



GUJARAT STATE ELECTRICITY CORPORATION LIMITED

Tender For “Detailed Feasibility Report (DFR) and Detailed Project Report (DPR) of Solar Park for Ground Mounted Solar Photo Voltaic grid connected Power Plant Project of 500 MW capacity in the state of Gujarat.”

**Selection of Bidder on
Quality cum Cost Based Selection [QCBS]**

**Tender No. GSECL/RE/Solar/DPR/500 MW Solar Park
Tender Date: 11.12.2023**

**LAST DATE FOR ON-LINE BID SUBMISSION:
UP TO 16:00 HOURS ON 26.12.2023**

Issued By:

**Chief Engineer (RE)
RE Department
Gujarat State Electricity Corporation Limited
Corporate office, Vidyut Bhavan,
Race course, Vadodara-390 007, Gujarat, India
Phone: - 0265- 6612332**

**E-mail: cepnp.gsecl@gebmail.com; acere.gsecl@gebmail.com;
sere1.gsecl@gebmail.com; eesolar2.gsecl@gebmail.com**

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SECTION-I

1.0 Invitation For Bids(IFB)(QCBS Bidding)

Gujarat State Electricity Corporation Ltd (GSECL) invites sealed bids from eligible Bidders for “Detailed Feasibility Report (**DFR**) and Detailed Project Report (**DPR**) for Solar Park for Ground Mounted Solar Photo Voltaic grid connected Power Plant of 500 MW capacity in the state of Gujarat.” (QCBS)

Competitive Bidding will be conducted in single stage two-part bid system for providing services for feasibility study and preparation of detailed project report for setting up of 500 MW Solar Park in Gujarat state by GSECL, from reputed Vendors having experience, background, resources, sound technical capabilities, fulfilling the “Qualification Criteria” as stated at SECTION-IV.

The details of location for 500 MW Solar Park will be shared on finalisation of tender with successful bidder only. Tender Documents may be downloaded from Website <https://gsecl.nprocure.com>; (For view, download and on-line submission) and GUVNL/GSECL websites www.guvnl.com / www.gsecl.in (For view & download only). Tender fee (with GST - at present 18%) & EMD shall be paid along with submission of tender documents. All the required documents of tenders shall be submitted online & required hard copy documents shall be submitted by Registered Post or Speed Post and addressed to: The Chief Engineer (P&P), Gujarat State Electricity Corporation Ltd, Planning & Project Department, Vidyut Bhavan, Race Course, Vadodara- 390 007, Gujarat **super scribing the envelope with Tender No & ID. and Description.**

Brief details of NIT are as follows:

Tender No.	GSECL/RE/Solar/DPR/500 MW Solar Park
Tender Fee [Non-Refundable] in the form of DD in favour of Gujarat State Electricity Corporation Ltd, Vadodara.	Rs. 5,000/- + 18% GST [INR 5,000+INR 900= Rs. 5,900/-] INR Eleven Thousand Eight Hundred Only
Earnest Money Deposit (EMD) in the form of DD/BG in favour of Gujarat State Electricity Corporation Ltd, Vadodara.	Rs. 59,160/- [INR Fifty Nine Thousand One Hundred & Sixty Only]
Submission of Pre-bid queries	
Date of Pre-bid Meeting	18.12.2023, 11.30 Hrs through VC/at CO, GSECL, Vadodara Bidder to give participant details by email for pre bid at eesolar2.gsecl@gebmail.com , on or before 16.12.2023 10:00 Hrs
Last date of online submission of Bid	26.12.2023, 16.00 Hrs
Last date of Submission of only Tender Fee & EMD Envelope (By RPAD or Speed Post)	Up to 30.12.2023, 16:00 Hrs. only
Date of opening of technical bid	30.12.2023, 16:30 Hrs.
Date of opening of price bid	Party has to be in touch with website www.nprocure.com and also with e-mail sent by above website

Note: GSECL shall not be responsible for non-receipt / non-delivery of the Bid documents due to any reason whatsoever. No tender shall be accepted in any case after due date and time of receipt of tender irrespective of delay due to Postal services or any other reasons.

1. Any technical/commercial query pertaining to this tender should be addressed to Chief Engineer (RE),
Gujarat State Electricity Corporation Ltd,
Planning & Project Department, Vidyut Bhavan,
Race Course, VADODARA- 390007, Gujarat.

Mail Address: cepnp.gsecl@gebmail.com , acere.gsecl@gebmail.com ,
sere1.gsecl@gebmail.com , eesolar2.gsecl@gebmail.com

2. GSECL reserves right to accept/reject any or all tenders without assigning any reason thereon.

- 1) For submission of “On-Line Tender”, the bidder is required to obtain Digital Signature Certificate (meant for e-tendering) from M/s. (n) Code Solution — A Division of GNFC Ltd. or from any other authorized agencies. The bidder, in whose name the Digital Signature Certificate / Registration is obtained, can only fill-up the “On-Line Tender”, as the same is not transferable.

- 2) The contact details of M/s. (n) Code Solutions are as under:

M/s. (n) Code SolutionsA division of GNFC Ltd. 403, GNFC Infotower, Bodakdev, Ahmedabad: 380 054	Toll free: 1800-419-4632/1800-233-1010Tel: +91 79 26857315/316/317 Fax: +91 79 40007533 E-mail: nprocure@ncode.in Website: www.nprocure.com
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GSECL reserves the right to reject any or all bids or cancel / withdraw the Invitation For Bids without assigning any reason whatsoever and in such cases no Bidder / intending Bidder shall have any claim arising out of such action.

For and on behalf of
Gujarat State Electricity Corporation Ltd
Chief Engineer (P&P)
Corporate office, Vidyut Bhavan,
Race Course, Vadodara-390007,Gujarat

SECTION – II

2. Terms / Definitions / Abbreviations:

- 2.1** Owner means Gujarat State Electricity Corporation Ltd. (GSECL) having its registered office at Vidyut Bhavan, Race Course, Vadodara 390 007, Gujarat, India.
- 2.2** GSECL means Gujarat State Electricity Corporation Ltd.
- 2.3** Consultant means successful bidder to whom Owner awards the Consultancy work or any part thereof.
- 2.4** Bid means offer submitted against this tender by the Bidder.
- 2.5** Bidder/Tenderer means any person, or persons, firm or company bidding for the work covered by this document.
- 2.6** Site(s) / Job Site(s) mean site(s) upon which the Ground mount Solar may going to be installed
- 2.7** Plant shall consist of and include all facilities as detailed in the following chapters for which the contractor is required to provide the services.
- 2.8** Contract means the agreement, all annexure and subsequent amendments thereto, mutually agreed between the Owner and the Bidder.
- 2.9** Proposal/Offer means quotation/offer/bid furnished by the Bidder against this Tender.
- 2.10** RFP means Request for Proposal.
- 2.11** QCBS – Quality cum Cost Basis Selection
- 2.12** DPR- Detailed Project Report
- 2.13** DFR – Detailed Feasibility Report

SECTION – III

3.1 Introduction & Background:

Gujarat State Electricity Corporation Ltd. (GSECL) is a company promoted in 1993 by the Gujarat Urja Vikas Nigam Ltd.-GUVNL- (Formerly GEB) as 100% owned subsidiary. Government of Gujarat (GoG) approved GSECL as a generating company to undertake implementation of new power project consequent to the government orders for unbundling of state electricity board, all their power plants are transferred to the company. At present, GSECL is having total installed generating capacity of 7127 MW. The company is generating power from Coal, Lignite and Gas as a fuel. In addition to thermal power plants, Hydro, Solar and Wind power plants are also installed by the company.

GSECL is planning to develop up to 500 MW of Solar Park at Great Rann of Harsad, Banaskantha in The State of Gujarat .

MNRE has come up with a scheme for development of Solar /Renewable Energy Ultra-Mega Parks. A Park is a concentrated zone for development of Renewable power generation projects and provides developers an area that is well characterized with proper infrastructure, access to amenities and where the risk of the project can be minimized

In this context, GSECL is desirous of engaging Firms for Preparation of DFR & DPR of Solar Parks in the State of Gujarat

3.2 Intent of the Work:

GSECL intend to award for Work of services for Detailed Feasibility Report and Detailed Project Report for setting up of Solar Park for Ground Mounted Solar Photo Voltaic grid connected Power Plant of 500 MW capacity in the state of Gujarat, 500 MW land is not in single land pocket, it is distributed in 5 to 6 land pockets in range of the approximate distance of 15 to 20 KM.

3.3 Location:

Harsad, Banaskantha, Gujarat State

SECTION – IV

Pre-Qualifying Requirements (PQRs)/ Eligibility Conditions:

4.1 GENERAL:

The Bidder shall be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto Or A bidder shall be registered proprietorship firm. or LLP or Trust and Society Act, Joint Venture consortium of Companies or individuals in any form are allowed for bidding.

A copy of certificate of incorporation/proprietorship shall be furnished along with the bid in support of above.

