

6.41 Arbitration

- 7.40.116.41.1 All matters, questions, disputes, differences and / or claims arising out of and / or concerning, and /or in connection with, and /or in consequence of, and /or relating to this contract which may arise between the parties in connection with the Contract or any matter arising out of or in relation thereto shall be reported to Gujarat Public Work Contract Dispute Arbitration Tribunal and provision of Gujarat Public Work Contract Disputes Arbitration and Tribunal Act 1996 shall be applied as updates time to time.
- 7.40.126.41.2 The Contractor shall ensure that the work under this Contract shall continue during arbitration proceedings and dispute and no payments due from or payment by the Company shall be withheld on account of such proceedings except to the extent which may be in dispute.
- 7.40.136.40.3 The Arbitrator may, from time to time, with the consent of the parties to the contract enlarge the time for making the award. The venue of the arbitration shall be the place from which the acceptance of offer is issued or such other place as the Arbitrator, in his discretion, may determine.

6.42 Court of Competent Jurisdiction

- 6.42.1 The Courts of Vadodara for GSECL shall have exclusive jurisdiction in all matters arising under the Contract.

6.43 Law and Procedure

- 6.43.1 The law which is to apply to the Contract and under which the Contract is to be construed shall be Indian Law.
- 6.43.2 The law governing the procedure and administration of any arbitration instituted under the clause for arbitration shall be the Indian law.

6.44 Construction of Contract

- 6.44.1 The Contract shall in all respect be construed and operated, as a Contract as defined in the Indian Contracts Act, 1872, and all the payments there under shall be made in Indian Rupees unless otherwise specified.

6.45 Notices

- 6.45.1 For all purpose of the Contract, including arbitration there under, the address of the Contractor mentioned in the Bid shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified a change by a separate letter containing no other communication and sent by registered post with acknowledgement due to GSECL. The Contractor shall be solely responsible for the consequence of an omission to notify change of address in the manner aforesaid.
- 6.45.2 Any communication or notice on behalf of the Company in relation to the Contract Agreement may be issued to the Contractor by the Company and all such communication and notice may be served on the Contractor either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of the officer.
- 6.45.3 Instructions or notices to the Contractor and notices from the Contractor to GSECL recorded in a minute signed by the authorized representatives of both GSECL and the

Contractor. Such notice or instruction shall be valid notice of instruction for the purpose of the Contract.

6.46 Final Bill

6.46.1 The Final EPC Bill relating to the Contract shall be prepared only after the Performance Guaranteed Test of the plant has been observed as under Clause No. Appendix 16: Procedure for Performance Testing and it will include the adjustments of all claims against the Contractor by the Company and awarded in its favour by the arbitrator up to the date of preparation of the final bill.

6.47 Degradation of Solar Modules

6.47.1 The Contractor should warrant for the output of each Solar Module(s) for at least 90% of its actual rated capacity at Standard Testing Condition after initial 10 years and 80% of its rated capacity after 25 years upon commissioning of the Plant.

6.47.2 The derating of module should not be more than 1% in any year except for the first year of operation, which should be limited to 2.5% **for poly** and **3% for mono**.

6.47.3 If, Module(s) fail(s) to exhibit such power output, the Contractor will either:

a. Deliver additional PV Module(s) to replace the loss of power output with no change in area of land used;

<or>

b. Repair or replace the existing PV Module(s) with no change in area of land used;

<or>

c. Compensate GSECL with an amount equivalent to the loss of revenue from the date of audit to 25th years which shall be calculated based on Net Present Value of amount of loss of revenues from the date of audit to 25th years discounted at the rate of GSECL's cost of capital.

6.47.4 The Company will specifically do the audit of solar PV module by third-party at any point of the operation period and in case the Contractor fails to demonstrate the value as per the maximum deration allowed then, the Contractor shall compensate as per the Clause no.6.47.3.

