

- 1.1.11 “**Contract Documents**” means the documents listed in Appendix 19: Contract Agreement.
- 1.1.12 “**Contractor**” means the person(s) whose bid to perform the Contract has been accepted by the Company and is named as such the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.
- 1.1.13 “**Contractor’s Equipment**” means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Contractor, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities.
- 1.1.14 “**Capacity Utilization Factor (CUF)**” shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time.
- 1.1.15 “**Chartered Accountant**” shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.
- 1.1.16 “**Day**” means calendar day of the Gregorian calendar.
- 1.1.17 “**Delivery Point**” shall be the interconnection point at which solar power developer (SPD), GSECL, shall deliver the power to the Gujarat State Transmission Unit substation. The metering shall be done at this point of interconnection.
- 1.1.18 “**Defect Liability Period**” means the period of validity of the warranties given by the Contractor, during which the Contractor is responsible for defects with respect to the Facilities (or the relevant part thereof) as provided in Clause No. 6.14 (Defect Liability) hereof.
- 1.1.19 “**Effective Date**” for this Contract shall mean the date of issuance of Letter of Intent by the Company.
- 1.1.20 “**Facilities**” means the Plant and Equipment to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contract for enabling the installation, construction, testing and commissioning of the Solar Power System(s).
- 1.1.21 “**Government Authority**” means Government of India, any state government or any governmental department, commission, board, body, bureau, agency, authority, undertaking, court or other judicial or administrative body or any sub-division or instrumentality thereof, central, state, or local, having jurisdiction over the Contractor, the Facility, or the performance of all or any of the services, obligations or covenants of Contractor under or pursuant to this Contract or any portion thereof.
- 1.1.22 “**Guarantee Test(s)**” means the Performance & Guarantee test(s) specified in the (Guarantee Test) to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Functional Guarantees.
- 1.1.23 “**Installation Services**” means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Contractor under the Contract; e.g., transportation and provision of marine or other similar insurance, inspection, expediting, Site preparation works (including the provision and use of Contractor’s Equipment and the supply of all civil, structural and construction

materials required), installation, Commissioning, carrying out guarantee tests, operations, maintenance, the provision of operations and maintenance manuals, training of Company's personnel etc.

- 1.1.24 “**Month**” means calendar month of the Gregorian calendar.
- 1.1.25 “**MNRE**” means Ministry of New and Renewable Energy, Government of India.
- 1.1.26 “**O&M**” means Operations and Maintenance.
- 1.1.27 “**Owner**” means Gujarat State Electricity Corporation Limited (GSECL) for _____ MW(AC) project.
- 1.1.28 “**Plant Capacity**” is defined as capacity of respective site, Grid-Connected Solar Photovoltaic Power Plant, Gujarat as per the provisions in this Tender including but not limited to its design, engineering, procurement & supply, construction, commissioning, compressive operation and maintenance.
- 1.1.29 “**Project Manager**” means the person appointed by the Company in the manner provided in the RFP (Project Manager) hereof and named to perform the duties delegated by the Company.
- 1.1.30 “**Prudent Utility Practices**” means those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturer’s operation and maintenance guidelines.
- 1.1.31 “**RFP document**” shall mean the bidding document issued by the Company including all attachments vide RFP No. **GSECL/ PP/ RE&BD/ 224 MW Solar PV**
- 1.1.32 “**SECI**” means Solar Energy Corporation of India.
- 1.1.33 “**Site**” means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.
- 1.1.34 “**Solar Power System(s)**” means the solar photovoltaic grid interactive power system(s) to be established at the site specified in the RFP.
- 1.1.35 “**Subcontractor**”, including vendors, means any person to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant and Equipment, is sub-contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.
- 1.1.36 “**Successful Bidder**” means the bidder who has been awarded the Contract and described as Contractor for the “Project”.
- 1.1.37 “**Time for Completion**” shall be the date on or before which Commissioning of the Facility has to be achieved to the satisfaction of the Company and such date is specified in NIT.
- 1.1.38 “**Metering Point**” means Metering Point for each plot shall be at GETCO substation 66 kV terminal point.

