

Bid for Design, Engineering, Supply & Procurement, construction, operation and maintenance of 35 MW (AC) Solar PV grid connected power plant along with Min. 57 MWh BESS at KLTPS Panandhro in the State of Gujarat.



## RFP Document

**No. GSECL/ PP/RE&BD/ 35 MW (AC) Solar PV along with Min. 57 MWh BESS/**

**03.09.2021**

**Issued by**

**Gujarat State Electricity Corporation Limited  
(GSECL)**

**PLANNING & PROJECT DEPARTMENT, VIDYUT BHAVAN, RACE COURSE, VADODARA  
390 007**

**Ph. No: 0265 – 6612131 / 6612132/6612139**

**FAX No: 0265 – 2341588**

**BID FOR DESIGN, ENGINEERING, SUPPLY, PROCUREMENT, INSTALLATION, ERECTION, CONSTRUCTION, COMMISSIONING & OPERATION AND MAINTENANCE OF 35 MW (AC) SOLAR PV GRID CONNECTED POWER PLANT ALONG WITH MIN. 57 MWH BATTERY ENERGY STORAGE SYSTEM HAVING 12 YEARS O&M AT GSECL KLTPS PANDHRO SITE, KUTCH DISTRICT IN THE STATE OF GUJARAT**



**Gujarat State Electricity Corporation Limited (GSECL)**

**(Regd. Office: Vidyut Bhavan, Race Course, Vadodara-390007, Gujarat)**

**Website: - [www.gsecl.in](http://www.gsecl.in)**

**GSECL/ PP/ RE&BD/ 35 MW (AC) Solar PV  
Project along with Min. 57 MWH) BESS/**

**(Sign and Seal of Bidder)**

Bid for Design, Engineering, Supply, Procurement, Installation, Erection, Construction, Commissioning & operation and maintenance of 35 MW (AC) solar PV grid connected power plant along with min. 57 MWH battery energy storage system having 12 years O&M at GSECL KLTPS Pandhro site, KUTCH district in the state of GUJARAT



**BID FOR Design, Engineering, Supply, Procurement, Installation, Erection, Construction, Commissioning & operation and maintenance of 35 MW (AC) solar PV grid connected power plant along with min. 57 MWH battery energy storage system having 12 years O&M at GSECL KLTPS Pandhro site, KUTCH district in the state of GUJARAT**

**ISSUED BY:**

**CHIEF ENGINEER (PLANNING AND PROJECT)  
CORPORATE OFFICE  
GUJARAT STATE ELECTRICITY CORPORATION LIMITED (GSECL)**

**ON**

**03.09.2021**

Bid for Design, Engineering, Supply, Procurement, Installation, Erection, Construction, Commissioning & operation and maintenance of 35 MW (AC) solar PV grid connected power plant along with min. 57 MWH battery energy storage system having 12 years O&M at GSECL KLTPS Pandhro site, KUTCH district in the state of GUJARAT



Bid for Design, Engineering, Supply, Procurement, Installation, Erection, Construction, Commissioning & operation and maintenance of 35 MW (AC) solar PV grid connected power plant along with min. 57 MWH battery energy storage system having 12 years O&M at GSECL KLTPS Pandhro site, KUTCH district in the state of GUJARAT



**(A) SECTION-1: NOTICE INVITING TENDER (NIT)**



**GUJARAT STATE ELECTRICITY CORPORATION LIMITED**

**Vidyut Bhavan, Race Course, Vadodara, Gujarat, India – 390007**

**E-mail: cepnp.gsecl@gebmail.com; acepnp.gsecl.@gebmail.com ; sere.gsecl@gebmail.com**

**Phone: 91-265-6612131 Website: www.gsecl.in**

**SECTION-1**

**NOTICE INVITING TENDER (NIT)**

**“BID FOR Design, Engineering, Supply, Procurement, Installation, Erection, Construction, Commissioning & operation and maintenance of 35 MW (AC) solar PV grid connected power plant along with min. 57 MWH battery energy storage system having 12 years O&M at GSECL KLTPS Pandhro site, KUTCH district in the state of GUJARAT.”**

Gujarat State Corporation Limited (GESCL) invites interested parties to participate in this Request for Proposal (this **“RFP or the “Tender Documents” or the “Tender”**) for bidding and selection process for the appointment of Contractor for Design, Engineering, Supply, Procurement, Installation, Erection, Construction, Commissioning & operation and maintenance of 35 MW (AC) solar PV grid connected power plant along with min. 57 MWH battery energy storage system having 12 years O&M at GSECL KLTPS Pandhro site, KUTCH district in the state of GUJARAT.

