



Instruction to Bidders

2.3 General Instructions

2.3.1 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.

2.3.2 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.

2.3.3 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.

2.3.4 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.

2.3.5 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.

2.3.6 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.

2.3.7 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.

2.3.8 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.

2.3.9 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 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 sent without having the prescribed RFP document and without complying with the terms and conditions of RFP shall be ignored.

2.3.10 Issuance of this RFP does not construe that the Bidder has been short-listed or qualified.

2.3.11 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).

2.3.12 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.

2.3.13 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.

2.3.14 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.

2.3.15 The entire Site for the work shall be made available along with NTP.

2.3.16 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.

2.3.17 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.

2.3.18 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.

2.4 Pre-Qualifying Requirements (PQRs)/ Eligibility Conditions

2.4.1 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.

2.4.2 TECHNICAL

- i. The Bidder should have designed, supplied, and erected/, supervised and commissioned of Solar Photo Voltaic (SPV) based grid connected solar power plant(s) of cumulative installed capacity of 100 MW (AC) (Minimum Capacity should be considered 1 MW



(AC) Ground Mounted Solar PV Project or above to meet the cumulative capacity) in India on or after 1st April 2014 as on the Deadline for Submission of Bid, out of which

AND

a-1) at least one plant should have been of 30 MW (AC) or higher capacity.

OR

a-2) at least two plant should have been of 20 MW (AC) each or higher capacity.

OR

a-3) at least three plant should have been of 15 MW (AC) each or higher capacity.

AND

b-1) The Bidder must have experience of having successfully completed Design, Engineering, Procurement, Testing and Commissioning of Grid Connected Battery Energy Storage System (BESS) of at least 03 (Three) Grid Connected BESS Plants, each having an individual capacity of 5 MW / MWh or above in India or out of India.

OR

b-2) The bidder shall have an associate/JV for BESS who meets the criteria as in clause 3.2.2 (i) (b) above.

c) The reference plant of minimum capacity as mentioned above (a), (b-1) and (b-2) must have been in successful operation for at least 12 months for grid connected solar projects and 06 months for the BESS projects prior to the date of techno-commercial bid opening. Bidder shall submit the documentary evidence and proofs like certificate of successful completion and operation of such reference plant from the owner along with the Techno-Commercial bid. The reference plants/projects those are not grid connected or Behind the Meter applications shall not be eligible for this application.

d) The reference grid connected SPV based solar power plant and BESS in above (a), (b-1) and (b-2), may be either at same or different location.

- ii. The bidder, seeking qualification through 3.2.2 (i) (b-2) above, shall submit a notarized letter of Undertaking {for 3.2.2 (i) (b-2)} from the associate/JV partner for the BESS. The undertaking should be submitted along with the Techno-Commercial bid, failing which the Bidder shall be disqualified and its bid shall be rejected.



- iii. The bidder should be an company registered in India under the Companies Act, 1956 or 2013 including any amendment thereto and should be Group company/Holding Company /Subsidiary company /JV (associate partner) meeting the requirements' of Clause 3.2.2 (i) and (ii) above.

In such a case, Bidder shall furnish an Notarized Undertaking of association/JV as per clause no. 3.2.2 (i) (b-2) stating jointly execution by the firm qualified as per clause no. 3.2.2 (i) and (ii) and the same notarized undertaking of association shall submit along with its bid, failing which the Bidder's bid is liable to be rejected.

- iv. Bids of JV/associate partners shall only be considered if following conditions are met.
- a) JV/associate partners formed should be firmed prior to bid submission.
 - b) JV/associate partners formed for more than two partners shall not be considered.
 - c) Bidder participating as JV/association has to indicate details of all JV/associate partner in "details of Bidder" as per appendix 2 of tender.
 - d) Bidder participating as JV/associate, has to submit role/scope of all individual partner in JV/associate, along with the bid.
 - e) The all bid submission documents shall be signed by all JV/associate partners so as to be legally binding on all JV/associate partners.
 - f) One of the partners shall be designated as leader, this authorisation shall be evidenced by submitting with the bid a power of attorney in favour of the leader signed by legally authorised signatory (ies) of other joint venture/associate partner.
 - g) The leader shall be authorised to receive instructions for and on behalf of any and all partners of the Joint Venture/association and the entire execution of the contract, including payment, shall be done exclusively with the leader.
 - h) All partners of the Joint Venture/association shall be liable jointly and severally for the execution of the Contract in accordance with the contract terms.
 - i) All partners of the Joint Ventures/association shall meet the financial criteria (s) mentioned in clause no. 3.2.3, the same documents shall be submitted along with techno-commercial bid, failing to submission of said documents in this clause, bidder is liable to reject.