1.2 Interpretations

- 1.2.1 Language: Unless otherwise agreed by the parties in writing, the parties shall use the English language and the Contract and the other Bid documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language. If any of the Contract Documents, correspondence or communications are prepared in any language other than English, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.
- 1.2.2 Singular and Plural: The singular shall include the plural and the plural the singular, except where the context otherwise requires.
- 1.2.3 Headings: The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.
- 1.2.4 Persons: Words importing persons or parties shall include firms, corporations and government entities.
- 1.2.5 Men: The word ‘Men’ in this RFP shall mean all genders i.e. male, female and others.
- 1.2.6 Entire Agreement: The Contract constitutes the entire agreement between the Company and Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. The various documents forming the Contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the Contract documents, the matter may be referred to the Adjudicator and the Contractor shall carry out work in accordance with the decision of the Adjudicator.
- 1.2.7 Amendment: No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party hereto.
- 1.2.8 Independent Contractor: Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed.
- i. All employees, representatives or Subcontractors engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the Company and nothing contained in the Contract or in any subcontract awarded by the Contractor shall be construed to create any contractual relationship between any such employees, representatives or Subcontractors and the Company.
 - ii. Not in any case the sub-contractor shall claim or shall put any binding to the Company and the sub-contractor must be handled by the Contractor and the Company shall not be responsible for any claims at any time by the Contractor in relation to the sub-contractor.
- 1.2.9 Non-Waiver
- i. Subject to Clause 1.2.9(i) below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or

the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

- 1.2.10 (ii) Any waiver of a party’s rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 1.2.11 Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 1.2.12 Country of Origin: “Origin” means the place where the materials, equipment and other supplies for the Facilities are mined, grown, produced or manufactured, as the case may be, and from which the services are provided. This shall be according to MNRE guidelines.
- 1.2.12 Bidder will have to bid for the name plate capacity of respective Group. No partial bid will be accepted.

2 Introduction

2.1 About the Company

2.1.1 About GSECL

Gujarat State Electricity Corporation Limited (GSECL) was incorporated in August 1993 and is registered under the Companies Act, 1956 with the objectives to initiate a process of restructuring of Power Sector and to mobilize resources from the market for adding to the generating capacity of the State and improving the quality and cost of existing generation. The Company was promoted by erstwhile Gujarat Electricity Board (GEB) as it's wholly owned subsidiary in the context of liberalization and as a part of efforts towards restructuring of the Power Sector. The Memorandum and Articles of Association of GSECL envisage a wide spectrum of activities to improve the electricity infrastructure of Gujarat. GSECL has initiated its activities in the field of Generation of Power.

The Government of Gujarat (GoG) has also given to the GSECL the status of Independent Power Producer (IPP) with approval to undertake new power projects. The Company commenced its commercial operation in the year 1998. However, the operations of GSECL were limited to Power Stations units Gandhinagar #5, Wanakbori #7, Utran GBPS & Dhuvaran CCPP till the complete unbundling of erstwhile GEB was undertaken, i.e. up to 31st March 2005.

As a part of the reform process, the Government of Gujarat has unbundled the various functions of GEB. As a result of this unbundling, Gujarat State Electricity Corporation Limited (GSECL) has taken up the responsibility of electricity generation. Electricity Transmission has been entrusted to the already existing company - GETCO. Distribution network in the state has been split up among four distribution companies, which cater to the northern, central, southern, and western parts of the state respectively. All these companies have been structured as subsidiaries of a holding company, Gujarat Urja Vikas Nigam Limited (GUVNL). GUVNL is also the single bulk buyer in the state as well as the bulk supplier to distribution companies. It will also carry out the trading function in the state.

Bid for Design, Engineering, Supply, Procurement, Installation, Commissioning, Operation and Maintenance of 224 MW solar Photovoltaic grid connected power plant ranging from 10 MW to 55 MW at various substations of GETCO of Surendranagar, Morbi Kutchh, Jamnagar & Surat Districts in the State of Gujarat”.

2.2 About the Project

- 2.2.1 The Gujarat State Electricity Corporation Limited (GSECL) based at Vadodara proposes to implement a 224 MW (AC) project of Crystalline silicon solar photovoltaic grid interactive power station to harness green energy. It is under Government of India (GoI) initiative to promote renewable energy. GSECL proposes to establish 224 MW (AC) capacity (Solar Power System(s) including development of land, buildings, plant, machinery, ancillary equipment, material, switch-gear, transformers, protection equipment and the development, design, construction, operation and maintenance for Five (5) year of the Power Plant is hereinafter referred to as the (the “Project”) at various substations of GETCO in the State of Gujarat. The Company has now decided to undertake a competitive Bidding process for selection of the EPC Contractor to implement the Project (the “Contractor”).
- 2.2.2 The details of the facilities which the Company requires to be set up in the present instance and for which Bids are hereby invited are described in this Request for Proposal (RFP). The overall responsibility of complete Scope of Work rests with the Bidder.

