



RFP Document No.

GIPCL/PMC/2022-23

02nd Jan, 2023

APPOINTMENT OF CONSULTANT FOR PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR DEVELOPMENT OF 1000MW+ CAPACITY SOLAR PROJECTS AT GREAT RANN OF KUTCH AREA, IN THE STATE OF GUJARAT



Issued by:

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Dist. Vadodara, Gujarat

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Gujarat Industries Power Company Limited (GIPCL)

(Regd. Office: Post: Ranoli-391350, Dist.: Vadodara, Gujarat)

Website: - www.gipcl.com



**APPOINTMENT OF CONSULTANT FOR PROJECT MANAGEMENT
CONSULTANCY (PMC) SERVICES FOR DEVELOPMENT OF 1000MW+ CAPACITY
SOLAR PROJECTS AT GREAT RANN OF KUTCH AREA, IN THE STATE OF
GUJARAT**

ISSUED BY:

GENERAL MANAGER (RE PROJECTS & IT)

GUJARAT INDUSTRIES POWER COMPANY LIMITED (GIPCL)

ON

02nd Jan, 2023

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SECTION-1: NOTICE INVITING TENDER (NIT)



GUJARAT INDUSTRIES POWER COMPANY LIMITED

Post: Ranoli-391350,

Dist.: Vadodara, Gujarat, India.

Tel.: +91-265-2230182 / +91-265-2232768 (Extn.: 4343)

Fax: +91-265-2230029

Cell: +91-9909035326

E-mail: akvaishnav@gipcl.com, reparak@gipcl.com

SECTION-1

NOTICE INVITING TENDER (NIT)

“APPOINTMENT OF CONSULTANT FOR PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR DEVELOPMENT OF 1000MW+ CAPACITY SOLAR PROJECTS AT GREAT RANN OF KUTCH AREA, IN THE STATE OF GUJARAT”

- 1.1 Gujarat Industries Power Company Limited (GIPCL) invites interested parties to participate in this Request for Proposal (this “RFP or the “Tender Documents” or the “Tender”) for bidding and selection process for **APPOINTMENT OF CONSULTANT FOR PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR DEVELOPMENT OF 1000MW+ CAPACITY SOLAR PROJECTS AT GREAT RANN OF KUTCH AREA, IN THE STATE OF GUJARAT** (the “Project”).
- 1.2 Tender Documents may be downloaded from Web site <https://www.nprocure.com> or <https://gipcl.nprocure.com> (For view, download and on-line submission) and GIPCL website <http://www.gipcl.com> (For view & download only.)
- 1.3 Tender fee & EMD shall be paid along with submission of Tender Documents. All the relevant documents of Tender shall be submitted physically by **Registered Post A.D. or Speed Post or by Hand Delivery** addressed to: **Shri A K Vaishnav, General Manager (RE Projects & IT), Gujarat Industries Power Company Limited, Post: Ranoli-391 350, Dist.: Vadodara, Gujarat**, super scribing the envelope with Tender No. and Due Date. “NO COURIER SERVICE” shall be considered for submission of Tender.

Table A: Important Dates

Sr. No.	Event	Details
i.	Date of upload of original tender (Document No. GIPCL/PMC/2022-23)	02nd Jan, 2023
ii.	Date and Time of Pre-bid Meeting /Briefing Meeting	09 th Jan, 2023 at 11:30 Hrs. This will be through online platform (Via MS Teams). Intimation /Link will be forwarded to Participating Bidder's authorized e mail address. (Bidder has to submit email address for sharing the link 3 days before Pre-Bid Meeting)
iii.	Online (e-tendering) Tender/Offer submission last date {This is mandatory}	23 rd Jan, 2023 Time: 17:00 Hours (IST) On n-procure portal for Bid Submission
iv.	Physical receipt of Bid with all the relevant documents last date (By RPAD or Speed Post or By Personal Messenger) {This is mandatory}	23 rd Jan, 2023 Time: 17:00 Hours (IST) Venue: GIPCL Corporate Office, Post: Ranoli-391350, Dist. Vadodara.
v.	Bid Validity	Offers shall be valid for a period of One Hundred and Eighty (180) days from bid submission due date.
vi.	Date of opening of Tender Fee, EMD Cover, Vendor Registration and Technical Bid Physical as well as Online opening	Internal opening by GIPCL
vii.	Opening of Financial Bid	Internal opening by GIPCL
viii.	Completion schedule	As given in the Tender document
ix.	EMD Validity	180 days
x.	Queries regarding Pre- Bid meeting	3 days before Pre-Bid Meeting (to be submitted in writing)

Note: The above-mentioned dates are subject to amendment, in which case the Bidder is requested to refer Amendments/Corrigendum.

Table B: Important Amounts

Sr. No.	Event	Amount (Rs.)
i.	Tender Fees (non-refundable) in the form of DD or Online payment as per Procedure given in Appendix-16.	Rs. 2,950 /- (2,500 plus 18 % GST)
ii.	Earnest Money Deposit (EMD) in the form of Bank Guarantee/DD or Online payment as per Procedure given in Appendix-16.	Rs.5,00,000/- (Rs. Five Lakh only)
iii.	Security Deposit cum Performance Bank Guarantee	10% of Contract Value

Note: In case of Online Payment is considered for Tender Fee or EMD, Bidder shall submit the proof of UTR No. in physical and online bid on or before last date of Bid submission.

IMPORTANT NOTE TO BIDDERS:

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

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

1. All interested parties are requested to understand this Tender in detail in order to comply with GIPCL's requirements including but not limited to the fees and deadlines, selection criteria, selection methodology, scope of work, and minimum technical standards. They shall strictly abide by ALL terms prescribed in this Tender and provide accurate information to the best of their knowledge without misleading the Owner to be considered for participation in this Project.
2. It is **mandatory** for all the Bidders to submit their Financial Bid ONLINE only via e-tendering portal.
3. **Technical Bid (Techno-commercial Bid)** to be submitted both in physical as well as soft copy (online). It is **mandatory** for all the bidders to submit their Technical Bid (Techno-commercial unpriced Bid) documents in both forms i.e. online (e-tendering) as well as in hard copy in scheduled time. Technical bid in any one form i.e. either in soft copy (online)

or in hard copy (physical form), shall not be considered. Technical Bid (Techno-commercial Bid) shall be sent in Sealed Envelopes.

Technical Bid (Techno-commercial Bid) envelop shall be super scribed as:

“APPOINTMENT OF CONSULTANT FOR PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR DEVELOPMENT OF 1000MW+ CAPACITY SOLAR PROJECTS AT GREAT RANN OF KUTCH AREA, IN THE STATE OF GUJARAT ”

4. All the envelopes shall be addressed to: Shri A K Vaishnav, General Manager (RE Projects & IT), Gujarat Industries Power Company Limited, Post: Ranoli-391350, Dist.: Vadodara, Gujarat. Complete postal address of the Bidder shall appear on all the envelopes so that it is possible to find out whose Bid it is without opening the envelope.
5. Tender Fee and EMD shall be submitted in two separate envelopes.
6. Tender fee (non-refundable) will be accepted by DD drawn in favour of Gujarat Industries Power Company Limited payable at Vadodara or Online payment as per Procedure is given as Appendix-16. Bid submitted without Tender Fee shall not be accepted. The envelope for Tender Fee should be super scribed as “Tender Fee”. **Cheques are not acceptable.**
7. Bidder(s) have to pay total EMD of as per Clause No. ii of Table B (Important Amounts) above. EMD shall be in the form of Bank Guarantee/DD in favour of “Gujarat Industries Power Company Limited” payable at Vadodara or online payment as per Procedure is given as Appendix-16. The envelope for EMD should be super scribed as “EMD”. **Cheques are not acceptable.**
8. It is mandatory for all Bidders to submit their Price Bid (Appendix-13) only through on-line (e-tendering) mode. Price Bid submitted in physical form shall not be considered for its opening and only on-line submitted price bid will be considered for evaluation. Bidders to note that Price Bid (Appendix-13) of only those Bidders shall be opened (On-line-tendering) who are found technically qualified and are found reasonably responsive to GIPCL’s Tender terms and conditions and Scope of Work.
9. Any technical/commercial query pertaining to this Tender should be referred to:
Shri A K Vaishnav
General Manager (RE Projects &IT)
Gujarat Industries Power Company Limited
Post: Ranoli-391350,
Dist.: Vadodara, Gujarat, India
Tel.: +91-265-2230182/2232768 (Extn.:4343)
Fax: +91-265-2230029
Email: akvaishnav@gipcl.com, reparak@gipcl.com
10. Bidders who wish to participate in this tender will have to procure or should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solutions-a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below.

Bidder may go through the e-tendering instruction for online Bid participation through n-procure platform for further details and guidance for participation in the tendering process through e-tendering.

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

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

Bidder may visit <https://www.nprocure.com/html/faq.asp> for information regarding e-tendering registration process.

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

Yours faithfully,

For and behalf of Gujarat Industries Power Company Limited.

(A K Vaishnav)
General Manager (RE Projects &IT)
Gujarat Industries Power Company Limited
Post: Ranoli-391350,
Dist.: Vadodara, Gujarat, India

--- End of Section ---

DOCUMENTS CHECKLIST:

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

Sr. No.	Document	Attached	For Official use
		Yes/No	
1	Complete sets of Bids (original)		
2	Signed Tender Documents in Cover-I		
3	Demand Draft of Tender Fee or Proof of Tender fee (UTR No.) if transferred through online payment mode.		
4	Enclosures of the Bid including the Covering Letter as per the format prescribed in Appendix 1: Format for Covering Letter		
5	Details of Bidder as per format prescribed in Appendix 2		
6	Details of Similar Technical Experience as per format prescribed in Appendix 3		
7	Details of qualified technical staff (Proposed to be associated with assignment) as per the format prescribed in Appendix 4		
8	Declaration of compliance as per format prescribed in Appendix 5		
9	No Deviation Certificate as per format prescribed in Appendix 6.		
10	Declaration of Bidder's relation to Directors of the Company as per format prescribed in Appendix 7.		
11	Format of Power of Attorney as Authorized Signatory as per format prescribed in Appendix 8		
12	Format of Summary of audited financial statements as per format prescribed in Appendix 9.		
13	EMD in the form of Bank Guarantee as per format prescribed in Appendix 10 (a): Format of Bank Guarantee for EMD		
14	Format of declaration of eligibility as per format prescribed in Appendix 12.		
15	Attested copy of GST Registration Certificate of Bidder.		
16	Attested copy of Provident Fund Code of Bidder.		
17	Attested copy of PAN Card for Bidder.		
18	Unpriced Copy of Price Bid Format –duly signed as per format prescribed in Appendix-13		
19	Confidentiality Undertaking as per format prescribed in Appendix-14		
20	Format of self-declaration of non-conviction by Court of Law as per format prescribed in Appendix- 17		

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21	Format for Vendor Registration as per format prescribed in Appendix-18		
22	Copy of this RFP and amendments (if any) with sign and official seal on every page		

DISCLAIMER:

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

contained in this RFP. GIPCL may, in their respective absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

- G) The issuance of this RFP does not imply that GIPCL is bound to select and short-list prequalified Bids for Bid Stage (the “Bid Stage”) or to appoint the selected Bidder, as the case may be, for the Project[s] and GIPCL reserves the right to reject all or any of the Bid or Bids without assigning any reasons whatsoever.
- H) The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the GIPCL or any other costs incurred in connection with or relating to its Bid proposal.

1 Definition and Interpretation

1.1 Definitions

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

- 1.1.1 “Applicable Law” means any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law in the Republic of India and the State Government, by any Government Authority or instrumentality thereof, whether in effect as of the date of this Contract or thereafter.
- 1.1.2 “Bid” shall mean the bid submitted by the Bidder in response to the RFP/Tender Document No “GIPCL/PMC/2022-23” issued by the Company.
- 1.1.3 “Bidder” shall mean Bidding Company or a Bidding Individual submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Individual including its successors, executors and permitted assigns severally, as the context may require;
- 1.1.4 “CEA” means Central Electricity Authority (Government of India)
- 1.1.5 “CERC” means Central Electricity Regulatory Commission
- 1.1.6 “Completion” means that the entire works have been completed as per the Scope of Work.
- 1.1.7 “Consultant/Contractor” shall mean Successful Bidder/Agency/Firm appointed to carry our work as per scope of work defined in this RFP and mutually agreed by both parties.
- 1.1.8 “Contractor” means the person(s) whose bid to perform the Contract has been accepted by the Company and is named as such the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.
- 1.1.9 “Consultant’s Equipment” means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for execution of work that are to be provided by the Consultant.
- 1.1.10 “Chartered Accountant” shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.
- 1.1.11 “CTU” means central Transmission Utility
- 1.1.12 “Day” means calendar day of the Gregorian calendar.
- 1.1.13 “DPR” Means Detailed Project Report
- 1.1.14 “Effective Date” for this Contract shall mean the date of issuance of Letter of Intent (LoI) by the Company.
- 1.1.15 “GCC” means the General Conditions of Contract hereof.
- 1.1.16 “Government Authority” means Government of India, any state government or any governmental department, commission, board, body, bureau, agency, authority, undertaking, court or other judicial or administrative body or any sub-division or instrumentality thereof, central, state, or local, having jurisdiction over the Consultant, the Facility, or the performance of all or any of the services, obligations or covenants of Consultant under or pursuant to this Contract or any portion thereof.

- 1.1.17 “GIPCL” means Gujarat Industries Power Company Limited
- 1.1.18 “Month” means calendar month of the Gregorian calendar.
- 1.1.19 “MNRE” means Ministry of New and Renewable Energy, Government of India
- 1.1.20 “PFR” means Pre-feasibility Report
- 1.1.21 “Owner” or “Company” means Gujarat Industries Power Company Limited (GIPCL)
- 1.1.22 “Project Manager” means the person appointed by the Company in the manner provided in the RFP (Project Manager) hereof and named to perform the duties delegated by the Company.
- 1.1.23 “PMC” means Project Management Consultancy which broadly comprises service of planning, designing, preparation of tender documents, review engineering, construction supervision as outlined in this RFP.
- 1.1.24 “Prudent Utility Practices” means those practices, methods, techniques and standards, that are generally accepted for use in Project Management Consultancy services taking into account conditions in India.
- 1.1.25 “PGCIL” means Power Grid Corporation of India Ltd.
- 1.1.26 “RFP document” shall mean the bidding document issued by the Company including all attachments vide RFP No. GIPCL/PMC/2022-23
- 1.1.27 “Site” means the land and other places upon which the works are to be carried out, and such other land or places as may be specified in the Contract as forming part of the Site.
- 1.1.28 “STU” means State Transmission Utility
- 1.1.29 “Subcontractor”, including vendors, means any person to whom execution of any part of the work, is sub-contracted directly or indirectly by the Consultant, and includes its legal successors or permitted assigns.
- 1.1.30 “Successful Bidder” means the bidder who has been awarded the Contract and described as Consultant for the “Project”.
- 1.1.31 “SPPD” means Solar Power Park Developer.
- 1.1.32 “WPR” means weekly progress report.
- 1.1.33 “WRLDC” Western Regional Load Despatch Centre.

1.2 Interpretations

- 1.2.1 Language: Unless otherwise agreed by the parties in writing, the parties shall use the English language and the Contract and the other Bid documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language. If any of the Contract Documents, correspondence or communications are prepared in any language other than English, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.
- 1.2.2 Singular and Plural: The singular shall include the plural and the plural the singular, except where the context otherwise requires.