6.48 Risk Purchase

6.48.1 If the Contractor fails, on receipt of the LoI, to take up the work within a reasonable period or leave the work Site after partial execution of the work, GSECL shall have the liberty to get the work done through other agency at the Contractor's own risk and additional cost if any. If the situation, so warrants, to compel GSECL to cancel the LoI placed on the Contractor, it shall be liable to compensate the loss or damage, which GSECL may sustain due to reasons of failure on Contractor's part to execute the work in time.

6.49 Confidential Information

6.49.1 GSECL and the Contractor shall keep confidential and shall not, without the written consent of the other Party hereto, divulge to any third party any documents, data or

other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from GSECL to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor.

- 6.49.2 Notwithstanding the generality of the foregoing Clause 6.48.1 all maps, plans, drawings, specifications, schemes and the subject matter contained therein and all other information given to the Contractor, by the Company in connection with the performance of the Contract shall be held confidential by the Contractor and shall remain the property of the Company and shall not be used or disclosed to third parties by the Contractor for any purpose other than for which they have been supplied or prepared. The Contractor may disclose to third parties, upon execution of secrecy agreements satisfactory to the Company, such part of the drawings, specifications or information if such disclosure is necessary for the performance of the Contract under this Clause of 6.48.
- 6.49.3 Maps, layouts and photographs of the unit/integrated plant including its surrounding region's showing vital installation for national security shall not be published or disclosed to the third parties or taken out of the country without prior written approval of the Company and upon execution of secrecy agreements satisfactory to the Company with such third parties prior to disclosure.
- 6.49.4 Title to secret processes, if any, developed by the Contractor on an exclusive basis and employed in the design of the unit shall remain with the Contractor. The Company shall hold in confidence such process and shall not disclose such processes to the third parties without prior approval of the Contractor and execution by such third parties of secrecy agreements satisfactory to the Contractor prior to disclosure.
- 6.49.5 Technical specifications, drawings, flow sheets, norms, calculations, diagrams, interpretations of the test results, schematics, layouts and such other information which the Contractor has supplied to the Company under the Contract shall be passed on to the Company. The Company shall have the right to use these for construction erection, start-up, commissioning, operation, maintenance, modifications and/ or expansion of the unit including for the manufacture of spare parts.
- 6.49.6 The obligation of a party under this Clause 6.48, however, shall not apply to that information which:
- a. now or hereafter enters the public domain through no fault of that Party,
 - b. can be proven to have been possessed by that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party hereto, or otherwise lawfully becomes available to that Party from a third party that has no obligation of Confidentiality.
- 6.49.7 The above provisions of this Clause 6.48 shall not in any way modify any undertaking of Confidentiality given by either of the Parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.
- 6.49.8 The provisions of this Clause 6.48 shall survive Termination, for whatever reason, of the Contract.

6.50 Limitation of Liability (LLP)

- 6.50.1 The total liability of the Contractor under or in connection with this Tender and the consequent Contract shall not exceed the full EPC Contract Price inclusive of taxes and duties.
- 6.50.2 This sub-Clause shall not limit the liability in case of fraud, deliberate default/negligence, reckless misconduct or illegal or unlawful acts by the Contractor.

--- End of Section ---

7 Special Terms and Condition

7.1 Definition

7.1.1 The General Terms and Conditions as well as the Special Terms and Conditions of the Tender are complementary to each other, and wherever there is a conflict, the Special Terms and Conditions shall prevail.

7.2 Objective of the Project

7.2.1 The main objective of this project is “Design, Engineering, Supply & Procurement, construction, operation and maintenance of grid connected Solar PV Plant of 2.5 MW at Gandhinagar TPS & 2 MW at Sikka TPS in the State of Gujarat’.

7.2.2 Compliance with GUVNL/GETCO/GEDA/DISCOM Guidelines

7.2.3 The Bidders and Contractor shall make themselves fully aware of and comply with the norms and guidelines provided by GUVNL/GETCO/GEDA/DISCOM if any, towards the Project.