Tender Documents may be downloaded from Web site <http://gsecl.nprocure.com> (For view, download and on-line submission) and GUVNL / GSECL websites [www.guvnl.com](http://www.guvnl.com) / [www.gsecl.in](http://www.gsecl.in) (For view & download only.) Tender fee & EMD shall be paid along with submission of Tender Documents. All the relevant documents of Tender shall be submitted physically by **Registered Post A.D. or Speed Post** addressed to: **The Chief Engineer (P&P), Gujarat State Electricity Corporation Ltd, Corporate Office, Planning & Project Department, Vidyut Bhavan, Race Course, VADODARA- 390007, Gujarat** super scribing the envelope with Tender No. and Description. **“NO COURIER SERVICE”** shall be considered for submission of Tender.

Bid for Design, Engineering, Supply, Procurement, Installation, Erection, Construction, Commissioning & operation and maintenance of 35 MW (AC) solar PV grid connected power plant along with min. 57 MWH battery energy storage system having 12 years O&M at GSECL KLTPS Pandhro site, KUTCH district in the state of GUJARAT



**TABLE A: IMPORTANT DATES**

Sr.	Event	Date (and Time)
i.	Date of upload of original tender (Document No. GSECL/ PP/ RE&BD/ 35 MW (AC) Solar PV along with Min. 57 MWh BESS	: 03.09.2021
ii.	Last date and time for receipt of questions/ queries/ clarifications	: 18.09.2021  Note: after due date no any queries will be consider in pre-bid meeting.
iii.	Pre-bid Meeting	: 23.09.2021, 11:00 Hrs  Through Video Conference , Bidders are requested to register themselves for Online Pre-bid conference on or before 22.09.2021. Please submit following details for registration.  Contact Person Mob No Company name Email ID Above details to be submitted on following mail IDs <a href="mailto:cepn.gsecl@gebmail.com">cepn.gsecl@gebmail.com</a> , <a href="mailto:sere.gsecl@gebmail.com">sere.gsecl@gebmail.com</a> , <a href="mailto:eesolar2.gsecl@gebmail.com">eesolar2.gsecl@gebmail.com</a> <a href="mailto:dere3.gsecl@gebmail.com">dere3.gsecl@gebmail.com</a>
iv.	Online (e-tendering) Tender/Offer submission last date  {This is mandatory}	: 29.09.2021 1600 Hrs
v.	Physical receipt of Bid with all the relevant documents last date (By RPAD or Speed Post)  {This is mandatory}	: 05.10.2021 1600 Hrs
vi.	Bid Validity	: One Hundred and Eighty (180) days from the date of opening of the Technical Bid of this Tender



vii.	Date of opening of Tender Fee, EMD Cover, Vendor Registration and Technical Bid Physical as well as Online opening	:	06.10.2021 onwards
viii.	a) Opening of Financial Bid b) Reverse Auction starts from	:	Will be intimated separately to technically qualified bidders.
ix.	Target date for Commissioning of Project	:	Please refer clause no 6.9
x.	Tentative Date for completion of Operational Acceptance Test	:	1 Month from the date of commissioning as per clause no (ix) above
xi.	Performance Guarantee (PG) Test Period	:	<p>Performance Guarantee (PG) Test Period shall start as under:</p> <p>A) If the Contractor successfully completes Operational Acceptance Test (OAT) in first attempt then PG Test Period and O&amp;M Period will start from the date when the OAT was started.</p> <p>(OR)</p> <p>B) In case the Contractor fails the OAT in the first attempt, the Contractor shall be allowed maximum 60 days for corrective actions and further next OAT shall start on completion of 60 days period or earlier as desired by the Contractor. The PG Test and the O&amp;M period shall start from the date when of second OAT period is started. In case the Contractor fails in the second attempt as well, a penalty will be imposed at INR 4 lacs x AC capacity of project. In this case, irrespective of the result (whether pass or fail) of the OAT, the PG Test and O&amp;M Period shall start at the beginning of the second OAT.</p> <p>(OR)</p> <p>C) However, in case of failure of the second OAT, if the Contractor needs more time to further take corrective action at its own discretion, then the</p>