--- End of Section---

3 Instruction to Bidders

3.1 General Instructions

- 3.1.1 The current document is the request for proposal, which is issued to all the potential Bidders, requesting a proposal for implementation of the Project on a fixed price basis. A Contractor would be selected through competitive bidding process for execution of the Project.
- 3.1.2 The Company expects Bidders to confirm compliance to RFP 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 RFP.
- 3.1.3 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.
- 3.1.4 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 RFP are liable to be rejected without any further opportunity.
- 3.1.5 Bidders need to ensure that in the event the Project is awarded to it, and during execution of the Project, it shall not seek to alter any agreed contractual terms, conditions and specifications.
- 3.1.6 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 RFP document and must be delivered along with Bids.
- 3.1.7 The specification provided with this RFP outlines the functional requirement. The Bidder must submit a Proposal based upon their own design, meeting the functional requirements.
- 3.1.8 Bidders shall deploy the latest state-of-the-art technology and must ensure that the goods supplied are new, unused and of most recent or current models and incorporate all recent improvements in design and materials for the implementation of the Project.
- 3.1.9 This ‘Instructions to Bidders’, in original, issued along with RFP 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 RFP document and without complying with the terms and conditions of RFP shall be ignored.
- 3.1.10 Issuance of this RFP does not construe that the Bidder has been short-listed or qualified.
- 3.1.11 The Company 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).

Bid for Design, Engineering, Supply, Procurement, Installation, Commissioning, Operation and Maintenance of 224 MW solar Photovoltaic grid connected power plant ranging from 10 MW to 55 MW at various substations of GETCO of Surendranagar, Morbi Kutchh, Jamnagar & Surat Districts in the State of Gujarat”.

- 3.1.12 The Company reserves the right to reject any Bid submitted with deviations beyond the one that is specified and mentioned in the RFP and no time shall be given in any circumstance after opening of Financial Proposal for submission of documents which are missing with Bid.
- 3.1.13 In case of change in ownership of the Project, all the Agreements and Contracts signed with the Company will stand true and valid with the new Owner of the Project.
- 3.1.14 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.
- 3.1.15 The entire Site for the work shall be made available along with NTP.
- 3.1.16 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.
- 3.1.17 All rates shall be quoted on the proper form i.e. price bid supplied as part of the Tender documents on e-tender portal by the Department.
- 3.1.18 The Gujarat State Electricity Corporation Limited does not bind itself to accept the lowest Bid and reserves to itself the right to accept the whole or any part of the Tender and the Bidder shall be bound to perform the same at the rate quoted in this Tender.

3.2 Pre-Qualifying Requirements (PQRs)/ Eligibility Conditions

3.2.1 3.2.1 GENERAL

- (i) The Bidder shall be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto. A copy of certificate of incorporation shall be furnished along with the bid in support of above.

3.2.2 TECHNICAL

For the capacity bided by Contractor (on or after 1st April 2014, For ground mounted/Floating/Canal top solar projects):

- (i) The Bidder should have designed, supplied, and erected/, supervised and commissioned of Solar Photo Voltaic (SPV) based grid connected power plant(s) of cumulative installed capacity of 40% or higher of total bid capacity in MW, out of which at least one plant should have been of AC 10 MW or higher for bid capacity of 21 up to 55 MW and 5 MW for 10 up to 20 MW capacity.

The reference plant of minimum capacity as mentioned above must have been in successful operation for at least 12 months prior to the date of techno-commercial bid opening.

Bid for Design, Engineering, Supply, Procurement, Installation, Commissioning, Operation and Maintenance of 224 MW solar Photovoltaic grid connected power plant ranging from 10 MW to 55 MW at various substations of GETCO of Surendranagar, Morbi Kutchh, Jamnagar & Surat Districts in the State of Gujarat”.

- (ii) The bidder should be an Indian company registered in India and should be Group company/Holding Company /Subsidiary company / JV company meeting the requirements’ of Clause (i) above.

In such a case, Bidder shall furnish an Undertaking jointly executed by the firm qualified as per clause (i) and the Bidder along with its bid for complete performance of the contract jointly or severally as per format enclosed, failing which the Bidder’s bid is liable to be rejected.

- (iii) Bids of JV company (Incorporated as per Companies Act) shall only be considered if following conditions are met.
- a) JV formed should be firmed prior to bid submission.
 - b) JV formed for more than two partners shall not be considered.
 - c) Bidder participating as JV has to indicate details of all JV partner in “details of Bidder” as per appendix 2 of tender.
 - d) Bidder participating as JV, has to submit role/scope of all individual partner in JV, along with the bid.
 - e) LoI, PO and Contract agreement shall be carried out with JV Company. JV company shall furnish confirmation along with the bid.
 - f) Discontinuance of JV during tenure of Work, Supply & O&M contract is not permitted. Bidder shall have to submit undertaking.

Bidder shall submit, in support to the above, the list of projects commissioned along with their work order/ LOI and the commissioning certificates along with the certificate of plant being in operation.

