



VOLUME-I

SECTION 2

INSTRUCTIONS TO BIDDERS



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VOLUME-I

SECTION 2

INSTRUCTION TO BIDDERS (ITB)

1.0.0 GENERAL INSTRUCTIONS

- 1.1.0 The current document is the Tender Enquiry Document OR Request for Proposal, which is issued to all the potential Bidders, requesting a proposal for implementation of the Project on a fixed price basis. A Contractor would be selected through competitive bidding process for execution of the 20MW/120MWh VRFB Project and operation and maintenance for ten (10) years.
- 1.2.0 The Owner expects Bidders to confirm compliance to terms, conditions and specifications as specified in this TED at the time of submission of Bids, failing which the Bids are liable to be rejected. Hence, the Bidders in their own interest are advised to submit their Bids complete in all respects conforming to all terms and conditions of this TED.
- 1.3.0 Before submitting the Bid, the instructions may be read carefully regarding submission of Tender. If any bidder finds discrepancies or omissions in the Tender documents or is in doubt as to the true meaning of any part, he shall clarify same from the Tender issuing office in writing before the due date of submission of the queries.
- 1.4.0 Bids shall be evaluated based on the information/documents available in the Bid. Hence, Bidders are advised to ensure that they submit appropriate and relevant supporting documentation along with their proposal in the first instance itself. Bids not complying with the requirements of this RFP are liable to be rejected without any further opportunity.
- 1.5.0 Bidders need to ensure that in the event the Contract is awarded to it, and during execution of the Contract, it shall not seek to alter any agreed contractual terms, conditions and specifications.
- 1.6.0 All Bids must be accompanied by a Tender fee and EMD of value as specified in the NIT in the form and manner as specified in the TED document and must be delivered along with Bids.
- 1.7.0 The specification provided with this TED outlines the functional requirement. The Bidder must submit a Proposal based upon their own design, meeting the functional requirements.



- 1.8.0 Bidders shall deploy the latest state-of-the-art technology and must ensure that the goods supplied are new, unused and of most recent or current models and incorporate all recent improvements in design and materials for the implementation of the Project.
- 1.9.0 This 'Instructions to Bidders', in original, issued along with TED document, shall be submitted by the Bidder along with Bid duly signed by the Bidder as the token of acceptance. Bid sent without having the prescribed TED document and without complying with the terms and conditions of TED shall be ignored.
- 1.10.0 Issuance of this TED does not construe that the Bidder has been short-listed or qualified.
- 1.11.0 The Owner reserves the right, to accept or reject any Bid and to annul the bidding process and reject all Bids at any time prior to award of the Agreement, without assigning any reason thereof and without thereby incurring any liability to the affected Bidder(s).
- 1.12.0 The Owner reserves the right to reject any Bid submitted with deviations beyond the one that is specified and mentioned in the TED and no time shall be given in any circumstance after opening of Financial Proposal for submission of documents which are missing with Bid.
- 1.13.0 In case of change in ownership of the Project, all the Agreements and Contracts signed with the Owner will stand true and valid with the new Owner of the Project.
- 1.14.0 Tender Issuing Authority reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason.
- 1.15.0 Site Availability and Access

The Site shall be handed over to the Bidder/Contractor on an "as is where is" basis for execution of the Works. The Bidder/Contractor shall be deemed to have visited the Site, examined the Site conditions, existing facilities, terrain, access, utilities, working constraints, live plant conditions, and all other factors that may affect execution of the Works, and shall have fully satisfied itself regarding the same before submission of the Bid.

The Owner shall provide requisite access to the Site in accordance with the overall Project schedule. The Site may be handed over in full or in stages depending upon the requirements of the Work and operational constraints of the existing plant/facilities.

The Bidder/Contractor shall plan, coordinate, and execute the Works accordingly and no claim whatsoever on account of Site conditions, restricted working space, staged handover, existing



infrastructure, or operational limitations shall be entertained by the Owner after submission of the Bid.