4.2 Technical eligibility criteria:

For the capacity bided by Vendor (on or after 1st April 2016, For Solar Parks

- (i) The tenderer should have experience of having satisfactorily completed the work of Services for feasibility study & preparation of report, DPR for setting up Solar Parks or the Ground Mounted Solar Photo Voltaic grid connected Power Plant of various capacities, minimum cumulative capacity of 100 MW. However, to meet the eligibility criteria as above, projects of minimum 10MWp capacity shall only be considered.
- (ii) The Bidder should possess required licensed software, for evaluation of Energy Estimation. The Bidder must have adequate skilled manpower with sufficient experience to handle such job. (Necessary documentary evidence such as valid certificate of license for use of software, names, qualifications and details of experience of persons who would work for this assignment should be given).
- (iii) The Bidder should possess required licensed data sources, for evaluation of Energy Estimation. (Necessary documentary evidence such as valid certificate of license for use of software, names, qualifications and details of experience of persons who would work for this assignment should be given).
- (iv) The bidders as on date of Bid submission, must have adequate qualified and experience personnel in their team. Key Personals CV should include as part of Bid for evaluation.

4.3 Financial eligibility criteria:

- (i) Cumulative Turnover of the Bidder for last three (3) financial years shall be at least (in INR) 69,80,644 (included GST) X 0.7 = 48,86,450.80/-
- (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 2020-21, 2021-22, 2022-23 (if not audited then certification from Chartered Accountant shall be required).

4.4 The bidder should indicate following:

1. The maximum value of the order executed together with details i.e. Project name, owner, and full address, telephone / fax number / email id of the customer, value of the order, scope of work etc.
2. Work order and completion certificate by owner of the executed feasibility study, preparation of report along with Performance certificate/Completion certificate from customers.

SECTION - V

5.1 Scope of work:

The broad scope of work for Detailed Feasibility Study (DFR) and Detailed Project Report (DPR) specified here under outlines the works / services generally expected from the contractor.

The prospective bidder is required to perform the mentioned functions and activities as set out expressly in these documents and any other activities which may be essential and incidental thereto for meeting the intent of specification of GSECL. Accordingly all the items/services which are required for execution of solar park are deemed to be included in the scope of services whether specifically mentioned or not. Bidder shall render necessary, comprehensive and effective services in all respect for smooth and timely development of a solar park, which is included but not limited to the following:

➤ **Site analysis:**

An assessment of the site's location, Drone Survey of the area & Provide Video & Images of the Site. Also Site Mapping done through Drone and with usage of LiDAR technology. An assessment of the site's location, topography, Soil Investigation, Hydrology Study, Weather patterns and other factors that may affect the efficiency of the solar power plant. **Technical analysis:** An evaluation of the technical requirements for the solar power plant, including the type and capacity of solar panels, inverters, batteries (General Ideas), and other equipment needed.

Power evacuation: Prepare a Power Evacuation Plan for solar Park including 400/ 220/ 132/ 33 KV substations & auxiliary power distribution network, metering arrangement, pooling arrangement, cabling, lightning arrestors, transformers & associated infrastructure; transmission lines for power evacuation to nearest STU substation; Prepare a Power evacuation scheme with preliminary SLD for the electrical system starting from plant evacuation to the Grid connectivity point nearest STU substation. Brief description and broad parameters of all electrical equipment.

➤ **Economic analysis:**

A financial analysis of the project, including the expected costs and revenues, and an assessment of the project's and park's profitability.

➤ **Regulatory analysis:**

A review of the relevant laws, regulations, and permits required for the construction and operation of the solar park and power plant. **Social impact analysis:** An assessment of the social impact of the project, including its effect on the local community, employment opportunities, and social welfare. Necessary Regulatory compliance to be prepared for Solar Park & DPR Approval at various stages.

➤ **Risk analysis:**

An evaluation of the potential risks associated with the Project and Park, including technical, financial, environmental, and social risks.

➤ Recommendation & Report:

A conclusion and recommendation based on the findings of the feasibility study, which may include recommendations for modifications to the Solar Park project or recommendations against proceeding with the Project and Park. Overall, the feasibility study should provide a comprehensive analysis of the viability and potential of the proposed solar power plant project with PV array layout ascertaining fix DC capacity with use of latest modules with minimum capacity of 530Wp.

Report should cover Preliminary infrastructure assessment and development needs related to development of solar park with design, natural water flow study and design with drainage system and recommendations according to it.

Clearly mention HT & LT cable laying design looking to the site condition with recommendations.

Recommendation of plotting (capacity wise) for solar park.

Overall, the feasibility study and project report should provide a comprehensive analysis of the viability and potential of the proposed Solar Park.

5.2 Additional Services

At the specific request of the GSECL, the Consultant shall provide such additional services not listed in the specifications in relation to the tender work activities.

Reports & Presentations of each location shall be submitted in editable MS OFFICE formats for review.

Final GSECL approved reports shall be submitted 3 nos. of colour printed hard copies and no editable soft copies in static drive.

5.3 Instruction to Bidders

- (1) The Bidder 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.
- (2) The consulting organization shall be a pure consultancy firm. The firm or its Associates/ sister concern/ subsidiary etc., shall not have any tie up with any of potential OEM for these projects. Any of the Board of directors/employee of Consulting firm shall not be associated OR employed directly or indirectly with any of the potential OEM/ manufacturers/ suppliers or vice versa. A declaration regarding not having conflict of interest will have to be furnished by Bidder as stipulated in SCHEDULE - IX.
- (3) Bidder should not have been put on holiday or black listed / banned by GSECL / GUVNL or its subsidiary in past for consultancy assignment in projects. In this regard, the bidder shall submit undertaking as stipulated in SCHEDULE-X. If the documents were issued inadvertently / downloaded from website, offer submitted by such bidders shall not be considered for opening / evaluation / award. This applies even if the bidder company's name is changed and such black listing / ban was put up for their earlier name. If such incident shall be found at any stage of tendering process, the EMD/SD as applicable, of such bidder shall be forfeited.

- (4) Bidder is expected to study and examine all the terms, conditions and instruction included in the document. The Bidder shall sign all pages of bid token of having read the Bid & upload scan copy of duly signed Bid document online on n-procure .
- (5) Offer/ Bid must be in accordance with and responsive to this tender and all documents appended hereto. Bid submission should be in line with Tender Clause No. 5.4 only. Incomplete online bid, online bid and hard copy submission envelop received after the due date, Envelop which are not sealed and not super-scribed as stipulated, shall be liable to be rejected. GSECL reserves the right to verify all Statement / Information submitted to confirm Bidder claim on experience and capabilities to perform work.
- (6) Bidders shall submit their bid in accordance with the tender documents through Online mode only. Bidder should fill up no deviation certificate as attached in Schedule-III & should submit online. Bid without no-deviation certificate shall be rejected.
- (7) Bidder must indicate the official designation and the authority of the individual signing the tender with copy of Power of Attorney duly notarized indicating that a person(s) signing the bid has/have the authority to sign the bid and bid is binding upon the bidder for full validity period of the Bid.
- (8) Bidder should note that the quoted price in the price schedule shall be considered to determine Cp (Cost Points) for evaluating the bids on the bases of QCBS. The L1 found in n-procure shall be given 100 Cp. The weightage of Cp shall be considered 40%. However the detail along with sample calculation of Bid Evaluation is shown in Annexure D of section- IX.
- (9) GSECL may at its discretion extend the deadline set for submission of the Bid.
- (10) Validity of the Offer: 120 days from the date of opening of the Price-Bid
- (11) The bidder shall bear all costs associated with the preparation or delivery of its Bid, participating in discussions. GSECL will in no case be responsible or liable for those costs and expenses regardless of the outcome of the bidding process
- (12) GSECL reserves right to call for original of the supporting documents for verification if so deemed fit and also cross-check for any details as furnished by the bidder from their previous clients etc. Bidder shall have no objection whatsoever in this regard.
- (13) Bidders may note that mere issuance of tender and/or submission of Bids shall not entitle automatic qualification in the bid.
- (14) Bidders have to submit Tender Fees and EMD through RTGS/NEFT or Demand Draft/Bank Guarantee. The scan copy of the same is to be submitted in n-procure site and physical documents is to be submitted by Speed Post or RPAD at office address as below within 5 days from the opening of Technical Bid.
- (15) Bidder to submit Main envelop tagged with Tender name & tender ID contain separate envelop of Tender fee (Envelop-I) & EMD(Envelop-II) at the Bid submission address on or before due date.

Bid Submission Address:

Chief Engineer (RE)
RE Department
Gujarat State Electricity Corporation Limited
Corporate office, Vidyut Bhavan, Race course
Vadodara - 390 007, Gujarat, India.

- (16) Bidder shall not canvass for their offer in any form at any level. Any Bidder, if found to canvass his offer, his offer shall be liable to be rejected without any notice.
- (17) Tender documents shall be Non-transferable.
- (18) All information in the bid shall be in ENGLISH only. All corrections, over typing etc. in the tender should be attested.
- (19) **Offer/Bid submitted by Fax/E- mail/Tele-fax shall be rejected.** However, instruction given in clause No 5.3 to 5.5 for Bid Submission should be strictly followed.
- (20) GSECL reserves the right to accept, prefer or reject any or all the Bids without assigning, any reason what so ever. GSECL reserves the right to cancel the bidding process during any stage without assigning any reason.
- (21) Address for Correspondence (For Bid Queries only):

Chief Engineer (RE),
Gujarat State Electricity Corporation Ltd,
Planning & Project Department, Vidyut Bhavan,
Race Course, VADODARA- 390007, Gujarat.

