REQUEST FOR SELECTION (RfS)
OF

Solar Power Generator (SPG)

FOR

DESIGN, SURVEY, SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND OPERATION & MAINTENANCE OF GRID CONNECTED FEEDER LEVEL SOLAR POWER PLANTS, ITS ASSOCIATED 11KV LINE AND RMS OF SOLAR POWER PLANT FOR 25 YEARS

THROUGH

RESCO MODE

FOR

SOLARIZATION OF VARIOUS 11KV FEEDERS OF ASSOCIATED 66/11KV MALPUR (Palnt-2) SUBSTATION IN UGVCL

UNDER

PM-KUSUM – COMPONENT-C
FEEDER LEVEL SOLARIZATION

The Chief Engineer (P&P)
Uttar Gujarat Vij Company Ltd.,
CIN: U40102GJ2003SGC042906,
Regd. & Corporate Office, Visnagar road,
MEHSANA-384001, GUJARAT-INDIA
Web: www.ugvcl.com, Email: cepp@ugvcl.com

Notice Inviting RfS
No: UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-22 DT: 16.09.2022

As authorized by the Gujarat Urja Vikas Nigam Ltd. (GUVNL), the State Implementing Agency (SIA) for Component-C of PM-KUSUM Scheme in the Gujarat State, the Chief Engineer (P&P)-UGVCL **invites 'On-line' Request for Selection (RfS) of Solar Power Generator (SPG) for** Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected **Feeder level** solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of Solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV MALPUR (Palnt-2) substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS).

RfS documents may be down loaded from web site **https:// UGVCL.nprocure.com** (For view, down load and on line submission) **and** UGVCL's web sites **www.UGVCL.com**for view & down load only). (To view the PDF file please use "Acrobat Reader" software which can be downloaded from "Adobe "website.) **All the relevant documents of tenders to be submitted online only.** The original Bank Guarantee and Demand draft of EMD/Tender Fee only submitted in physical form on or before the last date of physical submission as per schedule date as under.

RfS Schedule: -

1	NIT /RfS No.	UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-22
2	NIT Issue Date	**16.09.2022**
3	Bidding portal	https://UGVCL.nprocure.com
4	Project:-	Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of Solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV MALPUR (Palnt-2) substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS).
5	Tender/Rfs Document fee	Rs. 10000 + 1800/- (GST @18%)= Rs. 11800/- Rupees Eleven Thousand Eight hundred only
6	EMD	EMD@Rs. 1 Lakh per MW Rs. 3.0/- Lakh Rupees Three Lakh only
7	On line Preliminary, Technical and Financial Tariff offer submission last date and time (This is mandatory)	**Date: 07.10.2022** **Up to 18.00 hours**
8	Physical submission of documents Relevant to tender Fee & EMD (By Registered Post A.D. or Speed Post only) submission date	**Date: 12.10.2022** **up to 17.00 hours**
9	Date of opening of Rfs Tender Fee & EMD online	**Date: 13.10.2022** **at 11.00 hours**
10	Date of opening of Technical Bid online (if possible)	**Date: 15.10.2022** **at 11.00 hours**

11	Tentative Date of on – line opening of financial "Tariff bid" (Price bid) (tentative, if possible)	**Date: 25.10.2022 at 11.00 hours**
12	Reverse e-auction	**Date of Reverse e-auction will be conveyed to eligible bidders on e-bidding portal, if required for the respective Solar plants.**

UGVCL GSTIN No: 24AAACU6551F1ZI

- **Every bidder has to inform their GSTIN No. at the time of payment of applicable fees**

IMPORTANT:

[A] Tender Fee/EMD:

• Payment of Tender Fee/EMD Can be accepted by RTGS/NEFT.

• In case of payment (up to Rs.10,000/-), the scan copy of cash receipt have to be uploaded in preliminary stage.

• In case of payment through DD/Banker's cheque, the scanned copy of original documents shall be uploaded in preliminary stage and original copy of the same will be submitted only by Registered Post A.D. or Speed Post addressed to The Chief Engineer (P&P) ,Uttar Gujarat Vij Company Limited. Regd. & Corporate Office, Visnagar Road, Mehsana -384001 same must be submitted on or Before Schedule Date and time and ensure that Tender Number must be mentioned on the sealed cover. Otherwise the offer will not be considered (at the sole discretion of UGVCL) and no any further communication in the matter will be entertained.

- **However no physical documents required if payment of tender Fee and EMD made through cash payment, RTGS & NEFT.**

[B] Any deviation found in online Data/Details/Documents in offer (e-tendering) of bidder, offer of the same bidder will not be considered and no any further communication in the matter will be entertained.

[C] Bidder SPGs are requested to submit price – offer (financial bid) in on-line (e-RfS electronic form) only and not to submit the price offer in physical form. This is mandatory. If price offer is submitted in physical form, the bid/RfS offer will be summarily rejected.

[D] It is mandatory for all the bidders to submit their tender documents on-line (e-tendering).
Note:- Bidders should be in touch with websites https://ugvcl.nprocure.com & www.ugvcl.com for information regarding revision/corrigendum/Amendment in tender till due date of online submission and thereafter. No separate information shall be sent in this regards and also not publish in newspaper. Any technical questions, information & clarification that may be required pertaining to this inquiry should be referred to Chief Engineer (P&P),Uttar Gujarat Vij Company Limited. Regd. & Corporate Office, Visnagar Road, Mehsana -384001.
e-Mail:- cepp@ugvcl.com with a copy to aceproject@ugvcl.com & sesolar@ugvcl.com

UGVCL reserves the right to reject any OR all RfS Documents/offers without assigning any reasons thereof.

For and on behalf of UGVCL

Chief Engineer (P&P)

DISCLAIMER

The information contained in this RfS document or subsequently provided to bidder(s), written or, verbal, by or on behalf of UGVCL or any of itsemployees, is provided to bidder(s) on the terms and conditions of this RfS document andits subsequent amendment(s).

This RfS document is non-transferable and is neither an agreement nor an offer by UGVCL to the prospective bidders or any other person. The purpose of this document is to provide interested parties/bidders with information that may be required by them in the preparation of their bid for stated scope of work.

Although adequate care has been taken while preparing the RfS document, however, the bidders shall satisfy themselves that document is complete in all respects. If noticed, biddersshall intimate any discrepancy in the RfS document to office of the undersigned within 3 days from the date of issuance of the RfS document. If no intimation is received from the Bidders within the stipulated period, it shall be assumed that the RfS document is complete in all respects and fulfils the expectations of the Bidders.

UGVCL, its officers, employees and consultants have made best efforts to provide as accurate and reliable information as possible. However, before submitting their bids, the Bidders are expected to independently assess, verify and validate the information/data provided in the RfS document.

UGVCL reserves the right to annul the bid process and/or reject any or all of the Bids submitted in response to this RfS document at any stage without assigning any reasons whatsoever. In such cases UGVCL will refund the EMD, if any, and cannot be subjected to any liability whatsoever due to such rejection/cancelation.

UGVCL, its officers, employees and consultants have no responsibility for authenticity of the information/data hence shall not be held liable for any possible omission, misrepresentation, mistake or error in the information/data provided in the RfS document and consequences thereof.

UGVCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any applicant upon the statements contained in this document.

UGVCL may modify, amend or supplement any aspect of this RfS document, including draft PPA, including selection process and evaluation criteria, if deemed necessary by it or the same is required under Law. Further, UGVCL or its authorized officers reserve the right, without prior notice, to change the selection procedure and the delivery of information at any time beforesubmission of bids without assigning any reasons thereof. However, such change shall be posted on Bidding Portal.

The bidder, regardless of the conduct or outcome of the Bidding Process, 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 UGVCL or any other costs incurred in connection with or relating to its bid.

Under this RfS of SPG of feeder level Solarization under component –C of MNRE's PM-KUSUM Scheme for various feeders, the CFA for various feeders subject to MNRE's quantity allocation, CFA's sanction and disbursement of CFA by MNRE to Gujarat. The CFA amount depends upon MNRE's evaluation of data for various projects under this Tender. UGVCL and GUVNL shall not be responsible for not receiving the CFA for any feeder or reduce in CFA amount or delay in disbursement of CFA for any feeder to the developer/ Solar Power Generator (SPG). UGVCL /GUVNL shall not be liable to pay /compensate any difference of CFA on account of less amount of CFA received from MNRE.

LIST OF ABBREVIATIONS

1.	+	Plus (Addition)
2.	AC	Alternating Current
3.	Ag.	Agriculture
4.	BOQ	Bill of Quantity
5.	BOS	Balance-of-System
6.	CEA	Central Electricity Authority
7.	CEIG	Chief Electrical Inspector of Gujarat
8.	CERC	Central Electricity Regulatory Commission
9.	COD	Commercial Operation Date
10.	DC	Direct Current
11.	DCR certificate	Domestic Content Requirement certificate
12.	DTR	Distribution Transformer
13.	DWC	Double Walled corrugated
14.	FF	Fill Factor
15.	HP	Horse Power
16.	IEC	International Electro technical Commission
17.	IEEE	Institute of Electrical and Electronics Engineers
18.	IoT	Internet of Things
19.	IS	Indian Standard
20.	IST	Indian Standard Time
21.	kV	Kilo Volt
22.	kW	Kilo Watts
23.	kWp	Kilo Watt peak
24.	LoI	Letter of Intent
25.	LT	Low Tension
26.	MCB	Miniature Circuit Breaker
27.	MDAS	Meter Data Acquisition System
28.	MIS	Management Information System
29.	MNRE	Ministry of New & Renewable Energy, Government of India
30.	MWp	Mega Watt Peak
31.	NIT	Notice Inviting RfS
32.	OEM	Original Equipment Manufacturer
33.	PCU	Power Conditioning Unit
34.	PID	Potential-induced degradation
35.	POC	Proof of Concept
36.	PBG	Performance Bank Guarantee
37.	PV	Photovoltaic
38.	PVC	Poly vinyl chloride
39.	RCCB	Residual Current Circuit Breaker
40.	RDBMS	Relational Data Base Management System
41.	REC Ltd.	Rural Electrification Corporation, Govt. of India
42.	GERC	Gujarat Electricity Regulatory Commission
43.	RESCO	Renewable Energy Service Company
44.	RMS	Remote Monitoring System

45.	RTC	Real Time Clock
46.	SCADA	Supervisory Control And Data Acquisition
47.	SECI	Solar Energy Corporation of India
48.	SMB	Sub Miniature version Board
49.	SNA	State Nodal Agency for Renewable Energy
50.	SPG	Solar Power Generator
51.	SPV	Solar Photo Voltaic
52.	STC	Standard Testing Condition ("STC" shall mean Standard Testing Condition for solar cells and PV modules with air mass AM1.5, irradiance 1000W/ m2, and cell temperature of 25°C)
53.	TPI	Third-party inspection
54.	TPIA	Third-Party Inspection Agency' appointed by Discom and / or MNRE as may be applicable
55.	UAT	User Acceptance Test
56.	-ve	Negative
57.	W	Watt
58.	WO	Work Order
59.	Wp	Watt peak
60.	UGVCL	Uttar Gujarat Vij Company LTD
61.	GUVNL	Gujarat Urja Vikas Nigam Ltd.
62.	RfS	Request for Selection
63.	CFA	Central Finance Assistance (provides by MNRE)
64.	FLS	Feeder level Solarization under PM-KUSUM Scheme
65.	SLDC	State Load Dispatch Centre of Gujarat

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SECTION - A: INTRODUCTION

A.1. Background

1.1.1. The erstwhile Gujarat Electricity Board has been restructured into seven companies. One generation (GSEC), one transmission (GETCO), four distribution companies (DGVCL, MGVCL,UGVCL &UGVCL) and Holding Company GUVNL in terms of Gujarat Electricity Industry (Reorganization &Regulation) Act-2003.

a) Gujarat Urja Vikas Nigam Limited (GUVNL) to do co-ordination activities among all subsidiaries

b) Gujarat State Electricity Corporation Ltd. (GSECL) manages the electricity generation business of erstwhile GEB.

c) Gujarat Electricity Transmission Corporation Limited (GETCO) to manage the electricity transmission and bulk supply business of erstwhile GEB. All Substation 66 KV/11, 132KV/11KV, 220KV/11 KV are under control of GETCO.

d) Uttar Gujarat Vij Company Limited (UGVCL) to manage the electricity distribution and retail supply business of erstwhile GEB in North Gujarat region.

1.1.2. On 22-07-2019 Ministry of New and Renewable Energy, Government of India announced Guidelines for Implementation of Pradhan Mantri Kisan Urja Suraksha evem Utthan Mahabhiyan (PM KUSUM) Scheme for installation of solar pumps and grid connected solar power plants through three components, viz.

- Component A: Decentralized Ground Mounted Grid ConnectedRenewable Energy (RE) based Power Plants of individual plant size up to 2 MW.
- Component B: Installation of standalone Solar Powered AgriculturePumps
- Component C: Solarization of Grid-connected Agriculture Pumps - individual

1.1.3. Subsequently on 04 December 2020, MNRE introduced and issued guidelines for implementation of **feeder level solarization under Component-C** of PM-KUSUM Scheme. Under the scheme, agriculture feeders already segregated or, feeders having major load for agriculture may be solarized using installation of grid connected solar power plant to cater the annual power requirement of feeder(s). This will lead to lower cost both in terms of lower capital cost and cost of power. The Scheme guideline is available on MNRE's Website www.mnre.gov.in and GUVNL's PM-KUSUM Portal https://pmkusum.guvnl.com.

1.1.4. As per MNRE guidelines for feeder level Solarization, the requirement of total annual power for an agriculture feeder(s) is to be assessed and a solar power plant of capacity that can cater to the requirement of annual power for that agriculture feeder(s) can be installed either through CAPEX model or RESCO model, which will supply solar power to that feeder(s). **Under this Tender/RfS the feeder level Solar power plant/s is/are required to be installed under the RESCO model.**

1.1.5. As per MNRE guidelines for feeder level solarization, for installation of feeder level solar power plants through RESCO model, the SPGs will be selected on the basis of lowest tariff offered for supply of required solar power for a period of 25 years (unless extended by both the parties on mutual agreement). The developer will get CFA @ 30% of the estimated cost of installation of solar power plant i.e**. Rs. 1.05 Cr/MW (30% of Rs. 3.5 Cr/MW).**

1.1.6. As per MNRE's Scheme guideline for Feeder level Solarization, for the purpose of calculating CFA, the cost of installation of solar power plant has been estimated as Rs. 3.5 Cr/MW. Under the Scheme solarisation of pumps of any capacity is allowed, however, in case of pumps of capacity above 7.5 HP, the **CFA will be limited to solar capacity for 7.5 HP pumps.**

A.2. Objective

2.1.1. UGVCL intends to select competent, experienced and eligible bidder, hereafter to be referred as "Solar Power Generator" or, SPG, for the work of design, survey, supply, installation, testing, commissioning, operation & maintenance of grid connected solar power plant for

various feeders of associated Sub-station, its associated 11kV line to connect the plant with concerned substation and Remote Monitoring System (RMS) of solar power plant through RESCO model for 25 years (unless extended by both the parties on mutual agreement) for Solarization of various 11kV feeders associated with 66/11kV MALPUR (Palnt-2) substation in UGVCL under PM-KUSUM scheme – Component C (feeder level Solarization) **as mentioned in the Annexure K20.**

A.3. Model of execution of project

3.1.1. The feeder level solar power plant is to be installed in **RESCO model in the Solar Power Generator's land** along with its associated **11kV line** to connect the plant with concerned 66KV/11 KV substation at 11 KV Bus and RMS of solar power plant. Detailed scope of work mentioned in Clause D.1.

3.1.2. **The basis of evaluation of the bids shall be the levelized tariff for 25 years in Rs. Per kWh quoted in the Price Schedule**. To further clarify, all the costs, distribution losses up to the delivery point including applicable taxes (incl. GST and cess as applicable), duties, etc. pertaining to design, survey, supply, installation, testing, commissioning, operation & maintenance of grid connected solar power plant, its associated 11kV line to connect the plant with concernedsubstation and RMS of solar power plant, shall be inclusive in the Price Bid quoted by Bidders for the purpose of comparison and evaluation. Bidders are required to quote the tariff on firm price End cost with GST & cess as applicable basis and no price variation on any account shall be considered.

SECTION - B: KEY DEFINITIONS

(1) **"Act" or "EA 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;

(2) **"Affiliate"** shall mean a Bidder or a Bidding Entity that, directly or indirectly, controls, or is controlled by, or is under the common control with such Company. The expression "control" shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors.

(3) **"Appropriate Commission"** shall mean as defined in the PPA or, GERC;

(4) **"Authorized Officer"** shall mean Officer Designated by Discom for specific task

(5) **"Bid"** shall mean the "Proposal" / "Quotation" submitted by eligible bidders for the work envisaged under this RfS

(6) **"Bidder" or "Bidding Entity"** shall mean legal entity : Body incorporated in India under theCompanies Act, 2013 including any amendment thereto; OR Body incorporated in India under theLimited Liability Partnership (LLP) Act, 2008 including any amendment thereto; OR Firm registered under Partnership Act, 1932 in India; OR Sole Proprietor OR Joint Venture as per this RfS, submitting the Bid. Any reference to the Bidder includes an entity including its successors, executors and permitted assigns severally, as the context may require.

(7) **"Bidding Portal"** shall mean https:// ugvcl.nprocure.com

(8) **"Capacity Utilization Factor (CUF)":** CUF in a Year shall mean the ratio of the net output energy injected at delivery point of the SPV Power Plant in a Year versus installed Project capacity x 365 x 24 (i.e. CUF = Cumulative Project output in kWh / (installed Project capacity in kWp x 24 x 365))

The annual CUF will be calculated every year from 1st April of the year (COD for first year) to 31st March next year.

(9) **"CEI"/ "CEIG"** shall mean Chief Electrical Inspector to the State Government.

(10) **"Chartered Accountant"** for bidders or its Parent, Affiliate or Ultimate Parent or any Group Company incorporated in India, "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; For bidders or its Parent, Affiliate or Ultimate Parent or any Group Company incorporated in countries other than India, "Chartered Accountant" shall mean a person or a firm

practicing in the respective country and designated / registered under the corresponding Statutes/laws of the respective country.

(11) **"Company"** shall mean a body incorporated in India under the Companies Act, 1956 orthe Companies Act, 2013, as applicable;

(12) **"Commissioning"** with respect to the Project as certified by UGVCL shall mean when all equipment as per rated capacity has been installed and energy has flown intothe grid.

(13) **"Commercial Operation Date" (COD)** shall mean the date certified by the DISCOM's committee upon successful commissioning (as per provisions of the PPA) of the project when all equipments as per rated capacity have been installed and energy has flown into the grid.

(14) **"Conflict of Interest"** shall mean a Bidder may be considered to be in a conflict of interest with one or more Bidders in the same bidding process if they have a relationship with each other and as defined in the section G-4 .

(15) **"Contracted Capacity"** shall mean ___ MWp AC contracted with DISCOM for supply by the SPG to DISCOM at the Delivery Point which shall be the maximum injection limit at delivery point in any 15 minute time block during the entire term of the PPA.

(16) **"Contract Year"** shall mean, with respect to the initial Contract Year, the period beginning on the Commercial Operation Date and ending at 12.00 midnight on 31st March of that Fiscal Year. Each successive Contract Year shall coincide with the succeeding Fiscal Year, i.e., a period of twelve months commencing on April 1 and ending on following March 31, except that the final Contract Year shall end on the date of expiry of the Term or on Termination of this Agreement whichever is earlier.

(17) **"Control"** shall mean holding not less than 51% of voting rights or of paid up sharecapital.

(18) **"Controlling shareholding"** shall mean not less than 51% of the voting rights or paidup share capital in the Company/Consortium.

(19) **"Day"** shall mean calendar day.

(20) **"Delivered Energy"** means the kilowatt hours of energy actually fed and measured by the energy meters at the Delivery Point and as certified by **SLDC**.

(21) **"Delivery Point"** Delivery Point" shall mean the point at the voltage level of 11kV of the 66/11 kV Sub-station i.e. 11kV side of 66/11kV _____ substation under this PPA. Metering shall be done at this interconnection point where the power is injected into the 66/11 kV Sub- station. For interconnection with grid and metering, the SPG shall abide by the relevant and applicable regulations, Grid Code notified by the State Commission and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed thereunder by the Appropriate Commission or CEA. All charges and losses related to Transmission of power from project up to Delivery Point shall be borne by the SPG without any reimbursement thereof.

(22) **"Due Date "** Due Date shall mean the thirtieth (30th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by UGVCL or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by UGVCL.

(23) **"Effective Date"** shall have the meaning ascribed thereto in Article 2.1 of attached PPA;

(24) **"Electrical Inspectorate"** shall mean Electrical Inspectorate Department Gujarat

(25) **"Engineer In-charge"** shall mean the authorized Officer of the UGVCL

(26) **"EQUITY"** shall mean Net Worth as defined in Companies Act, 2013.

(27) **"nproc"** shall mean electronic procurement system of Gujarat.

(28) **"Financial Closure" or "Project Financing Arrangements"** shall mean the agreements pursuant to which the SPG has sought financing for the Power Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended,

modified, or replaced from time to time, but without in anyway increasing the liabilities of UGVCL.

(29) **"Financing Documents"** mean the agreements and documents (including asset leasing arrangements) entered/to be entered into between the bidder and the Financing Parties relating to the financing of the Project.

(30) **"Financing Parties"** means Parties financing the Project, pursuant to Financing Documents.

(31) **"Group Business Entity"** shall mean a Business Entity, which directly or indirectly or through common control holds not less than 26% of voting securities in the Bidder; or A Business Entity in which the Bidder directly or indirectly or through common control holds not less than 26% of voting securities.

(32) **"Guidelines"** shall mean the "Guidelines for Implementation of Feeder Level Solarisation under Component-C of PM-KUSUM Scheme" issued by the Ministry of new and Renewable Energy vide OM 32/645/2017 –SPV dated 04/12/2020.

(33) **"Interconnection Point/ Delivery point"** shall mean the point(s) of connection(s) at which the project is connected to the grid i.e**. it shall be at 11 kV bus bar level of 66/11kV substations mentioned in the tender against respective feeders.**

(34) **"UGVCL"** shall mean Uttar Gujarat Vij Company Ltd.

(35) **"Letter of Award" or "LOA"** shall mean the work order issued by UGVCL to the Selected Bidder for award of contract.

(36) **"LLC"** shall mean Limited Liability Company.

(37) **"Metering Point"** Metering shall be at 11 kV side of 66/11Kv substation.

(38) **"Month"** shall mean calendar month.

(39) **"Nodal Officer"** shall mean Superintending Engineer (Solar cell), UGVCL, Mehsana

(40) **"Net-Worth"** means the Net-Worth as defined in Section 2 of the Companies Act 2013.

(41) **"NIT" / "RfS document" / "RfS" / "Notice Inviting Tender"/ 'Tender'** shall refer to this "Request for Selection of Solar Power Generator (SPG) for the work of design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD, of grid connected feeder level solar power plant , its associated 11 kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of different 11kV feeders of 66/11kV substation of in UGVCL under KUSUM scheme – Component C (feeder level solarization)"

(42) **"Paid-up share capital"** means the paid-up share capital as defined in Section 2 of the Companies Act, 2013.

(43) **"Payment Officer"** shall mean Account Officer (Bill), UGVCL, Mehsana

(44) **"Performance Bank Guarantee"** shall mean the irrevocable unconditional bank guarantee to be submitted by the successful bidder as per the RfS.

(45) **"PPA"** shall mean the Power Purchase Agreement signed between the SPG and UGVCLaccording to the terms and conditions of the standard PPA enclosed with this RfS, for purchase of Solar Power at tariff discovered in the tender and adopted by the GERC, by procurer.

(46) **"procurer"** shall mean UGVCL

(47) **"Gujarat Discoms"** shall mean all 4 Discoms in Gujarat namely: UGVCL, PGVCL, DGVCL, MGVCL

(48) **"Power Project" or "Solar Project" or "Project"** shall mean the Solar Power generation facility of Contracted Capacity having a separate control system, metering and separate points of injection into the grid at Delivery point. The Project shall include all units and auxiliaries such as water supply, treatment or storage facilities, bay(s) for transmission system in the switchyard, dedicated electrical line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be

developed and constructed for the purpose of supply of power as per the PPA.

(49) **"Project Site"** means any and all parcels of real property, rights-of-way, easements and access roads, upon which the Project and its related infrastructure will be located.

(50) **"Project Capacity"** means the AC capacity of the project at the generating terminal(s) and to be contracted with UGVCL for supply from the Solar PowerProject.

(51) **"Project Commissioning"** shall mean the Project will be considered as commissioned ifall equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the RfS/PPA.

(52) **"Project Developer" or "Developer" or "Solar Power Generator (SPG)"** shall mean thesuccessful Bidder whose Bid to perform the Contract as per this RfS has been acceptedby UGVCL, Work order is issued by UGVCL and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor

(53) **"RESCO"** shall mean Renewable Energy Service Company i.e. an energy service company that develops, installs, finances, operates and owns the solar power project and supplies power generated from the Project to the UGVCL.

(54) **"Selected Bidder" or "Successful Bidder"** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of standard PPA.

(55) **"SLDC"** means the State Load Dispatch Center, Gujarat as notified by the State Government.

(56) **"Solar PV Project"** means the solar Photo Voltaic Power project that uses sunlight fordirect conversion into electricity through Photo Voltaic technology.

(57) **"Week"** shall mean calendar week.

(58) **"Voltage of Delivery"** means the voltage at which the Electricity generated by the Project is required to be delivered at 66/11kV substation.

SECTION - C: KEY BID DATA

1	Solar PV Plant technology	All components used for installation of solar power plants shall conform to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE. **It will be mandatory to use domestically manufactured solar modules from ALMM only**.
2	"Work Area" / "Site"	The Solar Power plant for Feeder level Solarization will be preferably installed **within Five KM radius** of the concerned sub-stations in order to avoid high cost of sub-transmission lines and to reduce transmission losses. **SPG to identify and procure/lease the land on his own for 25years for installation of Solar plant for this feeder level Solarization projects. Land will not be provided by UGVCL to SPG.**
3	Delivery point	11 KV Bus of associated 66Kv/11kv substation of respective feeders
4	11kV feeders to besolarized under Feeder level Solarization	As per mentioned in Annexure K20
5	Guaranteed CUF / minCUF	**19% (fixed i.e. no deration permitted)** CUF in a Year shall mean the ratio of the net output energy injected at delivery point of the SPV Power Plant in a Year versus installed Project capacity x 365 x 24 (i.e. CUF = Cumulative Project output in kWh / (installed Project capacity in kWp x 24 x 365)) The annual CUF will be calculated every year from 1st April of the year (COD for first year) to 31st March next year.
6	Eligible CFA by MNRE	**Successful bidder to get CFA @ Rs. 1.05 Cr per MW (subject to installation & commissioning of project in line with MNRE requirement).** **CFA up to 100% of the total eligible CFA will be released to the RESCO developer through DISCOM on successful operation and performance of solar plant for two months after the commissioning with at least one month CUF as per minimum CUF agreed in PPA, as per MNRE's sanction for the CFA, subject to release of the same by MNRE-GoI.** Further, the SPG shall give an undertaking that he shall not sell power to any other buyer except the UGVCL under the agreement of this tender during the tenure of this PPA. At any point of time during the tenure of PPA, if it is found that the SPG has sold the solar power produce from the contracted solar plant strict legal action will be taken again the SPG, including stop deal or black list from Participation in future tender of MNRE in Gujarat and the SPG shall require to refund the proportionate CFA granted for the project by MNRE to UGVCL. For the recovery of the Proportionate CFA, the CFA granted by MNRE for the project will be divided by 25 years to arrive at per year CFA. If any event of sell of power is found at a particular time, the amount to be recovered from

		the SPG shall be the remaining period of PPA after the event date multiply by per year CFA. The recovery of the proportionate CFA will be made through the payments of invoices or through remedies taken in accordance with applicable laws. In case of any liquidation of assets of the solar power plants prior to completion of PPA period the first charge shall be towards recovery of the proportionate CFA granted to the project by MNRE.
7	Mode of bid submission	**All the relevant documents of RfS to be submitted online only**
8	Selection criteria	Lowest (L1) quoted levelized tariff for 25 years **followed by e-reverse auction**
9	Estimated Project Cost for	Rs. 3.5 crore per MW as estimated by MNRE in the guideline of Feeder Level Solarization indicated in the Annexure K20.
10	Bid Validity	120 days from the date of opening of online Technical bid.
11	Performance Bank Guarantee (PBG) against commissioning	Performance Bank Guarantee **(PBG) of Rs. 5 Lakh/MW is** required to be submitted to UGVCL by the successful bidder-SPG within **15 days** from date of issue of Letter of Award. The PBG will be returned to the SPG immediately after successful commissioning of solar power plant, after taking into account any penalties due to delay in commissioning as per provisions stipulated in the Guidelines. The PBG shall be initially valid from the date of issue until 2 months (i.e. sixty (60) days) beyond the 9 months from the date of signing of Power Purchase Agreement (PPA). It shall be responsibility of selected bidder to get the PBG extended, if required, such that it is valid till 2 months after date of commissioning of project. The Performance Bank Guarantee (PBG) required to be paid is mentioned in Annexure K20.
12	Power Purchase Agreement (PPA)	PPA for a period of 25 years (unless extended by both the parties on mutual agreement), at tariff discovered in the tender and adopted by the GERC, by procurer (i.e. UGVCL) within 7 days of submission of PBG.
13	Date of Project commissioning	**Within 9 months from date of signing of PPA**
14	Terms of PPA	25 years (unless extended by both the parties on mutualagreement) of O&M

NOTE: All the relevant documents of tenders to be submitted online only. The original Bank Guarantee and Demand draft of EMD/Tender Fee only submitted in physical form on or before the last date of physical submission as per schedule date**.**
It is mandatory for all the bidders to submit their tender documents on-line (e-tendering).

1.1.1. Instructions for e- bid (Online bidding for RfS) to Bidders:

I	**Downloading of RfS Documents**
A	Offer document will be available on web site up to date shown in the RfS
B	SPG Bidder willing to participate in RfS offer will have to get themselves registered on website **www.nprocure.com**
Ii	**Digital Signature**
A	SPG Bidder should have valid digital certificate as per Information Technology Act 2000 using which they can sign their electronic offers. Agency can also procure the same from (n) code solutions, a division of GNFC Ltd., who are licensed certifying authority by Govt. of India.
B	In case RfS Bidder needs any clarification for e-bidding, details regarding digital certificate or if training required for participating in online RfS Document, they can contact the following office:- (n) Procure Cell M/s (n) Code Solution, A division of GNFC 403, GNFC Info Tower, Bodakdev, S.G. Road, Ahmedabad 380054.(Gujarat) E-mail:nprocure@gnfc.netMob.: 9327084190; 9898589652 Toll Free: 1-800-233-1010 (Ext. 501, 512,516 , 517 , 525) Phone No. 079-26857315 / 316 / 317 Fax: 079-26857321 / 40007533 Other Terms & Conditions as per detailed EOI Document
C	Agency who already possess valid Digital certificate need not to procure a new digital certificate.
iii	**On line Submission of Technical and Price Offer**
A	Bidder can prepare and edit their offers number of times before RfS submission date and time. After RfS Document submission date and time, RfS applicant cannot edit their offer submitted in any case. No written or online request in this regard shall be granted.
B	RfS applicant shall submit their offer, i.e. Technical Offer as well as price offer in Electronic format on above mentioned website and date shown in RfS Document details before digitally signing the same.
C	Offers submitted without digitally signed will not be accepted.

1.1.2. The bidders are requested to submit their bids prior to scheduled date & time to avoid event of non-submission of their bids due to non-availability / connectivity or any other issue of Bidding portal, at last moment or any reason whatsoever. The last date of submission of bids will not be extended in such circumstances.

1.1.3. **All the relevant documents of tenders to be submitted online only**. The original Bank Guarantee and Demand draft of EMD/Tender Feeonly submitted in physical form on or before the last date of physical submission as per schedule date.

Tender Fee/EMD:- Payment of Tender Fee/EMD Can be accepted by RTGS/NEFT.

In case of payment (up to Rs.10,000/-), the scan copy of cash receipt have to be uploaded in preliminary stage.

In case of payment through DD/Banker's cheque, the scanned copy of original documents shall be uploaded in preliminary stage and original copy of the same will be submitted only by Registered Post A.D. or Speed Post addressed to The Chief Engineer (P&P) ,Uttar Gujarat Vij Company Limited. Regd. & Corporate Office, Visnagar Road, Mehsana -384001 same must be submitted on or Before Schedule Date and time and ensure that Tender Number must be mentioned on the sealed cover. Otherwise the offer will not be considered (at the sole discretion of UGVCL) and no any further communication in the matter will be entertained.

However no physical documents required if payment of tender Fee and EMD made through cash payment, RTGS & NEFT.C. In case of DD, it shall be in favor of UGVCL, payable at Mehsana

Any deviation found in online Data/Details/Documents in offer (e-tendering) of bidder, offer of the same bidder will not be considered and no any further communication in the matter will be entertained.

1.1.4. The PBG shall be from any Scheduled / Nationalized Banks (in a standard format prescribed by UGVCL) as notified vide finance department of Govt. of Gujarat GR no.: EMD/4/2022/002/DMO dated 20/05/2022 and further amendments if any. CORPORATE GUARANTEES ARE NOT ALLOWED

1.1.5. Cutting / overwriting if any in the figures of the tendered documents is required to be clarified / indicated in words, duly signed, failing which the tender may be rejected.

1.1.6. Bidders shall not quote any deviation of any kind in the bid. Such deviations shall not prevail.

1.1.7. The bidders shall provide complete information at the time of submission of bid. If the bidders are asked to furnish some more clarification/confirmation/document, they shall be required to furnish the same within specified time, failing which the case shall be finalized /decided on the basis of available information/documents. The responsibility of ignorance of their bid on account of delay in furnishing of desired information/documents shall be of the bidder. However, if there are any shortcomings in the submission of the information which may not materially affects the qualification criterion, then UGVCL shall have the power to consider the facts on the merit of the case and decide the bid evaluation accordingly.

1.1.8. All the required information shall be furnished strictly in the prescribed Formats only. Any information indicated other than the prescribed Formats shall not be entertained. The bid shall be evaluated on the basis of information furnished in the prescribed Formats only.

1.1.9. Clarifications regarding this RfS document for any type of typographical Errors or misunderstanding of document, the version/decision of UGVCL shall be final.

1.1.10. UGVCL reserves the right to cancel / withdraw or alter the RfS without assigning anyreason and shall bear no liability whatsoever consequent upon such a decision.

1.1.11. **Correspondence for enquiries and clarifications:** All correspondence in respect of this RfS and submission of the bid shall be addressed to:

The Chief Engineer(P&P)
Uttar Gujarat Vij Company Ltd.,
CIN: U40102GJ2003SGC042906,Regd. & Corporate Office,
Visnagar road, MEHSANA-384001, GUJARAT-INDIA Email: cepp@ugvcl.com

1.1.12. **Bidders have to enable e-auction id and mentioned detail at the time of filing data on e -tender for e- auction facility.**

SECTION - D: SCOPE OF WORK

D.1. Scope of Work

1.1.1. Overall scope of work of the Solar Power Generator (SPG) under this RfS covers following, which is applicable for the plant/ location individually:

a. Detailed site survey,

b. Procurement of required land or getting land on lease for 25 years for installation of the solar power plant for feeder level Solarization,

The SPG shall identify the project land preferably within the distance of Five KM radius of the respective 66/11 KV sub-station, get ownership of land or its lease rights and make necessary arrangement including ROW, clearances etc for the electrical line between sub-station and the solar power plant. The SPG shall ensure submission of the "In-Principle" land documents including documents such as Agreements to Sell, Banakhat etc. within 90 days from the date of issuance of work order after which PPA shall be signed by UGVCL with the SPG. Further, the SPG shall submit the final land documents within the period of **4 months** after the date of signing of PPA for the entire required land duly registered by appropriate revenue authority.

c. The Solar Power plant for Feeder level Solarization will be preferably installed within Five KM radius of the concerned sub-stations in order to avoid high cost of sub-transmission lines and to reduce transmission losses,

d. Design, supply and installation of solar power plant near respective 66/11kV substation in line with requirements under MNRE guidelines.

e. Supply and erection of associated 11kV line connecting the solar power plant with associated 66/11kV substation (including bay, breakers and metering system at substation) as per design and specifications of UGVCL /GUVNL/ MNRE / CEA.

f. Testing and commissioning of plant & associated 11kV line by designated official(s) of DICOM Committee.

g. Construction of control room or any other relative civil work (at the plant end) essential for Commissioning of Project.

h. Operation & maintenance of the solar power plant as well as 11kV line for 25 years (unless extended by both the parties on mutual agreement) from COD.

i. Injection of power at delivery point for 25 years at the awarded levelized tariff (Rs. per kWh) *(inclusive of applicable taxes incl. GST, duties, etc.)*, at the guaranteed CUF extendable on mutual agreement.

j. Remote Monitoring of installed solar power plant of the capacity mentioned against each feeder (or any revised quantity identified after detailed survey by SPG) on the respective 11kV feeders through RMS for 25 years (unless extended by both the parties on mutual agreement).

1.1.2. It will be mandatory to use domestically manufactured solar modules from ALMM only. An undertaking is required to be submitted by the SPG complying that only domestically manufactured Solar modules from ALMM only are used in this project of FLS to UGVCL.

1.1.3. SPG shall be responsible for all the works related to testing & commissioning, replacement of defective PV modules by same make /model and remote monitoring for 25 years of the project.

1.1.4. In no case, Procurer or UGVCL shall be responsible to pay or increase in tariff for any work related to Project.

1.1.5. The project (solar power plant and associated 11kV line) is to be set up with adequate arrangements upto the delivery point and O&M for 25 years (unless extended by both the parties on mutual agreement) from COD, by the SPG at its own cost and in accordance with this RfS document. All approvals, permits and clearancesrequired for setting up of the Project including those required from

State Government and local bodies along with any associated cost for getting the clearances shall be in the scope of the SPG.

1.1.6. It shall be the responsibility of the SPG, entirely at its cost and expense, to install such number of solar panels and associated equipment as may be necessary to achieve the required **minimum CUF of 19%,** and for this purpose selected bidder shall make its own study and investigation of the Global Horizontal Irradiation (GHI) and other factors prevalent in the area which have implication on the quantum of generation.

1.1.7. All components used for installation of solar power plants shall conform to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE and ALMM order with its amendments issued by MNRE time to time.

1.1.8. It is clarified that the project awarded under this RfS would not include energystorage with solar power plant.

1.1.9. The scope of work shall also include submission of following by the SPG:

a. A layout plan of the site to the Inspecting Authority clearly indicating theidentified location for installation of solar power plant & control room, where control panels shall be installed.
b. Detailed planning of time bound smooth execution of Project;
c. Performance testing of the completion and successful commissioning of theProject;
d. O&M plan for the plant and 11kV line for twenty-five (25) years from COD toassure faultless operation;
e. Inventory plan to ensure availability of spare parts for minimal / no downtimeof the project and/or, 11kV line during the term of PPA;
f. Coverage of risk liability of all personnel associated with implementation andrealization of the Project;

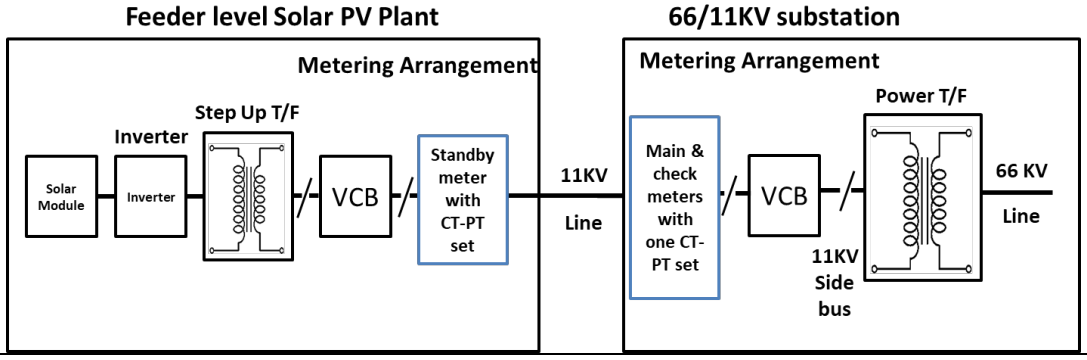
D.2. Metering and grid connectivity

2.1.1. Metering and grid connectivity of the projects would be the responsibility of the SPG in accordance with the prevailing guidelines / practices of UGVCL and / or CEA. UGVCL may facilitate in the process; however, the entire responsibility lies only with the SPG.

2.1.2. Meters and metering equipment (CT-PT sets) shall be tested as per provision of GERC and as per IS 14697 at CPRI or at any NABL accredited / distribution licensee lab before installation at site at the cost of SPG and should be properly sealed in the presence of designated authority from UGVCL at the time of installation.

2.1.3. The accuracy class, current rating and certifications of the metering system shall confirm with relevant CERC/ GERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

2.1.4. SPG to install 3 ABT meters (main, check and standby) with RMS connectivity AND 2 CT-PT sets (one for main & check meter and another for standby meter) as per the metering arrangement indicated in below layout :-



(Indicative Diagram: Metering Arrangement Lay out)

2.1.5. Installation and timely replacement of meters (main, check and standby) as required to directly measure energy supplied by the Solar Power Plant shall be the responsibility of selected bidder.

2.1.6. **SPG shall also be responsible for installation of IoT Devices-RMS Set for Remote Monitoring system connectivity of Inverters, String combiner box, Energy Meters at Solar plant, Substation**.

2.1.7. **The cost of all required meters at Substation end (main, check, standby meter) at substation end along with Meter and associated CT-PT sets at Solar plant site shall be borne by the SPG**.

D.3. Remote Monitoring System (RMS)

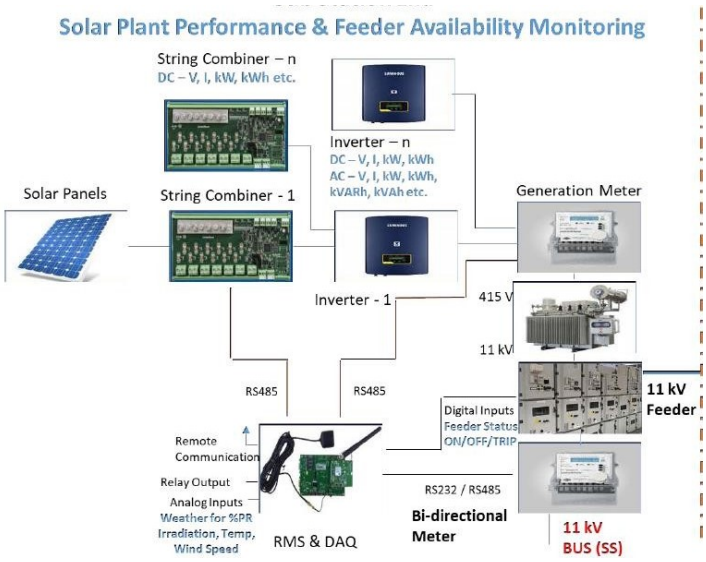
3.1.1. As per the MNRE guidelines for feeder level solarization under Component C of PM-KUSUM scheme, it is mandatory for Discoms to monitor solar power generation and performance of the solar power plant through online system on State-Portal www.pmkusum.guvnl.com. The online data will be integrated with central monitoring portal of MNRE which will extract data from the State portals for monitoring of the scheme.

3.1.2. In line with MNRE model guidelines for State Level SEDM Software Development issued in July 2020, Gujarat Discoms are in the process of development of State Level Solar Energy Data Management (SEDM) platform to integrate & monitor the performance of all systems installed under Component A, B & C (individual as well as feeder level solarization) of PM-KUSUM scheme.

3.1.3. Also, as per the Specifications for Remote Monitoring System for Component A & C of the scheme, issued by MNRE on 15 Jul 2020, **the SPG under this RfS shall be required to install required remote monitoring systems for solar power plant to integrate with State SEDM platform directly** which in turn will have interface with National Level Solar Energy Data Management Platform of MNRE.

3.1.4. As part of National and State SEDM platform, various modules will be provided such as Consumer Management, Scheme Progress Management, Asset Management, Live Asset Monitoring, Performance Analysis, Complaint and Ticket Management, Device Integration / SCADA Platform, Alarm/Events/Notification, Meter Data Acquisition (MDAS) /Meter Data Management (MDM), Archiving and Historian, Report Manager,Mobile application, SIA officer and EPC, Enterprise level user and role management.

3.1.5. MNRE and Discoms will develop and host the of National and State Level SEDM platform which is excluded from the scope of the SPG but SPG needs to operate and do various data entries related to application processing, asset and workflow mgmt.



3.1.6. As shown in above diagram SPG needs to provide a remote monitoring system for:

(a) **Solar Power Plant Remote Monitoring system**: To capture electrical parameters from multiple devices such as ABT Meter, Inverters, String Combiner boxes or String inverters including meters at Sub-station level. Remote monitoring system will capture important Electrical and Status parameters such as AC/DC voltage, control, power, energy as well as monitoring of Breaker etc and will transmit data to State Level Solar Energy data management (SEDM) platform.

(b) **Communication Connectivity** for Solar Plant RMS:

i. Field Device Connectivity: RMS will connect to Inverter, String combiner boxes orstring inverters using RS485 MODBUS communication protocol as well as meters using RS232 DLMS protocol. Both protocols are widely used by equipment manufacturers.

ii. Remote Connectivity: RMS will connect to State Level SEDM Server using 2G/3G/4G or any other suitable cellular communication.

iii. Local Connectivity: Ethernet / Bluetooth / Wi-Fi connectivity to configure parameter, notifications, communication intervals, set points, operation mode configuration or to download locally stored data.

3.1.7. Once a bidder submits its technical bid by due date of submission, it shall be considered that the bidder is well verse with all the local conditions and has prepared its technical and financial bid accordingly. No claim or issue by the bidder(s) in this regard shall be accepted or, entertained by UGVCL after due date of bid submission.

3.1.8. Details of Communication Modes, Communication Protocols, Security and Message formats and equipment wise parameter details are enclosed as "Communication Architecture between RMS and State Level Server" in **Section** K.19

3.1.9. It is the responsibility of SPG to provide SIM card, bear recurring communication charges and maintain communication connectivity of more than 96% and data availability of 99% for the 25 years (unless extended by both the parties on mutual agreement) of operation & maintenance of solar power plant and its associated 11kV line.

D.4. Insurance

4.1.1. The SPG shall also take insurance for third party liability covering loss of human life, engineers and workmen and also covering the risks of damage, theft of material/ equipment/ properties after completion of the work(s). Before commencement of the work, the SPG shall ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work. Implication on account of Liquidation, Death, Bankruptcy etc., shall be the responsibility of SPG only.

4.1.2. Application of Insurance Proceeds

a. In case of the Project not being implemented through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

b. In case of the Project being financed through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall be applied as per such Financing Agreements.

c. If a Force Majeure Event renders the Power Project no longer economically and technically viable and the insurers under the Insurances make payment on a "total loss" or equivalent basis, UGVCL shall have claim on such proceeds of such Insurance limited to outstanding dues of UGVCL against SPG.

D.5. Type and quality of materials and workmanship

5.1.1. The design, supply, installation, testing, commissioning, operation and maintenance of the solar power plant and the associated 11kV line shall be in accordance with latest/ appropriate IEC/Indian Standards. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE/ CEA/ GERC/ UGVCL shall be used. All the relevant test certifications must be kept valid up to one (1) Year from the COD of the Project.

5.1.2. The SPG shall ensure that the specifications of the components / equipments like 11kV circuit breaker, 11kV CT-PT metering unit, etc should meet the technical specifications of UGVCL.

5.1.3. Any material / equipment which have not been specifically mentioned in this RfS but which are necessary during construction or O&M period of the plant & associated 11kV line shall be provided by the SPG without any extra cost and within the time schedule for efficient and smooth construction and O&M activities.

D.6. Completion and commissioning

6.1.1. Part Commissioning is NOT allowed for the Project. SPG, in coordination with UGVCL, shall submit commissioning certificate, issued by DISCOM committee, in accordance with all applicable regulations/policies. For the purpose of obtaining Completion certificate following documents shall be required:

a) Inspection Report of the Work(s) for all equipments / material

b) CEIG approval for the PPA Capacity.

D.7. Completion Period

7.1.1. The design, survey, supply, installation, testing and commissioning of solar power plant with associated 11 kV line connecting the solar power plant with concerned substation and RMS of solar power plant as per terms & conditions of this RfS **is to be completed within 9 (nine) months from date of execution of Power Purchase Agreement (PPA).**

7.1.2. In addition to above, the SPG shall be responsible for operation and maintenance of the SPV plant, its associated 11kV line and RMS of solar power plant for a period of 25 years from the COD (unless extended by both the parties on mutual agreement), of the plant, including insurance coverage for the installed project against natural calamities and theft.

D.8. Delay in commissioning

8.1.1. A duly constituted Committee of officials by DISCOM COMMITTEE will physically inspect the Solar Power Plant in not more than 03 days from the date of receiving a call from the SPG and certify successful commissioning of the solar power plant.

8.1.2. In case any SPG fails to achieve this milestone, UGVCL shall encash the Performance Bank Guarantee (PBG) as liquidated damages (LD) in the following manner:

Delay up to two months: LD equal to the PBG on per day basis. The no. of days in "month" for the LD calculation shall be considered as 30.

In case the commissioning of the solar power plant is delayed over two months: The complete PBG amount shall be encashed.

In case of delays of plant commissioning due to the reasons beyond the control of the SPG, Procurer / UGVCL after having been satisfied with documentary evidences produced by the SPG for the purpose, can extend the time in writing for commissioning date without any financial implications to the SPG.