7.2.4 The Contractor shall ensure that the Project shall comply with all the norms and guidelines of GUVNL/GETCO/GEDA/DISCOM if any, and subsequent clarifications or amendments issued from time to time. The Contractor is required to refer the compliance documents of GUVNL/GETCO/GEDA/DISCOM if any, for necessary compliances of GUVNL/GETCO/GEDA/DISCOM requirements.

7.2.5 In case of any conflict between the compliance of GUVNL/GETCO/GEDA/DISCOM and this Tender or any aspect of the Project, the Contractor shall immediately notify GSECL for clarity.

7.3 Project Site

7.3.1 Details of the Project Site will be as per the Annexure 1.

7.4 Scope of Service

7.4.1 The item of work to be performed on all equipment and accessories shall include but not limited to the following:

a. Transportation, unloading, receiving and storage at site.

b. Arranging to repair and/or re-order all damaged or short-supply items.

c. Final check-up of equipment and commissioning and putting the system into successful operation, feeding power to the local internal grid.

7.5 Training of GSECL’s Personnel

7.5.1 The Bidder shall provide training on Plant operations and maintenance to three (3) teams of 5-10 personnel each (Engineers and Technician/ Operators) of GSECL as and when requested by GSECL.

7.6 Mode of Execution

7.6.1 The entire work shall be executed on turnkey basis. Any minor item(s) not included in the schedule but required for completion of the work shall have to be carried out/ supplied without any extra cost. Such works, not listed in the schedule of works but elaborately described to perform or to facilitate particular operation(s) required for completion of the project shall be deemed to have been included in the scope of this work and the Contractor shall supply, install the same without any extra cost.

7.7 Programme of Work

7.7.1 The Contractor shall submit the programme of work within 15 days from the date of receipt of Letter of Intent. The programme shall include a Bar Chart indicating there in the starting position and completion date of each of the major items of work.

7.8 Starting of Work

7.8.1 The Contractor shall be required to start the work within 15 (fifteen) days from the date of issue of Letter of Intent and shall thereof, report to GSECL accordingly.

7.9 Completion Schedule

7.9.1 The time of completion and commissioning of the Plant is from the date of **Notice to Proceed as per relevant clauses**. The O&M contract period is initially for **Five (5)** years, which can be extended for the remaining years i.e. **6th** Year onwards on sole discretion of GSECL at the mutually agreed rates.

7.40.14 The Contractor shall inform GSECL at least sixty five (65) days advanced preliminary written notice and at least thirty five (35) days advanced final written notice, of the date on which it intends to synchronize the Power Project to the Grid System.

7.40.15 The Contractor shall prepare the completion schedule accordingly and in conformity with provisions of technical specifications and carry out the work as per this schedule subject to “Force Majeure” conditions. The Contractor shall mobilize resources keeping in view, the above scheduled completion period.

7.40.16 The Contractor shall provide the power evacuation schedule as and when required or asked by any Central or State Government agency(s).

7.10 Site Inspection & Basis of Bid

7.10.1 The volume and quantity of work indicated in schedule of works may vary. The Contractor should visit the Site before quoting rate for civil works. After taking in to consideration all aspects of the site, condition of soil etc., the Contractor should quote for civil works. No extra claim will be entertained at post bidding stage. The foundation design of module structure and the building shall have to be approved by GSECL. In case of any defects arising in the building during guarantee period, the Contractor shall have to rectify the same at its own cost.

7.11 Price Escalation

7.11.1 The rate(s) quoted against the work shall remain firm during the entire Contract period.

7.12 Taxes and Duties

- 7.12.1 The price quoted shall be exclusive of all applicable taxes, duties, levies as applicable (as per the format of the Financial Proposal), which shall be paid on production of documentary evidences for the same.
- 7.12.2 Bidders shall quote the rates as well as taxes and duties based on the concessional exemption in the same that can be availed by the Bidder.
- 7.12.3 It is mandatory to mention safe guard duty in column (c) of schedule of Price A for supply. If it is mentioned '0' in column (c), no safe guard duty shall be payable.

