

TENDER NO:

SUPPLY OF SOLAR PV MODULES FOR 500 MW (AC) (625 MWp) SOLAR PV PROJECT AT GIPCL RE PARK, NR. VILL. KHAVDA, GREAT RANN OF KUTCH, GUJARAT

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APPENDIX-1: FORMAT FOR COVERING LETTER

Ref. No. _____

Dated:

To,
Shri A. K. Vaishnav
General Manager (RE Projects)
Gujarat Industries Power Company Limited
GIPCL Bhuj office: Pramukh Square Building,
1st Floor, Opp. Regenta Resort, Airport Ring Road, Bhuj-370 001
Dist. Kutch, Gujarat

**Sub: Submission of the Bid for RFP Document No. GIPCL /Solar/PV Modules/2024-25
dtd.**

Dear Sir,

We, the undersigned, have considered and complied and have accepted the terms stipulated in the Tender documents. The scope of work to be offered by the Bidder shall include but not be limited to manufacturing, testing, supply, packing & forwarding, transportation and insurance of 625 MWp Solar PV Modules, up to the Project site at 2375 MW RE Park, Nr. Vill. Khavda, Great Rann of Kutch Area, Gujarat.

The supplies covered under the Bid shall be completed in conformity with the RFP documents at the prices accompanying this Bid. It is a term of our Bid that the Supplies shall be delivered and shall achieve completion to the satisfaction of the Owner. This shall be the essence of the Contract between us.

We further agree and stipulate as follows:

1. Until the final Contract Documents are prepared and executed the RFP documents with any modifications, additions, deletions agreed with the Company(s) and your written acceptance thereof, shall constitute a binding Contract between us, upon terms contained in aforesaid documents and the Financial Proposal accompanying the Bid.
2. I/ We understand that you are not bound to accept the lowest of the Bid you may receive.
3. I/ We shall make available to the Company any additional information it may find necessary or require to supplement or authenticate the qualification statement.
4. I/ We acknowledge the right of the Company to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/ We understand that you may cancel the bidding process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants.
6. I/ We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
7. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/managers/employees.

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8. I/ We undertake that in case due to any change in facts or circumstances during the bidding process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP; we shall intimate the Company of the same immediately.
9. We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956 or Companies Act 2013.
10. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Company in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/ bidding process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
11. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
12. We agree to keep the bidding valid for acceptance for a period of 04 (four) months from the due date of this tender (hereinafter referred to as validity period) and the Bid shall not be withdrawn on or after the opening of bidding till the expiration of the validity period or any extension thereof.
13. We also undertake not to vary/modify the Bid during the validity period or any extension thereof.
14. We represent that we have fully satisfied ourselves as to the nature and location of the Project having in mind the general and local conditions and other factors incidental to the performance of the works and the costs thereof.
15. We further represent that from our own investigation of the Site of the Project we have fully satisfied ourselves as to the character, quality and quantity of surface and other conditions to be encountered in the performance of the works and we understand and represent that any failure to acquaint ourselves in respect of these matters and the other factors and conditions as set forth shall not relieve us from any responsibility for estimating properly the difficulty and cost of successfully performing the works.
16. We also acknowledge and accept that you shall not pay for any discontinuance or low performance rate resulting from malfunction of / or inadequacy of our equipment, instruments or personnel.
17. We agree to return to you all reports and technical data provided for our use in preparing this Bid and in the subsequent conduct of the works. We undertake that we will not use the same for any other work/purpose.
18. We further represent that we have familiarized ourselves with all the terms and provisions of the various parts of the bidding documents and that in making our Bid, we do not rely upon any representation made by any agent or employee of yourselves in respect of the terms of the bidding documents or the nature of the performance of the works.
19. We submit this Bid with the full understanding that our Bid fully complies with all the terms and conditions of the RFP documents including Bid evaluation criteria and that no deviation/exception to the RFP documents have been taken by us. We also agree that in case we have taken any exceptions/ deviations to the RFP documents, the Company will be free to reject our offer on account of such exceptions/deviations.

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Dated this _____ day of __20_____(Year)

Signature: _____

In the capacity of: _____

Duly authorized to sign Tenders for and on behalf of

(Name & Address):

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APPENDIX-2: DETAILS OF BIDDER

To,

Shri A. K. Vaishnav
General Manager (RE Projects)
Gujarat Industries Power Company Limited
GIPCL Bhuj office: Pramukh Square Building,
1st Floor, Opp. Regenta Resort, Airport Ring Road, Bhuj-370 001
Dist. Kutch, Gujarat, India

Sub: RFP Document No. **GIPCL/ Solar/PV Modules/2024-25** for manufacturing, testing, supply, packing & forwarding, transportation and insurance of 625 MWp Solar PV Modules, up to the Project site at 2375 MW RE Park, Nr. Vill. Khavda, Great Rann of Kutch Area, Gujarat.

1. (a) Name of the Bidder:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:
(d) Date of incorporation and/ or commencement of business:
(e) GST Number (Copy Attached: Yes/No):
(f) Income Tax Permanent Account No (Copy of PAN Attached: Yes /No):
2. Brief description of company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for company:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

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5. Plant/ Factory Details:

- a) Location -----
- b) Description -----

6. Details of testing facilities available at works:

- a) List of testing equipment.
- b) Quality Plan for manufacturing and Tests carried out on items offered
- c) Details of the test organization available.

7. Describe Quality Control Organization, if any, and give the organization chart.

- a) Are goods offered subject to batch test, random sampling, or full 100% test for Quality check?
- b) Are tests carried out by factory employees or by a separate testing agency?
- c) Are independent quality Control Organization checks made and certificates issued?

8. Bidder to submit the company profile with organogram.

AUTHORISED SIGNATORY

NAME:
DESIGNATION:
DATE:

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APPENDIX-3: DETAILS OF SIMILAR TECHNICAL EXPERIENCE

INSTRUCTIONS

- a) The Bidder shall indicate similar technical experience as per Tender document herein.
 - b) The Bidder shall duly attach the Letter of Award (LOA) and/or Certificate of Satisfactory Completion of Supplies/Work from the Client.
1. The Bidder shall submit the supplies/ works documents in support of the Pre-Qualification requirement herein, all other documents shall also be submitted as per relevant Qualification clauses. Bidder to clearly indicate the document for each qualifying Criteria as per Tender, failing which may lead to rejection of Bid.

Sr. No	Pre-Qualification Criteria	Documents submitted in support of the qualifying criteria
1		

2. Bidder shall use separate forms for each qualifying Criteria as per Tender document

Sr. No	Description	Details to be furnished by the Bidder
1.	Name of the Project and its Location for which Solar PV Modules supplied	
2.	Name and postal address of Client	
3.	Contract person in the Client's office Contact Number and e-Mail ID	
4.	Client's Order No. & Date	
5.	Type and rating of PV Modules supplied	
6.	Capacity of PV modules supplied (in MWp)	
7.	Scope of Work	
8.	Confirm if the copy of order reveals the Type & Rating of PV Modules, Capacity supplied and the Scope of Work, Else, confirm if a certificate from the client indicating the above details is enclosed. (Please note that this reference will not be considered in the absence of this document).	Yes / No
9.	(i) Contract Order Value Awarded	Rs.
	(ii) Final Value of the Order Executed	Rs.
	(iii) Value of relevant work experience as per BQC	Rs.

