



GUJARAT INDUSTRIES POWER COMPANY LIMITED

REQUEST FOR PROPOSAL (RFP) DOCUMENT

**Tender No: GIPCL/O&M/Contractor/15MW/Kotadapitha Wind
Farm/2023**

Note: All interested Bidders who have downloaded the RFP document are advised to regularly visit the company website www.gipcl.com AND <https://gipcl.nprocure.com> for any updates / clarification / amendments pertaining to this RFP. All necessary updates/notification shall be posted only on any of these website and will not be published in newspaper. Bidders shall submit their Bids taking cognizance of the same. Bids submitted without taking into consideration any such amendment / notification / clarification prior to closing date shall be treated as non-responsive and shall be liable for rejection.

**RFP FOR SELECTION OF O&M CONTRACTOR FOR 15 MW
KOTADAPITHA WIND FARM WITH COMPREHENSIVE OPERATION &
MAINTENANCE**



I N D E X

VOLUME/PART – I

RFP Bid Document

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1.0 NOTICE INVITING TENDER (NIT) AND REQUEST FOR PROPOSAL (RFP)

1.1 NOTICE INVITING TENDER



GUJARAT INDUSTRIES POWER CO LTD NOTICE INVITING TENDER (NIT)

Gujarat Industries Power Co Ltd (GIPCL) invites offers under Two Part bidding system from reputed firms having proven track record, execution capabilities and experience with sound financial background as per Qualification Criteria mentioned in the tender for selection of O&M Contractor for it's 15 MW Kotadapitha Wind farm in the State of Gujarat, with comprehensive O&M services to be offered by Bidders. The RFP / Tender Document is uploaded on <https://gipcl.nprocure.com> and can also be accessed from company's website ID www.gipcl.com. The last date for online bid submission of the Bid is 17.03.2023, up to 14:00 Hrs (IST).

1.2 REQUESTS FOR PROPOSAL (RFP)

This Request for Proposal (RFP) Bid Document by GIPCL is to invite offers from prospective bidders for selection of O&M Contractor for it's 15 MW Kotadapitha Wind farm in the State of Gujarat, with comprehensive O&M services by eligible and qualified Bidders comprising of but not limited to comprehensive operations and maintenance services of 15 MW Kotadapitha Wind farm for the Wind Turbine Generators (WTGs), Unit Sub Station (USS) yard, O&M of Internal 33 KV Feeder ,pooling substation with interconnection at 66 KV level with state grid to generate and evacuate power successfully into the grid for uninterrupted operations of the Wind Farm throughout the term of the Contract. The Contractor shall supply, operate, maintain, and provide all requisite materials/spares in relation to the preventive, predictive and Breakdown maintenance of the Facility as applicable in accordance with Prudent utility practice, including coordination and liaison with the government agency, handling any ROW /Local issues in line with Terms of GIPCL RFP.

2.0 GIPCL Profile & Background

GIPCL was incorporated in 1985 as Public Limited Company under the auspices of Government of Gujarat. The company is engaged in business of Electrical Power Generation. The total present capacity of GIPCL Company is 1084.4 MW.

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The company has a vision to transform itself into a national level power sector enterprise. The company is having its registered office at P. O Ranoli, 391 350, Vadodara, Gujarat.

It commissioned its first power project; a 145 MW gas based Combined Cycle Power Plant in February, 1992 at Vadodara. Power from this plant is distributed to its promoters in proportion to their original equity holding.

The company expanded its capacity and commissioned 165 MW Naphtha & Gas based Combined Cycle Power Plant at Vadodara in November, 1997 as Independent Power Producer (IPP) with Power Purchase Agreement (PPA) with GUVNL.

It commissioned 250 MW Lignite based Power Plant at Nani Naroli, District Surat in November, 1999 as Independent Power Producer (IPP) with Power Purchase Agreement (PPA) with GUVNL. It also has its own Captive Lignite Mines at Vastan, Mangrol & Valia for Surat Lignite Power Plant.

2 x 125 MW SLPP Phase II has been commissioned in April 2010. GIPCL also commissioned 2 x 1 MW Distributed Solar PV Plant at Amrol near Vadodara and at Mangrol near Surat.

As part of its green energy initiative, GIPCL has stepped up its wind energy generation portfolio & already successfully commissioned total 112.4 MW at different sites in the state of Gujarat. GIPCL also commissioned 2 X 40 MW Solar power plant at Charanka Gujarat with that GIPCL crossed 1 GW installation capacity Milestone.

GIPCL has also commissioned a 75MW Solar PV Project at Charanka Solar Park and in 2021, another 100 MW Solar project at Raghanesda, District Banaskatha. GIPCL is in process of further Installation and commissioning of Hybrid park i.e Solar and Wind at Khavda, Gujarat. Significant capacity addition in Wind & Solar in diverse locations is anticipated in the near future also.

3 Bid Information Sheet

Sr. No.	Description of Item	Particulars
1	Comprehensive O&M of 15 MW Koatdapitha Wind Farm including WTGs, Unit substations and Pooling Sub Station up to Interconnection point with state grid	At 15 MW Kotadapitha Wind farm,
2	Location of Wind farm	Kotadapitha, Taluka: Babara, District: Amreli in the State of Gujarat in India.
3	Mode of Tendering	Open Competitive in Single Stage Two Part bidding.

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4	Tender Fee (non-refundable)	Rs.5,000/- (Rupees Five Thousand only) in the form of DD/RTGS
5	Earnest Money Deposit (EMD)	Rs.5 Lakhs, In the form of DD/RTGS or BG of any scheduled bank
6	Duration of Contract	O&M Contract for 5 years from the date of stabilization of the complete project. GIPCL at its discretion may extend O&M period for another 5 years
7.	Tender documents available for download on Web site	From 21.02.23 to 17.03.23 from website: https://www.nprocure.com or https://gipcl.nprocure.com OR Bidder can also view and download the RFP, from GIPCL Website www.gipcl.com .
8.	Date and Time of Pre-bid Meeting	Date :03.03.23,11:00 hrs (IST)
9.	Venue for Pre-Bid Meeting & Opening of Bids	GIPCL Corporate Office at PO: Ranoli - 391 350, Dist. Vadodara, Gujarat, India OR as notified by GIPCL.
10	Last Date for submission of Online Bids	Date : 17.03.23 Up to 14 hrs (IST)
11	Last Date for Submission of EMD, Tender fee and other supporting documents for qualification & technical bid in physical form at the mentioned address.	Date :18.03.23 Up to 14:00 hrs (IST) Part- I (Technical) (Envelop-I) along with Tender Fee and EMD and (Envelop-II) Technical bid to be submitted in Physical form in two separate sealed envelope addressed to Bid Submission Address in this table. Part-II (Price Bid) is STRICTLY TO BE SUBMITTED ONLINE on or before due date and time to website https://gipcl.nprocure.com in line with Instructions to Bidders as per RFP, (n)procure guidelines and instructions and subsequent clarification, amendment issued thereof if any in this regard. Bid submitted with Physical Price Bids Envelope shall become liable for rejection.
12	Date & Time of Opening of Un-priced Bid (Part-I)	As per GIPCL internal schedule.
13.	Contact Person and Bid Submission Address for Part- I (with EMD+Tender Fee)	Gen. Mgr. (RE-O&M) Gujarat Industries Power Company Limited PO:Ranoli-391350, Dist.Vadodara, Gujarat, India Tel.:+91-265-2234411 Email: psgoyal@gipcl.com
14.	Scope of Work	As given in Clause 10 of this RFP
16.	Currency of Offer	Quoted Price should be in Indian Rupees Only.

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17.	Payment for Operation & Maintenance of Wind Power Project	As per Clause No.18 of the RFP.
18.	O&M Performance Guarantee	The Bidder shall submit a Bank Guarantee one month prior commencement of O&M period, for an amount equivalent to 15% (fifteen percent) of annual O&M charges for the year. Every year a fresh bank guarantee shall be submitted by the Bidder, having validity of 12 months, one month prior to expiry of earlier Bank Guarantee or the existing bank guarantee can be extended suitably every year till O&M contract remains with the Bidder. Such Bank Guarantee shall be furnished in the Proforma as per BRS -18 of Volume I.
19.	Evaluation of Bids	Evaluation of Bids of eligible bidders shall be done as per Clause 9 of Vol.I - Bid Evaluation.
20.	Validity of Offer	Offers shall be valid for a period of 120 days from bid submission due date.
21.	Quotation to be on „Firm“ price basis	Prices quoted as per Price Schedule of the Bid Document by the bidders shall remain ‘Firm’ during the bidder’s Performance of the contract and not subject to variation on any account. Quotation submitted with variable price will be treated as non- responsive and the same shall be rejected. Bidder has to submit Bid offered in a separately sealed Envelop (Part-I) along with EMD and submit Price Bid (Part-II) online strictly as per Bid Instructions. Offer for each site shall be treated as a separate Bid and evaluated accordingly.
22.	Taxes, duties, levies etc	GST and other statutory levies solely in respect of transaction between the Owner and the Contractor under the contract shall be included in the tender price only. However any increase in Taxes / Duties / Statutory levies post Bid submission shall be reimbursed by GIPCL on submission of documentary proof. Similarly any benefits arising out of such Statutory levies/taxes etc shall be passed on to GIPCL by the Bidder.

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23.	Queries regarding Pre- Bid conference	Any queries regarding pre-bid conference may be uploaded to relevant section at https://gipcl.nprocure.com after registration and also to be simultaneously forwarded to email id psgoyal@gipcl.com Contact Person of GIPCL at least three days prior to the Pre-Bid Conference.
24	Queries Regarding Online Portal	For any queries related to online registration, download, bid submission etc. on n-procure portal, Bidder may contact at following: (n) Code Solutions – A division of GNFC Ltd. (n) Code Solutions - A division of GNFC Ltd. 403, GNFC Infotower, S.G Road, Bodakdev, Ahmedabad – 380054 (Gujarat, India) Toll Free: 1-800-419-4632/1-800-233-1010, Tel: 079-26857315/316/317 E-mail:nprocure@gnvc.net, website: www.nprocure.com

4.0 Objectives

GIPCL is in search of Bidder having experience of providing services as Independent Service Provider (ISP) for 15 MW (Make:LSML, 1.5 MW WTGs x 10 numbers) of Kotadapitha Wind farm situated at village Samadhiyala and Sukvada ,Taluka Barbara, District: Amreli, Gujarat. Wind farm was commissioned in 2016 and under O&M period since January 2017 by M/s.LSML.

5.0 DEFINITIONS & INTERPRETATION

Acts / Codes shall mean, but not limited to the following, including the latest amendments, and/or replacements, if any :-

1. Electricity Act, 2003 with amendments thereto if any.
2. A.I.E.E Test Codes.
3. American Society of Testing of Materials (ASTM Codes).
4. Relevant Standards of the Bureau of Indian Standards (IS Codes).
5. Arbitration and Conciliation Act, 1996 and Rules made there under.
6. Environment (Protection) Act, 1986 and Rules made there under.
7. Other approved Standards and/or Rules and Regulations touching the subject matter of the Contract.

Applicable Laws means any statute, law, regulation, ordinance, rule, judgment, order, decree, restriction, directive, governmental authorizations, requirements of Applicable Permits and any agreements, decisions, acts, instructions, requirements, directions and notifications of the competent authority having jurisdiction over the matter in question, whether in effect as of the date of Contract Agreement or thereafter.

ABT shall mean Availability Based Tariff

Bid and Bid Document shall mean RFP Document, the proposal submitted by the Bidder in response to this RFP in accordance with the terms and conditions hereof.

Bidder/operator/Contractor shall mean the Bidding Entity which has submitted a proposal, in response to this RFP to Owner.

Bidding Entity shall mean a single entity, whether a firm or a Company.

CONTRACT shall mean Purchase Order/Work Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.

CT means current transformer meant for measurement of current

C&R Panel means relay and control panel.

CEIG means Chief Electrical Inspector of State Government

CRM means Customer Relations Manager

DISCOM means “Concerned Distribution Utility of the State”.

Effective Date / Zero Date shall mean the date of issue Letter of Intent (LOI).

Facility means land, wind turbine, generator, sub-station, power evacuation system.

GIPCL/OWNER shall mean Gujarat Industries Power Company Limited having its registered office at PO: Ranoli– 391 350, Dist. Vadodara, Gujarat. India. The term GIPCL includes successor, assigns of GIPCL.

Interconnection shall mean the point of connection of Power evacuation system at the point of connection of pooling sub-station at 66 KV level with state grid

kW / MW means Kilo Watt / mega Watt.

kWh means Kilowatt Hours

LCS means Local Control System.

Metering Point means the point at which the State Power Utility / Electricity Board measures the quantity of energy supplied to its grid.

Machine Availability means the period for which the WEG is in the state of power generation and remains available in healthy condition irrespective of wind condition.

MBD means Machine Break Down for insurance purpose.

MNRE means “Ministry of New & Renewable energy Sources, Government of

India”.

Nacelle Assembly means set of generating equipment consisting of Gear Box and generator.

O&M shall mean Operation & Maintenance of Wind Power Project which inter alia includes provisions of manpower, spares, special tools & tackles and cranes or such materials / equipment that may be required for maintaining the WEGs in operation including 33kV internal feeder, pooling substation up to interconnection point at 66 KV level with state grid

PLC shall mean Programmable Logic Controller

PLF/CUF shall mean Generation from each WTG.

PT means potential transformer meant for measurement of Voltage.

PPA shall mean Power Purchase Agreement with DISCOMs / M/s.Gujarat Urja Vikas Nigam Limited (GUVNL) by Owner/GIPCL.

Prudent Utility Practice means accepted international / Indian practice(s) standard (S), engineering and operation considerations, taking into account the conditions prevalent at Site including manufacturer’s recommendations generally followed in the operation and maintenance of facilities similar to the power plant.

Reactive Power shall mean the Reactive Power drawn from the grid and charged by the Power utility from the Owner and measured in KVARh.

SCADA shall mean Supervisory Control and Data Acquisition

SEB shall mean State Electricity Board.

SLDC shall mean State Load Dispatch Centre

Stabilization Period of Wind farm means time required for corrective actions based on Audit conducted for fine tuning of the WEGs and is considered as 60 days after 15 days from the date of issuance of LOI for whole wind farm

TRANSCO means “State Transmission Company or Corporation”/ “GETCO”.

VAR means reactive power.

VCB means Vacuum Circuit Breaker

WEG / WTG shall mean Wind Electric Generator/ Wind Turbine Generator.

The ‘**Owner**’ shall mean the Gujarat Industries Power Company Limited (GIPCL), a Company incorporated under the Companies Act, 1956 having its registered office at PO: Ranoli, Dist. Vadodara - 391 350, Gujarat, India or any other place as modified subsequently and shall include its Administrative Officers authorized to deal with these presents are concerned on his behalf

posted in the any of the Offices of GIPCL and shall also include Owner's successors and assignees.

The '**Tender**' shall mean the tender submitted by the tenderer for acceptance by the Owner.

The '**Contractor**' shall mean the person or persons, firm or company whose tender has been accepted by owner and includes the contractor's legal representatives, his successors and permitted assigns.

The '**Sub-contractor**' shall mean any person or firm or company (other than the contractor to whom any part of the work has been entrusted by the contractor, with the written consent of the owner or his representative and the legal representatives, successors and permitted assignee of such person, firm or company.

The '**Engineer-in-Charge**' shall mean the person nominated by the Owner from time to time and shall include those who are expressly authorized by the Owner to act for and on his behalf for all function pertaining to operation of this contract. All functions pertaining to the operation of contract means all acts necessary for execution of the contract coordinating between the different agencies and final closing of the contract.

The '**Works**' shall mean and include all works to be executed in accordance with the contract or part thereof as the case may and shall include all extras, addition, altered or substituted works as required for the purpose of the contract or as may be required to be executed by the owner/ engineer-in-charge.

The '**Contract**' shall mean the agreement between the Owner and the contractor for the execution of the works including therein all documents such as the invitation to tender, instructions to Tenders, General Conditions of Contract, Special Conditions of Contract, Job Specifications, General Requirements, Time Schedule of Completion of Job, Documents/Drawings , Letter of Intent awarding the work, Agreed variations, if any etc.

The '**Contract Document**' shall mean collectively the tender documents, designs, drawings specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.

'**Temporary Works**' shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the works.

'**Specifications**' shall mean all directions, various technical specification, provisions, and requirements, attached to the contract if any, which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the contract for the work or works as may be amplified or modified by the Owner or the Engineer-in-charge during the performance of Contract in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition including all addenda/ corrigenda or relevant Indian Standard Specifications and other relevant codes.

'Site' shall mean the lands and other places on, under in or through which the permanent works are to be carried out and any other lands or places provided by the owner for the purpose of the contract.

'Notice in writing or written Notice' shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.

The **'Final Certificate'** in relation to the work shall mean the certificate regarding the satisfactory compliance of the various provisions of the contract to be issued by the owner or his representative after the period of liability is over.

'Approved' shall mean approved in writing including subsequent written confirmation of previous verbal approval and 'Approval' means approved in writing including as aforesaid.

The **'Period of Liability'** in relation to a work means the specified period from the date of issue of completion certificate up to the date of issue of final certificate which the contractor stands responsible for rectifying all defects that may appear in the works.

The **'Appointing Authority'** for the purpose of arbitration shall be the Chairman or Managing Director of GIPCL or any other person so designated by him.

'Letter of Intent' shall mean intimation by a letter to tenderer that the tender has been accepted in accordance with the provisions contained in the letter.

'Days' means a day of 24 hours from mid night irrespective of the number of hours worked in that day.

'Working Day' mean any day which is not declared to be holiday or rest day by the Owner.

'Week' means a period of any consecutive seven days.

'Metric System': All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out accordingly to the metric system. All documents concerning the work shall also be maintained in the metric system.

'Value of Contract' shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the entire execution and full completion of the work.

'Headings and Marginal Notes' in these contract documents are given solely for facility of reference and are not part of the contract documents and are not to be taken into account in the interpretation of the provisions of the contract.

‘Language for Drawings & Instruction’: All the drawings, titles, notes, instruction, dimensions etc. shall be in English Language.

‘Singular and Plural’: The singular shall include the plural and vice versa wherever the context so requires.

6.0 Instruction to Bidder (ITB) and Bid Submission

6.1.1 Bidders are required to furnish all information and documents as called for in this document in English language.

6.1.2 Addenda to the tender document could be issued prior to the last date of submission of the Bids to revise any of the tender condition.

6.1.3 All addenda, clarification, replies to pre bid queries etc are to be considered an integral part of the tender document and Bidder deemed to have taken in to account while submitting its Bid irrespective of the fact that whether the clarification, amendment, addenda issued is relevant to the query raised by him. All such clarification/amendment etc will be web hosted and can be viewed in either on www.gipcl.com or <https://www.nprocure.com> or <https://gipcl.nprocure.com>. It is the responsibility of Bidder during the tendering stage to regularly visit both web sites and keep himself updates on any such postings prior to submission of the Bids. Bids submitted without cognizance of any such postings would be treated as non responsive and is liable to be rejected.

6.1.4 Bidder is required to take into account all addenda in his Bid received during the bid period and to confirm / attach the same in the Bid.

6.1.5 A Bidder, should submit offer in Two part with EMD in Part-I (Technical Bid) of the respective Bid in Physical form and Part-II (Price Bid) strictly online as per instructions of Bid Submission.