- j) A firm/associate can be a partner in JV/associate in only one joint venture/association; bids submitted by joint ventures including the same firm/associates as partner will be rejected.
- k) LoI, PO and Contract agreement shall be carried out with JV/associate Company. JV/associate Company shall furnish confirmation along with the bid.
- l) Discontinuance of JV/association during tenure of Work, Supply & O&M contract is not permitted. Bidder shall have to submit undertaking.
- v. The Bidder shall provide satisfactory evidence that he and/or, where applicable, his JV/associate partner:
 - a) is a manufacturer, who regularly manufactures equipment of the type specified and/or undertakes the type of work specified and has adequate technical knowledge and relevant experience for the works covered in the bidding documents.
 - b) does not anticipate a change in ownership during the proposed period of execution of work (if such a change is anticipated, the scope and effect thereof shall be defined)
 - c) has adequate financial stability and status to meet the financial obligations pursuant to the works covered in the bidding documents
 - d) has adequate design, plant and manufacturing and/or fabrication capability and capacity available to perform the work properly and expeditiously within the time period specified. The evidence shall specifically cover, with written details, the installed manufacturing and/or fabrication capacities and present commitments (excluding those anticipated under this Bidding Documents). If the present commitments are such that the installed capacity results in an inadequacy of manufacturing and/or fabrication capacities to meet the requirements appropriate to the works cover in his bid, then the details of alternative arrangements to be organised by the Bidder and/or his collaborator/associate for this purpose and which shall meet the Company's approval, shall also be furnished.
 - e) has an established project management organisation covering the areas related to engineering of equipment/systems, interface engineering, procurement of



equipment and the necessary field services required for successful construction, testing and commissioning of all the power plant equipments and systems covered in the scope of work for this package and as required by the Bidding Documents.

f) has established quality assurance systems and organisation designed to achieve high levels of equipment/system reliability, both during his manufacturing and/or fabrication and field installation activities.

g) a company formed by the merger of two or more companies or divisions of such companies engaged in supply and installation of equipment/system/ services covered under the scope of work in the bidding documents can also participate provided the constituent companies or divisions before merger individually or jointly meet the stipulated qualification requirements fully.

vi. Notwithstanding anything stated above, the Company/Owner reserves the right to undertake a physical assessment of the capacity and capabilities including financial capacity and capability of the Bidder / his Collaborator(s) / Associate(s) / Subsidiary(ies) / Group Company(ies) to perform the Contract, should the circumstances warrant such assessment in the overall interest of the Company/Owner.

vii. The physical assessment shall include but not be limited to the assessment of the office / facilities / banker's / reference works by the Company/Owner. A negative determination of such assessment of capacity and capabilities may result in the rejection of the Bid. The above right to undertake the physical assessment shall be applicable for the qualifying requirements stipulated in this tender document.

viii. Bidder shall submit, in support to the above, the award for the reference work, specified at clause no. 3.2.2, should be received by the Bidder directly from the owner of the plant and not from any other intermediary organization. Bidder shall submit PO copy/ Copy of Contract agreement, certificate of successful completion and operation of such reference plant from the owner along with the Techno-Commercial bid.

ix. Work executed by Bidder's holding company / wholly owned subsidiary/group company shall also be considered as Bidder's experience for meeting the pre-qualification criteria.



- x. 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.

2.4.3 FINANCIAL

- i. Cumulative Turnover of the Bidder for last three (3) financial years shall be at least INR 230 Cr.
- ii. The Net Worth of the Bidder during the last Financial Year shall be positive, wherein the Net Worth shall be calculated as follows:

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.