Mail Address: cepn.gsecl@gebmail.com , acere.gsecl@gebmail.com ,
sere1.gsecl@gebmail.com , eesolar2.gsecl@gebmail.com

- (22) Safety and other securities of bidder personnel including belongings during work of feasibility study & preparation of detailed project report is in scope of bidder.

5.4 Documents Comprising the Bid

a. Hard Copy Submission

Main Envelop: (With Tender Name & Tender ID)

- (A).Tender Fee (Envelop-I)
- (B). Bid Security/EMD (Envelop-II)

b. Online Submission: (Shall be uploaded on N-procure)

(A).Techno-Commercial Bid:

1. Tender fee
2. Bid Security/EMD
3. Documents establishing the eligibility and qualification of the bidders per Schedule-I to Schedule-XII
4. Un-priced Copy of Price schedule-B
5. Duly signed & stamped bid document
6. Power of Attorney duly Notarized

(B). Price Bid

1. Schedule-B

5.5 Submission of Bids

Bid shall be submitted/uploaded in two parts through n-procure:

Part – I: Techno-Commercial Bid (with Un-priced Copy of Price schedule):

Techno-commercial bid shall contain:

- (1) Earnest Money Deposit (EMD) of INR 59,160/- (Rupees Fifty Nine Thousand One Hundred & Sixty only) is to be paid in the form of RTGS/NEFT or Demand Draft/Bank Guarantee drawn on any Scheduled Bank/ Nationalized Bank (as per clause no. 5.10) in favour of “Gujarat State Electricity Corporation Ltd.” payable at Vadodara as per the GOG notification issued from time to time.
- (2) Bank Details of GSECL:
 - i. Name of Beneficiary: Gujarat State Electricity Corporation Ltd.
 - ii. Branch name and address: State Bank of India
Industrial Finance Branch
3rd & 4th Floor, MID Town Heights
Jetalpur Road, Vadodara – 390007
 - iii. IFSC code: SBIN00001946
 - iv. Bank Account No: 30052331664
 - v. MICR code of Bank: 390002030
 - vi. GST Details:
 - GST Enrolment / Registration No.: 24AAACG6864F1ZO
 - Name as per GST Registration: Gujarat State Electricity Corporation Ltd.
 - GST Registration Address: Vidyut Bhavan, Race course, Vadodara, Gujarat.
- (3) Tender Fee INR 5900/- (inclusive of 18% GST) (Non-refundable) in the form of RTGS/NEFT or Demand Draft drawn in favour of Gujarat State Electricity Corporation Limited and payable at Vadodara. Cheques are not accepted. Tender Fee and EMD shall be submitted in two separate sealed envelopes super scribed with “Tender Fee” and “EMD” respectively.
- (4) Details of the Bidder as per Schedule–II in Section-VIII
- (5) Un-Price Bid as per Schedule-B of Price Schedule
- (6) Audited Annual Report with complete financial details for last 03 financial years (2020-21, 2021-22 and 2022-23). Bidder has to submit the notarized certificate of Registered Chartered Accountant for the turnover of last 03 financial years as mentioned in section-IV- Qualification Requirement Clause no.1.
- (7) Client certificate duly notarized & completion report for whom the experience is listed in support of Qualifying criteria & Experience list as per Schedule-V & Schedule-VI.
- (8) Technical Approach & Methodology & work Plan inclusive of charts and diagram as per Schedule-IV.
- (9) Bidder shall have to submit copy of GSTIN registration certificate & PAN card.
- (10) Power of Attorney duly Notarized

The sealed envelope, EMD envelope and Tender fee Envelope should be put together and submitted to GSECL office in Hard Copy. The main envelope shall be super-scribed as Tender For “Detailed

Feasibility Report (DFR) and Detailed Project Report (DPR) for Solar Park for Ground Mounted Solar Photo Voltaic grid connected Power Plant of 500 MW capacity in the state of Gujarat.” (QCBS)

Bid submitted without sealed envelope is liable to be rejected.

Part – II: price Bid(on line submission).

It is mandatory for all bidders to submit their PRICE-BID (Schedule-B) **through online (e-tendering) only**. Price bid submitted in physical form will not be considered for its opening and only online submitted price bid will be considered for evaluation.

5.6 Opening of Bids:

Initially the Part-I of the bid documents will be opened and scrutinized as per Tender scope, terms & conditions. Offers not meeting the criteria / conditions mentioned in the Tender documents will not be processed further and their price bid will not be opened / considered for evaluation. All eligible and substantially responsible Bids shall be evaluated as per Bid Evaluation and Methodology described under Clause 6.5.1 & 6.5.2 of Section-VI of this Tender Document.

Bidder to note that Price Bid (Schedule-B) of only those bidders shall be opened (Online/e-tendering) who is found technically qualified and is found reasonably responsive to GSECL’s tender terms and conditions and scope of Works.

5.7 Completeness of Tender:

The tender should be complete in all aspects. The Bidder shall furnish all relevant details called for in the specification with supporting documents wherever required for considerations by GSECL. The tenders not containing complete details as above are liable for rejection.

5.8 Earnest Money Deposit (EMD):

Bidder shall submit Earnest Money Deposit (EMD) of INR 59,160/- (Rupees Fifty Nine Thousand One Hundred & Sixty only) in Envelop (hard Copy) & Scanned copy in Techno commercial bid online.

Bidder shall submit EMD in the form of Demand Draft, drawn on any Scheduled Bank/ Nationalized Bank (as per clause no. 5.10) in favour of “Gujarat State Electricity Corporation Ltd.” payable at Vadodara DD or in the form of Bank Guarantee on any of the banks described in clause no: 5.10 as per the GOG notification issued from time to time.

Earnest Money Deposit of the bidder(s) may be forfeited by GSECL in the following events:

- Upon failure of the Bidder to hold his offer open in accordance with the terms of tender bid documents.
- If the Bidder(s) withdraws or varies its Bid during the period of Bid validity.
- If the Bidder(s) does not accept the corrections of its Bid Price as specified in the tender bid documents.

- In case of Successful Bidder, if the Bidder fails to
 - a. Sign the contract agreement in accordance to the terms and conditions of the tender bid documents.
 - b. Furnish the required SD, in accordance to the terms and conditions of the tender bid documents.
 - c. If the bidder/his representative commits any fraud while competing for this contract.
 - d. In case the bidder/contractor is disqualified from the bidding process in accordance to the terms and conditions of “Integrity Pact” of the tender bid documents.

Corporate guarantee is not acceptable.

In case of successful Bidder, EMD shall be refunded on furnishing bank guarantee against submission of the SD. In case of other Bidders, the EMD shall be refunded after acceptance of the work order by the successful Bidder and or submission of SD by the successful bidder.

5.9 Security Deposit (SD):

The successful bidder shall be required to submit Security Deposit of 10% of total contract value (end cost) in the form of Bank Guarantee, in format as per Annexure-A of Section-IX. The SD shall be furnished within 10 days along with the acceptance of LOI. In case of no submission of Security Deposit within stipulated time frame, GSECL reserves the right to cancel the order and forfeit the EMD amount. The Bank Guarantee for Security Deposit shall be valid for entire Contract period plus one month claim period on stamp paper of Rs 300/-. The validity of BG should cover a period of one month from the date of expiry of the defects liability period, i.e. 19 months.

5.10 As per Finance Department, Govt. of Gujarat GR No. - **FD/MSM/e- file/4/2023/0057/DMO** dated.- 21-04-2023, Bank Guarantee from the following Banks will be acceptable. However, the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time shall be considered.

Sr. No	Name of Banks
(A)	Guarantees issued by following Banks will be accepted as SD/EMD on permanent basis
	1 All Nationalized Banks.
(B)	Guarantees issued by following Banks will be accepted as SD/EMD for Period up to – XX.XX.2023. The validity cut-off in GR is with respect to date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee
	1 AXIS BANK
	2 A U Small Finance Bank
	3 Bandhan Bank

4	BNP Paribas
5	City Union Bank RBL BANK
6	CSB Bank
7	DBS Bank India Limited
8	DCB bank
9	Equitas Small Finance Bank
10	Federal Bank
11	HDFC BANK
12	HSBC Bank
13	ICICI Bank
14	IndusInd Bank
15	Karnataka Bank
16	Karur Vyasa Bank
17	Kotak Mahindra Bank
18	South Indian Bank
19	Standard Chartered Bank
20	Tamilnadu Mercantile Bank
21	Utkarsh Small Finance Bank
22	The Kalupur Commercial Co-operative Bank Ltd.
23	The Ahmedabad Mercantile Co-operative Bank Ltd.
24	Nutan Nagrik Sahakari Bank Ltd.
25	Rajkot Nagarik Sahakari Bank Limited

The Bank Guarantee submitted should have clear one time validity in all respect and up to the validity of contract (i.e 19 months). If by any reason the contract period is extended, Bidder shall undertake to renew the Bank Guarantee at least one month before the expiry of the validity failing which GSECL will be at liberty to encash the same. If contract value is increased due to any reason, then before completion of initial contract period, the contractor shall either submit additional BG or to amend the old BG to have total BG value equivalent to 10% of final contract value.