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10.	Project Milestones: (i) Date of Award	
	(ii) Scheduled Completion Date	
	(iii) Actual Completion Date of supplies	
	(iv) Reasons for Delay if any	
11.	Confirm if copy of certificate from the client for one- year satisfactory Supply chain operations is enclosed. (Please note that this reference will not be considered in the absence of this	Yes / No
	Confirm that all the supporting documents with regard to Bidder meeting the Pre- Qualification Requirement (PQR) as mentioned in this NIT are furnished along with the Bid. Non-submission of the supporting documents may lead to rejection of the bid	Yes / No
12.	Certificate reference No.	
	Date of Certificate	
	Date of Completion	
13.	Whether Worked as Contractor directly with Client or Sub-contractor of Contractor	<input type="checkbox"/> Executed work as Main Contractor
14.	If worked as Sub-contractor whether the required certificates and documents as mentioned in the NIT are submitted	<input type="checkbox"/> Submitted
		<input type="checkbox"/> Not Submitted
15.	Confirm that the above work has been completed within the qualifying period as mentioned in NIT	<input type="checkbox"/> Confirmed
16.	Confirm that the above work is not executed for the purpose of bidder's own plant / projects	<input type="checkbox"/> Confirmed
17.	Confirm that the above work is executed by the Bidders on their own and not by their subsidiaries	<input type="checkbox"/> Confirmed

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3. Financial Information:

Financial data for last three audited Financial Years

Sr. No.	Description	FY	FY	FY
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	Net worth 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.

AUTHORISED
SIGNATORY NAME:
DESIGNATION:
DATE:

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APPENDIX-4: FORMAT FOR PROJECT EXECUTION PLAN

I. DIVISION OF SCOPE OF WORK

Description	Engineering	Manufacturing	Supply

NOTES:

1. Bidder shall clearly indicate the agency which will carry out each activity and the location of activity.
2. In case any activity is proposed with back-up consultant, Bidder shall clearly indicate role of back- up consultant.
3. Bidder to identify major equipment / items and discipline.

II. DETAILED PROJECT SCHEDULE

Sr.	Activity	Start Date	End Date
1.	Issue of Lol	Zero Date	
2.			

NOTES:

1. The Bidder shall ensure that the entire supplies is completed within the completion schedule as given in Section -5 SCC clause No 1.0 from date of issue of Lol.
2. All Start Dates and End Dates to be indicated with respect to the Zero Date, e.g. +3 Days.
3. The Bidder may use as many lines as required to satisfactorily provide the detailed project schedule.

SIGNATURE OF BIDDER

NAME

DESIGNATION

SEAL DATE

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APPENDIX-5: DECLARATION OF COMPLIANCE

Date:

To,

Shri A.K. Vaishnav
General Manager (RE Projects)
Gujarat Industries Power Company Limited
GIPCL Bhuj office: Pramukh Square Building,
1st Floor, Opp. Regenta Resort, Airport Ring Road, Bhuj-370 001,
Dist. Kutch, Gujarat, India

Sub: Declaration of Compliance for the Bid for manufacturing, testing, Supply, packing & forwarding, transportation and insurance of 625 MWp Solar PV Modules, up to the Project site at 2375 MW RE Park, Nr. Vill. Khavda Great Rann of Kutch Area, 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/TED Document.

If awarded the job, the job work shall also conform to the terms and conditions, as well as specifications indicated in the RFP/TED 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: _____

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APPENDIX-6: SELF CERTIFICATION AND DECLARATION

SELF-CERTIFICATION

I, _____ S/o/D/o of _____, working as CEO/CFO/Company Secretary (indicate, as applicable) of the Company _____ having its registered office at _____ certify that all the details including documents pertaining to Bidder Qualification Criteria signed by undersigned vide our offer reference _____ against your Tender Enquiry document _____, are true, authentic, genuine and exact copy of its original. It is certified that none of the documents are false/forged or fabricated. All the documents submitted has been made having full knowledge of (i) the provisions of the Indian laws in respect of offences including, but not limited to those pertaining to criminal breach of trust, cheating and fraud and (ii) provisions of bidding conditions which entitle the Owner / CONSULTANT to initiate action in the event of such declaration turning out to be a misrepresentation or false representation. I further certify that further documents, if any, required to be submitted by our company, shall be submitted under my knowledge and those documents shall also be true, authentic, genuine, exact copy of its original and shall not be false/forged or fabricated.

DECLARATION

I, _____ S/o/D/o of _____, working as CEO/CFO/Company Secretary (indicate, as applicable) of the Company _____ having its registered office at _____ with reference to our bid _____ against your Tender Enquiry document _____, declare that in case, at a later date, any of the document submitted in our bid referred above is found to be false/forged or fabricated, I, shall be held responsible for the same and CONSULTANT / Owner has every right to take action against me and my company, as deemed fit as per provisions of the bidding documents including CONSULTANT/Owner's right to put our company on Holiday/Black list for future business with CONSULTANT / Owner.

Specimen Signature of authorized representative

Signature

Name & Designation (CEO or CFO or Company Secretary)

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APPENDIX-7: NO DEVIATION CERTIFICATE

Date:

To,

Shri A.K. Vaishnav
General Manager (RE Projects)
Gujarat Industries Power Company Limited
GIPCL Bhuj office: Pramukh Square Building,
1st Floor, Opp. Regenta Resort, Airport Ring Road, Bhuj-370 001
Dist. Kutch, Gujarat, India

Sub: No Deviation Certificate regarding Bid for manufacturing, testing, Supply, packing & forwarding, transportation and insurance of 625 MWp Solar PV Modules, up to the Project site at 2375 MW RE Park, Nr. Vill. Khavda, Great Rann of Kutch Area, 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: _____

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APPENDIX-8: DECLARATION ON BIDDER'S RELATION TO DIRECTORS

Date:

To,

Shri A.K. Vaishnav
General Manager (RE Projects)
Gujarat Industries Power Company Limited
GIPCL Bhuj office: Pramukh Square Building,
1st Floor, Opp. Regenta Resort, Airport Ring Road, Bhuj-370 001
Dist. Kutch, Gujarat, India

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

Dear Sir,

This has reference to our proposed Contract regarding Bid for manufacturing, testing, Supply, packing forwarding, transportation, insurance, of 625 MWp Solar PV Modules, up to the Project site at 2375 MW RE Park, Nr. Vill. Khavda, Great Rann of Kutch Area, 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;

- i) I am not a relative of any Director of GIPCL;
- ii) We are not a firm in which a Director of GIPCL or its relative is a partner;
- iii) I am not a partner in a firm in which a Director of GIPCL, or its relative is a partner;
- iv) We are not a private company in which a Director of GIPCL is a member or director;
- v) 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:

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APPENDIX-9: 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 manufacturing, testing, Supply, packing forwarding, transportation, insurance, 625 MWp Solar PV Modules, up to the Project site at 2375 MW RE Park, Nr. Vill. Khavda, Great Rann of Kutch Area, Gujarat, on single point responsibility, 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)

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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 Apostile 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.*

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APPENDIX-10: FORMAT OF SUMMARY OF AUDITED FINANCIAL STATEMENTS

To

Shri A.K. Vaishnav
General Manager (RE Projects)
Gujarat Industries Power Company Limited
GIPCL Bhuj office: Pramukh Square Building,
1st Floor, Opp. Regenta Resort, Airport Ring Road, Bhuj-370 001
Dist. Kutch, Gujarat, India

Sub: Summary of Financial Statement

Ref: Request for Proposal for Bid for manufacturing, testing, Supply, packing & forwarding, transportation and insurance of 625 MWp Solar PV Modules, up to the Project site at 2375 MW RE Park, Nr. Vill. Khavda, Great Rann of Kutch Area, 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 Only
			Audited Statement Attached?
			Yes // No
			Yes / No
			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] Date: [Insert Date]

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Place: [Insert Place]

[Insert Name of the Chartered Accountant]

[Insert address and contact information of the Chartered Accountant]

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.

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APPENDIX 11: FORMAT OF AUTHORIZATION BY PARENT COMPANY

[On the Official Letterhead of the Parent Company]

[Reference No.] From: [Name of Parent Company][Address of Parent Company] [Date]

To

Shri A.K. Vaishnav
General Manager (RE Projects)
Gujarat Industries Power Company Limited
GIPCL Bhuj office: Pramukh Square Building,
1st Floor, Opp. Regenta Resort, Airport Ring Road, Bhuj-370 001
Dist. Kutch, Gujarat, India

Sub: Authorization of use of financial capability by Parent Company

Ref: Request for Proposal for Bid for manufacturing, testing, Supply, packing & forwarding, transportation and insurance of 625 MWp Solar PV Modules, up to the Project site at 2375 MW RE Park, Nr. Vill. Khavda, Great Rann of Kutch Area, Gujarat.

Dear Sir,

- A. With reference to RFP No....., we confirm that we hold.....[Insert percentage of share held in words] percent ([Insert percentage of share held in figures] %) share in M/s. [Insert Name of the Bidder].
- B. We confirm that M/s [Insert Name of the Bidder] is authorized by us to use our financial capability for meeting the financial criteria as specified in the Tender, meeting all the provisions including but not limited to terms and conditions of the Tender and undertaking the Scope of Work as defined in the Tender.
- C. We further confirm that we shall by jointly and severally be held responsible for the performance of M/s [Insert Name of the Bidder] as per the various provisions including but not limited to the terms and conditions in undertaking the Scope of Work as defined in the Tender.
- D. Our financial summary is attached as a part of the Bid submitted by [Insert Name of the Bidder] as per the appropriate format indicated in the Tender.

For and on behalf of [Insert Name of Parent Company]

[Signature and Stamp of any Whole-Time Director] Name: [Insert name of the Whole-Time Director] Place: [Insert Place]
Date: [Insert Date]

[NOTE:

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A. The Authorization of use of financial capability by Parent Company shall be supported by a specific Board Resolution of the Parent Company satisfactorily conveying the same.]--

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APPENDIX-12: FORMAT OF FINANCIAL PROPOSAL

To

Shri A.K. Vaishnav
General Manager (RE Projects)
Gujarat Industries Power Company Limited
GIPCL Bhuj office: Pramukh Square Building,
1st Floor, Opp. Regenta Resort, Airport Ring Road, Bhuj-370 001
Dist. Kutch, Gujarat, India

Sub: Financial Proposal for Bid for manufacturing, testing, Supply, packing & forwarding, transportation and insurance of 625 MWp Solar PV Modules, up to the Project site at 2375 MW RE Park, Nr. Vill. Khavda, Great Rann of Kutch Area, Gujarat.

Dear Sir,

I,

present the Financial Proposal for the “**Bid** for manufacturing, testing, Supply, packing forwarding, transportation and insurance of 625 MWp Solar PV Modules, up to the Project site at 2375 MW RE Park, Nr. Vill. Khavda, Great Rann of Kutch Area, Gujarat. through the Tender Document No. “Tender No. GIPCL/.....” confirming that:

- i. I agree to all the terms and conditions set forth in this Tender Document. If awarded the Project, the implementation of the Project shall also conform to the terms and conditions, as well as specifications indicated in the Tender Document and as finally indicated by the Evaluation Committee.
- ii. Rates quoted in this Bid is for destination prices inclusive of all taxes, levies, duties, packing, forwarding, freight, insurance, loading, unloading, supply, and any/all charges for successful supply of goods, The break-up of taxes considered are also furnished in price bid.
- iii. Rates quoted in this Bid are inclusive of taxes and duties. The statutory variation in taxes shall be admissible in accordance with the Clause no. 3.13 Section-4 (GCC) of Volume-I. Under no circumstances shall escalation in the prices of this Tender Document shall be entertained.
- iv. The details quoted herein stand valid for at least 04 (four) months from the Bid submission due date.

SIGNATURE OF BIDDER _____

NAME _____

DESIGNATION _____

SEAL DATE _____

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APPENDIX-13: 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. Federal Bank
9. Bandhan Bank
10. IDBI Bank
11. Karur Vysya 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.

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APPENDIX-14 (A): FORMAT OF BANK GUARANTEE FOR 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 not withstanding 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.

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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 04 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 13 only.

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APPENDIX-14 (B): FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

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

BG No.

Date

1. WHEREAS Gujarat Industries Power Company Limited having its Corporate 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

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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.

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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 twelve 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 13 only.

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APPENDIX-15: CONTRACT AGREEMENT

(TO BE ENTERED SEPARATELY WITH GIPCL FOR THEIR RESPECTIVE PROJECTS)

This agreement is made at VADODARA the _____ day of _____ in the Christian year Two thousand _____ between _____ (herein after referred to as "THE CONTRACTOR" which expression shall unless excluded by or repugnant to the contract include its successors or permitted assigns) of the one part and the Gujarat Industries Power Company Ltd. Having their Corporate Office at PO: Ranoli-391350, Dist.: Vadodara, Gujarat (hereinafter called "The GIPCL" which expression shall unless excluded by or repugnant to the context include its successors or assigns) of the other part.

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

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

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

- (a) The contractors shall do and perform all works and things in this contract mentioned and described or which are implied therein or therefrom respectively or are reasonably necessary for the completion of the works as mentioned and at the times, in the manner and subject to the terms, conditions and stipulations contained in this contract, and in consideration of the due provision, executions, material supplies and completion of the works/supplies agreed to by the contractors as aforesaid, the GIPCL doth hereby covenant with the contractor to pay all the sums of money as and when they become due and payable to the contractors under the provisions of the contract. Such payments to be made at such times and in such manner as is provided by the contract.
- (b) The conditions and covenants stipulated herein before in this contract are subject to and without prejudice to the rights of the GIPCL to enforce penalty for delays and / or any other rights whatsoever including the right to reject and cancel on default or breach by the contractors of the conditions and the covenants as stipulated in the general conditions, specifications, forms, or Tender schedule, drawing, etc., attached with GIPCL's Order No.....

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

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SCHEDULE

List of documents forming part of the contract:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

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

Signed, Sealed and delivered by:

(Signature with Name, Designation & official seal)

For and on behalf of M/s. _____

In the presence of name, Full Address & Signatures. :

i).

ii).

Signed, Sealed and Delivered by:

(Signature with Name, Designation & official seal)

For and on behalf of Gujarat Industries Power Company Ltd. GIPCL Bhuj office:
Pramukh Square Building, 1st Floor, Opp. Regenta Resort, Airport Ring Road,
Bhuj-370 001, Dist. Kutch, Gujarat

In the presence of Name, Full Address & Signature:

i)

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APPENDIX-16: FORMAT FOR UNDERTAKING

Bidders Name: _____

Sr No.	Name of- Customer / Project Owner including contact person	Capacity of PV Modules supplied in MWp	Scheduled Completion period for Supplies as per Contract in (Months)	Actual Completion period taken for Supplies in (Months)	Efficiency of PV Modules
1					
2					
3					
4					
5					
6					

Remarks:

- Bidders shall provide data of at least 6 largest Orders of PV Modules supplied for Solar PV Plant successfully completed.
- Bidders shall submit supporting documents like copy of LOI/ WO /completion certificates etc. in support of schedule completion period and actual completion period.

Undertaking:

We hereby give undertaking that above data and information provided is true in all respect and can be verified independently by GIPCL directly from the customers.

Further we provide undertaking that no Order is delayed beyond 5 months from scheduled date of Completion of supplies.

Date: __

Place: _____

(Authorized Signatory

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APPENDIX-17: 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. 3.4 (ii) of Section-1, Volume-I of Tender document No. GIPCL/Solar/PV Modules/2024-25 dtd: ____on Banning of Business Dealings.

(Seal & Signature of the Bidder)

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APPENDIX-18: 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 through 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:

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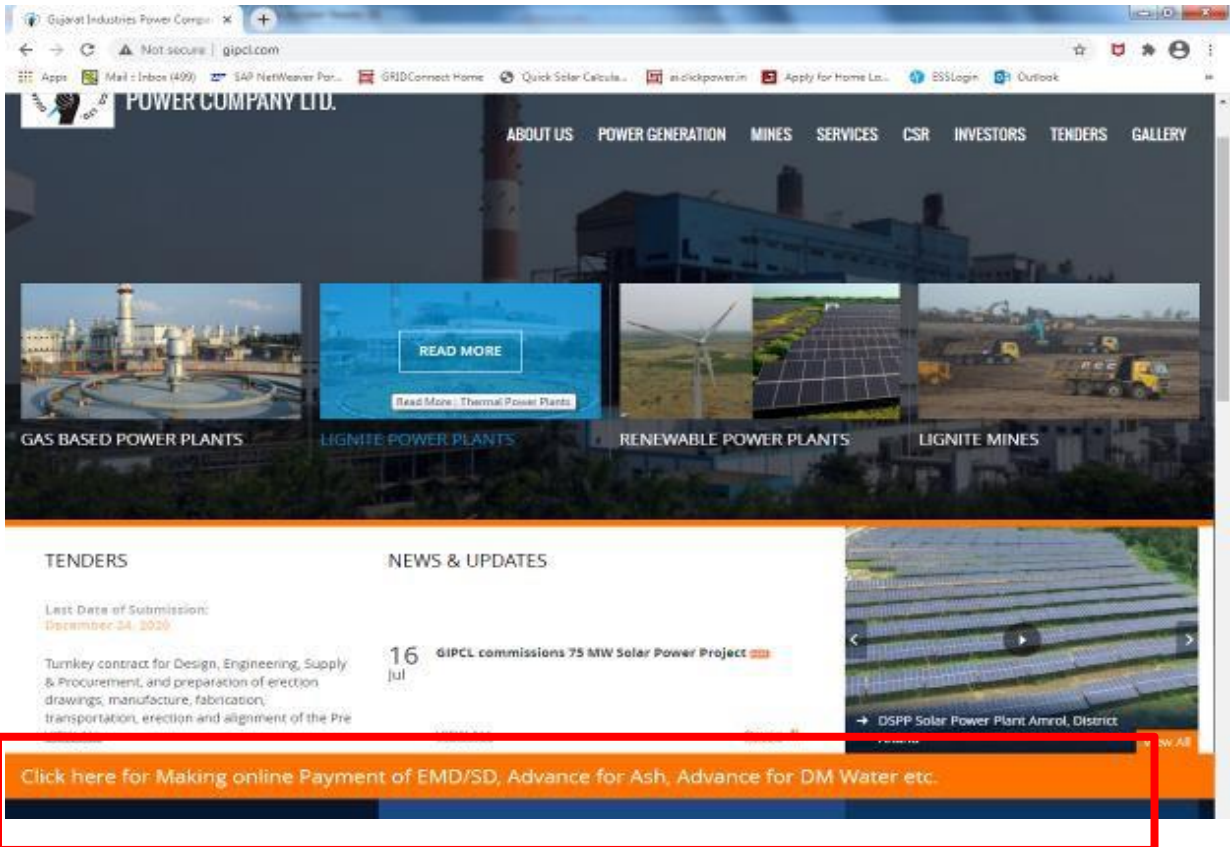


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APPENDIX-19 PROCEDURE FOR ONLINE PAYMENT (TRANSFER OF TENDER FEE/EMD)

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 'Select Type of Payment' dropdown menu is open, displaying several options. The 'Tender fees' option is highlighted. Other options include 'Advance For CM WATER', 'Advance for Ash', 'EMD', 'Invoice/Bill Payment', 'Security Deposit', and 'OTR'. The form also includes fields for '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 visible at the bottom 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 'DPS /GEOTECH TENDER'. The 'SUBMIT' button is highlighted with a red rectangular box.

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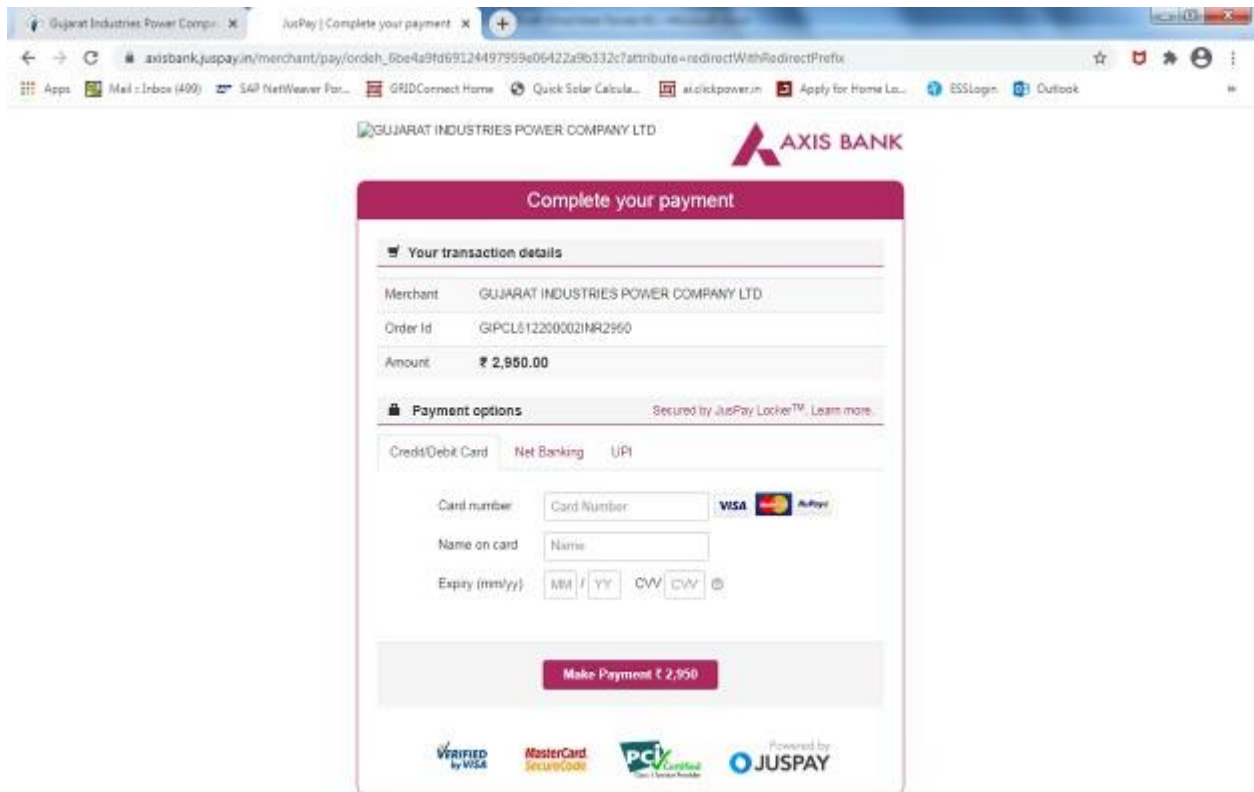
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- 5) Now make a payment with suitable option and take screenshot and upload with online bid.



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APPENDIX-20: BID EVALUATION CRITERIA

A. GENERAL:

1. The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and their bid will be rejected.
2. The bidder must meet the Technical, Financial and Other Criteria for qualification under pre-qualification criteria as per Section-1 of Volume-I of this specification.
3. The bidder must confirm & agree to the terms & conditions mentioned in the GCC & SCC (Section-4 & 5 respectively of Volume-I) of this package.
4. Bids submitted after the Bid Closing Date and Time shall be rejected.
5. Bids received through ETS portal shall only be accepted. Bids received in any other form shall not be accepted. However, physical bid document submission as mentioned in the NIT shall be complied by the bidder as well.
6. The bid documents are non-transferable. Bid can only be submitted in the name of the bidder registered on ETS Portal. Unsolicited bids will not be considered and will be straightway rejected.
7. Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting.
8. Any Bid containing false statement will be rejected.
9. Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document, otherwise the Bid will be summarily rejected.
10. If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
11. The bidders must quote their Price in the manner as called for vide "Price Schedule" under Section – 7.0 of Volume-I under this document.
12. Total quoted Lumpsum Contract Price as per Schedule of Rates shall include all applicable statutory levies, GST and duties if any.

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B. EVALUATION CRITERIA:

1. 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.
2. 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. GIPCL's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
3. 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.
4. GIPCL will evaluate and compare Bids which have been determined to be substantially responsive.
5. Bidder shall quote the Supply Price including transportation & insurance and GST in INR in the price schedule provided in the Tender Document.
6. Bidder will have to quote for the modules to be delivered in the range of 540Wp to 570Wp.
7. Evaluation of both Techno-Commercial (un-priced) bids and priced bids shall be done separately.
8. Price Bids of only Techno-commercial acceptable bids shall be considered for further evaluation.
9. Weighted average Watt Peak (Wp) of PV Module shall be derived as follows:

Name of the Bidder	Module offered				"Weighted Avg Wp of the Module" quoted by Bidder in Wp
	Quantity in MWp	wattage in Wp	Quantity in MWp	wattage in Wp	
X	50	540	100	570	560
Y	100	545	50	540	543
Z	75	540	75	545	543

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The Bidder shall indicate the quantity that would be offered by them for the different module rating as per this **Section-6 Appendix-25**. Based on the quantity indicated the weighted average Wp of the modules offered by the Bidder will be calculated.

For Bidders offering modules greater than 540Wp, the evaluation shall be done as under.

The Price bid evaluation shall be as under:

As example:

Bidder-1 has quoted as follows:

Evaluation Methodology			
Sr.No	Description	Unit	Value
1	Weighted Average of the PV Module quoted by Bidder	Wp	562.80
2	PV Module minimum to be offered by Bidders	Wp	540
3	Difference between (1) - (2)	Wp	22.80
4	Total MW offered by the Bidder	MWp	628.125
5	For every 1Wp increase in quoted module capacity from 540Wp, reduction in the price by	INR	13,580.00
6	Bid Deloading value (Sl.no 3 x Sl.No 4x Sl.No 5)	INR	19,44,82,575.00
7	Total Supply Price quoted by the Bidder	INR	1256,82,96,086.25
8	Evaluated Bid Price (Sl.No 7 (minus) Sl.No 6)	INR	1237,38,13,511.25
9	Quantity offered by the Bidder	MWp	628.125
10	Evaluated Price (Sl.no 8 (divided) by Sl.No 9)	INR/MWp	19699603.00
11	Evaluated Price	INR/Wp	19.70
	Rank		L-1

Bidder-2 has quoted as follows:

Evaluation Methodology			
Sr.No	Description	Unit	Value
1	Weighted Average of the PV Module quoted by Bidder	Wp	561.20
2	PV Module minimum to be offered by Bidders	Wp	540
3	Difference between (1) - (2)	Wp	21.20
4	Total MW offered by the Bidder	MWp	628.125
5	For every 1Wp increase in quoted module capacity from 540Wp, reduction in the price by	INR	13,580.00
6	Bid Deloading value (Sl.no 3 x Sl.No 4x Sl.No 5)	INR	18,08,34,675.00
7	Total Supply Price quoted by the Bidder	INR	1256,25,00,000.00

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8	Evaluated Bid Price (SI.No 7 (minus) SI.No 6)	INR	1238,16,65,325.00
9	Quantity offered by the Bidder	MWp	628.125
10	Evaluated Price (SI.no 8 (divided) by SI.No 9)	INR/MWp	197,12,104.00
11	Evaluated Price	INR/Wp	19.71
	Rank		L-2

Bidder-3 has quoted as follows:

Evaluation Methodology			
Sr.No	Description	Unit	Value
1	Weighted Average of the PV Module quoted by Bidder	Wp	563.00
2	PV Module minimum to be offered by Bidders	Wp	540.00
3	Difference between (1) - (2)	Wp	23.00
4	Total MW offered by the Bidder	MWp	628.125
5	For every 1Wp increase in quoted module capacity from 540Wp, reduction in the price by	INR	13,580.00
6	Bid Deloading value (SI.no 3 x SI.No 4x SI.No 5)	INR	19,61,88,562.50
7	Total Supply Price quoted by the Bidder	INR	1337,19,55,140.00
8	Evaluated Bid Price (SI.No 7 (minus) SI.No 6)	INR	1317,57,66,577.50
9	Quantity offered by the Bidder	MWp	628.125
10	Evaluated Price (SI.no 8 (divided) by SI.No 9)	INR/MWp	20976344.80
11	Evaluated Price	INR/Wp	20.98
	Rank		L-3

Ranking of the Bidder will be done on Evaluated Bid Price as depicted above and reverse auction would be carried out.

After Price evaluation the ranking shall be carried out as follows.(example)

Bidder	Evaluated Price Bid Rs. /Wp	Ranking
B1	19.70	L-1
B2	19.71	L-2
B3	20.98	L-3
B5	20.99	L-4
B4	21.00	L-5
B7	21.50	L-6
B6	22.00	L-7

The reverse auction shall be conducted on <https://www.bharatelectronicstender.com>.
Reverse Auction shall be carried out as follows:

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Total eligible bidders for reverse auction shall be decided as mentioned below:

Assuming

T = Total number of Techno-commercially qualified bidders, and

ST = Capacity of the total number of techno-commercially qualified bidders

SK = Cumulative capacity till the 'k'th serial number bidder (not the 'k'th rank bidder) after ranking is done in ascending order from L1 onwards

SM = Total capacity of techno-commercially qualified bidders after ranking is done in ascending order from L1 onwards) such that $(SM-1 < SE \text{ MW and } SM \geq SE$

SE = Eligible Capacity for Award.

SE = (Eligible capacity for award)	1) In case $ST < 625 \text{ MWp}$, $SE = 0.8 \times SE$ 2) In case $ST \geq 625 \text{ MWp}$, $SE = 0.8 \times ST$, subject to maximum eligible capacity being 625 MWp. 	
n = {	T, if $T = m$ or $m + 1$	Where m = Total number of techno commercially qualified bidders (After ranking is done in ascending order from L1 onwards) such that $(S_{m-1} < SE \text{ MW and } S_m \geq SE)$ and $1 \leq m \leq T$
	$m + (T - m) / 2$, if $S_m \geq SE$ and T-m is even	
	$m + (T - m + 1) / 2$, if $S_m \geq SE$ and T-m is odd	

Total eligible bidders for e-Reverse Auction = Bidders from Sl. No. 1 to Sl. No. n

For illustration purpose:

Sl. No.	Techno commercially qualified Bidder	Rank	Capacity (MW)	T	M	SE	N	Shortlisted Bidders for auction
1	B7	L-1	250	7	3	625	5	B7
2	B5	L-2	200					B5
3	B6	L-3	450					B6
4	B3	L-4	200					B3
5	B1	L-5	250					B1
6	B4	L-6	200					
7	B2	L-7	450					
			2000					

For Shortlisting of bidders for e- reverse auction is as under:

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Total bid capacity of techno-commercially shortlisted bidders = ST=2000 MW

Eligible capacity for award = SE = 625 MWp

SM = 900 MW

Therefore, $n = [3 + (7-3)/2] = 5$ as per the above formula or minimum 3 bidders whichever is higher shall be called for e-Reverse auction.

Shortlisted bidders for E- Reverse Auction will be able to login into <https://www.bharatelectronicstender.com> for reverse auction 1 hour before the start time of reverse auction.

- 1) During 1 hour prior to start of reverse auction process, the respective Price of PV module along with the total PV Module capacity of the bidder shall be displayed on its window.
- 2) The minimum decrement value for Price shall be ₹ 0.05 per Wp. The bidder can mention its revised price which has to be at least 05 (five) paisa less than its current price.
- 3) Bidders can only quote any value lower than their previous quoted price taking into consideration of the minimum decrement value. However, at any stage, increase in price will not be permissible. Bidders can improve their ranking by quoting the price lower than their last quoted price.
- 4) During Reverse Auction, the bidder shall not have the option of changing the total PV Module capacity while quoting Price during reverse auction.
- 5) In the bidder's bidding window, the following information can be viewed by the bidder:
 - a) Its Price as their initial start price and there after last quoted Price along with PV Module capacity for which the bidder is qualified;
 - b) The list of all the bidders with their following details:
Pseudo Identity, last quoted Price and PV Module capacity
- 6) The initial auction period will be of 60 (sixty) minutes with a provision of auto extension by 8 (eight) minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in Price, a Bidder causes a change in its zonal placement at that instant. The 'zones' are as defined below:
 - a) **Green Zone:** This zone consists of the Bidders who may be allocated their full quoted PV Module capacity if the auction is closed at that instant.
 - b) **Yellow Zone:** This zone consists of the Bidders who may be allocated a part of their full quoted PV Module capacity if the auction is closed at that instant.
 - c) **Red Zone:** This zone consists of the Bidders who will not be awarded their quoted PV Module capacity if the auction is closed at that instant.

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If no such change as described above is effected during the last 8 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed

Selection of Successful Bidders

- “Upon conclusion of e-RA process, the Bidders in the “Green Zone” and “Yellow Zone” shall be selected in the ascending order with lowest quoted Price (being L1) till the tender capacity (625 MWp) is exhausted.
- In case of the last selected bidder, if the balance PV module capacity is less than the total PV module capacity mentioned by the bidder, then the balance capacity shall be awarded to the bidder till the total capacity of 625 MWp is exhausted. In case the last Bidder refuses to accept such partial capacity offered by GIPCL, the Bank Guarantee against EMD submitted by such Bidder shall be encashed by GIPCL.
- In case of tie, among two or more bidders (i.e., their last quoted Price being the same) they will be considered in the chronological order of their last bid with preference to that bidder who has quoted his last bid earlier than others.
- In the above case (as mentioned in previous Section), if the time of quote also becomes exactly same among the bidders at a tie, then the ranking among these bidders shall be done as follows:
 - ❖ Step – 1: Lowest rank will be given to the bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.
 - ❖ Step – 2: Ranking will be done based on draw of lots.
- At the end of selection process, GIPCL will have right to decide on the issuance of Lol to the Successful Bidders or any of them based on consideration of price discovered.
- In all cases, GIPCL’s decision regarding selection of bidder through Reverse Auction or otherwise based on Price or annulment of tender process shall be final and binding on all participating bidders.
- Also, GIPCL reserves the right to short close the capacity lower than 625 MW at its sole discretion, if the prices are abruptly high or within acceptable limit of GIPCL.
- After completion of e-Reverse auction the Bidder shall submit the Price Break up by reverse calculating the bid evaluated price and offer proportionate discount.

As an example, if L-1 Bidder has reduced their price from Rs. 19.70/Wp to Rs. 18.80/Wp then their revised price would be Rs. 1200,00,00,000/- as per following:

Sr.No	Description	Unit	Value
1	Weighted Average of the PV Module quoted by Bidder	Wp	562.80
2	PV Module minimum to be offered by Bidders	Wp	540

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3	Difference between (1) - (2)	Wp	22.80
4	Total MW offered by the Bidder	MWp	628.125
5	For every 1Wp increase in quoted module capacity from 540Wp, reduction in the price by	INR	13580
6	Bid Deloading value (Sl.no 3 x Sl.No 4* Sl. No 5)	INR	19,44,82,575.00
7	Total Supply Price quoted by the Bidder (Revised)	INR	1200,00,00,000.00
8	Evaluated Bid Price (Sl.No 7 - Sl.No 6)	INR	1180,55,17,425.00
9	Quantity offered by the Bidder	MWp	628.125
10	Evaluated Price (Sl.no 8 (divided) by Sl.No 9)	INR/MWp	18794853.61
11	Evaluated Price	INR/Wp	18.80

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APPENDIX-22: INSURANCE REQUIREMENTS

A) Insurances to be taken out by the Contractor

In accordance with the provisions, the Contractor shall at its expense take out and maintain in effect or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Owner, such approval not to be unreasonably withheld. The inability of the insurers to provide insurance cover in the sums and with the deductibles and other conditions as set forth below, shall not absolve the Contractor of his risks and liabilities. However, in such a case the Contractor shall be required to furnish to the Owner documentary evidence from the insurer in support of the insurer's inability as aforesaid.

(a) Transit Insurance Policy:

Transit Insurance Policy for indigenous equipment

Similarly, Transit Insurance Policy shall be taken wherein only inland transit is involved for the movement of Plant and Equipment including mandatory Spares supplied from within India. The policy shall cover movement of Plant and Equipment including mandatory Spares from the manufacturer's works to the project's warehouse at final destination site. Inland Transit Clause (ITC) 'A' along with Strike Riots & Civil Commotion (SRCC) extension cover shall be taken.

Amount	Deductible Limits	Parties insured	From	To
120% of the Ex-Work Price of all the Plant and Equipment including mandatory spares to be supplied from within India plus GST, if additionally payable.	Nil	Contractor & Owner	Mfrs ware-house	Project's ware house store at final destination

- (i) If during the execution of Contract, the Owner requests the Contractor to take any other add-on cover(s)/ supplementary cover(s) in aforesaid insurance, in such a case, the Contractor shall promptly take such add-on cover(s)/ supplementary cover(s) and the charges towards such premium for such add-on cover(s)/ supplementary cover(s) shall be reimbursed to the Contractor on submission documentary evidence of payment to the Insurance company. Therefore, charges towards premium for such add-on cover(s)/ supplementary cover(s) are not included in the Contract Price.
- (ii) The Contractor shall take the policy in the joint names of Owner and the Contractor. The policy shall indicate the Owner as the beneficiary. However, if the Contractor is having an open policy for its line of business, it should obtain an endorsement of the open cover policy from the insurance company indicating that the dispatches against this Contract are duly covered under its open policy and include the name of the Owner as jointly Insured in the endorsements to the open policy.

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APPENDIX-23: QUALIFYING REQUIREMENT DATA

NIT Cl.No.	Pre-qualifying Requirements (PQRS)/Eligibility Conditions as per Tender Specification	PQRS Compliance	Remarks
3.1	<p>1. Qualification of Bidder will be based on meeting the criteria specified below regarding the Bidder's Technical Experience and Financial Position as demonstrated by the Bidder's responses in the corresponding Bid Schedules. Technical experience and financial resources of any proposed subcontractor shall not be taken into account in determining the Bidder's compliance with the qualifying criteria. Bidder shall furnish documentary evidence in support of the qualifying requirement stipulated below:</p> <p>GIPCL/Owner may assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the package within stipulated completion period. This assessment shall inter-alia include (i) document verification; (ii) bidders work/manufacturing facilities visit; (iii) manufacturing capacity, details of works executed , works in hand, anticipated in future & the balance capacity available for present scope of works; (iv) details of plant and machinery, manufacturing and testing facilities, manpower and financial resources; (v) details of quality systems in place; (vi) past experience and performance of similar capacity and nature within scheduled timeline; (vii) customer feedback; (viii) banker's feedback; (ix) supplied within last seven (7) years as on the date of bid submission.</p>		
3.2	TECHNICAL		

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NIT Cl.No.	Pre-qualifying Requirements (PQRS)/Eligibility Conditions as per Tender Specification	PQRS Compliance	Remarks
	<p>3.2.1 The Bidder or its Holding Company/Subsidiary Company should be a Solar PV module manufacturer with 540Wp or above rated PV module (Bi-facial) listed in the latest “ALMM” order issued by MNRE prior to the last date of bid submission.</p> <p>Notes for Clause 3.2.1</p> <p>a) In case Bidder is a Holding Company or Subsidiary company of the PV module manufacturer who meets the qualification criteria given at 3.2.1 above, then the Bidder along with qualified manufacturer shall furnish an undertaking that they will be jointly and severally responsible for the execution of the Contract as per format enclosed in the bid documents, failing which bidder’s Techno-commercial bid shall be liable to be rejected.</p> <p>b) Word “ALMM” shall be as per Office Memorandum No. 283/54/2018- Grid Solar (“Approved Models and Manufactures of Solar Photovoltaic Modules Order, 2019), dated 2nd January 2019 and subsequent orders issued in this regard by Government of India from time to time.</p>		

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NIT Cl.No.	Pre-qualifying Requirements (PQRS)/Eligibility Conditions as per Tender Specification	PQRS Compliance	Remarks
3.3	FINANCIAL		
i)	<p>Minimum Average Annual Turnover (MAAT) of the Bidder for last three (3) financial years shall be at least Rs 50 Lakhs/MWp (rupees fifty lakhs per MWp) only.</p> <p>Note: 1) If Bidder is quoting for 100 MWp to GIPCL, then MAAT shall be Rs. 50 Crores (rupees fifty crores). 2) Based on the quantity quoted the MAAT shall be worked out.</p>		
ii)	<p>The Net Worth of the Bidder during the last financial year should be positive.</p> <p>Net Worth = (Equity + Reserves) – (Revaluation reserves+ intangible assets + miscellaneous expenses to the extent not written off + carried forward losses).</p> <p>The Bidder shall provide a copy each of audited annual report to ascertain their turnover & net-worth. A certificate from CA shall be submitted along with the bid certifying the turn over & net worth to meet the qualifying criteria.</p>		
iii)	The Bidder shall submit audited annual report for the last 3 financial Years.		
3.4	OTHER CRITERIA FOR QUALIFICATION		
i	The Bid of only those Bidders will be considered who will produce documentary proofs, self-attested to meet the following requirements: The Bidders to have valid GST no.		
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 / GERMI / GETCO/ CEA/ PGCIL/ POSOCO etc.		