In case the bidder wants to meet the eligibility criterion through its own power plant, then a certificate from Chartered Accountant to that effect will be required to be submitted.

3.2.3 3.2.3 FINANCIAL

- (i) Cumulative Turnover of the Bidder for last three (3) financial years shall be at least

4 Cr. X Capacity in MW bidder is bidding X 0.7.

- (ii) The Net Worth of the Bidder during the last Financial Year shall be positive, wherein the Net Worth shall be calculated as follows:

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Net Worth = (Equity + Reserves) – (Revaluation reserves+ intangible assets + miscellaneous expenses to the extent not written off + carried forward losses).

The Bidder shall provide a copy each of audited annual report to ascertain their turnover & net-worth.

(iii) The Bidder shall submit audited annual report of FYs 2018-19, 2019-20, 2020-21 (if not audited then certification from Chartered Accountant shall be required).

(iv.) In case a Bidder is a 100 % subsidiary company & does not satisfy the annual turnover criteria, stipulated above on its own, its Holding Company would be required to meet the stipulated turnover requirements as above, provided that the Net Worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the subsidiary Company. In such an event, the Bidder would be required to furnish along with its Techno- Commercial Bid, a Letter of Undertaking from the Holding Company, supported by the Holding Company’s Board Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award. Over and above bidder shall submit unconditional Bank Guarantee equivalent but not less than 5 % of EPC price from holding company which shall be furnished within ten (10) days after Notification of Award.

3.2.4 3.2.4 OTHER

- i. The Bidders to have valid Proof of Permanent EPF account no., ESI registration no. and GST no.
- ii. The agency should have valid license under contract labour regulation and abolition of the Gujarat state or should give an undertaking that he will get himself registered within one month if work is allotted to him.
- iii. A self-attested certificate from the Bidder to the effect that the Bidder is not blacklisted from any Public Sector undertakings of Central Govt. / State Govt. /SEBs / Corporations/ GIPCL/GSECL/GUVNL and subsidiaries.

The experience list shall include only projects executed by Bidder himself or JV partner or severally as a turnkey contractor which shall include entire Engineering, Procurement, and Supply & Installation and not as a sub-contractor. The list of project executed shall clearly mention name of the technology partner / licensee agreement company and whether the same is valid as on date with date of expiry.

- iv. The Bidder shall ensure that all the information, facts & figures, data provided in the bid are accurate and correct. GSECL reserves the right to confirm / verify any data or information through their own sources. GSECL also may contact directly the references given for the project executed and may also visit the site, manufacturing facilities & sub-vendors works etc., physically to ascertain capabilities of the applicant, if so desire at their own cost. Bidder may have to facilitate GSECL for any such visit.
- v. The Bidder shall furnish documentary evidence by way of copies of Contract / Purchase Order, Completion Certificate, Performance 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.
- vi. 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 during the past seven (7) years. GSECL shall also take into account past experience of Project execution by Bidder for GSECL 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 on following criteria. GSECL decision regarding the same shall be binding to the bidder.
- vii. Bidder should not have executed any project(s) making inordinate delay attributed on bidder's part beyond 3 (three) months from the scheduled completion period for the single project as per technical qualification clause No 3.2.2 (iii). Bidder shall submit undertaking for the same as part of Bid submission document.
- viii. GSECL also reserves right to reject or disqualify any bidder at any stage considering its overall performance in past project (s) executed for GSECL based on reasonable grounds/ reasons for such rejection/disqualification.
- ix. SPV based Canal top/Floating solar power projects, which are grid connected, shall also be considered eligible for QR purposes.
- x. Projects executed by Bidder's group company, Holding Company or Subsidiary Company or JV Company or severally shall also be considered as Bidder's experience for meeting the QR as per 3.2.2, provided Bidder is an Indian company registered in India.
- xi. EPC projects with solar PV module supplied by developer/owner as free issue item to EPC contractor shall also be considered eligible for QR

3.3 Local Conditions

- 3.2.5 3.3.1 The Bidder is advised to visit and examine the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data,

applicable laws and regulations, and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into the Contract Agreement. The costs of visiting the Site shall be at Bidder's own expense.