1.16.0 Canvassing in connection with Tender is strictly prohibited and the Bids submitted by the Bidders who resort to canvassing will be liable for rejection straight way.

1.17.0 All rates shall be quoted on the proper form i.e. price bid supplied as part of the Tender documents on e-tender portal by the Department.

1.18.0 The Bidder shall quote for 20MW/120MWh VRFB technology BESS project as per the terms and conditions of this Tender and evaluation shall be done based on this quoted value. However, once bidding is completed and Successful Bidder is selected thereafter all the Technical and Commercial work including but not limited to design, engineering, supply, erection, testing, commissioning and taking over of Plant by Owner etc. shall be done.

1.19.0 The Gujarat Industries Power Company Limited (GIPCL) does not bind itself to accept the lowest Bid and reserves to itself the right to accept the whole or any part of the Tender and the Bidder shall be bound to perform the same at the rate quoted in this Tender.

2.0.0 QUALIFICATION CRITERIA

2.1.0 Bidder shall refer Volume I Sec 1 NIT for the Technical and Financial qualification criteria.

3.0.0 LOCAL CONDITIONS

3.1.0 The Bidder is advised to visit and examine the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into the Contract Agreement. The costs of visiting the Site shall be at Bidder's own expense.

3.2.0 The Bidder and any of its personnel or agents shall be granted permission by the Owner to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel or agents, shall release and indemnify the Owner and its personnel and agents from and against all liability in respect thereof and shall be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen.



- 3.3.0 Failure to visit the Site or failure to study the TED shall in no way relieve the successful Bidder from furnishing any material or performing any work in accordance with the TED.
- 3.4.0 In no case the date of Time for Completion of the project shall be extended, due to the failure of the Bidder to visit the site and it shall be in line with the timeline of Gujarat Industries Power Company Limited (GIPCL) under the Scheme.
- 3.5.0 The Bidder must conduct its own inspection of the Project Site, access to the Project Site and surroundings at its own cost in order to make a proper estimate of the works to be performed under consideration of site-specific constraints. This applies in particular to the transportation of equipment to the Project site and the scope of site works. The Bidder shall also inspect the site and the access to site from the point of manufacture to make sure that its equipment is suitable for the available access and the site terrain.
- 3.6.0 It shall be deemed that by submitting a Bid, the Bidder has:
- a) made a complete and careful examination of the TED;
 - b) received all relevant information requested from the Owner;
 - c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the TED or furnished by or on behalf of the Company relating to any of the matters referred to in NIT.
 - d) satisfied itself about all matters, things and information including matters referred to in the Bid Info at a glance, necessary and required for submitting an informed Bid, execution of the Project in accordance with the TED and performance of all of its obligations there under;
 - e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the TED or ignorance of any of the matters referred to in the TED herein shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Company, or a ground for termination of the Contract Agreement; and
 - f) Agreed to be bound by the undertakings provided by it under and in terms hereof.
- 3.7.0 The Company shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the TED or the Bidding Process, including any error or mistake therein or in any information or data given by the Company.

4.0.0 LOCAL REGULATORY FRAME WORK



4.1.0 It shall be imperative for each Bidder to fully inform itself of all local conditions, laws and factors which may have any effect on the execution of the Contract as described in the Bidding Documents. The Owner shall not entertain any request for clarification from the Bidder, regarding such local conditions.

4.2.0 It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the Bid proposals and that no claim whatsoever including those for financial adjustment to the Contract awarded under the TED shall be entertained by the Owner and that neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner.