- 1.2.3 Headings: The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.
- 1.2.4 Persons: Words importing persons or parties shall include firms, corporations and government entities.
- 1.2.5 Men: The word ‘Men’ in this RFP shall mean all genders i.e. male, female and others.
- 1.2.6 Entire Agreement: The Contract constitutes the entire agreement between the Company and Consultant /Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. The various documents forming the Contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the Contract documents, the matter may be referred to the Owner whose decision shall be binding on the Consultant/Contractor.
- 1.2.7 Amendment: No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party hereto.
- 1.2.8 Independent Consultant: Subject to the provisions of the Contract, the Consultant shall be solely responsible for the manner in which the Contract is performed.
- i. All employees, representatives or Subcontractors engaged by the Consultant in connection with the performance of the Contract shall be under the complete control of the Consultant and shall not be deemed to be employees of the Company and nothing contained in the Contract or in any subcontract awarded by the Consultant shall be construed to create any contractual relationship between any such employees, representatives or Subcontractors and the Company.
 - ii. Not in any case the sub-contractor shall claim or shall put any binding to the Company and the sub-contractor must be handled by the Consultant and the Company shall not be responsible for any claims at any time by the Consultant in relation to the sub-contractor.
- 1.2.9 Non-Waiver
- i. Subject to Clause 1.2.9 (ii) below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
 - ii. Any waiver of a party’s rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 1.2.10 Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

2 Introduction

2.1 About GIPCL

GIPCL (the “Company”) was incorporated in 1985 as Public Limited Company and engaged in business of Electrical Power Generation. The total present capacity of Vadodara (310 MW Gas based + 1 MW Solar + 112.4 MW Wind), Mangrol (500 MW Lignite based + 5 MW Solar + 1 MW Solar) and Gujarat Solar Park (80 + 75 MW Solar) plants is 1084.4 MW. The company is having its registered office at Post: Ranoli-391350, Vadodara, Gujarat.

The Company commissioned first power project; a 145 MW gas based Combined Cycle Power Plant in February, 1992 at Vadodara. The Company expanded its capacity and commissioned 165 MW Naphtha & Gas based Combined Cycle Power Plant at Vadodara in November, 1997 as Independent Power Producer (IPP) with Power Purchase Agreement (PPA) with GUVNL.

GIPCL commissioned 250 MW (SLPP Phase-I : 2x125 MW) Lignite based Power Plant at Nani Naroli, District Surat in November, 1999 as Independent Power Producer (IPP) with Power Purchase Agreement (PPA) with GUVNL. The Company also has its own Captive Lignite Mines at Vastan, Mangrol & Valia for Surat Lignite Power Plant. Further, SLPP Phase-II: 2 x 125 MW has been commissioned in April 2010.

GIPCL commissioned 112.4 MW Wind Power Projects in the State of Gujarat.

GIPCL is in the business of solar power since 2012 and 5 MW photovoltaic Grid connected Solar Power Plant commissioned at Vastan Mines of Surat Lignite Power Station in January 2012. GIPCL has also commissioned 1 MW Distributed Solar Pilot Project at two locations, (i) Village: Amrol, Anand and (ii) Village: Vastan, Taluka: Mangrol in month of April-2016.

GIPCL has commissioned 2x40 MW (AC) Solar PV Project in the month of August-2017 and 75 MW (AC) Solar PV Power Project in the month of June-2019 at Gujarat Solar Park, Charanka. The Company has commissioned the 100 MW (AC) Solar Project at Raghnesda Ultra Mega Solar Park, Dist. Banaskantha, Gujarat in the month of August-2021.

The Company has also been allotted land for development of a 2375 MW Renewable Energy Park near Village Khavda, Great Rann of Kutch in the Kutch district of Gujarat.

For detailed profile of company and past financial results, bidders may visit our website: www.gipcl.com.

2.2 Background about Solar Project:

GIPCL has been allocated land by Govt. of Gujarat, with a target to generate a total of 2375MW of Renewable Energy Power through Solar and/or wind. MNRE, has given in-principle approval to GIPCL (SPPD) for setting up solar park of capacity 2250 MW at Great Rann of Kutch area, near Village Khavda, Dist. Kutch (Gujarat). Out of the total 2375MW in Khavda RE Park, GIPCL intends to develop plant capacity of 1000MW+ Solar PV Generation Projects within its own RE Park over a time span of next 2-3 years.

In this context, GIPCL is desirous of engaging Consultant for Project Management Consultancy (PMC) services comprising of basic engineering, procurement and tendering strategy, Pre-Bid engineering, preparation and floating of tenders on competitive bidding process, Bid evaluation, post award review engineering, project monitoring, inspection and expediting at vendor's works, site supervision and progress and quality monitoring, supervision of erection, testing and commissioning of 1000MW+ solar projects at Great Rann of Kutch area, in the State of Gujarat.

Project Details:

Name of the Project	Development of More than 1000MW Solar capacity
Site Location	Great Rann of Kutch, near village Khavda, Dist.: Kutch, Gujarat
Nearest City	Bhuj (110 KM)
Nearest State Highway	SH 45 (1 KM)
Nearest Railways Station	Bhuj (110 KM)
Nearest Commercial Airport	Shyamji Krishna Verma Airport, Bhuj -- 120km
Indicative Coordinate	24° 3'16.03"N 69°36'43.59"E

The project site is near to India-Pakistan border and the access road to the project site has been built by R&B department of Government of Gujarat, starting from India Bridge.

3 Instruction to Bidders

3.1 General Instructions:

- 1) The current document is the request for proposal, which is issued to all the Bidders, requesting a proposal for appointment of Consultant for Project Management Consultancy (PMC) services for development of more than 1000MW capacity solar projects at Great Rann of Kutch area, Gujarat on a fixed price basis. A Consultant would be selected through competitive bidding process for execution of the Project.
- 2) The Owner expects Bidders to confirm compliance to RFP terms, conditions and specifications at the time of submission of Bids, failing which the Bids are liable to be rejected. Hence, the Bidders in their own interest are advised to submit their Bids complete in all respects conforming to all terms and conditions of this RFP.
- 3) 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.
- 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.
- 5) Bidders need to ensure that in the event the work is awarded to it, and during execution of the work, it shall not seek to alter any agreed contractual terms, conditions and specifications.
- 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.
- 7) The specification provided with this RFP outlines the functional requirement.
- 8) This 'Instructions to Bidders', in original, issued along with RFP document, shall be submitted by the Bidder along with Bid duly signed by the Bidder as the token of acceptance. Bid sent without having the prescribed RFP document and without complying with the terms and conditions of RFP shall be ignored.
- 9) Issuance of this RFP does not construe that the Bidder has been short-listed or qualified.

- 10) The Owner 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).
- 11) The Owner 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.
- 12) 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.
- 13) 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.
- 14) 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.
- 15) The Gujarat Industries Power Company Limited (GIPCL) does not bind itself to accept the lowest Bid and reserves to itself the right to accept the whole or any part of the Tender and the Bidder shall be bound to perform the same at the rate quoted in this Tender.

3.2 Pre-Qualifying Requirements (PQRs)/ Bidder's Eligibility Conditions (BECs):

Gujarat Industries Power Company Ltd invites bids on Domestic Competitive Bidding basis for HIRING OF PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES THROUGH E-TENDERING PROCESS, under single stage two envelopes system from competent agencies meeting the Bidder's Eligibility Criteria as stated in the detailed Bid Document attached.

A. Technical Criteria:

- (i) The Consultant must have experience of providing consultancy services consisting of basic and detailed engineering and project management services for large scale grid connected Solar PV Projects of Minimum capacity of 40 MW and above of a single project and experience of providing consultancy for 200 MW of Solar PV project(s) cumulative capacity as on date of Bid submission in last 7 years.
- (ii) The bidders as on date of Bid submission, must have adequate qualified and experience personnel in their team.

Following Key Personal CV should include as part of Bid for evaluation.

APPOINTMENT OF CONSULTANT FOR PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR DEVELOPMENT OF 1000MW+ CAPACITY SOLAR PROJECTS AT GREAT RANN OF KUTCH AREA, IN THE STATE OF GUJARAT

Sr	Designation/Role	Minimum Basic Qualification	Area of Expertise/past experience	Remarks
1	Team Leader	BE/B.Tech from Civil/ Elect. Discipline from reputed University	Min 15 years+ experience in engineering /consultancy/relevant industry out of which minimum 5 years association and experience in Consultancy of Solar Power Projects of large scale ≥ 75 MW in last 7 years.	
2	Procurement & Bidding advisor/expert	BE/B.Tech/MBA	Min 15+ years experience on Procurement and Bidding strategy, market analysis for Solar Bids and advisory services for cost effective competitive bidding in an open tender.	Experience of SECI, State Utility Solar Project Bidding preferred. Bidder can avail service of outside expert for this specific role.
3	Civil Engineering (Team Member)	BE/B Tech (Civil)	Min 10+years of Experience in designing large green field infrastructure projects. Experience includes design and engineering of foundation of various equipments of electrical substation, Road, Drain, Bund, office building etc.	
4	Electrical Engineering (Team Member)	BE/B Tech (Electrical)	Min 10+years of Experience in designing & engineering of 33V or higher capacity substation, Transmission line, Knowledge of Power system design, latest technical requirement for Connectivity as per CEA regulation and CTU connectivity norms, (AC/DC), HT/LT supply with protection is must.	
5	Planning and Contracts Manager (Team Member)	MBA /Degree / Diploma in Contracts Management / Degree in Engineering any discipline	Minimum 10+ years of experience in executing projects in Solar Park or Solar Project or any Infrastructure project or Industrial Park.	

6	Control & Instrumentation	BE/B Tech (Instrumentation & Control/ Electronics & Communication)	Minimum 10+ years of experience in executing projects in Solar Park or Solar Project or in Power Plant	
7	Construction Manager	BE/ B.Tech. from Civil/ Elect. Discipline from reputed University	Min 10+ Years of experience in site supervision, executing projects in Solar Park or Solar Project or any Infrastructure project or Industrial Park	

B. Financial Criteria:

- 1) Must have a positive net worth on date of submission of Bid
- 2) Must have average annual turnover of Minimum Rs. 05 crore or more in last three financial years. In case Bidder do not have Audited financial report, they shall submit the Chartered accountant Certificate for financial criteria.

C. Other Criteria for Qualification:

- i. The Tender of only those Bidders will be considered who will produce documentary proofs, self-attested to meet the following requirements: The Bidders to have GST No., valid Proof of Permanent EPF account No. and ESI registration No. (if applicable).
- ii. A self-attested certificate from the Bidder to the effect that the Bidder is not blacklisted/banned/de-listed/debarred from any Public Sector undertakings of Central Govt./ State Govt. /SEBs / Corporations/ GIPCL/ GUVNL / GETCO etc.
- iii. The experience of the bidder for Project Management Consultancy services as per above requirement must be of their own and not with the support of another party/parent company/subsidiary /partner firm/ group firm/ back-up consultant etc.
- iv. Bidder shall furnish necessary documentary evidences i.e. copy of work orders, copy of completion certificates and all other necessary documents to ascertain the stipulated qualification criteria. In the absence of such requisite documents, GIPCL reserves the right to reject the bid without making any reference to the bidder.
- v. The Bidder shall ensure that all the information, facts & figures, data provided in the bid are accurate and correct.GIPCL reserves the right to confirm / verify any data or information through their own sources.
- vi. The Bidder shall furnish documentary evidence by way of copies of Contract / Purchase Order, CV/Resume of Team Members 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.

- vii. 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.
- viii. While evaluating the Bids, GIPCL shall also take into account past experience of work execution by Bidder for GIPCL 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. GIPCL's decision regarding the same shall be final & binding to the bidder.
- ix. GIPCL also reserves right to reject or disqualify any bidder at any stage considering its overall performance in past project (s) executed for GIPCL based on reasonable grounds/ reasons for such rejection/disqualification. GIPCL shall be under no obligation to inform the affected Applicants of the rejection and / or ground for rejection.
- x. GIPCL is not bound to award work to Lowest Quoted (L1) or Highest Rank Bidder emerging out of the Bid evaluation. GIPCL decision to choose the Bidder based on selection criteria and its own interest shall be final and binding to the Bidder.
- xi. Bids submitted with conditionalities, without "No Deviation" Form as stipulated in GIPCL tender will not qualify for Techno Commercial eligibility and acceptance and further evaluation.

The Bidder should meet all the above eligibility criteria as on the bid due date. The bids of only those bidders, who meet the Bidder's Eligibility Criteria, will be considered for further evaluation.

Notwithstanding anything stated above GIPCL reserves the right to verify all statements/information submitted to confirm the Bidders claim on experience and to assess the Bidders capability and capacity to perform the contract should the circumstances warrant such an assessment in the overall interest of the project. GIPCL will do performance evaluation and necessary due diligence of the Bidders, based on feedback including Owner/user feedback, site visits of completed Projects & ongoing Projects to ascertain capacity and capability of the Bidder. GIPCL's decision in this regard shall be final and binding to the Bidder without any demur.

Further, notwithstanding the above, GIPCL reserves the right to accept or reject any BID and to annul the process of submission of BID and reject all or any BID, at any time without assigning any reason thereof. GIPCL shall not in any way be responsible or liable for any loss, damage or inconvenience caused to the bidders on account of the rejected bids. GIPCL shall be under no obligation to inform the respective bidder(s) of the rejection and / or ground for rejection

Notwithstanding anything stated above, GIPCL reserves the right to assess the bidders' capability and capacity to perform the consultancy services under this assignment in the overall interest of the Project.

3.3 Local Conditions:

- 1) The Bidder is advised to visit and examine the site conditions, location, surroundings, climate, entry permission, availability of power, water and other utilities for performance of work, 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) The Bidder and any of its personnel or agents shall be granted permission by the Owner to enter upon its premises (BSF permission shall be taken by Bidder) 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 Owner and its personnel and agents from and against all liability in respect thereof and shall be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen.
- 3) Failure to visit the Site or failure to study the RFP document shall in no way relieve the successful Bidder from furnishing any material/Services or performing any work in accordance with the RFP document.
- 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 Industries Power Company Limited (GIPCL) under the Scheme.
- 5) The Bidder must conduct its own inspection of the proposed 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.
- 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 Owner;
 - 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 work 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.

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

3.4 Local Regulatory Frame Work:

- 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 Owner shall not entertain any request for clarification from the Bidder, regarding such local conditions.
- 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 Owner and that neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner.

3.5 Clarifications to Tender Document:

A Bidder requiring any clarification of the Tender documents may notify GIPCL in writing or by facsimile or by e-mail to GIPCL's contact as mentioned in Table-A of NIT:

Shri A K Vaishnav
Post: Ranoli-391350,
Dist.: Vadodara, Gujarat, India.
Tel.: +91-265-2230182 /
+91-265-2232768 (Extn. 4343)
Fax: +91-265-2230029
Cell: +91-9909035326

E-mail: akvaishnav@gipcl.com, reparak@gipcl.com

3.6 Amendments to Tender Document:

- 1) GIPCL 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, GIPCL at its discretion, may extend the deadline for the submission of Bids.

3.7 Acceptance of Bids:

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

3.8 Withdrawal of Invitation to Bid:

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

3.9 Representative/ Agent of Bidder:

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, GIPCL shall not accept any responsibility.

3.10 Financial Proposal and Currencies:

The Bidders shall quote the prices inclusive of all the taxes, while also providing the breakup of taxes as mentioned in Appendix-13 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

- 1) EMD shall be in the form of Bank Guarantee/DD or online payment as per procedure given in Appendix-16.
- 2) The validity of EMD shall be as mentioned in NIT.
- 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 GIPCL desiring to award the work to the said Bidder. GIPCL 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
- 4) The Owner 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 returned after submission of the performance bank guarantee.
 - EMD of the unsuccessful bidders shall be released after releasing the EMD of the Successful Bidder.
- 5) The EMD shall be forfeited and appropriated by GIPCL as per the discretion of GIPCL as genuine, pre-estimated compensation and damages payable to GIPCL for, inter alia, time, cost and effort of GIPCL without prejudice to any other right or remedy that may be available to GIPCL 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 15 days from the issue of LoI – (a) acceptance of LOI 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.
- 6) The Successful Bidder shall furnish the following Bank Guarantees:
Security Deposit cum Performance Bank Guarantee (SD/PBG) as per the format given in Appendix 10 (b): Format of Bank Guarantee for Security Deposit/ Performance Bank Guarantee shall be furnished in favour of Gujarat Industries Power Company Limited (GIPCL). The Successful Bidder shall submit Security Deposit cum Performance Bank Guarantee of 10% of Total LoI Price, within two weeks after issuance of LOI. The validity period of PBG should be for a total period up to Thirty-Six (36) months from the date of LoI.

3.12 Right to Accept or Reject any or all Bids

- 1) Notwithstanding anything contained in this Tender, the Owner 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.
- 2) The Owner reserves the right to reject any Bid and appropriate the EMD if:
 - a. at any time, a material misrepresentation is made or uncovered, or
 - b. The Bidder does not provide, within the time specified by the Company, the supplemental information sought by Company for evaluation of the Bid.
- 3) Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Successful Bidder gets disqualified / rejected, then the Owner reserves the right to:
 - a. select the next Bidder with the Lowest Bid Value as the Successful Bidder; <or>
 - b. Take any such measure as may be deemed fit in the sole discretion of the Owner, including annulment of the bidding process.
- 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 Consultant 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 the Owner to the Consultant, without the Owner being liable in any manner whatsoever to the Bidder or Consultant, as the case may be. In such an event, the Owner shall forfeit and appropriate the bank guarantees without prejudice to any other right or remedy that may be available to the Owner.