7.12.4 Statutory variations in the tax shall be permitted as under:

(A) Statutory variations during original contractual completion period :

- (i) If any increase takes place in taxes and duties due to statutory variation (including safeguard Duty for PV modules only), then GSECL shall admit the same on production of documentary evidences.
- (ii) If any decrease takes place in taxes and duties due to statutory variation (including safeguard Duty for PV modules only), the same shall be passed on to GSECL or GSECL shall admit the decreased rate of taxes and duties while making the payment.

For modules supplied after 01.04.2022, imposition of BCD will not be construed as change in law.

(B) Statutory variations beyond original contractual completion period :

- (i) If reasons for extension of contractual completion period is attributable solely to GSECL, the provisions of (A) (i) above shall apply.
- (ii) If any decrease takes place in taxes and duties due to statutory variation, the same shall be passed on to GSECL or GSECL shall admit the decreased rate of taxes and duties while making the payment.

7.12.5 Variation on account of exchange rate will not be payable. No statutory variation shall be payable by GSECL on the input items. i.e. raw materials etc.

7.13 Procurement of Materials

7.13.1 The Contractor shall procure all necessary material required for the project work and arrange to store them properly. Test certificate in accordance with the specifications are to be furnished by the Contractor to GSECL for approval in respect of the materials procured by the Contractor.

7.14 Samples

7.14.1 Apart from adhering to special provision made in the specification regarding submission of samples, the Contractor shall within fifteen (15) days of its receipt of Letter of Intent, provide to GSECL samples along with detailed literature of all materials it proposes to use irrespective of the fact that specific make/ material might have been stipulated. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at Site, detailed literature / test certificate of the same shall be provided instead. GSECL shall check the samples and give his comments and/or approval to the same.

7.15 Notice of Operation

7.15.1 The Contractor shall not carry out important operation without the consent in writing of GSECL or his representative. For carrying out such important activity, the Contractor shall intimate to GSECL at least seventy two (72) hours before starting of the job.

7.16 Rejection of Materials

7.16.1 GSECL's decision in regard to the quality of the material and workmanship will be final. The Contractors at its own cost and risk without any compensation shall immediately remove any material rejected by the Project Manager or Engineer-in-Charge from the Site of work.

7.17 Power and Water Supply during Construction

- 7.17.1 The Contractor shall arrange for the temporary Power Supply at the site for construction purpose at its own cost.
- 7.17.2 Cost of water shall be as per prevailing rate and to be borne by the Contractor.
- 7.17.3 Cost of electricity required during construction shall be payable by the Contractor. For construction, temporary connection from Distribution Company shall be arranged by the Contractor as per applicable tariff.
- 7.17.4 GSECL shall not provide facility for storage of material, and accommodation for labours at site. The Contractor shall make his own arrangement for the same.

7.18 Labour Engagement

7.18.1 The Contractor shall be responsible to provide all wages and allied benefits to its labours engaged for execution of the project work and also to carry out Operation and Maintenance service. The Contractor shall remain liable to the authorities concerned for compliance of the respective existing rules and regulations of the government for this purpose and shall remain liable for any contravention thereof.

- 7.18.2 Strict adherence of various applicable labour laws like the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the Workman's Compensation Act, EPF Act, Contractor labour (Regulation & Abolition) Act, 1970, BOCW and all other statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. Authorities, shall be the responsibility of the Contractor and he shall have to make good loss, if any, suffered by GSECL on account of default in this regard by the Contractor.
- 7.18.3 The contractor is encouraged to use local manpower as per the local statutory (labour) requirement, if any.
- 7.18.4 The successful Bidder shall obtain license under Contract Labour (Regulation & Abolition) Act 1970, read with rules framed there under and furnish the same to the Company within 15 days of the issue of Detailed order of Contract failing which the detailed order of contract shall be cancelled/terminated without any further notice and its EMD and/ or performance guarantee shall be forfeited.

