



## RFP Document

No. GIPCL/O&M/Contractor/2x40 MW/Charanka Solar/2023

21<sup>st</sup> February, 2023

**BID FOR OPERATION AND MAINTENANCE OF GIPCL 2 x 40 MW (AC)  
CHARANKA SOLAR PLANTS AT GUJARAT CHARANKA SOLAR PARK, DIST: PATAN,  
TAL: SANLTALPUR, GUJARAT**



Issued by

**Gujarat Industries Power Company Limited  
(GIPCL)**

**GIPCL CORPORATE OFFICE, POST: Ranoli-391 350**

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**Gujarat Industries Power Company Limited (GIPCL)**

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

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



**Bid for Operation and Maintenance of GIPCL 2 x 40 MW (AC)  
Charanka Solar Plants at Gujarat Charanaka Solar Park, Dist:  
Patan, Tal: Santalpur, Gujarat**

**ISSUED BY:**

**GENERAL MANAGER (RE O&M)  
GUJARAT INDUSTRIES POWER COMPANY LIMITED (GIPCL)**

**ON**

**21<sup>st</sup> February, 2023**



## SECTION-1: NOTICE INVITING TENDER (NIT)



### GUJARAT INDUSTRIES POWER COMPANY LIMITED

**Post: Ranoli,**

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### SECTION-1

### NOTICE INVITING TENDER (NIT)

**“Bid for Operation and Maintenance of GIPCL 2 x 40 MW (AC) Charanka Solar Plant at Gujarat Charanka Solar Park, Dist: Patan, Tal: Santalpur, Gujarat”.**

Gujarat Industries Power Company Limited (GIPCL) invites interested parties to participate in this Request for Proposal (this **“RFP or the “Tender Documents” or the “Tender”**) for bidding and selection process for the appointment of Contractor for Operation and Maintenance of GIPCL 2 x 40 MW (AC) Charanka Solar Plants at Gujarat Charanka Solar Park, Dist: Patan, Tal: Santalpur, Gujarat (the **“Contract”**).

Gujarat Industries Power Company Limited has decided to appoint a Contractor for Operation and Maintenance of 2 x 40 MW (AC capacity) Charanka Solar Plants through competitive bidding process.



Tender Documents may be downloaded from Web site <https://www.nprocure.com> or <https://gipcl.nprocure.com> (For view, down load and on-line submission) and GIPCL website <http://www.gipcl.com> (For view & download only.) Tender fee & EMD shall be paid along with submission of Tender Documents. All the relevant documents of Tender shall be submitted physically by **Registered Post A.D. or Speed Post or by Hand Delivery** addressed to: **Shri P.S.Goyal, General Manager (RE O&M), Gujarat Industries Power Company Limited, Post:Ranoli-391350, Dist.: Vadodara, Gujarat**, superscribing the envelope with Tender No. and Description. “NO COURIER SERVICE” shall be considered for submission of Tender.



**TABLE A: IMPORTANT DATES**

Sr.	Event	Date (and Time)
i.	Date of upload of original tender (Document No. GIPCL/O&M/Contractor/2 x40 MW/Charanka Solar/2023)	: <b>21<sup>st</sup> February, 2023</b>
ii.	Last date and time for receipt of questions/ queries/ clarifications	: Atleast 3 days before Pre-Bid Meeting.
iii.	Date and Time of Pre-bid Meeting /Briefing Meeting	: <b>02<sup>nd</sup> March, 2023</b> at 11:00 Hrs at GIPCL, Post: Ranoli-391350, Dist: Vadodara
iv.	Online (e-tendering) Tender/Offer submission last date <b>{This is mandatory}</b>	: <b>13<sup>th</sup> March, 2023</b> <b>Time: 17:00 hours (IST)</b> <b>On N-Procure portal for Bid Submission</b>
v.	Physical receipt of Bid with all the relevant documents last date (By RPAD or Speed Post or By Personal Messenger) <b>{This is mandatory}</b>	: <b>14<sup>th</sup> March, 2023</b> Time: 15:00 hours (IST) Venue: GIPCL Corporate Office, Post: Ranoli - 391 350, Dist. Vadodara.
vi.	Bid Validity	: Offers shall be valid for a period of One Hundred and Twenty (120) days from bid submission due date.
vii.	Date of opening of Tender Fee, EMD Cover, Vendor Registration and Technical Bid Physical as well as Online opening	: Internal opening by GIPCL
viii.	a) Opening of Financial Bid b) e-Reverse Auction starts from	: a) Will be decided by GIPCL and will be intimated to Qualified Bidders.



	b) Will be informed by GIPCL to all qualified Bidders.
ix. Operation and Maintenance (O&M) Period	: For a period of ten (10) years i.e. (5 + 5).
x. EMD Validity	: One Hundred and Twenty (120) days from bid submission due date
xi. Queries regarding Pre- Bid meeting	Any queries regarding pre-bid meeting may be forwarded to Contact Person of GIPCL at least three days prior to the Pre-Bid meeting.

*Note: The above-mentioned dates are subject to amendment, in which case the amendments shall be publically intimated.*



**TABLE B: IMPORTANT AMOUNTS**

Sr.	Head	Amount (and Validity)
i.	<b>Tender Fees (non-refundable)</b>	Rs. 5,000/- (Rupees Five Thousand Only)
ii.	<b>Earnest Money Deposit (EMD) in the form of Bank Guarantee or RTGS or DD (Refundable/adjustable)</b>	Rs. 8,00,000/- (Rupees Eight Lakh Only)
iii.	<b>O&amp;M Bank Guarantee (O&amp;M BG)</b>	15% of Annual O&M Contract Price (excluding taxes and duties) for respective year, to be submitted at start of the 1 <sup>st</sup> O&M year. This O&M BG shall non-performance of Contract and Penalties as defined in this tender during O&M Period. The O&M Bank Guarantee shall be valid 45 days beyond the O&M Period.



**IMPORTANT NOTE TO BIDDERS:**

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

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

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

Technical Bid (Techno-commercial Bid) envelope shall be superscribed as:  
**“GIPCL/O&M/Contractor/2x40 MW/Charanka Solar/2023; Technical Bid for**





**Operation and Maintenance of GIPCL 2 x 40 MW (AC) Charanka Solar Pants at Gujarat Charanka Solar Park, Dist: Patan, Tal: Santalpur, Gujarat”.**

4. All the envelopes shall be addressed to: General Manager (RE O&M), Gujarat Industries Power Company Limited, Post: Ranoli-391350, Dist.: Vadodara, Gujarat. Complete postal address of the Bidder shall appear on all the envelopes so that it is possible to find out whose Bid it is without opening the envelope.
5. Tender Fee and EMD shall be submitted in two separate envelopes.
6. Tender fee (non-refundable) will be accepted by DD drawn in favour of the Gujarat Industries Power Company Limited payable at Vadodara. Tenders submitted without Tender Fee shall not be accepted. The envelope for Tender Fee should be superscribed as “Tender Fee”. Cheques are not acceptable.
7. Bidder(s) have to pay total EMD of as per Clause No. ii of Table B (Important Amounts) above. EMD shall be in the form of Bank Guarantee / RTGS / DD in favour of “Gujarat Industries Power Company Limited” payable at Vadodara. The envelope for EMD should be superscribed as “EMD”. Cheques are not acceptable.
8. It is mandatory for all Bidders to submit their Price Bid only through on-line (e-tendering) mode. Price Bids submitted in physical form shall not be considered for its opening and only on-line submitted price bid will be considered for evaluation. Bidders to note that Price Bid of only those Bidders shall be opened (On-line-tendering) who are found technically qualified and are found reasonably responsive to GIPCL’s Tender terms and conditions and Scope of Work.
9. Any technical/commercial query pertaining to this Tender should be referred to:  

**General Manager (RE O&M)**  
Gujarat Industries Power Company Limited  
Post: Ranoli-391350,  
Dist: Vadodara, Gujarat, India  
Tel.:+91-265-2234411  
Email: psgoyal@gipcl.com
10. Bidders who wish to participate in this tender will have to procure or should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solutions-a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below.



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

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

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

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

**To participate in e-Reverse Auction, bidders have to create e-Auction USER ID on [www.auction.nprocure.com](http://www.auction.nprocure.com) and it is mandatory to submit the same alongwith physical Technical bid (In EMD cover); so that the bidder shall be allowed to participate the e-Reverse Auction.**

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

--- End of Section ---



## Document Checklist

[Note: Document Checklist shall be attached with Appendix 1 of the Technical Bid]

Sr.	Document	Attached? (Yes/ No)	For Official Use
1.	Complete sets of Bids (original and copies)		
2.	Signed Tender Documents along with subsequent amendments if any in Cover-I		
3.	Demand Draft of Tender Fees		
4.	EMD in the form of Demand Draft or/and Bank Guarantee / RTGS as per format prescribed in Appendix 13 (a): Format of Bank Guarantee for EMD.		
5.	Document as per Clause No. 3.2		
6.	Enclosures of the Bid including the Covering Letter as per the format prescribed in Appendix 1.		
7.	Details of Bidder as specified in Appendix 2		
8.	Details of Similar Technical Experience as per Appendix 3		
9.	Details of qualified technical staff as per the format in Appendix 4		
10.	Declaration of Compliances as per the format in Appendix 5.		
11.	Attested copy of GST Registration Certificate, ESI registration of Bidder.		
12.	Attested copy of Provident Fund Code of Bidder.		
13.	Attested copy of PAN Card for Bidder.		
14.	Certificate of Commencement of Business issued by the Registrar of Companies for Bidder.		
15.	No Deviation Certificate as per format in Appendix 6		



16.	Declaration Bidder's Relation to Director as per format in Appendix 7. Power of Attorney by the Bidder in favour of Bidder as per format prescribed in Appendix 7		
17.	Power of Attorney by the Bidder in favour of Bidder as per format prescribed in Appendix 8.		
18.	Audited Financial Statements as per format prescribed in Appendix 9.		
19.	Authorization from Parent Company as per format prescribe in Appendix 10.		
20.	Format of Financial Proposal as prescribed in Appendix 11.		
21.	Format for Undertaking as per Appendix 16		



## Disclaimer

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



information contained therein or deemed to form part of this RFP or arising in any way with prequalification of Bidders for participation in the Bidding process.

- F. GIPCL also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. GIPCL may, in their respective absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
- G. The issuance of this RFP does not imply that GIPCL is bound to select and short-list prequalified Bids for Bid Stage (the “Bid Stage”) or to appoint the selected Bidder, as the case may be, for the Project[s] and GIPCL reserves the right to reject all or any of the Bid or Bids without assigning any reasons whatsoever.
- H. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the GIPCL or any other costs incurred in connection with or relating to its Bid proposal. All such costs and expenses will remain with the Bidder and the GIPCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid proposal regardless of the conduct or outcome of the Bidding process.



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## 1 Definition& Interpretation

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### 1.1 Definitions

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

- 1.1.1 “Actual Energy Delivered “means the net energy in kilo-watt hour (kWh) from 2 x 40 MW (AC) at Gujarat Charanka Solar park, solar PV plant as measured at the Metering Point.
- 1.1.2 “Adjudicator” means the person, who shall be an engineer or a firm of engineers who is appointed by the Company to act as the adjudicator to make a decision on or to settle any dispute or difference between the Company and the Contractor referred to it or her by the parties pursuant to RFP (Adjudicator) hereof.
- 1.1.3 “Applicable Law” means any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law in the Republic of India and the State Government, by any Government Authority or instrumentality thereof, whether in effect as of the date of this Contract or thereafter.
- 1.1.4 “Bid” shall mean the bid submitted by the Bidder in response to the RFP/Tender Document No. “GIPCL/O&M/Contractor/2 x 40 MW/Charanka Solar/2023 Solar PV” issued by the Company.
- 1.1.5 “Bidder” shall mean Bidding Company or a Bidding Individual submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Individual including its successors, executors and permitted assigns severally, as the context may require;
- 1.1.6 “Company” means Gujarat Industries Power Company Limited (GIPCL) and includes the legal successors or permitted assigns of the Company.
- 1.1.7 “Contract” or “Contract Agreement” means the Contract signed between the Company (GIPCL) and the Contractor to execute the entire Scope of Work



- 1.1.8 “Contractor” means the person(s) whose bid to perform the Contract has been accepted by the Company and is named as such the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.
- 1.1.9 “Contractor’s Equipment” means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Contractor, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities.
- 1.1.10 “Capacity Utilization Factor (CUF)” shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time.
- 1.1.11 “Chartered Accountant” shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.
- 1.1.12 “Completion Certificate” shall mean the certificate to be issued by the owner or his representative when the works have been completed to his satisfaction.
- 1.1.13 “Day” means calendar day of the Gregorian calendar.
- 1.1.14 “Delivery Point” shall be the interconnection point at which solar power developer (SPD), GIPCL shall deliver the power to the Gujarat State Transmission Unit substation. The metering shall be done at this point of interconnection.
- 1.1.15 “Effective Date” for this Contract shall mean the date of issuance of Letter of Intent by the Company to the Contractor.
- 1.1.16 “Facilities” means the Plant and Equipment to be operated and maintained by the Contractor under the Contract for maximum possible generation of the Solar Power System(s).
- 1.1.17 “GEDA” means the Gujarat Energy Development Agency



- 1.1.18 “GCC” means the General Conditions of Contract hereof.
- 1.1.19 “Government Authority” means Government of India, any state government or any governmental department, commission, board, body, bureau, agency, authority, undertaking, court or other judicial or administrative body or any sub-division or instrumentality thereof, central, state, or local, having jurisdiction over the Contractor, the Facility, or the performance of all or any of the services, obligations or covenants of Contractor under or pursuant to this Contract or any portion thereof.
- 1.1.20 “GETCO” means Gujarat Energy Transmission Corporation Limited
- 1.1.21 “GIPCL” means Gujarat Industries Power Company Limited
- 1.1.22 “GPCL” means Gujarat Power Corporation Limited.
- 1.1.23 “Month” means calendar month of the Gregorian calendar.
- 1.1.24 “MNRE” means Ministry of New and Renewable Energy, Government of India.
- 1.1.25 “O&M” means Operations and Maintenance.
- 1.1.26 “Owner” means Gujarat Industries Power Company Limited (GIPCL)
- 1.1.27 “Plant Capacity” is defined as 2 x 40 MW(AC) Grid-Connected Solar Photovoltaic Power Plant at Gujarat Charanka Solar Park, Gujarat.
- 1.1.28 “Plant Manager” means the person appointed by the Company in the manner provided in the RFP (Plant Manager) hereof and named to perform the duties delegated by the Company.
- 1.1.29 “Prudent Utility Practices” means those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type



of the Project, and that generally conform to the manufacturer’s operation and maintenance guidelines.

1.1.30 “RFP document” shall mean the bidding document issued by the Company including all attachments vide RFP No. GIPCL/O&M/Contractor/2 x 40 MW/Charanka Solar/2023.

1.1.31 “Site” means the land and other places upon which the Facilities are installed, and such other land or places as may be specified in the Contract as forming part of the Site.

1.1.32 “Solar Power System(s)” means the solar photovoltaic grid interactive power system(s) established at the site specified in the RFP.

1.1.33 “Subcontractor”, including vendors, means any person to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant and Equipment, is sub-contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.

1.1.34 “Successful Bidder” means the bidder who has been awarded the Contract and described as Contractor for the “Plant(s)”.

1.1.35 “Inter Connection Point/ Delivery/Metering Point” means Metering Point for each plot shall be at 66/220/400 kV GETCO/Pooling substation at Gujarat Charanka Solar Park including the dedicated transmission cables connecting the solar power project with GETCO/Pooling substation. Metering shall be done at this interconnection point at the substation where the power is injected into the substation i.e. the delivery point. For interconnection with grid and metering, the O&M Contractor shall abide by the relevant CERC regulation, GERC regulations, Grid code and Central Electricity Authority (Installation and Operation Meters) Regulation, 2006 as amended and revised from time to time.

## 1.2 Interpretations

1.2.1 Language: Unless otherwise agreed by the parties in writing, the parties shall use the English language and the Contract and the other Bid documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and



interpreted in accordance with that language. If any of the Contract Documents, correspondence or communications are prepared in any language other than English, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.

- 1.2.2 Singular and Plural: The singular shall include the plural and the plural the singular, except where the context otherwise requires.
- 1.2.3 Headings: The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.
- 1.2.4 Persons: Words importing persons or parties shall include firms, corporations and government entities.
- 1.2.5 Men: The word ‘Men’ in this RFP shall mean all genders i.e. male, female and others.
- 1.2.6 Entire Agreement: The Contract constitutes the entire agreement between the Company and Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. The various documents forming the Contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the Contract documents, the matter may be referred to the Adjudicator and the Contractor shall carry out work in accordance with the decision of the Adjudicator.
- 1.2.7 Amendment: No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party hereto.
- 1.2.8 Independent Contractor: Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed.
- i. All employees, representatives or Subcontractors engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of



the Contractor and shall not be deemed to be employees of the Company and nothing contained in the Contract or in any subcontract awarded by the Contractor shall be construed to create any contractual relationship between any such employees, representatives or Subcontractors and the Company.

- ii. Not in any case the sub-contractor shall claim or shall put any binding to the Company and the sub-contractor must be handled by the Contractor and the Company shall not be responsible for any claims at any time by the Contractor in relation to the sub-contractor.

#### 1.2.9 Non-Waiver

- i. No relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- ii. Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

1.2.10 Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

1.2.11 Country of Origin: "Origin" means the place where the materials, equipment and other supplies for the Facilities are mined, grown, produced or manufactured, as the case may be, and from which the services are provided. This shall be according to MNRE guidelines.