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

--- End of Section ---

4 Submission of Bid

4.1 General terms

- 1) A Bidder is eligible to submit only one Bid for this RFP. A Bidder shall not be entitled to submit another Bid either individually or in a Consortium, as the case may be.
- 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.
- 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) The Bidder shall submit a power of attorney as per the format at "Appendix 8: 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.
- 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 Owner, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
- 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.
- 7) Bidder shall note that the Price Bid of only those Bidders shall be opened who are found technically qualified and responsive to GIPCL's Tender terms and conditions including but not limited to Scope of Works.

4.2 Format and Signing of Bid

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

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

4.3 Sealing and Marking of Bid

- 1) The Bid of the Bidder shall be contained in one (1) single “Main” Envelope.
- 2) The Main Envelope shall contain two (2) Envelopes as follows:
 - “Original” Envelope;**
 - “Pendrive” Envelope.**
- 3) The “Original,” Envelopes shall contain the following Envelopes:
 - Cover-I: Signed Copy of the Tender Document(s)
 - Cover-II: Enclosures of the Bid
 - Cover-III: Proof of EMD; and Tender Fee
 - Cover-IV: Financial Proposal unpriced and duly signed and stamped
- 4) The “Pen drive” Envelope shall contain one (1) no. of Pen drive containing the following folders with the same information submitted in the Original Envelope:
 - Cover-I: Signed Copy of the Tender Document(s)
 - Cover-II: Enclosures of the Bid
 - Cover-III: Proof of EMD and Tender Fee
 - Cover-IV: Financial Proposal unpriced and duly signed and stamped
- 5) All original attested Tender Documents, Bid Enclosures, EMD and Tender Fee, and Financial Proposal (unpriced) shall be contained in the “Original” Envelope.
- 6) All soft/ scanned copies of the original attested Tender Documents, Bid Enclosures, EMD and Tender Fee shall be contained in the Pendrive in an appropriately organized manner as in the physical copies, and enclosed in the “Pendrive” Envelope.
- 7) **IMPORTANT: THE COPY OF THE FINANCIAL BID SHALL NOT BE INCLUDED IN THE CDS/PENDRIVE.**
- 8) Envelopes shall be clearly marked as “Original,” and “Pendrive”.
- 9) The content of documents uploaded on e-Procurement portal and hard copies submitted should be same and in case of any discrepancy all documents uploaded on e-Procurement portal shall stay valid.

4.4 Enclosures of the Bid

- 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 GIPCL as per the provisions in this Tender.
- 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.
 - c. Attested copy of GST Registration Certificate and PAN card of Bidder.
 - d. Attested copy of Provident Fund Code of Bidder.
 - e. Details of similar technical experience of the Bidder as per format prescribed in Appendix 3: Format of Details of Similar Technical Experience.
 - f. Details of qualified technical staff as per format prescribed in Appendix 4: Details of qualified technical staff
 - g. Declaration of compliance as per format prescribed in Appendix 5
 - h. No Deviation Certificate as per format prescribed in Appendix 6.
 - i. Declaration of Bidder’s relation to Directors of the Company as per format prescribed in Appendix 7.
 - j. Format of Power of Attorney as Authorized Signatory as per format prescribed in Appendix 8
 - k. Format of Summary of audited financial statements as per format prescribed in Appendix 9.
 - l. Format of declaration of eligibility as per format prescribed in Appendix 12.
 - m. Format for Confidentiality undertaking as per format prescribed in Appendix-14
 - n. Format of Self-Declaration of Non-Conviction by Court of Law Appendix-17
 - o. Format for Vendor Registration as per format prescribed in Appendix-18
- 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) 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 13: Format for Price schedule.
- 5) All Bid documents shall be placed in hard binding and the pages shall be numbered serially. Each page thereof shall be initialed in blue ink by the authorized signatory.
- 6) All envelopes in the Bid Documents shall be sealed. The outer envelope shall clearly bear the following identification:

Outer Envelope

“Tender Bid Document for APPOINTMENT OF CONSULTANT FOR PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR DEVELOPMENT OF

MORE THAN 1000 MW CAPACITY SOLAR PROJECTS AT GREAT RANN OF KUTCH AREA, IN THE STATE OF GUJARAT”.

Cover-I shall bear the following identification:

“Cover-I: Signed RFP Document for APPOINTMENT OF CONSULTANT FOR PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR DEVELOPMENT OF MORE THAN 1000 MW CAPACITY SOLAR PROJECTS AT GREAT RANN OF KUTCH AREA, IN THE STATE OF GUJARAT”.

Cover -II shall bear the following identification:

“Cover-II: Enclosures of the Bid for APPOINTMENT OF CONSULTANT FOR PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR DEVELOPMENT OF MORE THAN 1000 MW CAPACITY SOLAR PROJECTS AT GREAT RANN OF KUTCH AREA, IN THE STATE OF GUJARAT”.

Cover -III shall bear the following identification:

“Cover-III: EMD and Tender fees of the Bid for APPOINTMENT OF CONSULTANT FOR PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR DEVELOPMENT OF MORE THAN 1000 MW CAPACITY SOLAR PROJECTS AT GREAT RANN OF KUTCH AREA, IN THE STATE OF GUJARAT”.

Cover -IV shall bear the following identification:

“Cover-IV: Financial Proposal (unpriced but duly signed and stamped) for the Bid for APPOINTMENT OF CONSULTANT FOR PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR DEVELOPMENT OF MORE THAN 1000 MW CAPACITY SOLAR PROJECTS AT GREAT RANN OF KUTCH AREA, IN THE STATE OF GUJARAT”.

- 7) 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.
- 8) Each of the envelopes shall be addressed to:

ATTN:

Shri A K Vaishnav
General Manager (RE Projects & IT)
Gujarat Industries Power Company Limited
Post: Ranoli-391350,
Dist.: Vadodara, Gujarat, India
Tel.:+91-265-2230182/2232768 (Extn. 4343)
Fax:+91-265-2230029
Email: akvaishnav@gipcl.com, reparak@gipcl.com

- 9) 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.

- 10) Bids submitted by fax, telex, telegram, e-mail/courier shall not be entertained and shall be rejected.

4.5 Bid Due Date

- 1) Bids should be submitted before the Deadline for Submission of Bid as specified in NIT.
- 2) GIPCL 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.

4.6 Late Bids

Bids received by the Owner 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 treated as the scheduled prescribed day of closing/opening of the Bid.

4.7 Confidentiality

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.

4.8 Correspondence with the Bidder

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

4.9 Bid Opening and Evaluation

- 1) The Owner shall open, examine and evaluate the Bids in accordance with the provisions set out in this RFP document.
- 2) To facilitate evaluation of Bids, the Owner may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

4.10 Tests of Responsiveness of Bid

- 1) Prior to the detailed evaluation, GIPCL 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. GIPCL's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 2) If the Bid is not substantially responsive, it will be rejected by GIPCL and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

- 3) GIPCL will evaluate and compare Bids which have been determined to be substantially responsive.
- 4) A Bid shall be considered responsive only if:
 - a. it is received in the manner prescribed in this RFP
 - b. it is accompanied by the requisite Tender Fee and EMD;
 - c. it is received with all the Enclosures of the Bid as prescribed in the Clause 4.4
 - d. its Enclosures are received as per the formats (without any change/alteration/deletion/omission etc.) specified in Appendices as well as the Tender;
 - e. it contains all the information (complete in all respects) as requested in this Tender (in the same formats as specified);
 - f. it complies with all the terms, conditions and provisions specified in this Tender; and it does not contain any conditions or deviations
- 5) The Owner 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 Owner in respect of such Bid.

4.11 Modification and Withdrawal of Bids

- 1) In case any clarifications are sought by the Owner 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.
- 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.

4.12 Bid Evaluation Criteria and Methodology

- (i) The entire Bid shall be evaluated based on Quality Cum Cost Based System (QCBS) methodology as prescribed in subsequent clauses:
- (ii) GIPCL 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.
- (iii) In no case, a Bidder shall have the right to claim to be the Successful Bidder for its Bid.
- (iv) Evaluation of both Techno-Commercial (un-priced) bids and priced bids shall be done separately.
- (v) After Techno-Commercial (un-priced) bid evaluation the qualified Bidder(s) shall be invited for the Presentation.

- (vi) Price Bids of only techno-commercial acceptable bids shall be considered for further evaluation.
- (vii) After, meeting Eligibility Criteria (PQR), Responsiveness, Preliminary scrutiny of the Bid, the Technical Bid Evaluation shall be carried out Selection of successful bidder shall be done as below:
- The Bid evaluation shall be first on Technical Score of max 100, based on various scoring criteria outlined at Table.
 - Technical Bid: Maximum score: 100 (X). Refer Table Below for Technical score assignment
 - Price Bid: Maximum Score :100(Y)
 - Lower Quoted Price Bidder will be assigned Score of 100 and rest in ratio of their respective quoted Price with L1.
 - Final Evaluated Score for ranking will be 80% weightage of Technical Score (X) and 20% weightage of Price Score (Y) as follows:
 - Final Evaluated Score (Z) for ranking f Bidders:

$$Z= 0.8 X+0.2 Y$$

Table: Technical Score (X) Assignment

Sr	Evaluation criteria	Marks
A	Work Experience	30
B	Specific Nature of Work	5
C	Manpower & Organisational strength	10
D	Financial Turnover	5
E	Presentation to GIPCL	50
	Total	100

Break Up of assigning Points/score against Technical Bid Evaluation Criteria

A	Work Experience (Last 7 years)	30
(i)	=>1000 MW Solar PV Projects	30
(ii)	=>500 <1000 MW Solar PV Projects	20
(iii)	=>100<500 MW Solar PV Projects	10
B	Specific Nature of Work (last 7 Years)	5
(i)	Successful Bidding experience of Separate PV Module & BoS Package Tendering	5
C	Manpower and Organizational strength(On roll)	10
(i)	Excellent	10

(ii)	Very Good	8
(iii)	Average	3
(iv)	Below average	0
	All required licence softwares, office set up + Staff >200	Excellent
	All required licence softwares, office set up + Staff 100-200	Very Good
	All required licence softwares, office set up + Staff <100	Average
D	Financial turnover (avg. last 3 years)	5
(i)	>25 Cr	5
(ii)	<25 Cr >10 Cr	3
(iii)	<10 Cr	2
E	Presentation to GIPCL	50
	Total Technical Score (Max)	100

Note:

- a) Bidders must clearly submit a covering letter stating which Work order (WO) / CC (Completion Certificate) to be considered for which clause.
- b) Only WO/CC of PMC or Owners' Engineer will be considered. WO/CC of Due Diligence, Third Party Inspection or preparation of DPR or PFR will be rejected.
- (viii) Illustration Table for Understanding Evaluation Methodology and score assignment
- a) Suppose Bidder A, B C have following respected evaluated technical score with their quoted Price in the Price schedule:

Bidder	Assigned Technical Score (X) by GIPCL	Quoted Price for 600MW Capacity (Phase-1) inclusive of taxes by Bidder (after any Financial Loading if applicable)	Bidder Rank on Quoted Price	Quoted Price ratio for assigning score Y w.r.t L1*
A	70	100000	L1	1
B	90	125000	L2	0.8
C	80	150000	L3	0.67

*Rounded off up to 2 Decimal

- b) Working to arrive at Price Score (x2):

Bidder	Assigned Technical Score by GIPCL	Assigned Price Score by GIPCL
	X	Y
A	70	100
B	90	80
C	80	66.67

- c) Working to arrive at Final Score (X):

The Final score “X” shall be worked as follows:

Bidder	Assigned Technical Score by GIPCL	Assigned Price Score by GIPCL	Final Evaluated Score Z	Final Evaluated Rank
	X	Y	$Z = 0.8 * X + 0.2 * Y$	
A	70	100	76.00	3
B	90	80	88.00	1
C	80	66.67	77.33	2

- (ix) All eligible Bidders shall be required to make presentations, before opening of Financial Proposals, to demonstrate their credentials based on eligibility criteria as per RFP along with the following and to submit signed hard/scan copy during the presentation –
- Brief company profile, local presence, associates, major clients and projects etc.
 - Experience of rendering services as a firm for PMC work.
 - Understanding of assignment along with methodology indicating broad scope of work
 - Work plan and roadmap of said work
 - Proposed key personnel along with team leader and manpower commitment. The time and venue for the presentation shall be intimated to the Bidder.
 - The Bidders will have to quote two prices in their Bid as per Format.
 - (i) For 600 MW Solar PV Project (Phase-1)
 - (ii) for Additional 600 MW Solar PV Project (Phase-2) (The exact capacity will be finalized based on actual capacity finalized after Bidding & projects won/awarded)

For Bid evaluation purpose, Bids will be evaluated for total price quoted for (i) +(ii) i.e. 1200 MW. However, initial order will be placed for only 600 MW. Balance will be placed depending on the final additional capacity decided. The price of the same shall be decided on prorata MW basis based on the price quoted for additional 600 MW. The price of Phase-2 shall be valid for 12 months from the last date of Bid submission.

4.13 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Owner 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 Owner and/ or their employees/ representatives on matters related to the Bids under consideration.

4.14 Employment of Officials/ Ex-Official of the Owner

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

4.15 Declaration on Bidder's Relation to Directors

The Bidders are required to certify in prescribed format Appendix 7: 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.

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

- 1) After selection of the Successful Bidder, a Letter of Intent(s) (the “LoI”) shall be issued, in duplicate, to the Successful Bidder. The Successful Bidder shall not be entitled to seek any deviation from the Contract, as may have been amended by GIPCL prior to the bid submission date.
- 2) The Successful Bidder shall acknowledge the LOI and return duplicate copy with signature of the authorized signatory of the Successful Bidder to GIPCL within Ten (10) days of issue of LOI
- 3) On issue of the LoI by the Company, Authorised representative of the Successful Bidder shall submit the performance Bank Guarantee within the stipulated time.

4.17 Security Deposit

- 1) Security Deposit/ Performance Bank Guarantee in the form of Bank Guarantee (PBG) as per the format given as Appendix 10(b) shall be furnished in favour of Gujarat Industries Power Company Limited. The Successful Bidder shall submit Security Deposit/Performance Bank Guarantee of 10% of the Total LoI Price, within two weeks after issue of date of LOI, initially validity period of PBG should be for a total period up to Thirty-Six (36) months from the date of LOI. PBG shall be returned only after successful completion of entire work (as specified in the scope of work) to the satisfaction of the Owner and acceptance of LoI for next Phase. No interest is payable on PBG amount.
- 2) The bank guarantee by the Consultant will be given from bank specified in Appendix 11: List of Banks (for Bank Guarantee) only. BG of any other Bank will not be treated as valid BG.
- 3) The PBGs shall be liable to be encashed wholly or partly at the sole discretion of the Owner, should the Consultant either fail to execute the work within the stipulated period or fail to fulfil the contractual obligations or fail to settle in full his dues to the Owner. In case of premature termination of the contract, the PBG will be encashed and the Owner will be at liberty to recover the loss suffered by it from the Consultant.

- 4) The Owner is empowered to recover from the PBG through invocation of PBG for any sum due and for any other sum that may be fixed by the Owner as being the amount or loss or losses or damages suffered by it due to delay in Performance and/or non-performance and / or partial performance of any of the conditions of the contract and / or non-performance of guarantee obligations.
- 5) PBG of the each phase to be submitted on acceptance of LoI for the respective phase. On acceptance of LOI of next phase and submission of PBG for corresponding phase, PBG for phase for which work is completed will be released. (i.e. If consultant has submitted PBG for Phase-1, then the PBG of the same will be released after completion of Phase-1 and submission of PBG for Phase-2, if phase-2 is awarded to the consultant).

4.18 Fraudulent Practices

- 1) The Bidders may please note that the Owner 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 Owner's office for making such inquiries.
- 2) Any effort by a Bidder to influence the Owner on the Bid evaluation, Bid comparison or Contract award decision may result in the rejection of the Bidder's Bid.