		same may be allowed by GSECL without imposing any further penalty on the Contractor towards such subsequent OATs. However, if the Contractor is successful in third attempt then the penalty deducted at the time of unsuccessful 2nd attempt of OAT shall be returned but if the Contractor fails in third attempt of OAT then penalty charged at the time of second unsuccessful attempt of OAT shall not be returned to the Contractor. In such cases the PG Test and O&M Period shall start upon the completion of the on-going OAT, if any, upon the written intimation of the Contractor to GSECL. If OAT is passed successfully, the deducted LD shall be released.
xii.	Operation and Maintenance (O&M) Period	: Upon start of PG Test Period as per Clause No. xi above for a period of <b>twelve (12) years.</b>
xiii.	EMD Validity	: One Hundred Eighty (180) days from the date of opening of the Technical Bid of this Tender
xiv.	Bank Guarantee Against PV Module Waranty (if applicable) as per Clause no. 6.40.10.	90 days beyond the <b>25 Years</b> from the date of Commissioning of the entire Project.
xv.	Bank Guarantee for shortfall at the time of PG test (if applicable)	<b>11 Years from</b> the competition of PG Test.
xvi.	Site visit of the location	<b>Date :</b> 16.09.2021  Bidders are requested to register with Name, Mobile no & company name detail on following mail IDs for site visit : sere.gsecl@gmail.com eesolar2.gsecl@gmail.com dere3.gsecl@gmail.com

Bid for Design, Engineering, Supply, Procurement, Installation, Erection, Construction, Commissioning & operation and maintenance of 35 MW (AC) solar PV grid connected power plant along with min. 57 MWH battery energy storage system having 12 years O&M at GSECL KLTPS Pandhro site, KUTCH district in the state of GUJARAT



*Note: The abovementioned dates are subject to amendment, in which case the amendments shall be publically intimated.*

Bid for Design, Engineering, Supply, Procurement, Installation, Erection, Construction, Commissioning & operation and maintenance of 35 MW (AC) solar PV grid connected power plant along with min. 57 MWH battery energy storage system having 12 years O&M at GSECL KLTPS Pandhro site, KUTCH district in the state of GUJARAT



**TABLE B: IMPORTANT AMOUNTS**

Sr.	Head	Amount (and Validity)
i.	<b>Tender Fees (non-refundable)</b>	<b>Rs.29500/- (Rupees Twenty Nine Thousand Five hundred Only )</b>
ii.	<b>Estimated Cost of Tender</b>	<b>Rs 256 Cr/-</b>
iii.	<b>Earnest Money Deposit (EMD) in the form of Bank Guarantee (Refundable/adjustable)</b>	<b>Rs 2.5 Cr/-</b>



**IMPORTANT NOTE TO BIDDERS:**

**Timely submission of offer to GSECL:** In addition to bid submitted online, all the relevant documents as per requirement of the Tender shall also be submitted physically along with the proof of Tender Fee and EMD in sealed cover so that the same is received in this office on or before the due date and time. All such documents should be strictly submitted by **RPAD / speed post** only. Otherwise the offer will not be considered and no any further communication in the matter will be entertained. **Please note that Price Bid is not to be submitted in physical form**. Single stage two envelope bidding.

No Tender shall be accepted in any case after due date and time of receipt of the Tender, irrespective of delay due to postal services or any other reasons and GSECL does not assume any responsibility for late receipt of the Tender.