The decision of GIPCL regarding consideration and viability of the offer will be final and GIPCL will be under no obligation to give any reply, justification to any of the Bidder in any form. No communication in this regard shall be entertained post submission of the Bid.

6.1.6 Bid should be filled in only with ink or typed. Any bid filled in by pencil or otherwise shall not be considered.

6.1.7 All additions, alterations, and over-writings in the bid or accompanying documents must be clearly signed and stamped by the authorized signatory to the bid.

6.1.8 It is suggested that bidder may visit Site with prior permission to get familiarized with the site and actual scope of work, discuss with the concerned officials and get fully appraised before bid submission.

7.0 Bid Submission & Instruction for Online Tendering

7.1 All documents shall be submitted in 1(one) original plus 1 (one) copy. Bidder to submit price Schedule in the same format of RFP .Technical bid with copy of unpriced bid shall be submitted in Part-I with clearly

super scribed name of the Bidder on the Envelope along with EMD and Tender fee.

- 7.2 Bidder will have to upload scanned copy of **Bidder & Bid Information** as per attached format as a part of Technical Bid (Part-I) on nprocure portal in the Technical Bid section along with details/Proofs of Tender fees and EMD. The original format also shall be submitted along with the physical bid. Any queries related to Bid may be mail to **psgoyal@gipcl.com**.

7.3 Bid shall be submitted in Two Part

7.3.1A: Part: I –Technical with Tender Fee and EMD in Physical form (In a separate sealed envelope)

Part I shall contain following:

Envelope I + Envelope II, both separately sealed and put in another sealed cover super scribing Part – I clearly as follows:

a) **Envelope-I : Earnest Money Deposit (EMD along with Tender Fee)**

The Earnest Money deposit (EMD) shall be placed in a separate sealed envelope marked as “EMD” and Tender No. GIPCL/O&M/Contractor/15MW/Kotadapitha Wind Farm/2023_along with Tender Fee.

b) **Envelope-II : Un-priced / Technical Bid With Supporting Documents including Bid eligibility criteria :**

The Un-priced bid shall contain one duly signed and stamped on each and every page of tender document and addenda, if any.

Price Schedule format with prices kept blanked shall be submitted as a token of acceptance of the same.

Necessary documents complete in all respect in support of meeting with Bid Eligibility Criteria and Bid Evaluation criteria shall be furnished along with all other documents sought under this tender document.

The respective envelopes are to be super scribed as EMD along with Tender Fee (Envelop-I) , and Technical Bid (Envelop-II) (PART-I). All the above two envelopes i.e. EMD along with Tender fee and Un-priced / Technical Bid shall be put inside one single envelope, sealed and clearly super scribed on the envelope.

BID DOCUMENT – DO NOT OPEN
BID DOCUMENT (Part-I-Technical) FOR RFP FOR SELECTION OF O&M CONTRACTOR FOR 15 MW KOTADAPITHA WIND FARM

DUE DATE: 17.03.2023 up to 14:00 Hrs IST for Online Price bid
18.03.2023 up to 14:00 Hrs IST for Physical Bid
For understanding purpose, for Bid submission, a pictorial view for enclosing Envelopes and submitting Technical Bid Part-I in physical form with EMD as per RFP is depicted below:

Main Bid Envelope for Submission (Addressed to Bid receiving address as per RFP)

BID DOCUMENT – DO NOT OPEN
BID DOCUMENT (Part-I-Technical only) FOR RFP FOR SELECTION OF O&M CONTRACTOR FOR 15 MW KOTADAPITHA WIND FARM TENDER NO. : GIPCL/O&M/Contractor/15MW/Kotadapitha Wind Farm/2023

Name of the Bidder

To,
Bid Submission address of GIPCL as per RFP

From:
Bidder's
Details

ENVELOPE PART- I (SEALED) (1 ORIGINAL + 1 EMD WITH TENDER FEE TECHNICAL- BID)

ENVELOPE I **ENVELOPE -II**

Note: Bidder must submit Price Bid as per GIPCL RFP format only in electronic form online to <https://www.nprocure.com> or <https://gipcl.nprocure.com> only as per Bid Instructions. Bids received containing Prices in Physical form shall be out rightly rejected.

Electronic form in context of Price Bid shall mean Bidders should submit copy of Price Schedules electronically signed by authorized signatory as per RFP on nprocure web site at relevant section. This shall applicable wherever indicated in the RFP or submission of prices online.

B. Part-II: Price Bid

7.3.2 All Bidders kindly note that Price Bid must be submitted online in electronic format only through e-tendering on n-procure portal at <https://gipcl.nprocure.com> or as notified by GIPCL after completing registration and with valid digital signature certificate by authorized signatory strictly as per GIPCL RFP format and Bid submission instructions only. Price Bid shall be submitted online site wise separately strictly as per Price Bid Formats.

- 7.3.3 It should contain only the “Price Schedule” complete with rates / prices filled in. The “Price Schedule” shall be free from any terms and conditions. “Price Bid” containing any new / fresh condition shall be liable for rejection.
- 7.3.4 Bidder shall ensure that they submit the bid well before the "Due Date & Time of Bid-Submission". GIPCL – shall not be responsible for any delay in submission of Bid and inability of a bidder to submit bids on "Due Date & Time of Bid-Submission".
- 7.3.5 Any bidder who wishes to quote against this Tender may download the Tender Document from GIPCL website www.gipcl.com or form <https://www.nprocure.com> or <https://gipcl.nprocure.com>. Bidder may go through the e tendering instruction for online Bid participation through n-procure platform at respective clause for further details and guidance for participation in the tendering process through e-tendering. In case of any queries related to e-tendering system, Bidder may write/contact at following details:

**(n) Code Solutions –
A division of GNFC Ltd.
403, GNFC Info Tower, S G Road Bodakdev,
Ahmedabad – 380 054 (India)
Tel: +91 79 4000 7300
Fax: +91 79 4000 7533
E-mail: nprocure@ncode.in
www.nprocure.com
Toll Free: 1800-419-4632**

- 7.3.6 Bidder must submit Part–I (Technical) Bid in Physical form with EMD and Tender Fee with other supporting documents for qualification & Un-priced copy of price schedule as per RFP format only to Correspondence Address Part-I (Technical) Bids in Physical form to be submitted to following address:

General Manager (RE-O&M)
Gujarat Industries Power Co Ltd
P.O Ranoli, Dist: Vadodara-391350
Phone : +91-265-2234411
Mobile : +91-9909925801
Fax : +91-265-2230029
Email : psgoyal@gipcl.com

All Bidders noted that all correspondences /clarification /queries to be raised /posted on psgoyal@gipcl.com.

- 7.3.7 All documents shall be submitted in 1(one) original plus 1 (one) copy.
- 7.3.8 In case price bid is received in Physical condition and / or contained / mentioned anywhere else the offer will be rejected.
- 7.3.9 The EMD shall be in the form of Bank Draft or Original irrevocable Bank Guarantee of equivalent amount as per **BRS-16** issued by approved

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Bank listed at **BRS-19** in favour of Gujarat Industries Power Company Limited valid for a period of 120 days from the due date of the submission of the Bid.

- 7.3.10 EMD shall be non-interest bearing. Any bid, not accompanied with requisite EMD shall be summarily rejected.
- 7.3.11 Owner shall not be responsible for any delay, loss or non-receipt of bids sent through post / courier / or other means / reasons, whatsoever.
- 7.3.12 Part-I (un-priced Bid separately for each site) of the Bids submitted by due date and time at the above address shall be opened as per the Schedule mentioned.
- 7.3.13 Owner may at its sole discretion, extend the bid submission due date / time.
- 7.3.14 Bid document may be checked before submission to ensure that all information/ documents required for qualification are included.
- 7.3.15 Transfer of bid document issued to one prospective Bidder to any other party is not permissible.
- 7.3.16 Intending Bidders are required to carefully go through the instructions included in the bid document and participation in e-tendering through n-procure platform and get fully acquainted themselves with Bidding procedure. It would be the sole responsibility of the bidder to submit Bid strictly as per Bidding Instructions contained in the RFP and complete necessary formalities of registration, obtaining valid Digital Certificates for authorized Bid signatories etc from n-code solution as per the contact details given in the RFP Bid document. Bidder shall bear all cost associated with completing any such formalities for participation. Bidder must furnish complete information, necessary documents and schedules in line with RFP. Incomplete information, inadequate supporting data, Bids without complying or adherence to online participation formalities as prescribed shall make Bids non responsive and shall be liable for rejection.
- 7.3.17 The Bidder will be deemed to have independently obtained all the necessary information for the purpose of preparing his bid.
- 7.3.18 It should be clearly noted that under no circumstances any time extension or any financial or any other kind of adjustment would be permitted for want of non-familiarity of work or work site, e-tendering procedure etc.
- 7.3.19 All costs towards visit(s), conference(s), preparation and submission of bids shall be borne by the Bidders themselves.
- 7.3.20 At any time, prior to last date of receipt of bids, Owner either on its own initiative or in response to clarifications requested by a prospective Bidder, may amend/correct the RFP document by issuing an amendment/corrigendum/clarification by way of posting it on the website of the company i.e. www.gipcl.com or <https://www.nprocure.com> or <https://gipcl.nprocure.com> from time to**

time. GIPCL will not issue any clarification/amendment in newspaper and all information related to this RFP will be uploaded on above mentioned websites only. All prospective Bidders should regularly keep updating themselves for issue of any such corrigendum/amendment/clarification etc and other Bid related information. Bidders should submit their Bids taking into consideration impact of any such clarification / amendment / corrigendum etc issued prior to closing date. Bids without cognizance of any such information shall be treated as non responsive and liable to be rejected.

- 7.3.21 After opening of proposal and till final selection of successful Bidders(s), no correspondence of any type will be entertained, unless called for by owner. Any type of uncalled for clarifications on prices and or rebates shall not be accepted.
- 7.3.22 Bidders are advised to submit offers strictly based on the terms and Conditions and specifications contained in the bid documents. Bidder to sign “**No Deviation Certificate**” as per **BRS-5** Bids with deviation or conditionality with respect to RFP and any subsequent written clarification/amendment/corrigendum issued to the RFP prior to submission date, may not be considered for evaluation and may be liable for rejection.
- 7.3.23 **The Bidder must quote the prices in line with the formats provided in the document.** Quoted rate / cost shall be entered in words as well as in figures. These should not contain any additions, alterations, over-writings, cuttings or corrections and any other markings, which leave any room for doubt. In case of difference in figures and words, the amount written in words shall prevail and shall be considered for evaluation.
- 7.3.24 A single authorized representative of the Bidder should sign and affix seal on each page of the bid document. Proof for authorization for signing the document shall be furnished by the Bidder.
- 7.3.25 Bid proposal preparation is the responsibility of the Bidder and no relief or consideration will be given for errors and omissions.
- 7.3.26 Bidders shall declare that they have not been banned by any Government or quasi Government agency.
- 7.3.27 Bidders are advised to submit offers in accordance with the terms and conditions and specifications contained in the tender document.

7.3.28 Instruction for Online Tendering:

- (i) Tender documents are available only in electronic format which Bidders can download free of cost from the GIPCL Web site: www.gipcl.com and also from web site: <https://www.nprocure.com> or <https://gipcl.nprocure.com> up to 17.03.2023

- (ii) Part-I (Technical Bid) along with EMD & tender fee to be submitted in physical form at designated address. Part- II Price Bid should be submitted only online through the website <https://gipcl.nprocure.com> or <https://www.nprocure.com>. No physical submission of Price bid will be entertained. Bids submitted through fax, e-mail, or any other electronic form except designated portal platform is liable for rejection.
- (iii) Bid submission shall be considered valid only if both Part-I in physical form & Part- II(Price Bid) in electronic form are submitted before due date and time. Failure to submit any of the Part before due date and time will make Bid invalid.
- (iv) Bidders who wish to participate in this tender will have to procure or should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n)code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below .All bids should be digitally signed. The bidders are required to contact at the below mentioned address for detailed training on on-line tendering.

**(n) Code Solutions –
A division of GNFC Ltd.
403, GNFC Infotower, S.G Road,
Bodakdev, Ahmedabad – 380054 (Gujarat, India)
Toll Free: 1-800-419-4632/1-800-233-1010,
Tel: 079-26857315/316/317
E-mail: nprocure@gnvfc.net, website:
www.nprocure.com**

Bidder may visit <https://www.nprocure.com/html/faq.asp> for information regarding the tendering registration process.

Kindly note that valid Digital Signature Certificates is must for all the interested bidders in the name of Authorized Bid Signatory. Online tendering process is not possible without valid digital signature certificate. Interested bidders are also requested to complete their procedure for taking digital signature certificate in respect of filling of application form, supporting documents with necessary fees at least 3 days before last date of tender submission.

- (v) Problems in hardware/software, internet connectivity, system configurations, browser settings etc for what so ever reason shall not be considered for extension of tender closing date and time.
- (vi) (n)code solutions reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by bidder.(n)code solutions is fully authorized to issue digital signature certificate to bidders.

- (vii) All the bidders who have no facility to participate in on-line tenders are requested to contact (n) code solutions for the same.
- (viii) All the correspondence in respect of training, support or digital signature certificate should be addressed to (n) code solutions directly on the above mentioned address.

7.4 DISQUALIFICATIONS

Owner reserves the right at its sole discretion to disqualify any Bidder or reject any Bid on any of the following grounds:-

- 7.4.1 Found having indulged in corrupt or fraudulent practices in any bid process in the past.
- 7.4.2 The Bid not being accompanied by any supporting documents or Annexures required to be submitted in accordance with the RFP /tender document.
- 7.4.3 Failure to comply with the requirements of Instructions to Bidders & RFP or the Bid being non-responsive to the requirements RFP.
- 7.4.4 If the Bid is not signed, sealed and marked as stipulated in the ITB or does not contain all the information as required in this ITB or in line with the formats specified in the ITB.
- 7.4.5 Any Bid not accompanied by a Bid Security / EMD.
- 7.4.6 Any Bid received after the “Due Date” mentioned in the relevant Clause.

7.5 REJECTION OF BID

- 7.5.1 No Correspondence by any bidder shall be entertained till such time decision in the matter is taken unless otherwise specifically asked for by Owner.
- 7.5.2 The bidder must quote the prices in line with the formats provided in the document, failing which the tender is liable for rejection. The rate / cost shall be entered in words as well as in figures. These should not contain any additions, alterations, over-writings, cuttings or corrections and any other markings, which may leave any room for doubt.

7.6 FORCE MAJEURE

- 7.6.1 Any failure of the performance of either parties thereto shall not constitute default hereunder or give rise to any claims for damages, if any, to the extent such delays or failure of performance caused by occurrences such as acts of God or the public enemy, expropriation or confiscation of facilities by Government authority, compliance with any order or request of any Government authorities, acts or war rebellion, sabotage, fire, floods, explosions riots earthquake, provided always that such occurrences result in impossibility of performance of the contract.

Only events of Force Majeure which impedes the execution of the contract at the time of its occurrence shall be taken into cognizance.

7.6.2 Only events of Force Majeure which impedes the execution of the contract at the time of its occurrence shall be taken into cognizance.

7.6.3 In the event of Force Majeure, either party unable to perform any obligation under this Contract, relative obligation of the party affected by such Force Majeure shall be treated as suspended during which the Force Majeure Clause lasts.

7.6.4 The term “Force Majeure” shall have herein mean riots (other than among the Contractor’s employee), Civil commotion, War (whether declared or not), invasion, act of foreign enemies hostilities, civil war, rebellion, revolution, insurrection, military coup, damage from aircraft, nuclear fission, embargoes, quarantines, pandemics, acts of god such as earthquake (above 7.0 magnitude on Richter scales), lightning, unprecedented floods, fires not caused by the Contractors negligence and other causes which the Contractor has no control and accepted as such by Owner whose decision shall be final and binding. Normal rainy season and monsoons are not Force Majeure.

7.6.5 It is to be further clarified that Solar Power Plant being an essential service shall not covered by Lockdown or any other restriction on movement declared by Govt. However, GIPCL shall be at liberty to relax looking to the local conditions.

7.6.6 Upon occurrence of such causes and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by registered notice/email within 48 (twenty four) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

7.6.7 Time for performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such clause lasts.

7.6.8 If works are suspended by Force Majeure conditions lasting for more than two (2) months, Owner shall have the option of cancelling this Contract in whole or part thereof, at its discretion.

7.6.9 The Contractor shall not claim any compensation for Force Majeure conditions and shall take appropriate steps to insure men and materials utilized by it under the Contract well in advance.

7.7 ARBITRATION

In case of any dispute the arbitration shall be in accordance with Indian Arbitration and Conciliation Act 1996. The venue of arbitration shall be Vadodara, Gujarat.

7.8 JURISDICTION / GOVERNING LAWS

7.8.1 Jurisdiction: For all disputes arising of this contract, the jurisdiction shall lie under the jurisdiction of direct courts in the city of Vadodara only, in the state of Gujarat (India).

7.8.2 Governing Laws: The contract shall be governed by and constructed according to the laws in force in INDIA.

7.8.3 All matters, questions, disputes, differences and / or claims arising out of and / or concerning, and /or in connection with, and /or in consequence of, and /or relating to this contract which may arise between the parties in connection with the Contract or any matter arising out of or in relation thereto shall be resolved through arbitration in terms of the Arbitration and Conciliation Act, 1996 or any amendments thereof. Prior to submitting the Disputes to arbitration, the parties shall resolve to settle the dispute/s through mutual negotiation and discussions upto the highest level of GIPCL (here it is referred as Managing Director). In the event that the said dispute/s are not settled within 60 days of the arising thereof, the same shall finally be settled and determined by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof.

7.8.4 The place of arbitration shall be Vadodara or such other place as the Arbitrator, in his discretion, may determine. The language used in the arbitral proceedings shall be English.

7.8.5 Arbitration shall be conducted by a Sole Arbitrator. The arbitrator shall be jointly appointed by both the parties. If the Parties fail to mutually appoint the sole arbitrator within 30 days of a Party invoking arbitration, the sole arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996.

7.8.6 The arbitral award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction. None of the Parties shall be entitled to commence or maintain any action in a court of law upon any Dispute arising out of or relating to or in connection with this Agreement, except for the enforcement of an arbitral award or setting aside of Arbitral award or as permitted under the Arbitration and Conciliation Act, 1996.

7.8.7 Pending the submission to arbitration and thereafter, till the tribunal renders its award or decision, the Parties shall, except in the event of termination of this Agreement or in the event of any interim order/award is granted under the aforesaid Act, continue to perform their obligations under this Agreement and no payments due from or payment by the Company shall be withheld on account of such proceedings except to the extent which may be in dispute.

7.8.8 The Arbitrator may, from time to time, with the consent of the parties to the contract enlarge the time for making the award in accordance with the Arbitration and Conciliation Act, 1996.

7.9 GENERAL

Although details presented in this Bid Document have been complied with all reasonable care, it is Bidder's responsibility to satisfy itself that the information / documents are adequate and that there is no conflict between various documents / stipulations. No dispute or claims will be entertained on this account. Bid proposal preparation is the responsibility

of the bidder and no relief or consideration can be given for errors and omissions.

7.9.1 Request for sending the tender documents by post, courier or any other mode shall not be entertained.

7.9.2 The bid is to be submitted complete in all respect as per terms and conditions of the Tender document / RFP document along with Tender fee in the form of crossed demand draft only in favour of GIPCL payable at Vadodara and EMD in form of BG.