--- End of Section ---

5 Scope of Services

5.1 The Brief Description of the Project:

GIPCL is already developing 2375MW of Renewable Energy park having facilities to be made available like Park approach roads, 400/33kV Power Evacuation system, Desalination plant etc. Within this RE Park GIPCL would like to develop more than 1000MW capacity of Solar Generation plant which shall be connected with Pooling substation (s) of RE Park 400/33kV. The Solar Project(s) shall be connected up to 33kV level of Pooling substation (which is under implementation stage).

Gujarat Industries Power Company Limited intends to implement more than 1000 MW Capacity solar project Park and the brief scope of work covers:

- A. Preparation of Procurement strategy to have lower solar project cost.
 - B. Preparation of Detailed Project Report (DPR) for the final decided capacity/ configuration etc. (For Financial Institutions)
 - C. Co-ordination and interaction with RE park PMC agency (already appointed by GIPCL) for Basic engineering if required. GIPCL will facilitate the co ordination wherever required.
 - D. Pre-Bid Engineering services including but not limited to Preparation of Tender document for finalization of EPC contractor. The final tendering and philosophy and procurement strategy will be decided by GIPCL in consultation with succesful Bidder to either opt for EPC or to split in packages of PV Modules, BoS etc. Bidder consider their efforts for any of the tendering philosophy adopted and quote accordingly.
 - E. Evaluation of Bid Documents and recommendation.
 - F. Post Bid review Engineering Services (Post EPC Award of Contract.)
 - G. Construction site supervision services
 - H. Inspection and Expediting services
1. Review of RE Park DPR, related studies like Geo technical Investigation and site survey report, Hydrology report, published RE park tender documents, finalized evacuation scheme etc
 2. Review of all applicable policies for development of Solar PV project within a MNRE approved UMREPP Solar Park connected with ISTS network
 3. Review of applicable scheme of MNRE, supply chain analysis of available domestic manufacturing capacity for solar cell and modules in project targeted timeline,
 4. Suggest different procurement modalities for setting up Solar Project with domestic cell and modules with relative merits and de-merits based on GIPCL specific project time lime and execution plan

5. Suggest ways and means to optimize EPC Cost and final levelized cost of electricity from Khavda RE park including technology selection, bidding methodology and key techno-commercial conditions of the tender packages.
6. Preparation of Design concept note for tender packages
7. Consultant shall undertake preliminary surveys of the Project site(s), Project equipment requirement, Project costing, etc. to determine the basic matrices to establish the Project. The survey shall include key elements such as radiation, accessibility, soil condition analysis, power evacuation, other infrastructure, solar electricity generation estimation, preliminary economic analysis, social impacts and so on.
8. Consultant shall prepare Procurement strategy to have lower project cost including plot / project size etc..
9. Consultant shall develop appropriate financial model(s) to analyze cost economics of the Project to determine financial parameters such as tariff and other financial terms for successfully establishing the Project for GIPCL.
10. Consultant shall assist GIPCL with other requirements, within reasonable means in terms of cost and efforts, to secure establishment of the Project.
11. Consultant shall prepare EPC Tender Documents, technical specifications and other documents necessary for finalization of EPC Tender, attending Pre-Bid meeting, preparation of replies/clarifications against Bidder's queries, review of amendment to the EPC Tender, Bid Evaluation, Submission of recommendation report and finalization of EPC Contractor.
12. Consultant shall recommend the critical parameters for evaluation of the Bids to GIPCL including but not limited to technical and financial qualification criteria and Bid evaluation parameters.
13. Consultant shall assist GIPCL to process the Bids, for selection of the EPC Contractor(s) through appropriately scrutinizing and evaluating the Bids.
14. Under PMC, Consultant shall review the drawings/ designs/ specifications of the Successful EPC Contractor(s) as per applicable technical standards/codes, ensure appropriate compliance in terms of safety and performance, depute its engineers at the Project site, and monitor the development of the Project in reasonable details to ensure successful completion of the Project(s) in terms of time and quality. Consultant may also visit the facilities of the suppliers of the EPC Contractor in order to ensure quality and timely supply of material for the Project, wherever necessary.
15. Consultant shall depute skilled Engineers from various disciplines from time to time for Supervision, Coordination etc at Project Site for erection and commissioning.

16. Consultant shall inspect the Project installations by the Successful EPC Contractor and upon finding the installations satisfactory, shall certify the installations and proceed with the commissioning of the Project.
17. Consultant shall certify the the amount of work satisfactorily completed as per contractual obligations by the EPC Contractor and recomemnd GIPCL in release of payments due as per agreed milestone.
18. Consultant shall provide technical assitance to t GIPCL wherever necessary follow-up with various Statutory and Non-statutory agencies at State level as well as Central level for successful implementation of the Solar Project. Provide required technical inputs related to project to comply with any query raised either on DPR or any documents originally prepared by Bodder for the proeject and submitted to tautory/govt agency.
19. Consultant to carry out /arrange design & engineering review and approval for all drawings & documents for the Project, including Civil and Structural drawings/documents. Consultant shall attend meetings with EPC Contractors as per requirements of GIPCL.
20. Preparation of Standard Operating Procedures.
21. Consultant shall assist GIPCL in preparation of detailed item wise quality assurance and inspection plan jointly with Successful EPC contractor.
22. Consultant shall perform all the necessary activities as per requirements. Accordingly any reworks/repetition of activities, if required to be done for any unforeseen reasons up to PG Test, are also to be done by Consultant without any financial implication to GIPCL.
23. Submit As Buil drawings of its own issued and certify EPC Contrcatpor's As Buit drawings o completion fo the project.
24. Consultant shall prepare and submit Contrcat Closing document including any anylisis and recommendation on time Extention, waiver/imposition of Liquidated Damages tec based on agreed contract terms.
25. Consultant may be asked to carry out the inspection of material at manufacturer's works.
26. Any other work which is not specified above but necessary for successful execution & implementation of more than 1000 MW (AC) Solar PV Project.

The Consultant will arrange/ all the possible remedial solution for successful completion of the project which are not discussed elsewhere due to lack of knowhow of the project proponent. The broad scope of services of consultant for development of Solar Park and Installation of Solar Power Project is as under:

5.2 The Brief and Broad Scope of Services:

The Project Management Consultant (PMC) is being appointed for executing the project right from Design to Commissioning & project closeout on total and single point responsibility

basis. This section is to be read in conjunction with "Scope of work" mentioned in this section and other RFP terms and conditions. The scope of work of the PMC is broadly defined under the following heads but not limited to:

1.	Review & study of existing RE Park documents.
2.	Preparation of over all Procurement strategy including finalization of plot size to have lower project cost.
3.	Design & Detailed Engineering of various works required for development of solar projects.
4.	Carryout all necessary calculations and conduct all appropriate design procedure and analysis, as required, to optimize the sizing and selection of the equipment and specification of materials.
5.	Prepare overall design basis for each work.
6.	Preparation of item-wise cost estimate for each Material Requisition and Tender, Conduct e-tender in process for each work.
7.	Planning & Scheduling.
8.	Identify all the interface points / battery limits and incorporate them on relevant drawings and documents.
9.	Review and approval of design / drawings / documents submitted by vendors / contractors / suppliers.
10.	The consultant shall provide all technical documents for liaison assistance with statutory authorities like CEA, CTUIL, PGCIL, CERC, WRLDC, POSOCO, R&B, SPCB (State Pollution Control Board), Forest authorities, irrigation, CCOE (Chief Controller of Explosives), COE communing & electricity MNRE, etc. for obtaining various statutory permissions.
11.	Preparation of Tender Documents for identified packages, evaluation of un- priced and price bids, recommendation for award of Letters of Intent, Work Orders / Purchase Orders, Contract Documents / Agreements, Purchase Requisitions (PR's).
12.	Inspection / Expediting of equipment's / materials being Manufactured by vendors including contractor-supplied items. (as and when required)
13.	Management of Construction Stores and Stores Accounting.
14.	Construction Management & Supervision
15.	Quality Assurance and Quality Control.
16.	Supervision of Project Commissioning.
17.	Review and approval of 'As-Built Documents / Drawings'.
18.	Project Cost Control, Management & Monitoring.
19.	Construction supervision including certification of contractor's bills.
20.	Single point Co-ordination with other works PMC agencies and respective contractors
21.	Risk Management of the Project along with detailed Risk Analysis. The Risk Management Plan (RMP) & Disaster Management Plan (DMP) are also to be prepared by the Consultant.
22.	Health & Safety Management.
23.	Project closeout.
24.	Review and report of Defect liability Period and issuance of specific work closer

5.3 The Detailed Scope for Project Management Consultant:

- (i) Preparation of Procurement Strategy and Recommendation:
- (ii) Preparation of Detailed Project Report
- (iii) Preparation of RFP and Bid Evaluation
- (iv) Post Award Engineering
- (v) Interface Engineering and co ordination
- (vi) Preparation and design/drawings, documents for connectivity approval and required as per Grid Authority/Grid Code.

The Broad details for above is as follows;

(i) **Preparation of Procurement Strategy and Recommendation:**

The consultant shall Prepare the detailed procurement plan/ strategy in consultation with GIPCL to have lower EPC cost. The strategy includes but not limited to study market condition for supply of PV module, nos. of EPC contractor for BoS/PV Module, Guide management for nos. of packages for development of Solar project etc.

(ii) **Pre-Bid Engineering Services:**

This broadly covers:

- a) Preparation of complete bid document(s) (RfP) with Qualifying Criteria and meetings with GIPCL to finalize RFP documents.
- b) Participation in pre-Bid Conference and reply to Pre-Bid queries & issue clarifications in consultation with GIPCL.
- c) Assistance in Bid evaluation, clarification
- d) Review & Vetting of Bid Evaluation report.

The brief description of scope envisaged under various Pre–Bid Engineering stages is described below:

- i. **Preparation of Bid Documents (RFPs):** Engineering Consultant has to ensure that the RFPs Documents includes all required details for successful implementation of more than 1000MW capacity solar Project.

ii. **Pre-Bid Conference & Issue of Bid Clarification,**

The scope under this covers:

- The Engineering Consultant shall attend pre-bid meetings and help GIPCL in replying the queries raised by prospective bidders/GIPCL against respective tender’s specifications / bids.

- The Engineering Consultant shall prepare reply to pre-bid queries and furnish clarification/additional details in consultation with GIPCL.

iii. Bid Evaluations & Contracts Awarding:

- The Engineering Consultant shall assist in evaluation of the bids received from the Bidders, issue of clarifications; participate in detailed bid discussions with the Bidders for obtaining required clarifications
- Assist in Bid Evaluation and submit Bid Evaluation Report to GIPCL with recommendation.
- If required, the Engineering Consultant shall participate in the discussion with the bidders during negotiations for finalization of the contract.
- Engineering Consultant shall review draft contracts prepared by GIPCL and offer comments if any.
- Engineering Consultant shall assist GIPCL in preparation of contract documents along with all Annexure based on the agreed /modified Terms of the contract.

iv. Other terms & conditions, scope of work to be considered in Pre-Bid Engineering

- Engineering Consultant shall finalize techno-commercial qualifying criteria mentioned in consultation with GIPCL
- Engineering Consultant shall along with Qualifying criteria submit GIPCL back up data of similar Projects already in operation
- Engineering Consultant shall review the Bid evaluation criteria including the Bid Evaluation Factors/ Price loading factors to be considered for Bid evaluation and bring parity amongst all Bidders and submit their suggestions.
- The Bid Document prepared shall ensure fair competition for better price discovery & desired quality for the project
- Engineering Consultant shall prepare profile of reputed and prospective Bidders with their experience, capabilities, details of latest Orders & ongoing works etc., and shall be submitted to GIPCL.
- Engineering Consultant shall be responsible for defining the scope of all Termination points for each package to achieve complete solar project(s).
- Preparation/ Review of any project documents required for Bid preparation

- In case of any query related to design/plan /specification etc with respect to solar project by any Statutory or other authority, Government agency etc, Engineering Consultant shall prepare reply to queries or arrange/coordinate it to obtain from contractor and submit to GIPCL. Any specific drawings/documents required to meet statutory requirement, shall be prepared by Bidder.
- In case of any revision in drawings /documents etc. as required by Statutory Authorities or Law covered under the scope which are not in line with the requirement of the prevailing norms, the same shall be prepared without any extra cost to GIPCL
- With respect to the Environmental Review, Consultant's Engineer will ensure that the specifications and subsequent technical specifications submitted by the Bidders are in conformation with the environmental limits specified by the various authorities/ Lenders' Requirements.
- The Consultant's Engineer shall review all the permits/ consents required for setting up more than 1000MW Capacity Solar Project and ensure that all permits are in place by each Contractor.
- Consultant's engineer shall review and assist GIPCL on all technical assumption to be taken in the financial model as and when required.
- Consultant's Engineer shall review other documents like soil investigation, topographical reports, Hydrology report, existing DPR of solar park, proposed solar park infrastructure etc. whenever required for preparation of Bid document.
- Checking of all buildings and structures and to issue stability certificate if ever required under statutory norms.

(iii) Post contract Award Engineering

These services shall cover all works required after Award of Contract. The Post Contract /Post Bid Service shall include the followings (including but not limited to):

- a. Design Engineering Review and approval for various drawing documents submitted by contractors
- b. Prepare and issue site/construction/interface drawings wherever required
- c. Site Supervision services (as required by GIPCL)

- d. Shop inspection and test witness & acceptance services.
(For specific area as required by GIPCL)
- e. Performance test procedure vetting & witness and acceptance.
- f. Validation of any other guaranteed parameters by the Bidder/contractor

i. Design Engineering Review Services

- Assistance in review of engineering drawings and documents, approvals of all drawings & documentation, prepare and submit the comments to GIPCL, in line with agreed terms. The scope will cover the review of basic concepts, design criteria, design drawings, design procedures, Quality Assurance for development of more than 1000 MW capacity solar Project, to meet the contractual requirements.
- During the review, the following aspects shall be taken into consideration.
 - a) Scope of work
 - b) Technical requirements
 - c) Adherence to codes and standards
 - d) Compliance to environmental, CERC, GERC, any other Grid code and other statutory norms
 - e) Safety, reliability, operability and maintainability aspects
 - f) Performance of the plant(s).
- The Engineering Consultant shall review to ensure the execution is progressing along agreed contractual lines and the review shall include but not limited to cover the following:
 - a) All basic studies and concept notes and master layout
 - b) Basic as well as detailed engineering and design
 - c) Design manuals indicating design criteria, design procedures & assumptions, software details etc.
 - d) Plot plan and Area plans / General arrangement drawings of all the systems, buildings and facilities
 - e) Electrical single line diagrams
 - f) Instrumentation and control schematics, Panel configuration drawings and control room layout drawings / Logic diagrams / Protection schemes, Integration of all Solar Generators in terms of Management Information System (MIS)

- g) Technical data sheets and performance curves/data of major plant and equipments
 - h) Verifying all design calculations of structural/foundations all systems using standard software
 - i) Verifying all the design calculations of electrical systems using standard software.
- Engineering Consultant shall review Contractor's documents is to ensure that all plant, equipment and services that are procured by the Contractor are in line with the requirements of the contract.
 - Engineering Consultant shall Review and approve Quality Assurance Plan of Contractor /manufacturer. This would cover the following
 - a) Assessing the credential of Sub-Contractors proposed by the Bidder and recommendations for approval by GIPCL.
 - b) Review and finalization of the Contractor's/ Subcontractors and its vendor quality plans such as QA,FQ & QC including customer hold points for inspection. The Engineering Consultant shall indicate in the Bid proposal the customer hold point that is necessary to ensure quality.
 - c) Review and finalization of shop and site performance test procedures for all major equipment and systems.
 - d) Suggest proven vendor/OEM at any stage for equipment(s)/system(s).

ii. Project Management & Co-ordination Services:

The Project Management Services and responsibilities would include the following:

- Technical assistance to GIPCL in settlement of claims and disputes along with submission of recommendation.
- Assisting GIPCL in providing solutions to resolving design related problems and contractual problems and site related issues with any specific technical inputs as required by GIPCL.
- Participation in Project Review Meeting (PRM) with Contractor(s) and preparation of MoM for each PRM

- (iv) **Interface Engineering and coordination:** Consultant shall ensure smooth integration of various packages/contractor scopes and ensure coordination to achieve the ideal Solar Project.
- (v) Preparation and design/drawings, documents for connectivity approval and required as per Grid Authority/Grid Code.:
- The solar project will be connected with Central Transmission Utility (CTU) network/ Power Grid Corporation of India Ltd (PGCIL) and power may be drawn at various states including Gujarat.
 - Consultant shall ensure all the requirement for Grid code for CERC, CEA, CTUIL, PGCIL, GERC, WRLDC/XRLDC, POSOCO, Smooth integration of all the developers, communication data supply to respective authorities for grid etc.
 - Consultant shall be responsible for interface and coordination with RE park PMC agency in consultation with GIPCL to carry out necessary Engineering coordination required for any interface, for Solar Projects to be developed within 2375 MW RE Park. It would be the responsibility of Consultant to achieve smooth interface of Solar Projects with RE park systems.

