



Version V6 Tender Document No. GPCL/PD/2025-26/07

Empanelment of Consultant/Experts for Various Renewable Energy Related Works like technical due diligence, conducting energy audit as well as energy and O&M contact bill Verification, RE Potential analysis (Wind/Solar), other desktop studies for RE Projects, regulatory policy compliance review, carbon credit advisory etc.



Issued by

GUJARAT POWER CORPORATION LIMITED (GPCL)

BLOCK NO. 8, SIXTH FLOOR, UDHYOG BHAVAN SECTOR – 11, GANDHINAGAR – 382011. GUJARAT

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NOTICE INVITING TENDER (NIT)

Gujarat Power Corporation Limited (GPCL) invites interested parties to participate in this tender for bidding and selection process for the appointment of Empanelment of Consultant/Experts for Various Renewable Energy Related Works like technical due diligence, conducting energy audit as well as energy and O&M contact bill Verification, RE Potential analysis (Wind/Solar), other desktop studies for RE Projects, regulatory policy compliance review, carbon credit advisory etc.

Tender Documents may be downloaded from Web site https://gpcl.nprocure.com (For view, down load and on-line submission). Tender fee & EMD shall be paid along with online submission of Tender Documents. Documents shall be submitted before the due date along with the original documents. All the relevant documents of Tender shall be submitted physically by Registered Post A.D. or Speed Post or by Hand Delivery addressed to: The Chief Project Officer, Gujarat Power Corporation Limited, Block No. 8, Sixth Floor, Udhyog Bhavan Sector – 11, Gandhinagar – 382011, Gujarat. Super scribing the envelope with Tender No. and Description. "NO COURIER SERVICE" shall be considered for submission of Tender.



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TABLE A: IMPORTANT DATES

Sr. No.	Event	Date (and Time)
I	Online (e-tendering) Tender/Offer submission last date & time	11-09-2025 Time: 18:00 hours (IST) On N-Procure portal for Bid Submission
li	Date of receiving bid queries through Email	On or Before 04-09-2025 on greenh2gpcl@gmail.com
iii	Physical receipt of Bid with all the relevant documents last date & time	15-09-2025 Time: 16:00 hours (IST) Venue: GPCL Office, Block No. 8, Sixth Floor, Udhyog Bhavan, Sector – 11, Gandhinagar – 382011, Gujarat
iv	Bid Validity	Offers shall be valid for a period of One Hundred and Twenty (120) days from the actual date of opening of online tender.



TABLE B: IMPORTANT AMOUNTS

Sr. No.	Head	Amount (and Validity)
i.	Tender Fees (non-refundable)	Rs. 1,000/- plus 18% GST (Total Rs 1,180/- Rupees One Thousand Plus 18 % GST) i.e (Rupees One Thousand One Hundred Eighty)
ii	Earnest Money Deposit (EMD)	Rs. 25,000/- (Rupees Twenty-Five Thousand Only) in the form of DD.
iii		Security Deposit should be paid as per the clause no 7.4 of Condition of Contracts



1. IMPORTANT NOTE TO BIDDERS:

- 1) Timely submission of offer to GPCL: In addition to bid submitted online, all the relevant documents as per requirement of the Tender shall also be submitted physically along with the proof of Tender Fee and EMD in sealed cover so that the same is received to this office on or before the due date and time. Neither bids received after the due date and time shall be considered, nor shall any further correspondence in this regard be entertained.
- 2) After due date and time of receipt of the Tender, No Tender shall be accepted in any case irrespective of delay due to postal services, in person or any other reasons. GPCL does not assume any responsibility for late receipt of the Tender.
- 3) All interested parties are requested to understand this Tender in detail in order to comply with GPCL's requirements including but not limited to the fees and deadlines, selection criteria, selection methodology, scope of work, and minimum technical standards, if any. They shall strictly abide by ALL terms prescribed in this Tender and provide accurate information to the best of their knowledge without misleading the Owner to be considered for participation in this Project.
- 4) It is mandatory for all the bidders to submit their Technical Bid (Technocommercial Bid) documents in both forms i.e. online (e-tendering) as well as in hard copy in scheduled time. Technical bid received in any one form i.e. either in soft copy (online) or in hard copy (physical form), shall not be considered.
- 5) Technical Bid (Techno-commercial Bid) envelope shall be super scribed as: TENDER NUMBER: GPCL/PD/2025-26/07, "Empanelment of Consultant/Experts for Various Renewable Energy Related Works like technical due diligence, conducting energy audit as well as energy and O&M contact bill Verification, RE Potential analysis (Wind/Solar), other desktop studies for RE Projects, regulatory policy compliance review, carbon credit advisory etc."
- 6) All the envelopes shall be addressed to: The Chief Project Officer, Gujarat Power Corporation Limited, Block No. 8, Sixth Floor, Udhyog Bhavan, Sector 11, Gandhinagar 382011, Gujarat. Complete postal address of the Bidder shall appear on all the envelopes so that it is possible to find out whose Bid it is without opening the envelope.
- 7) Tender Fee and EMD shall be submitted in two separate envelopes.
- 8) Tender fee will be accepted by **DD drawn in favor of the "Gujarat Power Corporation Limited payable at Gandhinagar**". Tenders submitted without Tender Fee shall not be accepted. The envelope for Tender Fee should be superscribed as "Tender Fee". Cheques are not acceptable. Tender fee is non refundable.