1. All interested parties are requested to understand this Tender in detail in order to comply with GSECL's requirements including but not limited to the fees and deadlines, selection criteria, selection methodology, scope of work, and minimum technical standards. They shall strictly abide by ALL terms prescribed in this Tender and provide accurate information to the best of their knowledge without misleading the Company to be considered for participation in this Project.
2. It is **mandatory** for all the Bidders to submit their Financial Bid ONLINE only via e-tendering portal.
3. **Technical Bid (Techno-commercial Bid)** to be submitted both in physical as well as soft copy (online). It is **mandatory** for all the bidders to submit their Technical Bid (Techno-commercial Bid) documents in both forms i.e. online (e-tendering) as well as in hard copy in scheduled time. Technical bid in any one form i.e. either in soft copy (online) or in hard copy (physical form), shall not be considered. Technical Bid (Techno-commercial Bid) in **TWO (2) copies (1 Original+ 1 Copies)** shall be sent in Sealed Envelopes containing copies of Technical bid (Techno-commercial bid).
4. Technical Bid (Techno-commercial Bid) envelope shall be super scribed as: **"GSECL/ PP/ RE&BD/ 35 MW (AC) Solar PV along with Min. 57 MWh BESS/ ; Technical Bid for Design, Engineering, Supply, Procurement, Installation, Erection,**



**Construction, Commissioning & operation and maintenance of 35 MW (AC) solar PV grid connected power plant along with min. 57 MWH battery energy storage system having 12 years O&M at GSECL KLTPS Pandhro site, KUTCH district in the state of GUJARAT”.**

5. All the envelopes shall be addressed to: The Chief Engineer (P&P), Gujarat State Electricity Corporation Limited (GSECL), Corporate Office, Vidyut Bhavan, Race Course, Vadodara – 390 007, Gujarat. Complete postal address of the Bidder shall appear on all the envelopes so that it is possible to find out whose Bid it is without opening the envelope.
6. Tender Fee and EMD shall be submitted in two separate envelopes.
7. Tender fee (non-refundable) will be accepted by DD drawn in favour of the Gujarat State Electricity Corporation Ltd. payable at Vadodara. Tenders submitted without Tender Fee shall not be accepted. The envelope for Tender Fee should be super scribed as “Tender Fee”. Cheques are not acceptable.
8. Bidder(s) have to pay total EMD of as per Clause No. iii of Table B (Important Amounts) above. EMD shall be in the form of Bank Guarantee/DD in favour of “Gujarat State Electricity Corporation Limited” payable at Vadodara. The envelope for EMD should be super scribed as “EMD”. Cheques are not acceptable.
9. It is mandatory for all Bidders to submit their Price Bid (Appendix 15) only through on-line (e-tendering) mode. Price Bids submitted in physical form shall not be considered for its opening and only on-line submitted price bid will be considered for evaluation. Bidders to note that Price Bid (Appendix 15) of only those Bidders shall be opened (On-line e-tendering) who are found technically qualified and are found reasonably responsive to GSECL’s Tender terms and conditions and Scope of Work.
10. Any technical/commercial query pertaining to this Tender should be referred to:

**THE CHIEF ENGINEER (P&P)**

Gujarat State Electricity Corporation Limited (GSECL)

Corporate Office, Vidyut Bhavan

Race Course, Vadodara – 390 007, Gujarat.

Contact No.: 0265-6612131; Email: cepnp.gsecl@gebmail.com

Bid for Design, Engineering, Supply, Procurement, Installation, Erection, Construction, Commissioning & operation and maintenance of 35 MW (AC) solar PV grid connected power plant along with min. 57 MWH battery energy storage system having 12 years O&M at GSECL KLTPS Pandhro site, KUTCH district in the state of GUJARAT



11. For submitting their Bids, Bidders need to have the Digital Signature Certificates from either of the following agencies. **(DSC as per Category- III).**