1) Site Supervision and Construction Management Services

- i. The Engineering Consultant shall deploy at site required manpower to supervise construction, Quality check, erection, testing & commissioning of the plant as per specific requirement of GIPCL.
- ii. Certification of work done by contractors. This includes certification for process of invoices raised for site work by contractors.
- iii. Review of pre-commissioning checklists for various equipment and systems.
- iv. Review of documents for testing, commissioning, performance testing for establishing guaranteed performance parameters.
- v. Witness Performance Guarantee at site & factory acceptance Test at works as per applicable code & standards and evaluation of test results, with comments/recommendations, conduct independent calculations to verify test results
- vi. Approval/acceptance & certification of PG Test results as per Guarantee schedule of the contract.
- vii. Preparation of list of incomplete jobs and defects, if any to be attended by the contractors/supplier as and when required by GIPCL.
- viii. Review & recommendation for LD/Time Extension case, insurance claims or any other claims by Contractor if required by GIPCL.
- ix. Deputation of Man Power shall be Pre-Approved from GIPCL and as directed by GIPCL only.

2) Inspection and Expediting Services

- The scope shall include witnessing the shop Inspection tests at the manufacturer's works as per GIPCL requirement for selective critical equipment only
- The Engineering Consultant shall be required to depute experienced personnel for stage inspection to vendor's works.
- All visit reports shall be submitted to GIPCL within maximum one-week time.

3) Review of Plant Performance Test procedure and Witness of PG Test:

Consultant shall review the Performance Test procedure and witness the PG test and submit the recommendation/approval.

4) Review of As Built Drawings and Preparation of O&M Manuals

Consultant shall review the As Built Drawing and prepare O&M manuals and submit the same to GIPCL.

5) Preparation of As built drawings, O&M Manuals for RE Project with required SoPs as per final configuration.

6) Contract Closing

Consultant shall help to GIPCL for closing of the contract and ensure all the deliverables has been submitted by respective contractors/suppliers as per RfP documents etc.

7) Others:

- All the required reports, documents, drawings, data, details, etc. shall be submitted by consultant.
- Engineering Consultant shall provide one reproducible and editable soft copy/AUTOCAD on CD of each of the drawings/ documents for preliminary / bid drawings in numbers as required for bidding purpose as well as statutory and non-statutory requirements / clearances, etc. (including but not limited to staad file, Autocad file, system study file, PSCAD file and any other software's soft file etc.) The final as built drawings /documents/approved drawings /plant data to be submitted by contractor shall be scrutinized & verified for correctness of content & scope as per contract prior to submitting to GIPCL.
- All the drawings, documents, reports, etc. submitted by the Engineering Consultant should be clear & legible.
- Consultant's Engineer shall be required to submit soft copies on C.D. / Pen Drive and through E-mail for all drawings / documents / RFP / RFQ etc. While transmitting any data through any electronic media, bidder shall ensure its privacy and secrecy.
- Engineering Consultant shall not provide any data, drawings, design memorandums, specifications and studies pertaining to the project to third party without written consent / approval designated authority of GIPCL.
- All drawings, diagrams, designs, specifications, material lists, flow sheets, patterns and other engineering documents prepared in connection with this Project shall

remain properties of GIPCL and while in the custody of the Engineering Consultant shall be fully available to GIPCL and its duly authorized representatives. Those documents & drawings handed over by GIPCL to Engineering Consultant for their study, on completion of the assignment, the same shall be delivered by the Engineering Consultant to GIPCL and no use /reference/disclosure to third party in any form shall be made.

- The scope in this section only outlines, but not limited to, the services expected from the Engineering Consultants for the project. It is not the intent to specify minute details of services to be provided. All technical matters/ packages/ systems/ equipments, which are required for the integrated, smooth & efficient operation of the Solar Project as a whole, are deemed to be included in the scope of services whether specifically mentioned or not. The Engineering Consultant shall extend the necessary, comprehensive, timely and effective services in all respects till completion of the Project.
- Any of the services though not specified in the specification / scope of work above but considered explicitly necessary for completing the obligations shall be included in the scope of Consultancy Services.

5.4 Major Deliverables:

Sr. No.	Activity
1	Draft Procurement Strategy
2	Final Concept Development
3	Preparation and submission of Draft RFP documents and submission of final RFP document
4	Submission of Final RFP documents and submission
5	Assistance in Bid Evaluation and Review & vetting of Techno Commercial evaluation Report
6	Vetting of Draft LoA/LoI for various contractors
7	Post – Bid Engineering Service and any other services required for completion of the more than 1000MW solar Project including but not limited to Detailed Engineering, Site supervision, Inspection of material etc..

5.5 Scope of GIPCL

GIPCL will provide

1. Detailed Project Report of the Development of RE Park
2. Park level Geotechnical Investigation Report
3. Park Topography Survey Drawing
4. Park Hydrology Report
5. Office space for Consultant's Engineer at site

All other logistic and other services required at site shall be arranged by Bidder.

5.6 Confidentiality of Data and Documents:

All Intellectual Property Rights (IPR) of data collected as well as the deliverables produced shall remain with the GIPCL. All knowledge and information, which may be acquired during the assignment, shall be for all times and for all purposes, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, without the explicit written permission of GIPCL.

--- End of Section ---

6 General Terms & Conditions

6.1 Statutory Responsibility

The Consultant shall comply with all applicable laws, by laws, rules, and regulations and shall procure and maintain their validity all necessary Municipal, Panchayat and Government permits & licenses etc. at its own cost.

6.2 Project Completion Period

The proposed solar project are expected to be developed within 24 Months. The consultancy assignment will cover period up to total development and completion of Project. The approximate time line will be 36 Months from date of LoI . However, the same will be linked to the final schedule drawn for execution of the project.

6.3 Delay in Execution or Failure to complete the Contract

- i. Any delay in completion of the work shall attract liquidated damage/ penalty for late completion as per Liquidated Damage (Clause 6.4) of this Tender.
- ii. If the Consultant fails to complete the entire work (as specified in scope of work) or fails to start the work within specified time frame after issue of LoI or fails to carry out the work as per agreed schedule or leaves the work site after partial execution of the work, GIPCL shall have the right to get the work done through any other agency at the risk and cost of the Consultant. Further to this, GIPCL may, without prejudice to the right of the Consultant to recover damages for breach of trust of the Contract, may impose penalties.
- iii. If, at any time, the CONSULTANT's actual progress falls behind or is likely to fall behind the agreed schedule of the break-up/detailed activities, the CONSULTANT shall submit to the OWNER, a revised programme with catch up schedule, taking into account the prevailing circumstances and delay in the respective activities / milestones. The CONSULTANT shall, at the same time/forthwith notify promptly to GIPCL of the steps being taken to expedite progress of the activities, so as to achieve completion of such activities within the agreed Time schedule for Completion. The Consultant shall in order to overcome the situation, forthwith mobilise required additional resources like manpower, materials, machineries etc. to achieve the prescribed timeline/schedule at his risk and cost.
- iv. In case further slippage is observed in the progress of activities, as per agreed time schedule or failure by Consultant, at any stage of the Contract, to perform the Contract diligently to fulfil his obligations as per the Contract, GIPCL reserves the right to engage any other Contractor(s)/sub-contractor(s) at any time, at the risk and cost of the Consultant to ensure completion of the work in line with the agreed time schedule. Further, GIPCL will also deduct Liquidated Damages (LD) arising out of any such delay, if any, as per the terms of this tender document or recover the costs, expenses, losses, damages incurred or suffered by GIPCL as per the recourse available under this tender document or any other law for the time being in force.

6.4 Liquidated Damages for Delay

- i. Considering the nature of assignment & role of the Engineering Consultant in such project, Liquidated Damages (LD) shall not be applicable to this Contract on individual milestone basis and shall not be recovered from invoices submitted against progressive milestone. Engineering Consultant shall ensure timely completion of all activities in his scope to match project schedule.
- ii. However, GIPCL reserves the right to levy up to 10% sum of the total order value @0.5 % per week of delay as Liquidated Damages from the Performance Bank Guarantee/Security Deposit/ final invoice payment to the Engineering Consultant at the time of contract closing, if the delay in Project implementation is attributable to of work by Engineering Consultant.
- iii. **Maximum applicable Liquidated Damages:** The upper ceiling for total liquidated damages for delay shall be maximum 10% of the Contract Price.
- iv. The said right of the GIPCL to levy damages on account of delay shall be without prejudice to and in addition to the right of the Company to get the concerned work done from a third party at the complete risk and cost of the Consultant.
- v. Any strike / lockouts at works or site of the Consultant or his sub-supplier/sub-contractor shall not be considered as force majeure condition.
- vi. For calculation of LD, date of issue of LOI shall be the reference date.
- vii. GIPCL reserves the right to forfeit Bid security/ Security Deposit or deduct payment or claim damages from the Engineering Consultant if during tendering or during project execution stage it is found that Bidder has violated any terms and condition of the tender.

6.5 Termination for Default

- i. The Owner may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Consultant, terminate the Contract in whole or in part if the Consultant fails to deliver or execute any or all of the works within the time period(s) under the Contract or any extension thereof granted by GIPCL pursuant to the clause for Delay in Execution or Failure to Supply or, If the Consultant fails to perform any other obligations(s) under the Contract.
- ii. In the event the Owner terminates the Contract in whole or in part, pursuant to above, the Owner may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, the Consultant shall be liable to the Owner for any excess costs for such similar goods. However, the Consultant shall continue the performance of the Contract to the extent not terminated.

6.6 Force Majeure

- i. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Contract, relative obligation of the party affected by such Force Majeure shall be treated as suspended during which the Force Majeure Clause lasts.

- ii. The term “Force Majeure” shall have herein mean riots (other than among the Consultant’s employee), Civil commotion, War (whether declared or not), invasion, act of foreign enemies hostilities, civil war, rebellion, revolution, insurrection, military coup, damage from aircraft, nuclear fission, embargoes, quarantines, acts of god such as earthquake (above 7.0 magnitude on Richter scales), lightning, unprecedented floods, fires not caused by the Consultants negligence and other causes which the Consultant has no control and accepted as such by GIPCL whose decision shall be final and binding. Normal rainy season and monsoons are not Force Majeure.
- iii. Upon occurrence of such causes and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by registered notice within 24 (twenty four) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.
- iv. Time for performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such clause lasts.
- v. If works are suspended by Force Majeure conditions lasting for more than two (2) months, GIPCL shall have the option of cancelling this Contract in whole or part thereof, at its discretion.
- vi. The Consultant shall not claim any compensation for Force Majeure conditions and shall take appropriate steps to insure men and materials utilized by it under the Contract well in advance.

6.7 Insurance

- i. The Consultant shall arrange for providing insurance coverage to its workmen under Workmen’s Compensation Act or similar Rules and Acts as applicable during execution of work for covering risk against any mishap to its workmen. The Consultant shall also undertake a Third Party Insurance. The Owner shall not be responsible for any such loss or mishap.

6.8 Software, Tools and Tackles

The Consultant shall provide technically suitable tools and tackles, equipments, Machineries, Software (like PVsyst, WASP, Stadd) etc. conforming to relevant BIS safety and technical standards for proper execution of work. The Owner, in no way, shall be responsible for supply of any tools and tackles, equipments, Machineries etc for execution of the work.

6.9 Governing Language

The Contract shall be written in English Language. All correspondence and documents pertaining to the Contract, which are exchanged by the Owner and Consultant, shall be written in English.

6.10 Assignments or Subletting of Contract

The Consultant shall not, without the prior consent in writing of the Owner, assign or sublet or transfer its Contract in whole or in part, its obligations to perform under the Contract or a substantial part thereof, or for any part of the work of which makers are named in the Contract, provided that any such consent shall not relieve the Consultant from any obligation, duty or responsibility under the Contract.

6.11 Subcontracts

- (i) The Consultant shall notify the Owner in writing of all subcontracts awarded under the Contract if not already specified in his Bid. Such notification in its original Bid or later shall not relieve the Consultant from any liability or obligation under the Contract.
- (ii) Subcontracting a work shall not, under any circumstances, relieve the Consultant from its obligations towards the Project and the Owner.
- (iii) In case, the Consultant engages any Subcontractor to carry out a part of the work, the Subcontractor should have requisite Government License/permits for carrying out such part of the work.

6.12 Terms of Payment

1) Terms of Payment up to Contract Signing (Pre-Award Engineering).

Sr. Sr. No.	Milestone for Works	Amount
1	Advance Payment against (i) Acceptance of LOI (ii) Submission of Advance Bank Guarantee of equivalent amount (iii) Submission of Performance Bank Guarantee 10% of the total Contract Price	5% of the (A+B) Price (As per schedule of price of respective Phase)
2	Preparation and submission of final Bid Documents (RfP) and accepted by GIPCL on pro-rata bases depending upon total Nos. of RfPs decided during concept planning.	45% of the A Price (As per schedule of price of respective phase)
3	Submission of final Bid evaluation report & recommendations for acceptance of bids on pro-rata bases depending upon total Nos. of RfPs decided during concept planning.	30% of the A Price (As per schedule of price of respective phase)
4	Upon issue of LoI(s) and acceptance of it by successful Bidder (s) on pro-rata bases depending upon total Nos. of RfPs decided during concept planning.	10% of the A Price (As per schedule of price of respective Phase)
5	Upon Successful completion of the work by contractor(s)/ acceptance of PG test results of the unit, Contract closing with contractors.	10% of the A Price (As per schedule of price of respective phase)

2) Terms of Payment for Post-Contract signing/issue of LoI to issued for Detailed Engineering services (Post Award Engineering)

Sr. No.	Milestone for Works	Amount
1	Monthly installments linked with mutually agreed Project Progress Milestones on pro-rata bases depending upon total nos. of RfPs decided during concept planning.	85% of the B Price(As per schedule of price of respective phase)
2	Upon Successful completion of the work by contractor(s)/ acceptance of PG test results of the unit, Contract closing with contractors.	10% of the B Price(As per schedule of price of respective phase)

3) Terms of Payment for deputation of Employees of consultant at site

- i. 90% Payment for deployment of man Power shall be released based on actual deployment of Man-day /Man-month basis.
- ii. 10% Upon Successful completion of the work by contractor(s)/ acceptance of PG test results of the unit, Contract closing with contractors.

Note: Manpower deputation shall be as directed by GIPCL and pre-approved by GIPCL.

4) Terms of Payment for Inspection and Expedition Service.

Payment for deployment of Man power shall be released based on actual inspection and expedition work. Invoices to be raised on Monthly basis.

6.13 Payments Procedure

Subject to any deduction which the Owner may be authorized to make under this Contract, and or to any additions or deductions provided for in this Contract, the Consultant shall be entitled to payment as follows

- a. All payments shall be made in Indian Rupees (INR), unless otherwise specified in the LoI/Contract Agreement. All payment shall be made on the basis of actual measurement for the quantified items as per schedule of works.
- b. The Consultant shall submit the bill for claim in three copies with all supporting documents as per the Contract condition to GIPCL. After due verification and recommendation, GIPCL shall process verified bills for release of payment. Payments shall be released in 30 (Thirty) days by A/c payee cheque / RTGS/ NEFT from date of submission of clear invoice.
- c. The Consultant shall submit the bill / invoice for the work executed showing separately GST and any other statutory levies in the bill / invoice.
- d. All taxes and deductions shall be applicable as per prevailing income tax and other statutory rules and provisions in force.

- e. In case Consultant fails to submit the invoice with all the required documents to process payments, GIPCL reserves the right to hold the payment of the Consultant against such bills.