7.19 Handing Over –Taking Over

- 7.19.1 Project shall be taken over by GSECL upon successful completion of all tasks to be performed at Site(s) on equipment supplied, installed, erected and Commissioned by the Contractor in accordance with provision of this Tender. During handing over complete Project work, the Contractor shall submit the following for considering final payment:
- a. All as- Built Drawings;
 - b. Detailed Engineering Document with detailed specification, schematic drawing, circuit drawing and test results, manuals for all deliverable items, Operation, Maintenance & Safety Instruction Manual and other information about the project;
 - c. Bill of material; and
 - d. Inventory of spares at projects Site.
 - e. Copies of all warranties/guarantees.
- 7.19.2 Immediately after taking over of complete Plant, the same will be handed over to the Contractor for Operation & Maintenance for a period as mentioned in the Tender.
- 7.19.3 Handing over will be done only after Completion of Facilities and successful Operational Acceptance Test
- 7.19.4 Prior to the handing over, GSECL shall conduct a plant audit by self or the third party as per GSECL's discretion, and any defects identified during such audits or inspection shall be rectified by the Contractor at its own cost prior to the completion of the O&M period.

7.20 Termination on the death of Contractor

- 7.20.1 Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, the Engineer-in-Charge on behalf of GSECL shall have the option of terminating the Contract without compensation to the contractor.

7.21 Retired Government servants taking to Contract

7.21.1 No engineer of gazette rank or other gazette officer employed in engineering or administrative duties in the Engineering Department of the Company is allowed to work as contractor for a period of two years of his retirement from Company's service without the previous permission of the Company. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be a person who had not obtained the permission of the Company as aforesaid before submission of the tender or engagement in the contractor's service as the case may be.

7.22 EPF

7.22.1 The contractor will deduct and deposit EPF of his labour staff/worker as applicable from time to time in his own EPF A/c code and then produce a photocopy of documentary evidence of EPF Challan with each R.A. Bill for the concerned period.

7.23 Miscellaneous

7.23.1 The project manager appointed by EPC contractor shall not be replaced without the prior written approval of GSECL.

7.23.2 Any project manager or member of the Contractor at Site shall be replaced within a period of forty eight (48) hours of intimation by GSECL without assigning any reason thereof.

7.23.3 The Contractor shall take care of all statutory, local clearance, approvals etc . GSECL will provide all documentary support if needed. Any approval in regard with Land of SPV site is in the scope of GSECL.

7.23.4 All warranties on the equipment shall be in the name of GSECL with reference to the Clause No. 7.40.

7.23.5 The Contractor shall be responsible for claiming and retaining any subsidy and shall quote only final price. Responsibility of Project registration/ applications, factory registration etc. shall lie with the Bidder only. In no case, GSECL is responsible to provide any additional amount other than the EPC Contract Price & O&M Contract Price.

7.23.6 The Contractor shall provide arrangement for water drainage, which shall be appropriately arranged for dispersion/ evacuation as per the local statutory norms without causing any local inconvenience or hindrance.

7.23.7 The design philosophy and related specifications mentioned in this Tender are to be treated as baseline specifications. The Contractor may further improve the design of the Plant through minor modifications and execute the same contingent on GSECL's approval of the new design or specification.

7.23.8 Based on reviewing the Project, if the progress is below expectation as judged based on GSECL's discretion, then GSECL shall reduce the Scope of the Contractor in part or full and assign the same to other contractor(s) at the risk and cost of the existing Contractor.

7.23.9 The Contractor shall continue to provide all the monitoring services, licenses, software, access to all information (real-time or stored) that were been used during the

O&M Contract period by the Contractor to GSECL at the time of hand over at no extra cost to GSECL for the rest of the life of the Plant.

7.23.10 The Contractor shall construct a dedicated site office including tables, chairs, functional power outlets, light, fan air conditioner, etc. for at least eight (8) people to host GSECL's employees or authorized representatives at the time of construction of the Plant.