Sr. No.	Name of Certifying Agencies	Web Site Address.
1	Safe script	<a href="http://www.safescript.com">www.safescript.com</a>
2	TCS	<a href="http://www.tcs-ca.tcs.co.in">www.tcs-ca.tcs.co.in</a>
3	MTNL	<a href="http://www.mtnltrustline.com">www.mtnltrustline.com</a>
4	nCode Solutions	<a href="http://www.nprocure.com">www.nprocure.com</a>

**In case of any further information regarding online bidding or if a Bidder needs any assistance in accessing/ submission of online bid/ clarification or if training is required for participating in online e-reverse bidding, then the Bidder can contact the following office for assistance or training:**

(n) Procure Cell, (n)code solutions-A division of GNFC Ltd.,  
403, GNFC Info tower, S.G. Road,  
Bodakdev Ahmedabad – 380054 (Gujarat)  
Toll Free: 1-800-419-4632 / 1-800-233-1010,  
Phone No. 079-26857315 / 316 / 317,  
Fax: 079-26857321 / 40007533, Email: [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net)

12. **Tender Documents (PDF Format) can be downloaded from Web site <http://gsecl.nprocure.com> , [www.guvnl.com](http://www.guvnl.com) or [www.gsecl.in](http://www.gsecl.in) .**
13. GSECL reserve the rights to accept/reject any or all Tenders without assigning any reasons thereof. Bidders are requested to be in touch with above-mentioned websites till opening of the Price Bid to know the latest status.

Yours faithfully,

For and behalf of Gujarat State Electricity Corporation Ltd.

(D. M. Jethva)  
Chief Engineer (P&P)  
GSECL, CO, Vadodara

--- End of Section ---

Bid for Design, Engineering, Supply, Procurement, Installation, Erection, Construction, Commissioning & operation and maintenance of 35 MW (AC) solar PV grid connected power plant along with min. 57 MWH battery energy storage system having 12 years O&M at GSECL KLTPS Pandhro site, KUTCH district in the state of GUJARAT



**(B) Document Checklist**

[Note: Document Checklist shall be attached with Appendix 1 of the Technical Bid]

Sr.	Document	Attached? (Yes/ No)	For Official Use
1.	Complete sets of Bids (original and copies)		
2.	Signed Tender Documents in Cover-I		
3.	Demand Draft of Tender Fees		
4.	Enclosures of the Bid including the Covering Letter as per the format prescribed in Appendix 1: Format for Covering Letter Cover-II.		
5.	Details of Bidder as specified in Annexure 2		
6.	EMD in the form of Demand Draft or/and Bank Guarantee as per format prescribed in Appendix 18 (a): Format of Bank Guarantee for EMD.		
7.	Attested copy of GST Registration Certificate of Bidder.		
8.	Attested copy of Provident Fund Code of Bidder.		
9.	Attested copy of PAN Card for Bidder.		
10.	Certificate of Commencement of Business issued by the Registrar of Companies for Bidder.		



11.	Power of Attorney by the Bidder in favour of Bidder as per format prescribed in Appendix		
12.	Document as per Clause No. 3.2		
13.	Details of qualified technical staff as per the format in Appendix– 8		
14.	Project Plan as mentioned in Appendix5: Format for Project Execution Plan.		
15.	Bill of Quantities with Specifications / Make etc. as per Tender/RFP		
16.	Copy of this RFP with sign and official seal on every page.		
17.	A comprehensive project management schedule in the form of Gantt Chart for execution plan		
18.	Visit the site location		



### **(C) Disclaimer**

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

Bid for Design, Engineering, Supply, Procurement, Installation, Erection, Construction, Commissioning & operation and maintenance of 35 MW (AC) solar PV grid connected power plant along with min. 57 MWH battery energy storage system having 12 years O&M at GSECL KLTPS Pandhro site, KUTCH district in the state of GUJARAT



- information contained therein or deemed to form part of this RFP or arising in any way with prequalification of Bidders for participation in the Bidding process.
- F. GSECL also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. GSECL may, in their respective absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
- G. The issuance of this RFP does not imply that GSECL is bound to select and short-list prequalified Bids for Bid Stage (the “Bid Stage”) or to appoint the selected Bidder, as the case may be, for the Project[s] and GSECL reserves the right to reject all or any of the Bid or Bids without assigning any reasons whatsoever.
- H. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the GSECL or any other costs incurred in connection with or relating to its Bid proposal. All such costs and expenses will remain with the Bidder and the GSECL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid proposal regardless of the conduct or outcome of the Bidding process.