SECTION - VI

6.0 Commercial terms & Conditions and Evaluation of Bids

6.1 Validation of Tenders:

Tenders should be valid for acceptance for a period of at least One Hundred Twenty (120) days from the date of opening of price-bid. In case any bidder quotes a lower validity period than that called for, his offer shall be liable for rejection. In exceptional circumstances, the GSECL may solicit the bidder's consent to an extension of the period of the validity. The request and response thereto shall be made in writing.

6.2 Prices:

The price quoted by the Bidder in the price schedule shall remain FIRM throughout the Contract period. Applicable GST shall be indicated separately over & above quoted price. Any change in tax or introduction of new tax as applicable during course of contract shall be reimbursed at actual on submission of proof.

6.3 price Variation / Escalation:

The price as mentioned above remains firm and fixed throughout the contract period from the date of LOI, without any escalation.

6.4 Site Visits:

The price shall be inclusive of site visits, lodging/boarding, to and fro travelling charges from registered office of consultant to GSECL office, Project site, works / site /offices. No any extra charges shall be entertained throughout the contract period.

6.5 Bid Evaluation and Comparison of Offers:

The evaluation process of the tender, proposed to be adopted by the GSECL is indicated under this clause. The purpose of this clause is only to provide the Bidders an idea of the evaluation process that the GSECL may adopt. However, GSECL reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever and without any requirement of intimating the Bidders of any such change.

- (i) A two stage procedure shall be adopted for evaluation of proposals i.e. Pre-qualification & technical evaluation and financial evaluation. Selection of Consultant shall be based on Quality-cum-Cost Based Selection (QCBS) criteria. This takes into account both the technical capability of the Bidder as well as the cost of services. The Technical and Price Proposal will be given 60:40 weightage respectively.
- (ii) GSECL will review the technical bids to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified
- (iii) GSECL will assign Points to the technically qualified bidders based on the technical evaluation criterion given in the bid document. Conditional bids are liable to be rejected

6.5.1 Bid Evaluation

- (i) The Technical Bids of the bidders shall be scrutinized based on qualifying criteria and evaluated as per QCBS. The selection shall be done on 60% weightage of quality points (Qp) and 40% weightage of Cost point (Cp). Marks/rating will be considered for authentic established items only
- (ii) Bidder should note that the quoted price in the price schedule shall be considered to determine Cp (Cost Points) for evaluating the bids on the bases of QCBS. The L1 found in n-procure (on-line) shall be given 100 Cp. The weightage of Cp shall be considered as 40%.

Qp (Technical / Quality Points) for the selection/merit criteria for QCBS are as under:

Sr. No.	Criteria	Maximum Points (Quality Points-QP)	Criteria for assigning Points	Points	Remarks
1	General Criteria	20			
	(i) Experience of services for RE Solar Park projects or Park Development projects and Project Execution up to completion of project of total 100 MW capacity executed.	10	Min 7 years	4	<ul style="list-style-type: none"> •Experience for only commissioned/completed RE Solar Park or project for criteria 1(i) will be considered for assigning scores. •Valid documentary proof shall be submitted along with the bid to justify and support claim for marks against each Technical/ Quality Evaluation criteria. •For validity of proof, owner judgment shall be final and binding to the bidder.
			>7 and <10 years	6	
			≥10 years and above	10	
	(ii) Financial Turnover for last 3 years (per year)	10	Below 1 Crores	2	
			>1 Crores	4	
			>2 Crores	6	
			>3 Crores	10	
2	Technical Criteria	80			
2.1	Feasibility Study for Solar Park	40			
	Experience in preparation of DFR of solar parks or Solar Photo Voltaic Projects		No of Projects		Bidder should submit and present technical approach & Methodology, Work plan inclusive of charts and diagram & submit the same as per forms attached intender documents. Bidder has
	≥1 MW upto <9.9 MW	5	1	1	
			2	3	
			3 or more	5	
	≥10 MW upto <99.99 MW	15	1	3	
			2	8	
			3 or more	15	
	≥100 MW	20	1	4	

			2	10	to made presentation against committee not more than one hour on the date decided by GSECL before opening of price bid. The committee shall evaluate and give marks
			3 or more	20	
2.2	Detailed Project Report Solar Parks	40			
	Experience in preparation of DPR of Solar Parks or Solar Photo Voltaic Projects.		No of Projects		
	≥1 MW upto <9.9 MW	5	1	1	
			2	3	
			3 or more	5	
	≥10 MW upto <99.99 MW	15	1	3	
			2	8	
			3 or more	15	
	≥100 MW	20	1	4	
			2	10	
			3 or more	20	
3	Qualification and Experience of Key Professionals of Firm(Years of Experience)	35			
	(i) Team Leader (Qualification) & (Experience) –MTech, ME, BTech, BE Only	10	MTech or ME≥7 yrs	10	(1)Team Leader should be Expert in works including inspection, training, testing. Overall years of experience in RE industry shall be as mentioned with minimum experience on work of 5yrs. (2)For No. 3(ii), (iii), (iv) & (vi) minimum overall experience criteria for RE Industry as mentioned. (3)The points would be awarded on the basis of general qualification, competency for assignment and experience based on the Bio data submitted. Bidder shall be disqualified who will not meet the minimum experience criteria as mentioned. (4)For No. 3(i), (ii), (iii), (iv) & (vi).The person whose Bio-data is furnished must be on a
			MTech or ME≥05<7 yrs	5	
			B-Tech or BE≥10 yrs	10	
			B-Tech or BE≥5<10 yrs	5	
	(ii) Mechanical EngineerMTech, ME, BTech, BE only	5	MTech or ME ≥7 yrs	5	
			MTech or ME ≥5 <7yrs	4	
			MTech or ME≥3<5 Yrs	2	
			MTech or ME<3 Yrs	1	
			B-Tech or BE≥9 yrs	5	
			B-Tech or BE≥7<9 yrs	4	
			B-Tech or BE≥5<7 Yrs	2	
			B-Tech or BE≥3<5 Yrs	1	
	(iii) Electrical Engineer- MTech, ME, BTech, BE only	5	MTech or ME ≥7 yrs	5	
			MTech or ME ≥5 yrs	4	
			MTech or ME≥3<5 Yrs	2	
			MTech or ME<3	1	

			Yrs		role of the company and not a hired expert or third party. For No.3 (v) bidder may be permitted for hired expert but minimum experience criteria should meet & bidder has to give undertaking for the same with complete bio data and profile from whom desires to take the services. (5) Bidder should clearly indicate Key professionals proposed to be deployed by him separately against each criteria 3(i), (ii), (iii), (iv), (v) & (vi). (6) Experience of any Key Professional proposed shall be considered only against any one of the criteria for assigning score. Bidder should clearly identify and furnish Bio-data accordingly.
			B-Tech or BE ≥ 9 yrs	5	
			B-Tech or BE ≥ 7 < 9 yrs	4	
			B-Tech or BE ≥ 5 < 7 Yrs	2	
			B-Tech or BE ≥ 3 < 5 Yrs	1	
(iv) Electronics / EC Engineer / I & C Engineer - MTech, ME, BTech, BE only	5		MTech or ME ≥ 7 yrs	5	
			MTech or ME ≥ 5 yrs	4	
			MTech or ME ≥ 3 < 5 Yrs	2	
			MTech or ME < 3 Yrs	1	
			B-Tech or BE ≥ 9 yrs	5	
			B-Tech or BE ≥ 7 < 9 yrs	4	
			B-Tech or BE ≥ 5 < 7 Yrs	2	
			B-Tech or BE ≥ 3 < 5 Yrs	1	
(v) Expert in commercial/legal matters should have minimum one commercial/legal degree.	5		≥ 12 Yrs	5	
			≥ 10 Yrs	4	
			≥ 7 < 10 Yrs	2	
(vi) Technical discipline (i) Civil	5		≥ 9 Yrs	5	
			≥ 5 Yrs	3	
			≥ 3 < 5 Yrs.	1	

Note:

- Bidder will have Max Eligible Quality Points if evaluated quality points for particular Sr no are greater than Max Eligible Quality Points.
- Each Technical Proposal will receive a technical merit score based on the above mentioned evaluation criteria.

6.5.2 Ranking Proposal (QCBS)

On completion of Bid Evaluation of Technical and Price Proposals, final ranking of the Proposals will be determined. The sample calculation for Bid evaluation has been furnished at Annexure-D of Section-IX.

1. GSECL decision in this regard shall be final & binding and no further discussion / interface shall be held with the bidders whose bids are technically disqualified / rejected.

2. GSECL reserves the right to accept or reject any proposal at any time prior to award of contract/order, without assigning any reasons and without any liability for the GSECL.
3. No deviation in Payment Terms is acceptable. Bids with any deviation in Payment Terms will be rejected.
4. In case of discrepancy between the prices quoted in words and in figures, the lower of the two shall be considered.