7.9.3 Bids must be received through courier / registered post, authorized representative not later than the date and time specified in the tender. Bids submitted through Fax/ e-mail or any other electronic form shall be rejected.

7.10 SUBMISSION COPIES OF CERTIFICATES / DOCUMENTARY PROOFS

7.10.1 Bidders are required to submit copies of all certificates / documentary evidences towards proof of meeting the stated "Bid Evaluation Criteria" as described along with the other requisite documents. Non-submission of copies of requisite certificates / documents shall render the bid non- responsive, and shall be liable for rejection.

7.10.2 Bid shall only be submitted by firm(s) whose experience is furnished as documentary proof towards fulfilling the Qualifying Criteria. In case the experience claimed for Qualifying is of parent company, Bid should be submitted by parent company or accompanied by Letter of Association specifically addressed to GIPCL with all resource commitment from parent company with Bid security /Guarantee from parent company. Bid submitted without such Letter of Association along with the original Bid, shall be liable to be disqualified for further evaluation and Bidder's EMD shall be forfeited.

7.11 PRE-BID MEETING

7.11.1 Bidders desirous of attending the Pre-Bid Meeting must submit authorization letter (Bid Response Sheet No.4) at the time of Pre-Bid Meeting.

7.11.2 The Bidder is requested to submit any queries on <https://www.nprocure.com> or <https://gipcl.nprocure.com> with a copy to psgoyal@gipcl.com so as to reach GIPCL at least **Three (03) days** before the pre-bid meeting. These queries shall be replied during the pre-bid meeting.

NOTE :

a) Bidders are requested to fill all "Bid Response Sheets and Annexures" as enclosed in the Bid Documents. Bidders must sign all the attachments of the Bidding Documents.

b) Bidders may depute their authorized representative to attend the "Un-priced Bid Opening-Part I".

- c) Any change in bid after the “Due Date and Time of Bid-Submission” of bid is not allowed.
- d) Bidders are advised, in their own interest, to ensure that their bids are submitted well before the “Due Date and Time of Bid-Submission” of the Bid document.
- e) Bidders are required to submit their bids along with a covering letter under the firm's / company's letter head specifying the name and designation of the authorized person signing the bid, complete postal address of firm / company, telephone number, fax number, e-mail ID etc.
- f) The RFP documents consist of Volume-I : RFP and Volume-II : GCC. The list of approved banks will be as given in Volume-I.

7.12 RIGHTS OF OWNER

7.12.1 Bidders are informed that Owner is neither under any obligations to select any bidder nor to assign any reason for either qualifying or disqualifying any bidder. Owner is also not under any obligation to award the contract and proceed with the project or any part thereof under this RFP. GIPCL reserves the right to split the orders response and evaluations of the Bids in its best interest, if required. GIPCL is not bound to select lowest Bidder solely on the basis of price.

7.12.2 At any time prior to opening of price proposals, either on its own initiative or in response to clarifications requested by any prospective bidder, Owner may modify the document by issuing an amendment on website only.

7.12.3 Owner reserves the right to assess Bidder's capability and capacity to perform the work/contract to full satisfaction of the Owner.

7.12.4 Owner reserves the right to accept, prefer and reject any or all proposals without assigning any reason thereto.

7.13 BID FORM

Bidders are required to sign the Bid Form enclosed as per Annexure-I of Vol.1 of this Section with the tender document, failing which their bid shall be liable for rejection.

7.14 VALIDITY

The bid shall be valid for 120 days from the bid due date or extension if any without any change in the quoted price and all terms and conditions.

8.0 Bidder's Eligibility Criteria

Bidders intending to participate in this tender shall fulfill the Eligibility Criteria as follows. Bids submitted without meeting any of below criteria fully or partially shall be treated as non responsive and disqualified and EMD forfeited.

The Bidder should meet the eligibility criteria and requirements stipulated hereunder:-

A. Technical Criteria:

8.1 The bidder should have the experience of successful comprehensive operation and maintenance of at least one wind farm of 25 MW capacity at single wind farm location having WEGs of 1500 kW rating or above for own WTGs or providing services as an Independent Service Provider (ISP) for minimum three years in last five years as on date of submission of the bid.

8.2 The Bidder is having experience of similar work completed/ under execution, as a main Contractor, during the last 5 years ending on last day of December 2022. The value of the undertaken work for evaluation shall be considered as under, and the Bidder shall meet at least one of the below mentioned criteria:

One similar completed/under execution work having an amount of INR 166 (One hundred Sixty Six) Lakhs

Or

Two similar completed/under execution works each having an amount of INR 110 (One Hundred Ten) Lakhs

Or

Three similar completed/under execution works each having an amount of INR 83 (Eighty Three) Lakhs

B. Financial Criteria:

- 1) Net worth of the bidder should be positive for Financial Year ended on 31.03.2022 as per audited financial statement.
- 2) Average Annual turnover of the bidder in last three financial years should be not less than Rs.5 crores.

For Technical qualification criteria, the bidder shall furnish documentary evidence by way of copies of Contract / Purchase Order and Certificate on Client's letter head for satisfactory O&M services, etc., along with the Bid to establish experience / track record meeting Bid Evaluation Criteria.

For Financial criteria, bidder shall submit Audited annual financial statement duly certified by CA to demonstrate the financial health of the company for last three years. Balance sheet and P&L account must be in the name of company.

OTHER TERMS

- (i) The experience list shall include Operation & Maintenance services provided by Bidder himself for own WTGs or as a service Provider contractor and not as a sub-contractor.
- (ii) The list of service providing shall clearly mention name of the technology partner / licensee agreement company and whether the same is valid as on date with date of expiry.
- (iii) Bidder shall ensure that all the information, facts & figures, data provided in the bid are accurate and correct. GIPCL reserves the right to confirm / verify any data or information through their own sources.
- (iv) GIPCL also may contact directly the references given and may also visit the site, Service facilities & sub-vendors works etc., physically to ascertain capabilities of the applicant, if so desire at their own cost. Bidder may have to facilitate GIPCL for any such visit.
- (iv) The bidder shall furnish documentary evidence by way of copies of Contract / Purchase Order, Completion Certificate or any other equivalent document, Audited Balance Sheet and Profit & Loss Account etc., along with the Bid to establish experience / track record and financial capabilities meeting Bid Evaluation Criteria. Attested copies of relevant documents duly signed and seal on each & every page shall be submitted.
- (v) The bidder or its Proprietor / Partner(s) / Director(s) of the Firm should not have been convicted by a Court of Law for an offence involving moral turpitude in relation to business dealings. If Bidder/partner/director is/are/were black listed /deregistered/stopped or banned from dealing in past by Govt, of Gujrat undertaking/Dept/Authority and GOG supported companies /undertaking. Organization, bid of that party liable to be rejected. Bidder agrees and undertake to accept decision of GIPCL in this regard. Bidder shall have to submit "Declaration of contractual Litigations in this regard.

Bidder should not be banned/debarred/blacklisted/put on holiday by any Government of India, Government of Gujarat, Central or State PSUs for participation in tender of conducting business. Bidder to submit an Undertaking as per prescribed Format along with the Bid. Bidder having ongoing legal dispute/arbitration with GIPCL shall not eligible to participate.

The bidder should meet all the above eligibility criteria as on the bid due date. The bids of only those bidders, who meet the Bidder's Eligibility Criteria, will be considered for further evaluation.

Notwithstanding anything stated above GIPCL reserves the right to verify all statements/information submitted to confirm the Bidder's claim on experience and to assess the Bidder's capability and capacity to perform the contract should the circumstances warrant such an assessment in the overall interest of

the project.

Further, notwithstanding the above, GIPCL reserves the right to accept or reject any BID and to annul the process of submission of BID and reject all or any BID, at any time without assigning any reason thereof. GIPCL shall not in no way responsible or liable for any loss, damage or inconvenience caused to the rejected Applicants whatsoever. GIPCL shall be under no obligation to inform the affected Applicants of the rejection and / or ground for rejection.

9 BID EVALUATION

- 9.1 (i) A two stage procedure shall be adopted for evaluation of proposals i.e. Eligibility and technical as well as financial evaluation. Selection of successful Bidder shall be based on Quality-cum-Cost Based Selection (QCBS) criteria. This considers both the technical capability of the Bidder as well as the cost of services. The Technical and Price Proposal will be given 50:50 weightage respectively.
- (ii) Technical evaluation of the un-priced bids shall be carried out first. This will be done on the basis of Eligibility Criteria as given in this RFP and completeness and conformity of the bids with respect to RFP requirements. GIPCL will review the technical bids to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified.
- (iii) The submitted evidences, documents, attested copies of work orders & work completion certificates etc to be check as a proof with EMD & Tender Fee and also provide the requisite details for meeting the eligibility requirements.
- (iv) GIPCL will verify the experience, performance, capability & strength of Bidders, independently for executing the job.
- (v) Price Bids of only technical acceptable bids shall be considered for further evaluation. Price bid of technically accepted bid shall be opened on n-procure platform. GIPCL shall evaluate the Bids received and accepted by it to ascertain the Bid is in conformity with the specifications of the tender documents.
- (vi) Any Deviation either technical or financial may be out rightly rejected

(B) Criteria for Technical Evaluation of Bids:

- (i) Bids, not satisfying the Bid-eligibility criteria will be rejected.** GIPCL will assign Points to the technically qualified bidders based on the technical evaluation criterion as follows:

Bid Evaluation Criteria & Methodology Technical/Quality Evaluation

GIPCL –RFP FOR SELECTION OF COMPREHENSIVE O&M CONTRACTOR FOR 15 MW KOTADAPITHA WIND FARM

Sr	Criteria	Maximum Points (Quality Points-Qp)	Criteria for assigning Points	Remarks
1	Aggregate Portfolio of providing Comprehensive O&M services of LSML WTGs executed till date of Bid submission in terms of Capacity (MW)	15	No experience of LSML WTGs - 0 points <=15MW - 5 points >15MW <=40 MW - 10 points >40 MW - 15 points	The bidder shall furnish documentary evidence by way of copies of Contract / Purchase Order and Certificate on Client's letter head in terms of MW capacity handled by Bidder as on date.
2	Technical tie up with Leitner Italy for technological support for including critical components and software support (LSML WTGs).	10	Technology Tie-up Leitner,Italy-10 Points No tie up with Leitner Italy -0 Points	Bidder shall furnish copy of Contract Agreement with Leitner for Technology tie up and will provide letter from technology partner for support of Leitwind Make WTGs of GIPCL for life time. In case there is no technical tie up with Leitner, Bidder has to provide details for software management in case of no technical support from Technology partner.
3	Number of Years of Experience of Bidder for providing Comprehensive O&M Services to Wind farm of either their own manufactured WTGs or any other manufacturer's WTGs with	15	>=3 Years and <= 5 years - 10 points >5 Years - 15 points	The bidder shall furnish documentary evidence by way of copies of Contract / Purchase Order and Certificate on

GIPCL –RFP FOR SELECTION OF COMPREHENSIVE O&M CONTRACTOR FOR 15 MW KOTADAPITHA WIND FARM

	Wind farm capacity of greater than 25 MW at single location.			Client's letter head
4	Yearly Machine Availability (MA%) Maintained by Bidder for the wind farm by Providing Comprehensive O&M Services to Third party Owner during last three years against three separate Order	20	Avg.MA%>=90% and <95%- 5 points	The bidder shall furnish documentary evidence by way of Certificate on Client's letter head for three contracts completed/under execution of last three years and average MA (of all 9 readings i.e 3 readings/site for 3 years) shall be considered for three years per contract.
Avg.MA%>=95%<=96%- 10 points				
Avg. MA% >96-20 points				
5	Cumulative wind farm O&M capacity being handled by Bidder currently - For either own wind farm and/or providing services to Third party owner with WTG capacity of greater than or equal to 1500 Kw Capacity	10	<=100 MW-3 Points	The bidder shall furnish documentary evidence by way of copies of Contract / Purchase Order and Certificate on Client's letter head
>100 MW and <300 MW - 5 points				
≥300 MW - 10 points				
6	Bidder's own central facility /workshop for repairing & Refurbishment of critical components and Store/Warehouse in India	5	No facility- 0 points	Bidder's self declaration along with documents submission required with Photographs and brief notes about facilities and services provided at central facility for repairing & Refurbishment with store.
Facility-5 Points				
7	Bidder's Presence in Gujarat for Windfarm O&M services	5	No Presence- 0 points	Client's declaration along with documents submission required with Photographs and brief about
Presence in Gujarat-5 Points				

				facilities and services provided
8	Bidder' s Presentation in line with Qualification and Evaluation criteria	10	Overall performance Improvement and Key steps taken by Bidder as a service provider to Third party/Customer	Presentation will include Overall portfolio handled by bidders, Years of experience for own WTGs and/or working as a Service provider to third party, Spares Management, Bidder's capability for Software & Critical components management, Management of Software and spares in case of no technical tie up with OEM/Technology Partner of Wind turbine's OEM and Overall performance improvement after handing over/taking over of third-party Wind farm.
		10	Overall capability of Bidder to Maintain Software & Critical components Management without support of OEM and Technology Partner	
		100		

(ii) Each Technical Bid will receive a technical Quality Points Qp based on the above mentioned evaluation criteria.

(C) Criteria for evaluation of Price Bids:

The Price Bid of the Bidders, who are technically qualified and responsive, will be opened. The Price Bid should contain the total cost including one-time Audit with corrective action cost of WTGs if any and O&M Cost of the Wind farm for one Single year. For Bid evaluation, Bidder's one-year single price shall be escalated with 5% up to 5th Year and Net Present Value (NPV) of O&M charges from 1st to 5th year shall be considered for further bid evaluation.

The Total Quoted Price for Bid Evaluation shall be considered as follows:

- (i) Quoted Audit Cum Corrective Action Price for WTG includes all taxes & duties.
- (ii) Quoted Annual (AMC) O&M charges for one(1) year inclusive all taxes & duties etc (as per Price Bid P-I). Bidder's one year single price shall be escalated with 5% up to 5th Year and Net Present Value (NPV) of O&M charges from 1st to 5th year
- (iii) Discount Factor of 8.35% annually as per CERC RE Tariff Order for FY2022-23

Bid Value for Evaluation shall be calculated using above parameters as follows:

Bid Evaluation Price=Quoted Audit with Corrective action price+ NPV of O&M price (1st to 5th year)

Bid Value for Evaluation shall be calculated using above parameters as follows:

(D) Ranking of Proposals (QCBS)

After find out Bid Evaluation Price as above Total Merit score shall be calculated follows:

Step1		Find Out Cost Point $C_p = (PL / P) * 100$, where PL = Lowest Price, P = Price Quoted by bidder under consideration
Step2		50% weightage of Total Quality Points Q_p shall be considered as above i.e. $0.50 * Q_p$
Step3		50% weightage of Cost point C_p shall be considered i.e. $0.50 * C_p$
Step4	Summation	Total Merit Points/Score=$0.50 * Q_p + 0.50 * C_p$

Following completion of Bid Evaluation of Technical and Price Proposals, final ranking of the Proposals will be determined. **BIDDER WITH MAXIMUM MERIT SCORE WILL BE RANKED FIRST.**

The sample calculation for Bid evaluation has been furnished at Bid Response Sheet-14. GIPCL's decision in this regard shall be final & binding and no further discussion / interface shall be held with the bidders whose bids are technically disqualified / rejected.

- (E) GIPCL reserves the right to accept or reject any proposal at any time prior to award of contract/order, without assigning any reasons and without any liability for the GIPCL.
- (F) GIPCL shall also consider past experience of Contracts execution by Bidder for GIPCL or other reputed developers while carrying out overall due diligence of the proposal and evaluating Bidder in totality to take final call on his selection. GIPCL decision regarding the same shall be final & binding to the bidder.

In case of discrepancy between the prices quoted in words and in figures, the price mentioned in words shall be considered.

9.2 Price Evaluation:

- i) Price Evaluation shall be based on Price Bid P-I. The sum of Quoted Price By Bidder i.e. total Price which includes price quoted in Price Bid P-I (Sum of Quoted Audit Cum Corrective Action Price inclusive of all taxes/duties + NPV of AMC charges for 1st to 5th Year* inclusive of all taxes/duties as shown in Price Bid

**** As mentioned above single year i.e 1st Year O& M Price of bidder's shall be escalated 5% each year up to 5th year.***

Bidders are requested to fill up the Price Schedule-P-II with brief about issues observed in various WTGs in the format as shared in Price P-II. Price mentioned in P-II schedule will match with Price mentioned in Price Schedule P-I against charges mentioned at Audit and Corrective action charges.

GIPCL will decide placement of orders to be based on the outcome of Bid evaluation. There may be changes in the RFP conditions based on outcome of Pre-Bid Meet. GIPCL will be in no compulsion to order to any of the Bidder. It will be entirely GIPCL prerogative to take a final call on placement of order. The issues of this RFP/tender merely do not guarantee placement of order and same will be decided on the comprehensive review of the proposal outcome of competitive bidding process. The successful bidder shall be awarded Letter of Intent or Letter of Award subsequently.

GIPCL reserves the right to prefer, select, reject any Bidder without assigning any reason whatsoever. GIPCL at its sole discretion annul the bidding process at any time.

10. Scope of Work:

A. Brief Scope of Work

The scope of Work for O&M contract shall include but not limited to the following:-

1. Complete day to day Operation of the Wind Farm as per the agreed terms and Prudent Utility Practices.
2. Bidder has to Comply with all Grid connectivity norms including Day Ahead Declaration (Day Ahead Declaration shall be the responsibility of Bidder) of Wind Generation as required by Grid Code / SLDC / Regulatory Norms notified from time to time during entire O & M period. Any penalty if arise due to non compliance of SLDC/GERC requirement shall be borne by contractor. To share real time data to respective QCA either on FTP or through other alternative arrangement , is a responsibility of Bidder.
3. Supply of all Spares and Consumables and maintain availability of Wind farm as per requirement
4. All statutory compliances as may be required. (Any cost implication due to new development post bid date shall be borne by GIPCL. Any prevailing norms not accounted by Bidder in his price shall be to Bidder's account).
5. Arrangement of Tools and Tackles.
6. Crane Management whenever required
7. Testing of equipment of WTG, HT Yard and Feeder as per OEM guideline and Wind Industry practices
8. Liaison with all government agencies including fees and formalities for yearly renewal of all the electrical equipment and system from Chief Electrical Inspector and other statutory bodies whenever applicable.
9. All administrative work.
10. Maintaining records & submission to all concerned authorities.
11. Providing Security services for Wind farm
12. Safety of the Wind farm
13. Periodic repair and maintenance, including painting , anticorrosive treatment, termite proofing, water proofing etc required to upkeep the wind farm asset including plant & machinery, Hot-line Washing in Switchyard, equipment, buildings, structures etc as per OEM recommendation and standard industry practice as a Prudent Operator.

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14. Any support/data/information required for revenue realization with agency.
15. Preparation of all reports, documents for insurance claims. Preparation of Incident Report and submission of plant data/reports required for insurance Claim to be provided by Bidder
16. During O&M Contract , if the WTGs will be forcefully stopped by any third-party/local villagers for right of way (RoW) or any other local issues, it shall be the sole responsibility of the Contractor/bidder to resolve such issues inclusive police complain if required and restore operations of the Facility. Any downtime due to RoW during the tenure of the Contract shall be construed as non-availability of WTGs and the Contractor shall compensate in case of any performance shortfall. It will not considered under Force Majeure condition.