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## 1 Definition& Interpretation

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### 1.1 Definitions

The following words and expressions shall have the meanings hereby assigned to them:

1.1.1 **“Actual Energy Delivered”** means the net energy in kilo-watt hour (kWh) from integrated solar PV project along with Battery Energy Storage System as measured at the Metering Point.

1.1.2 **“Adjudicator”** means the person, who shall be a/an engineer or a firm of engineers who is appointed by the Company to act as the adjudicator to make a decision on or to settle any dispute or difference between the Company and the Contractor referred to it or her by the parties pursuant to RFP (Adjudicator) hereof.

1.1.3 **“Applicable Law”** means any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law in the Republic of India and the State Government, by any Government Authority or instrumentality thereof, whether in effect as of the date of this Contract or thereafter.

1.1.4 **“Guaranteed/Confirmed NEEGG”** for a year is calculated by using the Net Electrical Energy Generation Guarantee (NEEGG) confirmed in the Bid submission by the Contractor

1.1.5 **“Bid”** shall mean the bid submitted by the Bidder in response to the RFP/Tender Document No. **“GSECL/ PP/ RE&BD/ 35 MW Solar PV and 57 MWH BESS”** issued by the Company.

1.1.6 **“Bidder”** shall mean Bidding Company or a Bidding Individual submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Individual including its successors, executors and permitted assigns severally, as the context may require;

1.1.7 **“Commissioning”** means the satisfactory, continuous and uninterrupted operation of the equipment/system as specified after all necessary statutory approvals, initial tests, checks and adjustments for a period of at least 3 days to the satisfaction of the Company and necessary certificates are issued by the all concerned/ nodal agencies appointed by appropriate authority/Government.

1.1.8 **“Completion”** means that the Facilities (or a specific part thereof where specific parts

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are specified in the Scope of Work) have been completed operationally and structurally and put in a tight and clean condition and that all work in respect of Commissioning of the Facilities or such specific part thereof has been completed as per the Scope of Work.

1.1.9 **“Company”** means Gujarat State Electricity Corporation Limited includes the legal successors or permitted assigns of the Company.

1.1.10 **“Contract” or “Contract Agreement”** means the Contract signed between the Company and the Contractor to execute the entire Scope of Work as given in Appendix 19: Contract Agreement.

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.

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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 35 MW (AC) Solar PV grid connected power plant along with Min. 57 MWh BESS 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

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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/ 35 MW Solar PV and 57 MWH BESS.

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 **integrated** solar photovoltaic grid interactive power system(s) **along with battery energy storage system** 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.

1.1.39 **“BESS”** means Battery Energy Storage System and its associated equipments.

1.1.40 **“KLTPS”** means Kutch Lignite Thermal Power Station, Kutch-Gujarat.

## 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.
- 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.

**1.2.10 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.

**1.2.11 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.



## 2 Introduction

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### 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.

### 2.2 About the Project

2.2.1 The Gujarat State Electricity Corporation Limited (GSECL) based at Vadodara proposes

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to implement a 35 MW (AC) solar project of crystalline silicon solar photovoltaic grid interactive power station along with 57 MWH BESS to harness green energy. It is under Government of India (GoI) initiative to promote renewable energy. GSECL proposes to establish 35 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 twelve (12) year of the Power Plant is hereinafter referred to as the (the “Project”) at GSECL KLTPS, Panandhro site 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 In the Peak power requirement by grid during the 24 hours cycle, power generated during the early and mid-day periods shall be stored in the BESS and shall be evacuated the evening peak load hours requirement as per GUVNL in that particular day.

2.2.3 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---