- 3.3.2 The Bidder and any of its personnel or agents shall be granted permission by the Company to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel or agents, shall release and indemnify the Company and its personnel and agents from and against all liability in respect thereof and shall be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen.
- 3.3.3 Failure to visit the Site or failure to study the RFP document shall in no way relieve the successful Bidder from furnishing any material or performing any work in accordance with the RFP document.
- 3.3.4 In no case the date or Time for Completion of the project shall be extended, due to the failure of the Bidder to visit the site and it shall be in line with the timeline of Gujarat State Electricity Corporation Limited under the Scheme.
- 3.3.5 The Bidder must conduct its own inspection of the Project Site, access to the Project Site and surroundings at its own cost in order to make a proper estimate of the works to be performed under consideration of site-specific constraints. This applies in particular to the transportation of equipment to the Project site and the scope of site works. The Bidder shall also inspect the site and the access to site from the point of manufacture to make sure that its equipment is suitable for the available access and the site terrain.
- 3.3.6 It shall be deemed that by submitting a Bid, the Bidder has:
- a) made a complete and careful examination of the RFP document;
 - b) received all relevant information requested from the Company;
 - c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP documents or furnished by or on behalf of the Company relating to any of the matters referred to in NIT.
 - d) satisfied itself about all matters, things and information including matters referred to in the Bid Info at a glance, necessary and required for submitting an informed Bid, execution of the Project in accordance with the RFP document and performance of all of its obligations there under;
 - e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP document or ignorance of any of the matters referred to in the RFP herein shall not be a basis for any claim for compensation, damages, extension

of time for performance of its obligations, loss of profits etc. from the Company, or a ground for termination of the Contract Agreement; and
f) agreed to be bound by the undertakings provided by it under and in terms hereof.

3.2.6 3.3.7 The Company shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP document or the Bidding Process, including any error or mistake therein or in any information or data given by the Company.

3.4 Local Regulatory Frame Work

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

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

3.5 Clarifications to Tender Document

3.5.1 A Bidder requiring any clarification of the Tender documents may notify

3.5.2 GSECL in writing or by facsimile or by e-mail to GSECL’s contact as mentioned in Table A of NIT:

The Chief Engineer (Planning & Project)

Corporate Office, Gujarat State Electricity Corporation Limited (GSECL)

Vidyut Bhavan, Race Course

Vadodara -390 007, Gujarat

Email: cepnp.gsecl@gebmail.com;

acepnp.gsecl@gebmail.com;

sere.gsecl@gebmail.com

Website: www.gsecl.in

3.6 Amendments to Tender Document

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

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

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

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3.7 Acceptance of Bids

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

3.8 Withdrawal of Invitation to Bid

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

3.8.2 The sites/locations as mentioned in this tender are subject to availability of government wasteland. If Government Wasteland is not been provided/available/allotted to GSECL than GSECL shall be at the liberty to decide accordingly. Bidder shall bid accordingly. It is responsibility of bidder to visit the site prior to submission of bids.

3.9 Representative/ Agent of Bidder

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

3.10 Financial Proposal and Currencies

3.10.1 The Bidders shall quote the prices inclusive of all the taxes, while also providing the breakup of taxes as mentioned in Appendix-15 the similar format will be present in the e-tender for online submission. The Bidder shall indicate the price in Financial Proposal in Indian National Rupee only.

3.11 Bank Guarantees& EMD

3.11.1 EMD shall be in the form of Bank Guarantee / Demand Draft.

3.11.2 The validity of EMD shall be as mentioned in NIT.

3.11.3 The EMD shall specifically bind the Bidder to keep its Bid valid for acceptance and to abide by all the conditions of the Tender Documents in the event of GSECL desiring to award the work to the said Bidder. GSECL shall have an unqualified discretion to forfeit the EMD in the event: (i) Bidder fails to keep the Bid valid up to the date specified/ required; or (ii) refuses to unconditionally accept Letter of Intent and carry out the work in accordance with the Bid in the event such Bidder is chosen as the Successful Bidder.

3.11.4 The Company shall, however, arrange to release the EMD in respect of unsuccessful Bidders, without any interest, after the acceptance of LOI along with the submission of Security Deposit by successful Bidder.

- The EMD shall be released to bidders in the following manner. The EMD of the Successful Bidder shall be refunded only after the submission of SD cum PBG & after award of order.
- EMD of the unsuccessful bidders shall be released after releasing the EMD of the Successful Bidder.

3.11.5 The EMD shall be forfeited and appropriated by GSECL as per the discretion of GSECL as genuine, pre-estimated compensation and damages payable to GSECL for, inter alia, time, cost and effort of GSECL without prejudice to any other right or remedy that may be available to GSECL hereunder or otherwise, under the following conditions:

- a. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, or restrictive practice;
- b. In the case of Successful Bidder, if it fails within 7 days from the issue of LoI – (a) to sign the Contract Agreement and/ or (b) to furnish the Security Deposit cum Performance Bank Guarantee within the period prescribed.
- c. In case the Successful Bidder, having signed the Contract Agreement, commits any breach thereof prior to furnishing the Security Deposit cum Performance Bank Guarantee.