It shall be the responsibility of the bidder to make fool proof arrangements for Right of Way (ROW) to ensure unobstructed Operation & Maintenance (O & M) of the wind farm. Any effect of RoW problem will be to Bidder's account during contract duration. Regarding any 'Genuine" ROW issue arising during O&M Phase, the genuinity of the issue shall be reviewed by GIPCL purely on merit, on case to case basis. Decision of GIPCL shall be binding to Bidder. In case the issue not found to be of merit, GIPCL reserves the right to ask Bidder for suitable compensation for loss for such issue. Bidder may please note that any RoW issue, do not absolve Bidder of its any of responsibilities, liabilities, commitment under the contract.

17. Handing over/Taking over of all Operation & Maintenance facility from Existing contractor
18. Providing Real time SCADA system for Remote & local monitoring of Wind farm

Bidder shall provide all day to day operation and maintenance services for the wind power project as set forth herein. Bidder shall perform the work and arrange/supply all required spare parts, cranes, special tools & tackles or any other items as may be required , in a prudent and efficient manner and in accordance with manufacturer's and system designer specifications.

Annual Operating Plan for plant and O&M manuals. All applicable Indian laws of land including environmental protection, pollution, sanitary, employment and safety laws, government rules shall be complied.

B. Detailed Scope of Work

Operation and Maintenance:

The Scope includes comprehensive O&M for 5 years from the completion date of stabilization period allotted for corrective actions taken from the date of issuance of LOI. This stabilization period start after 15 days from date of issuance of LOI. Total two months period (60 days) shall be given to successful bidder for taking all corrective actions in 10 WTGs. This two month time shall be considered as stabilization period. The scope includes complete day to day Operation of the Wind Farm as per the agreed terms and Prudent Utility Practices and successful running of the WEGs for optimum energy generation as well as maintenance of associated facilities of the wind farm.

The Scope also includes:

- (1) Deputation of Engineer and other supporting personnel with security.
- (2) Keeping the WEGs in operational mode so as to get optimum energy generation from the wind power project. Complying with all Grid connectivity norms including Day Ahead Declaration of Wind Generation as required by Grid Code / SLDC / Regulatory Norms notified from time to time.
- (3) Monitoring controlling, troubleshooting maintaining of records, registers is in Bidder's scope.
- (4) Maintain proper and adequate inventory of all spares, consumables and fixing / application of the same as per WEGs, conducting periodical maintenance check, testing over hauling and taking preventive action for smooth running of wind farm as required, General up keeping of all equipment, building, maintaining all weather roads to access WTGs for any breakdown /stoppages in any seasons etc. Required spares list based on Bidder's experience as well as spares consumption pattern shall be mutually decided and Bidder has to maintain minimum quantity of such spares for uninterrupted operation of wind farm as per scope of work. Bidder has to inform Spare Inventory list and quantity from time to time to GIPCL. In this regard, based on GIPCL experience list of spares to be maintained at site is attached as an Bid Responsive Sheet.
- (5) Bidder shall arrange for the required storage Facility in the vicinity of the WTGs for storage of spares and consumables and workshops for immediate service requirements. The ownership of such storage and workshop facilities shall lie with the Contractor.
- (6) In line with Wind Industry's general practice, Bidder has to carry at least half yearly and Yearly Maintenance of Individual WTGs along with HT yard and 33 KV Feeder in line with OEM guideline. Bidder has to plan/ schedule for Preventive Maintenance of Wind farm/HT yard/Feeder considering low wind duration only to mitigate the generation loss to owner.

- (7) Preventive Maintenance of WTG shall be considered regular torquing of various components, Checking of tightness of various electrical and electronic components including various Motors & sensors, panels including Tower base cabinet, Converter Panel, Nacelle cabinet, Pitch and Hub panel, Checking of healthiness of Pitch Batteries and charging system, Calibration checks of Blades as well as various sensors as per requirement, Visual inspection & cleaning of Blades, Panel filter cleaning and replacement, regular filling up of lubrication i.e. grease & oil in WTGs for smooth operation of WTGs HT yard equipment regular routine Maintenance of USS Transformer, CT and PT, VCB, Isolator, Lightning Arrestor etc as per OEM guideline. Bidder is also responsible for Oil filtration, Oil top up in USS Transformer.
- (8) Submission of daily/periodical reports to Owner energy generation and operating conditions of the wind farm. Taking care of all the security aspects of the wind farm. Continuous monitoring of performance of the Wind Electric Generators and regular maintenance of the whole system including WEGs, transformers, overhead lines, outdoor kiosks, switchgear, balance equipment etc. for extracting and maintaining the maximum energy output from the wind farm.
- (9) Maintain the facility accurate and up-to-date operating logs, records and monthly reports regarding Operation & Maintenance of the facility. To perform or contract for and oversee the Performance of periodic overhauls or maintenance required for the facility in accordance with the recommendations of the original equipment manufacturer.
- (10) Maintain and up-keep control room, all internal roads, tool room, stores, equipment, etc. in workable conditions.
- (11) To discharge obligations relating to retirement/ Superannuating benefits to employees (of the contractor) or any other benefit accruing to them in the nature of compensation, bonus / in addition to salary, etc. for the period of service with the Contractor
- (12) **Operation part consists** of deputing necessary skilled manpower required to operate the wind farm at the optimum capacity. The Bidder should take the responsibility on behalf of owner for providing data and other compliances for forecasting & scheduling of generation for the wind power project as per the statutory requirement. In case of any penalty levied or amount deducted from GIPCL Invoice by SLDC /GUVNL for non adherence to forecasted generation, the same shall be recovered from Monthly O&M invoice of the Bidder. All data furnished for the day shall be based on hourly basis, month data shall be on day basis & annual data shall be based on month basis.

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(13) Bidder please note that existing SCADA data of M/s. Leitwind is available remotely on park viewer of LSML. Bidder has to take care and maintain all password and other software details to access such data. In addition of park viewer data, 10-minute data are being pushed on to GIPCL FTP server by LSML as per present arrangement. Hence during changing over, bidder has to take care that all existing WTG wise data available on park viewer must be pushed to GIPCL Vadodara FTP server in existing format as, GIPCL has developed Integrated SCADA system based on data received in specified format Bidder has to provide 10 Minute FTP data of Individual WTGs with all existing critical parameters as per M/s.LSML's park viewer data to GIPCL for monitoring real time data as well as required data to be pushed to QCA (As per QCA requirement) for accurate scheduling & forecasting. In case of any interruption, Bidder has to give utmost priority for data restoration. Hence it is Bidder's responsibilities to share the data through Park viewer or through any other alternative arrangement in such a manner that offered system by bidder must includes all required data as per LSML's Park viewer majorly includes but not limited to Wind speed, Power, Availability of WTG and Wind farm, Rotor speed, nacelle position, Wind direction, various Temperature and pressure, Voltage, current, frequency, Daily Monthly and yearly data, WTG current status with position of Run/stop/Breakdown/Idle etc, Warning and error on which WTG stopped with 10 minutes file of individual WTGs. Sample of FTP file available on Parkviewer and on FTP platform is attached as Annexure to this tender.

(14) Daily work of the operator in the wind farm shall include logging of various parameters the voltage, current, power factor, Active and Reactive Power output, wind speed, wind direction of wind farm(s), the Bidder shall keeping batteries in healthy state and to check , specific gravity, temperature, battery voltage, individual WEG's output data once a day. The operator shall also record failures, interruption in supply and tripping of different relays, reason for such tripping, duration of interruption etc. and inform Owner of such interruptions with details very next day of occurrence. Necessary auto data recording instruments will be provided.

(15) The operator shall record daily and monthly energy output of each WEG. Monthly Performance reports indicating turbine wise energy production, down time, capacity utilization factor, machine availability, Spares utilization etc. shall be prepared for each WEG as well as for the wind farm and furnished in soft mode to Owner in the first week of the following month.

A daily report comprising energy generation, grid availability, breakdowns, generation hours, low wind hours, machine availability etc shall be sent through e-mail and /or made available through CRM to Owner.

Annual performance of each WEG based on Actual energy generation at LCS panel during the year with Monthly Spares consumption details shall be prepared and shared with owner.

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The above Annual report shall be submitted in the month of April every year. Format for all day, month & annual data may be mutually agreed & decided.

GIPCL at its discretion may get the performance checked from an independent technical consultant. In case of any shortfall in performance, GIPCL reserves the right to deduct appropriate amount as penalty from the bills as per agreed terms. Bidder has to keep all possible efforts to run the WTGs without any curtailment i.e. generation in line with Power curve. Power Curtailment due to Grid requirement only can be allowed. In case of any curtailment observed without any specific reasons as above, GIPCL has all rights to imposed a penalty on the bidder for such curtailment.

- (16) **Maintenance part consists** that BIDDER shall conduct the preventive maintenance/checks schedules for daily, monthly and yearly and attend to the breakdowns keeping in view that the machine availability is always more than 97% in High wind period i.e. from May to August (4 Months) and more than 94% during low wind period i.e. from September to April (8 Months). A copy of such Schedule shall be submitted to the Owner in advance.

Bidder shall carry out the periodical/plant maintenance as given in the manufacturer's service manual and perform minimum two certified services per annum. Such program for all the equipment shall be prepared as per operating manuals of manufacturer's and shall be implemented in letter and sprits. Regular periodic checks of the WEGs shall be carried out as a part of routine preventive maintenance during low wind period only except any emergency requirement with prior approval of GIPCL. In order to meet the maintenance requirements stock of consumables are to be maintained as well as various spare as recommended by the manufacturer at least for 2 years to be kept for usage.

- (17) Maintenance of other major equipment involved in wind energy farm are step up transformers, overhead line equipment, switchgear indoor / outdoor ,VCB kiosk and metering panel. Particular care shall be taken for outdoor equipment to prevent corrosion. Cleaning of the insulators and applying Vaseline on insulators if required, shall also be carried out at every 3 to 4 months/regular interval. Resistance of the earthing system as well as individual earth resistance is to be measured and recorded during Maintenance/ regular interval. If the earth resistance is high suitable action shall be taken to bring down the same within the limits.

- (18) Maintenance record is to be maintained by the operator to record regular maintenance work carried out as well as any breakdown maintenance along with the date of maintenance, reasons for the breakdowns, steps taken for attending to the breakdown, duration of the breakdown etc.

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- (19) Schedules will be drawn such that some of the jobs other than breakdown, which may require comparatively long stoppage of the WEG's, shall be carried out preferably during the low wind season except any emergency
- (20) The Contractor shall deploy enough manpower at wind farm site to carryout daily routine jobs as well as preventive maintenance schedules as specified. Contractor must employ local people for non-managerial/non-supervisory position as per latest guideline of Government. The Contractor shall keep skilled and experienced Manager, Supervisor along with Electrical, Mechanical Team with administrative manpower at site on permanent basis. Requirement of Manpower is attached as an Bid Responsive sheet to this tender document.
- (21) The Contractor will attend to breakdown jobs immediately for repair/replacement /adjustments and complete at the earliest during the currency of O&M Contract.
- (22) The Contractor shall immediately report the accidents, if any, to the Engineer In charge & to all the concerned authorities as per prevailing law of the State showing the circumstances under which it happened and the extent of damage and / or injury caused. O&M Contractor would be solely & fully responsible / liable to pay for any losses/ damages/ claims, etc. and Owner will be fully indemnified for such losses / claims.
- (23) The Contractor shall comply with the provision of all relevant Acts of Central or State Governments including payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; Workmen's Compensation Act, 1923; Industrial Disputes Act, 1947; Employees State Insurance Act, 1948; Contract Labour (Regulations & Abolishment), Act 1970 or any other law relating whereto and rules made there under from time to time.
- (24) The Contractor shall at his own expense provide all amenities to his workmen as per applicable laws and rules. The Contractor shall ensure that all safety measures are taken at the site to avoid accidents to his or his Co-Contractor or Owner's Workmen. If in the event of negligence or mal-operation by the Contractor's operator any failure of equipment take place such equipment should be repaired / replaced by Contractor free of cost within a reasonable period of time.
- (25) Statutory charges like CEIG annual charges if any, other statutory charges like GEDA,GETCO,SLDC charges, land lease rental charges,RTU rental charges, line charges of substation are in owner's scope on pro-rata basis however Bidder/contractor has to provide necessary coordination and liasoning with respective Agency in case of any requirement. Other statutory charges like meter/ other equipment testing charges as per OEM guideline or statutory agency

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requirement , joint certification charges shall be in the scope of the Bidder/contractor... For such payments contractor has to inform one month in advance to the Owner. However, liaisoning & co-ordination shall be in the scope of the Contractor. Any variation after Bid date shall be borne by GIPCL. In order to ensure longevity safety of the core equipment and optimum Performance of the system the Contractor should use only genuine spares of high quality standards as recommended by manufacturers. The Contractor shall arrange for all the necessary tools and tackles including crane for carrying out all the maintenance work. Based on historical pattern of consumption, list of spares is attached as Bid Responsive sheet with this tender which bidder has to maintain at site.

- (26) The Contractor shall arrange proper security system including deputation of security personnel at his own cost for the check vigil for the wind farm. The security staff may be organized to work on suitable shift system; proper checking & recording of all incoming & outgoing materials vehicles shall be maintained. Any occurrence of unlawful activities shall be informed to GIPCL immediately. Bidder to ensure due care for the same.

(27) **BATTERY LIMIT**

The battery limit for the Bidder shall cover complete wind energy plant and power evacuation system up to the point of interconnection with 66 KV level termination point of Pooling Sub-station with state grid level. At present, Power Evacuation is carried out at 33/66 kV Kotadapitha Pooling Substation in which GIPCL 15 MW wind power is connected to 25 MVA Power Transformer which is further connected to state grid at 66 kV level. GIPCL share in this Pooling substation is to the extent of 15 MW and at present O&M of same is being carried out by LSML through local agency. Bidder will have option to continue with present O&M Agency at PSS Or manage O&M through some other feasible & practical arrangement

Hence, Bidder has to quote comprehensive O&M of the wind farm ,33 KV internal feeder from WTGs up to Pooling substation interconnection point at 66 KV level with state grid. Hence, Bidders are requested to quote comprehensive charge (from WTG up to PSS interconnection with state grid) in his offer.

- (28) Bidder shall be responsible for arranging at his own cost all spare parts required for replacement for keeping the WEG operational, repairs/replacement of any defective equipment(s) at his own cost as required from time to time, schedule and preventive maintenance, major overhauling of equipment, maintaining log sheets/record for operational detail, development of staff for continuous operation and qualified experienced engineer for supervision of O&M work, deployment of

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security personnel so as to ensure smooth operation of for entire O&M period. Owner shall not pay any other amount except the agreed O&M charges. In case of any increase/changes in Taxation after Bid date, GIPCL shall reimburse the difference to O&M contractor. In case of any decrease/benefit, the same shall be passed on to GIPCL by Bidder. Operation & maintenance of evacuation system up to the point of interconnection with 66 KV level at Pooling substation level with state grid shall be the responsibility of the O&M Operator. In case of outage of external lines connected with the wind farm, the operator shall follow up with GETCO / DISCOM in consultation with PSS Operator for prompt restoration of the faulty line under intimation to Owner.

11) Prudent utility Practice

- (a) Operator shall use all reasonable and practical efforts
- (i) To maximize plant capacity utilization
 - (ii) To minimize plant downtime
 - (iii) Optimize useful life of all the equipment of energy project
- (b) The operator shall perform following Activities:
- (1) Audit of existing Wind Turbine to find out of any corrective action and Prepare mobilization plan in consultation with Owner
 - (2) Provide the services and personnel set forth in the Mobilization Plan
 - (3) Prepare in consultation with Owner Annual Operating Plan
 - (4) Develop and implement plans and procedures including those for fire
 - (5) Fighting, maintenance planning, procuring and inventory control of stores and spares, plan to meet emergencies, plant safety and security and such Other facilities and systems as may be necessary to commence Operator's Ongoing responsibilities.
 - (6) After taking over the activity of O&M for the wind farm, the operator shall be responsible for the operation and maintenance of the plant and shall perform all necessary services including applicable services listed below with services mentioned in detailed scope of work:
 - (a) Provide all operations and maintenance services necessary and advisable to the efficiently operate and maintain the plant, inclusive of all associated and appurtenant mechanical and electrical equipments keeping in view the objective set forth herein above.
 - (b) Maintain the plant accurate and up to date operating logs, records and Monthly reports regarding the operation and maintenance of the Plant which shall include details of power output, other operating data, repairs performed and status of equipment, all such reports shall be maintained for life time of the wind farm. Upon the expiry of the term /termination, operator shall hand over such records to owner. However, Owner shall have access to all such reports all the time.

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- (C) Regularly update and implement equipment repair and replacement and preventive maintenance program that meet the specifications and recommendation of the equipment manufacturer.
- (c) Perform periodic preventive maintenance and overhauls as per recommended practices of Original Equipment Manufacturers (OEMs). Attend any breakdown in plant/facility, promptly. Inform OWNER the time and action taken with root cause analysis after attending to such breakdown shortly after restoration of WEG. *Time for root cause analysis can be mutually agreed prior to order.*
- (d) Perform services required to procure all spare parts, or equipment/s as required, overhaul of parts, tools and equipment, required to operate and maintain the plant in accordance with the recommendations of individual original equipment manufacturer.
- (e) Provide all technical & engineering support for resolving any O&M problems
- (f) Operate and maintain the plant for fire protection and safety of equipment.
- g) Maintain with assistance of the Owner, records regarding the facility in accordance with generally acceptable accounting principles under the Laws
- h) Arrange spares, consumables, tools & tackles, crane and testing
- (i) Assure technical support & critical spares support for life time of the project. In case the Bidder has a technical collaboration, his principal collaborator should separately give assurance to GIPCL for Leitwind make model such assured technical spares & service support for entire life of the project.
- j) Perform the services required to procure all spare parts, or equipment/s as Required, overhaul of parts, tools and equipment, required to operate and Maintain the Plant in accordance with the recommendations of individual Original equipment manufacturer.
- k) The Operator shall employ adequately qualified and experienced personnel for Operating and maintaining the wind power project. The operator shall ensure that such personnel remain on duty at the plant all the times, twenty four (24) hours a day and seven (07) days a week.

12.0 MACHINE AVAILABILITY

- 12.1 Bidder shall maintain the WEGs in full working condition at all time.
- 12.2 Bidder shall keep the Average minimum machine availability for the Wind farm at not less than 97% during high wind period i.e. from May to August and not less than 94% during September to April

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- 12.3. The machine availability of 97% & 94% considering power evacuation system up to interface point of Pooling Substation at 66 KV level with state grid . Availability means availability of complete wind farm including internal electrical system, Pooling substation and interconnection at 66 KV level state grid at Kotadpitha Pooling substation level and evacuation facility within O&M Contractor scope.
- 12.4 In case the Machine Availability is found to be less than 97% during high wind period i.e. from May to August and less than 94% during September to April than Bidder shall pay to the Owner Compensation as given at Clause 14 of Predetermined Compensation of GIPCL RFP. In Future, GIPCL reserves the right to change/consider the high wind period based on historical wind pattern.