2.4.4 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/ 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 ground mounted/ BESS based 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

2.5 Local Conditions

2.5.1 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.

2.5.2 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.

2.5.3 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.

2.5.4 In no case the date of 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

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Electricity Corporation Limited under the Scheme.

2.5.5 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.

2.5.6 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.

2.5.7 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.

2.6 Local Regulatory Frame Work

2.6.1 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

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Bidder, regarding such local conditions.

2.6.2 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.

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.

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3.8.2 The site/location as mentioned in this tender are subject to availability of GSECL decision. 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. The Successful Bidder shall submit Security Deposit cum Performance Bank Guarantee of 10% of the EPC Contract Price, within seven (7) working days along with the acceptance of LOI, initially valid for a period of **Thirty (30)** months from the date of issue of LoI. However, in case of delay in demonstration of the PG test, the same will have to be extended up to 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 twelve (12) years from the date mentioned in Tender. The Contractor shall submit the O&M Bank Guarantee as **5% of the EPC Contract Price for the first seven (7) years of O&M and subsequently**



2.5% of the EPC Contract Price from the starting of eighth (8th) year of O&M duration for 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.

- 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. 6.41 (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 Twenty Five (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 period. The minimum validity of the Bank guarantee shall be five (5) years and shall be renewed subsequently every five (5) years prior to thirty (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 rectification, repair or replacement shall be encashed from the Bank Guarantee against PV Module Warranty. The same shall be replenished by the Contractor within thirty (30) day, failing which the entire Bank Guarantee 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 Guarantee against PV Module Warranty.
- iv) **Bank Guarantee 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, provide a Bank Guarantee of the amount equal to “**Rs 51.18 x No. of shortfall units**” valid for a period of 11 (eleven) years. In case the Contractor achieves the NEEGG in the 12th year then then Bank Guarantee shall be returned to the Contractor at the end of 12th year of O&M Period. However, if the Contractor



fails to achieve the guaranteed/confirmed NEEGG during the 12th year then Rs. 51.18/ KWh shall be charged for the shortfall that has occurred in the 12th year with a maximum amount limited to the Bank Guarantee value. *For example, during the PG Test, if the Contractor has a shortfall of 100 kWh, then the Contractor shall submit a Bank Guarantee of Rs. 5118/- valid for 4(Four) years.* Further at the end of 5th year, if the short fall is of **100 kWh** then maximum penalty of Rs **5118** shall be cashed from the Bank Guarantee. However, if the shortfall is of 80 kWh then Rs. 2064 (i.e. Rs.51.18 x 80kWh) shall be encashed from the Bank Guarantee and the remaining amount of the Bank Guarantee shall be released to the Contractor. It is further clarified that the year-on-year shortfalls in achieving the NEEGG during the 1st to 12th year of O&M Period shall be charged as per Clause No 6.11.8 of this Tender Document, which shall be over and above the provision of this current Clause.

- iii. 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.
- iv. Any lapse in the timely renewal of the O&M Bank Guarantee shall entitle GSECL to encash it without assigning any further reason thereof.
- v. 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.

3.11.7 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

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



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 by GSECL/PMC/TPI. 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.

3.12.2 Bidder shall provide space for seating at site for the manpower of GSECL/PMC/TPI agency for site deputed staffs at site. If GSECL/PMC/TPI agency depute their staff at bidder's HO for expediting engineering and procurement work, bidder shall also provide the seating arrangement their HO office.

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:

- a. 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 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 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 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 twelve (12) 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

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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. 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 without confirmation of guaranteed NEEGG given in Table 15-C shall be summarily rejected.

3.14.5 The Bidder shall submit the PV Syst report as an information purpose and supporting document along with the Bid documents. Note: During Engineering stage the Bidder shall submit the PV Syst report based on proposed design of the plant for review and approval.



4 Submission of Bid

4.5 General Terms

4.5.1 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)

4.5.2 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.

4.5.3 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.

4.5.4 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.

4.5.5 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.

4.5.6 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.

4.5.7 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.

4.5.8 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.

4.6 Format and Signing of Bid



4.6.1 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.

4.6.2 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.