7.23.11 Provision for installing any additional monitoring equipment to facilitate on-line transfer of data shall be provided by the Contractor.

7.23.12 GSECL shall provide necessary support to the Contractor for the high-sea sales of the PV modules.

--- End of Section ---

Appendix 1: Format for Covering Letter

To,

The Chief Engineer (P&P)

Gujarat State Electricity Corporation Limited (“GSECL”)

Vidyut Bhavan, Race Course

Vadodrar-390 007, Gujarat

Sub: Submission of the RFP Document No. GSECL/ PP/RE&BD/ 4.5 MW Solar PV/

Date:

Dear Sir,

We, the undersigned, have considered and complied with the "Instructions to Bidders" and have accepted the terms stipulated in the RFP documents. The scope of work to be offered by the Bidder shall include but not be limited to Bid for Design, Engineering, Supply & Procurement, construction, operation and maintenance of grid connected Solar PV Plant of 2.5 MW at Gandhinagar TPS & 2 MW at Sikka TPS in the State of Gujarat”. The Successful Bidder shall be required to ensure the continuous running of plant without any interruption for a period of One year. All the above shall be as per RFP Document No. GSECL/ PP/RE&BD/ 4.5 MW Solar PV/ Date:

Also we have familiarized ourselves with the, land surface and subsurface, metrological, climatologically and environmental conditions which may exist in the installations area. In full cognizance and compliance with these aforesaid conditions and the regulations of local government authorities, we the undersigned do hereby offer for Design, Engineering, Supply & Procurement, construction, operation and maintenance of grid connected Solar PV Plant of 2.5 MW at Gandhinagar TPS & 2 MW at Sikka TPS in the State of Gujarat.for which we have Bid. The work covered under the Bid shall be completed to the entire satisfaction of yourselves or your representative in conformity with the RFP documents at the prices accompanying this Bid.

It is a term of our Bid that the Project shall be handed over installed, interconnected, tested, commissioned and modified and shall achieve commissioning not later than Six months from the date of Notice to Proceed. This shall be the essence of the Contract between us.

We further agree and stipulate as follows:

1. Until the final Contract Documents are prepared and executed the RFP documents with any modifications, additions, deletions agreed with the Company(s) and your written acceptance thereof, shall constitute a binding Contract between us, upon terms contained in aforesaid documents and the Financial Proposal accompanying the Bid.
2. That the Company will not supply any material. In all respects we shall be fully self-sufficient in the performance of the work.
3. I/ We understand that you are not bound to accept the lowest of the Bid you may receive.
4. I/ We shall make available to the Company any additional information it may find necessary or require to supplement or authenticate the qualification statement.
5. I/ We acknowledge the right of the Company to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We understand that you may cancel the bidding process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants.
7. I/ We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
8. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/managers/ employees.
9. I/ We undertake that in case due to any change in facts or circumstances during the bidding process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP; we shall intimate the Company of the same immediately.
10. We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956 or Companies Act 2013.
11. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Company in connection with the selection of Applicants, selection of the Bidder,

or in connection with the selection/ bidding process itself, in respect of the above mentioned Project and the terms and implementation thereof.

12. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
13. We agree to keep the bidding valid for acceptance for a period of 120 (One Hundred Twenty) days from the date of opening of the Technical Bid (hereinafter referred to as validity period) and the Bid shall not be withdrawn on or after the opening of bidding till the expiration of the validity period or any extension thereof.
14. We also undertake not to vary/modify the Bid during the validity period or any extension thereof.
15. We represent that we have fully satisfied ourselves as to the nature and location of the Project having in mind the general and local conditions and other factors incidental to the performance of the works and the costs thereof.
16. We further represent that from our own investigation of the Site of the Project we have fully satisfied ourselves as to the character, quality and quantity of surface and other conditions to be encountered in the performance of the works and we understand and represent that any failure to acquaint ourselves in respect of these matters and the other factors and conditions as set forth shall not relieve us from any responsibility for estimating properly the difficulty and cost of successfully performing the works.
17. We also acknowledge and accept that you shall not pay for any discontinuance or low performance rate resulting from malfunction of / or inadequacy of our equipment, instruments or personnel.
18. We agree to return to you all reports and technical data provided for our use in preparing this Bid and in the subsequent conduct of the works. We undertake that we will not use the same for any other work/purpose.
19. We further represent that we have familiarized ourselves with all the terms and provisions of the various parts of the bidding documents and that in making our Bid, we do not rely upon any representation made by any agent or employee of yourselves in respect of the terms of the bidding documents or the nature of the performance of the works.