6.6 Price Evaluation:

Price Evaluation shall be based on Price Schedule-B. The sum of Quoted Price by Bidder as per Price Schedule-B will be considered for the Evaluation of Bids and ranking as per Clause 6.5.

6.7 GSECL reserves the right:

- a. Not to accept the lowest or any tender.
- b. To reject any or all the tenders without assigning any reasons thereof.
- c. To relax or waive any of the conditions stipulated in the tender specification as deemed necessary in the best interest of GSECL.
- d. To revise the quantum of works/ completion period of work of any or all the items covered by this enquiry during the pendency of contract and to terminate the contract in between the agreed stipulated period.
- e. To contact directly the customer for which the job has been executed in past for their reference, feedback & verify the data submitted by the Bidder.

6.8 Zero Date of work:

1. The date of Letter of Intent (LOI) shall be considered as effective date (zerodate) for the contract period calculation for consultancy work.
2. NTP will be issued for Feasibility Study.

6.9 Time Line of Work:

- Separate NTP will be issued for Feasibility Study.

Sr No	Services	Nomenclature	Time Line
1. Feasibility Study:			
1	Issuance of NTP	D0	Date of NTP
2	Submission of Draft Feasibility Report	D1	D0+ 5 Weeks
3	Presentation on Draft Feasibility Report at GSECL office/Site	D2	D1+1 Week
4	Submission of Final Feasibility Report	D3	Observation offer by GSECL on Draft Feasibility Report+ 1 Week
5	Presentation on Draft Feasibility Report at GSECL office/Site	D4	D3+1 Week
6	Submission of Final Feasibility Report based on GSECL	D5	D4+1 Week

	observations during presentation		
7	Acceptance of Final Feasibility Report by GSECL	D6	Date of Acceptance by GSECL
2. Detailed Project Report:			
1	Submission of Draft Detailed Park Development Report	D7	D6+ 12 Weeks
2	Presentation on Draft Detailed Park Development Report at GSECL office/Site	D8	D7+1 Week
3	Submission of Final Detailed Park Development Report	D9	Observation offer by GSECL on Draft Detailed Project Report+ 1 Week
4	Presentation on Detailed Park Development Report at GSECL office/Site	D10	D9+1 Week
5	Submission of Final Detailed Park Development Report based on GSECL observations during presentation	D11	D10+1 Week

6.10 Validity of Contract:

The period of rate contract of consultancy work shall be 18 months from the date of Letter of Intent (LOI) of this consultancy work and Effective Zero Date.

6.10 (A) If desired by GSECL contract can be extended for further period of 12 months with obtaining consent from party and without any revision of rate ordered.

6.10 (B) GSECL can increase the quantity if it is exhausted within given time limit without any revision of rate ordered.

6.11 Insurance:

The liabilities of all types of applicable insurance coverage for the Consultant's personnel engaged for the scope of services shall rest with the Consultant and GSECL shall not be responsible for any liability / damages, whatsoever.

6.12 Payment Terms:

Detailed Feasibility Report (DFR)

Sr. No.	Milestone Achieved	Percentage payment of cost quoted against DPR Preparation for issued letter of commencement
1	Submission of Draft Feasibility Report	30% of DFR
2	Presentation on Draft Feasibility Report at	10% of DFR

	GSECL office	
3	Submission of Final Feasibility Report	20% of DFR
4	Presentation on Final Feasibility Report at GSECL office	10% of DFR
5	Acceptance of Final Feasibility Report by GSECL (3 hard copies + no editable soft copy in static drive)	30% of DFR
	TOTAL --	100%

Detailed Project Report (DPR)

Sr. No.	Milestone Achieved	Percentage payment of cost quoted against DPR Preparation for issued letter of commencement
1	Submission of Draft Detailed Project Report	30% of DPR
2	Presentation on Draft Detailed Project Report at GSECL office	10% of DPR
3	Submission of Final Detailed Project Report	20% of DPR
4	Presentation on Final Detailed Project Report at GSECL office	10% of DPR
5	Acceptance of Final Detailed Project Report by GSECL (3 hard copies + no editable soft copy in static drive)	20% of DPR
6	Completion of satisfactorily regulatory compliance required for Solar park	10% of DPR
	TOTAL --	100%

While making payment for each invoice, amount of GST and applicable cess will be kept under retention till submission of documentary proof of payment of GST and till reflection of payment of GST pertains to respective bill amount in GST Return for concern Order after due verification.

TDS on GST shall be applicable as per GST law.

6.13 Submission of Invoice & Mode of Payment:

The invoice in triplicate along with all required documents complete in all respects shall be submitted to the Chief Engineer (P&P), GSECL. Invoice on fax/e-mail will not be accepted.

Invoices complete in triplicate (3 copy) in all respects is to be raised by the bidder to “The Chief Engineer (P&P), GSECL, Vidyut Bhavan, Race Course, Vadodara-390 007” who shall process the same after due verification and the payment shall be paid through RTGS/NEFT within 30 (Thirty) Days after receiving all documents with invoice at GSECL’s Corporate Office at Vadodara.

The invoices shall be prepared and submitted in the format prescribed under GST Laws.

6.14 Facilities to be arranged by Contractor:

- Local Conveyance to Project site for staff (As & when required).
- If contractor desires, GSECL may provide lodging & boarding facility to contractor’s staff at GSECL’s guest house, if available, on chargeable basis as per GSECL’s rule.

6.15 Penalty for Delay:

Any delay that may take place in Consultancy service for subject work beyond contractual cut-off date/ stipulated period in the order shall be subjected to penalty (not liquidated damages) at the rate of ½ % of the total contract price/order price per week or part thereof subject to a maximum of 10% of the total contract value/order value with applicable taxes & duties.

Due consideration will be given in the levy of penalty for reasons absolutely beyond control of consultant for which necessary evidences shall be produced by the consultant to the satisfaction of the competent authority of the GSECL.

GSECL reserves the right to forfeit Bid security/ Security Deposit or deduct payment or claim damages from the Consultant if during tendering or during project execution stage it is found that Bidder has violated any terms and condition as stipulated in “Conflict of Interest” declaration as per Schedule-IX of the Tender.

6.16 Taxes:

a. Goods and Service Tax (GST):

- (i) Owner shall reimburse GST at actual as per prevailing rates upon the production of documentary evidence for having paid the same and filling of GSTR-1 & 3-B. For the delayed completion of services not attributable to the GSECL, the variation in GST if any will be to the account of the contractor.

GST/Cess means all applicable Tax/Cess under GST Laws. GST Laws means IGST Act, GST(Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGST Act, 2017 and all related ancillary legislations.

- (ii) Consultant should charge GST through tax Invoice at the rate as agreed to / mentioned in acceptance of tender only and any deviation in the same shall not be accepted. Further, any additional liability of GST (later on due to wrong mentioning of GST rate, mis-interpretation of HSN/SAC Code, etc.) over and above as charged in the invoice shall be borne by the Consultant. However, any refund received by the Consultant on account of GST charged from the company; such refund shall have to be passed on to the

company, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the Consultant.

In case, Govt. revises the rate of GST rate / Code during the tenure of the contract, the provision of statutory variation clause shall apply

b. Income Tax:

Income Tax, as applicable will be deducted from the amount due to the contractor.

c. TDS on GST shall be applicable as per GST law.

6.17 Correspondence:

Consultant shall do correspondence in hard copies as well as through E- mail.

6.18 Contract Agreement:

As per the GSECL's rules, Bidder shall enter into an agreement with the GSECL as per format attached in Annexure-C. This agreement shall be duly notarized on stamp paper of Rs. 300/- and shall be signed within one week of receipt of the order. The agreement shall be signed by the Bidder or his authorized representative and GSECL, affixing seal of the Bidder and GSECL. The cost of stamp fee shall be borne by the Bidder. The contract shall comprise of the tender with the detailed scope of work, schedules, bidder's offer, all correspondence done till issue of detailed order and acceptance of Bidder thereof. Three numbers of hard copies with a soft copy of contract agreement shall be submitted.

6.19 Jurisdiction:

All questions, disputes or differences arising out of or in connection with the tender/contract if concluded shall be subject to the exclusive jurisdiction of the court under whose jurisdiction the place from which the tender/ acceptance of tender is issued/ is situated i.e. Vadodara ,Gujarat (India).

6.20 Statutory Variations:

The Lump-sum price quoted shall be exclusive of GST as applicable. Income tax will be deducted at applicable rate. Statutory variations in the GST shall be permitted as under:

(A). Statutory variations during original contractual completion period:

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

(B). Statutory variations beyond original contractual completion period:

- (i) If reasons for extension of contractual completion period is attributable solely to GSECL, the provisions of (A) (i) above shall apply.
- (ii) If a reason for extension of contractual completion period is attributable to consultant then:
 - (a) Any increase takes place in taxes and duties including GST due to statutory variation, then GSECL shall not admit the same; however GSECL shall admit the

taxes and duties at the rate prevailing during payment of last invoice rose during original contract completion period.

- (b) If any decrease takes place in taxes and duties including GST due to statutory variation, the same shall be passed on to GSECL or GSECL shall admit the decreased rate of taxes and duties while making the payment.

