



VOLUME-I

SECTION 3.0

SUBMISSION OF BIDS



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VOLUME-I

SECTION 3

SUBMISSION OF BID

1.0.0 GENERAL TERMS

- 1.1.0 Notwithstanding anything to the contrary contained in this TED, the detailed terms specified in the draft Contract Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.
- 1.2.0 The Bid should be furnished in the formats mentioned in the TED document which shall be duly signed by the Bidder's authorized signatory, provided that the Financial Proposal will be submitted in separate envelopes.
- 1.3.0 The Bidder shall submit a power of attorney as per the format at "Appendix 10: Format of Power of Attorney as Authorized Signatory" authorizing the signatory of the Bidder to commit to the Bid or as per their Company's format.
- 1.4.0 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. The complete Bid shall be without alterations, interlineations or erasures, except those to accord with instructions issued by the Owner, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
- 1.5.0 The TED documents and all attached documents are and shall remain the property of the Company and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Company will not return any Bid or any information provided along therewith.
- 1.6.0 The Bidder shall submit PF code number allotted by Regional PF Commissioner. Failure to do so is likely to result in the offer being rejected.
- 1.7.0 Bidder shall note that the Price Bid of only those Bidders shall be opened who are found technically qualified and responsive to GIPCL's Tender terms and conditions including but not limited to Scope of Works.

2.0.0 FORMAT AND SIGNING OF BID

- 2.1.0 The Bidder shall provide all the information sought under this RFP. The Owner will evaluate only those Bids that are received in the required formats and complete in all respects.
- 2.2.0 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

3.0.0 SEALING AND MARKING OF BID

- 3.1.0 The Bid of the Bidder shall be contained in one (01) single "Main" Envelope.
- 3.2.0 The Main Envelope shall contain two (02) Envelopes as follows:



1. **“Original” Envelope;**

2. **“Pendrive” Envelope.**

3.3.0 The “Original,” Envelopes shall contain the following Envelopes:

- a) Cover-I: Signed Copy of the Tender Document(s)
- b) Cover-II: Enclosures of the Bid
- c) Cover-III: Proof of EMD; and Tender Fee
- d) Cover-IV: Financial Proposal unpriced duly signed and stamped

Note: Three (03) copies (1 Original+ 2 Copies) of each document shall be sent in Envelopes

3.4.0 The **“Pendrive”** Envelope shall contain one (01) no. of **Pendrive** containing the following folders with the same information submitted in the Original Envelope:

- a) Cover-I: Signed Copy of the Tender Document(s)
- b) Cover-II: Enclosures of the Bid
- c) Cover-III: Proof of EMD and Tender Fee
- d) Cover-IV: Financial Proposal unpriced and duly signed and stamped

3.5.0 All original attested Tender Documents, Bid Enclosures, EMD and Tender Fee, and Financial Proposal (unpriced) shall be contained in the “Original” Envelope.

3.6.0 All soft/ scanned copies of the original attested Tender Documents, Bid Enclosures, EMD and Tender Fee shall be contained in the **Pendrive** in an appropriately organized manner as in the physical copies, and enclosed in the **“Pendrive”** Envelope.

3.7.0 **IMPORTANT: THE COPY OF THE FINANCIAL BID SHALL NOT BE INCLUDED IN THE PENDRIVE.**

3.8.0 Envelopes shall be clearly marked as “Original,” and **“Pendrive”**.

3.9.0 The content of documents uploaded on e-Procurement portal and hard copies submitted should be same and in case of any discrepancy all documents uploaded on e-Procurement portal shall stay valid.

4.0.0 ENCLOSURES OF THE BID

4.1.0 Cover-I shall be duly marked as “Signed copy of the Tender Document(s)” and shall include the duly signed and sealed Tender Document including its annexure, appendices, attachments, amendments and any other documents as added or modified by GIPCL as per the provisions in this Tender.

4.2.0 The documents accompanying the Bid other than the attested Tender Document(s), and Proof of Tender Fee and EMD shall be placed in Cover-II and marked as “Enclosures of the Bid”. The documents are listed in Appendix1.1 in Sec-2 ITB.

4.3.0 Cover–III shall be duly marked as “copy of Proof of EMD and Tender Fee” and shall contain the copy of proof of Tender Fee and EMD.



