



SECTION I:
INSTRUCTIONS TO BIDDERS (ITB)

SELECTION OF EPC CONTRACTOR FOR SURVEY, DESIGN, ENGINEERING, SUPPLY, PROCUREMENT, INSTALLATION, ERECTION, CONSTRUCTION & COMMISSIONING OF GRID-CONNECTED 12 MW (AC) SOLAR PV POWER PLANT FOR CAPTIVE CONSUMPTION INCLUDING LAND ON LEASE FOR 27 YEARS AND COMPREHENSIVE OPERATION & MAINTENANCE FOR 10 YEARS AT ANY LOCATION IN THE STATE OF GUJARAT

TENDER DOCUMENT NO:

e-TENDER ID- 215408

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Document Checklist

Sr. No	Document	To be Submitted with Technical bid		Please mark as for submission
		To be attached Online	Hard Copy submission	Please mark as for submission
Document Checklist required for Primary Bid Evaluation				
1.	Complete sets of Bids, forwarding letter for Tender Fee, EMD list of Documents furnished etc.*	Yes	No	
2.	Copy of this Tender with sign and official seal on every page	Yes	No	
3.	Demand Draft of Tender Fees*	Yes	No	
4.	EMD*	Yes	BG	
5.	No Deviation Certificate FORM F-2	Yes	No	
6.	Bidders Certificate/Undertaking as per FORM F-7*	Yes	No	
Document Checklist required for Technical Bid Evaluation				
1.	Bidder Information Form as specified in FORM F-1	Yes	No	
2.	Checklist for Bidders as prescribed in the Bidder Qualification Criteria (BQC)	Yes	No	
3.	Format of Disclosure of PV Technology Proposed as per FORM F-7	Yes	No	
4.	Project Plan as mentioned in FORM F-8: Format for Project Execution Plan.	Yes	No	
5.	Submission of Technical Document as per FORM F-9	Yes	No	
6.	Details of qualified technical staff as per the format in FORM F-10	Yes	No	
7.	Attested copy of GST Registration Certificate of Bidder.	Yes	No	
8.	Attested copy of Provident Fund Code of Bidder.	Yes	No	
9.	Attested copy of PAN Card for Bidder.	Yes	No	
10	Certificate of Commencement of Business issued by the Registrar of Companies for Bidder.	Yes	No	
11	Power of Attorney (on a stamp paper and notarized) by the Bidder in favour of Bidder as per format prescribed in Annexure - H*	Yes	No	



Sr. No	Document	To be Submitted with Technical bid		Please mark as for submission
		To be attached Online	Hard Copy submission	Please mark as for submission
12	Valid Electrical contractor license holder	Yes	No	
13	Professional tax registration (EC/RC) certificate	Yes	No	
14	Bill of Quantities with Specifications / Make etc. as per Tender	Yes	No	
15	Addenda corrigendum(s) duly sealed/ signed (if applicable) *	Yes	No	
16	Table E-5: NEEGG FOR 12 MW (AC) Notarized Copy on 300 Rs. Stamp Paper *	Yes	No	
17	Format for Undertaking as per FORM F-6	Yes	No	

Note: -

- i) All Tender document(s)/ details should be duly sealed & signed as required.
- ii) All certificates/ financial documents should be signed by relevant authority/ authorized person/ authorized signatory.
- iii) Any condition(s) mentioned regarding any technical details or prices in any document(s)/ forwarding letter; price bid of such bidder will not be opened.
- iv) *Marked Documents/ Tender Bids Papers Must Be Submitted in Online / Hard COPY SUBMISSION AS DEMANDED IN ABOVE TABLE OR ELSE THE PRICE BID OF SUCH BIDDER WILL NOT BE OPENED.

1. SALIENT FEATURES OF TENDER DOCUMENT

M/s Gujarat Gas Ltd. (hereafter referred to as OWNER/BUYER), a GSPC Group Company, invites competitive sealed BIDs from eligible and competent CONTRACTOR(s)/SELLER(s) (hereafter referred to as BIDDER/Bidder) in response to this ITT as per the details below.

Tender reference number	Open eTender # 215408
Tender description	Selection of EPC Contractor For Survey, Design, Engineering, Supply, Procurement, Installation, Erection, Construction & Commissioning of Grid-Connected 12 MW (AC) Solar PV Power Plant for Captive Consumption Including Land on Lease For 27 Years and Comprehensive Operation & Maintenance For 10 Years at any Location in The State of Gujarat
Earnest Money Deposit (EMD) - Refer Clause No. 11 of ITB	As mentioned on the e-Tendering Portal
TENDER Fees - Refer Clause No. 12 of ITB	As mentioned on the e-Tendering Portal
Pre-bid Meeting – Refer Clause No. 7 of ITB	As mentioned on the e-Tendering Portal
Last date of BID submission (submission deadline for both physical and online bid)	As mentioned on the e-Tendering Portal
Validity of BID – Refer Clause No. 13 of ITB	As mentioned on the e-Tendering Portal
<i>BID to be addressed to</i>	<p><u>Primary, Technical as well as Commercial Bid Submission must be ONLINE only through nProcure portal.</u></p> <p><u>Original hard copy is required ONLY for Primary Bid in case EMD is submitted in the form of Bank Guarantee and which is required to be submitted at below address:</u></p> <p>Asst. Vice President- Materials (C/o Nisha Udayarajan/ Foram Joseph) Gujarat Gas Limited, Office No. 4 & 5, Ground Floor, IT Tower -2, Infocity Gandhinagar – 382009; Gujarat</p>
<i>Contact person for techno-commercial matters</i>	<p><u>Mr. Pragnesh Mistry</u> <u>Phone: 079-26737-563</u> <u>Email: Pragnesh.Mistry@GUJARATGAS.com</u></p> <p><u>Or</u> <u>Ms. Nisha Udayarajan</u> <u>Phone: 079-26737-536</u> <u>Email: nisha.udayarajan@gujaratgas.com</u></p>