5.0.0 CLARIFICATIONS TO TENDER DOCUMENT

A Bidder requiring any clarification of the Tender documents may notify GIPCL in writing or by facsimile or by e-mail to GIPCL's contact as mentioned below:

J.A.Shah

Additional General Manager(RE Proj.& Business Development)

Gujarat Industries Power Company Limited

P.O.: Ranoli-391 350,

Dist: Vadodara, Gujarat, India

Ph:0265-2234422

(M) 9909925811

6.0.0 AMENDMENTS TO TENDER DOCUMENT

6.1.0 GIPCL may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Documents.

6.2.0 The amendments will be notified on website as mentioned in Notice Inviting e-Tender of this Tender.

6.3.0 In order to allow the prospective Bidder(s), reasonable time in which to take the amendment into account in preparing their Bids, GIPCL at its discretion, may extend the deadline for the submission of Bids.

6.4.0 Bidders are advised to seek technical & commercial clarifications prior to Bid submission stage. GIPCL will issue necessary replies / amendments, if necessary. Bidders are requested



not to take any technical and commercial deviations. Bidders shall also submit No Deviation Declaration in their Bids. Any Bid which contents deviations shall be liable for rejection.

7.0.0 ACCEPTANCE OF BIDS

7.1.0 GIPCL neither bind itself neither to accept the lowest nor to assign any reason for the rejection of any Bid. It is also not binding on GIPCL to disclose any analysis report.

8.0.0 WITHDRAWAL OF INVITATION TO BID

8.1.0 While GIPCL has floated this Tender and has requested Bidders to submit their proposals, GIPCL shall always be at the liberty to withdraw this invitation to bid at any time before the acceptance of bid offer.

9.0.0 REPRESENTATIVE/ AGENT OF BIDDER

9.1.0 All the Bidders are requested to mention the name of their authorized representative/ agent, if any, with full address in the Bid. In case the representative is changed during the bidding process such changes shall be notified by the Bidder, failing which, GIPCL shall not accept any responsibility.

10.0.0 FINANCIAL PROPOSAL AND CURRENCIES

10.1.0 The Bidders shall quote the prices inclusive of all the taxes, while also providing the breakup of taxes in the e- tender for online submission. The Bidder shall indicate the price in Financial Proposal in Indian National Rupee only.

11.0.0 PROJECT MANAGEMENT CONSULTANT AND THIRD PARTY INSPECTION AGENCY

11.1.0 A Project Management Consultancy (PMC) or Third Party Inspection agency (TPI) may be appointed by GIPCL, at its sole discretion, to conduct any kind of inspection regarding procurement, fabrication, installation, hook-up, quality, execution, and commissioning, during the span of the Project. The Contractor shall provide necessary access and coordination to conduct such inspections. The Contractor shall provide all necessary access and cooperation for inspection by National or State agency.

12.0.0 RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS



- 12.1.0 Notwithstanding anything contained in this Tender, the Owner reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 12.2.0 The Owner reserves the right to reject any Bid and appropriate the EMD if:
- a) after reviewing the Bid there is doubt that the offered works, materials or equipment are not state of the art and/ or not suitable for the site operating conditions;
 - b) at any time, a material misrepresentation is made or uncovered, or
 - c) the Bidder does not provide, within the time specified by the Company, the supplemental information sought by Company for evaluation of the Bid.
- 12.3.0 Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the Successful Bidder gets disqualified / rejected, then the Owner reserves the right to:
- a) select the next Bidder with the Lowest EPC Contract Price as the Successful Bidder;
- <or>
- b) Take any such measure as may be deemed fit in the sole discretion of the Owner, including annulment of the bidding process.
- 12.4.0 In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, if not yet appointed as the Contractor either by issue of the Lol or entering into of the Contract Agreement, and if the Successful Bidder has already been issued the Lol or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender, be liable to be terminated, by a communication in writing by the Owner to the Contractor, without the Owner being liable in any manner whatsoever to the Bidder or Contractor, as the case may be. In such an event, the Owner shall forfeit and appropriate the bank guarantees without prejudice to any other right or remedy that may be available to the Owner.
- 12.5.0 The Owner reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender Documents. Failure of the Owner to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Owner there under.

**APPENDIX-1.1****COMPREHENSIVE DOCUMENT CHECKLIST FOR BID SUBMISSION**

[To be submitted as part of the Technical Bid] Bidder shall ensure submission of all applicable documents listed below.