- 4.4.0 Cover-IV shall be duly marked as "Financial Proposal unpriced duly signed and stamped" and shall contain the Financial Proposal (unpriced duly signed and stamped) as per the format prescribed in Appendix 14: Format of Financial Proposal.
- 4.5.0 All Bid documents shall be placed in hard binding and the pages shall be numbered serially. Each page thereof shall be initialed in blue ink by the authorized signatory.
- 4.6.0 All envelopes in the Bid Documents shall be sealed. The outer envelope shall clearly bear the following identification:

Outer Envelope

"Tender Bid Document' for Bid for design, manufacturing, assembly, procurement, testing at manufacturer's works, delivery up to Site including transit insurance, loading, unloading and internal handling at site, storage and insurance, Civil & structural works, Erection including testing, Commissioning and taking over (By Owner/GIPCL) of Battery Energy Storage System rated for 20MW/120MWh at the point of injection (132kV GIPCL substation) using Vanadium Redox Flow Battery Technology with all associated electrical, mechanical and civil systems for the project and operation and maintenance of the plant for ten(10) years by the bidder."

Cover-I shall bear the following identification:

"Cover-I: Signed RFP Document for design, manufacturing, assembly, procurement, testing at manufacturer's works, delivery up to Site including transit insurance, loading, unloading and internal handling at site, storage and insurance, Civil & structural works, Erection including testing, Commissioning and taking over (By Owner/GIPCL) of Battery Energy Storage System rated for 20MW/120MWh at the point of injection (132kV GIPCL substation) using Vanadium Redox Flow Battery Technology with all associated electrical, mechanical and civil systems for the project and operation and maintenance of the plant for ten(10) years by the bidder."

Cover -II shall bear the following identification:

"Cover-II: Enclosures of the Bid for design, manufacturing, assembly, procurement, testing at manufacturer's works, delivery upto Site including transit insurance, loading, unloading and internal handling at site, storage and insurance, Civil & structural works, Erection including testing, Commissioning and taking over (By Owner/GIPCL) of Battery Energy Storage System rated for 20MW/120MWh at the point of injection (132kV GIPCL substation)using Vanadium Redox Flow Battery Technology with all associated electrical, mechanical and civil systems for the project and operation and maintenance of the plant for ten(10) years by the bidder."

Cover -III shall bear the following identification:

"Cover-III: EMD and Tender fees of the Bid for design, manufacturing, assembly, procurement, testing at manufacturer's works, delivery upto Site including transit insurance, loading, unloading and internal handling at site, storage and insurance, Civil & structural works, Erection including testing, Commissioning and taking over (By Owner/GIPCL) of Battery Energy Storage System rated for 20MW/120MWh at the point of injection (132kV GIPCL substation) using Vanadium Redox Flow Battery Technology with all associated electrical, mechanical and civil systems for the project and operation and maintenance of the plant for ten(10) years by the bidder."



Cover -IV shall bear the following identification:

“Cover-IV: Financial Proposal (unpriced but duly signed and stamped) for the Bid for design, manufacturing, assembly, procurement, testing at manufacturer's works, delivery upto Site including transit insurance, loading, unloading and internal handling at site, storage and insurance, Civil & structural works, Erection including testing, Commissioning and taking over (By Owner/GIPCL) of Battery Energy Storage System rated for 20MW/120MWh at the point of injection (132kV GIPCL substation) using Vanadium Redox Flow Battery Technology with all associated electrical, mechanical and civil systems for the project and operation and maintenance of the plant for ten(10) years by the bidder.”

4.7.0 Each of the envelopes shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each envelope.

4.8.0 Each of the envelopes shall be addressed to:

ATTN:

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

4.9.0 If the envelopes are not sealed and marked as instructed above, the Company assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

4.10.0 Bids submitted by fax, courier or e-mail shall not be entertained and shall be rejected.

5.0.0 BID DUE DATE

5.1.0 Bids should be submitted before the Deadline for Submission of Bid as specified in NIT.

5.2.0 GIPCL may, in its sole discretion, extend the Bid due date by issuing an Amendment/Addendum for all Bidders.

6.0.0 LATE BIDS

6.1.0 Bids received by the Owner after the specified time on the bid due date shall not be eligible for consideration and shall be summarily rejected. In case of the unscheduled holiday being declared on the prescribed closing/opening day of the Bid, the next working day shall be treated as the scheduled prescribed day of closing/opening of the Bid.