20. We submit this Bid with the full understanding that our Bid fully complies with all the terms and conditions of the RFP documents including Bid evaluation criteria and that no deviation/exception to the RFP documents have been taken by us. We also agree that in case we have taken any exceptions/ deviations to the RFP documents, the Company will be free to reject our offer on account of such exceptions/deviations.

21. **We have visited the sites and are aware of the scope of work envisaged/elaborated for 2.5 MW Solar PV Plant at GTPS & 2 MW Solar PV Plant at STPS in tender.**

I have visited the site: Yes/No

Name of location : Gandhinagar TPS 2.5 MW (AC) & Sikka TPS 2 MW (AC)
Total name plate capacity of Bid 4.5 MW (AC)

Dated this _____ day of _____ 2021

Signature: _____

In the capacity of:_____

Duly authorized to sign Tenders for and on behalf of (Name & Address)

Witness

Appendix 2: Details of Bidder

1. (a) Name:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:
(d) Date of incorporation and/ or commencement of business:
2. Brief description of company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for company:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
 - (h) GST Number of Bidder (with proof) :
 - (i) PAN of Bidder (with proof) :
 - (j) CIN of Bidder (with proof)
4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

Appendix 3: Format of Details of Similar Technical Experience

INSTRUCTIONS:

- A. The Bidder shall indicate similar EPC experience of grid-connected solar photovoltaic projects herein.
- B. The Bidder shall duly attach the Letter of Award (LOA) from the Client, Commissioning Certificate, and Certificate of Satisfactory Completion of Work from the Client.
- C. Projects without sufficient documentary evidence of execution, commissioning and completion as per the discretion of GSECL shall not be considered towards technical evaluation of the Bidder.
- D. The Bidder may indicate more than five (5) projects.

Sr.	Name of Client (with name and contact information of Contact Person)	PV Project AC/ DC Capacity (in MW)	For Official Use Only		
			LOA attached?	Commissioning Certificate attached?	Certificate of Satisfactory Completion attached?
1.			Yes/ No	Yes/ No	Yes/ No
2.			Yes/ No	Yes/ No	Yes/ No
3.			Yes/ No	Yes/ No	Yes/ No
4.			Yes/ No	Yes/ No	Yes/ No
5.			Yes/ No	Yes/ No	Yes/ No

Appendix 4: Format of Disclosure of PV Technology

PV MODULE		
Type	:	Select One: <input type="checkbox"/> Poly-crystalline Silicon <input type="checkbox"/> Mono-crystalline Silicon <input type="checkbox"/> Other variant of the above. Please specify.....
Manufacturer	:	
Model Number	:	
Module Capacity	: W
No. of Cells per Module	:	
No. of Modules	:	
PV INVERTER		
Type	:	Select One: <input type="checkbox"/> Central Inverter <input type="checkbox"/> String Inverter
Configuration	:	Select One: <input type="checkbox"/> Independent Operation <input type="checkbox"/> Master-Slave Operation <input type="checkbox"/> Other, Please specify.....
Manufacturer	:	
Model Number	:	
Inverter Capacity	: kW
Number of Inverters	:	
MODULE TRACKING		