6.21 Amendments to Tender Document:

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

SECTION – VII

7.0 General Conditions of Contract (GCC)

7.1 Confidentiality:

Contractor shall hold in confidence this assignment and all activities relating to the Project and all documents and other information whether technical or commercial which is of a confidential nature supplied by or on behalf of the GSECL relating to the design, construction, insurance, operation, maintenance, management and financing of the Project and shall not, save as required by law or appropriate Competent Authorities disclose the same to any third party.

7.2 deviations in Tender:

Offers which conform to the specification without any deviation will only be accepted. Bidder has to submit no deviation certificate as per Schedule-III.

7.3 other Terms & Conditions:

The Consultant shall list out his experience, and provide proof with documentary credentials of services rendered, in his offer in Schedule- IV, V, VI & VII.

7.4 Language:

English language will be used in all written communications with respect to the services to be performed hereunder and with respect to all documents procured or prepared by you in connection with the project.

7.5 Assignment:

The contract in whole or part shall not be transferred or assigned to others.

7.6 Time is the Essence:

It is clearly understood and agreed by the Consultant that time is the essence of the contract as the work under this contract is very important and critical for the project execution and commissioning on schedule.

7.7 Ownership of Documents:

All drawings, diagrams, designs, specifications, material lists, flow sheets, patterns and other engineering documents collected in connection with these services hereunder shall at all stages be and remain the property of GSECL and while in the custody of bidder shall be fully available to GSECL and its duly authorized representatives. On completion of the assignment, the entire drawings etc. mentioned here in above shall be delivered to GSECL.

Similarly, all the drawings, design, calculations, specifications, lists, photographs, soft copies, pen-drives/storage devices and other technical documents etc. pertaining to the project, furnished by the contractor/s shall also be the property of GSECL.

7.8 Secrecy:

Consultant shall use in its best efforts to hold in strict confidence all data, information and records received by it from Owner and shall not surrender, inform, forward to third party without prior written permission from the Owner. Any data collected by the Consultant in the course of this assignment shall be the property of the Owner and the Consultant shall not disclose the same to any other party/person without concurrence of the owner in writing.

Consultant shall bind its personnel to secrecy and it shall take all necessary measures to observe the obligation of non-disclosure by its person data, information, records etc received it from Owner.

7.9 Indemnity:

Consultant shall be liable for and shall indemnify GSECL in respect of all damages or injury, to any of the contractor's personnel and / or property assigned to this project.

7.10 Statutory Regulations:

Consultant shall at its own expense, comply with all labour and other statutory laws, regulations as may be applicable to him for this assignment in respect of work and his employees. Consultant shall indemnify Owner and every employee of Owner against all actions, claims, demands, cost what so ever arising out of or Consultant shall be liable to reimburse the employee and keep indemnified Owner in respect of all actions, claims, procedures, demands, cost, expense that Owner may have to incur on account of default of Consultant.

7.11 Rejections of Tenders:

Tender is liable to be rejected if:

- a) Not in the prescribed form and not containing all the required details & without EMD / Tender Fee.
- b) Not properly signed by the authorized signatory of the Bidder.
- c) Received after the expiry of the due date and time.
- d) Received by telex, Fax, E-mail.
- e) With validity period less than that specified in the specification.
- f) Incomplete, ambiguous and not substantially responsive.
- g) Participating bidder/ consultant have stake in one or more other bidders/ consultants who are participating in same tender and on account of submission of wrong information/ declaration in the tender, then the bidder will be declared as disqualified automatically and EMD/ SD will be forfeited. Further, GSECL shall take stern action including stop dealing with their firms.

7.12 force Majeure:

- a) Neither the consultant nor the Owner shall be considered in default in performance of its obligations hereunder if such performance is prevented or delayed for any causes beyond the reasonable control of the party affected, such as
 - War, hostilities, revolution, riot, civil commotion, epidemic, major fires, explosions, floods, earthquakes, natural phenomena.

- Strikes & lockouts continuing more than 03 weeks, sabotage or act of terror.
 - Any law, order, proclamatory regulations or ordinance of Government or because of any act of God, provided notice in writing of such cause with necessary evidence that the obligation under the Contract is thereby affected or prevented or delayed, is given within 14 days from the happening of the event and in any case it is not possible to serve the notice within 14 days period, then within the shortest possible period without delay.
 - In case the force majeure conditions prolong beyond a continuous period of 2 months, the Owner shall be entitled to decide the further course of action including revisions in the terms of Contract, if any.
- b) As soon as the cause of Force Majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other party the actual delay occurred on account of such activities.
- c) Although the time for completion of work shall be suitably extended(not exceeding the period during which the work was stopped on account of Force Majeure clause), such extension shall not result in any financial claim by the Contractor against the Owner or any account of such a delay for any other reason whatsoever.

7.13 cancellation / Termination of Contract:

Owner reserves the right to terminate the contract or part thereof any time giving 30 days notice to bidder without giving any reason. The compensation for the quantum of work done up to the date of notice shall be paid on pro- rata basis in accordance with the terms of the agreement.

Suspension:

GSECL may by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fails to perform any of their obligations under this contract, provided that such notice of suspension,

- (i) Shall specify the nature of the failure, and
- (ii) Shall request the Bidder to remedy such failure within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.

Termination:

(1) Termination by GSECL:

- (A).GSECL reserves its right to terminate the contract in full or in part and at any time by giving a written notice of 30 days. In case, GSECL terminate the contract by issuing written notice, the consultant shall be paid for the actual work done till the date of notice and the payment shall be calculated on prorata basis for the actual work done. Consultant shall also be paid for the commitments related with this assignment which cannot be terminated, on production of documentary evidences of such commitments. Upon receipt of the written notice, attempts to terminate all commitments and otherwise minimize all cost shall be made by the consultant. Above payment shall be subject to submission of all data, design, plans, specifications and other documents for the project up to the date of termination of contract, to GSECL.

In case, the contractor terminate the contract by issuing a written notice or abnormally delays the works beyond scheduled time frame, GSECL reserves the right to get work done by another consultant. Any expense which may be incurred in excess of the sum which would have paid to the original consultant, for completion of unexecuted works shall be deducted /recovered from any money due, to the original consultant , by GSECL.

(B). GSECL may also terminate the Contract, by not less than thirty (30) days written notice of termination to the Bidder, to be given after the occurrence of any of the events specified in paragraphs (a) to (c) of this Clause and sixty (60) days in the case of the event referred to in (d). Bidder shall be paid as per provision indicated at (A) above:

- (a) If the Bidder do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
- (b) If the Bidder (or any of their Members) become insolvent or bankrupt;
- (c) If the Bidder, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause: "corrupt practice" means the offering, giving, receiving or soliciting of anything of monetary value or otherwise to influence the action of a public official in theselection process or in contract execution.

- (d) On operation of any law / by law/rules under which the project is prejudicial to the interest of the GSECL.

(2) Cessation of Rights and Obligations:

Upon termination of this Contract or upon expiration of this Contract, all rights and obligations of the Parties hereunder shall cease, except:

- (a) Such rights and obligations as may have accrued on the date of termination or expiration
- (b) The Bidder obligations to permit inspection, copying and auditing of their accounts and records
- (c) Any right which a client may have under the Applicable Law.

(3) Disputes in the Events of termination:

If either Party disputes whether an event specified in paragraphs (a) to (d) of (1)-B here off has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause No. 10.16 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

7.14 Settlement of Disputes:

(a) Amicable Settlement:

The Parties to this agreement shall use their best efforts to settle all disputes arising out of or in connection with this Contract or the interpretation thereof amicably through conciliations.

(b) Dispute Settlement:

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably by conciliations within thirty (30) days after receipt by one Party of the

other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the decision of MD, GSECL.

7.15 Arbitration:

In case of any dispute the arbitration shall be in accordance with Indian Arbitration and conciliation Act 1996. The venue of arbitration shall be at Vadodara, Gujarat.

SECTION – VIII

List of schedules to be submitted along with the bid:

SR. NO.	SCHEDULE NO.	DESCRIPTION	PAGE No.
1	SCHEDULE I	BID FORM	
2	SCHEDULE II	GENERAL INFORMATION OF BIDDER	
3	SCHEDULE III	NO DEVIATION CERTIFICATE	
4	SCHEDULE IV	APPROACH & WORK PLAN	
5	SCHEDULE V	LIST OF PROJECTS EXECUTED / PAST EXPERIENCE	
6	SCHEDULE VI	LIST OF PROJECTS ON HAND	
7	SCHEDULE VII	BIO DATA OF KEY PERSONNEL (PROPOSED TO BE ASSOCIATED WITH THEPROJECT)	
8	SCHEDULE VIII	PROFORMA OF UNDERTAKING	
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11	SCHEDULE XI	INTEGRITY PACT	
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SCHEDULE – I

BID FORM

Bid No:

From:

To,
Chief Engineer (RE),
Gujarat State Electricity Corporation Limited,
Vidhyut Bhavan, Race Course,
Vadodara - 390 007. Gujarat, India.