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- 9) Bidder(s) have to pay total EMD of as per Clause No. ii Table B (Important Amounts) above. EMD shall be in the form of DD in favor of "Gujarat Power Corporation Limited" payable at Gandhinagar. The envelope for EMD should be super scribed as "EMD". Cheque are not acceptable. Tenders submitted without EMD shall not be accepted.
- 10) Any technical/commercial guery pertaining to this Tender should be referred to: The Chief Project Officer,

Gujarat Power Corporation Limited, Block No. 8, Sixth Floor, Udhyog Bhavan, Sector – 11, Gandhinagar – 382011, Gujarat

Tel.: +91-79 - 23251255 /+91-79 - 23251260, Fax: +91-79 - 23251254

Email: gpclprojects@gmail.com, greenh2@gmail.com, rgpatel.gpcl@gmail.com, deowp.gpcl@gmail.com,

modheraproject@gmail.com, mitesh4067gpcl@gmail.com,

gpclprojectengineer@gmail.com

- 11)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.
- 12)Bidder may go through the e-tendering instruction for online Bid participation through n-procure platform for further details and guidance for participation in the tendering process through e-tendering.
- 13)In case of any further information regarding online bidding or if a Bidder needs any assistance in accessing/ submission of online bid/ clarification or if training is required for participating in online e-reverse bidding, then the Bidder can contact the following office for assistance or training:
 - (n) Procure Cell, (n) code solutions-A division of GNFC Ltd., 403, GNFC Info tower, S.G. Road, Bodakdev Ahmedabad – 380054 (Gujarat)

Toll Free: 1-800-419-4632 / 1-800-233-1010,

Phone No. 079-26857315 / 316 / 317,

Fax: 079-26857321 / 40007533,

Email: nprocure@gnfc.net

- 14) Bidder may visit https://www.tender.nprocure.com for information regarding e- tendering registration process.
- 15)Tender Documents (PDF Format) can be downloaded from Web site https://www.tender.nprocure.com, https://gpcl.nprocure.com.
- 16)GPCL reserve the rights to accept/reject any or all Tenders without assigning any reasons thereof. Bidders are requested to be in touch with abovementioned websites.
- 17) The advertisement for this work would be given in Newspaper one time only.



Thereafter, any modification and corrigendum required in tender would be placed on GPCL website and n-procure website only. So, interested bidder required to visit regularly till the last date of submission of bid.

--- End of Section ---



2. **DOCUMENT CHECKLIST**

[Note: Document Checklist shall be attached with Technical Bid of The RFP]

Sr.No.	Document	Attached? (Yes/ No)
1.	Index for Submission Techno-Commercial Bid documents	
2.	Complete sets of Bids 1 Original Copy with sign and official seal on every page	
3.	Tender Fees in the form of Demand Draft	
4.	EMD in the form of Demand Draft	
5.	Details of Similar Technical Experience as per Appendix 1	
6.	No Deviation Certificate as per format in Appendix 2	
7.	Undertaking – On Non Judicial Stamp of Rs. 300/-Appendix 3	
8.	Attested copy of PAN Card for Bidder.	
9.	Attested copy of GST Registration Certificate of Bidder.	

--- End of Section ---



3. DISCLAIMER

- The information contained in this tender document provided to Bidder(s), in documentary or in any other form, by or on behalf of GPCL, any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this tender document and such other terms and conditions subject to which such information is provided
- 2) This tender document is not an agreement and is neither an offer nor invitation by GPCL to the prospective Bidders or any other person. The purpose of this tender document is to provide interested parties with information that may be useful to them in the formulation of their Bid for qualification pursuant to this document. This tender document includes statements, which reflect various assumptions and assessments arrived at by GPCL or their advisors or employees or agents, in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This tender document may not be appropriate for all persons, and it is not possible for GPCL, their employees or advisors to cons der the investment objectives, financial situation and particular needs of each party who reads or uses this tender document.
- 3) The assumptions, assessments, statements and information contained in this tender document may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender document and obtain independent advice from appropriate sources.
- 4) Information provided in this document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. GPCL would not have any responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 5) GPCL, their employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder(s), under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this tender document or arising in any way with prequalification of Bidders for participation in the Bidding process.
- 6) GPCL also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this tender document. GPCL may, in their respective

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absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender document

- 7) The issuance of this tender document does not imply that GPCL is bound to select and short-list prequalified Bids for Bid Stage (the "Bid Stage") or to appoint the selected Bidder, as the case may be, for the Work and GPCL reserves the right to reject all or any of the Bid or Bids without assigning any reasons whatsoever.
- 8) The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the GPCL or any other costs incurred in connection with or relating to its Bid proposal. All such costs and expenses will remain with the Bidder and the GPCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid proposal regardless of the conduct or outcome of the Bidding process.

--- End of Section ---



4. INTRODUCTION

About the Company

Gujarat Power Corporation Limited (GPCL) incorporated on 28th day of June 1990 under the Companies Act, 1956, is a State Government Company promoted by the Government of Gujarat. The Company is primarily engaged in the business of generation and distribution of power through various sources and has been playing the role of developer and catalyzer in the energy sector in the state.

GPCL identifies the power projects based on various fuels, prepares techno-economic feasibility reports for such power projects, identifies suitable private joint sector parties and implements these jointly with the selected parties. After the power project is identified, GPCL obtains various statutory and non-statutory clearances to be obtained for implementation of the power project, such as, water and air pollution clearance, forest clearance, environmental and forest clearance, civil aviation clearance etc. It also pursues the formalities related to acquisition of land under the Land Acquisition Act and ties up the fuel linkages for the power project. It has also been designated as Nodal Agency by the Government of Gujarat for development of Solar Park.

The Gujarat Solar Park at village; Charanka, Dist; Patan, Gujarat developed by Gujarat Power Corporation Limited is the Asia's first Multi developer, Multi facility, Multi Technology and Multi beneficiary Solar Park. generation which is first of its kind in Asia. It is an integrated hub of Solar Power

About the Project

Gujarat Power Corporation Limited (GPCL) has been appointed as the Nodal Agency by the Government of Gujarat for the development of Solar Parks and other renewable energy projects.

GPCL operates a 5 MW and a 10 MW solar ground-mounted power project, along with solar parks at Charanka and Radhanesda. Additionally, it has a 6 MW ground-mounted power project with a 15 MWh battery storage facility at Modhera. GPCL also manages wind power projects, including a 6 MW windmill at Sikarpur, a 10.5 MW windmill at Jamanwada, and a 4.2 MW windmill at Charanka. Furthermore, it has a 1 MW rooftop solar project installed on various government buildings in Gandhinagar and Ahmedabad.

To operate and maintain these above projects as well as to estimates Energy generation based on systematic scientific analyses, GPCL intent to Empanel the Consultant/Experts for Various Renewable Energy Related Works like technical due diligence, conducting energy audit as well as energy and O&M contact bill Verification, RE Potential analysis (Wind/Solar), other desktop studies for RE Projects, regulatory policy compliance review, carbon credit advisory etc.

--- End of Section ---



5. INSTRUCTION TO BIDDERS

General Instructions

- 1) The current document is the request for proposal, which is issued to all the potential Bidders. A Consultant would be selected through selection process decided in the clause 6.1.1.
- 2) The Owner i.e. GPCL, expects Bidders to confirm compliance to tender document terms, conditions and specifications at the time of submission of Bids, failing which the Bids are liable to be rejected. Hence, the Bidders in their own interest are advised to submit their Bids complete in all respects conforming to all terms and conditions of this tender document.
- 3) Before submitting the Tender, the instructions may be read carefully regarding submission of Tender. If any bidder finds discrepancies or omissions in the Tender documents or is in doubt as to the true meaning of any part, he shall clarify same from the Tender issuing office in writing before the due date of submission of the queries.
- 4) Bids shall be evaluated based on the information/documents available in the Bid. Hence, Bidders are advised to ensure that they submit appropriate and relevant supporting documentation along with their proposal in the first instance itself. Bids not complying with the requirements of this tender document are liable to be rejected without any further opportunity.
- 5) Bidders need to ensure that in the event the Empanelment is awarded to it, it shall not seek to alter any agreed contractual terms, conditions and specifications.
- 6) All Bids must be accompanied by a Tender fee and EMD of value as specified in the NIT in the form and manner as specified in the tender document and must be delivered along with Bids.
- 7) Bidders shall use the latest state-of-the-art technology and must ensure that it incorporate all recent improvements in design and materials for the implementation of the Work.
- 8) This 'Instructions to Bidders', in original, issued along with this document, shall be submitted by the Bidder along with Bid duly signed by the Bidder as the token of acceptance. Bid sent without having the prescribed tender document and without complying with the terms and conditions of tender document shall be ignored or rejected.
- 9) Issuance of this tender document does not construe that the Bidder has been short-listed or qualified.
- 10) The Owner reserves the right, to accept or reject any Bid and to annul the bidding process and reject all Bids at any time prior to award of the Agreement, without assigning any reason thereof and without thereby incurring any liability to the affected Bidder(s).
- 11) The Owner reserves the right to reject any Bid submitted with deviations beyond



- the one that is specified and mentioned in the tender document and no time shall be given in any circumstance after opening of Financial Proposal for submission of documents which are missing with Bid.
- 12)Tender Issuing Authority reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason.
- 13)Canvassing in connection with Tender is strictly prohibited and the Tender submitted by the Bidders who resort to canvassing will be liable to rejection straight way.
- 14) The Bidder shall have empaneled for Scope of Work as per the terms and conditions of this Tender and evaluation shall be done based on selection criteria.
- 15) Empanelment shall not give any right to firm to receive order from GPCL.
- 16)All statements shall be submitted by bidders on their original letterheads only with stamp of firm of bidder and sign of the bidder.
- 17) Photocopy of any statements shall not be considered as valid document.
- 18) If any extension is given Agency shall not be eligible for any Price Escalation.
- 19)After selection for Empanelment, based on the requirement of GPCL, the selection should be done on Presentation/Interview or both bases for Empanelled Organisation for selected work/Project.
- 20)All statements shall be submitted by bidders on their original letterheads only with stamp of firm of bidder and sign of the bidder.

NOTE:

- The Bidder is required to submit the duly filled Tender document, with each page signed and stamped.
- For any query related to tender must be mailed on following email address on as per in Table in Important Dates. The query received from Bidders after the said date will not be responded.
 - gpclprojects@gmail.com, greenh2@gmail.com, rgpatel.gpcl@gmail.com, deowp.gpcl@gmail.com, modheraproject@gmail.com, mitesh4067gpcl@gmail.com, gpclprojectengineer@gmail.com
- 1. If necessary, a pre-bid meeting will be conducted for clarifications in this regard, at the GPCL Head Office, Gandhinagar.

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6. Pre-Qualifying Requirements (PQRs)/Eligibility Conditions

6.1 Technical

- (i) The applicant could be an Individual/Sole Proprietorship Concern/Partnership Firm / Public Limited Company / Private Limited Company/ Limited Company/LLP/Central PSU/State PSU/Government promoted agencies or Companies. with at least three (3) years of operation.
- (ii) The Net Worth of the Bidder for last 3 (Three) years as on tender date should be positive
- (iii) The bidder must have a minimum average annual turnover of INR 1 Cr from Indian operations during the last 3 FY. Bidders has to submit audited Balance sheet, Profit & Loss Account along with the Certificate from the statutory auditor.
- (iv) The Bidder must have Valid Energy Auditor/Manager Certificate
- (v) The Bidder must be registered in BEE / CEI / GEDA for Energy Sectors and must enclose copy of Empanelment from any mention entities.
- (vi) The Bidder must have Experience of minimum 3 years of Energy Audit or TPI/DPR/PFR/Existing project Validation/Technical due diligence etc from any State/Central Government, PSU, Local Authority, Board, Corporation etc. and/or Private Authority shall also be considered and for that work completion certificate should be attached
- (vii) The Bidder have to enclose copy of the work completion certificate of the for above said experience as per clause vi.
- (viii) The Bidders must have valid GST registration Number.

Bids that do not meet the pre-qualifying requirements mentioned above shall be summarily rejected. The bid of only those bidders, who meet the Eligibility Criteria, will be considered for further financial evaluation.

6.1.1 Selection Criteria:

The selection of the Consultant will be made in Two Stage

- 6.1.2 Stage One:- The Pre-Qualification Stage weight 70 marks.18.2.2 Stage two: The bidders who secure 40 Marks or more in Pre-Qualification stage is eligible for the Presentation. This stage weightage is of 30 marks
- a. The bidder/s who secure more than 70 marks from both stage is eligible for the Empanelment.



Stage 1: - Marks obtain from Pre-Qualification Stage

1	Average annual turnover of the company should be If Y≥ 1 to ≤ 2 Cr then 10 marks If Y> 2 to ≤ 4 No then 15 marks If Y> 4 then 20 marks (Y= Max Eligible Average Turnover of the company of the last 3 years in Rs. Cr)	20
2	The bidders who is Empaneled in BEE/CEI/GEDA = 5 Marks Either 2 of BEE, CEI or GEDA = 7 Marks All the three BEE, CEI and GEDA = 10 Marks	10
3	Experience Criteria	
	 The Bidders who has Experience as below The bidders who has Experience of Third Party Inspection or Energy Audit for at least Four solar project or Four wind project or Hybrid Project or either or = 40 The bidders who has Experience of Third Party Inspection or Energy Audit for More than 2 solar Project or 2 Wind Project or either or = 20 The bidders who has Experience of Third Party Inspection or Energy Audit or Desktop Study for More than 1 solar Project or 1 Wind Project. = 10 	40
	Total	70

The bidders who secure equal to or more than 40 marks in Stage 1 is eligible for Stage 2

Stage Two:- Marks obtain form Presentation.

The bidders who qualified in stage one has to give presentation in below mention topic.

1	Presentation	30 marks
	 Presentation on the topic mentioned in Scope of work 	
	Total Marks	30 Marks

Bidders who score more than 70 out of 100 marks across both stages will be eligible for empanelment.

Notwithstanding anything stated above GPCL reserves the right to verify all statements/information submitted to confirm the Bidders claim on experience and to assess the Bidders 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, GPCL reserves the right to accept or reject any

(Signature Bidder) Page 16 | 29



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

--- End of Section ---



7. CONDITION OF CONTRACTS

1) General

 The conditions of contract and other contract documents are complimentary to each other and shall be read in conjunction with each other. In case of any conflict of meanings between the conditions of contract and the GPCL General Conditions of Contract the provisions of the conditions of contract shall override the corresponding provisions of the General Conditions of Contract of GPCL.

2) Scope of Work

The scope of work outlined below is indicative and not exhaustive. Bidders are expected to include all activities necessary to effectively and successfully fulfill the intended scope. This Scope of Work applies to any existing or upcoming projects listed under Clause 8, titled 'Details of GPCL Existing and Upcoming Projects,' and may also extend to locations not specified therein, as per GPCL's requirements.

a) Third Party Inspection.

- Third-Party Inspection (TPI) for NEEGG Calculation Performance evaluation, loss analysis, and optimization recommendations and Verification and validation of net energy export to the grid, ensuring compliance with regulatory standards and accurate metering.
- TPI for Healthiness of Solar Plant Assessment of solar plant components, including modules/panels, inverters, and BOS (Balance of System), to ensure its workability.

b) Energy Audit.

- 1. **Energy Audit of Solar Plants** Performance evaluation, loss analysis, and optimization recommendations for improved energy generation based on historical data available and one site visit per Assignment.
- 2. Energy Audit Wind Plants Assess turbine performance, power generation efficiency, energy losses, grid integration, and maintenance practices. Evaluate SCADA data, inspect mechanical and electrical systems, and recommend improvements for optimal energy output, reduced downtime, and cost savings while ensuring compliance with industry standards and safety protocols. It includes one site visit per Assignment.

c) Desktop Study for Specific site.

- 1. **Desktop Study for Shadow Analysis** Simulation and assessment of shading impacts on solar PV performance to enhance plant efficiency.
- 2. **Desktop Study for Wind Micro-Siting** Evaluation of site-specific parameters to optimize placement of wind turbines for maximum energy yield.

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- 3. **Desktop Study Energy Generation, Evaluation & Optimization for solar /** wind / solar wind hybrid Holistic analysis of generation, consumption, and losses to enhance overall energy performance.
- d) Contract Bill Verification/finalization for any project mention under Heading 8 "Detail of Existing and Upcoming Project":
- 1. Verification and validation of O&M invoices as per contract terms.
- 2. Cross-checking service logs and equipment performance data.
- 3. Recommendations for appropriate bill processing based on findings.
- e) Technical Due Diligence.
- 1. Review of Detailed Project Reports (DPRs), designs, and implementation plans.
- Feasibility analysis and risk identification.
- 3. Evaluation of project developers' technical capacities.
- f) Regulatory and Policy Compliance Review.
- 1. Ensuring compliance with MNRE, CEA, CERC, and state regulations.
- 2. Audit of documentation and certification for subsidies and incentives.
- g) Additional Services (as required).
- 1. Cybersecurity audits for SCADA-based systems.
- 2. Battery Energy Storage System (BESS) performance audits.
- 3. Hybrid RE system evaluations.
- 4. Forecasting & scheduling compliance checks.
- 5. Drone-based or IoT-supported inspections.
- 6. Grid impact and carbon credit advisory.

3) EMD

- 3.1 EMD of Rs 25,000 shall be submitted in the form of DD and in favor of Gujarat Power Corporation Limited.
- 3.2 **EMD Exemption:** Micro or Small-scale enterprises which participate directly in tendering process for the product which they are manufacturing/service which they are providing and the Udyam registration for items/service which they are providing and have Udyam registration for items/service under procurement and having registration with CSPO or National Small Industries Corporation.
- 3.3 EMD will be released to bidders in the following manner.
 - EMD of the disqualified bidders shall be released within 30 days after the declaration of list of Empaneled Consultants (Bidders).
 - The EMD of the Empaneled Consultants (Bidders) shall be returned after submission of security Deposit as a Demand Draft as par clause no 7.4 of Condition of Contracts of this tender



4) Security Deposit

A) Security Deposit for Empanelment

- 1) Upon acceptance of the Empanelment, the successful Empanelment shall submit the security deposit of ₹ 1,00,000/- in the form of Demand Draft in the favor of Gujarat Power Corporation Ltd within the time as specified in the letter of Empanelment.
- 2) If the full Security Deposit amount is not paid within the time as specified in the letter of Empanelment, then the Empanelment will be out rightly cancelled at the risk & cost of the Bidders (at the discretion of GPCL) without entering into any correspondences and this will be binding on the Bidders and no final order will be placed and if placed, it will also be out rightly cancelled at the risk & cost of the Bidders.

B) Security Deposit for individual detail assignment

 "If the work order exceeds ₹10 lakh, a residual value security deposit amounting to 10% of the order value must be paid via Demand Draft in favor of GPCL at the time of issuing the detailed work order, prior to the commencement of work."

5) Empanelment Timeline

- 1) The empanelment will be valid for a period of two years from the date of issuance of the empanelment letter, with a possible extension of one additional year upon mutual agreement by both parties.
- 2) Any work order issued during the empanelment period shall follow the timeline defined within the empanelment period only.

6) Assignment Selection Process

- 1) After empanelment, for each specific assignment, separate requests for rates (RFR) shall be invited from the empanelled bidders.
- Requests for rates (RFR)shall clearly specify the scope of work, deliverables, payment terms, delivery timelines, applicable penalties for delays or noncompliance, and any other relevant conditions.
- 3) The selection of the bidder for the assignment shall be made based on the terms decided in the requests for rates.
- 4) The selected bidder shall be required to execute the work strictly as per the terms mentioned in the respective assignment notice.

7) Others Conditions

- 1. GPCL shall not be liable for any eventuality or cause due to which bidder has to incur more cost after bidding.
- The rates quoted by the bidder shall be interpreted as Bidder is agreed and accepted all the risk associated with work. No extra claim shall be made thereafter for any new extra work or new procurement to comply above scope of work.
- 3. No claims on the pre text of ignorance of site conditions shall be entertained.



8) Site Facilities

- 1. GPCL will facilitate to obtain Permission of Site for existing projects.
- 2. It is presumed that bidders will make at least one site visit
- 3. Condition of travel, lodging and boarding expense would be decided on individual assignment/projects.

9) Force Majeure:

- Neither the consultant nor the Owner shall be considered in default in performance of its obligations hereunder if such performance is prevented or delayed for any causes beyond the reasonable control of the party affected, such as
 - War, hostilities, revolution, riot, civil commotion, epidemic, major fires, explosions, floods, earthquakes, natural phenomena.
 - Strikes & lockouts continuing more than 03 weeks, sabotage or act of terror.
 - Any law, order, proclamatory regulations or ordinance of Government or because of any act of God, provided notice in writing of such cause with necessary evidence that the obligation under the Contract is thereby affected or prevented or delayed, is given within 14 days from the happening of the event and in any case it is not possible to serve the notice within 14 days period, then within the shortest possible period without delay.
 - In case the force majeure conditions prolong beyond a continuous period of 2 months, the Owner shall be entitled to decide the further course of action including revisions in the terms of Contract, if any.
- 2. As soon as the cause of Force Majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other party the actual delay occurred on account of such activities.
- 3. Although the time for completion of work shall be suitably extended (not exceeding the period during which the work was stopped on account of Force Majeure clause), such extension shall not result in any financial claim by the Contractor against the Owner or any account of such a delay for any other reason whatsoever.

10) Jurisdiction

The Courts only in Gandhinagar shall have jurisdiction for settlement of any disputes arising for this order/ contract.

11)Arbitration

1. In the event of the parties failing to resolve any dispute or difference arising under the contract with the successful contractor amicably by mutual negotiation within 30(thirty) days, the same shall be referred to arbitration. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification thereof by the Sole Arbitrator who would be nominated and appointed by MD, GPCL and the venue of arbitration shall be at Gandhinagar/Ahmedabad only.

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- The arbitration proceedings shall be conducted in English language; venue of the arbitration proceedings shall be at Gandhinagar/Ahmedabad only. The law governing\ the arbitration shall be procedural laws of India.
- 2. Each party shall have the right to refer any dispute or controversy to arbitration by providing notice to the other party. Such notice may propose the name and address of the Arbitrator to be appointed by the Managing Director (MD) of GPCL, who may either appoint the proposed Arbitrator or any other individual as deemed appropriate. The notice shall also specify the points of dispute
- 3. The management of GPCL shall be at liberty to terminate the Empanelment by issuing a 7 days' prior notice to the successful bidder without assigning any reason what so ever. As regards to unsatisfactory performance or noncompliance with any of the terms & conditions of the Contract by the bidder.
- (A) GPCL may withdraw this Tender/ Invitation at any time before the issuance of Empanelment without assigning any reason thereof.
- **(B)** The Contractor shall be liable to indemnify GPCL in any event against any and all claims or damages arising out of non-fulfilment of any obligation by the Consultant.

12) Intellectual Property Rights

- 1. The agency warrants and represents that all materials and works created, used, or provided by the agency in the course of the services, including but not limited to software, algorithms, designs, and other intellectual property, do not infringe upon any third-party intellectual property rights. The agency agrees to indemnify and hold harmless the client against any claims, damages, costs, or expenses arising from any actual or alleged infringement of third-party intellectual property rights caused by the agency's materials or works.
- 2. The client shall own all intellectual property rights, including but not limited to copyrights, patents, trademarks, and trade secrets, in any materials or works created, developed, or provided by the agency under this contract. The agency shall promptly assign and transfer to the client all such intellectual property rights and shall execute any documents and take any other actions reasonably requested by the client to perfect and protect such rights.
- 3. Each party to this agreement will comply with data protection legislation applicable to itself in relation to any personal data shared under this agreement.
- 4. Personal data GPCL will not provide Agency personal data unless the scope of work as provided in the agreement strictly requires such disclosure and GPCL will strictly disclose such personal data to the extent required for the performance of the services. To the extent certain personal data is not required for performance of the services under the scope of work, GPCL shall redact, mask or blank out such personal data prior to sharing or transferring data to Agency. GPCL confirms that GPCL has and at all times during the term of this agreement, will continue to have, competence and necessary authorisation

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from all relevant individuals whose data is being shared, as required under applicable data protection legislation, in order for Agency to use and disclose such personal data in accordance with the agreement and that such individuals have been given all the requisite and necessary information regarding its use.

- 5. (a) Data processing Agency will process personal data received from GPCL for the purpose of providing the services. Agency may also use the personal data for (i) Agency's quality, risk and client management activities, (ii) providing GPCL with information, including by means of electronic communication, about Agency (iii) disputes and litigation, (iv) confirmation of provision of services for GPCL, (v) for maintaining and using Agency's relevant IT systems, and (vi) complying with any legal requirements or requirements of a professional body of which Agency or Agency's staff are members. Agency will process personal data on paper as well as in electronic form, for as long as necessary to provide the services under the agreement, safeguard Agency's rights and/or fulfil Agency's obligations resulting from applicable laws, regulations or professional standards.
- (b) In relation to personal data shared with Agency in accordance with clause 8.4 above, while processing the personal data for GPCL, Agency will: (i) process it only on GPCL's lawful documented instructions; (ii) implement appropriate measures designed to maintain its security, including by imposing confidentiality obligations on relevant personnel; (iii) transfer it to subcontractors for the purposes of sub-processing only under a written contract which imposes obligations similar to those in this clause 8.5 (b) and GPCL authorise Agency to transfer personal data to them; (iv) notify Agency without undue delay after becoming aware of a breach in respect of it; (v) subject to GPCL may retain copies of all materials relevant to the services, including any materials given to Agency by GPCL or on GPCL's behalf., within a reasonable time period, on GPCL's request either return or destroy the personal data as shared by GPCL at the end of the engagement (except as required by applicable law or regulation).
- 6. Data transfers Agency may transfer personal data shared with Agency to other Agency's firms, subcontractors and IT service providers (which may be located in India or other territories) in relation to any of the purposes set out in clause 8. Agency will carry out such transfers only where Agency has a lawful basis to do so or where it is required for Agency to perform the services, including to a recipient who is: (i) in a country which provides an adequate level of protection for personal data; or (ii) under reasonable confidentiality obligations agreed with Agency.

13)TDS Deduciton

1. When invoices are raised by the selected bidders as per the work order, GPCL shall deduct TDS at the prescribed rates, unless a valid exemption

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- certificate from the relevant competent authority is submitted to and accepted by GPCL.
- **14)** In case of any query, dispute, ambiguity, or interpretation regarding any provision of this tender, the decision of the GPCL shall be final, binding, and conclusive on all parties, and no further correspondence or appeal shall be entertained