4.7 Sealing and Marking Of Bid

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

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

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

4.7.3 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

4.7.4 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

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

4.7.6 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.



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

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

4.7.9 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.

4.8 Enclosures of the Bid

4.8.1 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.

4.8.2 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:

- a. The Covering Letter as per the format prescribed in Appendix 1: Format for Covering Letter.
- b. Details of the Bidder as per format prescribed in Appendix 2: Details of Bidder. Attested copy of GST registration certificate of Bidder.
- c. Attested copy of PAN Card for Bidder.
- d. Attested Certificate of Commencement of Business issued by the Registrar of Companies for the Bidder.
- e. Attested copy of Provident Fund Code of Bidder.
- f. Details of similar technical experience of the Bidder as per format prescribed in Appendix 3: Format of Details of Similar Technical Experience.
- g. List of proposed PV technologies as per format prescribed in Annexure 4: Format of Disclosure of PV Technology
- h. Project execution plan as mentioned in Appendix5: Format for Project Execution Plan.
- i. Declaration of Compliance as per format prescribed in Appendix 9.



- j. Declaration of Bidder's relation to Directors of GSECL as per format prescribed in Tender
- k. Details of qualified technical staff as per format prescribed in Appendix 8: Details of qualified technical staff.
- l. No Deviation Certificate as per format prescribed in Appendix 10: No Deviation Certificate.
- m. Format of Summary of audited financial statements as per format prescribed in Appendix 12: Format of Power of Attorney as Authorized Signatory.
- n. (If applicable) Authorization of use of financial capability by Parent as per format prescribed in Appendix 14: Format of Authorization by Parent Company with the necessary financial statements and summary required from the Bidder.
- o. Project Operation & Maintenance (O&M) Schedule with resource planning in the form of Gantt/ Pert Charts
- p. Technical specifications and standard warranty document of PV modules.
- q. Design, specifications and document of Solar Tracking solutions (if proposed by Bidder).
- r. Specifications / Drawings / Designs and datasheets for all electrical work / components as prescribed in Clause No. 5
- s. Technical specifications and warranty document of Inverters
- t. Transformers, associated switchgear and others: Bidder shall furnish in detail its warranties/guarantees for these items.

4.8.3 Cover-III shall be duly marked as “copy of Proof of EMD and Tender Fee” and shall contain the copy of proof of Tender Fee and EMD.

4.8.4 Cover-IV shall be duly marked as “Financial Proposal unpriced duly signed and stamped” and shall contain the Financial Proposal (unpriced duly signed and stamped) as per the format prescribed in Appendix 15: Format of Financial Proposal.

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4.8.5 All Bid documents shall be placed in hard binding and the pages shall be numbered serially. Each page thereof shall be initialled in blue ink by the authorized signatory.

4.8.6 All envelopes in the Bid Documents shall be sealed. The outer envelope shall clearly bear the following identification.

4.8.7 Outer Envelope

4.8.8 “Tender Bid Document’ for 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”.

4.8.9 Cover-I shall bear the following identification:

4.8.10 “Cover-I: Signed RFP Document for 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.”.

4.8.11 Cover -II shall bear the following identification:

4.8.12 “Cover-II: Enclosures of the 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.”.

4.8.13 Cover -III shall bear the following identification:

4.8.14 “Cover-III: EMD and Tender fees of the 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.”.

4.8.15 Cover -IV shall bear the following identification:

4.8.16 “Cover-IV: Financial Proposal (unpriced but duly signed and stamped) for Bid for

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4.8.17 Each of the envelopes shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each envelope.

4.8.18 Each of the envelopes shall be addressed to:

- ATTN:

The Chief Engineer (P&P)

Gujarat State Electricity Corporation Limited (GSECL)

Vidyut Bhavan, Race Course,

Vadodara–390 007, Gujarat

Tel. No.: +91 265 6612131, Fax No.: +91 265 2341588

Email:cepn.gsecl@gmail.com

4.8.19 If the envelopes are not sealed and marked as instructed above, the Company assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

4.8.20 Bids submitted by fax, telex, telegram, courier or e-mail shall not be entertained and shall be rejected.

4.9 Bid Due Date

4.9.1 Bids should be submitted before the Deadline for Submission of Bid as specified in NIT.

4.9.2 GSECL may, in its sole discretion, extend the Bid due date by issuing an Amendment/Addendum in accordance with Clause No. 3.6 uniformly for all Bidders.