3.11.6 The Successful Bidder shall furnish the following Bank Guarantees:

- i) **Security Deposit cum Performance Bank Guarantee (SD/PBG)** as per the format given in Appendix 18 (b): Format of Bank Guarantee for Security Deposit/ Performance Bank Guarantee, shall be furnished in favour of Chief Engineer (P&P), Gujarat State Electricity Corporation Limited.

Location Wise SD cum PBG:

Bidder has to submit Location wise Price Break up After E-RA. The reduction of Price break up shall reflect reduction of basic price of items.

The Successful Bidder shall submit Security Deposit cum Performance Bank Guarantee of 10% of the EPC Contract Price as per, Price break up (location wise), to be submitted within seven (7) working days, along with the acceptance of LoI, initially valid for a period as defined as per following from the date of issue of LoI; if required, the PBG shall have to be extended for further 3 months beyond the due date of successful completion of PG test.

Validity of PBG :

Sr No	Group	Capacity (MW)	Validity of BG
1	Group 1	42	28 Months from the Date of LoI for

Bid for Design, Engineering, Supply, Procurement, Installation, Commissioning, Operation and Maintenance of 224 MW solar Photovoltaic grid connected power plant ranging from 10 MW to 55 MW at various substations of GETCO of Surendranagar, Morbi Kutchh, Jamnagar & Surat Districts in the State of Gujarat”.

2	Group 2	27	Location having time limit of 12 months; 31 months for Location having time limit of 15 months; and 34 Months from the Date of LoI for Location having time limit of 18 months For time limit please refer clause no 6.9.
3	Group 3	38	
4	Group 4	51	
5	Group 5	40	
6	Group 6	10	
7	Group 7	16	

However, in case of delay in demonstration of the PG test, the same will have to be extended upto 3 months beyond the due date for successful completion of PG test. The period for Performance Guarantee Test shall begin from the date mentioned in NIT of this Tender and shall continue till next one (1) year. SD/PBG shall be returned only after successful Performance Guarantee Test/ Final Acceptance Test.

- ii) **O&M Bank Guarantee:** The Contractor shall undertake comprehensive Operation and Maintenance (O&M) activities for a period of Five(5) years from the date mentioned in Tender. The Contractor shall submit the O&M Bank Guarantees mentioned in the tender, to GSECL within 30 days from the date of start of O&M period as specified in the Tender in favour of Chief Engineer (P&P), Gujarat State Electricity Corporation Limited, Vadodara. The format of the O&M Bank Guarantee is given in Appendix 18 (c): Format of Bank Guarantee for Performance for O&M.

Location wise O&M Bank Guarantee to be submitted.

5% of EPC Contract Price, to be submitted upon completion and acceptance of Performance Guarantee Test from 2nd year of O&M to the end of 5th year of O&M i.e for a period of four year after acceptance of PG test Period. This O&M BG shall cover the risk against extended warranty for equipment up to O&M Period and recovery towards shortfall in NEEGG during O&M Period.

- iii) **Bank Guarantee against PV Module Warranty:** The Successful Bidder who is not able to provide insurance of PV modules as specified in the Tender Clause No.

6.40.10 (A) shall submit a Bank Gurantee of Rs. 10 Lakh per each megawatt of PV modules (i.e. DC capacity), which shall be valid for a period of TwentyFive (25) years of from the start date O & M period or extendible O&M period whichever is higher form the start date of O&M perriod. The minimum validity of the Bank gurantee shall be five (5) years and shall be renewed subsequently every five (5) years prior to thrity (30) days of its expiry. In case the PV module fails to provide power output as per its performance warranty, and if the Contractor fails to rectify, replace or repair the PV module, then the Company shall carry out the necessary rectification, repair or replacement at its own discretion at the risk and cost of the Contractor. The cost of such rectificaiton, repair or replacement shall be encashed from the Bank Gurantee against PV Module Warranty. The same shall be replenished by the Contractor within thirty (30) day, failing which the entire Bank Gurantee amount shall be encashed and all pending payment shall be withheld by the Company till such amount is replenished by the Contractor. In another instance, if the Contractor becomes bankrupt or insolvent, then the Company shall immediately encash the entire amount of the Bank Gurantee against PV Module Warranty.

iv) **Bank Gurantee for shortfall at the time of PG Test:** In case the Contractor fails to achieve the NEEGG at the PG test then the Contractor shall, within a period of thirty (30) days, contractor has to provide a Bank Gurantee of the amount equal to “**Rs 25.80x No. of shortfall units**” valid for a period of 4(Four)years. In case the Contractor achieves the NEEGG in the 5th year then then Bank Gurantee shall be returned to the Contractor at the end of 5th year of O&M Period. However, if the Contractor fails to achieve theNEEGG during the 5th year then Rs. 25.80/ KWh shall be charged for the shortfall that has occured in the 5th year with a maximum amount limited to the Bank Gurantee value. *For example,during the PG Test, if the Contractor has a shortfall of 100 kWh, then the Contractor shall submit a Bank Gurantee of Rs. 2580/- valid for 4(Four) years.* Further at the end of 5thyear, if the short fall is of**100** kWh then maximum penalty of Rs **2580** shall be encashed from the Bank Gurantee.However, if theshortfall is of 80 kWh then Rs. 2064 (i.e.