Sr. No.	Document Description	Relevant Appendix / Section	Mandatory / Applicable	Attached	For Office Use only
1	Covering Letter	Appendix-1	Mandatory		
2	Complete Tender Document including Corrigenda/Addenda duly signed & stamped	TED	Mandatory		
3	Document Checklist	Appendix-1.1	Mandatory		
4	Tender Fee Demand Draft / Payment Proof	ITB	Mandatory		
5	EMD / Bid Security	Appendix-16(A)	Mandatory		
6	Power of Attorney	Appendix-10	Mandatory		
7	GST Registration Certificate	Statutory	Mandatory		
8	PAN Card Copy	Statutory	Mandatory		
9	Declaration of Eligibility	Appendix-20	Mandatory		
10	Self-Certification & Declaration	Appendix-7	Mandatory		
11	No Deviation Certificate	Appendix-8	Mandatory		
12	Confidentiality Undertaking	Appendix-21	Mandatory		
13	Contract Labour Declaration	Appendix-28	Mandatory		
14	Make in India Declaration	Appendix-31	Applicable		
15	Sub-vendor / OEM Declaration	Appendix-24	Mandatory		
16	Joint Undertaking	Appendix-27	Applicable		
17		Appendix-13	Deleted		
18	Details of Bidder	Appendix-2	Mandatory		
19	Qualification Requirement Data	Appendix-26	Mandatory		
20	Project Execution Plan	Appendix-4	Mandatory		
21	Technical Personnel Details	Appendix-5	Mandatory		
22	Insurance Compliance	Appendix-25	Mandatory		
23	Technical Data Sheets & Schedules	Tech Specs	Mandatory		
24	Single Line Diagram	Tech Specs	Mandatory		
25	Plant Layout Drawings	Tech Specs	Mandatory		
26	EMS / SCADA Specifications	Tech Specs	Mandatory		
27	PCS/Inverter Datasheets	Tech Specs	Mandatory		
28	Major Equipment List	Tech Specs	Mandatory		
29	VRFB OEM Technical Compliance	Tech Specs	Mandatory		
30	Battery Performance Guarantees	SCC / Tech Specs	Mandatory		
31	RtE Guarantee	SCC / Tech Specs	Mandatory		
32	Availability Guarantee	SCC / Tech Specs	Mandatory		
33	Capacity Retention Guarantee	SCC / Tech Specs	Mandatory		
34	Warranty Terms & Conditions	SCC	Mandatory		
35	O&M Methodology	Bidder Submission	Mandatory		
36	Environmental Compliance Plan	SCC / Tech Specs	Mandatory		
37	Audited Financial Statements	Appendix-11	Mandatory		



38	Net Worth Certificate	Appendix-11	Mandatory		
39	Average Annual Turnover Certificate	Appendix-11	Mandatory		
40	Working Capital Proof	Appendix-12	Mandatory		
41	Unpriced Financial Proposal	Appendix-14	Mandatory		
42	Price Bid Submission	Price Bid Format	Mandatory		
43	Bid Validity Confirmation	ITB	Mandatory		



APPENDIX –1.2 : DISCLAIMER

- A) The information contained in this Tender Enquiry Document (“TED”) or subsequently provided to Bidder(s), in documentary or in any other form, by or on behalf of GIPCL, any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this TED and such other terms and conditions subject to which such information is provided.
- B) This TED is not an agreement and is neither an offer nor invitation by GIPCL to the prospective Bidders or any other person. The purpose of this TED is to provide interested parties with information that may be useful to them in the formulation of their Bid for qualification pursuant to this TED. This TED includes statements, which reflect various assumptions and assessments arrived at by GIPCL or their advisors or employees or agents, in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This TED may not be appropriate for all persons, and it is not possible for GIPCL, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this TED.
- C) The assumptions, assessments, statements and information contained in this TED may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this TED and obtain independent advice from appropriate sources.
- D) Information provided in this TED to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. GIPCL would not have any responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- E) GIPCL, their employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder(s), under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the TED and any assessment, assumption,



statement or information contained therein or deemed to form part of this TED or arising in any way with prequalification of Bidders for participation in the Bidding process.