4.10 Late Bids

4.10.1 Bids received by the Company after the specified time on the bid due date shall not be eligible for consideration and shall be summarily rejected. In case of the unscheduled holiday being declared on the prescribed closing/opening day of the Bid, the next working day shall be

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treated as the scheduled prescribed day of closing/opening of the Bid.

4.11 Confidentiality

4.11.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Company in relation to or matters arising out of, or concerning the bidding process. The Company will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Company may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Company.

4.12 Correspondence with the Bidder

4.12.1 The Company shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

4.13 Bid Opening and Evaluation

4.13.1 The Company shall open, examine and evaluate the Bids in accordance with the provisions set out in this RFP document.

4.13.2 To facilitate evaluation of Bids, the Company may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

4.13.3 After the receipt of Bids the Company may at its discretion send a team of engineers if necessary to inspect the engineering facilities, to ensure suitability and satisfactory working conditions at the Bidder's works/yards(s) and equipment listed to be used by the Bidder for the work. The Bidder shall ensure that the aforesaid team shall at all the times have access to visit and inspect works, equipment etc

4.13.4 This tender is single Stage Two envelope bidding. Price bid shall be submitted at the time of submission of tender bid. Price Bid is required to be submitted online on N procure portal only.

4.13.5 GSECL will hold separate E Reverse auction for the project.

4.14 Tests of Responsiveness

4.14.1 Prior to evaluation of Bids, the Company shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:



- i. The minimum Performance Guaranteed of the Power Plant for one year is provided by the Bidder.
- ii. it is received in the manner prescribed in this RFP
- iii. it is accompanied by the requisite Tender Fee and EMD;
- iv. it is received with all the Enclosures of the Bid as prescribed in the Clause 4.4
- v. its Enclosures are received as per the formats specified in Appendices as well as the Tender;
- vi. it contains all the information (complete in all respects) as requested in this Tender (in the same formats as specified);
- vii. it complies will all the terms, conditions and provisions specified in this Tender; and
- viii. it does not contain any conditions or deviations

4.14.2 The Company reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Company in respect of such Bid.

4.15 Modification and Withdrawal of Bids

4.15.1 In case any clarifications are sought by the Company after opening of Bids then the replies of the Bidder should be restricted to the clarifications sought. Any Bidder who modifies its Bid (including a modification which has the effect of altering the value of its Financial Proposal) after opening of Bid without specific reference by the Company, shall render the Bid liable to be rejected without notice and without further reference to the Bidder and its EMD shall be forfeited.

4.15.2 No Bid may be withdrawn in the interval between the bid due date and the expiration of the validity period of the Bid. Withdrawal or unsolicited modification of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

4.16 Evaluation of Bid and selection of Bidder

4.16.1 GSECL will examine the Bid to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bid is generally in order.

4.16.2 Prior to the detailed evaluation, GSECL will determine the substantial responsiveness of each Bid. A substantially responsive Bid is one which conforms to all the terms and conditions of the Tender Documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning EMD, Applicable Law and Taxes and Duties will be deemed to be a material deviation. GSECL's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic

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evidence.



4.16.3 If the Bid is not substantially responsive, it will be rejected by GSECL and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

4.16.4 GSECL will evaluate and compare Bids which have been determined to be substantially responsive.

4.16.5 Following factors shall be required for evaluation of Bid:

- a. The Evaluated Net Present Value (NPV) shall be calculated using the following parameters:
 - i. Engineering Procurement Commissioning (EPC) Contract Price;
 - ii. Net Present Value (NPV) of O&M Price of twelve (12) years;
 - iii. Constant parameters as indicated in the Tender if any.

- b. After e-Reverse Auction, the Bid with the Lowest NPV (Project Cost + NPV of O&M Cost) Value shall be considered as L-1 and the Successful Bidder. The Bid with next highest value shall be considered as L-2 and so on for more understanding please refer Appendix 6. An example has also been done for Bidder's comprehension.