13.0 GUARANTEE FOR MAINTAINING POWER FACTOR AND DRAWAL OF REACTIVE POWER

13.1 Power Factor

It will be the responsibility of the operator to maintain power factor of the wind farm not less than the minimum requirement of TRANSCO / DISCOMs so as to minimize Reactive Power drawl from State grid system. In the event of levy of any charges by State grid on account of lower power factor than the minimum mandatory requirement, such charges at actual amount shall be deducted from the operator's bills / outstanding operator's credit amount.

13.2 Reactive Power (kVArH)

The operator shall ensure that the maximum reactive power drawn Cumulatively by the WEGs annually shall not exceed 5% of the total Generation of power by the WEGs. However the Bidder can guarantee a lower percentage. In the event of drawl of Annual Reactive Power exceeding the guaranteed percentage of the total generated power by all the WEGs cumulatively and the Owner having to pay TRANSCO/DISCOM for the excess over the guaranteed percentage the Operator shall Financially compensate the Owner for such excess reactive power drawn as given at Clause No. 14 of GIPCL RFP As per present GERC order, penalty against reactive power is as follows:

1. 10 Paisa/kVArH charged for drawl of reactive power at 10% or below.
2. As per 50 Paisa/kVArH charged for drawl of reactive power above 10%.

However, Bidder has to comply for any changes in Reactive power penalty in future by respective Statutory order. Further, penalty due to non-conformance of reactive power may be deducted from O & M RA bills of Contractor. For certification, basis will be taken of energy certificate released by SLDC of respective month.

13.3 Guarantee for Transmission Losses

Total Annual Average Losses in evacuation of electricity from LCS to the point of interfacing shall not be more than 5% of energy as recorded at WEG controllers. Operator shall pay to the Owner Predetermined Mutually Agreed Compensation for transmission losses exceeding 5% as given at Clause No. 14 of GIPCL Wind RFP. For certification, basis will be taken of energy certificate released by SLDC of respective month.

14.0 PRE-DETERMINED COMPENSATION

The Operator shall pay to the Owner Pre-determined Mutually Agreed Compensation for lower Machine Availability, drawl of Reactive Power in excess of 5% and Transmission Losses exceeding 5% in the following manner. However, maximum liability for the two factors i.e. Lower machine availability and transmission losses together shall not exceed 100% of O&M charges of the concerned year. For deriving below penalties against lower Machine availability, Excess Tx loss, Excess Reactive power etc., Annual O&M charges excluding taxes of respective year, shall be considered as a base. However, LD/Penalty Invoices to be generated with additional applicable taxes which will prevail at that time of Penalty arise. In case of termination of contract, O&M charges for respective period shall be considered on prorata basis.

A) Penalty for MA Shortfall During High Wind condition (May to August):

i) For Average Machine Availability achieved below 97% and up to 92% or more (May to August):

The Operator shall pay 2% of annual O&M Charges (excluding taxes) for every 1% or part thereof on prorata basis fall in machine availability of wind farm

ii) For Average Machine Availability less than 92% (May to August):

The Operator shall pay to the Owner the actual revenue loss as per Applicable PPA tariff in addition of GBI loss @ Rs.0.5/Kwh for shortfall units for the shortfall MA below 92%.

In case, MA falls below 92% during high wind condition, Penalty should be applicable against both A (a) and (b) clause as above. Sample calculation is attached herewith this RFP in BRS.

B) Penalty for MA Shortfall During low Wind condition (September to April)

(i) For Average Machine Availability achieved below 94% and up to 90% or more (September to April):

The Operator shall pay 2% of annual O&M Charges (excluding taxes) for every 1% or part thereof on prorata basis fall in machine availability of wind farm

iii) For Average Machine Availability less than 90% (September to April):

The Operator shall pay to the Owner the actual revenue loss as per Applicable PPA tariff in addition of GBI loss @ Rs.0.5/Kwh for shortfall units for the shortfall MA below 90%.

In case, MA falls below 90% during low wind condition, Penalty should be applicable against both B ,(a) and (b) clause as above. Sample calculation is attached herewith this RFP in BRS.

Total liability on account of non-availability of machine within the parameters as stated above will be limited to 100% of the annual O&M charges for the respective year.

Average M.A for each WTG =

$$\frac{\text{= (Number of total hours for WTG in respective period* – Number of Hours (GF + FM + S + U)) x100}}{\text{(Number of total hours for WTG in respective period* – Number of Hours for (GF + FM))}}$$

$$\text{Annual Average M.A for Wind farm} = \frac{\text{Sum of the annual M.A calculated for each WEG}}{\text{No. of WEG"s of the site}}$$

Note: * Total hours considered for respective Period i..e In case of High wind , Total Hours considered for May to August and for Low wind total hours considered for September to April. Number of Hours against GF, FM, S and U also considered accordingly separately for High wind and low wind conditions

- (i) GF = Grid Failure hours for either High wind or Low wind period as applicable and mentioned above
- (ii) FM = Force Majeure hours for either High wind or Low wind period as applicable and mentioned above
- (iii) S = Scheduled Maintenance Hours for either High wind or Low wind period as applicable and mentioned above
- (iv) U = Unscheduled Maintenance Hours for either High wind or Low wind period as applicable and mentioned above

Please note that Penalty shall be calculated and settled for High wind and Low wind period separately. For reference, please refer attached sample calculation for understanding of penalty calculation attached as Bid Responsive sheet.

c) For excess drawl of Reactive Power

Operator shall pay to the Owner for the quantity of Reactive Power drawl in excess of the 5% as penalty levied by TRANSCO/DISCOM during the concerned period.

d) For Transmission Losses exceeding 5%

BIDDER shall pay to the Owner an amount equal to @2% of the annual O&M Charges for every 1% on prorata basis of excessive losses over 5% on annual Transmission Losses of the wind farm subject to a maximum of 15% of the annual O&M Charges (excluding taxes) . Any Compensation arising out of guarantees during O&M period shall be adjusted against the O&M charges to be made to the Operator on annual basis in the last quarter.

e) Penalty for Lower Machine Availability During Stabilization

A maximum period of 60 (sixty) days will be given as stabilization period to the successful bidder which shall start after 15 days from the date of issuance of LOI to successful bidder to complete any corrective action based on Audit and to regularize the operation of the wind Farm. However, during the stabilization period, average monthly machine availability shall not be less than 90% (Ninety percent), otherwise GIPCL shall ask for compensation for revenue loss. In case of Machine Availability falls below 90% (Ninety percent) at any WTG level Performance Shortfall shall be applied for MA below 90%.

For all penalties against lower MA, Excessive Reactive power and Transmission loss, Annual O&M charges (excluding Taxes) of respective year shall be considered, however LD/Penalty Invoices to be generate by imposing prevailing Taxes at the time of penalty occurred.

15.0 O&M PERFORMANCE GUARANTEE

(a) The Successful Bidder shall furnish Performance Security to GIPCL for securing the due and faithful performance of its obligations under the

Tender No: GIPCL/O&M/Contractor/15MW/Kotadapitha Wind Farm/2023

GIPCL –RFP FOR SELECTION OF COMPREHENSIVE O&M CONTRACTOR FOR 15 MW KOTADAPITHA WIND FARM

Agreement, within 10 (ten) days from the date of Issuance of LOI for amount of equivalent to 15% (Fifteen percent) of Sum of the Operations & Maintenance charges excluding taxes quoted for the fourteen months of operations, payable to GIPCL by the Successful Bidder.

- (b) Subsequently, BIDDER shall submit a Bank Guarantee one month prior to completion of Current O&M period for an amount equivalent to 15% (fifteen percent) of sum of annual O&M charges for next contract year i.e.

In second year of contract, SPBG value =15% of (Annual O&M charges of second year excluding taxes). Every year a fresh bank guarantee shall be submitted by Bidder, having validity of 12 months, one month prior to expiry of the previous Bank Guarantee or the existing bank guarantee can be extended suitably every year till O&M contract remains with the Bidder.

Such Bank Guarantee shall be given in the Performa as per Bid Responsive Sheet 18 of Vol.1 of GIPCL Wind RFP.

16.0 INSURANCE

Operator shall provide or obtain and maintain in force throughout the period of O&M the following insurance coverage:

- 16.1 Insurance to cover third party liability of appropriate value along with an undertaking indemnifying GIPCL from any such claim.
- 16.2 Workmen compensation and /or group personal accidents Insurance policy covering all its employees and works including of the sub Operator. Pilferage, theft, burglary also to be covered by the operator.
- 16.3 Fire and allied perils including earthquake, flood, storms, cyclone, tempest, insurance policy shall be taken by the Owner regularly. In case of any loss/claim under the policy, Operator shall immediately inform the same to the Owner.
- 16.4 The Operator may or may not take MBD insurance policy but it would be the responsibility of the Operator to operate and maintain the wind farm and all the associated equipment at his own cost for the quoted O&M period for which the Owner shall pay the agreed O&M charges only. Any replacement / repair / modification of any item / equipment shall be Carried out by the Operator at his own cost for the quoted O&M period, so as to have minimum machine down time The Owner shall not be responsible for any break down / failure of any equipment to any reason thereof except for Force Majeure / Fire & Allied Perils Events or extraneous reasons.
- 16.5 The risks such as, riot, civil commotion, weather conditions, fire, war etc.

Tender No: GIPCL/O&M/Contractor/15MW/Kotadapitha Wind Farm/2023

would be excluded from the Operator's scope. Contractor shall also effect and maintain any other insurance that may be required under any law or regulation or practice from time to time.

The Contractor shall take all reasonable precautions to prevent fire of any nature in the general area of his operations and he shall be responsible for all damages due to fires directly or indirectly.

As an owner, GIPCL will take Insurance policy as per normal practices for wind farm. GIPCL is responsible for Insurance of Fire and Allied Perils as well as any Force Majeure condition. Force Majeure condition shall be applicable only in case of Act of God, other extraneous reasons beyond control of O&M contractor. Any claim arises due to poor Operation & Maintenance activities, negligence like short-circuit, overheating, oil spillage etc., O&M contractor shall be responsible. In case, GIPCL opt for IAR, in such case benefit of Material Damage (MD) loss shall be pass on to O&M contractor on sole discretion of GIPCL provided O&M contractor agrees to bear actual cost of loss for MD and agrees to bear difference between actual admitted cost and paid by Insurance company. Further, GIPCL will deduct token amount of 10% of total claim received as an overhead charge.

17.0 MEASUREMENT OF ENERGY AND METERING

17.1 Metering Systems:

The Operator shall maintain the Metering System (which shall include ABT type energy meter, current and potential transformers and metering equipment at DP yard & PSS level). The Metering System installed at site, conforming to equipment of State utility so as to measure outgoing energy and power delivered by the WEG to the State grid at the delivery point, i.e. point of inter connection and also for the import of energy for any purpose. Meter reading shall be done jointly with Power Utility Engineer on monthly basis or at mutually agreed time interval in coordination with PSS agency.

17.2 Testing of Meters

The Owner shall have the right to carry out inspections of the Metering Systems from time to time to check their accuracy. All testing and metering equipment shall conform to the relevant IS/TRASCO/DISCOM standards. If either the Operator or the Owner finds any inaccuracy in the Metering System, the operator or the Owner, as the case may be, shall notify the other party in writing within 24 hours for a joint inspection and testing from TRASCO/DISCOM/ or other agreed agency. Testing of tariff meter from time to time as per Statutory requirement or State grid requirement during

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15 MW KOTADAPITHA WIND FARM**

O&M period shall be responsibility of Bidder and to be done without any price implication to GIPCL.

17.3 Sealing and Maintenance of Meters

The Metering System shall be sealed in the presence of both parties or in the presence of DISCOM Engineer as per statutory requirement. When the Metering System and/or any component thereof is found to be outside the acceptable limits of accuracy or otherwise not functioning properly, or calibration requirement from time to time as per statutory guideline, it shall be repaired, re-calibrated or replaced by the Operator on priority without any cost implication to owner. Breaking of meter seals shall not be done except in case of any requirement by State power utility for testing/calibration. Even in such case the Operator shall immediately inform the Owner of such requirement to enable Owner for deputing its representative. All testing / calibration of metering system shall be done in presence of State power utility officials only as per statutory requirement.

18.0 Payment and O&M Charges

Payment will be made after any deductions if applicable to such type of contracts. The rate quoted shall be deemed to be inclusive of all salaries and other cost, expenses of employees, cost of spares, cost of repair / replacement / modification of any equipment or system for the entire period of O&M Contract so as to give minimum machine availability as per contract. The rates shall also be inclusive of tools & tackles, etc. and liabilities of every description and all risk of every kind to be taken in operation, maintenance and handing over the plant to the Owner by the operator. Owner shall not be responsible for any such liability on the operator in respect of this contract and exclusion of applicable taxes on the date of issue of LOI at prescribed rates due to ignorance or otherwise shall not form a reason for claiming anything extra at a later date. If any amount is payable / levied to/by TRANSCO / DISCOM, etc, on account deviation from parameters mentioned in Predetermined compensation or any other account of wind farm, the same shall be deducted from the operator's remuneration or from other due payments/Bank Guarantees.

Payment period shall be on monthly basis. The operator shall submit bills in respect of the month end i.e. after the end of each month for the payment. For any contract year, O&M payment can be released after submission of respective acceptance of performance and submission O&M BG only.,

19.0 SUBMISSION OF DAILY & MONTHLY GENERATION DATA STATEMENT

A daily report comprising energy generation, grid availability, breakdowns, generation hours, low wind hours, machine availability etc shall be sent through email to designated Authority of owner and also made available

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through online DGR portal Bidder to Owner. Monthly Generation Data statement (joint Metering) for net energy delivered to the Utility duly certified by their authorized official shall be furnished to Owner by the Operator not later than 10th day of the following month. Billing to SLDC/ DISCOM for wind farm generation will be done by Owner. The Operator shall assist OWNER if required in coordination with the DISCOMs/required agencies for revenue realization with necessary support.

20.0 OPERATOR'S OFFICE AT SITE

Bidder is responsible for obtaining space/land for Office/Cabin at the wind farm, near WTGs. All WTGs of wind farm erected on Government revenue land however responsibility for obtaining space/land at wind farm for creating Office with all necessary Infrastructure will solely remain with Bidder/Contractor. During the execution of the contract the Operator shall ensure that a Plant Manager/Supervisor with authority to take decisions to be available at site. Such person deputed by the Operator shall report to the Engineer in Charge for smooth operation of the plant. The Operator shall also provide and maintain an office at the site for the owners visiting staff / executives and such office shall be open at all reasonable hours to receive instructions, notices or other communications. The office shall have phone, and internet facility. The Operator shall be responsible for any misconduct / indiscipline by his employees or sub operator /agent employees. The Operator shall abide by the instructions of the Owner Representative, if given in this regard.

21.0 POWER OF ENTRY

In case the Operator does not execute the work in the manner described in the contract documents or if he shall at any time in the opinion of the Engineer-in-Charge:

- i) Fail to operate & maintain the plant in conformity with contract document or
 - ii) Substantially suspend work or the works for a continuous period of 15 days Without permission from the engineer in charge, or Fail to carry on and execute the works to the satisfaction as per tender terms /agreed scope and prudent engineering / industry practice and standards as Applicable with justification of the engineer in charge, or
 - iii) Commit or suffer or permit any other breach of any of the provisions of the contract on his part to be performed, or
 - iv) If the operator abandons the works, or
 - v) If the Operator during the continuance of the contract becomes bankrupt.
- In any of such events, the Owner shall have the power to enter upon the works and take possession of the plant, materials, spares, equipment, tools and stocks thereon, and to revoke the Operator's license to operate the plant by his agents, other Operators or workmen.

**22.0 HANDING OVER THE PLANT AFTER EXPIRY OF TERM/TERMINATION
TERM**

- (i) After the expiry of term & end of extension of term or termination term as the case maybe, operator shall hand over the plant to the Owner in operationally fit and running condition. The operator shall demonstrate 96 hrs short run test of all WEGs along with the associated major & critical equipment to ensure that plant is operational and in good running condition in accordance to the norms of manufacturer.
- (ii) The test shall be preferably carried out during conditions of high wind regime so that the machines are subjected to fluctuating wind thrusts and their mechanical endurance proved.
- (ii) The test shall be considered successful if values of observed parameters of WEGs are found within the set values. Testing of total capacity required.
- (iv) For conducting this test, the WEGs shall be run continuously for 96 hours without any interruption except normal stoppage attributed to Auto testing of individual WTG . In case of interruption or stoppage of WEG during the test, the test shall not be considered to have been completed. In such an event the test shall be conducted afresh.
- (v) In case of non-conformance of the parameters of any component/item of WEG, replacement of the defective component shall be done and test repeated till such time it is successful. While handing over the plant, operator shall hand over all technical documents, literature, and instruction manuals, lists of spare parts and tools & tackles of the wind farm, password for software, Backup of WTG and converter software . Operator will also hand over all the relevant record/documents. Contractor shall hand over plant in good working condition with successful running of 96 Hour test run as above.. in case if condition arise of hand over of plant due to dispute than owner reserve the right to deduct amount as well as forfeit PBG against repair /loss to owner. Owner decision in this regard is final and binding to the contractor/operator. In case for dispute also, contractor shall run the machines & have generation till dispute get resolved.
- (vi) In case of any defect found at the time of handing over, Bidder/contractor must rectify any defect / non achievement of plant dependable capacity in accordance to the norms of manufacturer arising from the defective Operation & maintenance practices or non compliance of Prudent Utility Practices or that may have been noticed or developed during/ after the plant has been taken over, the period allowed for carrying out such works will be normally one month. If any defect could not be remedied or plant dependable achievement capacity in accordance to the norms of manufacturer could not be achieved within a reasonable time the Owner may proceed to do the work at operators risk and expense and deduct from

the final bill such amount as may be decided by the Owner. All the aforesaid safeguards /rights provided for the Owner shall not prejudice its other rights/remedies elsewhere provided herein and/or under law.

23.0 FINAL PAYMENT AT THE TIME OF HANDING OVER ON TERMINATION/ EXPIRY OF CONTRACT

Whenever, in the opinion of the Engineer-in-charge, the Operator has completely performed and handing over the contract/plant on his part, the Engineer in-charge will so certify in writing to the Bidder/contractor.

Final payment to the Bidder/contractor shall be made after accounting for all the previous payments/advances/adjustments of dues, provided always that Operator furnishes a "No Further Claim - No Dues Certificate". The release of final payments does not relieve the Bidder/contractor from his any other obligations as provided for in the contract. Owner shall deduct statutory taxes at source as per prevailing rates from bills of the Operators.

24.0 FAILURE OF THE OPERATOR TO COMPLY WITH THE PROVISIONS OF THE CONTRACT

24.1 If the contractor refuses or fails to execute the work or any separate part thereof with such diligence as will ensure its completion within the time specified in the contract or extension thereof or fails to perform any of his obligation under the Contract or in any manner commits a breach of any of the provisions of the contract it shall be open to the Owner at its option by written notice to the Contractor to: -

(a) Determine the Contract: In which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Owner on that behalf, whereupon the contractor shall stop forth with any of the contractor's work then in progress, except such work as the Owner may, in writing, requires to be done to safeguard any property or work, or installations from damage, and the owner, for its part, may take over the work remaining unfinished by the Contractor and complete the same through fresh contractor or by other means, at the risk and cost of the Contractor, and any of his sureties if any, shall be liable to the owner for any excess cost occasioned by such work having to be so taken over and completed by the Owner over and above the cost at the rates specified in the schedule of quantities and rates.