- F) GIPCL also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this TED. GIPCL may, in their respective absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this TED.
- G) The issuance of this TED does not imply that GIPCL is bound to select and short-list prequalified Bids for Bid Stage (the "Bid Stage") or to appoint the selected Bidder, as the case may be, for the Project[s] and GIPCL reserves the right to reject all or any of the Bid or Bids without assigning any reasons whatsoever.
- H) The Bidder shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the GIPCL or any other costs incurred in connection with or relating to its Bid proposal. All such costs and expenses will remain with the Bidder and the GIPCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid proposal regardless of the conduct or outcome of the Bidding process.
- I) The Employer reserves the right to amend, modify, postpone, cancel or withdraw this TED, in whole or in part, at any stage without assigning any reason and without incurring any liability whatsoever.
- J) Bidders are advised to conduct their own independent assessment of the Project, Technical Requirements and Commercial implications before submitting their Bid. The Employer shall not be responsible for any interpretation or assumption made by the Bidder on the basis of this TED.



APPENDIX –1.3 : DEFINITION& INTERPRETATION

1.0.0 DEFINITION& INTERPRETATION

Definitions

The following words and expressions shall have the meanings hereby assigned to them:

- 1.1.1 “Approved/Approval” means approved in writing
- 1.1.2 “Applicable Law” means any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law in the Republic of India and the State Government, by any Government Authority or instrumentality thereof, whether in effect as of the date of this Contract or thereafter.
- 1.1.3 “Accepted Delivery Schedule” means the delivery schedule as per contract and any authorized extension issued by GIPCL.
- 1.1.4 “BESS” or “BESS Project” or “Project” shall mean all equipment and activities to develop the Vanadium Redox Flow Battery (VRFB) Technology complete with all its electrical and mechanical components along with all associated civil works and control and monitoring system.
- 1.1.5 “Bid” shall mean the documents submitted by the Bidder in response to the Tender Enquiry Document No. “GIPCL/VRFB/EPC/120MWh” issued by the Company.
- 1.1.6 “Bidder” shall mean Bidding Company or a Bidding Individual submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Individual including its successors, executors and permitted assigns severally, as the context may require;
- 1.1.7 “CEA” means Central Electricity Authority of India.
- 1.1.8 “Commissioning” means integrated activity covered under ‘Preliminary operation’, ‘Initial operation’, ‘Trial Operation’ and putting the BESS Plant in service, Date of successful completion of commissioning works & connecting the interconnection point or Taking over of the BESS plant by the Owner in case the grid connectivity is not available even after 6 months from Mechanical Completion, will be the Date of Commissioning.



- 1.1.9 "Completion" means that the Facilities (or a specific part thereof where specific parts are specified in the Scope of Work) have been completed operationally and structurally and put in a tight and clean condition and that all work in respect of Commissioning of the Facilities or such specific part thereof has been completed as per the Scope of Work.
- 1.1.10 "Company" or "Employer" means Gujarat Industries Power Company Limited (GIPCL) and includes the legal successors or permitted assigns of the Company.
- 1.1.11 "Contract" or "Contract Agreement" means the Contract signed between the Company (GIPCL) and the Contractor to execute the entire Scope of Work as given in Appendix 17: Contract Agreement.
- 1.1.12 "Contract Documents" means the documents listed in Appendix 17: Contract Agreement.
- 1.1.13 "Contractor" means the person(s) whose bid to perform the Contract has been accepted by the Company and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.
- 1.1.14 "Contractor's Equipment" means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Contractor, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities.
- 1.1.15 "Chartered Accountant" shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.
- 1.1.16 "C.I.F" shall mean Cost, Insurance and Freight.
- 1.1.17 "Completion Certificate" shall mean the certificate to be issued by the Owner or his representative when the works have been completed to his satisfaction.
- 1.1.18 "Codes" shall unless otherwise specified in these contract documents mean the applicable codes or standards of the country of origin of materials. This shall mean the following, including the latest amendments and/ or replacements, if any;
- Indian Electricity Act, 2003, and Rules and Regulations made there under.
 - Indian Factory Act, 1948, and Rules and Regulations made there under.