Type	:	Select One: <ul style="list-style-type: none"><input type="checkbox"/> Fixed<input type="checkbox"/> 1-Axis Manual Seasonal<input type="checkbox"/> 1-Axis, Fixed Tilt, Automatic, Daily Tracking<input type="checkbox"/> 1-Axis, Azimuth, Automatic, Daily Tracking<input type="checkbox"/> 2-Axis, Automatic, Tracking<input type="checkbox"/> Other, Please specify.....
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Appendix 5: Format for Project Execution Plan

I. Division of Scope of Work

Discipline/ Equipment	Basic Engineering	Design/ Detailed Engineering	Procurement	Supply	Project Management	Construction/ Fabrication/ Installation	Commissioning

NOTES: 1. Bidder shall clearly indicate the agency which will carry out each activity and the location of activity.

2. In case any activity is proposed with back-up consultant, Bidder shall clearly indicate role of back-up consultant

3. Bidder to identify major equipment / items and discipline

II. DETAILED PROJECT SCHEDULE

Sr.	Activity	Start Date	End Date
1.	Issue of LoI		
2.			
3.			

NOTES:

1. The Bidder shall ensure that the entire work is completed within Nine months from issue of LOA.

2. All Start Dates and End Dates to be indicated with respect to the Zero Date, e.g. +3 Days.

3. The Bidder may use as many lines as required to satisfactorily provide the detailed project schedule.

SIGNATURE OF BIDDER

NAME

DESIGNATION

SEAL DATE

Appendix 6: Bid Evaluation Criteria (BEC)

The Evaluated Bid Value (EBV) shall be calculated using the following parameters:

Parameters Quoted by the Bidder:

- i. Quoted EPC Contract Price,
- ii. Quoted Annual Net Electrical Energy Generation Guarantee (NEEGG) at the metering point of the Plant for each year during the O&M period (of 10 years),
- iii. Quoted O&M Contract Price for each year during the O&M period (of 10 years),

Parameters assumed constant for evaluation of each Bidder:

- iv. Discount Factor of 10.69% annually.

The Evaluated Bid Value (EBV) shall be calculated using the abovementioned parameters as follows:

- | | | |
|---------------|--------|---|
| Step 1 | | : Quoted EPC Contract Price at the zero th (0 th) year |
| Step 2 | | : Net Present Value (NPV) of 10 years of O&M Cost quoted by the Bidder |
| Step 3 | ADD | : Summation of EPC Contract Price and NPV of O&M for 10 years |
| Step 4 | | : Summation of quoted NEEGG for 10 years |
| Step 5 | DIVIDE | (Sum of EPC Contract Price and NPV of each year O&M Contract Price for 10 years and Fixed Land Cost) by (Summation of quoted NEEGG for 10 years) i.e. (Step3/Step4) |

Bid for Design, Engineering, Supply & Procurement, construction, operation and maintenance of grid connected Solar PV Plant of 2.5 MW at Gandhinagar TPS & 2 MW at Sikka TPS in the State of Gujarat.

The Evaluated Bid Value (EBV) shall be the Net Present Value (NPV) as calculated above.

Evaluated Bid Value (EBV) =

$$\frac{[(\text{EPC Contract Price}) + (\text{NPV of each year O\&M Contract Price of 10 years at the rate of 10.69\%})]}{\sum \text{NEEGG of 10 years}}$$

The Bidder with the lowest EBV in Rs./ kwh shall be the Successful Bidder.

EXAMPLE:

The following example will further clarify the methodology of comparison:

Note: Figures quoted by Bidder are in **Box**.

For 150 MW

Figures Quoted by Bidder 1				Derived/ Evaluated Figures	
EPC Price	:	Rs.	465		Creore
Year			NEEGG		O&M Cost
			(in kWh)		(Rs.)
0			NA		NA
1			285,000,000		23,250,000
2			282,150,000		24,412,500
3			279,328,500		25,633,125
4			276,535,215		26,914,781
5			273,769,863		28,260,520
6			271,032,164	29,673,546	
7			268,321,843	31,157,224	
8			265,638,624	32,715,085	