6.14 Arbitration

- i. All matters, questions, disputes, differences and / or claims arising out of and / or concerning, and /or in connection with, and /or in consequence of, and /or relating to this contract which may arise between the parties in connection with the Contract or any matter arising out of or in relation thereto shall be reported to Gujarat Public Work Contract Dispute Arbitration Tribunal and provision of Gujarat Public Work Contract Disputes Arbitration and Tribunal Act 1996 shall be applied as updates time to time.
- ii. The Arbitrator may, from time to time, with the consent of the parties to the contract enlarge the time for making the award. The venue of the arbitration shall be the place from which the acceptance of offer is issued or such other place as the Arbitrator, in his discretion, may determine.

6.15 Court of Competent Jurisdiction

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

6.16 Law and Procedure

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

6.17 Construction of Contract

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

6.18 Notices

- i. For all purpose of the Contract, including arbitration there under, the address of the Consultant mentioned in the Bid shall be the address to which all communications addressed to the Consultant shall be sent, unless the Consultant has notified a change by a separate letter containing no other communication and sent by registered post with acknowledgement due to GIPCL. The Consultant shall be solely responsible for the consequence of an omission to notify change of address in the manner aforesaid.
- ii. Any communication or notice on behalf of the Owner in relation to the Contract Agreement may be issued to the Consultant by the Owner and all such communication and notice may

be served on the Consultant either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of the officer.

- iii. Instructions or notices to the Consultant and notices from the Consultant to GIPCL recorded in a minute signed by the authorized representatives of both GIPCL and the Consultant. Such notice or instruction shall be valid notice of instruction for the purpose of the Contract.

6.19 Confidential Information

- i. GIPCL and the Consultant shall keep confidential and shall not, without the written consent of the other Party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Consultant may furnish to its Subcontractor(s) such documents, data and other information it receives from GIPCL to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Consultant shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Consultant
- ii. Notwithstanding the generality of the foregoing all maps, plans, drawings, specifications, schemes and the subject matter contained therein and all other information given to the Consultant, by the Company in connection with the performance of the Contract shall be held confidential by the Consultant and shall remain the property of the Company and shall not be used or disclosed to third parties by the Consultant for any purpose other than for which they have been supplied or prepared. The Consultant may disclose to third parties, upon execution of secrecy agreements satisfactory to the Company, such part of the drawings, specifications or information if such disclosure is necessary for the performance of the Contract under this Clause
- iii. Maps, layouts and photographs of the unit/integrated plant including its surrounding region's showing vital installation for national security shall not be published or disclosed to the third parties or taken out of the country without prior written approval of the Company and upon execution of secrecy agreements satisfactory to the Company with such third parties prior to disclosure.
- iv. Title to secret processes, if any, developed by the Consultant on an exclusive basis and employed in the design of the unit shall remain with the Consultant. The Company shall hold in confidence such process and shall not disclose such processes to the third parties without prior approval of the Consultant and execution by such third parties of secrecy agreements satisfactory to the Consultant prior to disclosure.
- v. Technical specifications, drawings, flow sheets, norms, calculations, diagrams, interpretations of the test results, schematics, layouts and such other information which the Consultant has supplied to the Company under the Contract shall be passed on to the Company. The Company shall have the right to use these for construction erection, start-

- up, commissioning, operation, maintenance, modifications and/ or expansion of the unit including for the manufacture of spare parts.
- vi. The obligation of a party under this Clause 6.26, however, shall not apply to that information which:
- a. now or hereafter enters the public domain through no fault of that Party
 - b. can be proven to have been possessed by that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party hereto, or
 - c. Otherwise lawfully becomes available to that Party from a third party that has no obligation of Confidentiality
- vii. The above provisions of this Clause 6.26 shall not in any way modify any undertaking of Confidentiality given by either of the Parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.
- viii. The provisions of this Clause 6.26 shall survive Termination, for whatever reason, of the Contract.

6.20 Limitation of Liability (LLP)

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

--- End of Section ---

7 Special Terms & Conditions

7.1 Price Escalation

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

7.2 Taxes and Duties

- i. The price quoted shall be inclusive of all applicable taxes, duties, levies as applicable (as per the format of the Financial Proposal), which shall be paid on production of documentary evidences for the same.
- ii. Bidders shall quote the rates as well as all taxes and duties based on the concessional exemption that can be availed by the Bidder.
- iii. Statutory variations in the tax shall be permitted as under:
 - (A) **Statutory variations during original contractual completion period:**
 - If any increase takes place in taxes and duties due to statutory variation, then GIPCL shall admit the same on production of documentary evidences.
 - If any decrease takes place in taxes and duties due to statutory variation, the same shall be passed on to GIPCL or GIPCL 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 GIPCL, the provisions of (A) above shall apply.
 - (ii) If reasons for extension of contractual completion period is attributable to Bidder, then:
 - (a) If any increase takes place in taxes and duties due to statutory variation, then GIPCL shall not admit the same; however GIPCL shall admit the taxes and duties at the rate prevailing during payment of last invoice raised during original contract completion period.
 - (b) If any decrease takes place in taxes and duties due to statutory variation, the same shall be passed on to GIPCL or GIPCL shall admit the decreased rate of taxes and duties while making the payment.
- iv. Variation on account of exchange rate will not be payable.

7.3 Compliance to Labour laws

- i. The Bidder shall comply to various applicable labour laws like the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the Workman's Compensation Act, EPF Act, Contractor labour (Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. Authorities, shall be the responsibility of the Consultant and he shall have to make good loss, if any, suffered by GIPCL on account of default in this regard by the Consultant.

- ii. The Contractor shall be responsible to provide all wages and allied benefits to its labours/Employees engaged for execution of the project work. The Contractor shall remain liable to the authorities concerned for compliance of the respective existing rules and regulations of the government for this purpose and shall remain liable for any contravention thereof.
- iii. The liabilities of all types of applicable insurance coverage for the Consultant's personnel engaged for the scope of services shall rest with the Engineering Consultant, and GIPCL shall not be responsible for any liability / damages, whatsoever.
- iv. The contractor is encouraged to use local manpower as per the local statutory (labour) requirement, if any.

7.4 Termination of Contract

- The Owner may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, terminate the Contract in whole or in part if the Contractor fails to deliver or execute any or all of the goods within the time period(s) under the Contract or any extension thereof granted by GIPCL pursuant to the clause for Delay in Execution or Failure to Supply or, If the Contractor fails to perform any other obligations(s) under the Contract.
- In the event the Owner terminates the Contract in whole or in part, pursuant to above, the Owner may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, the Contractor shall be liable to the Owner for any excess costs for such similar goods. However, the Contractor shall continue the performance of the Contract to the extent not terminated.
- Without prejudice to any of the rights or remedies under this contract, if the Consultant dies, the Engineer-in-Charge on behalf of GIPCL shall have the option of terminating the Contract without compensation to the Consultant.

7.5 Deliverables with timeline

The major deliverables along with time lines are as follows.

Sr. No.	Activity	Time Schedule
1	Draft Procurement Strategy	Within One (01) Week from the date of LoI
2	Final Procurement Strategy	Within One (01) week from the Date of comment given by GIPCL
3	Preparation and submission of various Draft RFP documents and submission of final RFP document	Within Two (02) Weeks from the clearance given by GIPCL
4	Submission of Final RFP documents and submission	Within One (01) Weeks from the comment given by GIPCL
5	Assistance in Bid Evaluation and Review & vetting of Techno Commercial evaluation Report	Within One (1) week from the date of submission of Bid data/ details by GIPCL

6	Vetting of Draft LoA/LoI for various contractors	Within 3 working days from the draft submitted by GIPCL
7	Post – Bid Engineering Service and any other services required for completion of the RE Park infrastructures	To meet agreed Project Schedule in Contracts.

7.6 Facilities to be provided by GIPCL at site:

GIPCL will provide office space (porta cabin/any other arrangement) for sitting arrangement at site during deputation of consultant’s employees plus option of availing Canteen facility for employees of consultant on chargeable basis at Site

7.7 Facilities to be arranged by Bidder/Consultant at site

Consultant shall arrange all other required things except office space for sitting arrangement at site during deputation. GIPCL may extend necessary support to identify nearest accommodation or transportation of consultant’s employee, however cost for all other things including travelling, lodging, boarding etc..shall be in the scope of bidder/consultant The cost incurred for travel for attending any review meetings at either Site or GIPCL HO Vadodara shall also be included in total quoted price. However, cost for inspection and expediting visit at Vendors, works, site visit inspection for prospective bidder for technical verification and reporting during Bid evaluation stage etc shall be paid at actual as per Inspection and expediting visit charges agreed. Adherence to Health , safety, security and environment norms

The Consultant shall have to provide necessary and adequate health & safety measures including personal protective equipment and precautions to avoid any accident, which may cause damage to any equipment/ material or injury to workmen. The Owner shall not be responsible for any such accidents.

Consultant shall ensure environmental norms as per government regulations and amendment from time to time.

7.8 Extension of Contract

The contract is valid for contract period with provision for further extension on terms and conditions mutually agreed upon by both the parties in writing.

--- End of Section ---

Appendix-1: Format for covering Letter

To,

Shri A K Vaishnav

General Manager (RE Projects & IT),

Gujarat Industries Power Company Ltd

Post: Ranoli-391350

Dist. Vadodara, Gujarat, India

Bid No:

From :

To,

Gujarat Industries Power Company Ltd,

Post: Ranoli-391350, Dist.: Vadodara, Gujarat

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, we shall complete the work as per the prescribed schedule in the tender.

Authorised signatory

Name & designation with seal

Date:

Place

Appendix-2 Details of Bidder

To,

Shri A K Vaishnav

General Manager (RE Projects & IT),

Gujarat Industries Power Company Ltd

Post: Ranoli -391350

Dist. Vadodara, Gujarat, India

Sub: Submission of the RFP Document No. GIPCL/PMC/2022-23 dated 02.01.2023

- i. (a) Name of the Bidder:
(b) Registered Office Address:
(c) Telephone No. & Fax No.
(d) E-mail ID & Website :
(e) GST No. (Copy Attached: Yes/No):
(f) Income Tax Permanent Account No (Copy of PAN Attached: Yes /No):
- ii. Details of individual(s) who will serve as the point of contact/ communication for Company:
(a) Name:
(b) Designation:
(c) Company:
(d) Address:
(e) Telephone Number:
(f) E-mail address:
- iii. Particulars of the Authorised Signatory of the Bidder:
(a) Name:
(b) Designation:
(c) Address:
(d) Telephone Number:
(e) E-mail address:
- iv. Details of current business of the Applicant:

- v. Detail of experience in renewable energy sector (use separate sheet if required) required as per Eligibility Criteria
- vi. Whether the Applicant or any of its promoter(s)/director(s)/ associates is blacklisted by any central government or state government/ department/ agency in India? (yes/no)
- vii. Any other information (use separate sheet)

Company Seal

Signature of Bidder

Appendix-3 Format of details of similar Technical experience

INSTRUCTIONS:

- a) The Bidder shall indicate similar experience of PMC services herein.
 - b) The Bidder shall duly attach the Letter of Award (LOA) and/or Certificate of Satisfactory Completion of Work from the Client.
1. The Bidder shall submit the relevant documents in support of the Major Pre-Qualification requirement herein, All other documents shall also be submitted as per relevant Qualification clauses:

Sr. No.	Pre-qualification Criteria			Documents submitted in support of qualifying Criteria*	Page /document No Reference in the Bid submitted	
A	Technical Criteria					
(i)	The Consultant must have experience of providing consultancy services consisting of basic and detailed engineering and project management services for large scale grid connected Solar PV Projects of Minimum capacity of 40 MW and above of a single project and experience of providing consultancy for 200 MW of Solar PV project(s) cumulative capacity as on date of Bid submission in last 7 years.					
(ii)	The bidders as on date of Bid submission, must have adequate qualified and experience personnel in their team.					
Following Key Personal CV should include as part of Bid for evaluation.						
Sr	Designation/Role	Minimum Basic Qualification	Area of Expertise/past experience	Remarks		
1	Team Leader	BE/B.Tech from Civil/ Elect. Discipline from reputed University	Min 15 years+ experience in engineering /consultancy/relevant industry out of which minimum 5 years association and experience in Consultancy of Solar Power Projects of large scale ≥ 75 MW in last 7 years.	Experience of Park Development will be added advantage.		
2	Procurement & Bidding advisor/expert	BE/B.Tech/M BA	Min 15+ years experience on Procurement and Bidding strategy, market analysis for Solar Bids and advisory services for cost effective competitive bidding in an open tender.	Experience of SECI, State Utility Solar Project Bidding preferred. Bidder can avail service of outside expert for this specific role.		

APPOINTMENT OF CONSULTANT FOR PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR DEVELOPMENT OF 1000MW+ CAPACITY SOLAR PROJECTS AT GREAT RANN OF KUTCH AREA, IN THE STATE OF GUJARAT

3	Civil Engineering (Team Member)	BE/B Tech (Civil)	Min 10+years of Experience in designing large green field infrastructure projects. Experience includes design and engineering of foundation of various equipments of electrical substation, Road, Drain, Bund, office building etc.			
4	Electrical Engineering (Team Member)	BE/B Tech (Electrical)	Min 10+years of Experience in designing & engineering of 33V or higher capacity substation, Transmission line, Knowledge of Power system design, latest technical requirement for Connectivity as per CEA regulation and CTU connectivity norms, (AC/DC), HT/LT supply with protection is must.			
5	Planning and Contracts Manager (Team Member)	MBA /Degree / Diploma in Contracts Management / Degree in Engineering any discipline	Minimum 10+ years of experience in executing projects in Solar Park or Solar Project or any Infrastructure project or Industrial Park.			
6	Control & Instrumentation	BE/B Tech (Instrumentation & Control/ Electronics & Communication)	Minimum 10+ years of experience in executing projects in Solar Park or Solar Project or in Power Plant			
7	Construction Manager	BE/ B.Tech. from Civil/ Elect. Discipline from reputed University	Min 10+ Years of experience in site supervision, executing projects in Solar Park or Solar Project or any Infrastructure project or Industrial Park			

2. Financial Informations:

Financial data for last three audited Financial Year

Sr. No.	Description	FY2019-20	FY2020-21	FY2021-22
1	Current Assets			
2	Current Liabilities			
3	Working Capital(1-2)			
4	Annual Turnover			
5	Paid Up Share capital			
6	Free Reserves and Surplus			
7	Networth of Bidder Funds			
8	Profits before Taxes			
9	Return on Equity			

Attached are copies of the last three audited balance sheets, including all related notes, and income statements as indicated above, complying with the following:

- i) All such documents reflecting the financial situation of the Bidder.
- ii) Historic financial statements must be audited by a certified Chartered Accountant and must be complete, including all notes to the financial statements.
- iii) Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be accepted).
- iv) Filling up of all information is mandatory. Not providing any information or not in line with audited reports accompanied shall make Bid liable for rejection.

Company Seal

Signature of Bidder

Appendix-4 Details of Qualified Technical Staff (proposed to be associated with assignment) along with Curriculum Vitae

Sr. No.	Name	Educational Qualification	Position in the Firm	Years of Relevant Experience	Expertise
1					
2					
3					
4					
5					
6					

Format of Curriculum Vitae (to be provided by all the Team Members including Team Leader)

1. Name of Staff: _____
2. Proposed Position: _____
3. Employer: _____
4. Date of Birth: _____ Nationality: _____
5. Education

School, college and/or University Attended	Degree/certificate or other specialized education obtained	Year Obtained

6. Countries of Work Experience: _____
7. Languages: _____
8. Employment Record

Name of the Firm	From – To Date	Designation/ Position held

9. Work Undertaken that Best Illustrates Capability to Handle the Tasks defined in the scope of work

Name of assignment or project: _____
 Year: _____
 Location: _____
 Client: _____
 Main project features: _____
 Positions held: _____
 Activities performed: _____

Note:

*Kindly submit copies of CV and appropriate certifications with this sheet.
 Additional sheets may be used to provide accurate information.*

Appendix-5 Declaration of Compliance

To,
Shri A K Vaishnav
General Manager (RE Projects & IT),
Gujarat Industries Power Company Ltd
Post: Ranoli-391350,
Dist. Vadodara, Gujarat, India

Sub: Declaration of compliance for the Bid for Appointment of Consultant for Project Management Consultancy (PMC) services for Development of more than 1000MW Capacity Solar Project(s) at great Rann of Kutch area, in the State of Gujarat.

Dear Sir,

This is to certify that I, _____, am the duly authorized signatory appointed on behalf of my organization to submit this Bid. The authorization letter is attached herewith.

I agree to all the terms and conditions set forth in this RFP Document.

If awarded the job, the job work shall also conform to the terms and conditions, as well as specifications indicated in the RFP documents and as finally indicated by the Evaluation Committee.

I further certify that all the information provided in this document is accurate to the best of my knowledge.

Signature: _____ Designation: _____

Name: _____ Organization: _____

Address: _____ Phone: _____

Email: _____

Appendix- 6 No Deviation Certificate

To,
Shri A K Vaishnav
General Manager (RE Projects & IT),
Gujarat Industries Power Company Ltd
Post: Ranoli-391350,
Dist. Vadodara, Gujarat, India

Sub: No deviation certificate regarding Bid for Appointment of Consultant for Project Management Consultancy (PMC) services for Development of more than 1000MW Capacity Solar Project(s) at great Rann of Kutch area, in the State of Gujarat.

Dear Sir,

We _____

(Bidder's name), confirm our acceptance to all terms and conditions mentioned in the RFP Document, and all subsequent clarifications, in totality and withdraw all deviations raised by us, if any.

SEAL AND SIGNATURE OF BIDDER

Date: _____

Appendix- 7 Declaration on Bidder's relation to Directors

To,
Shri A K Vaishnav
General Manager (RE Projects & IT),
Gujarat Industries Power Company Ltd
Post: Ranoli-391350,
Dist. Vadodara, Gujarat, India

Sub: Declaration of relationship with Directors/any other employee/associates.

Dear Sir,

This has reference to our proposed Contract regarding Bid for Appointment of Consultant for Project Management Consultancy (PMC) services for Development of more than 1000MW Capacity Solar Project(s) at great Rann of Kutch area, in the State of Gujarat, to be entered into Agreement with Gujarat Industries Power Company Limited

For the purpose of Section 297/299 of the Companies Act, 1956 we certify that to the best of my/our knowledge;

- 1) I am not a relative of any Director of GIPCL;
- 2) We are not a firm in which a Director of GIPCL or its relative is a partner;
- 3) I am not a partner in a firm in which a Director of GIPCL, or its relative is a partner;
- 4) We are not a private company in which a Director of GIPCL is a member or director;
- 5) We are not a company in which Directors of GIPCL hold more than 2% of the paid-up share capital of our company or vice-versa.

Authorised Signatory of the Contracting Party

Place:

Date:

Appendix- 8 Format of Power of Attorney as Authorized Signatory

(On a non-judicial stamp paper of appropriate value)

Know all men by these presents, We ... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name),son/daughter/wife of and presently residing at.....,who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for **Appointment of Consultant for Project Management Consultancy (PMC) services for Development of more than 1000MW Capacity Solar Project(s) at great Rann of Kutch area, in the State of Gujarat.**, pursuant to the RFP document no. _____ issued by Gujarat Industries Power Company Limited (“GIPCL”) including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders’ and other conferences and providing information / responses to the Company, representing us in all matters before the Company, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Company in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with GIPCL.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED

PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS

..... DAY OF....., 20.....

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted Notarised

(Signature, name, designation and address of the Attorney)

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostle certificate.*
4. *This format for Power of Attorney is for reference and in case a Bidder has a different format approved by their management then the same can submitted.*

Appendix- 9 Format of Summary of Audited Financial statements

To,
Shri A K Vaishnav
General Manager (RE Projects & IT),
Gujarat Industries Power Company Ltd
Post: Ranoli-391350,
Dist. Vadodara, Gujarat, India

Sub: Summary of Financial Statement

Ref: Request for Proposal for Bid for Appointment of Consultant for Project Management Consultancy (PMC) services for Development of more than 1000MW Capacity Solar Project(s) at great Rann of Kutch area, in the State of Gujarat.

Dear Sir,

This is to certify that..... *[Insert name of Bidder]* (The “Bidder”) ” having its Registered Office at..... *[Insert Registered Address of the Bidder]* with PAN No.....*[Insert PAN No. of the Bidder]* is in the business of..... *[Insert briefly the nature of the business]*, has recorded the following turnovers and net worth:

Financial Year	Turnover (in INR)	Net worth (in INR)	For official use
			Audited Statement attached
2019-20			Yes/ No
2020-21			Yes/ No
2021-22			Yes/ No

All figures indicated herein are arrived from the Audit Reports of the Bidder duly submitted to the Income Tax Department.

Sincerely yours,

[Official seal of the Chartered Accountant]

[Insert Name of the Chartered Accountant]

Date: [Insert address and contact information of the Chartered Accountant]

Place:

All figures indicated herein are calculated as per the guidelines mentioned in the Tender.

NOTES:

- A. If the Bidder is seeking financial qualification based on the financial standing of the Parent Company, then a similar certificate summarizing the financial statement of the Parent Company shall be attached by the Bidder as a part of the Bid.
- B. All audited statements to be attached by the Bidder as a part of the Bid.

Appendix- 10 (a) Format for Bank Guarantee for Earnest Money Deposit (EMD)

(To be executed on non-judicial stamped paper of appropriate value)

B.G. No. _____

Date: _____

1. WHEREAS M/s. Gujarat Industries Power Company Limited having its Corporate Office at PO: RANOLI, Dist. Vadodara – 391 350, Gujarat State, India (hereinafter called “The Company Owner” which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued tender paper vide its Tender No.....for
(hereinafter called “the said tender”) to M/s.....(hereinafter called the said Tenderer(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns and as per terms and conditions of the said tender, the tenderer shall submit a Bank guarantee for Rs..... (Rupees.....only) towards earnest money in lieu of cash.
2. We.....Bank having its branch office at do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused to or would be caused or suffered by the Company by reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender or failure to accept the letter of Intent Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the tenderer (s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the tenderer.
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.

5. The Bank further unconditionally agrees with Gujarat Industries Power Company Limited (GIPCL) that Gujarat Industries Power Company Limited (GIPCL) shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time, to:
 - a. Vary and / or modify any of the terms and conditions of the Agreement.
 - b. Extend and / or postpone the time for performance of the obligations of the Contractor under the Agreement.
 - c. Forbear or enforce any of the rights exercisable by Gujarat Industries Power Company Limited (GIPCL) against the Contractor under the terms and conditions of the Agreement.
6. This guarantee shall be in addition to and not in substitution or in derogation of any other security held by Gujarat Industries Power Company Limited (GIPCL) to secure the performance of the obligations of the Contractor under the Agreement.
7. No action, event or condition, which by any Applicable Law should operate to discharge the Bank from liability hereunder, shall have any effect and the Bank hereby waives any right it may have to apply such law, so that in all respects its liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.
8. WeBank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and or till all the dues of the company under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer (s) and accordingly discharges the guarantee.
9. That the Owner Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time the exercise of any of the power of the owner under the tender.
10. Notwithstanding anything contained herein before, our liability shall not exceed Rs..... (Rupees.....only) and shall remain in force till..... (Date to be filled up shall be 06 Months from the date of submission of Bid).

Date.....

..... Bank
Corporate Seal of the Bank By its
constitutional Attorney

Signature of duly Authorized person
On behalf of the Bank
With Seal & Signature code

Note: BGs to be furnished from any of the banks listed at Appendix 11 only.

Appendix- 10 (b) Format for Bank Guarantee for Security Deposit/ performance Bank Guarantee

(To be executed on non-judicial stamped paper of appropriate value)
BG No. _____ Date _____

1. WHEREAS Gujarat Industries Power Company Limited having its office at PO: Ranoli, Dist. Vadodara – 391 350, Gujarat State, India (hereinafter referred to as “The Company/Owner” which expressions shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has entered into a contract with M/s...../ has placed a purchase order on M/s.....(hereinafter referred to as “Contractor(s)/ Seller(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) foron the terms and conditions as set out inter alia, in the Company’s contract No./ P.O. No.....dateand various documents forming part thereof hereinafter referred to as the “said contract” which expression include all amendments, modifications and/ or variations thereto and where as the Contractor(s)/Seller(s) has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies/ subcontractors

AND WHEREAS one of the conditions of the “said contract” is that “contractor(s)/seller(s) shall furnish to the owner a Bank Guarantee from a bank for ...% (.....percent) of the total value of the “said contract” against due and faithful performance of the “said contract” including performance guarantee obligations of the contractor(s)/seller(s) for execution/ supplies made under the “said contract.”

2. WeBank having its branch office atdo hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the Company, which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms & conditions of the said Contract including defect liability obligations, in fulfilling the performance guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s)/ Seller(s) of any of the terms & conditions of the contract. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to Rs.....(Rupees.....only).

3. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the contractor(s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not

- dependent or conditional on the owner proceeding against the Contractor(s)/ Seller(s).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/ Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
 5. The Bank further unconditionally agrees with Gujarat Industries Power Company Limited (GIPCL) that Gujarat Industries Power Company Limited (GIPCL) shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time, to:
 - a. Vary and / or modify any of the terms and conditions of the Agreement.
 - b. Extend and / or postpone the time for performance of the obligations of the Contractor under the Agreement.
 - c. Forbear or enforce any of the rights exercisable by Gujarat Industries Power Company Limited (GIPCL) against the Contractor under the terms and conditions of the Agreement.
 6. This guarantee shall be in addition to and not in substitution or in derogation of any other security held by Gujarat Industries Power Company Limited (GIPCL) to secure the performance of the obligations of the Contractor under the Agreement.
 7. No action, event or condition, which by any Applicable Law should operate to discharge the Bank from liability hereunder, shall have any effect and the Bank hereby waives any right it may have to apply such law, so that in all respects its liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.
 8. This guarantee will remain valid up _____ days or _____ whichever is earlier. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.
 9. WeBank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/ Order(s) or to extend the time of performance by the said Contractor(s) Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/ Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/ Order(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) / Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

10. Notwithstanding anything contained herein before, our liability shall not exceed Rs..... (Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged from all the liabilities under this guarantee.

Date.....

.....Bank

Corporate Seal of the Bank

By its constitutional Attorney
Signature of duly Authorized
person
On behalf of the Bank
With Seal & Signature code

Note: BGs to be furnished from any of the banks listed at Appendix 11 only.

Appendix- 11 List of Banks (for Bank Guarantee)

Bank Guarantee from the following Banks will be acceptable for GIPCL

1. All Nationalized Banks
 2. Axis Bank
 3. ICICI Bank
 4. HDFC BANK
 5. Kotak Mahindra Bank
 6. IndusInd Bank
 7. RBL Bank
 8. DCB Bank
 9. Federal Bank
 10. Bandhan Bank
 11. Standard Chartered Bank
-
- The Bank Guarantee submitted should have the clear one time validity in all respect and up to the completion period. If by any reason the Contract Period is extended, the Bidder shall undertake to renew the Bank Guarantee at least one month before the expiry of the validity failing which GIPCL will be at liberty to encash the same.

Appendix- 12 Form of Declaration of Eligibility

(On the letter head of Company)

Ref. No.:

Date:

I/ We, M/s hereby certify that I/we have not been declared blacklisted/banned/de-listed/debarred from similar business by State/Central Govt. departments or Government Under takings in accordance with Clause No. 3.2 (C) (ii) of RFP document No. GIPCL/PMC/2022-23 dtd: 02.01.2023 on Banning of Business Dealings.

(Seal & Signature of the Bidder)

Appendix- 13 Format for Schedule of Price

**1. Schedule of Price for Development of 600MW Capacity (Phase-1) Solar Project(s)
(TABLE-1)**

Sr. No.	Item	Unit	Qty	Rate	Total Quoted Price in Rs
Pre-Contract Award					
A1	Preparation of Procurement Strategy	LS	LS	LS	
A2	Preparation of Request for Proposal(s) (RFP) documents (as per Nos. of packages finalized during concept stage), Participation in Pre Bid meeting, Replies to Bidder's queries, Bidder clarification, furnishing the revised specification/amendment if necessary in the tender, Assistance in techno-commercial evaluation of bids, Reviewing and Vetting of bid evaluation report, Finalization of Orders and contract document(s) and all specified work as per the detailed scope at relevant clauses in this tenders.	LS	LS	LS	
Sub Total of Pre-award contract Price: A*=A1+A2					
B*	Post –Contract Award				
B*	Charges for Assistance in Review of Engineering documents of Contractor for approval, scrutinizing the Quality Assurance Plan, Drawings and Design basis reports to be supplied by the contractors, approval of equipments sizing and selection, selection of sub-vendors / sub- contractors for approval and other Post Bid Engineering work as specified in the Tenders etc.	LS	LS	LS	
C	Site supervision of construction, erection and commissioning , quality control at site, measurement and certification of contactors invoices,	Man Month			
(i)	Construction Manager	Man Month	24		
(ii)	Site Engineer	Man Month	480		
D	Inspection and expediting services	No of Visits	80		
	Total quoted Price (A +B+C+D)				
	GST with %				
E1	Total quoted Price with taxes				

2. Schedule of Price for Development of 600MW Capacity (Phase-2) Solar Project(s) (TABLE-2)

Sr. No.	Item	Unit	Qty	Rate	Total Quoted Price in Rs
Pre-Contract Award					
A1	Preparation of Procurement Strategy	LS	LS	LS	
A2	Preparation of Request for Proposal(s) (RFP) documents (as per Nos. of packages finalized during concept stage), Participation in Pre Bid meeting, Replies to Bidder's queries, Bidder clarification, furnishing the revised specification/amendment if necessary in the tender, Assistance in techno-commercial evaluation of bids, Reviewing and Vetting of bid evaluation report, Finalization of Orders and contract document(s) and all specified work as per the detailed scope at relevant clauses in this tenders.	LS	LS	LS	
Sub Total of Pre-award contract Price: $A^*=A1+A2$					
Post –Contract Award					
B*	Charges for Assistance in Review of Engineering documents of Contractor for approval, scrutinizing the Quality Assurance Plan, Drawings and Design basis reports to be supplied by the contractors, approval of equipments sizing and selection, selection of sub-vendors / sub- contractors for approval and other Post Bid Engineering work as specified in the Tenders etc.	LS	LS	LS	
C	Site supervision of construction, erection and commissioning , quality control at site, measurement and certification of contactors invoices,	Man Month			
(i)	Construction Manager	Man Month	24		
(ii)	Site Engineer	Man Month	480		
D	Inspection and expediting services	No of Visits	80		
	Total quoted Price (A +B+C+D)				
	GST with %				
E2	Total quoted Price with taxes				

3. Total Contract Price:

Sr. No.	Phase	Total Price including GST in Rs.
1	Phase-1 (Table 1)	
2	Phase-2 (Table 2)	
	Total amount in Rs for Phase. (1+2) (Table 1+2)	

Note:

1. Price for A+B shall be not more than 20% of the total Contract value excluding taxes (i.e. (A+B) shall not be more than 20% of (A+B+C+D))
2. Price shall remain Firm for the contract Period except for Deputation of Man Power at site which shall be escalated as follows.
3. Deputation of Man Power shall be Pre-Approved from GIPCL and as directed by GIPCL.
4. Man Month Rates for Deputation of Man Power at site will remain valid as follows. After expiry of validity period as below, if deputation is required, then 5% escalation will be given.

Man Month Rate valid up to	5% Escalation after validity
31.07.2025	31.12.2026

5. Any variation in taxes/ statutory levies post bidding shall be reimbursed at actual on submission of documentary proof.
6. The payment for Site supervision and Inspection and expediting shall be made as per actual deployment on monthly basis. The given schedule and quantity is tentative only. The Payment shall be made for actual stay at site / at inspection's place, Man day for travelling shall not be considered.
7. The Price should include all facilities like lodging, boarding, local transport etc. in the scope of Bidder as per this tender.

Appendix- 14 - Format for Confidentiality Undertaking

CONFIDENTIALITY UNDERTAKING

(On Company Letter Head with seal)

I, _____ {**Name of Authorized Person**} on behalf of (**[Name of Bidder]**)
Undertake to GIPCL that:

1. I undertake to keep confidential at all the times information obtained directly, indirectly thorough written, verbal or any other means during working for this assignment. I undertake not to disclose, publish, reveal, copy, transmit, quote, use any of the information in full or part, data, drawings, documents, photographs or any other literature to anyone during the course of assignment and thereafter in future either by the Company or any individual. The undertaking shall be binding to Bidding Firm including its successor/assignee as a whole and all individuals assigned to the task irrespective of their association with Bidding Firm in future.
2. I acknowledge that damages are not a sufficient remedy for any breach of this Undertaking and that GIPCL is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach of this Undertaking, in addition to any other remedies available to GIPCL as per law .
3. I acknowledge that this Undertaking is governed by the law in force in India and I agree to submit to jurisdiction of the court of Vadodara, Gujarat.
4. I undertake to sign Non-Disclosure Agreement (NDA) in case of assigning the job.