4.16.6 In no case, a Bidder shall have the right to claim to be the Successful Bidder for its Bid.

4.16.7 Evaluation of both Techno-Commercial (un-priced) bids and priced bids shall be done separately.

4.16.8 Price Bids of only techno-commercial acceptable bids shall be considered for further evaluation.

4.16.9 Lowest six (6) eligible bidders or 50% out of total eligible Bidders (rounded to the next higher whole number), whichever is higher, shall be invited for participation in e-Reverse Auction.

4.16.10 The terms and conditions and Guideline for e-Reverse Auction shall be as per attached **Annexure (E-Reverse Auction Methodology)**.

4.16.11 Decrement value and duration for the e-Reverse Auction shall be informed to the qualified bidders before start of e-Reverse Auction. The L1 NPV shall be put up for starting e-Reverse Auction. e-Reverse auction shall be for reducing the Evaluated NPV and the bidders have to reduce their evaluated NPV in decrement of value as decided before start of e- Reverse Auction.



4.16.12 The reduction offered by the Bidder during e-Reverse Auction Process on the valuated NPV shall be considered for as an equivalent reduction in Total EPC Contract Price (Supply + Work) only, based on formula of valuated NPV indicated in Appendix-6. Accordingly, final EPC Contract Price will be arrived for all contractual purposes based Quoted O&M cost and NEEGG for 12 years shall remain fixed and no change will be allowed in these parameters (O&M price and NEEGG) during e-Reverse Auction.

4.16.13 After e-Reverse Auction process, L1 bidder for the Group shall be decided on lowest valuated NPV. The L1 bidder after e-Reverse Auction shall have to submit break-up in line with their quoted price bid within three (3) working days.

4.16.14 O&M period will be 12 years after COD with GEDA / GUVNL & completion of all works as per RFP, whichever is later.

4.17 Contacts during Bid Evaluation

4.17.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Company makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Company and/ or their employees/ representatives on matters related to the Bids under consideration.

4.18 Employment of Officials/ Ex-Official of the Company

4.18.1 Bidders are advised not to employ serving the Company. It is also advised not to employ ex-personnel of the Company within the initial two years period after their retirement/ resignation/severance from the service without specific permission of the Company. The Company may decide not to deal with such firms who fail to comply with the above advice.

4.19 Declaration on Bidder's Relation to Directors

4.19.1 The Bidders are required to certify in prescribed format Appendix 9: Declaration of Compliance, whether he/they is/are related to any of the Directors/Senior Personnel of the Company in any of the ways mentioned in the Certificate. It is clarified that any such affirmative certificate shall not, by itself, prejudice consideration of the Bid. This certificate must accompany the Bid.

4.20 Letter of Intent (“LOI”) and Notification to Proceed

4.20.1 After selection of the Successful Bidder, a Letter of Intent (the “LoI”) shall be issued, in duplicate, to the Successful Bidder. The Successful Bidder shall not be entitled to seek any

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deviation from the Contract, as may have been amended by GSECL prior to the bid submission date.

4.20.2 On issue of the LoI by the Company, Authorised representative of the Successful Bidder shall sign the Contract Agreement within 7 (seven) days and submit the Bank Guarantee within the stipulated time.

4.20.3 GSECL will issue Notice to Proceed for project unless it is mentioned in LOI. Time line of the project shall be from Notice to Proceed.

4.21 Performance Guarantee

4.21.1 Please refer clause no 3.11.6(i)

4.21.2 The bank guarantee by the Contractor will be given from bank specified in Appendix 17: List of Banks (for Bank Guarantee) only. BG of any other Bank will not be treated as valid BG.

4.22 Fraudulent Practices

4.22.1 The Bidders may please note that the Company shall not entertain any correspondence or queries on the status of the Bids received against this RFP. Bidders are advised not to depute any of their personnel or agents to visit the Company's office for making such inquiries.

4.22.2 Any effort by a Bidder to influence the Company on the Bid evaluation, Bid comparison or Contract award decision may result in the rejection of the Bidder's Bid.

--- End of Section ---