7.0.0 CONFIDENTIALITY

7.1.0 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the



process or is not a retained professional advisor advising the Company in relation to or matters arising out of, or concerning the bidding process. The Company will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Company may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Company.

8.0.0 CORRESPONDENCE WITH THE BIDDER

8.1.0 The Owner shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

9.0.0 BID OPENING AND EVALUATION

9.1.0 The Owner shall open, examine and evaluate the Bids in accordance with the provisions set out in this TED.

9.2.0 To facilitate evaluation of Bids, the Owner may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

9.3.0 After the receipt of Bids the Owner may at its discretion send a team of engineers if necessary to inspect the engineering facilities, to ensure suitability and satisfactory working conditions at the Bidder's works/yards(s) and equipment listed to be used by the Bidder for the work. The Bidder shall ensure that the aforesaid team shall at all the times have access to visit and inspect works, equipment etc.

10.0.0 TESTS OF RESPONSIVENESS

10.1.0 Prior to evaluation of Bids, the Owner shall determine whether each Bid is responsive to the requirements of the RFP/TED. A Bid shall be considered responsive only if:

- i) it is received in the manner prescribed in this TED/ RFP.
- ii) it is accompanied by the requisite Tender Fee and EMD;
- iii) it is received with all the Enclosures of the Bid as prescribed in this TED/ RFP.
- iv) its Enclosures are received as per the formats specified in Appendices as well as the Tender;
- v) it contains all the information (complete in all respects) as requested in this Tender (in the same formats as specified);
- vi) it complies will all the terms, conditions and provisions specified in this Tender; and
- vii) it does not contain any conditions or deviations

10.2.0 The Owner reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Owner in respect of such Bid.

11.0.0 MODIFICATION AND WITHDRAWAL OF BIDS

11.1.0 In case any clarifications are sought by the Owner after opening of Bids then the replies of the Bidder should be restricted to the clarifications sought. Any Bidder who modifies its Bid (including a modification which has the effect of altering the value of its Financial Proposal) after opening of Bid without specific reference by the Company, shall render the Bid liable to be rejected without notice and without further reference to the Bidder and its EMD shall be forfeited.



11.2.0 No Bid may be withdrawn in the interval between the bid due date and the expiration of the validity period of the Bid. Withdrawal or unsolicited modification of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

12.0.0 EVALUATION OF BID AND SELECTION OF BIDDER

12.1.0 Bidder shall refer the details given in Appendix-23 for Evaluation of Bid and Selection of Bidder.

(a) Bid evaluation criteria

Evaluation Basis

Bid evaluation is done on Total Project Cost (TPC) basis combining Initial Capital Cost and O&M cost of 10 years.

Evaluation Formula

Total Evaluated Project Cost P (INR) = PACKAGE-A i.e. Initial capital cost (Schedule 1 to 5) + PACKAGE-B i.e. O&M COST (Schedule 6)

Package - A Capital Cost	Package-A: Capital Cost Initial Capital Cost, inclusive of all taxes, duties, GST, levies, etc., shall be the sum of price Schedules 1+2+3+4+5, namely Supply, Transportation, Installation, Spares, and Tools & Tackles
Package - B - O&M COST	Package-B: O&M Cost Package-B shall be the Present Value of 10-year O&M cost, discounted at 8.5% per annum. The bidder shall quote first-year O&M cost, along with the annual escalation factor. The ceiling for first-year O&M cost shall be 0.8% of Package-A , with annual escalation capped at 2.5%.
Total evaluated bid price	Total evaluated bid price $P = A + B$ (Lower 'P' determines L1 Bidder) Notes: (1) All prices are firm and not subject to price adjustment. (2) GST as per prevailing regulation. (3) Final L1 determination post E-Reverse Auction. <u>E-reverse auction</u> 1. For conducting e-Reverse Auction, lowest 50% out of total eligible Bidders (rounded to the next higher whole number) or at least 03 (three) nos. of eligible bidders L1 to L3 (whichever is higher) will be invited. 2. Original L1 price (including GST) will be declared through nProcure's e-Auction Portal: https://e-auction.nprocure.com to start e-Reverse auction process and final received lowest auction price in the value by e-Reverse auction process will be the final L1 price. 3. Minimum decremental value for the e-Reverse auction will be set by GIPCL prior to start of e-Reverse auction and this will be applicable during each reverse bid hit. 4. Duration for the e-Reverse auction will be 60 Minutes with a provision of