(b) Without determining the Contract: To take over the work of the contractor or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the Contractor. The contractor and any of his sureties are liable to the Owner for any excess cost over and above the cost at the rates specified in the

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schedule of quantities/ rates, occasioned by such works having been taken over and completed by the Owner.

(c) In other cases, the decision of the Owner is final and binding on the contractor.

24.2. In such events of clause 24.1 (a) or (b) above

(a) The whole or part of the security deposit furnished by the Contractor is liable to be forfeited without prejudice to the right of the Owner to recover from the contractor the excess cost referred to in the sub-clause aforesaid, the Owner shall also have the right of taking possession and utilizing in completing the works or any part thereof, such of materials, equipment and plants available at work site belonging to the contractor as may be necessary and the Contractor shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

(b) The amount that may have become due to the Contractor on account of work already executed by him shall not be payable to him until after the expiry of six (6) calendar months reckoned from the date of termination of contract or from the taking over of the work or part thereof by the Owner as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall under the contract, rest exclusively with the contractor. This amount shall be subject to deduction of any amounts due from the Contractor to the Owner under the terms of the contract authorized or required to be reserved or retained by the Owner.

24.3 Before determining the contract as per clause 18.1 (a) or (b) provided in the judgment of the Owner, the default or defaults committed by the Contractor is/are curable and can be cured by the Contract if an opportunity given to him, then the Owner may issue notice in writing calling the Contractor to cure the default within such time specified in the notice.

24.4 The Owner shall also have the right to proceed or take action as per 18.1 (a) or Clause 18.1(b) above, in the event that the contractor becomes bankrupt, insolvent, compounds with his creditors, assigns the contract in favour of his Creditors or any other person or persons or being a company or a corporation goes into liquidation, provided that in the said events it shall not be necessary for the Owner to give any prior notice to the contractor.

24.5 Termination of the Contract as provided for in sub-Clause 18.1 (a) above shall not prejudice or affect their rights of the Owner which may have accrued up to the date of such termination.

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24.6 Notwithstanding above GIPCL reserves the right to terminate the contract for breach of terms & conditions of the Tender conditions/Contract.

24.7 During O&M stage at any stage, GIPCL reserve the right to terminate the contract with three-month Notice period to O&M Contractor.

25.0 Brief technical Specification of WTG

Brief technical specifications of WTGs Bidder, are as follows:-

Sr. No.	Technical Particular / Feature	
A	WTG Details	
1	Model Name/No.	LTW 80
2	Rated Output	1.5MW
3	Rotor Diameter(meter)	80.3
4	Rotor Speed(rpm)	6 to 17.8
5	Hub Height	80
7	Rotor Swept Area(m2)	5064
8	Cut In Speed(m/s)	3
9	Cut Out Speed(m/s)	25
10	Rated Wind Speed	12
11	Type of M/c –Gear / Gearless	Gearless
B	Generator Detail	
1	Type of Generator	DD-PMSG
2	Voltage(AC) / Current(Amp)	630/1870
3	No. Of Poles	104
C	Gear Box	

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1	Gear Ratio	NA
2	Type/Model	NA
D	Control facility	
1	Remote Access Facility	Yes
E	Transformer Rating(KVA)	1700
F	VCB Rating	36 kV
G	Power Evacuation	
1	Voltage at Generation level	630
2	Voltage level for Internal Evacuation System	33KV
3	Voltage level for Transmission up to GETCO S/s.	66KV

26.0 Contract Period:

O&M contract shall be considered for 5 years after completion of two month of stabilization period after 15 days from the date of issuance of LOI. GIPCL at its discretion may extend O&M period for further 5 years blocks if found suitable. In case of further extension required beyond 5 years, 6th year and subsequent year's prices shall be considered with 5 % escalation up to 10th year.

27.0 Payment terms

Bidder has to raise Invoices on Monthly basis after providing services for respective month and Payment will be released within 15 days from the date of receipt of the Invoice with all necessary required documents. For any new contract year, O&M payment can be released after submission of O&M BG & reconciliation of Performance of previous year only.

28.0 Other Terms & Condition

Prices to be FIRM and Inclusive of All taxes

The rates quoted by the Contractor shall remain firm inclusive of all taxes and binding till completion of the project in all respect. The rates shall not be subject to escalation. Rates shall be deemed to include and cover all costs, expenses, taxes, duties, levies, royalties, foreign exchange variation

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etc., and liabilities of every description and all risks associated in execution, completing and handing over the work to the Owner by the Contractor. However, any statutory changes in taxes / duties / levies will be to GIPCL's account. Further any benefits due to statutory changes in taxes / duties / levies shall be passed on to GIPCL.

Sales Tax shall be charged at concessional rate. Owner will provide Form "C" to this effect. The Owner shall deduct Income Tax, Works Contract Tax / VAT or any other similar taxes as applicable on works contract as per the prevailing rates from the bills of the Contractor. Owner shall not be responsible for any liability on this account on the Contractor in respect of this contract and exclusion of any applicable taxes at prescribed rates due to ignorance or otherwise shall not form a reason for claiming anything extra at a later date.

Any subsidies, deduction to promote Renewable Energy passed by Government of Gujarat / Statutory Bodies or Government of India shall be directly passed on to Owner during contract period.

**BID RESPONSE SHEETS (BRS),
PRICE SCHEDULE AND ANNEXURES**

BID RESPONSE SHEETS (BRS)

Sr	Bid Responsive Sheet/Annexures of Tender	Remarks	Page Number
1	Forwarding letter for Bid Submission	BRS-1	60
2	List of Enclosures	BRS-2	63
3	Financial Data for Last Three Audited Financial Year	BRS-3	64
4	Letter of Authority	BRS-4	65
5	Proforma For No Deviations Certificate	BRS-5	66
6	Declaration for No liquidation or Bankruptcy or Dispute under court of Law	BRS-6	67
7	Agreed Terms & Condition	BRS-7	68
8	Eligibility Criteria	BRS-8	69
9	Modality of Penalty deduction against MA Shortfall during O&M and stabilization	BRS-9	71
10	Annexure for last 4 years Performance MA, Reactive Power and Tx loss	BRS-10	74
11	Manpower Organogram at site	BRS-11	75
12	List of spares	BRS-12	76
13	Annexure for List of Corrective Actions in WTGs	BRS-13	78
14	Sample Calculation for Bid Evaluation	BRS-14	79
15	Sample FTP File Data	BRS-15	83
16	Proforma for Bank Guarantee for Earnest Money Deposit	BRS-16	84
17	Proforma for Bank Guarantee for Advance	BRS-17	86
18	Proforma For Contract Security-Cum-Performance Guarantee	BRS-18	88

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19	List of Scheduled Bank	BRS-19	91
20	Check List	BRS-20	92
21	Annexure for Price Bid- PI	BRS-21	93
22	Annexure for Price Bid- PII	BRS-22	95

Forwarding Letter for Bid Submission

To,
GM(RE-O&M)
M/s.Gujarat Industries Power Co. Ltd.,
PO: Ranoli
Dist. Vadodara-391 350
Gujarat, India.

**SUBJECT: SUBMISSION OF BID TOWARDS TENDER NO.
GIPCL/O&M/CONTRACTOR/15MW/KOTADAPITHA WIND FARM/2023_FOR
SELECTION OF COMPREHENSIVE O&M CONTRACTOR FOR 15 MW
KOTADAPITHA WIND FARM**

Dear Sir,

With reference to your advertising for inviting submission of Bid dated [date of advertisement] we [name of Applicant] hereby submit our offer

We,

1. acknowledge that the GIPCL (the “Owner”) will be relying on the documents and information provided in this Offer and confirm that the documents and information provided with this Offer are true and accurate;
2. shall make available to the Owner any additional information it may consider necessary or require to supplement this Offer;
2. acknowledge that the Owner may cancel the process at any time without assigning any reason and that the Owner is not obliged to invite any applicant to bid for the Project, without incurring any liability to the Applicant;
4. declare that we directly or through any of the respective group companies, have not submitted offer in response to the your bid , nor are we a member of any other Applicant that has submitted offer in response to the your Tender;
5. hereby irrevocably waive, to the extent permitted by applicable law, any right or remedy which we may have at any stage at law or howsoever otherwise arising, to challenge or question any decision taken by the Authority in connection with the bidding process, including the entities to be invited to participate in the bidding process for the Project;
6. agree with the all terms of this Tender/RFP;
7. agree to execute O&M in line with Tender terms if the final order is placed on

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us,

8. agree that we have not taken any deviation against any of the terms and condition of this RFP
9. hereby submit power of Attorney of the signatory (Authority to sign the bid) on non judicial stamp paper of appropriate value
10. hereby submit copy of Bidding Documents along with addendum/corrigendum signed in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
11. hereby agree that our bid validity is 120 days from Bid submission due date Our's further Information are as follows and same is uploaded on n procure Platform along with Technical bid documents like Proof of Tender Fee, EMD BG with this letter

Sr No	Particular	Details
a.	Name of the organization:	
b.	Address of the organization:	
c.	Phone nos.:	
d.	Fax no. :	
e.	E-mail:	
f.	Name & Particulars of the Authorized representative	
g	Company's Profile	As an Attachment
h	Bid Number and Date	
i	Tender Fee Details (DD number)	

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j	EMD BG Detail with BG number and Name of Bank	
k	Bid Validity up to date..	

Yours faithfully,

[Signature, Name and Designation of the Authorized Signatory]

Company Seal

Signature of Bidder

Bid Response Sheet No 2

LIST OF ENCLOSURES

To,
M/s.Gujarat Industries Power Co. Ltd.,
PO: Ranoli
Dist. Vadodara-391 350
Gujarat, India.

**SUB : TENDER NO. GIPCL/O&M/CONTRACTOR/15MW/KOTADAPITHA WIND
FARM/2023_FOR SELECTION OF CONTRACTOR FOR COMPREHENSIVE O&M OF
15 MW KOTADAPITHA WIND FARM**

Dear Sir,

We are enclosing the following documents as part of the bid:

- (i) Power of Attorney of the signatory to the Bidding Document.
- (ii) Documents showing Financial Situation Information for the last three years such as Audited Annual reports, profit and loss account, net worth etc. along with information as sought in Bid Response Sheet No 3
- (iii) Copy of Bidding Documents along with addendum/corrigendum signed in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
- (iv) Documentary Evidences showing the Bidder's claim of meeting Eligibility Criteria
- (v) EMD in the form of DD/ BG in favor of Gujarat Industries Power Company Ltd, Payable at Vadodara from any Bank as per Annexure
- (vi) Proof of payment towards Tender Fee.

Signature of Bidder

Company Seal

Tender No: GIPCL/O&M/Contractor/15MW/Kotadapitha Wind Farm/2023

**FINANCIAL INFORMATION
FINANCIAL DATA FOR LAST THREE AUDITED FINANCIAL YEAR**

Sr. No.	Description	FY 2019-20	FY 2020-21	FY 2021-22
1	Current Assets			
2	Current Liabilities			
3	Working Capital (1-2)			
4	Annual Turnover			
5	Paid up share capital			
6	Free Reserves and Surplus			
7	Net Worth of Bidder Funds			
8	Profits Before Taxes			
9	Return on Equity			

Attached are copies of the last three audited balance sheets, including all related notes, and income statements as indicated above, complying with the following:

- i) All such documents reflecting the financial situation of the bidder.
- ii) Historic financial statements must be audited by a certified accountant and must be complete, including all notes to the financial statements.
- iii) Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be accepted).
- IV) Filling up of All information is mandatory. Not providing any information or not in line with audited reports accompanied shall make Bid liable for rejection.
- V) Bidders have to submit necessary Authentic and Independent Credit Ratings Certificates from reputed institution such as CRISIL/ICRA etc. along with Bid submission.

Signature of Bidder

Company Seal

Tender No: GIPCL/O&M/Contractor/15MW/Kotadapitha Wind Farm/2023

LETTER OF AUTHORITY
[Proforma for Letter of Authority]

Ref:
M/s.Gujarat Industries Power Co. Ltd.,
PO: Ranoli
Dist. Vadodara-391 350
Gujarat, India.

Date:

Sub : TENDER NO. GIPCL/O&M/CONTRACTOR/15MW/KOTADAPITHA WIND FARM/2023 FOR SELECTION OF COMPREHENSIVE O&M CONTRACTOR FOR 15 MW KOTADAPITHA WIND FARM

Dear Sir,

I/We, ----- hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

[1]	Name & Designation	:	-----
	Signature	:	-----
	Phone/Cell	:	-----
	Fax	:	-----
	E-mail	:	-----
[2]	Name & Designation	:	-----
	Signature	:	-----
	Phone/Cell	:	-----
	Fax	:	-----
	E-mail	:	-----

We confirm that we shall be bound by all commitments made by aforementioned authorized representative(s).

Yours faithfully,

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation & SEAL

Note: This "Letter of Authority" should be on the "letterhead" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend Pre-bid meeting, "Techno-commercial / Un-priced" & "Price Bid" Openings if any.

Tender No: GIPCL/O&M/Contractor/15MW/Kotadapitha Wind Farm/2023

PROFORMA FOR NO DEVIATIONS CERTIFICATE

Date:

To,
General Manager (RE-O&M),
Gujarat Industries Power Company Ltd.,
P.O. - Ranoli,
DIST: Vadodara-391350.

**Sub: No Deviation Certificate regarding TENDER NO.
GIPCL/O&M/CONTRACTOR/15MW/KOTADAPITHA WIND FARM/2023_FOR
SELECTION OF COMPREHENSIVE O&M CONTRACTOR FOR 15 MW
KOTADAPITHA WIND FARM**

Dear Sir,

We, _____(Bidder's name), confirm our acceptance to all terms and conditions mentioned in the Tender Document, and all subsequent clarifications, in totality and withdraw all deviations raised by us, if any. Further, we declare that all the pages of tender document including all attachments have been read and signed this declaration as a token of acceptance of tender document.

Company Seal

Signature of Bidder

Tender No: GIPCL/O&M/Contractor/15MW/Kotadapitha Wind Farm/2023

DECLARATION

To,
General Manager (RE-O&M),
Gujarat Industries Power Company Ltd.,
P.O. - Ranoli,
DIST: Vadodara-391350.

**Sub : TENDER NO. GIPCL/O&M/CONTRACTOR/15MW/KOTADAPITHA WIND
FARM/2023_FOR SELECTION OF COMPREHENSIVE O&M CONTRACTOR
FOR 15 MW KOTADAPITHA WIND FARM**

Dear Sir,

We hereby confirm that we are not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy' and we agree that if any noticed in future, our Bid may be rejected / terminated.

In case the bidder has any dispute in court of law of any kind which can affect the O&M Contract, in such case the bidder shall furnish the status of all cases along with all relevant documents.

Company Seal

Signature of Bidder

Tender No: GIPCL/O&M/Contractor/15MW/Kotadapitha Wind Farm/2023

AGREED TERMS & CONDITIONS

Sub : TENDER NO. GIPCL/O&M/CONTRACTOR/15MW/KOTADAPITHA WIND FARM/2023 FOR SELECTION OF COMPREHENSIVE O&M CONTRACTOR FOR 15 MW KOTADAPITHA WIND FARM

Bidder's Name:

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

Sr. No.	Description	Bidder's Confirmation
1	Confirm that quoted prices are in line with RFP terms & condition	
2	Confirm quoted prices will remain firm and fixed (except for Statutory Variation and imposition of new tax/levies) as per Tender document till complete execution of the order.	
3	Confirm acceptance of relevant Terms of Payment specified in the Bid Document.	
4	Confirm that SPBG will be furnished as per Bid Document.	
5	Confirm your offer is valid for 120 days from the bid due date or extension if any of Techno- commercial Bids.	
6	Please furnish EMD details : (i) DD/BG No. & date (ii) Value (iii) Validity	
7	Confirm that Balance sheets and Profit & Loss A/c for the last three financial years are furnished along with the Un-priced Bid.	
8	The bidder is required to state whether any of the Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner or his relative is a partner.	
9	Confirm that you have not been banned or de- listed by any Government or Quasi-Government agencies or Public Sector Undertakings. If you have been banned or de- listed by any Government or Quasi-Government agency or Public Sector Undertakings, then this fact must be clearly stated. If this declaration is not furnished bid shall be treated as non-responsive and liable for rejection.	

Company Seal

Signature of Bidder

Tender No: GIPCL/O&M/Contractor/15MW/Kotadapitha Wind Farm/2023

BID ELIGIBILITY CRITERIA FORM

Sr. No.as per Bid Eligibility Criteria	Item	Reference of Supporting Document
A.	TECHNICAL	
1	The bidder should have the experience of successful comprehensive operation and maintenance of at least one wind farm of 25 MW capacity at single wind farm location having WEGs of 1500 kW rating or above for own WTGs or providing services as an Independent Service Provider (ISP) for minimum three years in last five years as on date of submission of the bid.	
2	<p>The Bidder is having experience of O&M activities completed/ under execution, as a main Contractor, during the last 5 years ending on last day of December 2022. The value of the undertaken work for evaluation shall be considered as under, and the Bidder shall meet at least one of the below mentioned criteria:</p> <p>One similar completed/under execution work having an amount of INR 166 (One hundred Sixty Six) Lakhs</p> <p>or</p> <p>Two similar completed/under execution works each having an amount of INR 110 (One Hundred Ten) Lakhs</p> <p>or</p> <p>Three similar completed/under execution works each having an amount of INR 83(Eighty Three) Lakhs</p>	<p>The bidder shall furnish documentary evidence by way of copies of Contract / Purchase Order and Certificate on Client's letter head for satisfactory O&M services, etc., along with the Bid to establish experience / track record meeting Bid Evaluation Criteria</p>

Company Seal

Signature of Bidder

Tender No: GIPCL/O&M/Contractor/15MW/Kotadapitha Wind Farm/2023

Bid Response Sheet No. _____ contd.

Sr. No.	Item	Reference of Supporting Document
B	FINANCIAL	
1	Net worth of the bidder should be positive for Financial Year ended on 31.03.2022 as per audited financial statement.	Bidder shall submit Audited annual financial statement duly certified by CA to demonstrate the financial health of the company for last three years. Balance sheet and P&L account must be in the name of company.
2	Average Annual turnover of the bidder in last three financial years should be not less than Rs.5 crores.	

Documentary evidence in support of above is to be enclosed.

Company Seal

Signature of the Bidder

Modality of Penalty deduction against MA Shortfall

Sr	Particulars		Month												Total
			Jan	Feb*	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
1	Month		Jan	Feb*	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2	Days in a Month	A	31	28	31	30	31	30	31	31	30	31	30	31	365
3	Number of Hours in Month	$B=A \times 24$	744	672	744	720	744	720	744	744	720	744	720	744	8760
4	Number of Hours in High Wind 4 months (May to August)	C	2952												
5	Number of Hours in Low Wind 8 Months (September to April)	D	5808												
6	Total Hours	E	8760												
7	Number of WTGs	F	10												

8	Performance of WTGs During High Wind 4 months (May to August)	WTG Nos.	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
i	GF = Grid Failure hours	G	5	5	5	5	5	5	5	5	5	5
ii	FM = Force Majeure hours	H	10	8	25	0	10	50	10	10	10	10
iii	S = Scheduled Maintenance Hours	I	0	0	0	0	0	0	0	0	0	0
iv	U = Unscheduled Breakdown Hours	J	150	237	441	301	205	400	100	50	90	10
v	$MA = \frac{C - (G+H+I+J)}{C - (G+H)} \times 100$	K	94.89	91.94	84.91	89.79	93.02	86.19	96.60	98.30	96.94	99.66
vi	Average Machine Availability of Wind farm During High Wind	L = Average of K	93.22									
vii	Average MA to be achieved for Wind farm during high wind condition	M	97.00									
viii	Total MA Shortfall in % i.e. Difference between 97% and actually achieved MA%	N=M-L	3.78									
ix	Assuming Annual O&M Charges in repsective year excluding Taxes	O	15000000									
x	Penalty @ 2% of Annual O&M charges for every 1% or part thereof shortfall on prorata basis for MA between 97% to 92%	$P = O \times \frac{N}{2} \times \frac{2}{100}$	1133304									
xi	Penalty for MA lower than 92% during high wind	Q	Nil									

**GIPCL –RFP FOR SELECTION OF COMPREHENSIVE O&M CONTRACTOR FOR
15 MW KOTADAPITHA WIND FARM**

xii	Total Penalty during High wind conditions	R=P+Q	1133304									
9	Performance of WTGs During Low Wind 8 months (September to April)	WTG Numbers	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
i	GF = Grid Failure hours	a	30	30	30	30	30	30	30	30	30	30
ii	FM = Force Majeure hours	b	0	0	0	0	0	0	0	50	0	0
iii	S = Scheduled Maintenance Hours	c	20	25	20	25	20	20	20	20	25	25
iv	U = Unscheduled Breakdown Hours	d	1100	75	80	90	1419	40	1211	1121	1000	90
v	$MA = \frac{D - (a+b+c+d)}{D - (a+b)}$	e	80.62	98.27	98.27	98.01	75.10	98.96	78.70	80.08	82.26	98.01
vi	Average Machine Availability of Wind farm During Low Wind	f=Average of e	88.83									
vii	Average MA to be achieved for Wind farm during low wind condition	g	94									
viii	Total MA Shortfall in % i.e. Difference between 94% and actual achieved MA%	h	5.17									
ix	Assuming Annual O&M Charges in respective year excluding Taxes	i	15000000									
x	Penalty @ 2% of Annual O&M charges for every 1% or part thereof shortfall on prorata basis for MA between 94% to 90%	k=i x (94-90) x 2/100	1200000									
xi	Penalty for MA lower than 90% during low wind											
	Estimated Export in Units with actual MA of 88.83% during low wind Months	l	12096000									
	MA difference between 90% and actual achieved 88.83%	m=90-88.83	1.17									
	Shortfall in export units for 1.17% MA	n=m x l/f	159325.2									
	PPA Tariff in Rs. /Unit	o	4.15									
	GBI in Rs. /Unit	p	0.5									

Tender No: GIPCL/O&M/Contractor/15MW/Kotadapitha Wind Farm/2023

**GIPCL –RFP FOR SELECTION OF COMPREHENSIVE O&M CONTRACTOR FOR
15 MW KOTADAPITHA WIND FARM**

10	Penalty in Rs. (For shortfall of 1.17% i.e difference of 90 to 88.83) as per PPA tariff	$q=(p+O) \times n$	740862								
	Total Penalty during Low Wind Condition	$r=q+k$	1940862								
	Total Penalty During Year (High Wind +Low Wind)	$s=r+R$	3074165								

Modalities for Penalty during stabilization period (sixty days of Stabilization)

Sample of Penalty calculation for Lower Machine Availability during Stabilization i.e. 15 days After the Issuance of LOI, a maximum period of 60 (sixty) days will be given as stabilization period to the bidder to complete the corrective action if any and regularize the operation of the WEG. However during the stabilization period, average monthly machine availability shall not be less than 90% (Ninety percent) on individual WTG level , otherwise GIPCL will ask for compensation for revenue loss as Follows: Example:

Sr	Particulars		
1	Rating of WTG (kWh)	A	1500
2	Ideal Hours 60 days (Hrs)	B=24 x 60	1440
3	Actual Machine Availability achieved (Assumed) %	C	85
4	Actual Generation achieved in Mus with 85% MA	D	4.50
5	Minimum Machine Availability to be achieved as per Tender During Stabilization	E	90
6	Expected WTG Generation with 90% MA	F=D x E/85	4.76
7	Generation Shortfall in Units	G=(F-D) x 10⁶	264706
8	PPA Tariff in Rs/Unit	H	4.15
9	GBI Tariff in Rs/Unit	I	0.5
10	Financial Implication due to lower Machine Availability in Rs.Lakhs	J= (H+I) x G	1230882
Note	Though WTGs are running in normal condition, 60 days stabilization time period will be given for any corrective actions before O&M period shall be start. Penalty shall be considered on individual WEG level.		

Company Seal

Signature of the Bidder

Tender No: GIPCL/O&M/Contractor/15MW/Kotadapitha Wind Farm/2023

Bid Response Sheet No.10

Last 5 years Actual Performance with Machine Availability MA, Reactive Power and Tx loss of 15 MW Kotadapitha Wind farm

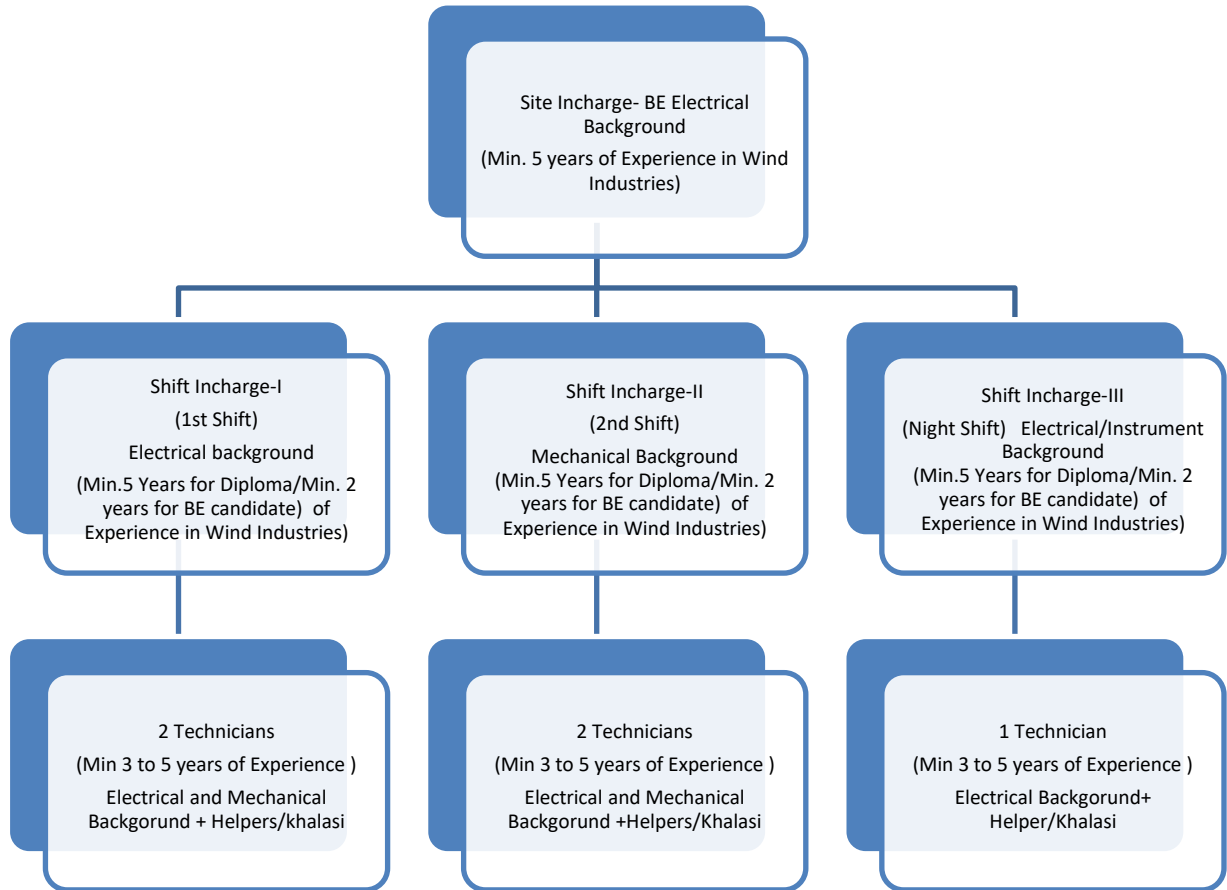
Sr	Year	Export in MUs	CUF in %	Reactive Power in Mvarh	Transmission loss %	MA%
1	2018-19	31.33	23.84	13.46	2.1	88.2
2	2019-20	28.58	21.69	22.33	1.95	93.2
3	2020-21	24.20	18.41	553.91	2.04	96.5
4	2021-22	27.07	20.60	191.32	1.67	94.8

Company Seal

Signature of the Bidder

Tender No: GIPCL/O&M/Contractor/15MW/Kotadapitha Wind Farm/2023

Manpower Organogram at site



Bidder has to maintain manpower for comprehensive O&M of the Wind farm at site. In absence of adequate manpower as above, GIPCL reserve the rights to ask for compensation.

Company Seal

Signature of the Bidder

**GIPCL –RFP FOR SELECTION OF COMPREHENSIVE O&M CONTRACTOR FOR
15 MW KOTADAPITHA WIND FARM**

Bid Response Sheet No.12

List of spares to be maintained at site

Sl.No.	Description
1	GREASE ARCANOL LOAD 460
2	GREASE RHODINA BBZ
3	GREASE - MOBILE SHC 460 WT
4	BRAKE CLEANER 08901087 BRKCLNR-500ML
5	IGBT 3600A/1700V, 5SNA3600E170300
6	SENSOR BES M12MG1-PSC60B-S04G
7	EXIDE EP 7-12 SMF VRLA BATTERY
8	SEMIKRON IGBT SKM400GAL176D
9	MODULE AI HIGH SPEED,6ES7 134-4GB52-0AB0
10	WIND VANE (LAC2070) WITH 10mtr. CABLE
11	ANEMOMETER (LAC1060) WITH 10mtr. CABLE
12	LIGHTNING ARRESTER WS 33kv
13	YAW MOTOR BRAKE PAD BONFIG-5502873
14	YAW MOTOR BRAKE UNIT BONFIGILIOLI
15	RESISTOR RL20 AISI430 2,4OHM TOT L
17	UBIQUITI POWERBEAM PBE-M5-400 M5 5GHZ 25DBI 400MM
18	UBIQUITI AIRGRID 23DBI GRID 5GHZ
22	AXIAL FAN 643D X 220 - FN063 - ZIH-DG.V7
25	SIMATIC IPC427C MICROBOX PC
26	MAIN CONTACTOR,AF580-30-11
27	GEARBOX FOR YAW - BONFIGLIOLI UL
28	YAW MOTOR FLANGE FRONT SIDE - Make BONFIGLIOLI
30	MONITOR 19INCHES, BLACK, E1913S
31	ACCUMULATOR -0.75LTR
32	PRESSURE SWITCH - 40-210 BAR
33	BONFIGLIOLI YAW MOTOR - W8F5103016Y0018
34	SOLENOID COIL 24VDC 2224-0024-002
35	NACELLE YAW MOTOR CLUTCH PLATE -BIG
36	NACELLE YAW MOTOR CLUTCH PLATE
37	BRAKE COIL SPACING BUSH FOR YAW MOTOR
38	BRAKE COIL TORQUE TENTION SPRING SMALL
39	BRAKE COIL TORQUE TENTION SPRING BIG (SS
40	BRAKE COIL MOUNTING BOLT FOR YAW MOTOR
42	Yaw drive Bonfiglioli Breather
43	HALF WAVE RECTIFIER FOR MOTOR BREAK
44	D-link 16 Port Switch
45	POE for UBIQUITI AIRGRID 23DBI GRID 5GHZ (Only POE)

Tender No: GIPCL/O&M/Contractor/15MW/Kotadapitha Wind Farm/2023

**GIPCL –RFP FOR SELECTION OF COMPREHENSIVE O&M CONTRACTOR FOR
15 MW KOTADAPITHA WIND FARM**

46	ROTATIONAL SPEED MONITOR MS25-UI
47	A4L01 FIRING CARD, 780A4L01
48	CT CABLE &TEMP CABLE FOR IGBT
49	R100 AFE CONTROL CARD, 780R1000
50	R100.3A INVERTER CONTROL CARD
51	SERVICED A8575 DRIVER CARD, 780A857A5
52	SERVICED D780 CARD - AFE SYNCRONIZATION,780D7801
53	SERVICED D670 CARD - PLC CARD,780D6700
54	12 INPUTS / 6 OUTPUTS CAN - 780D9200
55	SWITCH SCALANCE X206-1
56	DYNAMIC BREAKING UNIT,8DA5060A0 (IGBT)
57	KEB PITCH INVERTER P6-S20102179 POWER SUPPLY\
58	FRC CABLE - FLAT CABLES - 40 CORES
59	BLADE SAFETY LIMIT SWITCH 90/95deg
60	HYBRID MOTORSTARTER CONTACTRON 9A
61	HYBRID MOTORSTARTER CONTACTRON 2.4A
62	PITCH CABLE SET, P.NO:C2ATA00-S002, KEB
63	POWER SUPPLY SIEMENS SITOP MODULAR 40A
64	RCCB 63A/300MA, 5SM3 646-4

Note: Above list of spares is for indicative purpose based on experience of historical spare consumption pattern at wind farm. However, overall responsibility to maintain spares and Machine Availability of wind farm is totally remains with contractor.

Company Seal

Signature of the Bidder

Tender No: GIPCL/O&M/Contractor/15MW/Kotadapitha Wind Farm/2023

List of Corrective Action required in GIPCL WTGs at Wind farm

Sr	Name of WTG	Issues Observed in Brief for Corrective actions and Audit
1	LS-165	
2	LS-166	
3	LS-167	
4	LS-168	
5	LS-169	
6	LS-170	
7	LS-171	
8	LS-172	
9	LS-173	
10	LS-174	

Company Seal

Signature of the Bidder

Tender No: GIPCL/O&M/Contractor/15MW/Kotadapitha Wind Farm/2023

Sample Calculation for Bid Evaluation

A.Technical Evaluation

Sr	Criteria	Maximum Points (Quality Points-Qp)	Criteria for assigning Points	Bidder A	Bidder B	Bidder C
1	Aggregate Portfolio of providing Comprehensive O&M services of LSML WTGs executed till date of Bid submission in terms of Capacity (MW)	15	No experience of LSML WTGs - 0 points	5	10	10
			<=15MW - 5 points			
			>15MW <=40 MW - 10 points			
			>40 MW - 15 points			
2	Technical tie up with Leitner Italy for technological support for including critical components and software support(LSML WTGs).	10	Technology Tie-up Leitner,Italy-10 Points	10	0	0
			No tie up with Leitner Italy -0 Points			
3	Number of Years of Experience of Bidder for providing Comprehensive O&M Services to Wind farm of either their own manufactured WTGs or any other manufacturer's WTGs with Wind farm capacity of greater than 25 MW at single location.	15	>=3 Years and <= 5 years - 10 points	15	10	15
			>5 Years - 15 points			

GIPCL –RFP FOR SELECTION OF COMPREHENSIVE O&M CONTRACTOR FOR 15 MW KOTADAPITHA WIND FARM

4	Yearly Machine Availability (MA%) Maintained by Bidder for the wind farm by Providing Comprehensive O&M Services to Third party Owner during last three years against three separate Order	20	Avg.MA \geq 90% and <95%- 5 points Avg.MA \geq 95% \leq 96%- 10 points Avg. MA% >96-20 points	10	20	10
5	Cumulative wind farm O&M capacity being handled by Bidder currently - For either own wind farm and/or providing services to Third party owner with WTG capacity of greater than or equal to 1500 Kw Capacity	10	\leq 100 MW-3 Points >100 MW and <300 MW - 5 points \geq 300 MW - 10 points	5	5	10
6	Bidder's own central facility /workshop for repairing & Refurbishment of critical components and Store/Warehouse in India	5	No facility- 0 points Facility-5 Points	5	0	0
7	Bidder's Presence in Gujarat for Windfarm O&M services	5	No Presence- 0 points Presence in Gujarat-5 Points	0	0	0
8	Bidder' s Presentation in line with Qualification and Evaluation criteria	10	Overall performance Improvement and Key steps taken by Bidder as a service provider to Third party/Customer- 8 Points	10	7	8

Tender No: GIPCL/O&M/Contractor/15MW/Kotadapitha Wind Farm/2023

GIPCL –RFP FOR SELECTION OF COMPREHENSIVE O&M CONTRACTOR FOR 15 MW KOTADAPITHA WIND FARM

		10	Overall capability of Bidder to Maintain Software & Critical components Management without support of OEM and Technology Partner-7 Points	7	6	10
Total Points Qp			100	67	58	63

B Financial / Cost Evaluation

Bidder		Bidder A	Bidder B	Bidder C	Remarks
Total Audit & Corrective action cost in Rs.	a	595000	600000	400000	Price Quoted by different Bidders in Price Bid
O&M (AMC) Charges in Rs. for First Contract year as quoted by Bidder in Price Bid	b	15500000	15000000	16000000	
2 nd Year (5% escalation on 1st year price)	c=bx1.05	16275000	15750000	16800000	Derived Price with 5% escalation on previous year
3 rd Year (5% escalation on 2nd year price)	d=cx1.05	17088750	16537500	17640000	
4 th Year (5% escalation on 3rd year price)	e=dx1.05	17943188	17364375	18522000	
5 th Year (5% escalation on 4th year price)	F=ex1.05	18840347	18232594	19448100	
Net Present Value of O&M price with Discounting factor of 8.35%					
1 st Year NPV Price $(1/(1+8.35/100)^1)=0.92293$	g=bx0.92293	14305491	13844024	14766959	
2 nd Year NPV Price $(1/(1+8.35/100)^2)=0.85181$	h=cx0.85181	13863190	13415990	14310389	
3 rd Year NPV Price $(1/(1+8.35/100)^3)=0.78616$	i=dx0.78616	13434563	13001190	13867936	
4 th Year NPV Price $(1/(1+8.35/100)^4)=0.72558$	j=ex0.72558	13019189	12599215	13439163	

Tender No: GIPCL/O&M/Contractor/15MW/Kotadapitha Wind Farm/2023

**GIPCL –RFP FOR SELECTION OF COMPREHENSIVE O&M CONTRACTOR FOR
15 MW KOTADAPITHA WIND FARM**

5th Year NPV Price (1/(1+8.35/100)⁵)= 0.66966	$k=f \times 0.66966$	12616658	12209669	13023647	
Total O&M Price for 5 Years on NPV based	$l=g+h+i+j+k$	67239091	65070088	69408094	
Price Considered for Bid Evaluation inclusive of Taxes/duties (Audit + O&M)	$m=a+l$	67834090.92	65670087.99	69808093.86	Up to 2 decimals
Ranking of bidders on only on basis of price		L2	L1 (PL)	L3	
Cost Point Cp= (PL / P) * 100	$n=(PL/P) \times$ 100	96.81	100	94.07	
Quality points Qp	o	67	58	63	
50% of Qp	$p=o \times 0.50$	33.50	29.00	31.50	
50% of Cp	$q=n \times 0.50$	48.41	50.00	47.04	
Total Points	$r=p+q$	81.91	79.00	78.54	
Successful Bidder with highest points		H1	H2	H3	

Note: Order will be awarded to bidder with highest points i.e. H1.

Company Seal

Signature of the Bidder

Tender No: GIPCL/O&M/Contractor/15MW/Kotadapitha Wind Farm/2023

FTP Sample Sheet

Turbine	TimeStamp	Time Span	Ambient Temp	Wind Speed	WindSpeedMin	WindSpeedMax	WindSpeed Normalized	Production	Wind Direction	Rotor Speed	Nacelle Position Relative	AirPressure	StatusIdle	StatusStop	StatusError	StatusStart up	StatusRun	Status Service	Status Cable Twist	Status Battery Test	TimeT0	TimeT1	TimeT2	TimeT3	TimeT4	TimeT5	TimeT6	Air Humidity	Power Factor	Lime Free Time	Turbine Int
Koradapitha 01-LS 165	26-02-2022 6:39	26.8996	5.9542	3.02	7.67	5.38	39	10.8673	0	981.39	0	0	0	0	0	100	0	0	0	0	100	0	0	0	0	0	0	0.94044	100	13.1	
Koradapitha 01-LS 165	26-02-2022 6:49	26.7303	5.9542	3.16	7.19	5.42	41	10.112	0	981.78	0	0	0	0	0	100	0	0	0	0	100	0	0	0	0	0	0	0.93491	100	13.06	
Koradapitha 02-LS 166	26-02-2022 6:39	27.0639	5.78176	3.47	7.96	5.66	29	9.29073	263	979.604	0	0	0	0	0	100	0	0	0	0	100	0	0	0	0	0	0.94072	100	14.93		
Koradapitha 02-LS 166	26-02-2022 6:49	27.187	5.88676	2.39	8.96	5.55	29	8.9803	263	979.582	0	0	0	0	0	100	0	0	0	0	100	0	0	0	0	0	0.93955	100	24.22		
Koradapitha 03-LS 167	26-02-2022 6:39	27.4315	6.76961	3.38	7.69	5.62	31	9.36447	354	982.991	0	0	0	0	0	100	0	0	0	0	100	0	0	0	0	0	0.94088	100	17.07		
Koradapitha 03-LS 167	26-02-2022 6:49	27.107	6.3945	3.18	8.94	6.21	45	10.4042	354	982.31	0	0	0	0	0	100	0	0	0	0	100	0	0	0	0	0	0.939674	100	15.23		
Koradapitha 04-LS 168	26-02-2022 6:49	27.6949	6.24476	2.98	8.52	6.09	30	9.267	360	980.739	0	0	0	0	0	100	0	0	0	0	100	0	0	0	0	0	0.93306	100	15.51		
Koradapitha 05-LS 169	26-02-2022 6:39	26.7443	6.43889	4.11	8.42	6.29	30	9.2982	0	982.591	0	0	0	0	0	100	0	0	0	0	100	0	0	0	0	0	0.93542	100	16.55		
Koradapitha 05-LS 169	26-02-2022 6:49	27.8222	6.16722	4.73	8.75	5.96	23	8.58767	0	982.634	0	0	0	0	0	100	0	0	0	0	100	0	0	0	0	0	0.93723	100	16.67		
Koradapitha 06-LS 170	26-02-2022 6:39	27.2946	6.3254	4	7.89	5.98	26	8.79529	0	982.024	0	0	0	0	0	100	0	0	0	0	100	0	0	0	0	0	0.938321	100	12.91		
Koradapitha 06-LS 170	26-02-2022 6:49	26.9843	6.83626	5.42	8.47	6.67	40	10.0549	0	982.704	0	0	0	0	0	100	0	0	0	0	100	0	0	0	0	0	0.939729	100	16.64		
Koradapitha 07-LS 171	26-02-2022 6:49	26.7649	6.47753	4.32	8.32	6.32	31	9.30042	360	981.52	0	0	0	0	0	100	0	0	0	0	100	0	0	0	0	0	0.93836	0	10.2		
Koradapitha 08-LS 172	26-02-2022 6:39	26.6797	6.28988	4.79	7.62	6.14	20	9.9543	360	979.751	0	0	0	0	0	100	0	0	0	0	100	0	0	0	0	0	0.939399	100	7.98		
Koradapitha 08-LS 172	26-02-2022 6:49	26.4959	6.63272	5.3	8.19	6.47	23	9.77211	360	979.701	0	0	0	0	0	100	0	0	0	0	100	0	0	0	0	0	0.939308	100	7.67		
Koradapitha 09-LS 173	26-02-2022 6:49	26.8577	6.29828	5.19	7.68	6.14	27	9.0914	360	979.963	0	0	0	0	0	100	0	0	0	0	100	0	0	0	0	0	0.939291	100	7.62		
Koradapitha 10-LS 174	26-02-2022 6:39	26.6043	6.2229	4.48	8.27	6.07	32	9.4955	360	979.395	0	0	0	0	0	100	0	0	0	0	100	0	0	0	0	0	0.939042	100	8.57		
Koradapitha 10-LS 174	26-02-2022 6:49	26.4077	6.9594	4.94	7.72	6.04	32	9.4665	360	979.44	0	0	0	0	0	100	0	0	0	0	100	0	0	0	0	0	0.939699	100	7.19		

FTP Data should include following Parameters

Sr	List of Parameters				
1	Turbine Number	11	Rotor Speed	21	Status Battery Test
2	Time Stamp	12	Nacelle Position Relative	22	TimeT0
3	Time Span	13	Air Pressure	23	TimeT1
4	Ambient Temp	14	Status Idle	24	TimeT2
5	Wind Speed	15	Status Stop	25	TimeT3
6	Wind Speed Min	16	Status Error	26	TimeT4
7	Wind Speed Max	17	Status Startup	27	TimeT5
8	Wind Speed Normalized	18	Status Run	28	TimeT6
9	Production	19	Status Service	29	Air Humidity
10	Wind Direction	20	Status Cable Twist	30	Power Factor
				31	Lime Free Time
				32	Turbine Int

Bid Response Sheet No.16

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be executed on non-judicial stamped paper of appropriate value)

B.G. No.: _____

Date: _____

1. WHEREAS M/s. Gujarat Industries Power Company Limited having its Corporate Office at PO: RANOLI, Dist. Vadodara – 391 350, Gujarat State, India (hereinafter called “The Company Owner” which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued tender paper vide its Tender No.....for ----- (hereinafter called “the said tender”) to M/s. (hereinafter called the said Tenderer(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns and as per terms and conditions of the said tender, the tenderer shall submit a Bank guarantee for Rs..... (Rupeesonly) towards earnest money in lieu of cash.
2. WeBank having its branch office at do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused to or would be caused or suffered by the Company by reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender or failure to accept the letter of Intent Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the tenderer (s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the tenderer.
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the

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said contract(s)/ Order(s) are fulfilled.

5. The Bank further unconditionally agrees with Gujarat Industries Power Company Limited (GIPCL) that Gujarat Industries Power Company Limited (GIPCL) shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time, to:
 - a. Vary and / or modify any of the terms and conditions of the Agreement.
 - b. Extend and / or postpone the time for performance of the obligations of the Contractor under the Agreement.
 - c. Forbear or enforce any of the rights exercisable by Gujarat Industries Power Company Limited (GIPCL) against the Contractor under the terms and conditions of the agreement.
6. This guarantee shall be in addition to and not in substitution or in derogation of any other security held by Gujarat Industries Power Company Limited (GIPCL) to secure the performance of the obligations of the Contractor under the Agreement.
7. No action, event or condition, which by any Applicable Law should operate to discharge the Bank from liability hereunder, shall have any effect and the Bank hereby waives any right it may have to apply such law, so that in all respects its liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.
8. WeBank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and or till all the dues of the company under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer (s) and accordingly discharges the guarantee.
9. That the Owner Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time the exercise of any of the power of the owner under the tender.
10. Notwithstanding anything contained herein before, our liability shall not exceed Rs..... (Rupees.....only) and shall remain in force till..... (Date to be filled up shall be 120 days from the date of submission of Bid).

Date.....

..... Bank
Corporate Seal of the Bank By
its constitutional Attorney

Signature of duly Authorized person
On behalf of the Bank
With Seal & Signature code

Note: BGs to be furnished from any of the banks listed at BRS_-19_____

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**BANK GUARANTEE FOR ADVANCE
PAYMENT**

(To be executed on non-judicial stamped paper appropriate
Value)

B. G. No. _____ Date: _____

1. In consideration of Gujarat Industries Power Company Limited, having its office at PO: Ranoli, Dist. Vadodara – 391 350, Gujarat State, India (hereinafter called “The Company Owner” which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) having agreed to make an advance payment of Rs.....(Rupees.....only) to M/s. (hereinafter called “the said Contractor (s)/ Seller(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) from the demand, terms and conditions of Contract/Order dated.on production of a bank guarantee of equivalent amount.
2. WeBank having its branch office atdo hereby agree and undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the Company which is final and binding, the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of non-payment / adjustment of any part of the said advance or any dues to the company or any breach by the said Contractor(s)/seller(s) of any of the terms and conditions contained in the said contract(s) orders(s) or by reasons of the Contractor(s)/ Seller(s) failure to perform the said Contract(s)/ Order(s). Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
3. We undertake to pay to the Company any money so demanded not withstanding any claim dispute or disputes raised by the contractor (s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under. Our liability to pay is not dependable or conditional on the owner proceeding against the Contractor(s)/

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Seller(s).

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/Sellers but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said Contract(s)/Order(s) are fulfilled.
5. WeBank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/Order(s) and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the Company certifies that the terms and conditions of the said Contractor(s)/ Order(s) have been fully and properly carried out by the said Contractor(s)/Seller(s) and accordingly discharges the guarantee.
6. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till project completion date.....as per LOI reference..... dated.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged from all the liabilities under this guarantee.

Date.....

.....Bank

Corporate Seal of the Bank

By its constitutional Attorney

Signature of duly
Authorized person
On behalf of the Bank
With Seal & Signature code

Note: BGs to be furnished from any of the banks listed at BRS-19

**PROFORMA FOR CONTRACT O&M Bank Guarantee BY
SELLER / CONTRACTOR.**

(To be executed on non-judicial stamped paper of approximate value)

B.G. No. _____ Date : _____

1. WHEREAS Gujarat Industries Power Company Limited having its office at PO: Ranoli, Dist. Vadodara – 391 350, Gujarat State, India (hereinafter referred to as “The Company/Owner” which expressions shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has entered into a contract with M/s. / has placed a purchase order on M/s.....(hereinafter referred to as “Contractor(s)/ Seller(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) foron the terms and conditions as set out inter alia, in the Company’s contract No./ P.O.No.....dateand various documents forming part thereof hereinafter referred to as the “said contract” which expression include all amendments, modifications and/ or variations thereto and where as the Contractor(s)/ Seller(s) has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies/ subcontractors

AND WHEREAS one of the conditions of the “said contract” is that “contractor(s)/seller(s) shall furnish to the owner a Bank Guarantee from a bank for% (.....percent) of the total value of the “said contract” against due and faithful performance of the “said contract” including performance guarantee obligations of the contractor(s)/seller(s) for execution/ supplies made under the “said contract.”

2. WeBank having its branch office atdo hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the Company, which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms & conditions of the said Contract including defect liability obligations, in fulfilling the performance guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s)/ Seller(s) of any of the terms & conditions of the contract. Any such demand made on the Bank by the owner shall be

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conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to Rs.(Rupees.....only).

3. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the contractor(s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the Contractor(s)/ Seller(s).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/ Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
5. WeBank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/ Order(s) and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the Company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee.
6. WeBank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/ Order(s) or to extend the time of performance by the said Contractor(s) Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/ Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/ Order(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) / Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

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7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within one month from the date of expiry we shall be discharged from all the liabilities under this guarantee.

Date.....

.....Bank

Corporate Seal of the Bank

By its constitutional Attorney
Signature of duly Authorized
person On behalf of the Bank
With Seal & Signature code

Note: BGs to be furnished from any of the banks listed at BRS 19 .

LIST OF APPROVED BANKS

Bank guarantee must be issued from any of the following Banks only

- All Nationalized Banks
- Axis Bank
- ICICI Bank
- HDFC Bank
- Kotak Mahindra Bank
- IndusInd Bank
- RBL Bank
- DCB Bank
- Federal Bank
- Bandhan Bank
- Standard Chartered Bank

Please note that NO OTHER BANKS bank guarantee will be accepted other than above list.

Bank details for Bank guarantee are as under:

Name and Address of the Beneficiary	<ul style="list-style-type: none">• Gujarat Industries Power Company Limited,• P.O. Ranoli, Vadodara - 391350.
Bank of Beneficiary	<ul style="list-style-type: none">• State Bank of India
Bank Account No. of Beneficiary	<ul style="list-style-type: none">• 10323432215
IFSC Code of account of Beneficiary	<ul style="list-style-type: none">• SBIN0001946

Company Seal

Signature of Bidder

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CHECK LIST

The bidders are advised in their own interest to ensure that the following points/aspects in particular have been complied with in their offer failing which the offer is liable to be rejected.

The check-list duly filled in must be returned along with the offer.

Sr. No.	Particulars	Compliance
1.	Whether Bank Draft/Bank Guarantee for the requisite earnest money has been enclosed with the offer ? If so furnish the following:- i) Name of the Bank ii) Value iii) Number iv) Date of issue v) Period of validity of the Bank Draft/Bank Guarantee	
2.	Have the rates, prices and totals, etc. been checked thoroughly before uploading & Digitally signing the tender (only on (n) Procure portal) ?	
3.	Whether all the pages of offer (Part-I only) have been signed & stamped by authorized signatory for Physical submission?	
4	Has the offer (Part-I only) been submitted in one original plus one copy?	
5.	Is the offer (Part-I only) being sent by Registered post or proposed to be dropped in tender box ?	
6.	Has it been ensured that there are no over-writings in the offer (Part-I only)? Have the corrections been properly attested by the person signing the offer (Part-I only)?	
7.	Are the pages of the offer (Part-I only) consecutively numbered and an indication given on the front page of the offer as to how many pages are contained in the offer?	
8.	Has the offer been prepared in sufficient details/ clarity so as to avoid post tender opening clarifications/ amendments?	
11.	Whether necessary information/catalogue of the system as required has been attached with the offer?	
12	Forwarding Letter for Bid Submission _Bidder's & Bid information along with proofs for Tender fee and EMD uploaded on (n) Procure portal	
13	Schedule of Price P-I & P_II uploaded (only on (n) Procure portal)	

Company Seal

Signature of Bidder

Tender No: GIPCL/O&M/Contractor/15MW/Kotadapitha Wind Farm/2023

SCHEDULE OF PRICE- PI

(Operation and Maintenance Charges for 15 MW Kotadapitha Wind Farm)

Comprehensive charges of operation and maintenance of the wind farm facility after the date of successful completion of stabilization/remedial actions (Stabilization period considering two months period after 15 days from issuance of LOI) of the Kotadapitha wind farm (1st year to 5th year) including complete wind farm, Internal 33 KV feeders of GIPCL, Pooling substation up to interconnection point with state grid at 66KV level, supply of spares, consumables, tools, tackles, crane arrangement, testing equipment and instruments, man power including security personnel , insurance, fees/charges payable to Govt. agencies if any , liaison with all govt. agencies, payment of all charges / levies for consuming active and reactive power, all administrative work, maintaining records and submission to all concerned authorities.

This schedule of price to be submitted in electronic format only to <https://www.nprocure.com> or <https://gipcl.nprocure.com> strictly as per Bid Submission Instruction of RFP.

Particulars	O&M Charges per W EG per Annum			Annual O&M Charges with taxes for Wind farm		Audit & Corrective Action charges if any (Refer Price-P-II)	Total Charges
	Annual O&M Charges	Taxes @ 18%	O&M charges including taxes (B+C)	No. of WTGs	Total O&M Charges		
A	B	C	D=B+C	E	F=D x E	G	H=F+G
1st Yr.				10			

Note :

The comprehensive O&M contract will be for 5 years. For Bid evaluation, Bidder's one year single O&M price shall be escalated with 5% up to 5th Year and Net Present Value (NPV) of O&M charges from 1st to 5th year along with Corrective action charges shall be considered further during bid evaluation as per Bid evaluation Methodology. GIPCL at its discretion may extend O&M period further if found suitable. In case of further extension beyond 5th Year, 5th Year O&M price shall be escalated by 5% to derive 6th Year O&M charges. 5% escalation shall be applicable on previous year price up to 10th Year O&M period in such case of extension beyond 5th Year O&M.

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2. The Price should be written in both in words & figures. No correction in price should be done.
3. Any item of work not mentioned in the above particulars but written elsewhere in the scope of work or technical specifications or essentially required for efficient operation and maintenance of wind farm, safety of equipment and operating personnel, shall be deemed to have been included in the above particulars.
4. The prices mentioned at this page shall be taken into consideration for evaluation of bids. Any variation observed elsewhere in the bid shall not be applicable.
5. Any incentive subsidy granted by Central/State Government shall be to the benefit of GIPCL.
6. Any statutory changes in taxes and duties/charges will be to GIPCL's account. In case of any reduction/removal of taxes, the same shall be passed on to GIPCL.
7. At present, Power Evacuation is carried out at 33/66 kV Kotadapitha Pooling Substation in which GIPCL 15 MW wind power is connected to 25 MVA Power Transformer which is further connected to state grid at 66 kV level. GIPCL's share in this Pooling substation is to the extent of 15 MW and at present O&M of same is being carried out by LSML through local agency. Bidder will have option to continue with present O&M Agency at PSS Or manage O&M through some other feasible & practical arrangement

Hence, Bidder has to quote comprehensive O&M of the wind farm ,33 KV internal feeder from WTGs up to Pooling substation interconnection point at 66 KV level with state grid.

Company Seal

Signature of the Bidder

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SCHEDULE OF PRICE- PII

(Price Breakups for Audit and corrective actions 15 MW Kotadapitha Wind Farm)
A maximum period of 60 (sixty) days will be given as stabilization period after 15 days from issuance of LOI to the bidder to complete any corrective action and Audit and to regularize the operation of the wind Farm.

Before Bid submission, Individual bidders are advised to visit the wind farm for taking overview of WTGs of Wind farm. Based on request, individual bidder may allow to Inspect and overall idea of Turbine healthiness. Based on same, Bidders are requested to fill up the Price Schedule-PII with brief about issues observed in various WTGs in following format to be submitted in electronic format only to <https://www.nprocure.com> or <https://gipcl.nprocure.com> strictly as per Bid Submission Instruction of RFP.

Sr	Name of WTG	Charges for Audit and Corrective Actions in Rs. excluding Taxes	Tax %	Charges for Audit and Corrective Actions in Rs. inclusive of Taxes
1	LS-165			
2	LS-166			
3	LS-167			
4	LS-168			
5	LS-169			
6	LS-170			
7	LS-171			
8	LS-172			
9	LS-173			
10	LS-174			
Total Charges in Rs. (Summation of Sr. No 1 to 10)				

Note :

1. Above charges should be match with Price mentioned in P-I against charges for Audit and corrective action charges.

Company Seal

Signature of the Bidder

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