- Indian Explosives Act, 1884, and Rules and Regulations made there under.
- Indian Petroleum Act, 1934, and Rules and Regulations made there under.
- ASME Test Codes, AIEE Test Codes, IEEE Codes, IEC Codes
- American Society of Materials Testing Codes.
- Standards of the Bureau of Indian Standards.
- Approved Indian Rules or, Regulations by CEA/PGCIL/POSOCO/NLDC/RLDC related to the subject matter of the Contract.
- Other Internationally approved Standards and / or Rules and Regulations related to the subject matter of the Contract.
- Any other code/ standard published by Government of India/ other agencies and Institutions having a bearing over the performance of the Contract.
- Gujarat State Pollution Board and Central Pollution Board requirement in India.
- Any other Act as that is covered in the Specification.
- CEA Regulations, IEGC code, CEA standard technical specification, guideline and norms

1.1.19 "Day" means calendar day of the Gregorian calendar.

1.1.20 "Defect Liability Period" means the period of validity of the warranties given by the Contractor, during which the Contractor is responsible for rectification of defects with respect to the Facilities (or the relevant part thereof) as provided in Clause No. 44 of Section-6- ECC (Defect Liability) hereof.

1.1.21 "Delivery Point" or "Point of Interconnection" or "Interconnection Point" shall mean the point at the voltage level (132kV GIPCL substation). Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the bidder shall abide by the relevant and applicable regulations, Grid Code notified by the CERC or and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed thereunder by the appropriate commission or CEA.

1.1.22 "Drawings" shall mean all:

- a. Drawings furnished by the Purchaser/Consultant as a basis for proposal.
- b. Supplementary drawings furnished by the Purchaser/Consultant to clarify and to define in greater detail the intent of the contract.
- c. Drawings submitted by the Bidder with his proposal provided such drawings are acceptable to the Purchaser.



- d. Drawings furnished by the Purchaser/Consultant to the Contractor during the progress of the works. Engineering data and drawings submitted by the Contractor during the progress of the work provided such drawings are approved by the Purchaser.

1.1.23 "Destination" means the location where the item is specified to be delivered and where it will be accepted by the Purchaser.

1.1.24 "Effective Date" for this Contract shall mean the date of issuance of Letter of Intent (LOI) by the Company.

1.1.25 The term "Equipment Portion" of the 'Contract Price' shall mean FOR value of the equipment.

1.1.26 The term 'Erection Portion' of the 'Contract Price' shall mean the value of field activities of the 'works' including port clearance, if any, inland transportation, handling and storage, erection, testing and putting into satisfactory operation including successful completion of performance tests to be performed at site by the Contractor and cost of insurance.

1.1.27 "FI" means Fichtner Consulting Engineers (India) Pvt Ltd.

1.1.28 "Final Acceptance" shall mean the Owner's written acceptance of the works performed under the contract after successful completion of performance guarantee or acceptance test, and fulfillment of all contractual obligations.

1.1.29 "Gross Power Output" shall mean the total electrical output of the facility/equipment based on the facility/equipment operating under normal conditions as its MCR (Maximum Continuous Rating), while not exceeding the guaranteed temperature rise limits and losses etc. as specified at the modes of operation, as further specified in this Contract.

1.1.30 "Facilities" means the Plant and Equipment to be supplied and installed, by the Contractor under the Contract for enabling the installation, construction, testing and commissioning of the complete 120MWh VRFB BESS project.

1.1.31 "GCC" means the General Terms and Conditions of Contract hereof.