	<p>extensions for further 15 Minutes at every single reverse bid received during the last 05 minutes, till there is no further reverse bid entry (hit) by the participating Bidders.</p> <ol style="list-style-type: none"> 5. Evaluation of tender will be done on gross total quoted amount with GST. 6. After e-Reverse Auction process, final L1 bidder shall be decided on lowest offered rate amongst other bidders during specified e-Reverse Auction process. 7. After e-Reverse Auction process, the original rate quoted by the final L1 bidder shall be reduced proportionately based on total % reduction from their original quoted gross price v/s price derived after e-reverse auction, keeping GST percentage (%) rate same as originally quoted by final L1 bidder. 8. Prorata reduction will be applied in the quoted rates for all the items after price discovery through e-Reverse Auction.
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INSTRUCTIONS TO BIDDER

1. Bidder has to fill the 'Package-A (Capital Cost)' sheet and enter the lump-sum price for each Schedule (1 to 5). All prices must be INCLUSIVE of all taxes, duties and GST.
2. Bidder has to enter the Annual O&M cost for Year 1. The cost shall NOT exceed 0.80% of Package-A cost.
3. Bidder has to Enter the Annual Escalation Rate (%) for O&M costs. This rate shall NOT exceed 2.50% per year.
4. The sheet will automatically calculate Year-wise O&M costs, apply PV factors, and compute the Total Evaluated Project Cost 'P'.
5. Only required cells has to be filled by bidder.
6. Any bid where the O&M % exceeds 0.80% or the escalation rate exceeds 2.50% will be flagged as NON-COMPLIANT and will be rejected.
7. The 'Bid Evaluation Summary' sheet provides the final evaluated cost 'P = Package-A + PV of Package-B' used for L1 determination.

(Illustrations)

(b) Price Schedule Structure (Submission Mode on N-procure only). Please refer Volume I Sec 8 Price schedule.

Sr.	Schedule / Description	Schedule No.	Amount Quoted by Bidder (INR)
1	Design, Engineering, Manufacturing and Supply of material / equipments / systems for 20 MW / 120 MWh BESS Project of GIPCL	Schedule 1	1320000000
2	Freight & insurance, loading, unloading, handling storage, and security for 20 MW / 120 MWh BESS project of GIPCL	Schedule 2	66000000
3	Construction, erection, testing & commissioning, insurance for construction, training, statutory approvals, license, security for 20 MW / 120 MWh BESS project of GIPCL	Schedule 3	660000000
4	Supply and Transportation, Insurance, loading, Un-loading of Mandatory Spares	Schedule 4	92400000
5	Supply and Transportation, Insurance, loading, Un-loading of Special Tools, Tackles and Testing equipments	Schedule 5	44000000



PACKAGE-A – TOTAL CAPITAL COST (A) = Sum of Schedules 1 to 5	2182400000
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(Illustrations)

PACKAGE-B – O&M COST (Schedule 6), 10-Year PV Evaluation, Discount Rate: 8.5% p.a.

O&M Year (N)	PV Factor
1	1
2	0.92166
3	0.84946
4	0.78291
5	0.72157
6	0.66505
7	0.61295
8	0.56493
9	0.52067
10	0.47988

STEP 1 – BIDDER INPUTS (Enter values only in respective cells),		
Package-A Capital Cost (A)	2182400000	
Annual O&M Cost for Year-1. (Ceiling: 0.80% of Package-A capital cost(A))	(Quoted by Bidder) e.g. 16538000	0.757% (within 0.8% ceiling)
Annual Escalation Rate on O&M Cost (Ceiling: 2.50%)	(Quoted by Bidder) e.g. 2.50%	(within 2.5% escalation ceiling)
Important: The First year O&M cost and Escalation Rate entered above must comply with the ceiling conditions. Non-compliant bids will be REJECTED without evaluation.		