Rs.25.80 x 80kWh) shall be encashed from the Bank Guarantee and the remaining amount of the Bank Guaranteeshallbe released to the Contractor.It is further clarified that the year-on-year shortfalls in achieving the NEEGG during the 1st to 5th year of O&M Period shall be charged as per Clause No 6.12.4 of this Tender Document, which shall be over and abve the provision of this current Clause.

- 3.11.7 3.11.7 Due to an extended nature of the O&M Bank Guarantee, the Contractor is allowed to provide O&M Bank Guarantees of not less than two (2) year and renew the same each year. However, the Contractor shall renew the O&M Bank Guarantee at least one month before the expiry of the validity failing which GSECL will be at liberty to encash the same. In case the O&M Bank Guarantee is encashed due to any penalty then the Contractor has to replenish within 20 days the O&M Bank Guarantee for the remaining period.
- 3.11.8 3.11.8 Any lapse in the timely renewal of the O&M Bank Guarantee shall entitle GSECL to encash it without assigning any further reason thereof.
- 3.11.9 3.11.9 The O&M Bank Guarantee should be valid up to **90 days** beyond the due date of completion of O&M year. For subsequent O&M years, the Bank Guarantee should be extended/renewed in such a manner that the same remains valid up to 45 days beyond the date of completion of each subsequent O&M year.
- 3.11.20 All the bank guarantees as mentioned in the tender, must be applied such that, to enable issuing bank to provide SFMS confirmation.

3.12 Project Management Consultant and Third Party Inspection Agency

3.12.1 A Project Management Consultancy (PMC) or Third Party Inspection agency (TPI) may be appointed by GSECL, at its sole discretion, to conduct any kind of inspection regarding procurement, fabrication, installation, hook-up, quality, execution, commissioning, operation and maintenance during the span of the Project. The Contractor shall provide necessary access and coordination to conduct such inspections. The Contractor shall provide all necessary access and cooperation for inspection by National or State agency. Charges of GSECL officials/TPI shall not be in scope of Bidder.

3.13 Right to Accept or Reject any or all Bids

- 3.13.1 Notwithstanding anything contained in this Tender, GSECL reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 3.13.2 GSECL reserves the right to reject any Bid and appropriate the EMD if:
- after reviewing the Bid there is doubt that the offered works, materials or equipment are not state of the art and/ or not suitable for the site operating conditions;

- b. at any time, a material misrepresentation is made or uncovered, or
- c. the Bidder does not provide, within the time specified by the GSECL, the supplemental information sought by GSECL for evaluation of the Bid.

3.13.3 3.13.3 Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the Successful Bidder gets disqualified / rejected, then GSECL reserves the right to:

- a. select the next Bidder with the Lowest Evaluated Bid Value as the Successful Bidder; <or>
- b. take any such measure as may be deemed fit in the sole discretion of GSECL, including annulment of the bidding process.

3.13.4 3.13.4 In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, if not yet appointed as the Contractor either by issue of the LoI or entering into of the Contract Agreement, and if the Successful Bidder has already been issued the LoI or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender, be liable to be terminated, by a communication in writing by GSECL to the Contractor, without GSECL being liable in any manner whatsoever to the Bidder or Contractor, as the case may be. In such an event, GSECL shall forfeit and appropriate the bank guarantees without prejudice to any other right or remedy that may be available to GSECL.

3.13.5 3.13.5 GSECL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender Documents. Failure of GSECL to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of GSECL there under.

3.14 Net Electrical Energy Generation Guarantee (NEEGG)

3.14.1 The Bidder shall be required to quote the Net Electrical Energy Generation Guarantee (NEEGG) for five (5) years period at the metering point. The Bidder shall give NEEGG per annum after considering proposed configuration and all local conditions, solar insolation, wind speed and direction, air temperature & relative humidity, barometric pressure, rainfall, sunshine duration, grid availability and grid related all other factors and losses due to near shading, incidence angle modifier, irradiance level, temperature loss, array loss, module quality loss, module array mismatch loss, soiling loss and various inverter losses etc. To assess/ verify feasibility of quoted NEEGG, Bidders are required to provide computation documents along with considered factors based on which NEEGG has been computed.