1.1.32 "GETCO" means the Gujarat Energy Transmission Corporation Limited



- 1.1.33 "Government Authority" means Government of India, any state government or any governmental department, commission, board, body, bureau, agency, authority, undertaking, court or other judicial or administrative body or any sub-division or instrumentality thereof, central, state, or local, having jurisdiction over the Contractor, the Facility, or the performance of all or any of the services, obligations or covenants of Contractor under or pursuant to this Contract or any portion thereof.
- 1.1.34 "Guarantee Test(s)" means the Performance & Guarantee test(s) specified in the (Guarantee Test) to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Functional Guarantees.
- 1.1.35 "GIPCL" means Gujarat Industries Power Company Limited
- 1.1.36 "Handing Over" shall mean the Purchaser's written acceptance of the works performed under the Contract, after successful completion of Performance Guarantee Tests and fulfillment of contractual obligations.
- 1.1.37 "Installation Services" means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Contractor under the Contract; e.g., transportation and provision of marine or other similar insurance, inspection, expediting, Site preparation works (including the provision and use of Contractor's Equipment and the supply of all civil, structural and construction materials required), installation, Commissioning, carrying out guarantee tests, training of Company's personnel etc.
- 1.1.38 "Month" means calendar month of the Gregorian calendar.
- 1.1.39 "MNRE" means Ministry of New and Renewable Energy, Government of India.
- 1.1.40 "MCR" – "Maximum Continuous Rating" is defined as the capacity of the equipment to deliver the maximum possible gross power output corresponding to the minimum ambient temperature at the specified modes of operation at site.
- 1.1.41 "Owner/Purchaser" means Gujarat Industries Power Company Limited (GIPCL)
- 1.1.42 "OEM/Sub-Vendor" means the Original Equipment Manufacturer
- 1.1.43 "PGCIL" means Power Grid Corporation of India Limited.
- 1.1.44 "PMC" means Project Management Consultant



- 1.1.45 "Project Manager" means the person appointed by the Company in the manner provided in the TED hereof and named to perform the duties delegated by the Company.
- 1.1.46 "Prudent Utility Practices" means those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturer's operation and maintenance guidelines.
- 1.1.47 "POSOCO" means Power System Operation Corporation Limited.
- 1.1.48 "RFP document" shall mean this Tender Enquiry Document issued by the Company including all attachments vide RFP No. GIPCL/VRFB/EPC/120MWh
- 1.1.49 "Site" means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.
- 1.1.50 "Subcontractor", including vendors, means any person to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant and Equipment, is sub-contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.
- 1.1.51 "Successful Bidder" means the bidder who has been awarded the Contract and described as Contractor for the "Project".
- 1.1.52 "TED" shall mean this Tender Enquiry Document issued by the Company including all attachments vide RFP No. GIPCL/VRFB/EPC/120MWh
- 1.1.53 "Time for Completion" shall be the date on or before which Commissioning of the Facility has to be achieved to the satisfaction of the Company and such date is specified in NIT.
- 1.1.54 "WRLDC" means Western Regional Load Dispatch Centre.
- 1.1.55 "O&M Manuals" means the operation & maintenance manuals prepared or supplied by the EPC Contractor or the OEM / OES.



1.1.56 "Operating Costs" means those costs and expenses of operating, maintaining and repairing the Plant incurred or paid by the Owner (excluding the Operating Fee and 120MWh BESS PLANT Contract for Supply and Services) in connection with the operation and maintenance of the Plant.

1.1.57 "Operation & Maintenance Plan & Procedure" or "O&M Plan & Procedure" means the operation & maintenance plan & procedure prepared by the Contractor and approved by the Owner in accordance with the provisions of the Technical Specifications.

1.1.58 "Owner's Staff" means employees of the Owner employed by the Owner for the construction, operation and maintenance of the Plant including Facility.

1.1.59 "Spare Parts" means the spare parts required during construction and Operation and Maintenance of the Plant as mentioned under the Annual Operating Plan & Budget.