--- End of Section---





## 2 Introduction

### 2.1 About the Company

#### 2.1.1 About GIPCL

GIPCL (the “Company”) was incorporated in 1985 as Public Limited Company and engaged in business of Electrical Power Generation. The total present capacity of Vadodara (310 MW Gas based + 1 MW Solar + 112.4 MW Wind), Mangrol (500 MW Lignite based + 5 MW Solar + 1 MW Solar), Gujarat Solar Park-Charanka (80 + 75 MW Solar) and Raghnesda Ultra Mega Solar Park (100 MW Solar) plants is 1184.4 MW. The company is having its registered office at P.O. Ranoli, Vadodara, Gujarat.

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

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

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

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

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



For detailed profile of company and past financial results, bidders may visit our website: [www.gipcl.com](http://www.gipcl.com).

## 2.2 About the Projects

2.2.1 The Gujarat Industries Power Company Limited (GIPCL) based at Vadodara in association with Vikram Solar Limited have developed 2 x 40 MW (AC) solar project at Gujarat Charanka Solar Park. There are two Solar Plants of 40 MW (AC) each. The details are as follows:

- a. GIPCL 40 MW (AC) Plot-1 Solar Plant.
- b. GIPCL 40 MW (AC) Plot-3 Solar Plant.

2.2.2 The Company has now decided to undertake a competitive Bidding process for selection of the Operation and Maintenace Contractor for these Plants (the “Contractor”).

2.2.3 The details of the facilities which the Company requires to be set up in the present instance and for which Bids are hereby invited are described in this Request for Proposal (RFP). The overall responsibility of complete Scope of Work rests with the Bidder.

--- End of Section---



### 3 Instruction to Bidders

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#### 3.1 General Instructions

- 3.1.1 The current document is the request for proposal, which is issued to all the potential Bidders, requesting a proposal for O&M of the Plant on a fixed price basis. A Contractor would be selected through competitive bidding process.
- 3.1.2 The Owner expects Bidders to confirm compliance to RFP terms, conditions and specifications at the time of submission of Bids, failing which the Bids are liable to be rejected. Hence, the Bidders in their own interest are advised to submit their Bids complete in all respects conforming to all terms and conditions of this RFP.
- 3.1.3 Before submitting the Tender, the instructions may be read carefully regarding submission of Tender. If any bidder finds discrepancies or omissions in the Tender documents or is in doubt as to the true meaning of any part, he shall clarify same from the Tender issuing office in writing before the due date of submission of the queries.
- 3.1.4 Bids shall be evaluated based on the information/documents available in the Bid. Hence, Bidders are advised to ensure that they submit appropriate and relevant supporting documentation along with their proposal in the first instance itself. Bids not complying with the requirements of this RFP are liable to be rejected without any further opportunity.
- 3.1.5 Bidders need to ensure that in the event the Contract is awarded to it, and during execution of the Contract, it shall not seek to alter any agreed contractual terms, conditions and specifications.
- 3.1.6 All Bids must be accompanied by a Tender fee and EMD of value as specified in the NIT in the form and manner as specified in the RFP document and must be delivered along with Bids.
- 3.1.7 The specification provided with this RFP outlines the functional requirement. The Bidder must submit a Proposal based upon their own experience meeting the functional requirements.



- 3.1.8 This 'Instructions to Bidders', in original, issued along with RFP document, shall be submitted by the Bidder along with Bid duly signed by the Bidder as the token of acceptance. Bid sent without having the prescribed RFP document and without complying with the terms and conditions of RFP shall be ignored.
- 3.1.9 Issuance of this RFP does not construe that the Bidder has been short-listed or qualified.
- 3.1.10 The Owner reserves the right, to accept or reject any Bid and to annul the bidding process and reject all Bids at any time prior to award of the Agreement, without assigning any reason thereof and without thereby incurring any liability to the affected Bidder(s).
- 3.1.11 The Owner reserves the right to reject any Bid submitted with deviations beyond the one that is specified and mentioned in the RFP and no time shall be given in any circumstance after opening of Financial Proposal for submission of documents which are missing with Bid.
- 3.1.12 In case of change in ownership of the Project/Plant, all the Agreements and Contracts signed with the Owner will stand true and valid with the new Owner of the Project/Plant.
- 3.1.13 Tender Issuing Authority reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason.
- 3.1.14 The entire site for the work shall be made available along with LOA.
- 3.1.15 Canvassing in connection with Tender is strictly prohibited and the Tender submitted by the Bidders who resort to canvassing will be liable to rejection straight way.
- 3.1.16 All rates shall be quoted on the proper form i.e. price bid supplied as part of the Tender documents on e-tender portal by the Department.
- 3.1.17 The Bidder shall quote for 2 x 40 MW (AC) Solar PV Power Plant as per the terms and conditions of this Tender and evaluation shall be done based on this quoted value. However, once bidding is completed and Successful Bidder is selected thereafter all the Technical and Commercial work including but not limited to Operation and Maintenance shall be done separately by for GIPCL 40 MW Plot-1 and GIPCL 40 MW Plot-3. Further,



two (2) separate Letter of Intent and O&M Order shall be issued by GIPCL and for 40 MW Plot-1 and Plot-3 Plants, the Bidder has to submit the separate Operation & Maintenance Bank Guarantee for each Plants to GIPCL.

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

### 3.2 Pre-Qualifying Requirements (PQRs)/ Eligibility Conditions

#### 3.2.1 GENERAL CRITERIA

- i. The Bidder shall be an Individual or Association of Person or a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto. A copy of registration / certificate of incorporation shall be furnished along with the bid in support of above.

#### 3.2.2 TECHNICAL CRITERIA

- i. The Bidder should have an experience of successful O&M experience of Solar PV Plant in India with cumulative capacity of **200 MW or above** in past seven years as on the deadline for submission of Bid.
- ii. The Bidder should have minimum one year experience of successful O&M of at least one Solar PV plant with capacity of **30 MW** or two Separate Projects of cumulative capacity of **40 MW** in past seven years as on the deadline for submission of Bid.
- iii. The Bidder shall submit performance certificate from client for successful execution of satisfactory O&M for any 2 plants with capacity of **20 MW** or above in last 2 years.
- iv. The Bidder shall furnish Plant Availability & CUF of minimum **3 no.** of Solar Plants for last 3 years with Highest capacity among all O&M Contracts with Bidder. GIPCL may crosscheck/verified the data submitted by bidder at any time.



- v. The Bidder to furnish list of all its available resources viz. Key Man-Power with designation and experience, Testing equipment, Workshop/Repair facilities if any, Tools and Tackles, etc.

### 3.2.3 FINANCIAL CRITERIA

- i. Net Worth of the Bidder during the last Financial Year shall be positive, wherein the Net Worth shall be calculated as follows:

Net Worth = (Equity + Reserves) – (Revaluation reserves+ intangible assets + miscellaneous expenses to the extent not written off + carried forward losses).

The Bidder shall provide a copy each of audited annual report to ascertain their turnover & net-worth.

- ii. Average Annual turnover of the bidder in last three financial years should be not less than Rs.10 crores.

### 3.2.4 OTHER CRITERIA

- i. The Bids of only those Bidders will be considered who will produce documentary proofs, self-attested copies to meet the following requirements: The Bidders to have valid Proof of Permanent EPF account no., ESI registration no. and Service Tax no.
- ii. The agency 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 or should give an undertaking that he will get himself registered within one month if work is allotted to him.
- iii. 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 Contracts 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.



- iv. 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.
- v. 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.
- vi. GIPCL shall also take into account past experience of Contracts execution by Bidder for GIPCL or other reputed developers while carrying out overall due diligence of the proposal and evaluating Bidder in totality to take final call on his selection. GIPCL decision regarding the same shall be final & binding to the bidder.
- vii. 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.
- viii. Bidder should not have been banned/debarred/blacklisted/put on holiday by any Government of India, Government of Gujarat, Central or State PSUs for participation in tender of conducting business. Bidder to submit an Undertaking as per prescribed Format along with the Bid.
- ix. Bidder having ongoing legal dispute/arbitration with GIPCL shall not br eligible to participate.

For Technical qualification criteria, the bidder shall furnish documentary evidence by way of copies of Contract / Purchase Order and Certificate on Client's letter head for satisfactory O&M services, etc., along with the Bid to establish experience / track record meeting Bid Evaluation Criteria.

For Financial criteria, bidder shall submit Audited annual financial statement duly certified by CA to demonstrate the financial health of the company for last three years. Balance sheet and P&L account must be in the name of company.



### 3.3 Local Conditions

- 3.3.1 The Bidder is advised to visit and examine the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into the Contract Agreement. The costs of visiting the Site shall be at Bidder's own expense.
- 3.3.2 The Bidder and any of its personnel or agents shall be granted permission by the Owner to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel or agents, shall release and indemnify the Owner and its personnel and agents from and against all liability in respect thereof and shall be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen.
- 3.3.3 Failure to visit the Site or failure to study the RFP document shall in no way relieve the successful Bidder from furnishing any material or performing any work in accordance with the RFP document.
- 3.3.4 In no case the date and time for submission of bids shall be extended, due to the failure of the Bidder to visit the site and it shall be in line with the timeline of Gujarat Industries Power Company Limited (GIPCL) under the Scheme.
- 3.3.5 The Bidder must conduct its own inspection of the Site, access to the Site and surroundings at its own cost in order to make a proper estimate of the works to be performed under consideration of site-specific constraints. This applies in particular to the transportation of equipment to the site and the scope of site works. The Bidder shall also inspect the site and the access to site from the point of manufacture to make sure that its equipment is suitable for the available access and the site terrain.
- 3.3.6 It shall be deemed that by submitting a Bid, the Bidder has:
- a) Made a complete and careful examination of the RFP document;





- b) Received all relevant information requested from the Owner;
- c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP documents or furnished by or on behalf of the Company relating to any of the matters referred to in NIT.
- d) Satisfied itself about all matters, things and information including matters referred to in the Bid Info at a glance, necessary and required for submitting an informed Bid, execution of the Contract in accordance with the RFP document and performance of all of its obligations there under;
- e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP document or ignorance of any of the matters referred to in the RFP herein shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Company, or a ground for termination of the Contract Agreement; and
- f) Agreed to be bound by the undertakings provided by it under and in terms hereof.

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

### **3.4 Local Regulatory Frame Work**

3.4.1 It shall be imperative for each Bidder to fully inform itself of all local conditions, laws and factors which may have any effect on the execution of the Contract as described in the Bidding Documents. The Owner shall not entertain any request for clarification from the Bidder, regarding such local conditions.

3.4.2 It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the Bid proposals and that no claim whatsoever including those for financial adjustment to the Contract awarded under the RFP document shall be entertained by the Owner and that neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner.



3.4.3 Bidder must employ Local people for non-supervisory / non-managerial positions as per latest guidelines of Government of Gujarat / GPCL / concerned authorities, etc. applicable for Charanka Solar Park.

### 3.5 Clarifications to Tender Document

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

**General Manager (RE O&M)**

Gujarat Industries Power Company Limited

Post: Ranoli-391350,

Dist.: Vadodara, Gujarat, India

Tel.:+91-265-2234411

Email: psgoyal@gipcl.com

### 3.6 Amendments to Tender Document

3.6.1 GIPCL may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Documents.

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

3.6.3 In order to allow the prospective Bidder(s), reasonable time in which to take the amendment into account in preparing their Bids, GIPCL at its discretion, may extend the deadline for the submission of Bids.

### 3.7 Acceptance of Bids

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

### 3.8 Withdrawal of Invitation to Bid

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



### **3.9 Representative/ Agent of Bidder**

3.9.1 All the Bidders are requested to mention the name of their authorized representative/ agent, if any, with full address in the Bid. In case the representative is changed during the bidding process such changes shall be notified by the Bidder, failing which, GIPCL shall not accept any responsibility.

### **3.10 Financial Proposal and Currencies**

3.10.1 The Bidders shall quote the prices strictly as per the Price Bid formate mentioned in this RFP, the similar format will be present in the e-tender for online submission. The Bidder shall indicate the price in Financial Proposal in Indian National Rupee only.

### **3.11 Bank Guarantees& EMD**

3.11.1 EMD shall be in the form of Bank Guarantee/ RTGS /DD.

3.11.2 The validity of EMD shall be as mentioned in NIT.

3.11.3 The EMD shall specifically bind the Bidder to keep its Bid valid for acceptance and to abide by all the conditions of the Tender Documents in the event of GIPCL desiring to award the work to the said Bidder. GIPCL shall have an unqualified discretion to forfeit the EMD in the event: (i) Bidder fails to keep the Bid valid up to the date specified/ required; or (ii) refuses to unconditionally accept Letter of Intent and carry out the work in accordance with the Bid in the event such Bidder is chosen as the Successful Bidder.

3.11.4 The Owner shall, however, arrange to release the EMD in respect of unsuccessful Bidders, without any interest, after the acceptance of LOA along with the submission of Security Deposit by successful Bidder.

- The EMD shall be released to bidders in the following manner. The EMD of the Successful Bidder shall be releasd after submission of O&M BG.
- EMD of the unsuccessful bidders shall be released after releasing the EMD of the Successful Bidder.

3.11.5 The EMD shall be forfeited and appropriated by GIPCL as per the discretion of GIPCL as genuine, pre-estimated compensation and damages payable to GIPCL for, inter alia,



time, cost and effort of GIPCL without prejudice to any other right or remedy that may be available to GIPCL hereunder or otherwise, under the following conditions:

- a. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, or restrictive practice;
- b. In the case of Successful Bidder, if it fails within 7 days from the issue of LOA –to furnish the O&M Bank Guarantee within the period prescribed.
- c. In case the Successful Bidder, having signed the Contract Agreement, commits any breach thereof prior to furnishing the O&M Bank Guarantee.

3.11.6 The Successful Bidder shall furnish the **O&M Bank Guarantee**. The Contractor shall undertake Operation and Maintenance (O&M) activities for a period of ten (10) years from the date mentioned in NIT of this Tender. The Contractor shall submit the O&M Bank Guarantees mentioned in the NIT, to GIPCL within 10 days from the date of release of LOA / Intimation of order as specified in this Tender in favour of Gujarat Industries Power Company Limited, Vadodara.

3.11.7 Due to an extended nature of the O&M Bank Guarantee, the Contractor is allowed to provide O&M Bank Guarantees of not less than one (1) year and renew the same each year. However, the Contractor shall renew the O&M Bank Guarantee at least one (1) month before the expiry of the validity failing which GIPCL will be at liberty to encash the same. In case the O&M Bank Guarantee is encashed due to any penalty then the Contractor has to replenish within 20 days the O&M Bank Guarantee for the remaining period.

3.11.8 Any lapse in the timely renewal of the O&M Bank Guarantee shall entitle GIPCL to encash it without assigning any further reason thereof.

3.11.9 The O&M Bank Guarantee should be valid upto 45 days beyond the due date of completion of O&M year. For subsequent O&M years, the Bank Guarantee should be extended/renewed in such a manner that the same remains valid up to 45 days beyond the date of completion of each subsequent O&M year.



### **3.12 Third Party Inspection Agency**

3.12.1 A Third-Party Inspection agency (TPI) may be appointed by GIPCL, at its sole discretion during operation and maintenance span of the Plant. The Contractor shall provide necessary access and coordination to conduct such inspections. The Contractor shall provide all necessary access and cooperation for inspection by National or State agency.

### **3.13 Right to Accept or Reject any or all Bids**

3.13.1 Notwithstanding anything contained in this Tender, the Owner reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

3.13.2 The Owner reserves the right to reject any Bid and appropriate the EMD if:

- a. After reviewing the Bid there is doubt that the offered works, materials or equipment are not state of the art and/ or not suitable for the site operating conditions;
- b. At any time, a material misrepresentation is made or uncovered, or
- c. The Bidder does not provide, within the time specified by the Company, the supplemental information sought by Company for evaluation of the Bid.

3.13.3 Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Successful Bidder gets disqualified / rejected, then the Owner reserves the right to:

- a. select the next Bidder with the Lowest Evaluated Bid Value as the Successful Bidder;  
<or>
- b. Take any such measure as may be deemed fit in the sole discretion of the Owner, including annulment of the bidding process.

3.13.4 In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, if not yet appointed as the Contractor either by issue



of the LOA or entering into of the Contract Agreement, and if the Successful Bidder has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender, be liable to be terminated, by a communication in writing by the Owner to the Contractor, without the Owner being liable in any manner whatsoever to the Bidder or Contractor, as the case may be. In such an event, the Owner shall forfeit and appropriate the bank guarantees without prejudice to any other right or remedy that may be available to the Owner.

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

--- End of Section ---



## 4 Submission of Bid

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### General Terms

#### 4.1 General Terms

- 4.1.1 A Bidder is eligible to submit only one Bid. A Bidder shall not be entitled to submit another Bid either individually or in a Consortium, as the case may be.
- 4.1.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Contract Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.
- 4.1.3 The Bid should be furnished in the formats mentioned in the RFP document which shall be duly signed by the Bidder's authorized signatory, provided that the Financial Proposal will be submitted in separate envelop.
- 4.1.4 The Bidder shall submit a power of attorney as per the format at "Appendix 8: Format of Power of Attorney as Authorized Signatory" authorizing the signatory of the Bidder to commit to the Bid or as per their Company's format.
- 4.1.5 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. The complete Bid shall be without alterations, interlineations or erasures, except those to accord with instructions issued by the Owner, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.
- 4.1.6 The RFP documents and all attached documents are and shall remain the property of the Company and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Company will not return any Bid or any information provided along therewith.
- 4.1.7 The Bidder shall submit PF code number allotted by Regional PF Commissioner. Failure to do so is likely to result in the offer being rejected.



4.1.8 Bidder shall note that the Price Bid of only those Bidders shall be opened who are found technically qualified and responsive to GIPCL's Tender terms and conditions including but not limited to Scope of Works.

#### 4.2 Format and Signing of Bid

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

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

#### 4.3 Sealing and Marking of Bid

4.3.1 The Bid of the Bidder shall be contained in one (1) single "Main" Envelope.

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

1. **"Original" Envelope;**
2. **"CD" Envelope.**

4.3.3 The "Original," Envelopes shall contain the following Envelopes:

- a. Cover-I: Signed Copy of the Tender Document(s)
- b. Cover-II: Enclosures of the Bid
- c. Cover-III: Proof of EMD; and Tender Fee
- d. Cover-IV: Financial Proposal **unpriced** and duly signed and stamped

4.3.4 The "CD" Envelope shall contain one (1) no. of CD containing the following folders with the same information submitted in the Original Envelope:

- a. Cover-I: Signed Copy of the Tender Document(s)





- b. Cover-II: Enclosures of the Bid
  - c. Cover-III: Proof of EMD and Tender Fee
  - d. Cover-IV: Financial Proposal **unpriced** and duly signed and stamped
- 4.3.5 All original attested Tender Documents, Bid Enclosures, EMD and Tender Fee, and Financial Proposal (unpriced) shall be contained in the “Original” Envelope.
- 4.3.6 All soft/ scanned copies of the original attested Tender Documents, Bid Enclosures, EMD and Tender Fee shall be contained in the CD in an appropriately organized manner as in the physical copies, and enclosed in the “CD” Envelope.
- 4.3.7 **IMPORTANT: THE COPY OF THE FINANCIAL BID SHALL NOT BE INCLUDED IN THE CDS.**
- 4.3.8 Envelopes shall be clearly marked as “Original,” and “CD”.
- 4.3.9 The content of documents uploaded on eProcurement portal and hard copies submitted should be same and in case of any discrepancy all documents uploaded on eProcurement portal shall stay valid.
- 4.4 Enclosures of the Bid**
- 4.4.1 Cover-I shall be duly marked as “Signed copy of the Tender Document(s)” and shall include the duly signed and sealed Tender Document including its annexure, appendices, attachments, amendments and any other documents as added or modified by GIPCL as per the provisions in this Tender.
- 4.4.2 The documents accompanying the Bid other than the attested Tender Document(s), and Proof of Tender Fee and EMD shall be placed in Cover-II and marked as “Enclosures of the Bid”. These documents shall include:
- a. The Covering Letter as per the format prescribed in Appendix 1.
  - b. Details of the Bidder as per format prescribed in Appendix 2.
  - c. Attested copy of GST Registration Certificate, ESI Registration of Bidder.



- d. Attested copy of PAN Card of Bidder.
- e. Attested Certificate of Commencement of Business issued by the Registrar of Companies for the Bidder.
- f. Attested copy of Provident Fund Code of Bidder.
- g. Details of similar technical experience of the Bidder as per format prescribed in Appendix 3.
- h. Details of qualified technical staff as per format prescribed in Appendix 4: Details of qualified technical staff
- i. Declaration of Compliance as per format prescribed in Appendix 5.
- j. No Deviation Certificate as per format prescribed in Appendix 6.
- k. Declaration of Bidder's relation to Directors of the Company as per format prescribed in Appendix 7.
- l. Format of Power of Attorney as Authorized Signatory as per format prescribed in Appendix 8
- m. Format of Summary of audited financial statements as per format prescribed in Appendix 9.
- n. Format of Authorization from Parent Company as per format prescribed in Appendix 10.
- o. Format for Undertaking (Clause No. 3.2.4) as per format prescribed in Appendix 16.

4.4.3 Cover-III shall be duly marked as "Copy of Proof of EMD and Tender Fee" and shall contain the copy of proof of Tender Fee and EMD. The format for EMD BG shall be as per format prescribed in Appendix 13a.



- 4.4.4 Cover-IV shall be duly marked as “Financial Proposal **unpriced** duly signed and stamped” and shall contain the Financial Proposal (**unpriced** duly signed and stamped) as per the format prescribed in Appendix 11: Format of Financial Proposal.
- 4.4.5 All Bid documents shall be placed in hard binding and the pages shall be numbered serially. Each page thereof shall be initialled in blue ink by the authorized signatory.
- 4.4.6 All envelopes in the Bid Documents shall be sealed. The outer envelope shall clearly bear the following identification:

#### **Outer Envelope**

“Tender Bid Document’ for operation and maintenance of GIPCL 2 x 40 MW (AC) Charanka Solar Plants at Gujarat Charanka Solar Park, Dist: Patan, Tal: Santalpur, Gujarat”.

#### **Cover-I shall bear the following identification:**

“Cover-I: Signed RFP Document for operation and maintenance of GIPCL 2 x 40 MW (AC) Charanka Solar Plants at Gujarat Charanka Solar Park, Dist: Patan, Tal: Santalpur, Gujarat”.

#### **Cover -II shall bear the following identification:**

“Cover-II: Enclosures of the Bid for operation and maintenance of GIPCL 2 x 40 MW (AC) Charanka Solar Plants at Gujarat Charanka Solar Park, Dist: Patan, Tal: Santalpur, Gujarat”.

#### **Cover -III shall bear the following identification:**

“Cover-III: EMD and Tender fees of the Bid for operation and maintenance of GIPCL 2 x 40 MW (AC) Charanka Solar Plants at Gujarat Charanka Solar Park, Dist: Patan, Tal: Santalpur, Gujarat”.

#### **Cover -IV shall bear the following identification:**

“Cover-IV: Financial Proposal (**unpriced but duly signed and stamped**) for the Bid for operation and maintenance of GIPCL 2 x 40 MW (AC) Charanka Solar Plants at Gujarat Charanka Solar Park, Dist: Patan, Tal: Santalpur, Gujarat”.



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

4.4.8 Each of the envelopes shall be addressed to:

**ATTN:**

**General Manager (RE O&M)**

Gujarat Industries Power Company Limited

Post: Ranoli-391350,

Dist.: Vadodara, Gujarat, India

Tel.: +91-265-2234411

Email: psgoyal@gipcl.com

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

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

#### **4.5 Bid Due Date**

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

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

#### **4.6 Late Bids**

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

#### **4.7 Confidentiality**



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

#### **4.8 Correspondence with the Bidder**

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

#### **4.9 Bid Opening and Evaluation**

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

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

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

#### **4.10 Tests of Responsiveness**

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

- i. It is received in the manner prescribed in this RFP
- ii. It is accompanied by the requisite Tender Fee and EMD;
- iii. It is received with all the Enclosures of the Bid as prescribed in the Clause 4.4.



- iv. Its Enclosures are received as per the formats specified in Appendices as well as the Tender;
- v. It contains all the information (complete in all respects) as requested in this Tender (in the same formats as specified);
- vi. It complies will all the terms, conditions and provisions specified in this Tender; and
- vii. It does not contain any conditions or deviations

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

#### **4.11 Modification and Withdrawal of Bids**

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

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

#### **4.12 Evaluation of Bid and selection of Bidder**

4.12.1 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.

4.12.2 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. Deviations from or



objections or reservations to critical provisions such as those concerning EMD, Applicable Law and Taxes and Duties will be deemed to be a material deviation. GIPCL's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

4.12.3 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.

4.12.4 GIPCL will evaluate and compare Bids which have been determined to be substantially responsive.

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

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

4.12.7 Technical evaluation of Bid:

- a. The Technical evaluation of the un-priced bids shall be carried out first. This will be done on the basis of Eligibility Criteria as given in this RFP and completeness and conformity of the bids with respect to RFP requirements. GIPCL will review the technical bids to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified.
- b. The EMD, Tender Fee and other submitted evidences, documents, attested copies of work orders & work completion certificates etc. with respect to General, Technical and Other criterias will be checked for meeting the eligibility requirements.
- c. GIPCL will verify the experience, performance, capability & strength of Bidders, independently for executing the job.
- d. Price Bids Bids of only technical acceptable bids shall be considered for further evaluation. Price bid of technically accepted bid shall be opened on n-procure platform. GIPCL shall evaluate the Bids received and accepted by it to ascertain the Bid is in conformity with the specifications of the tender documents.



- e. Any Deviation either technical or financial may be out rightly rejected.

4.12.8 Financial evaluation of Bid:

- a. The Price Bid of the Bidders, who are technically qualified and responsive, will be opened.
- b. The Price Bid shall contain the O&M Cost of the Solar plants for 1st year only. The Price quoted for 1st year will be escalated with 5% up to 10th year.
- c. The summation of Total Annual O&M charges quoted for 1st year of both 40 MW Plot-1 & 40 MW Plot-3 shall be considered as Evaluated Bid Value (EBV) for ranking.
- d. The Bid with the Lowest Evaluated Bid Value shall be considered as L-1 and the Successful Bidder. The Bid with next highest value shall be considered as L-2 and so on.

4.12.9 For Bid Evaluation purpose, O&M period will be considered as 10 years. The O&M Charges quoted will remain firm throught out the contract period of ten years (5 + 5). However, O&M period will be 5 years after LOA and later GIPCL at its discretion may extend O&M period for another 5 years.

4.12.10 Any item of work not mentioned in the above particulars but written elsewhere in the scope of work or technical specifications or essentially required for efficient operation and maintenance of solar plant, safety of equipment and operating personnel, shall be deemed to have been included in the above particulars.

4.12.11 Any incentive subsidy granted by Central/State government shall be to the benefit of GIPCL.

4.12.12 Statutory variations if any Taxes/Duties shall be reimbursed by GIPCL on submission of documentary proof. Similarly benefit in statutory variation due to reduction/removal of any Taxes/Duties shall be passed on to GIPCL.

4.12.13 **GIPCL reserves the right whether to conduct E-Reverse auction or not at its sole discretion.**





4.12.14 Lowest Five (5) eligible bidders or 50% out of total eligible Bidders (rounded to the next higher whole number), whichever is higher shall be invited for participation in e-Reverse Auction.

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

4.12.16 E- Reverse Auction for both the Plants shall be carried out as mentioned above. After e-Reverse Auction process, L1 bidder(s) for the 2 x 40 MW MW shall be decided on lowest EBV.

#### **4.13 Contacts during Bid Evaluation**

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

#### **4.14 Employment of Officials/ Ex-Official of the Owner**

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

#### **4.15 Declaration on Bidder's Relation to Directors**

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



#### **4.16 Letter of Award (“LOA”) and Notification to Proceed**

- 4.16.1 After selection of the Successful Bidder, a Letter of Award (the “LOA”) shall be issued, in duplicate, to the Successful Bidder. The Successful Bidder shall not be entitled to seek any deviation from the Contract, as may have been amended by GIPCL prior to the bid submission date.
- 4.16.2 On issue of the LOA by the Company, Authorised representative of the Successful Bidder shall sign the Contract Agreement within 30 (thirty) days and submit the Bank Guarantee within the stipulated time.

#### **4.17 O&M Performance Guarantee**

- 4.17.1 The Successful Bidder shall submit O&M Performance Bank Guarantee of 15% of the Annual O&M Charges, within 10 days after issue of date of LOA. Validity period of BG shall be minimum 1 year and 45 days from the date of start of O&M period and to be extended minimum one month prior to end of each O&M year.
- 4.17.2 The bank guarantee by the Contractor will be given from bank specified in Appendix 12: List of Banks (for Bank Guarantee) only. BG of any other Bank will not be treated as valid BG.
- 4.17.3 The PBGs shall be liable to be encashed wholly or partly at the sole discretion of the Owner, should the Contractor either fail to execute the work within the stipulated period or fail to fulfil the contractual obligations or fail to settle in full his dues to the Owner. In case of premature termination of the contract, the PBG will be encashed and the Owner will be at liberty to recover the loss suffered by it from the Contractor.
- 4.17.4 The Owner is empowered to recover from the PBG through invocation of PBG for any sum due and for any other sum that may be fixed by the Owner as being the amount or loss or losses or damages suffered by it due to delay in Performance and/or non-performance and / or partial performance of any of the conditions of the contract and / or non-performance of guarantee obligations.

#### **4.18 Fraudulent Practices**



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

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

--- End of Section ---



## 5 Scope of Work

### 5.1 General Scope of Work

The Scope of the Work includes Operation and Maintenance of Solar Photovoltaic ground mounted Grid-Connected GIPCL 2 x 40 MW (AC) Charanka Solar Plants at Gujarat Charanka Solar Park, Dist: Patan, Tal: Santalpur, Gujarat along with associated power evacuation equipments. The Work shall be executed in conformity with the relevant applicable latest standards, codes, rules/ordinances & regulations. The overall O&M of the plant shall be based on latest available technology and optimal usage of space to minimize ohmic losses and maximize efficiency. During O&M period, GIPCL personnel shall have unrestricted entry to the solar plant and Control Room any time. GIPCL may suitably depute its personals to associate with O&M activities. Contractor shall assist them in developing expertise through their day to day O&M activities. All records of maintenance must be maintained by the contractor which can be accessed by GIPCL on demand. These records are to be handed over to GIPCL after the O&M period of contract.

This contract being a “Operation and Maintenance”, all those works which are not specifically specified in the contract but are required to carry out the safe and efficient operation of the plant then that work shall also be deemed to be included in the scope of work of the contractor. The term includes all necessary services, T&Ps, testing equipments, supply of consumables etc., whether explicitly stated or otherwise necessary for the safe, secure, reliable and efficient operation of the Solar PV plant. Contractor shall always strive to operate the plant in the most safe and efficient way so that the plant availability and generation can be maximized. Safety of human beings and plant equipment shall always be at the fore front while operating the plant. Following clauses contains the detailed scope of work under the contract.

#### 5.1.1 Operation and Maintenance (O&M):

The scope of work includes Operation and Maintenance (O&M) of the plant [ 2 x 40 MW (AC) ] for ten (10) years (i.e. 5 years and extendable for further period of 5 years as per discretion of GIPCL ), wherein the plant shall generate at least equivalent to the guaranteed Performance of the plant. The Bidder shall submit in the Bid a Operation and Maintenance (O&M) schedule with resource planning and shall be liable for abiding by the schedule. It is the responsibility of the Contractor to perform the necessary maintenance/ timely repair of all Civil /Mechanical or Electrical components of the



plant during O&M period such that the performance of the plant is not compromised. Any damage to CIVIL/ ELECTRICAL/ MECHANICAL components of the plant is to be reworked/ replaced/ supplied without any extra cost and time by the Contractor during complete O&M period. The maintenance service provided shall ensure proper functioning of the Solar PV system as a whole and Power Evacuation System to the extent covered in the Contract. All preventive/ routine maintenance and breakdown/ corrective maintenance required for ensuring maximum uptime shall have to be carried out. Accordingly, the Operation and Maintenance shall have two distinct components as described below:

- a. **Preventive / Routine Maintenance:** All maintenace activities shall be carried out as per the OEM guidelines and O&M plan agreed between GIPCL and the O&M Contractor. This shall be done by the Contractor regularly and shall include activities such as cleaning and checking the health of the Plant, cleaning of module surface, tightening of all electrical connections, grass/bush cutting and any other activity that may be required for proper functioning of the Plant as a whole. Necessary maintenance activities, preventive and routine for Transformers and associated switchgears as per respective OEM guidelines also shall be included.
- b. **Breakdown/ Corrective Maintenance:** Whenever a fault/Error has occurred, the Contractor has to attend to rectify the fault, the fault must be rectified within 48 hrs time from the time of occurrence of fault.

Contractor's scope includes keeping in service all equipments/system of the plant (starting from PV modules and up to power evacuation point), clearing of faults, monitoring and recording of plant operating parameters and equipment health parameters (like inverter efficiency, transformer temperatures, system voltages etc) in the log books/check list on daily basis. Operation check lists are to be prepared by contractor in association with GIPCL. Sufficient numbers of printed check sheets are to be kept by contractor. The check sheets are to be filled by operation staff regularly from the local equipment level. SCADA system is available in the control room of the plant and the control room shall be manned on 365x24 hrs basis. Plant SCADA will be the primary tool to monitor the operating status of various plant equipment. Permit to Work system as approved by GIPCL shall be followed and contractor shall identify the operation engineers who are competent to issue the permits. Contractor shall inform to GIPCL in writing the details of these competent operation



engineers. Contractor shall operate all plant equipments as per standard operating procedures prescribed by OEM. OEM manuals of all major equipments are available at plant site. Scope also includes preparation and submission of daily/monthly/quarterly/yearly reports containing major works carried out, reportable safety incidents, generation data (or any other data as per requirement of GIPCL) to GIPCL. Contractor shall keep record of all operation activities for verification of GIPCL representatives at any point of time during the contract.

The date of Operation and Maintenance Contract period of the Plant shall begin on the date as defined in the NIT of this Tender. Operation of the Power Plant means operation of system as per bidding schedule and workmanship in order to keep the plant trouble free covering the Contract period.

Any damage to CIVIL/ ELECTRICAL/ MECHANICAL components of the plant is to be reworked/replaced/supplied without any extra cost and time by the Contractor during O&M period. This means after completion of O & M period every component of the plant should be in good and working condition.

5.1.2 The brief Scope of Work is listed below:

1. Ensuring successful operation of SPV Plant for optimum energy generation. Ensuring Breakdown maintenance, Preventive maintenance overhauls, Arranging visits of O&M experts (when required) to maximize the availability of the solar plant. Daily work of the operators involves logging the voltage, current, power factor, power and energy output of the SPV plant, temperature, etc. logging down individual array output data.
2. O&M of all equipment shall be done as per OEM guidelines & additional procedures provided by GIPCL.
3. Safety practices inside GIPCL Charanka Solar Power Plant shall be at par with best Industrial Practices.
4. Seasonal Preparedness for ensuing seasons shall be done as per GIPCL standards, readiness /healthiness of available dewatering pumps shall be ensured.
5. T&P of standard make & as per IEC standards.
6. Site Vehicles, minimum 1 number of four wheeler (utility vehicle like Mahindra Bolero, Marrazo, etc.) and minimum 1 number of two wheelers for each Plot shall be



kept at site for better mobility.

7. Firefighting equipment available at site shall be maintained in perfect condition with regular checking, replenishment & fire fighting trainings/drills.
8. The operator shall record daily/monthly energy output of each array and transformer and reports shall be prepared on performance of SPV plant.
9. Submission of periodical reports to the owner on the energy generation & operating conditions of the SPV plant in GIPCL DGR Format.
10. Ensuring Safety and protection of the plant by deputing sufficient security personals.
11. Monitoring, controlling, troubleshooting, maintaining of records, registers.
12. Cleaning of drains, cable trenches, box culverts etc.
13. The contractor shall at his own expense provide all amenities to his workmen as per applicable laws and rules.
14. The Contractor shall ensure that all safety measures are taken at the site to avoid accidents to his employees or his Co-contractor's employees.
15. The Contractor shall immediately report the accidents, if any, to the Engineer In-charge & to all the concerned authorities as per prevailing laws of the state.
16. The Contractor shall comply with the provision of all relevant Acts of Central or State Governments including payment of Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Maturity Benefit Act 1961, Employees State Insurance Act 1948, Contract Labor (Regulations & Abolishment) Act 1970 or any modification thereof or any other law relating whereto and rules made thereunder from time to time.
17. The contractor shall be responsible to carry out all test and work as required by statutory regulation in effect as on date of Techno- commercial bid opening during O&M period.
18. Housekeeping: Housekeeping frequency and Cleaning of the plant, office building, watering of plants (maintenance and up-keeping of horticulture) on regular basis and as and when required.

Housekeeping frequency:

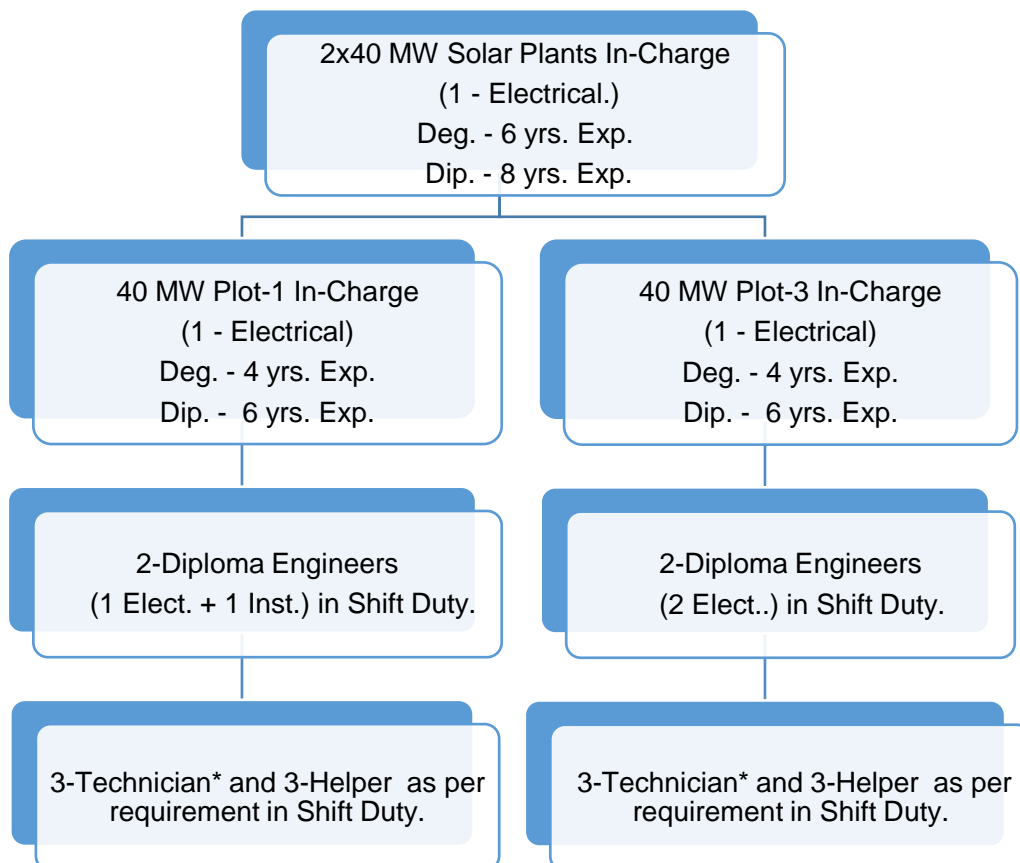
S.No	Items	Frequency
1	Control Rooms (MCR + LCRs)	Daily
2	Office Area	Daily



### 5.2 Stores and Spares:

- a) Supply of all type of consumables like cotton waste, insulation tape, CRC cleaner, Brushes, emery paper, DM water for battries, Grease, Petrollem jelly for Battries, Blowers, Vacuum cleaners, etc. shall be in the scope of the O&M contractor.
- b) All tools and tackle including basic measuring instrument like Multimeter, DC clamp meter, Megger up to 5 kV, mechanical and electrical tool kit, Fault Locator and Crimping tool up to 630 sqmm cable, any special tools tackles,etc. shall be in the scope of O&M Contractor.
- c) O&M contractor shall be responsible for proper storage, preservation, security and record of all the spares provided by GIPCL.
- d) Regular O&M spares including capital sapres shal be provided/arranged by GIPCL.
- e) Monthly reconciliation and record of spares consumptin shall be submitted to GIPCL with monthly O&M Invoices.

### 5.3 Minimum Manpower Required:



**\*Atleast one Technician among both plots shall have competency as Cable Jointer.**



### 5.3.1 Man Power Deputation Criteria:

O&M Contractor shall submit detailed Resume indicating qualification with passing Institute/ college along with relevant experience in Solar Plant. GIPCL will examine cridentials of proposed man power and take interview for final selection for deputation. GIPCL decision on selection of Man power shall be final and binding to the O&M Contractor.

Under normal circumstances, O&M Contractor shall not change / replace the man power approved by GIPCL. However, in case of exceptional necessity O&M Contractor shall take permission of GIPCL.

Further, GIPCL reserves right to ask for replacement / Substitute of O&M Contractor Man power if found technically incompetenet or short comings in behaviorial or interpersonal aspects during course of O&M period at any time.

Reduction of manpower shall not be permitted, substitute shall be provided by vendor in case other than weekly off. Shifts optimization of manpower can be done with the consultation of GIPCL.

In case of shortage of manpower from above; the O&M Contractor shall be penalised as per the provision in this RFP. Wage- sheet, bank statement, PF/ ESIC, etc. shall be submitted with the O&M invoices.

### 5.3.2 Security Manpower:

Complete Security of the plant shall be in the scope of O&M Contractor.

The minimum-security staff in each shift in each plot shall be as follows:

- i. Security Supervisor: 01 Nos. (In General Shift)
- ii. Security Guard : 04 Nos. (During Day time)  
06 Nos. (During Night time)

In case of shortage of manpower from above; the O&M Contractor shall be penalised as per the provision in this RFP.



It will be the responsibility of the contractor to make arrangements for the complete safety and security of plant/assets. The contractor has to assess the security threats and accordingly deploy an adequate number of trained security personals. The security agency should have all the necessary compliances prescribed by any statute or state administration. Any default or penalty arising out of the acts/deeds of security agency/personal shall be in the scope of the contractor. Gate pass system shall be followed by contractor and entries of all vehicles, persons, material etc shall be made in the main gate register with date and time. All the consumables like stationery items and security/safety tools mentioned above shall be in the scope of contractor. A monthly report on the security aspects like incidents of theft, local agitations, strikes etc. shall be submitted to GIPCL. Case of theft, burglary, breach of fencing etc shall be informed to /GIPCL & Security agency shall assist GIPCL to File FIR with police as & when required.

At any point of time during the contract period, if GIPCL finds that the performance of contractor in security matters is not satisfactory, then GIPCL reserves the right to remove the security portion from the scope of work by giving a notice of 30days.

#### 5.4 Maintenance of Solar Plants:

OEM guidelines shall be strictly followed during all the maintenance works.

##### A) Maintenance of Main Control Room (MCR):

Serial Number	Service Text	Service Details
1	Battery Room	Cleaning, check for unstable tube lights, keeping battery in perfect shape including filling of acid and checking of misplaced lids, replacement of defective spare parts including batteries, etc. shall be in scope of Contractor.
2	UPS, UPS DB	Cleaning of all equipment's & Connection Check, lamp replacement, pushbuttons replacement, replacement of defective spare parts, etc. shall be in scope of Contractor.



3	ACDB Panel & Lighting, MCB Distribution Box	Cleaning, termination tightening, check lug for heating up, lamp replacement, pushbuttons replacement, replacement of defective spare parts, etc. shall be in scope of Contractor.
4	Fire fighting equipment's & Alarm Panel (all Areas)	Cleaning, connection tightening, manual alarm check, checking of smoke detectors by inducing smoke, lamp replacement, manual call Point, pushbuttons replacement, Timely Refilling of Fire Extinguisher, replacement of defective spare parts, etc. shall be in scope of Contractor.
5	Battery System, FCBC PANEL	Petroleum jelly application, Battery acid/water filling, tightening of connections, Cleaning of Battery terminals, taking specific gravity, voltage reading. Reading shall be taken on sample basis in such a way that all batteries are covered in month, replacement of defective spare parts including batteries, etc. shall be in scope of Contractor.
6	WMS, SCADA & Data Transfer	Cleaning of all equipment's on daily basis & Connection Check monthly basis, replacement of defective spare parts shall be in scope of Contractor. Maintaining 24X7 days. Availability of data transfer to GIPCL, OPC sever, Telemetry server of SLDC and static IP.
7	CCTV	Cleaning of all equipment's & Connection Check, keeping the CCTV fully operational, replacement of defective spare parts including CCTV cameras, etc. shall be in scope of Contractor, 24x7 availability of CCTV system.



8	Incomer / Outgoing Panels (11 kV HT Swicth Gear)	Cleaning, tightening, check Rack- In & Rack-Out mechanism; check all cable terminations tightness, LED check, Emergency Switch operation, lamp replacement, pushbuttons replacement, manual spring charge check, checks operation of breaker & isolation mechanism, healthiness of Relays and entrie protection system, Door lock check, sealing, insulation mat., replacement of defective spare parts, etc. shall be in scope of Contractor.
9	Making Straight through Joint of 11 kV AC cable	Making cable straight through termination with heat shrinkable jointing kit complete with all accessories including lugs suitable for 1C X 630 sqmm 11 kV XLPE alum. conductor cable as per specification and as per accepted standard including connection testing complete in all respect.
10	Earth Pits	Tightness Check of connections, Watering of Earth Pits, Earthpit Covered Properly, Resistance value check, marking of checking date and next due date on earth pits, etc. shall be in scope of Contractor.
11	Battery Bank (All Battery banks in Plant)	Annual battery bank load test shall be done as per OEM procedure, testing equipment's shall be provided by Contractor.
12	66 KV Control & Relay Panels	Cleaning, Termination tightening, check all connections are proper; replacement of defective spare parts, etc. shall be in scope of Contractor.
13	NIFPS System	Regular Preventive and Breakdown Maintenace of NIFPS system as per OEM guidelines.

**NOTE: Necessary spares/materials for above activities shall be provided by GIPCL.**



B) Maintenance of Field and Local Control Rooms(LCRs):

Serial Number	Service Text	Service Details
1	INVERTER	Cleaning of AC Section, DC Section, IGBT Section, Connection Tightening of AC & DC Bus, Capacitors, Breaker Sensors & Relay checking, Cooling Fan & Exhaust Fan Check, Bus-bar Termination Connection Recheck, Hole Sealing Check, Monthly thermal scanning of inverters to be done for finding any hotspot, Attending the defects, replacement of defective spare parts, etc. shall be in scope of Contractor, and biannual inspection of inverters by OEM service engineer.
2	UPS, UPS DB	Cleaning, termination tightening, check lug for heating up, I/P & O/P Voltage Check, lamp replacement, pushbuttons replacement, replacement of defective spare parts, etc shall be in scope of Contractor.
3	Battery Charger/ Battery Room	Cleaning of all terminals, Petroleum jelly application, Battery water filling, Tightening, replacement of defective spare parts including batteries, cards, relays, shall be in scope of vendor.
4	11 KV HT Switchgear	Cleaning, tightening, check Rack- In & Rack-Out mechanism; check all cable terminations tightness, LED check, Emergency Switch operation, lamp replacement, pushbuttons replacement, manual spring charge check, checks operation of breaker & isolation mechanism, healthiness of Relays and entire protection system, Door lock check, sealing, insulation mat., replacement of defective spare parts, etc. shall be in scope of Contractor.



5	Providing & Making Straight through Joint of 11 kV AC cable	Providing & making cable straight through termination with heat shrinkable jointing kit complete with all accessories including lugs suitable for 11 kV single core XLPE alum. conductor cable as required as per specification and as per accepted standard including connection testing complete. Heat shrinkable jointing kit 11 kV AC XLPE cable straight through termination of 1C X 300 sqmm cable.
6	Providing & Making Straight through Joint of 1.1 kV AC (1.5 kV DC) cable	Providing & making cable straight through termination with heat shrinkable jointing kit complete with all accessories including lugs suitable for 1.1 kV AC (1.5 kV DC) single core XLPE alum. conductor cable as required as per specification and as per accepted standard including connection testing complete. Heat shrinkable jointing kit 1.1 kV AC (1.5 kV DC) XLPE cable straight through termination of 1C X 300 sqmm or 1C X 400 sqmm cable whichever is applicable.
7	ACDB Panel & Lighting (Whole Plant)	Cleaning, Termination tightness, replacement of defective parts including cables, switches, contactors, lights, etc. shall be in scope of Contractor.
8	Miscellaneous	Local Control Room Filters cleaning. Maintenance of Rolling Shutters, Maintenance of Tubelights and exhaust fans, etc.
9	RTU Panel (PLC, SCADA PANEL)	Cleaning, Termination tightening, check all connections are proper; replacement of defective spare parts, etc. shall be in scope of Contractor.
10	Module Washing System	Motor 3 phase balance current checking, checking for abnormal sound, Greasing if required, washing pipe Leakage checking and Repair, Pressure checking, Module Cleaning Wiper Replacement, Chemical filling in dosing system as per level, Annual Checking by OEM.
11	Earth Pits	Tightness Check of connections, Watering of Earth Pits, Earthpit Covered Properly, Resistance value check, marking of checking date and next due date on earth pits.



12	Inverter Transformer	Cleaning, Tightening of HT & LT Bushing, Leakage check, Oil level Check, Checking BDV and filtration if required, Silica Gel Check, Buchholz air/gas level check, check all cable terminations, check the tap changer in manual mode, Marshalling box connection tightening, OTI, WTI, MOG & Buchholz alarm check, grass/bush cutting in & around the yard, Quaterly thermal scanning of all joints and connection, Replacement of defective spare parts, etc. shall be in scope of
13	Auxiliary Transformer	Cleaning, Tightening of HT & LT Bushing, Leakage check, Oil level Check, Silica Gel Check, Buchholz air/gas level check, check all cable terminations, check the tap changer in manual mode, Marshalling box connection tightening, OTI, WTI, & Buchholz alarm and trapped gas level check, grass/bush cutting in & around the Yard thermal scanning of all joints and connection, Replacement of defective spare parts, etc. shall be in scope of Contractor.
14	Contactor Box for Exhaust Fan Controller	Cleaning & Connection Check, keeping the Exhaust fan in Fully operational, replacement of defective spare parts, etc. shall be in scope of Contractor.
15	String Monitoring Unit	Cleaning of all accessories, Working Status check, check SMU fuse base, bus bar, lug, washer for heating up, check power cable lug for heating up, check physical condition of the SMU, check the disconnector switch. SMU Communication to SCADA, Quaterly thermal scanning of all joints and connection, Replacement of defective spare parts, as well as entire SCBs, etc. shall be in scope of Contractor. Cheking, Measure & Records of currents of all strings coming at SCBs & Necessary Rectification.
16	Lightening Arrester	Check LA cables connections, check LA counter reading, Connection Check, replacement of defective spare parts including meter and counter, etc. shall be in scope of Contractor.



17	CCTV	Cleaning of all equipment's & Connection Check, keeping the CCTV fully operational, replacement of defective spare parts including CCTV cameras, etc. shall be in scope of Contractor, 24x7 availability of CCTV system.
18	MMS	Tightness of MMS Rafters, purlins, bracings, earthing strip, modules etc. and Proper Dressing of String cables.
19	Roads Grading & Erosion & Boundary Fencing	Maintenance and upkeep of civil structures including boundary walls/Fencings, culverts, Drains, CMCS buildings, IR buildings, Repair of Roads shall be in scope of O&M Contractor. Replacement of broken windows, glass, gates etc. shall be in scope of O&M Contractor. The civil items maintenance which are not described in this clause but are part of GIPCL solar power plant shall be in scope of O&M Contractor.
20	Battery load test	Annual battery bank load test shall be done as per OEM guidelines, testing equipments shall be provided by Contractor.
21	ABB Make RMU	RMU Maintenance, cleaning, cheking & Repalcements of faulty measuring / Indicating Meters etc.

**NOTE: Necessary spares/materials for above activities shall be provided by GIPCL.**

C) Maintenance of 66 kV Switchyard:

Serial Number	Service Text	Service Details
1	Cleaning	Daily cleaning of Metering yard area and 66 kV main Switchyard area.
2	Lightening Arrester	Check LA cables connections, check LA counter reading, Connection Check, replacement of defective spare parts including meter and counter shall be in scope of Contractor.





3	Isolator	Check Isolator cables connections, check Motorised operation of & Isolator alignment tightening, replacement of defective spare parts, etc. shall be in scope of Contractor.
4	CT/PT	Cleaning, Termination tightening, check all connections are proper. Petroleum jelly applied in Contacts, thermal scanning of all joints and connection, Arresting Oil Leakages or Replacements of the CT/PT. Annual Testing, replacement of defective spare parts, etc. shall be in scope of Contractor.
5	Earth Pits	Tightness Check of connections, Watering of Earth Pits, Resistance value check, Earthpit Coverd, marking of checking date and next due date on earth pits.
6	ABT Meters	Annually Calibration of ABT Meters shall be in scope of Contractor, in case of use of spare ABT meter its calibration is also in Contractor scope.
7	Providing & Making Straight through Joint of 66 kV cable	Providing & making cable straight through termination with heat shrinkable jointing kit complete with all accessories including lugs suitable for 66 kV single core XLPE alum. conductor cable as required as per specification and as per accepted standard including connection testing complete. Heat shrinkable jointing kit 66 kV XLPE cable straight through termination of 1X630 sqmm cable.

**NOTE: Necessary spares/materials for above activities shall be provided by GIPCL.**

D) Additional Support Services:

Serial Number	Service Text	Service Details
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1	Grass and Bush Cutting	<p>Grass and Bush cutting on a periodic basis shall be done. Minimum two cycles of grass cutting. First cycle shall be completed from 1<sup>st</sup> Oct to 30<sup>th</sup> Nov and Second cycle shall be completed from 1<sup>st</sup> March to 31<sup>st</sup> March in a contractual year. Any loss of plant due to fire incident occurred during O&amp;M period due to dry grass available in SPV plant shall be recovered from O&amp;M Contractor. For any delay in Grass/Bush cutting, the O&amp;M Contractor shall be penalised as per the provision in this RFP.</p>
2	Power Transofermer (02 nos. per plant) and Inverter Transformer (16 Nos. per plant) Testing	<p>Transformers Preventive maintenance and testing shall be in scope of O&amp;M Contractor. Testing frequency for all Transformers shall be annual,</p> <p>Note: In case of outage of transformer or abnormality, testing shall be carried out as per instruction of OEM/GIPCL.</p> <p>Routine Tests :</p> <ol style="list-style-type: none"> <li>1. All routine test shall be carried out in accordance with IEC 60076.</li> <li>2. Measurement of Voltage Ratio &amp; phase displacement (as per IEC 60076-1)</li> <li>3. Measurement of winding resistance on all the taps (as per IEC 60076-1).</li> <li>4. Vector group and Polarity Check (as per IEC 60076-1)</li> <li>5. Magnetic Balance and Magnetising Current Test</li> <li>6. Measurement of no load current with 415 V, 50 Hz AC supply.</li> <li>7. IR measurement (As per IEC 60076-1).</li> <li>8. Measurement of capacitance &amp; tan delta of Transformer As well HV Bushings to determine capacitance between winding &amp; earth.</li> <li>9. Yearly Transformer Oil Testing.</li> <li>10. Transformer Oil Top Up &amp; Filtration if required.</li> <li>11. Thermography of HV Connections &amp; LV Box at Both ends.</li> </ol>



3	Relay Testing	Protective relay testing shall be in scope of O&M Contractor. Testing frequency for protective relays shall be annual.  Note: In case of outage of relay or abnormality of any relay testing shall be carried out as per instruction of OEM/GIPCL.
4	Protection Scheme Testing	Protection scheme healthiness of the entire Solar plant to be ensured and Protection scheme testing shall be carried out annually as per instructions of OEM/GIPCL site-in-charge.

i. Seasonal Module Tilting:

Module tilting activity of 2 x 40 MW MW GIPCL Charanka Solar PV Plant shall be done twice per year, as per Sun's angle of crossover. For any delay in module tilting, the O&M Contractor shall be penalised as per the provision in this RFP.

The contractor has to change the tilt angles of module mounting structures as per the schedule provided below.

Module Tilting Cycle	Module Tilt Angle	Period	Remarks
1 <sup>st</sup>	28 Degree	15 <sup>th</sup> October to 15 <sup>st</sup> March	Tilting shall be completed between 15 <sup>th</sup> Spetember to 15 <sup>th</sup> October.
2 <sup>nd</sup>	5 Degree	15 <sup>th</sup> April to 15 <sup>th</sup> September	Tilting shall be completed between 15 <sup>th</sup> March to 15 <sup>th</sup> April.



All the fasteners should be tightened properly after every tilting cycle. Every tilting cycle should start on or before the due date provided in the table above but the start date can also be mutually decided by the Site In- charge of contractor and GIPCL depending upon quantum of radiation or generation from strings at the two tilt angles. The agreed date shall be recorded. Contractor has to deploy adequate gangs and/or T&Ps so that the tilting work gets completed in maximum of 10 days. The work completion date shall also be recorded. Contractor shall be given a window of +/- 3 days for start date and +/- 3 days for completion date

The O&M Contractor shall ensure that all the MMS fasteners are refixed after each tilting cycle without fail. Further, any missing or lost fasteners shall be arranged by Contractor. All tools like spanners, torque wrenches, jacks, levers, jigs, etc. required for the work is included in the scope of contractor.

The tilting of module mounting structure is completely a manual/labour-oriented work and the people involved have little or no knowledge of electrical hazards/risk associated with the work. So, all the gangs involved are to be made aware of all such risks and also, they need to be sensitized the importance and delicacy of PV cells, so that they may not hurt themselves and at the same time no damage is done to the PV modules and structure.

Following standard operating procedure may be followed with site specific modifications if required.

- a) All the workers in the gang should be wearing safety shoe, electrical safety gloves (1000/1500 volts DC) and safety helmet.
- b) Each gang should have a supervisor for guiding and checking the alignment.
- c) A pep talk on safety aspects, tilting procedure, brittle nature of glass and PV cells is to be organized.
- d) One bare structure (structure without modules) if available at site can be used as test structure and each gang may be asked to practice once for understanding the coordination and sequence of events.
- e) Preferably the tilting work is to be carried out during day light but in case of exigency if the tilting work is carried out during night, then proper lighting arrangements are to be made.



- f) Availability of spare fasteners (all concerned sizes) is to be ensured before starting the tilting work.
- g) Site Operation engineer shall give the permit/clearance to the gang supervisors only after isolating the structure's string from the concerned SCB/SMB.
- h) Torque wrenches are to be used for tightening the structure after tilting. Over tightening should be avoided.
- i) Misalignment/looseness of the structure can cause stress on module frame and may lead to module breakage during storms. So, the supervisor needs to check it before normalizing the string connections.
- j) Care should be taken so that the strings from adjacent table/structure are not stretched while tilting. Workers are to be instructed not to put any force on the PV modules.
- k) To avoid any breakage of fasteners, the structure should be lifted slightly to release the stress on the fasteners and then they are to be opened.
- l) All workers who are lifting/lowering the structure should act simultaneously to avoid skewing of the structure.
- m) Grass/bushes should be cut before the tilting of any table (while changing to steeper angles), else the shadow effects will hamper the generation.
- n) It is better to take up inverter wise tilting work, so that the mismatch losses can be contained.
- o) Any accidental breakage of module or string is to be reported to operation engineer.

ii. Module Washing:

Two cycles of module washing shall be completed in one month i.e. first cycle in 1<sup>st</sup> fortnight and second cycle in 2<sup>nd</sup> fortnight shall be completed. Module washing activity shall be conducted on daily basis with specified number of SPV tables. Any delay in module washing, the O&M Contractor shall be penalised as per the provision in this RFP.

Workers should be advised not to touch the structure and other electrical installations in the plant. Module washing using water should not be carried out during high load times. As a general rule, cleaning should be done when the load is below 20% of installed capacity. Cleaning should be done in day light only.



Modules with broken glass (if any) should not be cleaned using water as it may lead to DC earth fault and tripping of inverter. Vehicle movements should be restricted in the plant as they contribute to soiling. Soiling near the frame edges is to be removed. Bird drops are to be removed by use of soft cloth mop.

Further contractor may follow general recommendatory guidelines provided below.

- a) **Benchmarking-** Only Spraying water on the PV modules is not enough unless some measurable outcomes are not observed. Washing of PV Modules is one of the important factors on which the Performnace of PV module depends. One inverter can be identified in the plant whose Performance Ratio or specific yield is to be compared before and after cleaning its DC capacity in each cycle. Benchmark improvements can be set and other inverters can be monitored based on such bench marks.
- b) **Plan and Act- Planning** It is observed that the cleaning manpower avoids areas that are difficult to approach and the easily approachable areas are cleaned more frequently. To avoid this, a proper plan (**DC Capacity inverter-wise**) is to be made at the start of the month that clearly defines the temporal and spatial targets. Such targets are to be monitored on daily basis. Planning inverter wise cleaning gives an added advantage of reducing mismatch losses due to non-uniform soiling on the modules of a particular inverter.
- c) **Active supervision-** Generally in solar industry the PV module washing contracts are based on rates per module. Under such contracts the workers always try to clean as many modules as possible in least possible time and quality of washing takes a back seat. This results in to wastage of resources in terms of money and water and at the same time it didn't contribute much in increasing the performance. To address this issue, supervision is must. O&M contractor may deploy at least one dedicated person for this purpose. His responsibilities may include the implementation of washing schedule on daily basis, making report of daily washing record, check the water quality and washing quality.
- d) **Removing bird Drops-** Bird drops on the PV modules lowers the performance of the module cells. The coverage of the bird drops on PV module is usually small and they are often ignored. The bird drops are



required to be removed with proper wet cleaning on regular basis or else the cells can become highly degraded due to overheating. Because of the bird drops the PV module bypass diodes are activated leading to shorting of many cells and as a result the string voltage comes down. Also, it is observed that the Birds usually gathers near water sources such as the storage tanks or the RO plant units. Seeping water due to leakages in tanks and pieplines gets collected on ground and invites the birds. Most of the time the bird drop is found on PV modules in such areas. Hence, firstly the birds should be distracted from such location by arresting the leakages.

- e) **The summer season** tilt angles of PV plants are close to horizon (approx. 5 degrees) which is almost parallel to the ground. Due to this position, dust and other foreign particles settles on the panels very easily leading to increased soiling. Also, during this season of the year frequent dust storms are observed at site and higher particulate matter in the air which further accelerates soiling. Due to almost horizontal position of PV modules it the frontal view of modules to the workers for any visual soiling. Considering the above reasons, it is recommended that the module cleaning is to be taken more rigorously (increased cleaning cycle as per site condition) and also supervision is to be made more effective. The workers cleaning the modules may also use portable elevated platforms/stands for better visual approach of modules.
- f) **Natural cleaning by rains-** Heavy rains usually cleans the entire plant. However, the lighter rain brings more environmental suspended dust on the panels and makes it more soiled instead of cleaning. Hence, the cleaning schedule is to be operated in such a way that after every rain, modules are to be inspected and washing may be carried out for better cleanliness.
- g) **Use of mops-** Spraying of water on modules may clean the modules in dry seasons and can remove the coarse particles. But in humid regions and seasons and also areas of fine dust/clay, the pollutants stick to the panel glass and mere spraying of water may not be that effective. In such regions and seasons, mops made of soft fiber or cotton are to be used for cleaning the panels.



iii. Handing and Taking Over of the Plant:

At the end of the contract period, the contractor shall hand over the plant and equipment back to the owner (GIPCL or next O&M contractor after completion of this contract) in completely safe and healthy condition and without any pending defect.

The items supplied by GIPCL on returnable basis, such as spares parts (from GIPCL provided spares or through procurement)), consumables, tools and plants, documents etc. shall be returned back to GIPCL at end of contract. Else suitable recoveries shall be made from the Contractor's bills. Taking over team shall be deployed by bidder one month prior to start of O&M work.

E) Safety, Permit System and Medical:

GIPCL gives utmost importance to the safety of the personnel as well as equipments. GIPCL believes in 'safety is first', it is everyone one's responsibility to follow all safety rules and regulations as per directions of GIPCL.

Following standard safety requirements are in the scope of contractor and shall be followed by the contractors and their representatives at all times in the plant premises. As far as safety is concern it is not restricted to what is mentioned in the document but vendor shall give utmost importance to the personnel and equipment safety.

Following are the bare minimum requirements for observing the safety culture during the contract period.

1. Supply and use of all safety PPEs like safety shoes, reflective jackets, safety helmet, hand gloves, gum boots, safety goggles, etc.
2. 5 sets of above standard PPEs are to be maintained as spare at site for exigency use during plant visit of any delegate/group/Third part Inspection.
3. One safety Manager shall be designated for the plant.
4. The contractor shall take adequate precautionary measures at site, using of PPEs like arc suit, High Voltage protected hand gloves, safety shoes, isolation of charged electrical equipment, usage of earth rods, earth trucks to release residual voltages, permit to work system, etc. to ensure safety from the electrical system.





5. In case of any accident, minor, major, near miss and casualties incidents are to be recorded and the contractor shall immediately report the same to GIPCL & concerned statutory department as per prevailing laws & regulation.
6. At-least two persons among the O&M staff shall be well trained in carrying out CPR.
7. One set of first aid box should be available in site control room.
8. The permit to work system (PTW) duly approved by GIPCL is to be followed during all maintenance works. All the T&Ps (like lock-keys, LOTO box) and consumables required for safety system are in the scope of contractor.
9. The system safety events like daily pep talk, monthly safety meetings,
10. Safety pledge shall be organized to promote the safety.
11. One fire drill is to be conducted in every quarter.
12. Safety sign boards, banners and play-cards to be placed at all major locations. These are to be replaced once in a year.
13. All the fire fighting and detecting system of the plant shall be maintained as per the maintenance schedule provided elsewhere in the contract.
14. In each billing quarter, GIPCL or its representative may carry out safety audit on the above-mentioned aspects.
15. All the works done during O&M period shall be as per standard safety practices. All type of PPEs required shall be provided by vendor to its employees. All type of safety sign boards, speed breaker, safety pep talks, quarterly fire safety, road safety & electrical safety training shall be provided to its employees, quarterly fire drill shall be conducted; all the instructions given by GIPCL time to time regarding safety shall be followed. Celebration all the days' and weeks designated for electrical & road safety shall be celebrated at site for better awareness of employees towards safety.
16. Medical Assistance & emergency services:  
A medical assistant shall be deployed at site 24\*7 with all type of first aid & a vehicle for shifting of injured or ill personal to nearest medical facility shall be provided by vendor.  
Handling FIRs/reporting of fatal/major injury cases shall be in scope of contractor.



### 5.5 Statutory Requirements:

All operation and maintenance procedures shall be carried out through appropriate relevant standards, regulations laid by GUVNL/GETCO / UGVCL / GEDA / GIPCL/ GoI / MNRE and / or any other agency as and when applicable. Further, this shall comply with the applicable labor laws. The Bidder shall make himself aware of such requirements and shall not solely depend on the Company to avail full information.

All other statutory approvals and permissions not mentioned specifically but are required to carry out hassle free O&M of the plant.

All approvals, equipment, item and works which are not specifically mentioned in this document but are required for operation & maintenance of Solar Photovoltaic Power Plant in every respect and for safe and efficient operation and guaranteed performance are included in the scope of this bid.

**Disclaimer:** Any civil / electrical / other work, which is not mentioned or included in this Tender document but necessary for the O&M of GIPCL 2 x 40 MW (AC) Solar PV plant at Charanka shall be borne by the Contractor. The Contractor shall, unless specifically excluded in the Contract, perform all such works and /or supply all such items and materials not specifically mentioned in the Contract/ Tender Document but can be reasonably inferred from the Contract as being required for attaining completion and performance of the facilities, maintaining the plant & achieving maximum generation during O&M period as if such work and / or items and materials were expressly mention in the Contract without any extra cost implication and liability to GIPCL. All specifications mentioned in this Tender indicates minimum technical requirement. The Contractor may propose alternate specifications or design though the final acceptance of the same is subject to the GIPCL discretion.

--- End of Section---



## 6 General Terms and Conditions

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### 6.1 Use of Contract Documents & Information

- 6.1.1 The Contractor shall not, without GIPCL's prior written consent, disclose the Contract or any provision thereof or any specification, plan, drawing, pattern therewith to any person other than person employed by the Contractor in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend strictly for purpose of performance only.
- 6.1.2 The Contractor shall not, without GIPCL's prior written consent, make use of any document or information except for purpose of performing the Contract.
- 6.1.3 Any document other than the Contract itself shall remain the property of GIPCL.

### 6.2 Patent Rights

- 6.2.1 The Contractor shall indemnify GIPCL against third party claims of infringement of patent, trademark or industrial design rights arising from use of goods/design or any part thereof.

### 6.3 Materials and Workmanship

- 6.3.1 All materials shall be of the best quality and workmanship capable of satisfactory operation under the operating and climatic conditions as may be specified. Unless otherwise specified, they shall conform in all respect to the latest edition of the relevant Bureau of Indian Standard (BIS) specification wherever Indian specifications apply or British Standard (BS) or International Electro-technical Commission (IEC) or internationally accepted standard.

### 6.4 Negligence

- 6.4.1 If the Contractor neglects to operate and maintain the plant and equipment with due diligence and with expeditiousness or refuses or neglects to comply with any reasonable order given to it in writing by GIPCL or contravenes any provisions of the Contract, GIPCL may give seven (7) seven days notice in writing to the Contractor, to make good the failure, neglect or contravention complained of. If the Contractor fails to comply with the notice within reasonable time from the date of serving thereof, in the event of failure,



neglect or contravention capable of being made good within that time, then in such case, if GIPCL thinks fit, it shall be lawful for it to take the manufacture or supply of plant wholly or in part, out of the Contractor's hand and give it to another person on Contract at a reasonable price and GIPCL shall be entitled to retain any balance which may be otherwise due on the Contract by it to the Contractor or such part thereof as may be necessary, to the payment of the cost of manufacture or supply of such plant as aforesaid.

6.4.2 If the cost of executing the work as aforesaid shall exceed the balance due to the Contractor and the Contractor fails to make good such deficiency, GIPCL shall take action in the manner it may consider deem fit in terms of the Contract.

### **6.5 Statutory Responsibility**

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

### **6.6 Insolvency and Breach of Contract**

6.6.1 GIPCL may at any time by notice in writing summarily terminate the Contract without compensation to the Contractor in any of the following events:

- If the Contractor at any time, is adjudged insolvent or have a receiving order or order from administration of its state made against it or shall take any proceeding for compensation under any Insolvency Act for the time being in force or make any conveyance or assignment with its creditors or suspend payment. If the Contractor being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator or manager on behalf of the Debenture holder is appointed or circumstances have arisen which entitle the Court or debenture holder to appoint a Receiver, Liquidator or Manager.

### **6.7 Delay in Execution or Failure to Perform**

6.7.1 Any delay in completion of the work shall attract penalty for late completion as per Penalty (Clause 6.8) of this Tender.



6.7.2 If the Contractor fails to deliver the plant performance or fails to start the work within specified time frame after issue of LOA or fails to carry out the work as per agreed schedule or leaves the work site after partial execution of the work, GIPCL shall have the right to get the work done through any other agency at the risk and cost of the Contractor. Further to this, GIPCL may, without prejudice to the right of the Contractor to recover damages for breach of trust of the Contract, may impose penalties.

## 6.8 Penalty during Operation & Maintenance (O&M)

The Operator shall pay to the Owner Pre-determined Mutually Agreed Compensation for reduced Man-power, Delay in PV Module Washing, Delay in Grass Cutting, Delay in PV Module Tilting, Security and Theft related problems in the following manner. However, maximum liability shall not exceed 100% of O&M charges of the respective year. Penalty Invoices to be generated with additional applicable taxes which will prevail at that time of Penalty arise. In case of termination of contract, O&M charges for respective period shall be considered on prorata basis.

### 6.8.1 For Operating with reduced Man Power:

O&M Contractor shall provide minimum man power 24x7 as per RFP. Incase of absence of manpower, equivalent replacement shall be provided. Incase of reduced manpower Penalty of **Rs.2000/- per man-day for Degree/Diploma Engr. and Rs.1000/- per man-day for Technician/Helper** shall be levied to the O&M Contractor. **For Delay in PV Modules wet Cleaning:**

### 6.8.2 For Delay in PV Modules Washing:

Two washing cycle per month i.e. first cycle in 1<sup>st</sup> fortnight and second cycle in 2<sup>nd</sup> fortnight shall be completed. For any delay in washing cycle beyond respective fortnight, Penalty of **Rs.15000/- per day** shall be levied to the O&M Contractor.

### 6.8.3 For Delay in PV Modules Tilting:



The Tilting of PV Module shall be carried out as per the schedule given in the RPF. For any delay in PV Module Tilting beyond schedule, the Penalty of **Rs.200/- per table per day** shall be levied to the O&M Contractor.

#### 6.8.4 For Delay in Grass/Bush Cutting:

The Grass/Bush cutting within the solar plant shall be carried out two times during the contract year as per schedule given in the RFP in a proper way so that the generation of the plant is maximized. For any delay in Grass/Bush cutting, the Penalty of **Rs.5,000/- per day** shall be levied to the O&M Contractor.

#### 6.8.5 For Security and Theft related problems:

Sufficient number of Security personnel shall be deputed at site for overall security of the Plant as mentioned in the RFP. For reduced Security Man-Power, the Penalty of **Rs.500/- per man-day** shall be levied to the O&M Contractor. For every incident of Theft observed, O&M Contractor has to **make good any loss due to theft** to GIPCL. Further the Penalty of **Rs.15,000/- per theft incident** shall be levied to the O&M Contractor. For frequent/large theft O&M Contractor shall lodge a **FIR**.

### 6.9 Termination of Contract

6.9.1 At any stage from start of O&M Contract, GIPCL reserves the right to terminate or short close this contract by giving 3 months' notice period without assigning any reason whatsoever.

6.9.2 In the event the Owner terminates the Contract in whole or in part, pursuant to above, the Owner may procure, upon such terms and in such manner as it deems appropriate, goods/services similar to those undelivered, the Contractor shall be liable to the Owner for any excess costs for such similar goods/services. However, the Contractor shall continue the performance of the Contract to the extent not terminated.

### 6.10 Breach and Cancellation of the Contract

6.10.1 In case of non-performance in any form or change of the covenant and conditions of the Contract by the Contractor, the Owner shall have the power to annul, rescind, cancel or



terminate the order and upon its notifying in writing to the Contractor that it has so done, this Contract shall absolutely determine. The decision of the Owner in this regard shall be final and binding.

6.10.2 The Owner may cancel the order or a portion thereof, and if so purchase or authorize purchase of the plant/equipment/services not so delivered or order Plant/Equipment/services of similar description (opinion of the Owner shall be final) at the risk and cost of the Contractor.

### **6.11 Force Majeure**

6.11.1 In the event of Force Majeure, either party unable to perform any obligation under this Contract, relative obligation of the party affected by such Force Majeure shall be treated as suspended during which the Force Majeure Clause lasts.

6.11.2 The term “Force Majeure” shall have herein mean riots (other than among the Contractor’s employee), Civil commotion, War (whether declared or not), invasion, act of foreign enemies hostilities, civil war, rebellion, revolution, insurrection, military coup, damage from aircraft, nuclear fission, embargoes, quarantines, pandemics, acts of god such as earthquake (above 7.0 magnitude on Richter scales), lightning, unprecedented floods, fires not caused by the Contractors negligence and other causes which the Contractor has no control and accepted as such by Owner whose decision shall be final and binding. Normal rainy season and monsoons are not Force Majeure.

It is to be further clarified that Solar Power Plant being an essential service shall not be covered by Lockdown or any other restriction on movement declared by Govt. However, GIPCL shall be at liberty to relax looking to the local conditions.

6.11.3 Upon occurrence of such causes and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by registered notice/email within 48 (twenty four) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

6.11.4 Time for performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such clause lasts.



6.11.5 If works are suspended by Force Majeure conditions lasting for more than two (2) months, GIPCL shall have the option of cancelling this Contract in whole or part thereof, at its discretion.

6.11.6 The Contractor shall not claim any compensation for Force Majeure conditions and shall take appropriate steps to insure men and materials utilized by it under the Contract well in advance.

## **6.12 Insurance**

6.12.1 As an owner, GIPCL will take Insurance policy of Fire and Allied Perils as well as any Force Majeure condition. Further GIPCL may also opt for Industrial All Risk Policy to cover material damage and Business Interruption (BI) loss. However, in case claim is denied by insurance company due to negligence/ willful or deliberate act / sabotage for which any employee/ staff of O&M contractor is responsible, then in such case 10% of total yearly O&M charges shall be recovered by GIPCL as a partial compensation of loss to the plant.

6.12.2 Insurance to cover third party liability of appropriate value along with an undertaking indemnifying GIPCL from any such claim.

6.12.3 Workmen compensation and/or group personal accidents Insurance policy covering all its employees and works including of the sub-contractor. Pilferage, theft, burglary also are to be covered by the O&M Contractor.

6.12.4 Fire and allied perils including earthquake, flood, storms, cyclone, tempest, insurance policy shall be taken by the Owner regularly. In case of any loss/ claim under the policy, O&M Contractor shall immediately inform the same to the owner.

## **6.13 Statutory Acts, Rules and Standards**

6.13.1 The work shall be executed in conformity with the relevant standard of Bureau of Indian Specification (or equivalent International Standard), Electricity Rules, 2010 (as amended up to date), Indian Electricity Act, BARC/DAE rules, Explosive Act 1948, Petroleum Act 1934, National Building Code and relevant Rules in vogue at the time of execution including operation and maintenance period.





#### **6.14 Tools and Tackles**

6.14.1 The Contractor shall provide technically suitable tools and tackles for installation, erection and Operation & Maintenance of Plant and Machineries conforming to relevant BIS safety and technical standards for proper execution of work. The Owner, in no way, shall be responsible for supply of any tools and tackles for implementation of the work/services and also to carry out operation and maintenance activities.

#### **6.15 Safety Measures**

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

#### **6.16 Hazardous Material**

6.16.1 Any hazardous material used during O&M of Plant or used as part of the plant has to be taken back by the supplier for recycling or dumping purpose after its operating/ working life, so that it may not affect the environment or any living being. The Contractor shall comply with the State Pollution Board regulation.

#### **6.17 Stoppage of Work**

6.17.1 The Owner shall not be responsible and not liable to pay any compensation due to stoppage of work as a reaction from local public due to any undue action on the part of the Contractor causing annoyance to local people.

#### **6.18 Hindrance Register**

6.18.1 The Contractor may also maintain a Hindrance Register where reasons for delay may be recorded from time to time and at the time of occurrence of the hindrance and get it duly certified by the Project Manager or his authorized representative.

#### **6.19 Responsibility of the Contractor**

6.19.1 The Contractor shall provide guarantee and be entirely responsible for the execution of the Contract in accordance with this tender including but not limited to its specification, schedules, and annexure. The Contractor shall further provide guarantee and be responsible for the quality and workmanship of all materials and completed works, correct



designs and drawings, correct delivery of material, erection, testing and commissioning during operation and maintenance.

## **6.20 Right of the Owner to Make Change(s) in Design**

6.20.1 All designs/modification shall be approved by GIPCL prior to the execution of such designs/modification.

6.20.2 The Owner shall have the right to make any change in the design/modification, which may be necessary in the opinion of GIPCL to make the plant and materials conform to the provisions and contents of the specification without extra cost to GIPCL.

## **6.21 Governing Laws**

6.21.1 The Tender and the Contract thereof shall be governed, construed and interpreted in accordance with the laws of India. The Contract shall be written in English Language. All correspondence and documents pertaining to the Contract, which are exchanged by the Owner and Contractor, shall be written in English.

## **6.22 Order Amendments**

6.22.1 No variation in or modification of the terms of the contract shall be made except by written amendments issued by the Owner.

## **6.23 Assignments or Subletting of Contract**

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

## **6.24 Subcontracts**

6.24.1 The Contractor shall notify the Owner in writing of all subcontracts awarded under the Contract if not already specified in his Bid. Such notification in its original Bid or later shall not relieve the Contractor from any liability or obligation under the Contract.

6.24.2 Subcontracting a work shall not, under any circumstances, relieve the Contractor from its obligations towards the Project/Plant and the Owner.



6.24.3 In case, the Contractor engages any Subcontractor to carry out a part of the work, the Subcontractor should have requisite Government License for carrying out such part of the work.

## **6.25 Inspection and Testing**

6.25.1 The Owner or its authorized representative including appointed Consultant for the project/plant shall have, at all times, access to the Contractor's premises and also shall have the power to inspect and examine the materials and workmanship of project/plant work during O&M.

6.25.2 GIPCL shall have the right to serve notice in writing to the Contractor on any grounds of objections, which he may have in respect of the work. The Contractor has to satisfy the objection, otherwise, the Owner at his liberty may reject all workmanship connected with such work.

6.25.3 The Owner or his authorized representative shall have the right to carry out inward inspection of the items on delivery at the Site and if the items have been found to be not in line with the approved specifications, shall have the liberty to reject the same.

6.25.4 If the Owner desires, testing of any component(s) of the plant be carried out by an independent agency, the inspection fee, if any, shall be paid by the Owner. However, the Contractor shall render all necessary help to GIPCL whenever required free of charge.

6.25.5 The Contractor has to provide the necessary testing reports to GIPCL as and when required.

6.25.6 The work is subject to inspection at all times and at all places by Owner. The Contractor shall carry out all instructions given during inspection and shall ensure that the work is carried out according to the relevant codes of practice

6.25.7 Decision of the Owner in regard to the quality of work and performance to the specifications and drawings shall be final.

## **6.26 Deduction from Contract Price**



6.26.1 All costs, claims, damages or expenses, which the Owner may have paid for which the Contractor is liable, will be deducted by the Owner from deposited bank guarantees or from any money due or which become due to him under this Contract or any contract are being executed elsewhere with the Owner.

6.26.2 Any sum of money due and payable to the Contractor, as per the Contract Agreement, may be appropriated by the Owner and set off against any claim of the Owner, for the payment of a sum of money arising out of or under any other contract made by the Contractor with the Company. It is an agreed term of the Contract that the sum of money, withheld or obtained under this clause by the Company, will be kept withhold or retained as such by the Owner or till this claim arising out of in the same Contract is either mutually settled or determined by the arbitrator, or by competent court, as the case may be, and that the Contractor shall have no claim for interest or damages whatsoever on this account or any other account in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

## 6.27 Terms of Payment

6.27.1 Bidder has to raise Invoices on Monthly basis after providing services for respective month and Payment will be released **within 20 days** from the date of receipt of the Invoice with following documents duly certified by GIPCL site in charge:

- i. Attendance report of Man-power (Technical + Security) at site alongwith necessary statutory government documents like PF, ESI, etc.
- ii. PV Modulue washing Report, if applicable.
- iii. PV Module Tilting Report, if applicable.
- iv. Grass cutting Report, if applicable.
- v. Prevetntive maintenance, Test Reports of plant equipments carried out during the month.
- vi. Report of Stock of Spares -Available/Consumed during the month.



vii. Report of Stock of Spares -Available/Consumed during the month.

6.27.2 For any new contract year, O&M payment can be released after submission of O&M BG only.

## 6.28 Payments Procedure

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

- a. All payments shall be made in Indian Rupees (INR), unless otherwise specified in the LOA/Contract Agreement. All payment shall be made on the basis of actual measurement for the quantified items as per schedule of works.
- b. The Contractor shall submit the bill for claim in three copies with all supporting documents as per the Contract condition to GIPCL. After due verification and recommendation, GIPCL shall process verified bills for release of payment. Payments shall be released in 20 (Twenty) days by A/c payee cheque / RTGS/ NEFT from date of submission of clear invoice.
- c. All taxes and deductions shall be applicable as per prevailing income tax and other statutory rules and provisions in force.
- d. In case Contractor fails to submit the invoice with all the required documents to process payments, GIPCL reserves the right to hold the payment of the Contractor against such bills.

## 6.29 Court of Competent Jurisdiction

6.29.1 Jurisdiction of the said Contract shall be The Courts of District Vadodara, State of Gujarat, India.

## 6.30 Dispute Resolution

6.30.1 All matters, questions, disputes, differences and / or claims arising out of and / or concerning, and /or in connection with, and /or in consequence of, and /or relating to this



contract which may arise between the parties in connection with the Contract or any matter arising out of or in relation thereto shall be resolved through arbitration in terms of the Arbitration and Conciliation Act, 1996 or any amendments thereof. Prior to submitting the Disputes to arbitration, the parties shall resolve to settle the dispute/s through mutual negotiation and discussions upto the highest level of GIPCL (here it is referred as Managing Director). In the event that the said dispute/s are not settled within 60 days of the arising thereof, the same shall finally be settled and determined by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof.

- 6.30.2 The place of arbitration shall be Vadodara or such other place as the Arbitrator, in his discretion, may determine. The language used in the arbitral proceedings shall be English.
- 6.30.3 Arbitration shall be conducted by a Sole Arbitrator. The arbitrator shall be jointly appointed by both the parties. If the Parties fail to mutually appoint the sole arbitrator within 30 days of a Party invoking arbitration, the sole arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996.
- 6.30.4 The arbitral award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction. None of the Parties shall be entitled to commence or maintain any action in a court of law upon any Dispute arising out of or relating to or in connection with this Agreement, except for the enforcement of an arbitral award or setting aside of Arbitral award or as permitted under the Arbitration and Conciliation Act, 1996.
- 6.30.5 Pending the submission to arbitration and thereafter, till the tribunal renders its award or decision, the Parties shall, except in the event of termination of this Agreement or in the event of any interim order/award is granted under the aforestated Act, continue to perform their obligations under this Agreement and no payments due from or payment by the Company shall be withheld on account of such proceedings except to the extent which may be in dispute.
- 6.30.6 The Arbitrator may, from time to time, with the consent of the parties to the contract enlarge the time for making the award in accordance with the Arbitration and Conciliation Act, 1996.



### **6.31 Law and Procedure**

6.31.1 The law governing the procedure and administration of any arbitration instituted under the clause for arbitration shall be the Indian law.

### **6.32 Construction of Contract**

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

### **6.33 Notices**

6.33.1 For all purpose of the Contract, including arbitration there under, the address of the Contractor mentioned in the Bid shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified a change by a separate letter containing no other communication and sent by registered post with acknowledgement due to GIPCL. The Contractor shall be solely responsible for the consequence of an omission to notify change of address in the manner aforesaid.

6.33.2 Any communication or notice on behalf of the Owner in relation to the Contract Agreement may be issued to the Contractor by the Owner and all such communication and notice may be served on the Contractor either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of the officer.

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

### **6.34 Risk Purchase**

6.34.1 If the Contractor fails, on receipt of the LOA, to take up the work within a reasonable period or leave the work Site after partial execution of the work, GIPCL shall have the liberty to get the work done through other agency at the Contractor's own risk and additional cost if any. If the situation, so warrants, to compel GIPCL to cancel the LOA placed on the Contractor, it shall be liable to compensate the loss or damage, which GIPCL may sustain due to reasons of failure on Contractor's part to execute the work in time.



### 6.35 Confidential Information

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





6.35.5 Technical specifications, drawings, flow sheets, norms, calculations, diagrams, interpretations of the test results, schematics, layouts and such other information which the Contractor has supplied to the Company under the Contract shall be passed on to the Company. The Company shall have the right to use these for construction erection, start-up, commissioning, operation, maintenance, modifications and/ or expansion of the unit including for the manufacture of spare parts.

6.35.6 The obligation of a party, shall not apply to that information which:

- a. now or hereafter enters the public domain through no fault of that Party,
- b. can be proven to have been possessed by that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party hereto, or
- c. Otherwise lawfully becomes available to that Party from a third party that has no obligation of Confidentiality.

6.35.7 The above provisions of this shall not in any way modify any undertaking of Confidentiality given by either of the Parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.

6.35.8 The provisions of this shall survive Termination, for whatever reason, of the Contract.

### **6.36 Limitation of Liability (LLP)**

6.36.1 The total liability of the Contractor under or in connection with this Tender and the consequent Contract shall not exceed the full O&M Contract Price inclusive of taxes and duties.

6.36.2 This sub-Clause shall not limit the liability in case of fraud, deliberate default/ negligence, reckless misconduct or illegal or unlawful acts by the Contractor.

--- End of Section ---



## 7 Special Terms and Condition

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### 7.1 Definition

- 7.1.1 The General Terms and Conditions as well as the Special Terms and Conditions of the Tender are complementary to each other, and wherever there is a conflict, the Special Terms and Conditions shall prevail.
- 7.1.2 Objective of the Contract The main objective of this Contract is “Bid for Operation and Maintenance of GIPCL 2 x 40 MW (AC) Charanka Solar Plant at Gujarat Charanaka Solar Park, Dist.: Patan, Tal: Santalpur, Gujarat.

### 7.2 Compliance with GUVNL/GETCO/GEDA/GPCL Guidelines

- 7.2.1 The Bidders and Contractor shall make themselves fully aware of and comply with the norms and guidelines provided by GUVNL/GETCO/GEDA/GPCL if any, towards the Project.
- 7.2.2 The Contractor shall ensure that the Project shall comply with all the norms and guidelines of GUVNL/GETCO/GEDA/GPCL if any, and subsequent clarifications or amendments issued from time to time. The Contractor is required to refer the compliance documents of GUVNL/GETCO/GEDA/GPCL if any, for necessary compliances of GUVNL/GETCO/GEDA/GPCL requirements.
- 7.2.3 In case of any conflict between the compliance of GUVNL/GETCO/GEDA/GPCL and this Tender or any aspect of the Project, the Contractor shall immediately notify GIPCL for clarity.

### 7.3 Project Site

- 7.3.1 Details of the Project Sites will be as per the Appendix 17.

### 7.4 Scope of Service

- 7.4.1 The O&M Contractor (hereinafter also referred to as “Bidder”/”Operator”) shall provide the O&M Services which shall include the activities including but not limited to, round the clock operation and maintenance of all electrical and electronic system (including SCADA), preventive, corrective and all breakdown maintenance of the Plant, maintain the Performance ratio and Plant availability, PV modules Wet cleaning, PV Modules



Tilting, Grass/Bush cutting, security of the Plant, watch and ward of spares parts, arrangement of tools & tackles including special tool kits for repair etc. shall be undertaken by the O&M contractor in strict and complete adherence to the requirements, applicable laws and as per best industry practice.

- 7.4.2 Scope of work/service also includes coordination and liaison with the government agency, GETCO substation, Grid authorities, handling any ROW and Local issues, all administrative work, maintaining records and submission to all concerned authorities, transport, lodging, boarding facilities for their own employees and transport arrangement for movement within plants for O&M activities, etc. in line with Terms of GIPCL RFP.

## 7.5 Mode of Execution

- 7.5.1 All the work shall be executed on O&M basis in strict conformity with the provisions of the Contract documents explanatory detailed drawings, specifications and instructions by the Engineer-in-Charge whether mentioned in the contract or not. The contractor shall be responsible for ensuring that works are executed in the most substantial, proper and workman like manner using the quality materials and labour throughout the job Completion in strict accordance with the specifications and to the entire satisfaction of the Engineer-in-Charge. Any discrepancy/ambiguity found during O&M activities at site, decision of GIPCL will be final.

- 7.5.2 The entire work shall be executed on O&M basis. Any minor item(s) not included in the schedule but required for completion of the work shall have to be carried out without any extra cost. Such works, not listed in the schedule of works but elaborately described to perform or to facilitate particular operation(s) required for proper O&M of the plant shall be deemed to have been included in the scope of this work and the Contractor shall supply, install the same without any extra cost.

## 7.6 Programme of Work

- 7.6.1 The Contractor shall submit the programme of work within 15 days from the date of receipt of Letter of Award. The programme shall include the details of site Mobilization, Man power details, schedule of PM, etc.



## **7.7 Starting of Work**

7.7.1 The Contractor shall be required to start the work within 15 (fifteen) days from the date of issue of Letter of Award and shall thereof, report to GIPCL accordingly.

## **7.8 Site Inspection & Basis of Bid**

7.8.1 The volume and quantity of work indicated in schedule of works may vary. The Contractor should visit the Site before quoting rate. After taking in to consideration all aspects of the site, condition of soil etc., the Contractor should quote for works. No extra claim will be entertained at post bidding stage.

## **7.9 Price Escalation**

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

## **7.10 Taxes and Duties**

7.10.1 The price quoted shall be inclusive of all applicable taxes, duties, levies as applicable (as per the format of the Financial Proposal), which shall be paid on production of documentary evidences for the same.

7.10.2 Bidders shall quote the rates as well as all taxes and duties based on the concessional exemption that can be availed by the Bidder.

7.10.3 Statutory variations in the tax shall be permitted as under:

### **(A) Statutory variations during original contractual completion period:**

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

### **(B) Statutory variations beyond original contractual completion period:**

- (i) If reasons for extension of contractual period is attributable solely to GIPCL, the provisions of (A) (i) above shall apply.



(ii) If reasons for extension of contractual period is attributable to Bidder, then:

- (a) If any increase takes place in taxes and duties due to statutory variation, then GIPCL shall not admit the same; however, GIPCL shall admit the taxes and duties at the rate prevailing during payment of last invoice raised during original contract period.
- (b) If any decrease takes place in taxes and duties due to statutory variation, the same shall be passed on to GIPCL or GIPCL shall admit the decreased rate of taxes and duties while making the payment.

7.10.4 Variation on account of exchange rate will not be payable. No statutory variation shall be payable by GIPCL on the input items. i.e. raw materials etc.

7.10.5 No statutory variation shall be admitted if the excise duty becomes payable because of exceeding of the prescribed limits for turnover of the Bidder.

## **7.11 Procurement of Materials**

7.11.1 The Contractor shall procure all necessary consumables required for the O&M work and arrange to store them properly. Test certificate in accordance with the specifications are to be furnished by the Contractor to GIPCL for approval in respect of the materials procured by the Contractor.

## **7.12 Notice of Operation**

7.12.1 The Contractor shall not carry out important operation without the consent in writing of GIPCL or his representative. For carrying out such important activity, the Contractor shall intimate to GIPCL at least seventy-two (72) hours before starting of the job.

## **7.13 Rejection of Materials**

7.13.1 GIPCL's decision in regard to the quality of the material (consumables) and workmanship will be final. The Contractors at its own cost and risk without any compensation shall immediately remove any material rejected by the Project Manager or Engineer-in-Charge from the Site of work.

## **7.14 Labour Engagement**



- 7.14.1 The Contractor shall be responsible to provide all wages and allied benefits to its labours engaged for execution of Operation and Maintenance service. 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.
- 7.14.2 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.
- 7.14.3 The contractor is encouraged to use local manpower as per the local statutory (labour) requirement, if any.
- 7.14.4 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 15 days 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.
- 7.14.5 65% of the jobs that will be created due to the projected in the supervisory and managerial cadres and 80% of the jobs that will be created in other cadres due to the contract shall be filled in by employing the local persons. The expression "local person" shall mean a person domicile in Gujarat state for a minimum period of 15 years prior to applying for employment to the Contractor.

### **7.15 Termination on the death of Contractor**

- 7.15.1 Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, the Engineer-in-Charge on behalf of GIPCL shall have the option of terminating the Contract without compensation to the contractor.

### **7.16 Retired Government servants taking to Contract**



7.16.1 No engineer of gazette rank or other gazette officer employed in engineering or administrative duties in the Engineering Department of the Company is allowed to work as contractor for a period of two years of his retirement from Company's service without the previous permission of the Company. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be a person who had not obtained the permission of the Company as aforesaid before submission of the tender or engagement in the contractor's service as the case may be.

### **7.17 EPF**

7.17.1 The contractor will deduct and deposit EPF of his labour staff/worker as applicable from time to time in his own EPF A/c code and then produce a photocopy of documentary evidence of EPF Challan with each R.A. Bill for the concerned period.

### **7.18 Miscellaneous**

7.18.1 The site manager appointed by O&M contractor shall not be replaced without the prior written approval of GIPCL.

7.18.2 Any site manager or member of the Contractor at Site shall be replaced within a period of forty-eight (48) hours of intimation by GIPCL without assigning any reason thereof.

7.18.3 The Contractor shall take care of all statutory, local clearance, approvals, etc.

7.18.4 All warranties on the equipment shall be in the name of GIPCL.

7.18.5 The Contractor shall be responsible for claiming and retaining any subsidy and shall quote only final price accordingly. In no case, GIPCL is responsible to provide any additional amount other than the O&M Contract Price.

7.18.6 The Contractor shall arrange for proper water drainage, which shall be appropriately arranged for dispersion/ evacuation as per the local statutory norms without causing any local inconvenience or hindrance.

7.18.7 The design philosophy and related specifications mentioned in this Tender are to be treated as baseline specifications. The Contractor may further improve the design of the



Plant through minor modifications and execute the same contingent on GIPCL's approval of the new design or specification.

7.18.8 Based on reviewing the Plan performance, if the performance is below expectation as judged based on GIPCL's discretion, then GIPCL shall reduce the Scope of the Contractor in part or full and assign the same to other contractor(s) at the risk and cost of the existing Contractor.

7.18.9 The Contractor shall continue to provide all the monitoring services, licenses, software, access to all information (real-time or stored) that were been used during the O&M Contract period by the Contractor to GIPCL at the time of hand over at no extra cost to GIPCL for the rest of the life of the Plant.

--- End of Section ---





## Appendix 1: Format for Covering Letter

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To,

General Manager (RE O&M)

Gujarat Industries Power Company Limited

Post: Ranoli-391350,

Dist.: Vadodara, Gujarat, India

**Sub: Submission of the RFP Document No.GIPCL/O&M/Contractor/2 x 40 MW/Charanka Solar/2023 dated 21<sup>st</sup> February, 2023.**

Dear Sir,

We, the undersigned, have considered and complied with the "Instructions to Bidders" and have accepted the terms stipulated in the RFP documents. The scope of work to be offered by the Bidder shall include but not be limited to Operation and Maintenance of Solar Photovoltaic Grid-Connected Power Plants of GIPCL 2 x 40 MW (AC) at Gujarat Charanka Solar Park, Taluka: Santalpur, Dist.: Patan; in the State of Gujarat. The Successful Bidder shall be required to ensure the continuous running of plant in the best optimized manner. All the above shall be as per RFP Document No. **GIPCL/O&M/Contractor/2 x 40 MW/Charanka Solar/2023 dated 21<sup>st</sup> February, 2023.**

Also we have familiarized ourselves with the, land surface and subsurface, metrological, climatological and environmental conditions which may exist in the plant area. In full cognizance and compliance with these aforesaid conditions and the regulations of local government authorities, we the undersigned do hereby offer for Operation and Maintenance of GIPCL 2 x 40 MW(AC) Charanka Solar Plants at Gujarat Charanka Solar Park, Dist.: Patan Tal:Santalpur in the State of Gujarat for which we have Bid. The work covered under the Bid shall be completed to the entire satisfaction of yourselves or your representative in conformity with the RFP documents at the prices accompanying this Bid.

We further agree and stipulate as follows:

GIPCL/O&M/Contractor/2 x 40  
MW/Charanka Solar/2023

(Sign and Seal of Bidder)

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1. Until the final Contract Documents are prepared and executed the RFP documents with any modifications, additions, deletions agreed with the Company(s) and your written acceptance thereof, shall constitute a binding Contract between us, upon terms contained in aforesaid documents and the Financial Proposal accompanying the Bid.
2. That the Company will not supply any material. In all respects we shall be fully self-sufficient in the performance of the work.
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 (One Hundred and Twenty) 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.
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):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness:

\_\_\_\_\_



## Appendix 2: Details of Bidder

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To,

General Manager (RE O&M)

Gujarat Industries Power Company Limited

Post: Ranoli-391350,

Dist.: Vadodara, Gujarat, India

Sub: RFP Document No. **GIPCL/O&M/Contractor/2 x 40 MW/Charanka Solar/2023** for Operation and Maintenance of GIPCL 2 x 40 MW(AC) Charanka Solar Plants at Gujarat Charanka Solar Park, Dist.: Patan Tal: Santalpur in the State of Gujarat

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



- (a) Name:
- (b) Designation:
- (c) Address:
- (d) Phone Number:
- (e) Fax Number:

5. Solar O&M Contracts execution capacity:

O&M Contracts executed in MW in Gujarat			O&M Contracts executed in MW in India		
Current Year	Last Year	Second Last Year	Current Year	Last Year	Second Last Year

6. Details of testing facilities available at works:

- a) List of testing equipment and other facilities avaibale.
- b) Details of the tie-up with testing agencies if any.
- c)

7. Bidder to submit the company profile with organogram, manpower details, Bidders manpower for execution of GIPCL's contract.

### Appendix 3: Format of Details of Similar Technical Experience

#### INSTRUCTIONS:

- A. The Bidder shall indicate similar O&M experience of grid-connected solar photovoltaic projects herein.
- B. The Bidder shall duly attach the Letter of Award (LOA) from the Client and Certificate of Satisfactory O&M of Plant from the Client.
- C. Projects without sufficient documentary evidence of O&M as per the discretion of GIPCL shall not be considered towards technical evaluation of the Bidder.
- D. The Bidder may indicate more than five (5) Plants.

Sr. No.	Name of Client (with name and contact information of Contact Person)	PV Project AC/ DC Capacity (in MW)	Supporting Documents Attached (YES/ No)		
			Copy of LOA or Work order	Certificate of Satisfactory Completion	CUF of Last 3 Years.
1					
2					
3					
4					
5					

#### FINANCIAL INFORMATION

##### FINANCIAL DATA FOR LAST THREE AUDITED FINANCIAL YEAR

Sr. No.	Description	FY 2021-22	FY 2020-21	FY 2019-20
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 gall 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 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.





#### Appendix 4: Details of Qualified Technical Staff

Sr. No.	Name	Relevant Qualification	Past / present Organization /Company details	Total Years of Relevant Experience	Remarks
1.					
2.					
3.					
4.					
5.					
6.					

**Note:**

*Kindly submit copies of resumes and appropriate certifications of tentative man power to be deputed with this sheet.*

*Additional sheets may be used to provide accurate information.*



## Appendix 5: Declaration of Compliance

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Date:

To,

General Manager (RE O&M)

Gujarat Industries Power Company Limited

Post: Ranoli-391350,

Dist.: Vadodara, Gujarat, India

**Sub: Declaration of Compliance for the Bid for Operation and Maintenance of GIPCL 2 x 40 MW (AC) Charanka Solar Plant at Gujarat Charanka Solar Park, Dist.: Patan, Tal: Santalpur, in the state of Gujarat.**

Dear Sir,

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

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

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

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

Signature: \_\_\_\_\_ Designation: \_\_\_\_\_

Name: \_\_\_\_\_ Organization: \_\_\_\_\_



Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_



## Appendix 6: No Deviation Certificate

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Date:

To

General Manager (RE O&M)

Gujarat Industries Power Company Limited

Post: Ranoli-391350,

Dist.: Vadodara, Gujarat, India

**Sub: No Deviation Certificate regarding Bid for Operation and Maintenance of GIPCL 2 x 40 MW (AC) Charanka Solar Plant at Gujarat Charanka Solar Park, Dist.: Patan, Tal: Santalpur, in the state of Gujarat.**

Dear Sir,

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

\_\_\_\_\_

SEAL AND SIGNATURE OF BIDDER

Date: \_\_\_\_\_



## Appendix 7: Declaration on Bidder's relation to Directors

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Date:

To,

General Manager (RE O&M)

Gujarat Industries Power Company Limited

Post: Ranoli-391350,

Dist.: Vadodara, Gujarat, India

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

Dear Sir,

This has reference to our proposed Contract regarding Bid for Operation and Maintenance of GIPCL 2 x 40 MW(AC) Charanka Solar Plants at Gujarat Charanka Solar Park, Dist.: Patan Tal: Santalpur in the State of Gujarat to be entered into Agreement with Gujarat Industries Power Company Limited

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

- 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.

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Authorised Signatory of the Contracting Party

Place:

Date:



**Appendix 8: Format of Power ofAttorney 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 Operation and Maintenance of GIPCL 2 x 40 MW(AC) Charanka Solar Plants at Gujarat Charanka Solar Park, Dist.: Patan Tal: Santalpur in the State of Gujarat, pursuant to the RFP document no. \_\_\_\_\_ issued by Gujarat Industries Power Company Limited (“GIPCL”)including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders’ and other conferences and providing information / responses to the Company, representing us in all matters before the Company, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Company in all matters in connection with or relating to or arising out of our Bid for the said Contract and/or upon award thereof to us and/or till the entering into of the Contract Agreement with GIPCL.

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

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF....., 20.....

For.....



(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted      Notarised

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

Notes:

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



## Appendix 9: Format of Summary of Audited Financial Statements

To

General Manager (RE O&M)

Gujarat Industries Power Company Limited

Post: Ranoli-391350,

Dist.: Vadodara, Gujarat, India

**Sub: Summary of Financial Statement**

**Ref: Request for Proposal for Bid for Operation and Maintenance of GIPCL 2 x 40 MW (AC) Charanka Solar Plant at Gujarat Charanka Solar Park, Dist.: Patan, Tal: Santalpur, in the state of Gujarat.**

Dear Sir,

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

Financial Year	Turnover (in INR)	Net Worth (in INR)	For Official Use Only
			Audited Statement Attached?
2021-22			Yes // No
2020-21			Yes / No
2019-20			Yes / No

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

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





Sincerely yours,

[Official seal of the Chartered Accountant]

.....  
[Insert Name of the Chartered Accountant]

Date: [Insert Date]

[Insert address and contact information of the Chartered Accountant]

Place: [Insert Place]

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 10: Format of Authorization by Parent Company

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[On the Official Letterhead of the Parent Company]

[Reference No.]

From: [Name of Parent Company]

[Address of Parent Company]

[Date]

To

General Manager (RE O&M)

Gujarat Industries Power Company Limited

Post: Ranoli-391350,

Dist.: Vadodara, Gujarat, India

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

**Ref: Request for Proposal for Bid for Operation and Maintenance of GIPCL 2 x 40 MW (AC) Charanka Solar Plant at Gujarat Charanka Solar Park, Dist.: Patan, Tal: Santalpur, in the state of Gujarat.**

Dear Sir,

- A. With reference to RFP No....., we confirm that we hold..... [Insert percentage of share held in words] percent ([Insert percentage of share held in figures] %) share in M/s. .... [Insert Name of the Bidder].
- B. We confirm that M/s. .... [Insert Name of the Bidder] is authorized by us to use our financial capability for meeting the financial criteria as specified in the Tender, meeting all the provisions including but not limited to terms and conditions of the Tender and undertaking the Scope of Work as defined in the Tender.



C. We further confirm that we shall by jointly and severely 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 11: Format of Financial Proposal

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To

General Manager (RE O&M)

Gujarat Industries Power Company Limited

Post: Ranoli-391350,

Dist.: Vadodara, Gujarat, India

**Sub: Financial Proposal for Bid for Operation and Maintenance of GIPCL 2 x 40 MW (AC) Charanka Solar Plant at Gujarat Charanka Solar Park, Dist.: Patan, Tal: Santalpur, in the state of Gujarat.**

Dear Sir,

I, \_\_\_\_\_, present the Financial Proposal for the **“Bid for Operation and Maintenance of GIPCL 2 x 40 MW (AC) Charanka Solar Plant at Gujarat Charanka Solar Park, Dist.: Patan, Tal: Santalpur, in the state of Gujarat.”** through the Tender Document No. “Tender No. **GIPCL/O&M/Contractor/2 x 40 MW/Charanka Solar/2023**”confirming that:

- i. I agree to all the terms and conditions set forth in this Tender Document. If awarded the Contract, the implementation of the Contract 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, Operation and Maintenance of “Plant” 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 respective clause of Taxes and duties of Tender



Document. 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 120 days from the date of opening of the Price Bid.



## SCHEDULE OF PRICE

**All Schedules of Prices to be submitted online only**

**Submission Due Date: 13th March, 2023**

**(As per Bid Submission Instruction of RFP)**

**Price Quote for O&M Contract (For GIPCL 2 x 40 MW (AC) Solar Plants)**

O&M Contract Year	O&M Charges for GIPCL 2 x 40 MW Charanka Solar Plants				
	Annual O&M Charges for 40 MW Plot-1	Annual O&M Charges for 40 MW Plot-3	Summation of Annual O&M Charges for both 40 MW Plot-1 & 40 MW Plot-3	Taxes & Duties (GST @18%)	O&M charges including taxes
	A	B	C=A+B	D=C*0.18	C+D
1st Year	<b>To be Quoted by Bidder</b>	<b>To be Quoted by Bidder</b>	<b>Evaluated Bid Value</b> <i>Auto calculated</i>	<i>Auto calculated</i>	<i>Auto calculated</i>
2nd Year	<i>Auto calculated</i>	<i>Auto calculated</i>	<i>Auto calculated</i>	<i>Auto calculated</i>	<i>Auto calculated</i>
3rd Year	<i>Auto calculated</i>	<i>Auto calculated</i>	<i>Auto calculated</i>	<i>Auto calculated</i>	<i>Auto calculated</i>
4th Year	<i>Auto calculated</i>	<i>Auto calculated</i>	<i>Auto calculated</i>	<i>Auto calculated</i>	<i>Auto calculated</i>
5th Year	<i>Auto calculated</i>	<i>Auto calculated</i>	<i>Auto calculated</i>	<i>Auto calculated</i>	<i>Auto calculated</i>
6th Year	<i>Auto calculated</i>	<i>Auto calculated</i>	<i>Auto calculated</i>	<i>Auto calculated</i>	<i>Auto calculated</i>
7th Year	<i>Auto calculated</i>	<i>Auto calculated</i>	<i>Auto calculated</i>	<i>Auto calculated</i>	<i>Auto calculated</i>
8th Year	<i>Auto calculated</i>	<i>Auto calculated</i>	<i>Auto calculated</i>	<i>Auto calculated</i>	<i>Auto calculated</i>
9th Year	<i>Auto calculated</i>	<i>Auto calculated</i>	<i>Auto calculated</i>	<i>Auto calculated</i>	<i>Auto calculated</i>
10th Year	<i>Auto calculated</i>	<i>Auto calculated</i>	<i>Auto calculated</i>	<i>Auto calculated</i>	<i>Auto calculated</i>
Total (₹)					<i>Auto calculated</i>
Total in Words					<i>Auto calculated</i>



Signature: \_\_\_\_\_ Designation: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_ Seal of Company / Organization:

\_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Note:**

1. The O&M Charges will remain firm throughout the Contract Period of 10 years (5+5 years).
2. Any item of work not mentioned in the above particulars but written elsewhere in the scope of work or technical specifications or essentially required for efficient operation and maintenance of solar plant, safety of equipment and operating personnel, shall be deemed to have been included in the above particulars.
3. Any incentive subsidy granted by Central/State Government shall be to the benefit of GIPCL.
4. Statutory variations if any Taxes/Duties shall be reimbursed by GIPCL on submission of documentary proof. Similarly benefit in statutory variation due to reduction/removal of any Taxes/Duties shall be passed on to GIPCL.



## Appendix 12: List of Banks (for Bank Guarantee)

**Name of acceptable Banks for bank Guarantee:** Bank guarantee must be issued from any of the following bank.

- All Nationalized Banks
- Axis Bank
- ICICI Bank
- HDFC Bank
- Kotak Mahindra Bank
- IndusInd Bank
- RBL Bank
- DCB Bank
- Federal Bank
- Bandhan Bank
- Standard Chartered Bank

Please note that NO OTHER BANKS bank guarantee will be accepted other than above list.

### **Bank details for Bank guarantee are as under:**

Name and Address of the Beneficiary	Gujarat Industries Power Company Limited, P.O. Ranoli, Vadodara - 391350.
Bank of Beneficiary	State Bank of India
Bank Account No. of Beneficiary	10323432215
IFSC Code of account of Beneficiary	SBIN0001946





**Appendix13 (a): Format of Bank Guarantee for EMD**

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

B.G. No.: \_\_\_\_\_

Date: \_\_\_\_\_

1. WHEREAS M/s. Gujarat Industries Power Company Limited having its Corporate Office at PO: RANOLI, Dist. Vadodara – 391 350, Gujarat State, India (hereinafter called “The Company Owner” which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued tender paper vide its Tender No.....for -----  
-----  
----- (hereinafter called “the said tender”) to  
M/s.  
..... (hereinafter called the said Tenderer(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns and as per terms and conditions of the said tender, the tenderer shall submit a Bank guarantee for Rs..... (Rupees .....only) towards earnest money in lieu of cash.
2. We .....Bank having its branch office at ..... do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused to or would be caused or suffered by the Company by reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender or failure to accept the letter of Intent Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee, However, our liability under this



guarantee shall be restricted to an amount not exceeding Rs.....  
(Rupees.....only).

3. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the tenderer (s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the tenderer.
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
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 180 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



**Appendix13 (b): Format of Bank Guarantee for Performance for O&M**

*[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country]*

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

To:

Gujarat Industries Power Company Limited

Post: 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/O&M/Contractor/2 x 40 MW/Charanka Solar/2023** dated **21<sup>st</sup> February, 2023** issued by Gujarat Industries Power Company Limited (“GIPCL”) (hereinafter, the “Beneficiary”) for Operation and Management of Performance of GIPCL Solar Power Plant.

And WHEREAS a Bank Guarantee for Rupees *[.....]* valid till ..... *[Insert date for 5 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 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 17.
- This Bank Guarantee/ all further communication relating to the bank guarantee should be forwarded to Gujarat Industries Power Company Limited, Post: Ranoli-391350, Dist.: Vadodara, Gujarat Industries Power Company Limited, Post: Ranoli-391350, Dist.: Vadodara, Gujarat only.
- The full address along with the Telex/Fax No. and email address of the issuing bank to be mentioned.



**Appendix 14: 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 Post: 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 “ **theWorks**” 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.

### **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.

5. 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).

6. Signed, Sealed and Delivered by:

(Signature with Name, Designation & official seal)

For and on behalf of Gujarat Industries Power Company Ltd.,  
Post: Ranoli-391350, Dist: Vadodara, Gujarat

In the presence of Name, Full Address & Signature:

i)

-----  
-----



### Appendix 15: Format for Pre-Bid Queries

Sr.	Chapter / Section No.	Clause No.	Page No.	Tender Term	Bidder's Query



## Appendix 16: Format for Undertaking

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

Sr No.	Name of- Customer / Project Owner	Capacity of Project in MW (AC)	Year of Operational Performace data	Actual CUF%	Actual Plant Availability %.
1					
2					
3					
4					
5					
6					

Remarks:

1. Bidders shall provide data of at least 3 Solar PV plants with highest capacity among all O&m Contracts with Bidder.
2. Bidders shall submit supporting documents like copy of LOA/ WO, etc in support of Satisfactory Performance of the Plant/Project.

### 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.

Date: \_\_\_\_\_

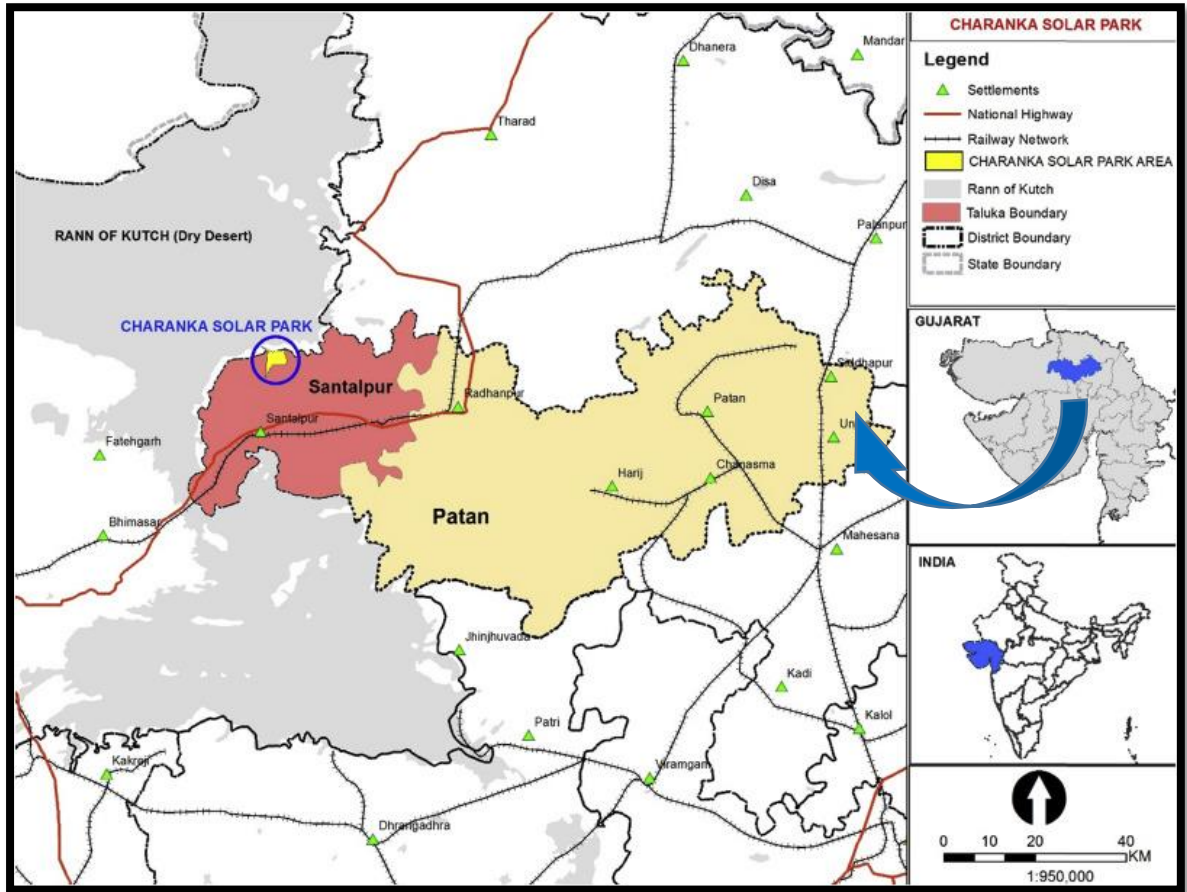
Place: \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signatory with seal)

## Appendix 17: Details of Site

### Overall Site Location:

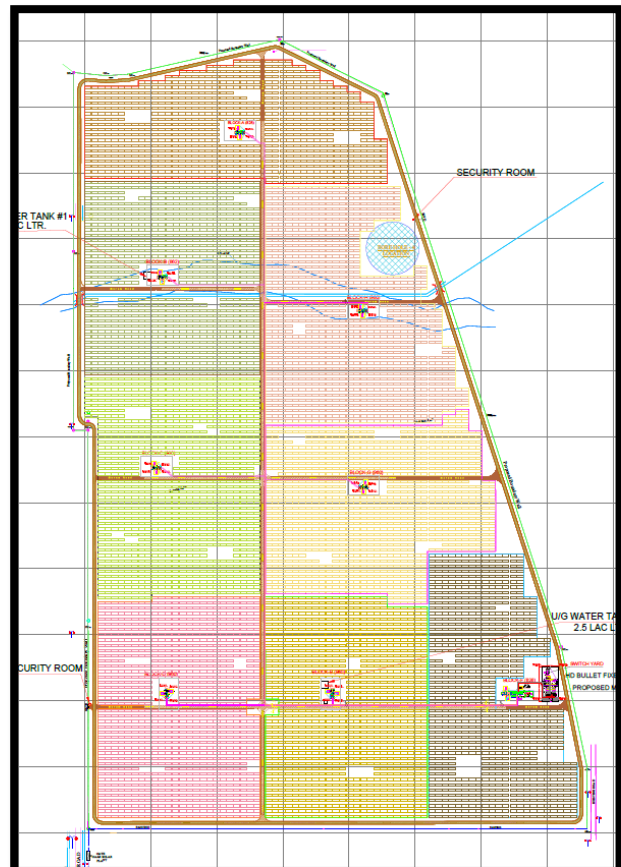
### Charanka Solar Park, Gujarat



**1. GIPCL 40 MW (AC) PLOT-1:**

Plant Capacity : 40 MW (AC) / 46.8 MW (DC)  
 Local Control Room : 8 Nos. of 05 MW (AC)  
 Inverters : 32 Nos. x 1.25 MW Hitachi Make  
 Inverter Transformers : 16 Nos. x 2.5 MVA Electrotherm Make  
 11 kV / (0.35 x 2) kV, Dy11y11, ONAN  
 Power Transformers : 2 Nos. x 22.25 MVA CG and Atlanta Make  
 66 kV / 11 kV, YNyn0, ONAN  
 Switchyard : 66 kV Switchyard

Coordinates for Plot - 01		
Sr. No	Easting	Northing
1	724983.0200	2647759.8090
2	725005.0000	2647759.8090
3	725005.0000	2647555.0000
4	725005.0000	2647355.0000
5	725005.0000	2647155.0000
6	725205.0000	2647155.0000
7	725405.0000	2647155.0000
8	725605.0000	2647155.0000
9	725760.0000	2647155.0000
10	725760.0000	2647248.6580
11	725721.3380	2647431.2490
12	725659.8150	2647621.5510
13	725598.2930	2647811.8530
14	725536.7700	2648002.1560
15	725450.4340	2648269.2130
16	725295.1680	2648351.7740
17	725065.2680	2648299.5120
18	725032.5040	2648297.2810
19	724983.0200	2648302.0930
20	724983.0200	2648159.8090
21	724983.0200	2647959.8090
22	724983.0200	2647759.8090



**2. GIPCL 40 MW (AC) PLOT-3:**

Plant Capacity : 40 MW (AC) / 46.8 MW (DC)  
 Local Control Room : 8 Nos. of 05 MW (AC)  
 Inverters : 32 Nos. x 1.25 MW Hitachi Make  
 Inverter Transformers : 16 Nos. x 2.5 MVA Electrotherm Make  
 11 kV / (0.35 x 2) kV, Dy11y11, ONAN  
 Power Transformers : 2 Nos. x 22.25 MVA CG Make  
 66 kV / 11 kV, YNyn0, ONAN  
 Switchyard : 66 kV Switchyard



Coordinates for Plot - 03		
Sr. No	Easting	Northing
1	724585.0000	2645229.9290
2	724110.0760	2645229.9290
3	724110.0760	2646626.1190
4	724585.0000	2646626.2770
5	724673.2530	2646626.2770
6	724690.3420	2646605.0000
7	724585.0000	2646605.0000
8	724585.0000	2646483.7020
9	724679.1550	2646461.6540
10	724573.6510	2646003.6580
11	724717.7660	2645677.1090
12	724717.7660	2645500.0000
13	724585.0000	2645500.0000
14	724585.0000	2645230.0000