- 3.14.2 Bidders are expected to undertake their own study of solar profile and other related parameters of the area and make sound commercial judgment about power output i.e. Net Electrical Energy Guaranteed Generation. The Site information and solar data provided in this Tender except the reference radiation for the twelve months is only for preliminary information purpose. No claim or compensation shall be entertained on account of this information. It shall be the responsibility of the Bidder to access the corresponding solar insolation values and related factors of solar plant along with expected grid availability. The Bidder should access all related factors about the selected Site for the Project and then quote the NEEGG for the proposed Project.
- 3.14.3 The Contractor shall be responsible for achieving NEEGG. For any shortfall in NEEGG corresponding to the offer, the compensation shall be recovered from the Contractor as per Clause no. 6.12.2. The Contractor shall maintain the Plant equipment including its repair, replacement, overhauling, etc., so as to ensure guaranteed NEEGG per year, for which GSECL shall pay the agreed O&M Contract Price and the applicable taxes. NEEGG guaranteed shall not be construed as limiting value of generation. The Contractor shall maintain such that maximum generation is achieved.
- 3.14.4 The Bids with NEEGG of less than or equal to 25 % of **CUF(AC)** at any Group (Considering 365 days a year) for the first year shall be summarily rejected.

The Minimum CUF for the group of locations will be 25%.

The successful bidder is required to submit location wise NEEGG after E-RA. The Lower limit for CUF of all individual locations is also 25%.

- 3.14.5 The deration in NEEGG quoted for any year shall not be more than 1% of the NEEGG quoted for the previous year. If the Bidder anticipates any degradation of the modules during the first year, it shall be taken care of to provide additional capacity of solar PV modules to meet guaranteed generation at the end of first year to avoid liquidated damages/compensation on account of Performance Guaranteed Generation. The NEEGG of consecutive year should not be more than the previous year's NEEGG. Bids not following these conditions shall be summarily rejected.
- 3.14.6 This NEEGG shall be used for the evaluation of the Bids as Appendix 6: Bid Evaluation Criteria (BEC).

4 Submission of Bid

General Terms

4.1 General Terms

4.1.1 **A Bidder is eligible to submit only one technical Bid for the multiple Groups. A Bidder shall not be entitled to submit another Bid either individually or in a Consortium, as the case may be. (Consortium is not allowed)**

4.1.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Contract Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.

4.1.3 The Bid should be furnished in the formats mentioned in the RFP document which shall be duly signed by the Bidder’s authorized signatory, provided that the Financial Proposal will be submitted in separate envelop.

4.1.4 The Bidder shall submit a power of attorney as per the format at “Appendix 12: Format of Power of Attorney as Authorized Signatory” authorizing the signatory of the Bidder to commit to the Bid or as per their Company’s format.

4.1.5 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. The complete Bid shall be without alterations, interlineations or erasures, except those to accord with instructions issued by the Company, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

4.1.6 The RFP documents and all attached documents are and shall remain the property of the Company and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Company will not return any Bid or any information provided along therewith.

4.1.7 The Bidder shall submit PF code number allotted by Regional PF Commissioner. Failure to do so is likely to result in the offer being rejected.

4.1.8 Bidder shall note that the Price Bid of only those Bidders shall be opened who are found technically qualified and responsive to GSECL’s Tender terms and conditions including but not limited to Scope of Works.

4.2 Format and Signing of Bid

4.2.1 The Bidder shall provide all the information sought under this RFP. The Company will evaluate only those Bids that are received in the required formats and complete in all respects.

Bid for Design, Engineering, Supply, Procurement, Installation, Commissioning, Operation and Maintenance of 224 MW solar Photovoltaic grid connected power plant ranging from 10 MW to 55 MW at various substations of GETCO of Surendranagar, Morbi Kutchh, Jamnagar & Surat Districts in the State of Gujarat”.

4.2.2 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

4.3 Sealing and Marking Of Bid

4.3.1 The Bid of the Bidder shall be contained in one (1) single “Main” Envelope.

4.3.2 The Main Envelope shall contain two (2) Envelopes as follows:

1. “Original” Envelope;
2. “CD or Pen drive” Envelope or Pen drive.

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

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

4.3.4 The “CD or Pen drive” Envelope shall contain one (1) no. of CD or Pen drive containing the following folders with the same information submitted in the Original Envelope:

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

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

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

4.3.7 IMPORTANT: THE COPY OF THE FINANCIAL BID SHALL NOT BE INCLUDED IN THE CDS.

4.3.8 Envelopes shall be clearly marked as “Original,” “Copy” and “CD”.

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

4.4 Enclosures of the Bid

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

4.4.2 The documents accompanying the Bid other than the attested Tender Document(s), and Proof of Tender Fee and EMD shall be placed in Cover-II and marked as “Enclosures of the Bid”. These documents shall include: