

-2-

5. 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.
6. 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.
7. 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 180 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 Appendix 11.

Appendix- 10 (b) Proforma for Contract Security –cum-Performance Guarantee by Seller/Contractor

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

BG No. _____

Date_____

1. WHEREAS Gujarat Industries Power Company Limited having its office at Post: 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 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

APPOINTMENT OF CONSULTANT FOR PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR DEVELOPMENT OF 2375 MW CAPACITY SOLAR/WIND/HYBRID RENEWABLE ENERGY PARK AT GREAT RANN OF KUTCH AREA, IN THE STATE OF GUJARAT

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. This guarantee will remain valid up _____ days or _____ whichever is earlier. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of 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.
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 three months from the date of expiry we shall be discharged from all the liabilities under this guarantee.

Date.....
Corporate Seal of the Bank

.....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 Appendix 11.

Appendix- 11 List of Banks (for Bank Guarantee)

Bank Guarantee from the following Banks will be acceptable for GIPCL

SCHEDULED PUBLIC SECTOR BANKS (INDIAN)	SCHEDULED FOREIGN BANKS
<ol style="list-style-type: none"> 1. State Bank of India. 2. State Bank of Bikaner and Jaipur 3. State Bank of Hyderabad 4. State Bank of Mysore. 5. State Bank of Patialia. 6. State Bank of Travancore. 7. Allahabad Bank 8. Andhra Bank 9. Bank of Boroda 10. Bank of India 11. Bank of Maharashtra 12. Canara Bank 13. Central Bank of India 14. Corporation Bank 15. Dena Bank 16. Indian Bank 17. Oriental Bank of Commerce 18. Punjab National Bank 19. Punjab and Sind Bank 20. Syndicate Bank 21. Union Bank of India 22. UCO Bank 23. Vijaya Bank. 	<ol style="list-style-type: none"> 1. American Express Bank Ltd. 2. Bank of American NT & SA 3. Bank of Tokyo Ltd. 4. BNP Paribas 5. Barclays Bank Plc 6. Citi Bank NA. 7. Deutsche Bank A.G. 8. Hongkong & Shanghai Banking Corpn. 9. Standard Chartered Bank 10. JP Morgan Chase Bank NA
<p>SCHEDULED PRIVATE SECTOR BANKS (INDIAN)</p> <ol style="list-style-type: none"> 1. ING Vysya Bank 2. Axis Bank Ltd. 3. ICICI Bank 4. HDFC Bank 5. IndusInd bank 6. Kotak Mahindra Bank 	

Appendix- 12 Form of declaration of eligibility

(On the letter head of Company)

Ref. No.:

Date:

I/ We, M/s hereby certify that I/we have not been declared blacklisted/banned/de-listed/debarred from similar business by State/Central Govt. departments or Government Under takings in accordance with Clause No. 3.2 (C) (ii) of RFP document No. GIPCL/RE PARK/PMC/2021-22 dtd: 3rd June-2021 on Banning of Business Dealings.

(Seal & Signature of the Bidder)

Appendix- 13 Format for Schedule of Price

1. Schedule of Price for Phase-1 (Development of RE Park up to 600MW, expected to be completed in May-23)

Table-A

Sr. No.	Item	Unit	Qty	Rate	Total Quoted Price in Rs
Pre-Contract Award					
A1	Preparation of Concept and master plan Development (For total 2375MW)	LS	LS	LS	
A2	Preparation of Request for Proposal (RFP) documents (as per Nos. of packages finalized during concept stage), Participation in Pre Bid meeting, Replies to Bidder's queries, Bidder clarification, furnishing the revised specification/amendment if necessary in the tender, Assistance in techno-commercial evaluation of bids, Reviewing and Vetting of bid evaluation report, Finalization of Orders and contract document(s) and all specified work as per the detailed scope at relevant clauses in this tenders.	LS	LS	LS	
Sub Total of Pre-award contract Price: A=A1+A2					
Post –Contract Award					
B	Charges for Assistance in Review of Engineering documents of Contractor for approval, scrutinizing the Quality Assurance Plan, Drawings and Design basis reports to be supplied by the contractors, approval of equipments sizing and selection, selection of sub-vendors / sub- contractors for approval and other Post Bid Engineering work as specified in the Tenders etc.	LS	LS	LS	
C	Site supervision of construction, erection and commissioning , quality control at site, measurement and certification of contactors invoices,	Man Month			
(i)	Construction Manager	Man Month	9		
(ii)	Site Engineer	Man Month	50		
D	Inspection and expediting services	No of Visits	5		
	Total quoted Price (A +B+C+D)				
	GST with %				
	Total quoted Price with taxes				

2. Schedule of Price for Phase-2 (Development of RE Park up to 600MW, expected to be completed in Feb-24)

Table B

Sr. No.	Item	Unit	Qty	Rate	Total Quoted Price in Rs
Pre-Contract Award					
A	Preparation of Request for Proposal (RFP) documents (as per Nos. of packages finalized during concept stage), Participation in Pre Bid meeting, Replies to Bidder's queries, Bidder clarification, furnishing the revised specification/amendment if necessary in the tender, Assistance in techno-commercial evaluation of bids, Reviewing and Vetting of bid evaluation report, Finalization of Orders and contract document(s) and all specified work as per the detailed scope at relevant clauses in this tenders.	LS	LS	LS	
Post –Contract Award					
B	Charges for Assistance in Review of Engineering documents of Contractor for approval, scrutinizing the Quality Assurance Plan, Drawings and Design basis reports to be supplied by the contractors, approval of equipments sizing and selection, selection of sub-vendors / sub- contractors for approval and other Post Bid Engineering work as specified in the Tenders etc.	LS	LS	LS	
C	Site supervision of construction, erection and commissioning , quality control at site, measurement and certification of contactors invoices,	Man Month			
(i)	Construction Manager	Man Month	9		
(ii)	Site Engineer	Man Month	50		
D	Inspection and expediting services	No of Visits	5		
	Total quoted Price (A +B+C+D)				
	GST with %				
	Total quoted Price with taxes				

3. Schedule of Price for Phase-3 (Development of RE Park up to 600MW, expected to be completed in July-25)

Table C

Sr. No.	Item	Unit	Qty	Rate	Total Quoted Price in Rs
Pre-Contract Award					
A	Preparation of Request for Proposal (RFP) documents (as per Nos. of packages finalized during concept stage), Participation in Pre Bid meeting, Replies to Bidder's queries, Bidder clarification, furnishing the revised specification/amendment if necessary in the tender, Assistance in techno-commercial evaluation of bids, Reviewing and Vetting of bid evaluation report, Finalization of Orders and contract document(s) and all specified work as per the detailed scope at relevant clauses in this tenders.	LS	LS	LS	
Post –Contract Award					
B	Charges for Assistance in Review of Engineering documents of Contractor for approval, scrutinizing the Quality Assurance Plan, Drawings and Design basis reports to be supplied by the contractors, approval of equipments sizing and selection, selection of sub-vendors / sub- contractors for approval and other Post Bid Engineering work as specified in the Tenders etc.	LS	LS	LS	
C	Site supervision of construction, erection and commissioning , quality control at site, measurement and certification of contactors invoices,	Man Month			
(i)	Construction Manager	Man Month	9		
(ii)	Site Engineer	Man Month	50		
D	Inspection and expediting services	No of Visits	5		
	Total quoted Price (A +B+C+D)				
	GST with %				
	Total quoted Price with taxes				

4. Schedule of Price for Phase-4 (Development of RE Park up to 600MW, expected to be completed in July-26)

Table D

Sr. No.	Item	Unit	Qty	Rate	Total Quoted Price in Rs
Pre-Contract Award					
A	Preparation of Request for Proposal (RFP) documents (as per Nos. of packages finalized during concept stage), Participation in Pre Bid meeting, Replies to Bidder's queries, Bidder clarification, furnishing the revised specification/amendment if necessary in the tender, Assistance in techno-commercial evaluation of bids, Reviewing and Vetting of bid evaluation report, Finalization of Orders and contract document(s) and all specified work as per the detailed scope at relevant clauses in this tenders.	LS	LS	LS	
Post –Contract Award					
B	Charges for Assistance in Review of Engineering documents of Contractor for approval, scrutinizing the Quality Assurance Plan, Drawings and Design basis reports to be supplied by the contractors, approval of equipments sizing and selection, selection of sub-vendors / sub- contractors for approval and other Post Bid Engineering work as specified in the Tenders etc.	LS	LS	LS	
C	Site supervision of construction, erection and commissioning , quality control at site, measurement and certification of contactors invoices,	Man Month			
(i)	Construction Manager	Man Month	9		
(ii)	Site Engineer	Man Month	50		
D	Inspection and expediting services	No of Visits	5		
	Total quoted Price (A +B+C+D)				
	GST with %				
	Total quoted Price with taxes				

5. Total Contract Price:

Sr. No.	Phase	Total Price including GST in Rs.
1	Phase-1(Table A)	
2	Phase-2(Table B)	
3	Phase-3(Table C)	
4	Phase-4(Table D)	
	Total amount in Rs for Phase. (1+2+3+4)(Table A+B+C+D)	

Note:

1. Price shall remain Firm for the contract Period except for Deputation of Man Power at site which shall be escalated as follows.
2. Deputation of Man Power shall be Pre-Approved from GIPCL and as directed by GIPCL.
3. Man Month Rates for Deputation of Man Power at site for Phase wise is valid as follows. After validity as below, if deputation is required then 5% escalation will be given.

Phase	Expected Start Date for Phase	Expected Phase Completion Date	Man Month Rate valid up to	5% Escalation after validity
Phase-1	01.01.2022	31.05.2023	31.12.2023	01.01.2024
Phase-2	01.10.2022	29.02.2024	31.08.2024	01.09.2024
Phase-3	01.04.2024	31.07.2025	31.01.2026	01.02.2026
Phase-4	01.04.2025	31.07.2026	31.01.2027	01.02.2027

4. Any variation in taxes/ statutory levies post bidding shall be reimbursed at actual on submission of documentary proof.
5. The Total Quoted Price (Total of all 4 Phases with cumulative capacity of 2375MW) will be considered for evaluation.
6. The payment for Site supervision and Inspection and expediting shall be made as per actual deployment on monthly basis. The given schedule and quantity is tentative only. The Payment shall be made for actual stay at site / at inspection's place, Man day for travelling shall not be considered.
7. The Price should include all facilities like lodging, boarding, local transport etc in the scope of Bidder as per this tender.