1.1.60 COD (Commercial Operation Date):

COD shall mean the date on which the Battery Energy Storage System (BESS), or an approved part thereof, is declared commercially operational after successful synchronization with the Grid, completion of commissioning activities, compliance with applicable statutory requirements, and certification/approval by the Owner/GIPCL and concerned authorities, as applicable.

1.1.61 PAC (Provisional Acceptance Certificate):

PAC shall mean the certificate issued by the Owner/GIPCL upon successful completion of erection, installation, commissioning, and initial operational checks of the Plant or part thereof, indicating provisional acceptance of the Works pending successful completion of Trial Operation, Performance Guarantee Tests, OAT, and fulfillment of all contractual obligations.

1.1.62 OAT (Operational Acceptance Test / Operational Acceptance):

OAT shall mean the successful completion of operational and reliability tests, including demonstration of stable and continuous operation of the Plant in accordance with the Contract requirements, following completion of the Trial Operation and Performance Guarantee Tests, upon which the Plant is considered operationally accepted by the Owner/GIPCL.

1.1.63 Final Acceptance:

Final Acceptance shall mean the formal acceptance of the Plant and completion of the Contract by the Owner/GIPCL after successful completion of the Defect Liability Period / Warranty Period, fulfillment of all contractual obligations including O&M obligations (where applicable), rectification of all defects, submission of final documentation, and settlement of all outstanding issues under the Contract.

1.1.64 Trial Operation:

Trial Operation shall mean the continuous operation of the Plant or part thereof for the specified duration under normal operating conditions after commissioning, for the purpose of demonstrating operational stability, reliability, safety, and readiness for Performance Guarantee Testing and operational acceptance.



1.1.65 Performance Guarantee Test (PG Test):

Performance Guarantee Test (PG Test) shall mean the tests conducted after successful commissioning and Trial Operation of the Plant to verify and demonstrate compliance with the guaranteed technical and performance parameters specified under the Contract, including but not limited to capacity, availability, efficiency, response time, operational performance, and other guaranteed values. Successful completion of the PG Test shall be a prerequisite for Operational Acceptance unless otherwise specified in the Contract.

Interpretations

- 1.2.1 **Language:** Unless otherwise agreed by the parties in writing, the parties shall use the English language and the Contract and the other Bid documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language. If any of the Contract Documents, correspondence or communications are prepared in any language other than English, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.
- 1.2.2 **Singular and Plural:** The singular shall include the plural and the plural the singular, except where the context otherwise requires.
- 1.2.3 **Headings:** The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.
- 1.2.4 **Persons:** Words importing persons or parties shall include firms, corporations and government entities.
- 1.2.5 **Men:** The word 'Men' in this TED shall mean all genders i.e. male, female and others.
- 1.2.6 **Entire Agreement:** The Contract constitutes the entire agreement between the Company and Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. The various documents forming the Contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the Contract documents, the matter may be referred to the Owner whose decision shall be binding on the Contractor.



- 1.2.7 **Amendment:** No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party hereto.
- 1.2.8 **Independent Contractor:** Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed.
- i. All employees, representatives or Subcontractors engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the Company and nothing contained in the Contract or in any subcontract awarded by the Contractor shall be construed to create any contractual relationship between any such employees, representatives or Subcontractors and the Company.
 - ii. Not in any case the sub-contractor shall claim or shall put any binding to the Company and the sub-contractor must be handled by the Contractor and the Company shall not be responsible for any claims at any time by the Contractor in relation to the sub- contractor.
- 1.2.9 **Non-Waiver**
- i. Subject to Clause 1.2.9 (ii) below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
 - ii. Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 1.2.10 **Severability:** If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 1.2.11 **Country of Origin:** "Origin" means the place where the materials, equipment and other supplies for the Facilities are mined, grown, produced or manufactured, as the case may be, and from which the services are provided. This shall be according to MNRE/Govt. guidelines.

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