PACKAGE-B – TOTAL PV OF 10-YEAR O&M COST (B)

O&M Year (N)	Annual O&M Cost – Year 1 Ceiling (0.80% of Package-A) (INR)	Annual O&M Cost – Quoted by Bidder with Annual Escalated by escalation factor (INR)	NPV Factor @ 8.5% p.a.	Discounted O&M Cost (NPV) (INR)	Cumulative NPV (INR)
1	16538000	16538000	1	16538000	16538000
2		16703380	0.92166	15394820	31932820
3		16870414	0.84946	14330662	46263482
4		17039118	0.78291	13340063	59603545
5		17209509	0.72157	12417939	72021484
6		17381604	0.66505	11559556	83581040
7		17555420	0.61295	10760508	94341549
8		17730974	0.56493	10016695	104358243
9		17908284	0.52067	9324296	113682539
10		18087367	0.47988	8679760	122362299
PACKAGE-B – TOTAL PV OF 10-YEAR O&M COST (B)			SUM →	122362299	122362299

EVALUATED COST COMPONENTS

Code	Description	Amount (INR)	Amount (INR Crore)	Remarks
A	Package-A: (Sum of Schedules 1+2+3+4+5, incl. all taxes, duties & GST)	218,24,00,000	218.24	<i>Firm, lump-sum, price-fixed</i>
B	Package-B: PV of 10-Year O&M Service Cost (Discounted @ 8.5% p.a. O&M Ceiling: 0.80% of (A) p.a. Escalation Ceiling: 2.5% p.a.)	12,23,62,299	12.23	<i>PV of 10-yr O&M O&M ceiling = 0.8% of A</i>
P	TOTAL EVALUATED BID PRICE P = A + B (Lower 'P' determines L1 Bidder)	230,47,62,299	230.47 Cr	1) L1 = Lowest 'P' among all qualified bids 2) Final L1 determination post E-Reverse Auction.



13.0.0 CONTACTS DURING BID EVALUATION

13.1.0 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Owner makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Owner and/ or their employees/ representatives on matters related to the Bids under consideration.

14.0.0 EMPLOYMENT OF OFFICIALS/ EX-OFFICIAL OF THE OWNER

14.1.0 Bidders are advised not to employ serving the Owner. It is also advised not to employ ex- personnel of the Owner within the initial two years period after their retirement/ resignation/severance from the service without specific permission of the Owner. The Owner may decide not to deal with such firm(s) who fails to comply with the above advice.

15.0.0 DECLARATION ON BIDDER'S RELATION TO DIRECTORS

15.1.0 The Bidders are required to certify in prescribed format Appendix 9: Declaration on Bidder's Relation to Directors, whether he/they is/are related to any of the Directors/Senior Personnel of the Company in any of the ways mentioned in the Certificate. It is clarified that any such affirmative certificate shall not, by itself, prejudice consideration of the Bid. This certificate must accompany the Bid.

16.0.0 LETTER OF INTENT ("LOI") AND NOTIFICATION TO PROCEED

16.1.0 After selection of the Successful Bidder, a Letter of Intent (the "LoI") shall be issued, in duplicate, to the Successful Bidder. The Successful Bidder shall not be entitled to seek any deviation from the Contract, as may have been amended by GIPCL prior to the bid submission date.

16.2.0 On issue of the LoI by the Company, Authorised representative of the Successful Bidder shall sign the Contract Agreement within 30 (thirty) days and submit the Bank Guarantee within the stipulated time.

17.0.0 PERFORMANCE BANK GUARANTEE

17.1.0 Security Deposit cum Performance Bank Guarantee (SD/PBG) as per the format given in Appendix 16 (B): and O&M cum Equipment performance guarantee (O&M EPBG) as per the format given in Appendix 16(C) Format of Bank Guarantee for Security Deposit/ Performance Bank Guarantee shall be furnished in favour of Gujarat Industries Power Company Limited.

18.0.0 FRAUDULENT PRACTICES

18.1.0 The Bidders may please note that the Owner shall not entertain any correspondence or queries on the status of the Bids received against this RFP. Bidders are advised not to depute any of their personnel or agents to visit the Owner's office for making such inquiries.

18.2.0 Any effort by a Bidder to influence the Owner on the Bid evaluation, Bid comparison or Contract award decision may result in the rejection of the Bidder's Bid.

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