Company Seal

Authorized Signatory

Place:

Date:

Appendix- 15: Format for Bank Guarantee for Advance Payment

(To be executed on non-judicial stamped paper appropriate Value)

B. G. No. _____ Date: _____

1. In consideration of Gujarat Industries Power Company Limited, having its office at PO: RANOLI, Dist. Vadodara-391 350, Gujarat State, India (hereinafter called “The Company Owner” which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) having agreed to make an advance payment of Rs.....(Rupees.....only) to M/s.....(hereinafter called “the said Contractor(s)/Seller(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) from the demand, terms and conditions of Contract/Order dated.....on production of a bank guarantee of equivalent amount.

2. We.....Bank having its branch office atdo hereby agree and undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the Company which is final and binding, the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of non-payment / adjustment of any part of the said advance or any dues to the company or any breach by the said Contractor(s)/seller(s) of any of the terms and conditions contained in the said contract(s) orders(s) or by reasons of the Contractor(s)/ Seller(s) failure to perform the said Contract(s)/ Order(s). Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).

3. We undertake to pay to the Company any money so demanded not withstanding any claim dispute or disputes raised by the contractor (s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under. Our liability to pay is not dependable or conditional on the owner proceeding against the Contractor(s)/ Seller(s).

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/Sellers but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said Contract(s)/Order(s) are fulfilled.

5. The Bank further unconditionally agrees with Gujarat Industries Power Company Limited (GIPCL) that Gujarat Industries Power Company Limited (GIPCL) shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time, to:
 - a. Vary and / or modify any of the terms and conditions of the Agreement.
 - b. Extend and / or postpone the time for performance of the obligations of the Contractor under the Agreement.
 - c. Forbear or enforce any of the rights exercisable by Gujarat Industries Power Company Limited (GIPCL) against the Contractor under the terms and conditions of the Agreement.
6. This guarantee shall be in addition to and not in substitution or in derogation of any other security held by Gujarat Industries Power Company Limited (GIPCL) to secure the performance of the obligations of the Contractor under the Agreement.
7. No action, event or condition, which by any Applicable Law should operate to discharge the Bank from liability hereunder, shall have any effect and the Bank hereby waives any right it may have to apply such law, so that in all respects its liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.
8. WeBank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/Order(s) and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the Company certifies that the terms and conditions of the said Contractor(s)/ Order(s) have been fully and properly carried out by the said Contractor(s)/Seller(s) and accordingly discharges the guarantee.
9. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till project completion date..... as per LOI reference.....dated.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged from all the liabilities under this guarantee.

Date..... Bank

Corporate Seal of the Bank

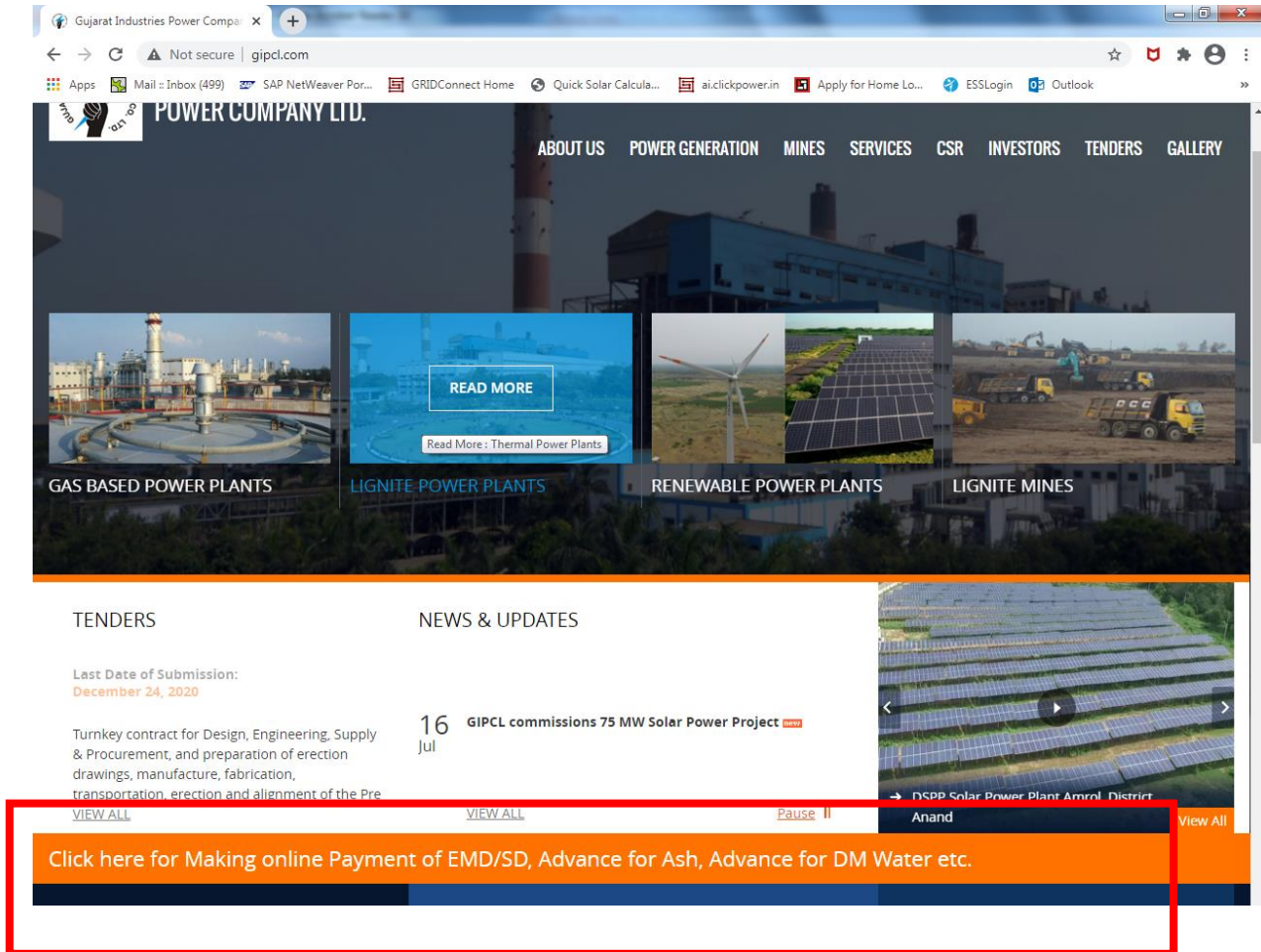
By its constitutional Attorney

Signature of duly Authorized person
On behalf of the Bank
With Seal & Signature code

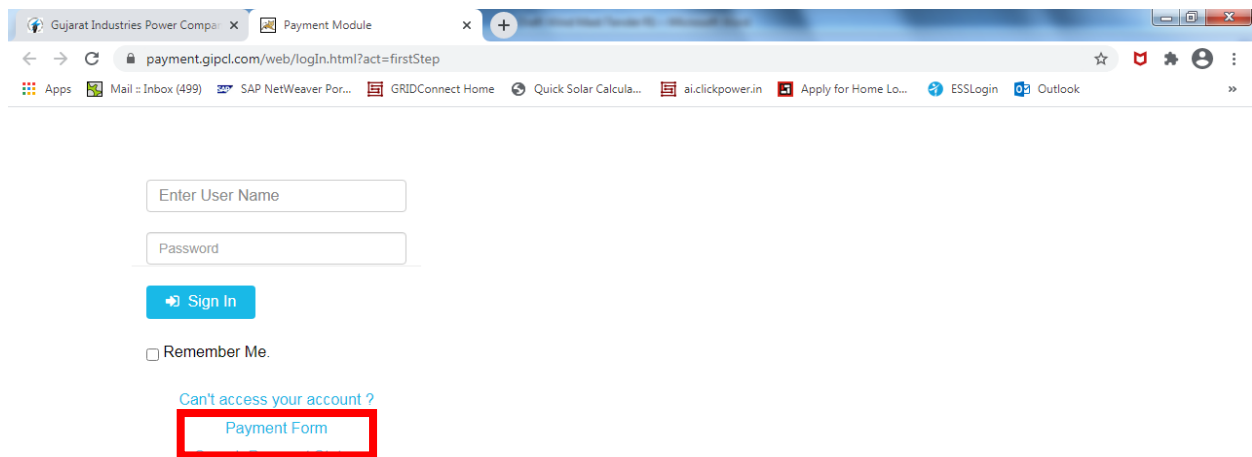
Note: BGs to be furnished from any of the banks listed at Appendix 11.

Appendix- 16 Procedure for Online Payment (Transfer of Tender Fee/EMD)

1) Visit www.gipcl.com and click the online payment option



2) It will redirect to following page. Now click on payment form



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- 3) Now select EMD/Tender fees option and fill required details. Wherever details are not available with bidder like party code, they can enter Not Applicable.

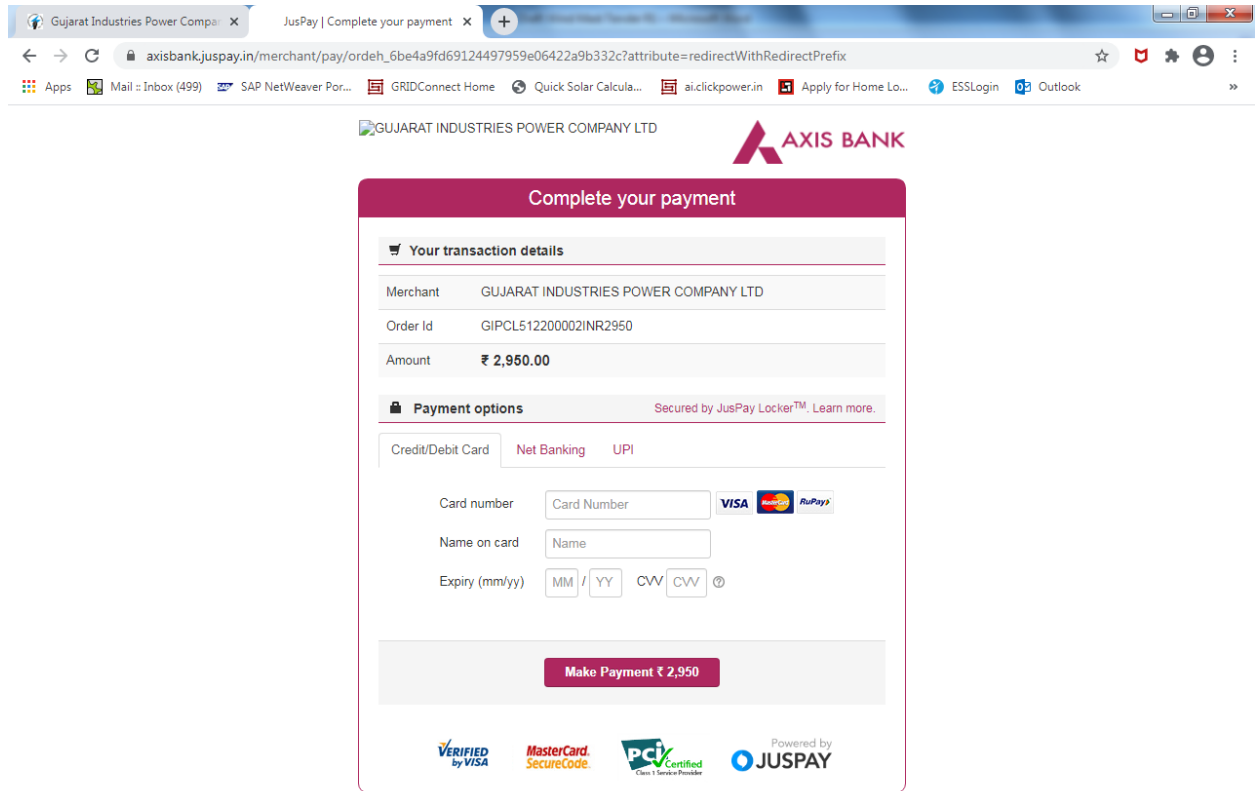
The screenshot shows the 'Payment Type Master Form' in a web browser. The form has a blue header with the GIPCL logo and a 'User' profile icon. The main content area is titled 'Payment Type Master Form' and includes a 'PAST PAYMENT' button. The form contains several fields, some marked as mandatory with a red asterisk. A dropdown menu for 'Select Type of Payment' is open, showing options: 'Advance For DM WATER', 'Advance for Ash', 'EMD', 'Tender fees', 'Invoice/Bill Payment', 'Security Deposit', and 'Othr'. Other fields include 'Enter Party Code', 'Enter Name of Party', 'Enter GST No', 'Enter PAN No', 'Enter Email Id', 'Enter Phone Number', 'Enter Mobile Number', 'Enter Address', 'Select Location', 'Enter Payment amount', and 'Enter Additional remarks'. A 'SUBMIT' button is located at the bottom right of the form.

- 4) After filling required details click on submit button.

The screenshot shows the 'Payment Type Master Form' with the following details filled in: 'Select Type of Payment' is set to 'Tender fees', 'Enter Party Code' is 'Not Applicable', 'Enter Name of Party' is 'xyz', 'Enter GST No' is 'xyz', 'Enter PAN No' is 'XYZ', 'Enter Email Id' is 'abc@domain.com', 'Enter Phone Number' is '999999', 'Enter Mobile Number' is '999999', 'Enter Address' is 'xyz', 'Select Location' is 'SOLAR', 'Enter Payment amount' is '2500', and 'Enter Additional remarks' is 'DPR /GEOTECH TENDER'. The 'SUBMIT' button is highlighted with a red box.

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5) Now make a payment with suitable option and take screenshot and upload with online bid.



Appendix- 17 Format of Self-Declaration of non-conviction by Court of Law

(On the letter head of Company)

Ref. No.:

Date:

I Mr the Bidder / Proprietor / Partner / Director of hereby certify that I have not been convicted by a Court of Law for an offence involving moral turpitude in relation to business dealings during the past seven (7) years.

(Seal & Signature of the Bidder)

Appendix- 18 Format for Vendor Registration

VENDOR REGISTRATION FORM

1.	Registered Name of the Firm	
2.	Legal Status of the firm	
3.	Year of Establishment Registration	
4.	H.O/Registered/Regional Office	
a.	Address	
b.	Name of the Contact person	
c.	Phone No. (Off.)	
d.	Phone No. (Resi.)	
e.	Mobile No.	
f.	Fax No.	
g.	E-mail	
5.	Factory/Go-down	
a.	Address	
b.	Name of the Contact person	
c.	Phone No. (Off.)	
d.	Phone No. (Resi.)	
e.	Mobile No.	
g.	E-mail	
f.	Fax No.	
6.	MSME Registration (If registered under	

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	this category)	
7.	Correspondence Address Address	
8.	Item Manufactured/Item Stocked	
9.	Items offering to GIPCL	
10.	Manufacturing/Storage Facilities	
a.	Details of Machinery/ Instrument & Other equipments, etc.	
b.	Lab & Testing Facilities	
11.	Whether able to submit Test Certificate along with each consignment	
12.	Maximum Quantity can be supplied per	
13.	Goods & Service Tax (GST) Registration	
a.	GST Registration No.	
14.	Income Tax/PAN No.	
15.	Central Excise Reg. Details	
a.	E C C No.	
b.	Reg. No.	
c.	Range Code & Address	
16.	a) Name & Address of the Bankers b) Account No. c) IFSC code:	
17.	Name & Address of Chief Executive/ Directors/Partners/Proprietors	
18.	Name of Associate Companies	

19.	Please provide credentials as well as list of customers (enclose	
20.	Please provide PO copies of reputed companies	
21.	Please provide performance and completion certificate from customer	
22.	Submit authorization certificate in case of you being a dealer	

DECLARATION

I declare that the information furnished above are correct to the best of my knowledge. Signature & Seal of the Authorized person

Name:	Place:	Date:
FOR GIPCL OFFICE:		
Item Category	Supplier Code	Date of Registration
Remarks :		