I/We, the undersigned have carefully examined and understood the tender document. I/We hereby agree to carry out work & provide services as described in scope of work & other parts of tender.

In case of award of work, I/We shall complete the work as per the prescribed schedule in the tender

Authorized signatory:

Name & Designation with Seal:

Date:

Place:

SCHEDULE – II

1. Name of the bidder _____

2. Status of Firm/ Company: Proprietorship Firm / Partnership Firm/ [Mark √]

Company / (privet or public)

3. Number of years in the business _____

4. Registered Office Address: _____

5. Operational Address [If different from above] _____

6. Telephone No. _____

7. Fax No _____

8. E-mail ID _____

9. Website _____

10. ISO Certification [if any] [If 'Yes', Please Furnish Details]:

Name & Designation of
Authorized Signatory with Seal

Date:
Place:

SCHEDULE – III

NO DEVIATION CERTIFICATE

This is to certify that we have gone through the tender Bid documents and as agreed up on the terms and conditions of the tender bid documents, we confirm that there is no deviations are taken by us and abide with the stipulated terms and conditions of the tender Bid Documents.

Name & designation of
Authorized Signatory with Seal

Date:

Place:

SCHEDULE – IV

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (inclusive of charts & diagram) divided into the following two chapters:

a)	<p><u>Technical Approach and Methodology.</u></p> <p>In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.</p>	
b)	<p><u>Work Plan.</u></p> <p>In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Customer), and delivery dates of the reports & performance test testing of projects. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule.</p>	

Name & designation of
Authorized Signatory with Seal

Date :

Place:

SCHEDULE – V

List of projects executed / past experience

(References to be considered for Evaluation of Technical Capabilities)

Sr. No.	Name of Client/ Contact Address & Ph No.	Project Name/ Location	Size In MW	Brief Scope of Services	Customer name with Contact person/ Project In charge	Date of Order & completion
1						

Note:

1. Information furnished above shall form basis for assigning merit score as per Bid Evaluation Criteria. References indicated above shall be supported by satisfactory completion certificate or other valid documentary proof for individual project by respective client along with name/address/contact no of person issuing the certificate. GSECL reserves the right to contact directly the clients for their feedback.

2. Bidder shall only furnish data of installed, completed projects.

3. Bidder shall highlight List of projects to be considered for assigning Merit score for Bid Evaluation as per criteria prescribed in clause 6.5 with supporting document.

Name & Designation of
Authorized Signatory with Seal

Date :

Place :

SCHEDULE - VI

List of Projects on Hand (As On Date)

SR. NO.	NAME OF CLIENT	TYPE OF ASSIGNMENT & DESCRIPTION OF THE PROJECT WITH LOCATION	DATE OF ORDER	EXPECTED DATE OF COMPLETION
1				
2				
3				
4				
5				

Name & Designation of
Authorized Signatory with Seal

Date :

Place :

SCHEDULE - VII

Bio-data of key personnel proposed to be deployed for the project

Sr. No.	Category	Name of Persons with Designation with proposed area of involvement	Qualification	Experience in Consultancy	Total Experience in Power sector	Major Projects handled in past with respons
1	Team Leader/Project					
2	Design Engineer					
3	Field Engineer					

(Attach Separate sheet if required)

Note: Information furnished above shall form basis for assigning merit score as per Bid Evaluation Criteria as per clause 6.5. Information shall be furnished for Key professional identified by the Bidder and proposed to be associated with this assignment. Bio data of other key persons of the organizations shall be furnished separately if desired.

Name & Designation of
Authorized Signatory with Seal

Date :

Place :

SCHEDULE - VIII

PROFORMA OF UNDERTKAING

I/We..... (Name(s) authorized signatory (ies), on behalf of M/s. (Name of Bidder) do hereby undertake that:

(i) Our company or any of its Directors/Partners/Employees/Affiliates shall abstain from taking part, directly or indirectly, in any of the tenders invited for the project or for supply of goods / services related to the same project in case of our company has been awarded the job of Engineering Consultancy Services.

(ii) The Directors/Partners/Employees of our company shall refrain themselves from holding any position in any of the bidding company (ies) participating in the aforesaid type of tenders, or the successful bidding company (after award of the contract), and shall also refrain from entering into any business relationships or activities, which would result in a "Conflict of Interest" with such company (ies) participating in the tender / awarded the contract.

(Authorized signatory) Signature:

Name: Designation:

Date:

Place:

SCHEDULE - IX

Declaration Regarding Conflict of Interest

I/We undersigned on behalf of M/s _____ (Name of Bidder) declare that I/We have read the stipulated requirement of "conflict of interest" as mentioned in the qualifying criteria of the ITB, clause 5.3(2) of the tender document of GSECL for providing consultancy services and We hereby declare that We have no conflict of interest as stipulated in the tender and M/s _____ (Name of Bidder) meets the qualifying criteria and conflict of interest clause as per tender.

We note and agree that in case of revelation of any violation, breach or non compliance either during tendering stage or in case of award of work GSECL reserves the right to forfeit the bid security and shall be entitled to recover and bidder shall be liable to compensate for any loss in any form incurred to GSECL from the bidder.

Authorised

signatory: Date :

Place : Company seal

SCHEDULE-X

Declaration regarding non blacklisting of bidder with GSECL/ GUVNL

DECLARATION

To,
Chief engineer (RE),
Gujarat State Electricity Corporation Limited,
Vidhyut Bhavan,
Race course,
Vadodara-390 007

Dear Sir,

We further confirm that we are not/ have not been blacklisted or kept under holiday by GSECL/ GUVNL at present or in the past (Including Firm under different name whose experience is claimed for Qualification or Technical Evaluation under the Bid).

We agree that in case any breach of this undertaking is found, the bid shall be rejected/terminated and GSECL will have right to take penal action for such breach including forfeiture of EMD, Security Deposit or any other compensation as deemed necessary as per provision of the contract.

Signature of authorised person

Name:

Designation:

Official seal:

Place:

Date:

Offer No. & Date:- _____

SCHEDULE-XI

INTEGRITY PACT

Bidder's Name and Address:

To,
The Chief Engineer (RE),
Gujarat State Electricity Corporation Limited (GSECL),
Vidyut Bhavan, Race Course, Vadodara. 390 007.

Dear Sir,

GSECL's ENDEAVOUR: To create an environment where Business Confidence is built through Best Business Practices and is fostered in an atmosphere of trust and respect between providers of goods and services and their users for the ultimate benefit of society and the nation.

	GSECL'S COMMITMENT		PARTY'S/BIDDER'S COMMITMENT
?	To maintain the highest ethical standards in business and professions.	?	Not to bring pressure recommendations from outside GSECL to influence its decision.
?	Ensure maximum transparency to the satisfaction of stakeholders.	?	Not to use intimidation, threat, inducement or pressure of any kind on GSECL or any of its employees under any circumstances.
?	To ensure to fulfill the terms of agreement / contract and to consider objectively the viewpoint of parties.	?	To be prompt and reasonable in fulfilling the contract, agreement, legal obligations.
?	To ensure regular and timely release of payments on due dates for work done.	?	To provide goods and/or services timely as per agreed quality and specifications at minimum cost to GSECL.
?	To ensure that no improper demand is made by employees or by anyone on our behalf.	?	To abide by the general discipline to be maintained in our dealings.
?	To give maximum possible assistance to all the Vendors / Suppliers / Service Provider and other to enable them to complete the contract in time.	?	To be true and honest in furnishing information.

	GSECL'S COMMITMENT		PARTY'S/BIDDER's COMMITMENT
?	To provide all information to suppliers / contractors relating to contract / job which facilitate him to complete the contract / job successfully in time.	?	Not to divulge any information, business details available during the course of business relationship to others without the written consent of GSECL.
?	To ensure minimum hurdles to vendors / suppliers / contractors in completion of agreement / contract / work order.	?	Not to enter into carter / syndicate / understanding whether formal / non-formal so as to influence the price.

We abide to the above commitment to meet the best spirit of creating an environment where Business Confidence is built through Best Business Practices in the interest of society and the nation.

Date : (Signature of Authorised Signatory).....
Place : (Printed Name).....
..... (Designation).....
..... (Company Seal).....

SCHEDULE-B (PRICE SCHEDULE)

(To be furnished unpriced with part – I (technical Bid) & priced with part – II (PriceBid))

Sr. No.	Deliverable	Price in INR
1	Preparation of Feasibility Report	
2	Preparation of Detailed Project Report (DPR)	

Note:

1. The Above prices are exclusive of GST, which shall be paid extra as per prevailing rates. It shall also include all the cost as per the tender terms and conditions.
2. The Above Price shall remain FIRM throughout the completion of work.
3. The above price are inclusive of 15 Man-visit at client office/site if required for meetings, presentation including travel, boarding & lodging .