8. <u>Detail of GPCL Existing and Upcoming Projects</u>

GPCL	Location	ng and Upcoming Projects Description
Project Name		•
Park, Charanka	Patan	 GPCL Solar Project – 15 MW SPV and 4.2 MW Wind Project AS SPPD, Total 36 Developers having Installed Capacity of 733 MW
Raghanesda Ultra Mega Solar Park	Banaskantha	As SPPD, Total 5 Developers having Installed Capacity of 700 MW
Onshore Wind Energy	Kachchh	 Jamanwada – 6.3 MW Jamanwada – 4.2 MW Shikarpur – 6 MW
Modhera SPV + BESS	Mehsana	 Grid Connected Ground Mounted Solar PV Power Plant – 6MW at Sujjanpura Rooftop Solar Systems on Residential Buildings – 1 KW x 1383 Nos. (271 in phase I + 1112 in Phase II) – 1.3MW at Modhera, Salanpura and Sujjanpura Rooftop Solar PV Systems on various Govt. Buildings – (100 KW in phase I & 216 KW in phase II) – 316 KW at Modhera, Salanpura and Sujjanpura Battery Energy Storage System (BESS) – 15MWh – Sujjanpura Installation of over 1,700 Smart Energy Meters for real-time monitoring Establishment of a SCADA-based Smart Energy Centre for efficient grid management Development of a 50 kW Solar Parking Facility with a 150 kWh Battery Storage System
Roof top	Gandhinagar and Ahmedabad	Nearly 1 MW of Solar rooftop Project of Various Government Building in Gandhinagar and Ahmedabad
Dholera Ultra Mega Solar Park	Ahmedabad	As SPPD, Total 1 Developers having Installed Capacity of 300 MW and designed to install up to 1000 MW
Khavda Hybrid RE Park	Kachchh	As a Nodal Agency There are 5 Developers having total Installed Capacity of 37.350 GW
Tentative Upc	oming Project	
Hybrid Project	Kutchh	New upcoming 500+ at Zara with Hybrid RE Project/Park
Offshore/ Near shore Project	Bhavnagar	Nearshore of approx 50 MW wind Project
Green Hydrogen Pilot Project	Charanka	Green Hydrogen Pilot Project
BESS Project	Charanka Patan	Approx. 5 MW solar with 50 MWh Green Field Project and New approx. 12-17 MWh only BESS on Existing 5 MW Solar Project



Appendix 1: Format of Details of Similar Technical Experience

INSTRUCTIONS:

- 1. The Bidder shall duly attach the Certificate of Satisfactory Completion of Work from the Client.
- 2. Projects without sufficient documentary evidence of Installation and Commissioning Certificate as per the discretion of GPCL shall not be considered towards technical evaluation of the Bidder.
- 3. If any work experience of State/Central Gov, PSU, Local Authority, Board, Corporation etc. any state/central Govt. Authority or private shall also be considered and for that work completion certificate should be attached.

Sr.	Name of Client (with name and contact information of Contact Person)	Name of the Project / Work	Work Completion Certificate* (Date)	TOTAL COST OF WORK ORDER
1.				
2.				
3.				
4.				
5.				

Work completion certificate must include starting date (inform of LoI / LOA date/work order date, completion date, time period) as per tender condition, actual time period, order cost, actual cost. Duly certified by competent authority of client, mobile no, email id.



Appendix 2: No Deviation Certificate

(On Letter head of the Bidder)

Date:

To, Gujarat Power Corporation Limited, Block No-8, 6th Floor, Udhyog Bhavan, Sector-11, Gandhinagar-382 011.

<u>Scope of Work</u>: Empanelment of Consultant/Experts for Various Renewable Energy Related Projects like Third party Inspection (TPI), conducting energy audit, Performance Evaluation for RE Projects etc. with requirement as specified in the tender document no. GPCL/PD/2025-26/07

<u>GENERAL CONDITIONS OF CONTRACT/TECHNICAL SPECIFICATION</u>

It is hereby agreed by me/us that the GPCL's General Conditions of Contract including subsequent amendments/additions/deletions to clauses if any, and conditions pertaining the settlement of disputes by Arbitration form an integral part of the tender documents and that the tender submitted by me/us is subject to the aforesaid GPCL's General Conditions of Contract/Technical Specification which has been read and accepted by me/us for the said.

BIDDER

(With Seal & Signature)



Annexure 3 - Undertaking - On Non Judicial Stamp of Rs. 300/-

		Dato.
		Date.

To,

The Managing Director, GPCL Gandhinagar

Subject: Undertaking for Expression of Interest for Empanelment of Agencies for providing Assistance"

Dear Sir,

We confirm that there are no legal proceedings with any of the clients and its employees related to the services of the bidding agency and or its affiliate is going on. We also confirm that, we are not blacklisted by any of the State or Central (Govt/PSU/Department) as on the Bid Due Date.

Yours faithfully,

(SIGNATURE OF AUTHORIZED SIGNATORY WITH NAME, TITLE, ADDRESS, DATE)

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Annexure 4 - Average Annual Turnover

TO WHOMSOEVER IT MAY CONCERN

This is to certify that (Name of the Company) is engaged in the business of Knowledge Partner and other allied activities related consultancy/ advisory Works. Turnover from the work of **consultancy/ advisory** in any three out of last five financial years is as under:

Sr. No.	Financial Year	Amount in Rs.	Amount in Words
1.			
2.			
3.			
4.			
5.			
Av	erage Turnover		

This is to certify that the above information has been examined by us based on relevant books of accounts and records available with us.

(SIGN AND STAMP OF THE CHARTERED ACCOUNTANT)

Name of Charted Accountant: Date:

UDIN: