

VOLUME – I



**BALANCE OF SYSTEM PACKAGE FOR 500 MW(AC)  
SOLAR PV PROJECT**

SECTION – 6  
SHEET 1 OF 71

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## APPENDIX-1: FORMAT FOR COVERING LETTER

Ref. No. \_\_\_\_\_

To,

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

**Sub: Submission of the RFP for Document No. GIPCL/Solar/BOS/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 Design, Engineering, manufacturing, procurement, Supply, packing forwarding, transportation, insurance, unloading, construction, Civil Works, Installation, Testing, Commissioning, and taking over by Owner of Balance of System for the 500 MW (AC) Solar PV Project at Great Rann of Kutch Area, Gujarat (with Solar PV modules is free issue from Owner) including 3 years of O&M period.

Also, we have familiarized ourselves with the land surface and subsurface, metrological, climatological and environmental conditions which may exist in the installations area. In full cognizance and compliance with these aforesaid conditions and the regulations of local government authorities, we the undersigned do hereby offer for the Design, Engineering, manufacturing, procurement, Supply, packing forwarding, transportation, insurance, construction work, Civil Works, Installation, Testing, Commissioning and taking over by Owner of Balance of System for the 500 MW(AC) Solar PV Project at Great Rann of Kutch Area, Gujarat (with Solar PV modules is free issue from Owner) for which we have Bid. The work 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 Project shall be handed over installed, tested, commissioned and modified and shall achieve completion and acceptance of Performance Guarantee (PG) Test by the Owner, including attending punch points to the satisfaction of the Owner and Taking over the Project by GIPCL after successful completion of Operation & Maintenance period. 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

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terms contained in aforesaid documents and the Financial Proposal accompanying the Bid.

2. **That the Company will supply Solar PV Modules for installation on free issue basis.** All other materials and equipment required for performance of the work will be arranged by us.
3. I/ We understand that you are not bound to accept the lowest of the Bid you may receive.
4. I/ We shall make available to the Company any additional information it may find necessary or require to supplement or authenticate the qualification statement.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956 or Companies Act 2013.
11. 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.
12. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
13. We agree to keep the bidding valid for acceptance for a period of 120 days 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.
14. We also undertake not to vary/modify the Bid during the validity period or any extension thereof.
15. 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.
16. 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.

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- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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.

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),  
M/s. Gujarat Industries Power Co. Ltd.,  
PO: Ranoli, Dist. Vadodara-391 350  
Gujarat, India.

Sub: RFP Document No. **GIPCL/Solar/BOS/2024-25** for Design, Engineering, manufacturing, Supply, packing forwarding, transportation, Civil Works, Installation, Testing, Commissioning, O&M (03 years) and taking over by Owner of Balance of System for the 500 MW (AC) Solar PV Project at Great Rann of Kutch Area, Gujarat, on EPC Basis.

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 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 organ gram, manpower details, Bidders manpower for execution of GIPCL's project.

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 Work from the Client.
1. The Bidder shall submit the relevant 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		

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	
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 of plant	
6.	(a) Capacity of Plant AC/DC (in MW)	
	(b) CUF Guaranteed V/s Actual achieved Last Year	
7.	Scope of Work	
8.	Confirm if the copy of order reveals the Type of plant, Capacity of the plant 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) Commencement Date of the Project	
	(iii) Scheduled Completion Date	
	(iv) Actual Completion Date/ Commissioning	
	(v) Reasons for Delay if any	
11.	Confirm if copy of certificate from the client for one- year satisfactory operation is enclosed. (Please note that this reference will not be considered in the absence of this certificate)	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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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

Discipline/ Equipment	Basic Enginee ring	Design/ Detailed Enginee ring	Procurement	Supply	Project Management	Construction/ Fabrication/ Installation	Commiss ioning

## 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 work is completed (including but not limited to Commissioning/COD of 500 MW (AC) Solar PV Plant) within the completion schedule given in Section -5 SCC Clause No 1.0 from the 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: DETAILS OF QUALIFIED TECHNICAL STAFF**

Sr. No.	Name	Relevant Qualification	Additional Certifications	Total Years of Relevant Experience	Remarks
1.					
2.					
3.					
4.					
5.					
6.					

**Note:**

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

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## APPENDIX-6: DECLARATION OF COMPLIANCE

Date:

To,

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

**Sub:** Declaration of Compliance for the Bid for Design, Engineering, manufacturing, Supply, packing forwarding, transportation, Civil Works, Installation, Testing, Commissioning, O&M (03 Years) and taking over by Owner of Balance of System for the 500 MW (AC) Solar PV Project at Great Rann of Kutch Area, Gujarat, on EPC Basis.

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-7: 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 &amp; Designation (CEO or CFO or Company Secretary)

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## APPENDIX-8: NO DEVIATION CERTIFICATE

Date:

To,

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

**Sub:** No Deviation Certificate regarding Bid for Design, Engineering, manufacturing, Supply, packing forwarding, transportation, Civil Works, Installation, Testing, Commissioning, O&M (03 Years) and taking over by Owner of Balance of System for the 500 MW (AC) Solar PV Project at Great Rann of Kutch Area, Gujarat, on EPC Basis.

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-9: DECLARATION ON BIDDER'S RELATION TO DIRECTORS

Date:

To,

Shri A.K. Vaishnav,  
General Manager (RE Projects),  
Gujarat Industries Power Company Limited,  
PO: 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 Design, Engineering, manufacturing, Supply, packing forwarding, transportation, Civil Works, Installation, Testing, Commissioning, O&M (03 years) and taking over by Owner of Balance of System for the 500 MW (AC) Solar PV Project at Great Rann of Kutch Area, Gujarat, on EPC Basis 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-10: 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 Design, Engineering, manufacturing, Supply, packing forwarding, transportation, Civil Works, Installation, Testing, Commissioning, O&M (03 years) and taking over by Owner of Balance of System for the 500 MW (AC) Solar PV Project at Great Rann of Kutch Area, Gujarat, on EPC Basis, 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 Apostille 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-11: FORMAT OF SUMMARY OF AUDITED FINANCIAL STATEMENTS

To

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

**Sub: Summary of Financial Statement**

**Ref:** Request for Proposal for Bid for Design, Engineering, manufacturing, Supply, packing forwarding, transportation, Civil Works, Installation, Testing, Commissioning, O&M (03 years) and taking over by Owner of Balance of System for the 500 MW (AC) Solar PV Project at Great Rann of Kutch Area, Gujarat, on EPC Basis.

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]

Place: [Insert Place]

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[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 13: 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,  
PO: Ranoli-391350, Dist.: Vadodara,  
Gujarat, India.

**Sub: Authorization of use of financial capability by Parent Company**

**Ref:** Request for Proposal for Bid for Design, Engineering, manufacturing, Supply, packing forwarding, transportation, Civil Works, Installation, Testing, Commissioning, O&M (03 years) and taking over by Owner of Balance of System for the 500 MW (AC) Solar PV Project at Great Rann of Kutch Area, Gujarat, on EPC Basis.

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:

- 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-14: FORMAT OF FINANCIAL PROPOSAL

To

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

**Sub:** Financial Proposal for Bid for Design, Engineering, manufacturing, Supply, packing forwarding, transportation, Civil Works, Installation, Testing, Commissioning, O&M (03 years) and taking over by Owner of Balance of System for the 500 MW (AC) Solar PV Project at Great Rann of Kutch Area, Gujarat, on EPC Basis.

Dear Sir,  
I,

present the Financial Proposal for the “**Bid** for Design, Engineering, manufacturing, procurement, Supply, packing forwarding, transportation, insurance, construction work, Civil Works, Installation, Testing, Commissioning, O&M (03 years) and taking over by Owner of Balance of System for the 500 MW(AC) Solar PV Project at Great Rann of Kutch Area, Gujarat, on EPC Basis 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, installation, commissioning, and any/all charges for successful Engineering, Supply & Installation, Construction, Comprehensive Operation and Maintenance of “Project” at the Site. 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. 3.18 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 06 (Six) months from the Bid submission due date.

**SIGNATURE OF BIDDER** \_\_\_\_\_

**NAME** \_\_\_\_\_

**DESIGNATION** \_\_\_\_\_

**SEAL DATE** \_\_\_\_\_

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**LIST OF APPENDICES****APPENDIX-15: 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. AU Small Finance Bank
8. Federal Bank
9. Standard Chartered Bank
10. Bandhan 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-16 (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 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.

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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. We .....Bank 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 120 days 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 15 only.

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**APPENDIX-16 (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 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) for .....on the terms and conditions as set out inter alia, in the Company’s contract No./ P.O. No.....date .....and 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. We .....Bank having its branch office at .....do 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 notwithstanding 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).

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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. We .....Bank 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 15 only.

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## APPENDIX-17: 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 Head 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, construction and completion of the works 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,  
PO:Ranoli-391350,Dist:  
Vadodara, Gujarat

In the presence of Name, Full Address & Signature:

i)

\_\_\_\_\_

\_\_\_\_\_

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**LIST OF APPENDICES****APPENDIX 18: FORMAT FOR PRE-BID QUERIES**

<b>Sr. No.</b>	<b>Vol. No. &amp; Section No.</b>	<b>Clause No.</b>	<b>Page No.</b>	<b>Tender Term</b>	<b>Bidder's Query</b>

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## APPENDIX-19: FORMAT FOR UNDERTAKING

Bidders Name: \_\_\_\_\_

Sr No.	Name of- Customer / Project Owner including contact person	Capacity of Plant executed in MW (AC)	Scheduled Completion period for Commissioning as per Contract in (Months)	Actual Completion period taken for Commissioning in (Months )	Guaranteed Performance Parameters (CUF)	Actual Performance Parameters (CUF)
1						
2						
3						
4						
5						
6						

**Remarks:**

1. Bidders shall provide data of at least 6 largest Solar PV Plant successfully completed and operational.
2. Bidders shall submit supporting documents like copy of LOI/ WO /Commissioning 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 project of 40 MW and above is delayed beyond 6 months from scheduled date of Commissioning/Completion.

Date: \_

Place: \_\_\_\_\_ (Authorized Signatory)

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## APPENDIX-20: 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 (v) of Section-1, Volume-I of Tender document No. GIPCL/Solar/BOS/2024-25 dtd: \_\_\_\_\_ on Banning of Business Dealings.

(Seal &amp; Signature of the Bidder)

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## APPENDIX-21: 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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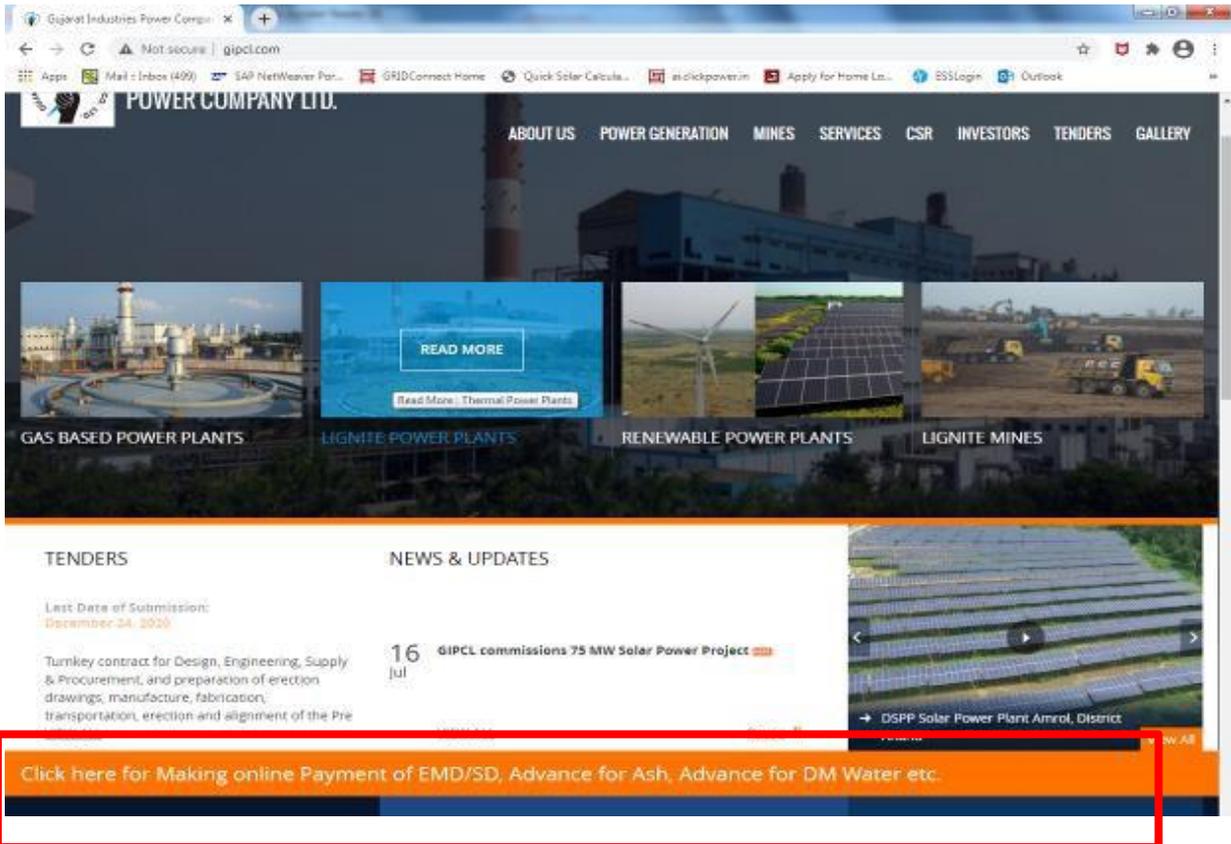


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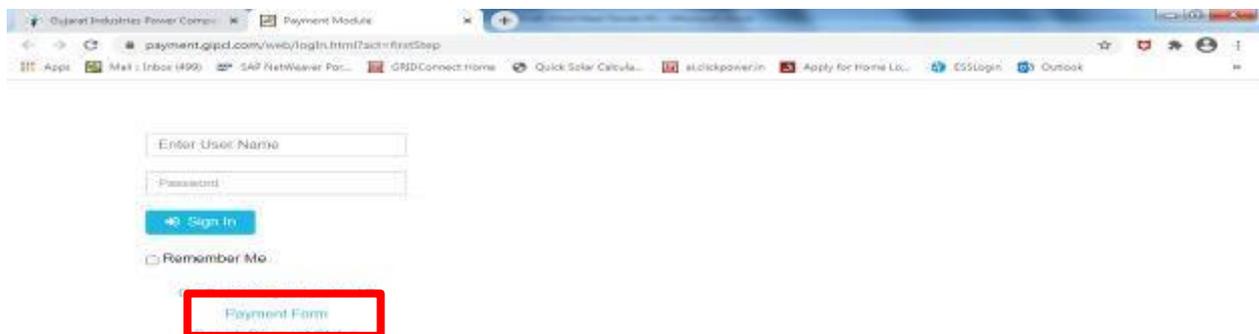


**APPENDIX-22 PROCEDURE FOR ONLINE PAYMENT (TRANSFER OF TENDER FEE/EMD)**

1) Visit [www.gipcl.com](http://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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- 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.

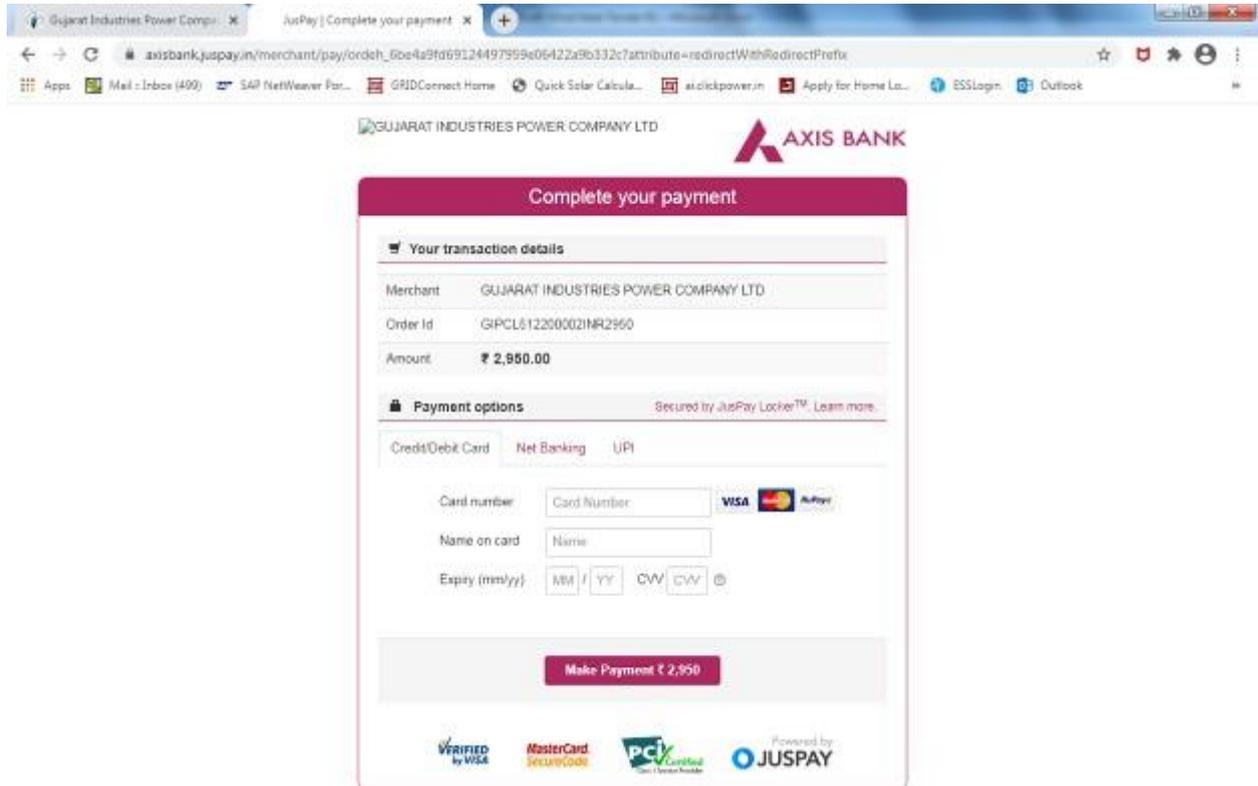
- After filling required details click on submit button.



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



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**LIST OF APPENDICES****APPENDIX-23: 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 the e-procurement 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 in whose name the User ID and Password have been issued. 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 charges/ rates in the manner as called for vide "Price Schedule" under Section – 7.0 of Volume-I under this document.
12. Total quoted EPC / Lumpsum Contract Cost 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. Evaluation of both Techno-Commercial (un-priced) bids and priced bids shall be done separately
6. Price Bids of only Techno-commercial acceptable bids shall be considered for further evaluation.
7. Evaluation shall be done on Total lumpsum price basis which shall be summation of: Supply Price +Mandatory Spares+ Installation Price + Civil Works Price + O&M Charges + AMC + GST as per the values indicated in the price schedule.
8. The Bid with the Lowest Lumpsum price (Total Contract Price) shall be ranked L- 1. The Bid with next highest value shall be ranked as L-2, L-3 and so on.
9. Based on the ranking, Lowest Three (3) eligible bidders or 50% out of total eligible Bidders (rounded to the next higher whole number), whichever is higher shall be invited for participation in e-Reverse Auction.
10. Decrement value and duration for the e-Reverse Auction shall be informed to the qualified bidders before start of e-Reverse Auction. The L1 shall be put up for starting e-Reverse Auction. e-Reverse auction shall be for reducing the Lumpsum price and the bidders have to reduce their Lumpsum price in decrement of value as decided before start of e-Reverse Auction.

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11. The reduction offered by the Bidder during e-Reverse Auction Process on the Lump price shall be considered for as an equivalent reduction in Total EPC Contract Price only. Accordingly, final EPC Contract Price will be arrived for all contractual purposes.
12. Upon completion of e-Reverse Auction process, L1 bidder shall be decided. The L1 bidder after e-Reverse Auction shall have to submit break-up in line with their quoted price bid within three (3) days.
13. In no case, a Bidder shall have the right to claim to be the Successful Bidder for its Bid.

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**APPENDIX-24: DELETED**

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## APPENDIX-25: 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) Marine Cargo Policy/Transit Insurance Policy:**

## (I) Marine Cargo policy for imported equipment

The Contractor shall take the Marine Cargo Policy for Plant and Equipment including mandatory Spares to be supplied from abroad wherein export/import including inland transit is involved for the movement of the Plant and Equipment including mandatory Spares. 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. The policy shall cover all risk for loss or damage that may occur during transit of Plant and Equipment including mandatory Spares from the Contractor/sub- Contractor's works or stores until arrival at project's warehouse/ store at final destination. Institute Cargo Clause (ICC) 'A' along with war & Strike Riots & Civil Commotion (SRCC) cover shall be taken.

## (II) 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 CIP Entry Border Price /CIF Indian Port of Entry of all the Plant and including mandatory Spares to supplied from abroad plus customs duties (including BCD, GST, Cess etc.) on merit rate.	Nil	Contractor & Owner	Mfrs ware-house	Project's ware-house store at final destination
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.				

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- (III) 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.
- (iv) 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.
- (b) Erection All Risk Policy/Contractor All Risk Policy:**
- (I) The policy should cover all physical loss or damage to the facility at site during storage, erection and commissioning covering all the perils as provided in the policy as a basic cover and the add on covers as mentioned at Sl. No. (III) below.

Amount	Deductible limits	Parties insured	From	To
<ul style="list-style-type: none"> <li>• 105% of CIP Entry Border Point Price /CIF Indian Port of Entry Price of all the Plant and Equipment including mandatory Spares to be supplied from abroad plus customs duties (including BCD, GST, Cess etc.) on merit rate</li> <li>• 105% of Ex-work Price of all the Plant and Equipment including mandatory Spares to be supplied from within India plus GST, if additionally payable.</li> <li>• And 100% of erection price component</li> </ul>	Minimum deductible as per Tariff Advisory Committee guidelines*	Contractor & Owner	Receipt at site of first lot of the Plant and Equipment including mandatory Spares	Up to Commissioning of the 500 MW(AC) Solar PV Plant

\* The deductibles as aforesaid shall not absolve the Contractor of his risks and liabilities under the contract provisions for insurance and in case of a claim under the policy, deductibles, if any, shall be to the Contractor's account

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- (II) The Contractor shall take the policy in the joint name of Owner and the Contractor. All these policies shall indicate Owner as the beneficiary. The policy shall be kept valid till the date of the Taking Over of the project by the Owner and the period of the coverage shall be determined with the approval of the Owner.

If the work is completed earlier than the period of policy considered, the Contractor shall obtain the refund as per provisions of the policy and pass on the benefit to Owner. In case no refund is payable by the insurance company then the certificate to that effect shall be submitted to Owner at the completion of the project.

- (III) The following add-on covers shall also be taken by the Contractor:
- i) Earthquake
  - ii) Terrorism
  - iii) Escalation cost (approximately @ 10% of sum insured on annual basis)
  - iv) Extended Maintenance cover for Defect Liability Period
  - v) Design Defect
  - vi) Other add-on covers viz., 50-50 clause, 72 hours clause, loss minimization clause, waiver of subrogation clause (for projects of more than Rs.100 crores, cover for offsite storage/fabrication (over Rs.100 crores).
- (IV) Third Party Liability cover with cross Liability within Geographical limits of India as on ADD-on cover to the basic EAR cover:

The third party liability add-on cover shall cover bodily injury or death suffered by third parties (including the Owner's personnel) and loss of or damage to property (including the Owner's property and any parts of the Facilities which have been accepted by the Owner) occurring in connection with supply and installation of the Facilities.

Amount	Deductible limits	Parties insured	From	To
<ul style="list-style-type: none"> <li>• For projects upto Rs. 100 crores, the third party liability limit shall be 10% of the project value for single occurrence/multiple occurrences in aggregate during the entire policy period.</li> <li>• For projects from Rs. 100 crores to Rs. 500 crores, the third party liability limit shall be Rs. 10 crores for single occurrence/multiple occurrences in aggregate during entire policy period.</li> </ul>	Minimum deductible as per Tariff Advisory Committee guidelines*	Contractor/ Sub-contractor	Receipt at site	Upto Taking over after completion of 3 years O&M.

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|---|--|--|--|--|
| <ul style="list-style-type: none"> <li>• For projects of more than Rs.500 crores, the third party liability limit shall be Rs. 25 crores for single occurrence/ multiple occurrences in aggregate during entire policy period.</li> </ul> |  |  |  |  |
|---|--|--|--|--|

\* The deductibles as aforesaid shall not absolve the Contractor of his risks and liabilities under the contract provisions for insurance and in case of a claim under the policy, deductibles, if any, shall be to the Contractor's account.

## (c) Automobile Liability Insurance

The Contractor shall ensure that all the vehicles deployed by the Contractor or its Subcontractors (whether or not owned by them) in connection with the supply and installation of the Facilities in the project are duly insured as per Motor Vehicle Act. Further the Contractor or its Subcontractors may also take comprehensive policy(own damage plus third party liability) of each individual vehicles deployed in the project on their own discretion in their own name to protect their own interest.

(d) **Workmen Compensation Policy:**

- (I) Workmen Compensation Policy shall be taken by the Contractor in accordance with the statutory requirement applicable in India. The Contractor shall ensure that all the workmen employed by the Contractor or its Subcontractors for the project are adequately covered under the policy.
- (II) The policy may either be project specific covering all men of the Contractor and its Subcontractors. The policy shall be kept valid till the date of Taking Over of 500 MW (AC) Solar PV Project by the Owner.

Alternatively, if the Contractor has an existing 'Workmen Compensation Policy' for all its employees including that of the Subcontractor(s), the Contractor must include the interest of the Owner for this specific Project in its existing 'Workmen Compensation Policy'.

- (III) Without relieving the Contractor of its obligations and responsibilities under this Contract, before commencing work the Contractor shall insure against liability for death of or injury to persons employed by the Contractor including liability by statute and at common law. The insurance cover shall be maintained until all work including remedial work is completed including the Defect Liability Period. The insurance shall be extended to indemnify the Principal for the Principal's statutory liability to persons employed by the Contractor.

The Contractor shall also ensure that each of its Subcontractors shall effect and maintain insurance on the same basis as the 'Workmen Compensation Policy' effected by the Contractor.

(e) **Contractor's Plant and Machinery (CPM) Insurance**

The Owner (including without limitation any consultant, servant, agent or employee of the Owner) shall not in any circumstances be liable to the Contractor for any loss of or damage to any of the Contractor's Equipment or for any losses, liabilities, costs, claims, actions

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or demands which the Contractor may incur or which may be made against it as a result of or in connection with any such loss or damage.

The Owner shall be named as co-insured under all insurance policies taken out by the Contractor, except for the Third-Party Liability, Workmen Compensation Policy Insurances, and the Contractor's Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor except for the Cargo Insurance During Transport, Workmen Compensation Policy Insurances. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.

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## APPENDIX-26: QUALIFYING REQUIREMENT DATA

NIT Cl.No.	Pre-qualifying Requirements (PQRS)/Eligibility Conditions as per Tender Specification	PQRS Compliance	Remarks
3.1	<p>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 &amp; 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) commissioned within last seven (7) years as on the date of bid submission etc.</p>		
3.2	<p><b>TECHNICAL</b></p> <p>The Bidder should have designed, supplied, erected/supervised erection and commissioned/ supervised commissioning of Balance of System of Solar Photo Voltaic (SPV) based grid connected power plant(s) of cumulative installed capacity of 100 MW (AC) or higher, out of which at least one plant should have been of 40 MW (AC) or higher capacity</p> <p>The reference plant of 40 MW(AC) or higher capacity must have been executed in the last seven years as on the last date of bid submission and should have been in successful operation for at least six (6) months prior to the last date of bid submission.</p>		

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NIT Cl.No.	Pre-qualifying Requirements (PQRS)/Eligibility Conditions as per Tender Specification	PQRS Compliance	Remarks
	<p><b>Notes for Clause 3.2 :</b></p> <p>a. The reference SPV based grid-connected power plant of 40MW(AC) or above capacity should be at a single location developed by Bidder for itself or an other client.</p> <p>b. For clause 3.2 Bidder shall submit certificate of successful completion and operation from the Owner.</p> <p>c. Direct/Indirect Order</p> <p>The Bidder shall also be considered qualified, in case the award for executing the reference work has been received by the Bidder either directly from the owner of the plant or any other intermediary organization. In such a case, a certificate from such owner of plant or any other intermediary organization shall be required to be furnished by the Bidder along with its Techno-Commercial bid in support of Bidder's claim of meeting the qualification requirement as per clause 3.2 above. Bidder shall also submit a certificate of successful completion and operation from the Owner.</p> <p>d. The Balance of Systems, under Clause 3.2, refers to works related following three areas in a Solar PV Plant:</p> <p>i. Electrical Works.</p> <p>ii. Civil works including Module Mounting Structures, drainage, culverts, roads, protection bunds, buildings or structures housing utilities, module cleaning system.</p> <p>iii. Complete works including Concept to commissioning of the Solar PV plant (excluding supply of PV Modules)</p>		

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NIT Cl.No.	Pre-qualifying Requirements (PQRS)/Eligibility Conditions as per Tender Specification	PQRS Compliance	Remarks
3.3	<b>FINANCIAL</b>		
i)	Minimum Average Annual Turnover ( <b>MAAT</b> ) of the Bidder for last three (3) financial years shall be at least Rs. 300 Crores (rupees three hundred crores) only.		
ii)	The Net Worth of the Bidder during the last financial year should be positive.  Net Worth = (Equity + Reserves) – (Revaluation reserves+ intangible assets + miscellaneous expenses to the extent not written off + carried forward losses).  The Bidder shall provide a copy each of audited annual report to ascertain their turnover & net-worth. A certificate from CA shall be submitted along with the bid certifying the turn over & net worth to meet the qualifying criteria.		
iii)	The Bidder shall submit audited annual report for the last 3 financial Years.		
3.4	<b>OTHER CRITERIA FOR QUALIFICATION</b>		
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 Proof of Permanent EPF account no., ESI registration no. and valid GST no.		
ii	The Bidder should have valid licenses under The Contract Labour (Regulation & Abolition) Act, 1970 & The Contract Labour (P & R) (Gujarat) Rules 1972 and amendment from time to time & as specified in the Labour Engagement clause below and should give an undertaking that he will get himself registered within one month if work is allotted to him.		
iii	The bidder should have valid electrical contractor license from State of Gujarat. If not, the bidder should give an undertaking that he will get himself registered within one month if the work is allotted to him.		
iv	<b>Labour Engagement</b>		
(a)	The Contractor shall be responsible to provide all wages and allied benefits to its labours 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.		



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NIT Cl.No.	Pre-qualifying Requirements (PQRS)/Eligibility Conditions as per Tender Specification	PQRS Compliance	Remarks
(b)	Strict adherence of 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 Contractor and he shall have to make good loss, if any, suffered by GIPCL on account of default in this regard by the Contractor		
(c)	The contractor is encouraged to use local manpower as per the local statutory (labour) requirement, if any.		
(d)	The successful Bidder shall obtain license under Contract Labour (Regulation & Abolition) Act 1970, read with rules framed there under and furnish the same to the Company within One (1) month of the issue of Detailed order of Contract failing which the detailed order of contract shall be cancelled/terminated without any further notice and its EMD and/ or performance guarantee shall be forfeited.		
v	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.		
vi	The experience list shall include only projects executed by Bidder himself as a turnkey contractor which shall include entire Engineering, Procurement, Supply & Installation and not as a sub-contractor. The list of projects executed shall clearly mention name of the technology partner / licensee agreement company and whether the same is valid as on date with date of expiry.		
vii	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.		
viii	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.		

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NIT Cl.No.	Pre-qualifying Requirements (PQRS)/Eligibility Conditions as per Tender Specification	PQRS Compliance	Remarks
ix	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.		
x	GIPCL shall also take into account past experience of Project 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 on following criteria. GIPCL decision regarding the same shall be final & binding to the bidder.		
xi	<b>Bidder should not have executed any project(s) making inordinate delay beyond the scheduled completion period, solely attributable on bidder's part excluding any Force Majeure conditionalities, for the project of similar project in nature. Bidder shall submit undertaking for the same as part of Bid submission document.</b>		
xii	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.		
xiii	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-27: DELETED**

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**APPENDIX-28: FORM OF DECLARATION OF THE CONTRACT LABOUR (REGULATION AND ABOLITION) ACT 1970 & THE CONTRACT LABOUR (P&R) GUJARAT**

(On the letter head of Company)

Ref. No.:

Date:

I/ We, M/s ..... hereby certify that I/we have valid licenses as per the Contract Labour (Regulation & Abolition) Act. 1970 & The Contract Labour (P & R) (Gujarat) Rules 1972 and amendment from time to time & as specified in the Labour Engagement clause.

(IF NOT REGISTERED)

I/We M/s ..... hereby undertake that I/We will get myself/ourselves registered within One (1) month if work is allotted to us.

(Seal & Signature of the Bidder)

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APPENDIX-29: FORM OF DECLARATION OF THE ELECTRICAL CONTRACTOR LICENSE  
FROM STATE OF GUJARAT

(On the letter head of Company)

Ref. No.:

Date:

I/ We, M/s ..... hereby certify that I/we have valid Electrical Contract License from State of Gujarat.

(IF NOT REGISTERED)

I/We M/s ..... hereby undertake that I/We will get myself/ourselves registered within One (1) month if work is allotted to us.

(Seal &amp; Signature of the Bidder)

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(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-32: FORM OF TAKING OVER CERTIFICATE**

Date.....

Name of

Contract.....

Contract No.....

To :

(Name and address of the Contractor)

Dear Sir,

Pursuant to the Contract entered into between yourselves and the Owner dated ..... relating to the ..... (*insert brief description of the Plants/Equipment/Facilities*)..... we hereby notify you that after commissioning, the Operation and Maintenance work has been successfully carried out for 3 years and on completion of the O&M period, the 500 MW(AC) Solar PV Plant in accordance with the terms of the Contract, the Owner hereby takes over the said 500 MW (AC) Solar PV Plant together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below:

1. Description of the Facilities or part thereof  
.....

2. Date of Completion:.....

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

Very truly yours,

Title  
(General Manager / as per confirmation from Owner)

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**APPENDIX-33: FORMAT FOR DISCLOSURE OF TECHNOLOGY PROPOSED**

<b>PV INVERTER</b>		
Type	:	Central Inverter/String Inverter
Configuration in one Block and Number of Blocks/Inverter rooms	:	<b>500 MW</b>
		<input type="text"/>
Manufacturer	:	
Model Number	:	
Inverter Capacity at 50 Deg C temperature	:	..... kW
Number of Inverters	:	<b>500 MW</b>
		<input type="text"/>
Type of Module Mounting Structure	:	Single Axis Tracker (East/West Tracking)
Inverter Station Type		<b>500 MW</b>
		<input type="text"/>

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## APPENDIX-34: SUBMISSION OF TECHNICAL DOCUMENT

**A) Technical Documents to be submitted along with the technical bid (Soft copy as well as Hard copy)**

1. Plant single line diagram
2. DC Capacity
3. AC Capacity
4. Inverter Block size Configuration
5. Tracker System with MMS
6. PVsyst Report.

Details of Major Equipment / Items (To be submitted with Bid)

Sr. No.	Description	Make	Model	Capacity / Rating
1.	String Combiner Boxes (SCBs)			
2.	DC Cables			
3.	PCUs / Inverters			
4.	Inverter Duty Transformer			
5.	AC Cables			
6.	HT Panel / Switchgear			
7.	LT Panel / Switchgear			
8.	Control and Relay Panel			
9.	SCADA System			
10.	Weather Monitoring System			
11.	Robotic System for MCS			
12.	Tracker System			

**B) Technical Documents to be submitted after award of Contract:**

1. Stadd Pro software file soft copy for Civil Foundation and Structure for verification of Civil & Structure design with third party.
2. Plant Layout
3. Inverter Station layout drawing
4. Civil- Tracker foundation drawing
5. Cross section drawing of road
6. Cross section drawing of fencing for the Plant including Transformer Yard.
7. Tracker drawing
8. Detailed schematic drawings of control and protection circuit for Inverter, LT panel etc.
9. Bill of Material shall include item description, type, weight, quantity, make, part / model number, specification etc. for all equipment / items supplied for the project
10. General arrangement layout for inverter etc.,
11. Installation manual for all equipment supplied under this RFP
12. Operation and maintenance manual for all equipment supplied under this RFP
13. Earthing drawings for all equipment supplied under this RFP

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14. Parameter settings of inverter
15. Technical datasheets, GA Drawings, system design documents/philosophy for all equipment supplied under this RFP
16. List of sub-vendors for all the Bill of Material items related to materials detailed drawings of foundations.
17. MQP, QAP and testing procedure for all equipment supplied under this RFP
18. Detailed activity-time chart for entire project implementation indicating Start Date and End Date for each activity.
19. Any other documents required for project not mentioned above
20. Detailed manpower deployment schedule.

All documents / drawings shall be submitted in PDF as well as editable format like AutoCAD, excel, word etc., as per requirement by GIPCL.

i) PCU: Technical Documents to be submitted

The following support documents shall be submitted as part of its Scope of Work:

1. Datasheets for electrical and mechanical properties indicating all the parameters specified in the Scope of Work.
2. Performance data at STC
3. Graphs indicating:
  - a. Efficiency and AC output v/s. temperature
  - b. Efficiency v/s. AC output incident radiation at STC
  - c. Efficiency and output curves at various incident radiation
  - d. P-out AC v/s. P-in DC
  - e. Efficiency profile v/s. Input power
4. IEC certificates
5. Compliance certificate as per CTUIL/GETCO/GUVNL/GEDA/MNRE/WRLDC/DISCOM/CEA etc. requirements or any other authorized authorities.
6. Warranty documents
7. Installation manual
8. SLD of inverter showing switches, breakers, no of inputs, configuration etc.



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**APPENDIX -35 PROFORMA FOR JOINT UNDERTAKING FOR AMC  
OF CRITICAL EQUIPMENT BEYOND O&M PERIOD**

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

In consideration of the Gujarat Industries Power Company Limited, (hereinafter referred to as the 'Owner ', which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. .... with its Registered/Head Office at..... (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), and the same having been unequivocally accepted by the Contractor resulting in a 'Contract' bearing No. .... dated..... valued at..... for..... (Scope of Contract)..... and the Contractor for providing **Annual Maintenance Contract (AMC) of Critical Equipment for Stipulated Duration beyond O&M Period** as specified in the Bidding Documents.

Contractor further agrees to the bidding document that the AMC of **Inverter\*/SCADA\*/Tracker \*/shall** be carried out through its vendor M/s.....with its Registered/Head Office at..... (hereinafter referred to as the 'OEM', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns). Contractor and OEM shall be jointly and severally liable to undertake the responsibility outlined in bidding document.

IN WITNESS WHEREOF, the 'Contractor' and the 'OEM', through their authorized representative, have executed these presents on the Day, Month and Year first mentioned above at ..... (Name of the Place) .....

**For and on behalf of**

**For and on behalf of**

.....  
**(Contractor's Name)**

.....  
**(OEM's name)**

Signature .....

Signature .....

Name .....

Name .....

Designation of .....

Designation of .....

Authorised representative

Authorised representative

Witness:

Witness:

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1. Signature .....  
2. Name .....  
3. Address.....  
-----

1. Signature.....  
2. Nam.....  
3. Address.....

(\*) Please strike off whichever is not applicable. Separate Joint undertaking is required to be furnished for aforesaid Equipment.

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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 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 at .....do 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. We .....Bank 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-15 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	
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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**ANNEXURE A3: FORMAT OF BANK GUARANTEE FOR PERFORMANCE FOR O&M**

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

Reference No. .... Bank Guarantee No. .... Dated: .....

To:  
Gujarat Industries Power Company Limited  
PO:Ranoli-391350,  
Dist.: Vadodara, Gujarat, India

Dear Sir,  
WHEREAS ..... *[Insert name of the Contractor]* with address ..... *[Insert address of the Contractor]* having its registered office at ..... *[Insert address of the Contractor]* (hereinafter, the “Bidder”) wishes to participate in RFP document No. **GIPCL/Solar/BOS/2024-25 dated** \_\_\_ issued by Gujarat Industries Power Company Limited (“GIPCL”) (hereinafter, the “Beneficiary”) for Operation and Management of Performance of Solar Power Project.

And WHEREAS a Bank Guarantee for Rupees *[.....]* valid till ..... *[Insert date for 3 years from the date of commissioning]* is required to be submitted by the Contractor as per the terms and conditions of the RFP.

We, *[Insert name of the Bank and address of the Branch giving the Bank Guarantee]* having our registered office at ..... *[Insert address of the registered office of the Bank]* hereby give this Bank Guarantee No. .... *[Insert Bank Guarantee number]* dated

..... *[Insert the date of the Bank Guarantee]*, and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Beneficiary any officer authorized by it in this behalf any amount not exceeding Rupees *[.....]* to the said Beneficiary on behalf of the Bidder.

We ..... *[Insert name of the Bank]* also agree that withdrawal of the Bid or part thereof by the Bidder within its validity or non-submission of further O&M Performance Bank Guarantee by the Bidder within the stipulated time of the Letter of Intent to the Bidder or any violation to the relevant terms stipulated in the RFP would constitute a default on the part of the Bidder and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the Bidder and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank up to and inclusive of ..... *[Insert the date of validity of the Bank]* and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of the Bidder Or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations

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made, given, conceded with or without our knowledge or consent by or between the Bidder and the Beneficiary.

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to Rupees ..... (*Insert the Amount*). Our Guarantee shall remain in force till ..... [*Insert date*]. Unless demands or claims under this Bank Guarantee are made to us in writing on or before ..... [*Insert date*], all rights of the Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

*[Insert the address of the Bank with complete postal branch code, telephone and fax numbers, and official round seal of the Bank]*

*[Insert signature of the Bank's Authorized Signatory]*

**Attested:**

..... [Signature] (Notary Public)

Place: .....

Date: .....

**INSTRUCTIONS FOR FURNISHING BANK GUARANTEE**

- The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place where the Tender has emanated. The non-judicial stamp paper should be in name of the issuing bank.
- The Bank Guarantee by the Bidder shall be given from bank only given in Appendix 15.
- This Bank Guarantee/ all further communication relating to the bank guarantee should be forwarded to Gujarat Industries Power Company Limited, PO:Ranoli-391350, Dist.: Vadodara, Gujarat
- The full address along with the Telex/Fax No. and email address of the issuing bank to be mentioned.

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