SCHEDULE – XII

BID CHECK LIST

Sr. No.	Check Item	Yes (Y) / No (N)
1	Tender fee.	
2	EMD	
3	Bid Form Duly Signed By Authorized signatory.	
4	Bidder Information as per Schedule-II	
5	No deviation certificate	
6	Power of Attorney in favour of Authorized Signatory	
7	Description of approach, methodology and work plan for performing the assignment as per Schedule-IV	
8	Experience List as per Qualifying Criteria as per Schedule-V	
9	List of projects on hand as per Schedule No. VI	
10	Bio-data of key personnel proposed to be deployed for the project As per Schedule-VII	
11	Performa for Under taking as per Schedule-VIII	
12	Declaration regarding Ownership/Conflict of Interest As per schedule-IX	
13	Declaration regarding non blacklisting of bidder with GSECL/ GUVNL as per schedule-X	
14	Integrity pack as per Schedule-XI	
15	Un-priced Copy of Price Schedule-B	
16	Audited Annual reports for last 03 financial years	
17	Bid Submitted in Two Parts Separately. Part-I in sealed cover & Part-II (Price Bid) online	

SECTION – IX

List of Annexure

Sr. No.	Annexure no.	Description	Page No.
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3	ANNEXURE- C	Format for Contract Agreement	58
4	ANNEXURE- D	Sample calculation for bid evaluation	61

ANNEXURE- A
(On stamp paper of Rs.300/-)

Format of Bank Guarantee for Security Deposit / Performance Bank Guarantee

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 300/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country]

We, 'Bank of _____ here by agree unequivocally and unconditionally to pay immediately on demand in writing from the **Gujarat State Electricity Corporation Limited** or any Officer authorized by it in this behalf any amount up to and not exceeding Rs. _____ (in words) Rupees to _____ the said **Gujarat State Electricity Corporation Limited**. on behalf of M/s. _____ who have entered into a contract for the supply/works specified below: LOA No. _____ dated _____

This agreement shall be valid and binding on this Bank upto and inclusive of _____ and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Contractors / Suppliers or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

“Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. GSECL). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly.”

“NOTWITHSTANDING” anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only). Our guarantee shall remain in force until _____ (Date of validity of the Guarantee). Unless demands or claims under this Bank

Guarantee are made to us in writing on or before _____ **(Date of validity of the Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under;**

Place:

Date:

Please Mention here Complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos.	Signature of the Bank's Authorised two Signatories with Official Round Seal.
--	--

ANNEXURE- B

(On stamp paper of Rs.300/-) Format of Bank Guarantee for EMD

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 300/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country]

For Tender No: _____ GSECL

WHEREAS M/s. _____ (Name & Address of the Firm / Company) having their registered office at _____ (Address of the Firm's Registered office) (hereinafter called the „tenderer“) wish to participate in the tender No. _____ for _____ work of _____ (Name of the Material/ equipment /work) for _____ (GSECL) (hereinafter called the „Beneficiary“) and WHEREAS a Bank Guarantee for Rs. _____ (Amount of Bank Guarantee towards EMD) valid till (mention here date of ----
_____ validity of this Guarantee. Which will be Six months from the date of submission of bid of the tender) which is required to be submitted by the Tenderer along with the Tender.

We _____ (Name of the Bank & Address of the Branch giving the Bank's Guarantee) having Registered Office at _____ (Address of Bank's registered office) hereby give this Bank Guarantee No. _____ dated _____ and hereby agree Unequivocally and Unconditionally to pay immediately on demand in writing from Beneficiary GSECL or any officer authorized by it in this behalf any amount up to and not exceeding Rs _____ (Amount of EMD). (Rupees in words _____) to the said _____ (GSECL) on behalf of the tenderer.

We _____ (Name of Bank) also agree that withdrawal of the Tender/Bid/EOI or part thereof by the Tenderer within its validity or Non submission of performance Guarantee towards execution/supply period by the Tenderer within 15 days from the date of issue of Letter of Acceptance by the (GSECL) would constitute a default on the part of the Tenderer and That this Bank Guarantee is liable to be invoked & encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the Tenderer and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank up to and inclusive of _____ (mention here the date of validity of the Bank Guarantee) and shall not be terminable by notice or by Guarantor for change in the constitution of the Bank or the firm of Tenderer or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternation made, given, conceded with or without our knowledge or consent by or between the Tenderer and the _____ (GSECL).

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the Beneficiary (i.e.GSECL) Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly.

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to Rs _____ (Amt. of EMD) (Rupees _____) (in words). Our Guarantee shall remain in force till _____ (Date of validity of the Bank Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ (Date of validity of the Bank Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date:

Please Mention here Complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos.	Signature of the Bank's Authorised two Signatories with Official Round Seal.
--	--

NAME OF DESIGNATED BANKS:

1. Please refer clause no: 5.10

ANNEXURE – C

FORMAT FOR CONTRACT AGREEMENT

(On Stamp Paper of Rs.300/-)

This agreement is made at VADODARA this _____ day of _____ in the Christian _____ year _____ Two thousand _____ between _____ (herein after referred to as "THE CONTRACTOR" which expression shall unless excluded by or repugnant to the contract include its successors or permitted assigns) of the one part and the Gujarat State Electricity Corporation Ltd. having their Head Office at Sardar Patel Vidyut Bhavan, Race Course, BARODA — 390 007 (hereinafter called "The GSECL" which expression shall unless excluded by or repugnant to the context include its successors or assigns) of the other part.

WHEREAS the aforesaid GSECL has accepted the tender of the aforesaid contractors for _____ as per GSECL"s Order No. _____ hereinafter called "the Works" and more particularly described enumerated or referred to in the specification, terms and conditions prescribed in the Order letter, covering letter and other letters and schedule of price which for the purpose of identification have been signed by Shri _____ on behalf of the Contractors and by _____ on behalf of the GSECL a list whereof is made out in the Schedule hereunder written and all of which said documents are deemed to form part of this contract and included in the expression " the Works" wherever herein used, upon the terms and subject to the conditions hereinafter mentioned.

AND WHEREAS THE GSECL has accepted the tender of the contractors for the construction of the said works for the sum of Rs. _____ (Rupees: _____) upon the terms and subject to the conditions herein mentioned.

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED AND DECLARED THAT :-

The contractors shall do and perform all works and things in this contract mentioned and described or which are implied therein or there from respectively or are reasonably necessary for the completion of the works as mentioned and at the times, in the manner and subject to the terms, conditions and stipulations contained in this contract, and in consideration of the due provision, executions, construction and completion of the works agreed to by the contractors as aforesaid, the GSECL doth hereby covenant with the contractor to pay all the sums of money as and when they become due and payable to the contractors under the provisions of the contract. Such payments to be made at such times and in such manner as is

provided by the contract.

The conditions and covenants stipulated herein before in this contract are subject to and without prejudice to the rights of the GSECL to enforce penalty for delays and /or any other rights whatsoever including the right to reject and cancel on default or breach by the contractors of the conditions and the covenants as stipulated in the general conditions, specifications, forms, or tender schedule, drawing, etc., attached with GSECL"s Order No. _____

The contract value, extent of supply delivery dates, specifications, and other relevant matters may be altered by mutual agreement and if so altered shall not be deemed or construed to mean or apply to affect or alter other terms and conditions of the contract and the general conditions and the contract so altered or revised shall be and shall always be deemed to have been subject to and without prejudice to said stipulation.

SCHEDULE

List of documents forming part of the contract:

- 1.
- 2.
- 3
- 4.
- 5.
- 6
- 7.

In witness whereof the parties hereto have set their hands and seals this day and month year first above written.

1. Signed, Sealed and delivered by :
(Signature with Name, Designation & official

seal) For and on behalf of M/s. _____

In the presence of Name, Full Address & Signatures:

(i) _____

(i) _

2. Signed, Sealed and Delivered by :

(Signature with Name, Designation & official seal)
For and on behalf of Gujarat State Electricity Corporation Ltd.,
Vidyut Bhavan, Race Course, BARODA – 390 007.

In the presence of Name, Full Address & Signature:

(i) _____

(ii) _____

ANNEXURE – D

Sample Calculation for Bid Evaluation:

(1) QP (Technical / Quality Points) for the selection/merit criteria for QCBS are as under:

Sr. No.	Bidder	Maximum Quality Point (QP)	Obtained Quality Point (QP)	QP with 60% weightage
1	Bidder-A	100	72	$43.2=(72*0.6)$
2	Bidder-B	100	87	$52.2=(87*0.6)$
3	Bidder-C	100	82	$49.2=(82*0.6)$

(2) CP (Cost Points) for selection /merit criteria for QCBS are as under:

Sr. No.	Bidder	Quoted Price (P)	Cost Point $CP=(PL/P)*100$ PL =Lowest price	CP with 40% weightage
1	Bidder-A	4.2 Crore	$100=(4.2/4.2)*100$	$40=(100*0.4)$
2	Bidder-B	4.7 Crore	$89.3617=(4.2/4.7)*100$	$35.7446=(89.3617*0.4)$
3	Bidder-C	4.9 Crore	$85.7142=(4.2/4.9)*100$	$34.2856=(85.7142*0.4)$

Quoted Price = Sum of all locations' Quoted Price by Bidder as per Price Schedule

Total Merit Points:

Sr. No.	Bidder	Total merit points	Ranking
1	Bidder-A	83.2	H3
2	Bidder-B	87.9446	H1
3	Bidder-C	83.4856	H2

Conclusion: Order will be awarded to Bidder-B having H1 Ranking