2. GENERAL

- 2.1. TENDER DOCUMENT or ITT shall mean and include these Instructions to BIDDERS (ITB), Scope of Work and Technical Specifications, Special Terms of CONTRACT (STC), General Terms of CONTRACT (GTC), including all Annexures and Exhibits, Appendices, attachments etc.
- 2.2. BID shall mean offer submitted by BIDDER in line with requirements and terms & conditions of TENDER DOCUMENT for acceptance of OWNER.
- 2.3. TENDER BULLETIN shall mean any amendments, addenda, corrigendum etc. issued by the OWNER with respect to the TENDER DOCUMENT.
- 2.4. Throughout TENDER DOCUMENT, the term BID and TENDER and their derivatives (BIDDER/TENDERER, BID/TENDERED, BIDDING/TENDERING, etc.) are synonymous, and day means calendar day. Singular also means plural.
- 2.5. Failure to furnish all information required by the TENDER DOCUMENT or submission of BID not substantially responsive to the requirements of TENDER DOCUMENT in every respect shall be at BIDDER'S risk and may result in the rejection of the BID.
- 2.6. This ITT does not in any manner impose any legal obligations on OWNER or confer any rights on any other party in respect of the contents herein. Any contractual obligations or rights shall always be subject to a final and binding written CONTRACT executed between OWNER and the party claiming such contractual obligations or rights.

3. ONE BID PER BIDDER

- 3.1. A BIDDER shall submit only one bid in the same bidding process. A BIDDER who submits or participates in more than one bid, directly or indirectly, will result in disqualification of all the proposals, in which the BIDDER has participated. Alternative bids are not acceptable. By way of abundant caution, it is clarified that bids submitted by the partnership firm/proprietary firm having one or more common partner/same proprietor would be treated as submission of multiple bids by the same bidder resulting in disqualification of all such bids.

4. COST OF BIDDING

- 4.1. The BIDDER shall bear all costs associated with the preparation and submission of the BID and OWNER shall in no case be responsible or liable for this cost, regardless of the conduct or outcome of the BIDDING process.

5. SITE VISIT, IF APPLICABLE

- 5.1. The BIDDER is advised to visit and examine the sites of work and its surroundings and obtain for itself at his own responsibility all information that may be necessary for preparation of the bid and entering into contract. The cost of visiting the site shall be at BIDDER's own expenses.
- 5.2. The BIDDER or any of its personnel or agents will be granted permission by the OWNER to enter upon its premises and land for examination, however it is subject to the express condition that the BIDDER, its personnel and agents, will release and indemnify the OWNER and its personnel and agents from and against any liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such examination.



- 5.3. Non familiarity with the site condition & related work shall not be considered a reason either for withdrawal of BID after submission date or for extra claims. The cost of visiting the SITE shall be at the BIDDER'S own expense.

6. CONTENTS OF BID DOCUMENTS

- 6.1. The Bid Documents are those stated below - as applicable and should be read in conjunction with any corrigendum issued in accordance with clause 9 of Instructions to BIDDERS (ITB):
- a) Section - I: Instructions to BIDDERS (ITB)
 - b) Section - II: Technical Scope of Work and/or Specifications
 - c) Section - III: General Terms of CONTRACT (GTC)
 - d) Section - IV: Special Terms of CONTRACT (STC)
 - e) Section - V: Forms and Formats
- 6.2. The BIDDER is expected to examine all instructions, forms, terms, specifications and drawings in the bid documents.
- 6.3. The Bidding Documents together with all its attachment thereto, shall be considered to be read understood and accepted by the BIDDER. Failure to furnish all information required by the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at BIDDER's risk and may result in the rejection of the Bid.

7. PRE-BID MEETING

- 7.1. Pre-bid Meeting shall be held as per details mentioned in this ITB to address the queries, if any, related to the TENDER DOCUMENT and Scope of Supply / Work.
- 7.2. A prospective BIDDER requiring any information or clarification of the TENDER DOCUMENT should notify the OWNER in writing by e-mail / post / courier as mentioned in the TENDER DOCUMENT. All questions / queries should be received by OWNER at least 2 (two) working days before scheduled date of pre-bid meeting.
- 7.3. Though non-attendance of the pre-bid meeting shall not be a cause of disqualification of the BIDDER, the BIDDER should endeavor to attend the same.
- 7.4. Any BIDDER, whether or not attending the Pre-bid meeting, shall have no right whatsoever to raise any queries or concerns regarding any part of the TENDER DOCUMENT, post completion of 1st day from the pre-bid meeting date. The OWNER shall not be liable to respond to any such communication received from any BIDDER, subsequent to such defined time period.

8. AMENDMENT TO BIDDING DOCUMENTS

- 8.1. At any time prior to the deadline for submission of BID, the OWNER may, for any reason, modify the TENDER DOCUMENT by issuing corrigendum (tender bulletin), to clarify requirements, provide additional information, extend bid submission deadline or notify changes to the TENDER DOCUMENT issued earlier.
- 8.2. Any such revisions, corrigendum/addendums, if any, to the tender, will be hosted on e-Tendering portal only.
- 8.3. Corrigendum shall become part of the TENDER DOCUMENT. Specified content mentioned in the Corrigendum(s) shall override such respective contents of TENDER DOCUMENT. BIDDER(s) shall take into consideration of all the Corrigendum(s) before submitting the BID.



- 8.4. The OWNER may, at its discretion, extend the date of submission of BID in order to allow the BIDDER(s) a reasonable time to furnish their most competitive BID taking into account the Corrigendum(s) issued.

9. LANGUAGE OF BID

- 9.1. The BID prepared by the BIDDER and all correspondence and documents relating to the BID exchanged by the BIDDER and OWNER shall be in English language.
- 9.2. If any printed literature furnished by the BIDDER is in another language, it should be accompanied by an English translation of its pertinent pages. In such cases, for purposes of the interpretation of the BID, the English translation shall prevail. If such English translation is not available, the submitted document in other language will be deemed null and void for the bid submitted.

10. ZERO DEVIATION ACCEPTANCE

- 10.1. This is a Zero Deviation Bidding process. BIDDER shall ensure compliance of all provisions of the TENDER DOCUMENT and submit their BID accordingly. BID with any deviation to the TENDER DOCUMENT conditions shall be liable for rejection.
- 10.2. BIDDER shall furnish a declaration for Zero Deviation Acceptance as per the format given on the eTendering portal under Primary Stage.
- 10.3. Conditional BID shall not be acceptable.

11. EARNEST MONEY DEPOSIT (EMD)

- 11.1. BIDDER shall submit Earnest Money Deposit (EMD) along with the BID, as Bid security for amount specified on the e-Tendering Portal and/or narrated in this clause, failing which the BID shall be rejected. Earnest Money Deposit (EMD) can be paid in the form of Bank Guarantee as per format given in Tender (Ref. Annexure - A) or through RTGS/ NEFT to following GGL bank account. The UTR no. for the paid Earnest Money Deposit to be mentioned on (N) procure portal. *The Unique Transactions Reference* (UTR) number for the paid Earnest Money Deposit to be mentioned on (N) procure portal. OWNER will not be held responsible for any error while making online payment.

COMPANY NAME	GUJARAT GAS LIMITED
BANK NAME	KOTAK MAHINDRA BANK LTD.
CURRENT A/C NO.	08792560000040
IFSC CODE	KKBK0000879

- 11.2. OWNER shall not be liable to pay any bank charges, commission or interest on the amount of Earnest Money Deposit (EMD).
- 11.3. The Earnest Money Deposit (EMD) of the all unsuccessful BIDDER (s) shall be returned by OWNER, without any interest whatsoever, directly to the BIDDER (s) after conclusion of Bidding Process.
- 11.4. Bid security submitted in the form of Bank Guarantee shall be obtained by the BIDDER from reputed Indian Nationalized / Scheduled bank, shall only be acceptable as directed by the latest applicable GR from Government of Gujarat. The Bank Guarantee shall be valid for 3 months beyond the Bid Validity Period reckoned from the bid due date.
- 11.5. The Earnest Money Deposit (EMD) of the successful BIDDER shall be returned, without any interest whatsoever, only after receipt of Contract/Performance Bank Guarantee after CONTRACT award, as stipulated in CONTRACT terms.

11.6. The Earnest Money Deposit (EMD) amount may be forfeited:

- 11.6.1. If any deviation from TENDER is sought by BIDDER with the submitted BID; or if BID is revoked, withdrawn or canceled by a BIDDER; or any term in the submitted BID is sought to be varied by a BIDDER, without the consent of OWNER in writing, during the Bid validity period.
 - 11.6.2. If the BIDDER fails to accept correction of errors pursuant to ITB Clause No. 18.
 - 11.6.3. In case the BIDDER fails or declines to accept the CONTRACT or PURCHASE ORDER, awarded by OWNER in line with rates, terms & conditions mutually agreed in writing, including but not limited to withdrawing acceptance of the L1 rates, terms & conditions offered by the OWNER.
 - 11.6.4. In case of successful BIDDER, if the BIDDER fails to submit required performance security/Bank Guarantee in accordance with the provisions of the CONTRACT.
- 11.7. In case of occurrence of any of the circumstances listed under ITB Clause No. 11.6 above, OWNER reserves the right to take punitive actions, including, but not limited to, termination of any on-going contract(s) with OWNER and debarment/blacklisting of the BIDDER from future tendering/contract award.
- 11.8. BIDDER(s) eligible for exemption from payment of Earnest Money Deposit (EMD), as per Government rules, shall submit any of the below-mentioned certificate/ proof/ document, valid as on the last date of bid submission, to substantiate the eligibility for exemption along with their bid within the bid submission deadline:

- **Micro, Cottage and Small Enterprise having a registration number under -**
 - Central Store Purchase Organization (CSPO) or
 - National Small Industries Corporation (NSIC)
 - Udyam Registration
 - Director General of Supply and Disposal
- **Any other specific type of firms exempted as per the Procurement Policy of Government of Gujarat.**

Exemption cannot be availed by:

- Firms registered as 'Medium' Enterprise under the Ministry of MSME (as per Udyam registration)
- Traders/ distributors/ sole agent.

12. TENDER FEES

- 12.1. Tender fees (non-refundable) shall be charged from each interested BIDDER who submits their BID equal to amount mentioned on the e-Tendering Portal.
- 12.2. Tender fee can be paid through RTGS/ NEFT to following GGL bank account. The UTR no. for the paid tender fee to be mentioned on (N) procure portal. *The Unique Transactions Reference* (UTR) number for the paid tender fee to be mentioned on (N) procure portal. OWNER will not be held responsible for any error while making online payment.

COMPANY NAME	GUJARAT GAS LIMITED
BANK NAME	KOTAK MAHINDRA BANK LTD.
CURRENT A/C NO.	08792560000040
IFSC CODE	KKBK0000879

- 12.3. OWNER shall not be liable to pay any bank charges, commission or interest on the amount of tender fees.



12.4. BIDDER(s) eligible for exemption from payment of Tender Fees, as per Government rules, shall submit any of the below mentioned certificate/ proof/ document, valid as on the last date of bid submission, to substantiate the eligibility for exemption along with their bid within the bid submission deadline:

- **Micro, Cottage and Small Enterprise having a registration number under -**
 - Central Store Purchase Organization (CSPO) or
 - National Small Industries Corporation (NSIC)
 - Udyam Registration
 - Director General of Supply and Disposal
- **Any other specific type of firms exempted as per the Procurement Policy of Government of Gujarat.**

Exemption cannot be availed by:

- Firms registered as 'Medium' Enterprise under the Ministry of MSME (as per Udyam registration)
- Traders/ distributors/ sole agent.

13. BID VALIDITY PERIOD

- 13.1. The BID shall remain valid for period as specified on the eTendering portal reckoned from the last date of BID submission. A BID valid for a shorter period shall be rejected by OWNER as non-responsive.
- 13.2. The OWNER may, at its discretion, extend the bid due date in order to allow prospective BIDDERS, a reasonable time to furnish their most competitive bid considering the amendments issued.
- 13.3. A BIDDER agreeing to the request shall not be required or permitted to modify his BID, but shall be required to formally extend the validity of its Earnest Money Deposit (EMD) for the period of the extension.
- 13.4. In case a BID is revoked, withdrawn or canceled by a BIDDER; or any term in the submitted BID is sought to be varied by a BIDDER, without the consent of OWNER in writing, during the Bid Validity Period, the OWNER shall forfeit Earnest Money Deposit (EMD) paid by the BIDDER along with BID. The OWNER also reserves the right to temporarily or permanently blacklist the BIDDER in such cases.

14. BID PREPARATION

- 14.1. The detailed requirements, specifications and scope for items/ services required are prescribed in the TENDER DOCUMENT. The BIDDER is expected to examine all instructions, forms, terms and specifications mentioned in the TENDER DOCUMENT.
- 14.2. The BIDDER is expected to thoroughly examine and understand TENDER DOCUMENT including all exhibits, annexures, Forms, Formats, drawings etc., enclosed in the TENDER DOCUMENT, before submitting the BID.
- 14.3. The successful BIDDER shall be expected to complete the Scope of TENDER DOCUMENT within the period stated in the TENDER DOCUMENT.
- 14.4. Failure to furnish all information required by the TENDER DOCUMENT or submission of a BID not substantially responsive to the TENDER DOCUMENT in every respect shall be at the BIDDER'S risk and responsibility and may result in rejection of its BID.
- 14.5. The BIDDER shall quote non-zero prices and/or within the permissible limits for all the line items strictly unless the same is allowed elsewhere in the TENDER DOCUMENT.
- 14.6. BIDDER shall quote for all the items in Annexure E after careful analysis of cost involved for the performance of the completed item considering all provisions and terms & conditions of the tender.



In case of any activity, though specifically not covered in description of item under Annexure E, required to complete the works as per Scope of Work, Scope of supply, Specifications, Standards, Drawings, or any other part of TENDER DOCUMENT, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.

- 14.7. BIDDER or any of its personnel or agents shall be granted permission by the OWNER to enter its premises and land for the purpose of such visits, but only upon the express condition that the BIDDER, its personnel, and agents shall indemnify the OWNER and its personnel and agents from and against all liabilities in respect thereof, and shall be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

15. SUBMISSION OF BIDS

- 15.1. BIDDER shall submit the entire BID including Primary Bid, Technical Bid including supporting documents of BIDDER Qualification Criteria (BQC) and Price Bid electronically on portal of n-procure (<https://tender.nprocure.com>) as detailed in the subsequent clause(s) below.
- 15.2. BID submitted by the BIDDER electronically on portal of n-procure shall be final and binding to the BIDDER in all respect. It is noted and understood that the owner of the Digital Signature which is used for the BID submission electronically is having all the power and authorities, as required; on behalf of the BIDDER.
- 15.3. PRIMARY BID: Primary bid shall contain the following (formats as per either the eTendering portal or refer FORMS and FORMATS):

- a) BIDDER Information Form with all supporting documents – ***Form to be filled up online provided on the eTendering portal***
- b) Undertaking for unconditional acceptance of entire set of Tender Documents and Zero Deviation declaration – ***Form to be filled up online provided on the eTendering portal***
- c) Earnest Money Deposit (EMD) for the amount & in the manner specified in Clause No. 11 of ITB (Ref. Format - B in case of Bank Guarantee submitted as EMD – BIDDER shall submit hard copy of original Bank Guarantee) with related document for exemption or RTGS/ NEFT/ details.
- d) Tender fees for the amount and in the manner specified in Clause No. 12 of ITB with related document for exemption or RTGS/ NEFT details.
- e) Declaration on 'Other Criteria'- ***Form to be filled up online provided on the eTendering portal***

In case there is/are any on-going and/or Past Litigation/Arbitration process of BIDDER with, either Gujarat Gas Limited, or any of the GSPC Group Companies, BIDDER shall *attach/upload details /list of such Past as well as on-going Litigation/Arbitration Proceedings, which shall include the case no., date & year of filing litigation, the litigating parties, the subject matter of litigation, order(s) passed in litigation, present status of litigation, and the value of claim, if any.*

GGL may evaluate the details of such litigation / arbitration proceedings and may at its sole discretions disqualify such bidder who is indulging in frivolous litigation/arbitration OR having history of initiating litigations/arbitrations, against GGL or GSPC Group Companies; and proceed with the bidding process. Further, the bidder shall provide any additional details/clarifications as may be require by GGL in this regard in time bound manner.

- f) Declaration of Relationship with GGL Employees – ***Form to be filled up online provided on the eTendering portal***

In case any Partner/Director/Proprietor of BIDDER Firm is/are Relative(s) of or have any financial or business transactions with any Employee(s) of Gujarat Gas Limited, the same shall be



notified/declared by the BIDDER. Further, in case such a conflict of interest arises post completion of tendering process or during the tenure of the Contract, the same shall be intimated to OWNER.

15.4. **TECHNICAL BID:** Technical bid shall contain following:

- a) Supporting documents required for BID evaluation as per BQC mentioned in Clause No. 19 of this document.
- b) All other details, data sheets & documents required to be submitted by the BIDDER as stipulated in the Technical Scope/Specifications.

15.5. **COMMERCIAL BID:** Unit Rates shall be strictly quoted /entered on the e-tendering portal as per the Annexure E of section V (Forms and format). No hard copy submission will be accepted for commercial offer.

BID submitted/sent by e-mail, CD, DVD Pen Drive, facsimile etc. and/or to address other than one specifically stipulated in the TENDER DOCUMENT shall not be considered for opening/evaluation/award and shall be rejected.

15.6. BIDDERS are advised and encouraged to submit their BID on the eTendering portal well in time without waiting until the closure of the Bid Submission Date/Time. The onus for submission of BID within the stipulated Bid Submission Closing Date & time lies entirely with the BIDDER. OWNER shall not be responsible for any issues related to non-submission of BID by the BIDDER on the eTendering portal for any reasons.

16. MODIFICATION OR WITHDRAWAL OF BIDS

- 16.1. The BIDDER may modify, re-submit or withdraw its BID after the BID submission, provided that written notice for modification/withdrawal is submitted to designated OWNER'S representative, before the due date of submission of BID.
- 16.2. Modification shall be prepared, sealed and clearly marked by "Modification" / "Clarification" on the envelope.
- 16.3. No BID shall be modified after the deadline for submission of BID. No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the BIDDER on the bid form. Withdrawal of a bid during this interval shall result in the BIDDER's forfeiture of its bid security, pursuant to clause No. 11 of ITB, and appropriate action as per the OWNER's prevailing Policy for ACTIONS TO BE TAKEN AGAINST VENDORS/ CONTRACTORS FOR DEFAULTS IN TENDER/CONTRACT TERMS, DISCHARGE OF CONTRACTUAL OBLIGATIONS, CORRUPT/FRAUDULENT / COLLUSIVE /COERCIVE PRACTICES available on GGL Website.
- 16.4. In case offered L1 rates acceptance is subsequently revoked, withdrawn or cancelled by a BIDDER OR in case such BIDDER declines to accept the awarded CONTRACT/PURCHASE ORDER, for any reasons whatsoever, the same will be construed as "Bid withdrawal". Such withdrawal at any stage within BID/Rate Acceptance validity shall result in forfeiture of BIDDER's bid security, pursuant to Clause 11.6 OWNER's prevailing Policy for ACTIONS TO BE TAKEN AGAINST VENDORS/ CONTRACTORS FOR DEFAULTS IN TENDER/CONTRACT TERMS, DISCHARGE OF CONTRACTUAL OBLIGATIONS, CORRUPT/FRAUDULENT / COLLUSIVE /COERCIVE PRACTICES available on GGL Website.

17. EXAMINATION OF BIDS

- 17.1. The OWNER shall examine the BID(s) to determine whether they are complete and responsive, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed and sealed, and whether the BID are generally in order.



- 17.2. BIDDER is required to furnish the complete and correct information / documents required for evaluation, as specified in TENDER. If the information / documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of the BID and/or forfeiture of Earnest Money Deposit (EMD) and/or temporary or permanent debarment /blacklisting of BIDDER by OWNER for future business and/or appropriate action as per the OWNER's prevailing Policy for ACTIONS TO BE TAKEN AGAINST VENDORS/ CONTRACTORS FOR DEFAULTS IN TENDER/CONTRACT TERMS, DISCHARGE OF CONTRACTUAL OBLIGATIONS, CORRUPT/FRAUDULENT / COLLUSIVE /COERCIVE PRACTICES available on GGL Website.
- 17.3. In case, the information / document furnished by the BIDDER forming basis of evaluation of his BID is found to be false / forged after the award of the CONTRACT, the OWNER shall have full right to terminate the CONTRACT and get the remaining job executed at the risk & cost of such BIDDER without any prejudice to the other rights available to OWNER under the CONTRACT such as withholding / forfeiture of Performance Bank Guarantee/ Security Deposit, any other payment etc. and/or appropriate action as per the OWNER's prevailing Policy for ACTIONS TO BE TAKEN AGAINST VENDORS/ CONTRACTORS FOR DEFAULTS IN TENDER/CONTRACT TERMS, DISCHARGE OF CONTRACTUAL OBLIGATIONS, CORRUPT/FRAUDULENT / COLLUSIVE /COERCIVE PRACTICES available on GGL Website.
- 17.4. In case this issue of submission of false document comes to the notice after execution of work, the OWNER shall have full right to withhold / forfeit any amount due to the BIDDER along with withholding/ forfeiture of Bank Guarantee/ Security Deposit furnished by the BIDDER, along with temporary or permanent blacklisting of BIDDER for future business with OWNER and/or appropriate action as per the OWNER's prevailing Policy for ACTIONS TO BE TAKEN AGAINST VENDORS/ CONTRACTORS FOR DEFAULTS IN TENDER/CONTRACT TERMS, DISCHARGE OF CONTRACTUAL OBLIGATIONS, CORRUPT/FRAUDULENT / COLLUSIVE /COERCIVE PRACTICES available on GGL Website.
- 17.5. No deviation, whatsoever, is permitted in the Bidding Documents and the price bids of those BIDDERS, whose Techno-commercial / Un Priced bid contain any exception to the conditions and stipulations of the Bidding Documents shall not be opened. Conditional bids will not be accepted.
- 17.6. The OWNER's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is non-responsive, it will be rejected by the OWNER and may not subsequently be made responsive by the BIDDER by correction of the non-conformity.
- 17.7. The OWNER will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects and qualification criteria are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the OWNER will examine and compare the technical aspects of the bids on the basis of the information supplied by the BIDDERS.
- 17.8. Overall completeness and compliance with the Technical Specifications, quality functions and operations of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness, consistency and detail will be rejected as non-responsive.
- 17.9. In case BIDDER is blacklisted or put on holiday or debarred by OWNER or any of the GSPC Group Companies, during BID evaluation / empanelment period/award period, shall make the BIDDER liable for disqualification for tender/contract award, at the sole discretion of GGL.
- 17.10. Vendor indulging in frivolous litigation/arbitration OR having history of initiating litigations/arbitrations, against GGL or GSPC Group Companies, will not be considered as eligible for bidding process.
- 17.11. BID submitted by the BIDDER electronically on portal of n-procure shall be final and binding to the BIDDER in all respect. The bid submitted online using digital signature of BIDDER Firm validly registered with the eTendering portal and shall be deemed to have all the required authorities and bid submitted shall be binding to the Firm.

18. CLARIFICATIONS / SHORTFALL DOCUMENTS SUBMISSION

- 18.1. BIDDERS are advised and encouraged to ensure submission of complete & comprehensive information/documentation in the first instance itself with all necessary documents as listed in Clause No. 15 above.
- 18.2. After submission of bid, during Primary/Technical Bid Evaluation, OWNER may, at its discretion, seek clarifications/submission of shortfall documents from BIDDER. However, there is no obligation on part of OWNER to seek any additional/missing details not submitted in the first instance.
- 18.3. The request for clarifications/submission of shortfall documents shall be issued via eTendering Portal & BIDDER need to respond within the date and time as specified on the eTendering Portal. If the BIDDER does not comply or respond by the stipulated timeline, the bid will be liable for rejection / disqualification.
- 18.4. Only related shortfall documents as required by the Bidder Qualification Criteria (BQC) / BQC Checklist may be sought during Primary and/or Technical Evaluation (as applicable considering eTendering portal provision) to address any missing or incomplete information in the original bid submission by the BIDDER. Such documents are typically historical documents that were required at the time of bid submission.
- 18.5. For cases wherein, the required documents are submitted by BIDDER as per the BQC / BQC Checklist, however; the same does not meet the qualification criteria as specified in the Tender, shortfall documents will not be sought from BIDDER for the same.
- 18.6. The shortfall information/ documents submitted by the BIDDER in response to Clarification Request / Query raised by OWNER shall be historical data and/or documents based on the historical data which pre-existed at the time of the final bid submission date and which have not undergone change since then.
- 18.7. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification raised by the BIDDER shall be responded.
- 18.8. Only single opportunity will be given to BIDDERS each during Primary bid evaluation and Technical Bid Evaluation process for submission of Clarifications/shortfall documents on e-tendering portal against the Query raised by GGL.
- 18.9. In all cases, once the Bid Evaluation is concluded, no shortfall documents of whatsoever nature will be sought OR accepted.
- 18.10. As per Clause No. 10, in case BIDDER submits BID with any deviation to the TENDER DOCUMENT conditions, the BID shall be liable for rejection & no shortfall documents or clarification will be sought from such BIDDER.
- 18.11. Pursuant to Clause No. 17.2, if the information / documents forming basis of evaluation is found to be false / forged, OWNER shall neither seek nor allow any additional/alternate document submission against the false / forged document & appropriate action will be initiated as per GGL prevailing Policy.
- 18.12. GGL reserves the right for acceptance or rejection of any/all documents received during Evaluation.

19. ARITHMETIC CORRECTIONS

- 19.1. In case of any discrepancy between prices in figures and prices in words, the prices in words shall be valid and binding. In case of any error in total indicated by the BIDDER, the unit price alone shall be considered valid and binding on the BIDDER. If there is a discrepancy between the total amount and the sum of total prices, the sum of the total prices shall prevail and the total bid amount will be corrected.

If the BIDDER does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited.

20. BIDDER EVALUATION/QUALIFICATION CRITERIA (BEC/BQC):

- 20.1. The BIDDER who intends to participate shall submit all the necessary supporting documentary evidence mentioned below for qualification & to establish the BIDDER'S claim of meeting BEC/BQC. Bid Qualification Criteria (BQC) attached for your reference.
- 20.2. The job executed by a BIDDER for its own concern cannot be considered as experience for Bid evaluation.

NOTE: The validity of qualification under the above tenders will be 1 year from the date of commercial bid opening. Qualified bidders may be considered as empanelled bidders for any subsequent new requirements for the above tendered categories during this period, at the sole discretion of GGL.

- 20.3. GGL 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.
- 20.4. GGL reserves the right to get the generation calculation verified through GGLs Consultant and the generation so calculated will be considered for price evaluation.
- 20.5. Prior to the detailed evaluation, GGL 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, tender fee, Applicable Law and Taxes and Duties will be deemed to be a material deviation. GGL's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 20.6. If the Bid is not substantially responsive, it will be rejected by GGL and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 20.7. GGL will evaluate and compare Bids which have been determined to be substantially responsive.
- 20.8. A Bidder shall have to quote for entire 12 MW (AC) Solar PV power project. (Bidder shall conduct PG test for 12 MW (AC) Solar PV Power Project. Bidder shall Agree and confirm minimum NEEGG for 12 MW Solar Project as per Annexure E, Table E-5.
- 20.9. In no case, a Bidder shall have the right to claim to be the Successful Bidder for its Bid.
- 20.10. Evaluation of both Techno-Commercial (un-priced) bids and priced bids shall be done separately.
- 20.11. Price Bids of only techno-commercial acceptable bids shall be considered for further evaluation.
- 20.12. Bid Evaluation shall be done as per the details given in Annexure -F.
- 20.13. For Bid Evaluation purpose, O&M period will be considered as 10 years. The O&M rates quoted by the bidders for 10 years shall be considered. If both parties agree for the further extension of O&M contract, then for calculation of O&M cost for the period from 11th to 20th years the escalation of 5 % per annum should be considered on 10th year cost and it will be finalized based on agreed mutual consent of both parties.
- 20.14. Only Qualified (Technically and Financially) eligible Bidders shall be invited for participation in e-Reverse Auction.
- 20.15. 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.



- 20.16. The reduction offered by the Bidder during e-Reverse Auction Process on the EBV shall be considered for as an equivalent reduction in Total EPC Contract Price only, based on formula of EBV indicated in Annexure - F. Accordingly, final EPC Contract Price will be arrived for all contractual purposes based Quoted O&M cost for 10 years and land lease price for 27 years shall remain fixed and no change will be allowed in these parameters during e-Reverse Auction.
- 20.17. After e-Reverse Auction process, L1 bidder for the entire 12 MW (AC) project shall be decided on lowest EBV.
- 20.18. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between sub totals and the total price, (even in case of carry forward of prices) the unit or subtotal price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept such correction of errors, its bid will be rejected and the bid security will be forfeited.

21. NON-TRANSFERABILITY OF THE TENDER DOCUMENTS

- 21.1. Tender Documents are non-transferable. The BIDDER to whom the tender documents are issued may only furnish the bid in case of limited tender and the bid received from any party, other than to whom the tender documents are issued, shall be rejected, immaterial of fact of any relationship between the party to whom tender documents are issued and the party, who furnished the bid.

22. EVALUATION AND COMPARISON OF BIDS

- 22.1. The OWNER will evaluate and compare bids previously determined to be substantially responsive pursuant to requirements stated in the ITB.
- 22.2. The evaluated price of bidders shall include the following or as asked for in the Annexure E:
- a) Total Price shall be inclusive of packing, forwarding, transportation and any other costs incidental for delivery of goods to the designated site, installation, testing, pre-commissioning, commissioning including transit insurance and all insurance required till commissioning, as applicable.
 - b) The Price evaluation will be carried out by OWNER on entire Tender Basis. However, OWNER reserves the right to award CONTRACT considering lowest evaluated bid or rates based on the least cost to the OWNER at its sole discretion.

In case of applicability of Reverse Auction -

- c) OWNER may, at its discretion, conduct Reverse Auction with the number of required techno-commercially qualified bidders selected in order of their commercial ranking. Kindly refer clause no 29 of this section (ITB) for detailed terms & conditions of Reverse Auction.
- 22.3. The OWNER may, at its discretion, reserves the right to open the commercial bids of technically qualified bidders at any time, post completion of evaluation of technical stage on n-procure. The OWNER shall not be liable to respond to any such communication from any BIDDER, subsequent to the opening of technical stage and/or commercial stage, without incurring any liability to the affected BIDDER or BIDDERS or any obligations to the affected BIDDER or BIDDERS, the reason for the OWNER's action.
- 22.4. In all cases, the OWNER will accept only single L1 bid. In case more than one L1 bid is received, OWNER may at its sole discretion conduct eReverse Auction and/or Commercial negotiations with all the L1 bidders to derive the single L1 bid. If more than one L1 bids are received again after the eReverse Auction and/or Commercial negotiations, the single L1 BIDDER will be decided through manual draw system to be conducted in presence of all the L1 BIDDERS.



- 22.5. In cases where more than one identical non-L1 Bids are received, OWNER may at its sole discretion may select required number of Contractors through manual draw system to be conducted in presence of all such non-L1 BIDDERS.

23. AWARD CRITERIA

- 23.1. OWNER will award the CONTRACT to the BIDDER qualified as per criteria mentioned in ITB Clause No. 20 and whose bid has been determined to be the lowest evaluated bid pursuant to ITB Clause No. 22. The CONTRACT will not be awarded to any other party proposed by the BIDDER, irrespective of the nature of relationship of BIDDER with any other party.

24. OWNER'S RIGHT TO VARY QUANTITIES

- 24.1. OWNER reserves the right to increase or decrease the quantities specified in the tender during the CONTRACT period, without any change in unit price or other terms and conditions.
- 24.2. The unit rates quoted by the BIDDERS shall remain fixed and firm throughout the contract period i.e. no price adjustment shall be allowed after bid submission except as specified in the Tender Documents.

25. OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 25.1. 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 contract, without thereby incurring any liability to the affected BIDDER or BIDDERS or any obligations to inform the affected BIDDER or BIDDERS the reason for the OWNER's action.

26. NOTIFICATION OF AWARD

- 26.1. Prior to the expiration of period of bid validity in accordance with ITB Clause No. 13, the OWNER will notify regarding the award of CONTRACT to the successful BIDDER(s) by e-mail/letter. The notification of award will constitute the formation of the CONTRACT.

27. PROJECT MANAGEMENT CONSULTANT AND THIRD-PARTY INSPECTION AGENCY

- 27.1. A Project Management Consultancy (PMC) or Third-Party Inspection agency (TPI) may be appointed by OWNER, at its sole discretion, to conduct any kind of inspection regarding procurement, fabrication, installation, hook-up, quality, execution, commissioning, operation and maintenance during the span of the Project. 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. The Contractor shall also facilitate to the staff of OWNER / OWNERs Consultant during execution phase. The EPC CONTRACTOR shall provide temporary site office to the OWNER's site engineer/Consultant during the execution phase.
- 27.2. CONTRACTOR shall provide the facility of travelling, lodging, boarding etc. for each Material inspection/PRM Meetings to OWNER/OWNER's Consultant/Inspection agency.

28. NET ELECTRICAL ENERGY GENERATION GUARANTEE (NEEGG)

- 28.1. The Bidder shall confirm to achieve the minimum Net Electrical Energy Generation Guarantee (NEEGG) for Ten (10) year's period at the metering point as per Annexure E, Table E-5 (Notarized). The Bidder shall confirm NEEGG per annum after considering proposed configuration and No change in data supplied by the bidder at the time of submission of the bid related to estimation of the generation like Module type, module size, Location of site, climate conditions etc. shall be permitted.



- 28.2. It would be the responsibility of the contractor to maintain the SPV-based power plant and it's all the equipment's in perfect condition at his own cost for the entire period of 10 years for which GGL shall pay the agreed O&M charges only. The replacement/ repair/ modification of any/ all equipment's has to be carried out by the contractor at his own cost for the entire period of contract, so as to give the net energy generation (NEEGG) as per contract/tender. GGL shall not be responsible for any break down/ failure of any equipment to any reason thereof and that the contractor shall maintain requisite stock of spares of various equipment's. The bidder may take a suitable type of insurance to meet out the above purpose.
- 28.3. Bidders are expected to undertake their own study of solar profile and other related parameters of the area and make sound commercial judgment about power output i.e., Net Electrical Energy Guaranteed Generation. The Site information and solar data provided in this Tender except the reference radiation for the twelve months is only for preliminary information purpose. No claim or compensation shall be entertained on account of this information. It shall be the responsibility of the Bidder to access the corresponding solar insolation values and related factors of solar plant along with expected grid availability. The Bidder should access all related factors about the selected Site for the Project to confirm the NEEGG for the proposed Project.
- 28.4. The Contractor shall be responsible for achieving NEEGG. NEEGG shall be measured at metering point i.e. 66 kV plant end substation.
- 28.5. The Bids without Notarized confirmation on 300 Rs. Stamp paper on NEEGG as per Annexure E, Table E-5 shall be summarily rejected. The Bidder shall submit PVsyst report along with NEEGG confirmation.
- 28.6. If the Bidder anticipates any degradation of the modules during the first year, it shall be taken care of to provide additional capacity of solar PV modules to meet guaranteed generation at the end of first year to avoid liquidated damages/compensation on account of Performance Guaranteed Generation.

29. Reverse Auction

TERMS & CONDITIONS OF REVERSE AUCTION:

- 29.1. Initial tender outcome of all the three (3) Tendering stages i.e. Primary, Technical & Commercial stage including bid documents submitted on eTendering portal, name of bidders etc., will be unshared and the same shall not be visible to the Bidders in order to ensure sanctity and confidentiality of the possible Reverse Auction process. Post completion of RA, tender outcome shall be shared on eTendering portal.
- 29.2. Invitation for participation in RA will be sent through e-mail or through RA Portal, as applicable, communicating the Schedule of RA to first 6 bidders in the sequence of initial commercial ranking plus 50% of the balance techno-commercially qualified bidder. Number of bidders eligible for participating in RA would be rounded off to next higher integer/value, if number of qualified bidders is odd (e.g. if 10 bids are qualified, then RA will be conducted amongst lowest eight bidders). If more than 1 bidder share same initial commercial ranking, then all such bidders to be invited for Reverse Auction.
- 29.3. Identity of the participating bidders shall be masked (so that the names of participating bidders remain anonymous) in order to maintain sanctity while ensuring transparency of the process.
- 29.4. Usually the auction is limited to 1 hour initially. If any bid is received in the last 10 minutes before the closing time, the auction time will be automatically extended by 10 (Ten) minutes from the original auction end time.
- 29.5. The methodology of RA i.e. entire Tender basis item-wise basis will be in line with the commercial bid evaluation methodology stipulated in the Tender. If the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.
- 29.6. The opening price (ceiling price, above which no bidder can make an offer) will be declared on RA portal on start of the RA. The ceiling price may be the least price of item/(s) or lowest initial Price Bid of the Bidder/(s) received on eTendering portal.
- 29.7. Minimum permissible decrement value shall be decided for each RA, which is generally 0.1% of the initial award value, based on lowest derived (L1) rate received through eTendering portal. In case item-wise reverse auction is to be carried out, then minimum permissible decrement value shall be calculated on L1 rate received through eTendering portal for the respective item(s).
- 29.8. Bidder can reduce their offered prices upto any extent; however, not lower than the minimum permissible decrement value per decremental bid.
- 29.9. Bidders shall not be allowed to withdraw their last offer. In case of withdrawal of offer by the final L1 bidder post RA, the same will be considered as Bid Withdrawal and necessary actions shall be initiated in line with tender terms as well as GGL prevailing policy.
- 29.10. If no bid is received during RA process, then the lowest (L1) rate received through eTendering portal shall be considered as final L1 rate and the respective bidder(s) shall be considered as L1 bidder(s). In case of more than one L1 bids, action shall be taken as per clause no. 21.4 mentioned above.
- 29.11. GGL reserves the right to extend, reschedule, re-auction or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
- 29.12. During the Reverse Auction, any decrement shall be applicable only to the EPC (Supply + Work) cost. The O&M cost and Land Lease cost shall remain fixed as quoted in the bid and shall not be subject to any variation during the Reverse Auction process.