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NIT Cl.No.	Pre-qualifying Requirements (PQRS)/Eligibility Conditions as per Tender Specification	PQRS Compliance	Remarks
iii	The experience list shall include of PV Modules Manufactured & supplied (Type, Rating, total capacity supplied etc.) to Owner by Bidder himself as a Manufacturer which shall include entire Engineering, Design, Procurement, Supply & Insurance and not as a sub-contractor. The list of PV Modules supplied shall clearly mention name of the technology partner / licensee agreement company and whether the same is valid as on date with date of expiry.		
iv	The Bidder shall ensure that all the information, facts & figures, data provided in the bid are accurate and correct. GIPCL reserves the right to confirm / verify any data or information through their own sources. GIPCL also may contact directly the references given for the project executed and may also visit the site, manufacturing facilities & sub-vendors works etc., physically to ascertain capabilities of the applicant, if so desire at their own cost. Bidder may have to facilitate GIPCL for any such visit.		
v	The Bidder shall furnish documentary evidence by way of copies of Contract / Purchase Order, Completion Certificate or any other equivalent document, Audited Balance Sheet and Profit & Loss Account etc., along with the Bid to establish experience / track record and financial capabilities meeting Bid Evaluation Criteria		
vi	The Bidder or its Proprietor / Partner(s) / Director(s) of the Firm should not have been convicted by a Court of Law for an offence involving moral turpitude in relation to business dealings during the past seven (7) years. A self-attested Declaration certificate on the Letterhead of the Company shall be submitted.		
vii	GIPCL shall also take into account past experience of Project execution by Bidder for GIPCL or other reputed manufacturers while carrying out overall due diligence of the proposal and evaluating Bidder in totality to take final call on his selection. GIPCL decision regarding the same shall be final & binding to the bidder.		
viii	Bidder should not have executed any Orders making inordinate delay beyond the scheduled completion period, solely attributable on bidder's part excluding any Force Majeure conditionalities, for the Order of similar in nature. Bidder shall submit undertaking for the same as part of Bid submission document.		

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NIT Cl.No.	Pre-qualifying Requirements (PQRS)/Eligibility Conditions as per Tender Specification	PQRS Compliance	Remarks
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	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.		
	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.		

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APPENDIX-24: FORM OF SELF DECLARATION OF NON-CONVICTION BY COURT OF LAW

(On the letter head of Company)

Ref. No.:

Date:

I Mr./Ms. 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)

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APPENDIX-25: DECLARATION OF THE QUANTITY OFFERED AND BREAKUP OF THE MODULE RATING OFFERED FOR SUPPLY AGAINST THIS TENDER

(on Letter Head)

Total Plant Capacity for the Solar PV Module Manufacturing (insert the capacity)

Month wise details of the quantity committed for the period of to for other Clients (insert month wise commitment)

Quantity of the Solar PV Module offered (insert quantity offered) MWp.

We hereby declare that the modules of the nominal ratings as per the Break-up given in the Table -1 below shall be supplied by us.

We further understand that no change in the breakup of quantities of the various module rating shall be accepted at any later stage during the execution of the Contract.

Table – 1

NOMINAL MODULE RATING	Quantity of Modules offered in MWp
540 Wp (Minimum)	
545 Wp	
550 Wp	
555 Wp	
560 Wp	
565 Wp	
570 Wp	
Total	

Signature
Name
Designation
Company Seal

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APPENDIX 26 : FORMAT FOR PRE-BID QUERIES

Sr. No.	Vol. No. & Section No.	Clause No.	Page No.	Tender Term	Bidder's Query

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APPENDIX 27: FORM OF UNDERTAKING BY THE HOLDING COMPANY OR SUBSIDIARY COMPANY OF THE PV MODULE MANUFACTURER ALONGWITH THE BIDDER (ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

THIS UNDERTAKING executed this day of Two Thousand and by M/s., a Company incorporated under the laws of and having its Registered Office at (Hereinafter called the “Holding Company or Subsidiary Company” which expression shall include its successors, executors and permitted assigns),

and Ms/., a Company incorporated under the laws of having its Registered Office at (hereinafter called the “Bidder” which expression shall include its successors, executors and permitted assigns) in favour of (*insert names of the Owner*) a Company incorporated under the Companies Act of 1956 having its registered office at(*insert registered address of the Owner*)..... (hereinafter called the “Owner” which expression shall include its successors, executors and permitted assigns).

WHEREAS the “Owner” invited Bid as per its Specification No. for the Supply of(*insert name of the package along with project name*).....

AND WHEREAS Clause No. 3.2, Section 1, of Volume – I forming part of the Bid Documents inter-alia stipulates that in case Bidder is a Holding Company or Subsidiary company of the PV module manufacturer who meets the qualification criteria, then the Bidder along with qualified manufacturer shall furnish an undertaking that they will be jointly and severally responsible for the execution of the Contract , in the event the Bid submitted by the Bidder is accepted by the Owner resulting in a Contract.

AND WHEREAS the Bidder has submitted its Bid to the Owner vide Proposal No. dated based on the association with Holding Company or Subsidiary Company.

NOW THEREFORE THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the award of the Contract by the Owner to the Bidder (hereinafter referred to as the ‘Contract’), we, the Holding Company/Subsidiary Company and the Bidder do hereby declare that we shall be jointly and severally bound unto.....(*insert name of Owner*), for the successful performance

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of the and shall be fully responsible for the design, manufacture, testing, supply of in accordance with the Contract Terms.

We, the Holding Company/Subsidiary Company and Bidder agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract and further agree that this Undertaking shall continue to be enforceable till the Owner discharges it. It shall become operative from the effective date of Contract.

This undertaking shall be construed and interpreted in accordance with the Laws of India and Courts in Vadodara shall have exclusive jurisdiction in all matters arising under the undertaking.

IN WITNESS WHEREOF the **Holding Company Or Subsidiary Company**, and the Bidder have through their Authorised Representatives executed these presents and affixed Common seals of their respective Companies, on the day, month and year first above mentioned.

WITNESS

(For **Holding Company Or Subsidiary Company**)

Signature

Name

(Signature of the authorized representative)

Office Address

Name

Common Seal of Company

.....

WITNESS

(For Bidder)

Signature

Name

(Signature of the authorized representative)

Office Address

Name

Common Seal of Company

.....

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ANNEXURE-A1: ADVANCE PAYMENT GUARANTEE

(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 registered office at PO: RANOLI, Dist. Vadodara–391350, 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 notwithstanding 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.

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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 Twelve 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-13 only.

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ANNEXURE-A2: FORMAT FOR VENDOR REGISTRATION

VENDOR REGISTRATION FORM

1.	Registered Name of the Firm	
2.	Legal Status of the firm - Proprietor/Partnership/ Public/Private	
3.	Year of Establishment Registration Date	
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 this category)	
7.	Correspondence Address Address	
8.	Item Manufactured/Item Stocked	
9.	Items offering to GIPCL	

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10.	Manufacturing/Storage Facilities	
a.	Details of Machinery/ Instrument & Other equipment, etc.	
b.	Lab & Testing Facilities	
11.	Whether able to submit Test Certificate along with each consignment	
12.	Maximum Quantity can be supplied per month	
13.	Goods & Service Tax (GST) Registration Details	
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 PO COPIES of reputed companies)	
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	

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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:

Remarks:

Item Category	Supplier Code	Date of Registration
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