D.9. Project milestones and timeline

S. No.	Milestone	Timeline
1	Issuance of Letter of Intent (LoI) to the successful bidders -SPG	T1
2	Unconditional acceptance of LoI by successful Bidder and payment of the PBG by the Bidder	T1 + 15 days
Petition filing by UGVCL to GERC for adoption of discovered levelized tariff for the solar power plant		
3	Issuance of work order to the successful bidder after approval of discovered tariff receives from GERC	T2
4	Unconditional acceptance of work order/LOA by successful Bidder	T2 + 3 days
5	submission of the "In-Principle" land documents including documents such as Agreements to Sell, Banakhat etc by SPG	T3= T2 + 90 days
6	Signing of PPA between selected bidder (SPG) and UGVCL upon submission "in principle" land document	T4
7	Submission of the final land documents after the date of signing of PPA for the entire required land duly registered by appropriate revenue authority	T4+ 4 Months
8	Completion of design, supply, installation, testing and commissioning of the SPV power plant and associated 11V line for connecting solar power plant with concerned substation	T4 + 9 months
9	Operation and maintenance of power plant andassociated 11kV line	25 years from COD (unless extended by both the parties on mutual agreement)

D.10. Clearances required from the state government and other local bodies.

a) The SPG is required to obtain necessary clearances and permits as required for setting up the Solar Power Project, including but not limited to the following:

   i. Approval for water from the concerned authority (if applicable) required for the solar power plant and/or, associated 11kV line.

   ii. Any other clearances (forest dept., etc) as may be legally required, in order to establish and operate the solar power plant and/or, associated 11kV line.

b) The above clearances, as applicable for the solar power plant and/or, associated 11 kV line, shall be required to be submitted to UGVCL prior to commissioning of the Project. In case of any of the clearances as indicated above being not applicable for the said Project, the SPG shall submit an undertaking in this regard, and it shall be deemed that the SPG has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the SPG. The SPG shall coordinate with UGVCL in case of any clarifications.

c) Any cost associated with getting the above required clearances for the project shall be borne by the SPG only.

D.11. Notice Board for display at site

a) The selected bidder will have to put a notice board (atleast 180cmx120cm) at its project site main entrance prominently displaying the following message beforedeclaration of COD:

PM-KUSUM
Scheme Feeder Level Solarization under Component-C
___ MWp Grid Connected Solar PV Project
Owned and operated by …<insert name of the selected bidder>…
Implemented by UGVCL
…<Name of location, Taluka>….., district>…, Gujarat

SECTION - E: ELIGIBILITY & QUALIFICATION

E.1. Eligibility Requirement

1.1.1. The detail of eligibility requirements is provided in the table below. The bidders arerequired to furnish the required supporting documents along with the Technical Bid.

S. No.	Criteria	Documents Required
1.1.	Bidder can be sole/ single bidder OR, JointVenture (JV) of up to 2 (two) members, with one of the members as a Lead Member	In case of JV, Deed of Undertaking
1.2.	The Bidder should have any of the following legal status: a) Body incorporated in India under the Companies Act, 2013 including any amendment thereto; OR b) Body incorporated in India under the Limited Liability Partnership (LLP) Act, 2008 including any amendment thereto;OR c) Firm registered under Partnership Act, 1932 in India; OR d) Sole Proprietor In case of JV, **all the members** must fulfill this requirement and submit the documents as per the RfS document.	a) In case of Company – Copy of Registration/ Incorporation Certificate b) In case of LLP – Copy ofDeed of Partnership c) In case of Partnership – Copy of duly registered Deed of Partnership d) In case of Sole Proprietor – Duly notarized Undertaking from Sole proprietor
1.3.	The Bidder must have the required GST Registration. In case of JV, all the members must fulfill this requirement. If one of the partners is new, then new partner should have applied for GST Registration. Bidder is to submit the proof of document containing registered application of new partner along with payment receipt of registration charges towards GST Registration. However, other partner must have valid GST Number. Bidder is responsible to submit GST number with documents in support in respect of other member, within 30 (Thirty) days from the date of opening of the Price bid. If the bidder failed to do so, EMD of the bidder will be forfeited and bid will be ineligible for any further processing	Copy of GST registration certificate with legible GSTIN.
1.4.	The Bidder must have valid PAN Number. If one of the partners is new, then new partner should have applied for PAN Registration. Bidder is to submit the proof of document containing registered application of new partner along with payment receipt of registration charges towards GST Registration. However, other partner must have valid PAN Number.	Copy of Pan Card

	Bidder is responsible to submit PAN number with documents in support in respect of other member, within 30 (Thirty) days from the date of opening of the Price bid. If the bidder failed to do so, EMD of the bidder will be forfeited and bid will be ineligible for any further processing	
1.5.	The Bidder should have Electrical contractor license in Gujarat. In case of non-availability of the same at the time of bid submission, the contractor should submit a valid electrical contractor license issued by Govt. of Gujarat within 1 month of award of contract. The bidder should submit an undertaking in this regard along with the bid. Or submit a copy of contract executed for electrical work with a contractor having a valid license. In case of JV, **any one of the members** must fulfill this requirement and submit the documents as per the RfS document.	Copy of Registration Certificate issued by Government of Gujarat
1.6.	The bidders should be qualified, not be insolvent, not be in receivership, not be bankrupt or being wound up, should not have affairs administered by a court or a judicial officer, should not have business activities suspended, should not be blacklisted or debarred by any utility / government agency, should not have a conflict of interest. In case of JV, **all the members** must fulfill this requirement.	The bidder shall provide an Undertaking as per the Format K.15. In case of JV, all the members must submit the undertaking as per the Format K.15.
1.7.	The bidder must submit a Power of Attorney (POA) authorizing a person to sign the documents on behalf of the Bidder, submit technical, commercial information and attend meetings on behalf of the Bidder. In case of JV, **all the JV members** must submit individual PoA with supporting BoD resolution, except in case of proprietor wherein only undertaking in this regard is to be submitted along with combined PoA (signed by individually authorized person of each JV member)	Sole Bidder to provide POA as per the applicable Law as provided in SECTION - K:Format K.2 In case of JV, Undertaking by JV as per the format Format K.4 and POA as per the format provided in Format K.3 Incase of Company- BR
1.8.	The bidder should have "No Conflict of Interest" as defined in SECTION - G: clause SECTION - G:5.1.5 of this RfS document. Bidders have an obligation to disclose any situation of actual or potential conflict of interest. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract. In case of JV, **all the members** must fulfill this requirement.	The bidder shall provide an undertaking as per the format provided in as per the Format K.12 In case of JV, all the members shall submit the undertaking as per the Format K.12

E.2. Qualification Requirement

The details of qualification requirements is provided in the table below. The bidders arerequired to furnish the required supporting documents along with the Technical Bid.

S. No.	Criteria	Documents Required
1.1.	**Technical Criteria**	
1.1.1.	Bidder shall have experience of execution of supply, installation and commissioning of grid connected solar power plants with cumulative capacity of 1 MWp considering capacity of individual solar plants of 10 kWp or more, during last five years with any govt. or private organization in India. In case of JV, all the partners of the JV shall collectively meet this technical criteria. In case of JV, if one partner is new, it's experience will be considered as a zero for preceding years.	1. The details of projects executed during the mentioned period should be listed in as per the format provided in Format K.9 & K.10. Attested Copy of work orders and a certificate issued by the govt. or private organization towards the satisfactory work completion to be furnished by the bidder. In absence of any supporting document(s) for any project in line with above, the project will not be considered for evaluating the requirement.
1.2.	**Financial Criteria**	
1.2.1.	The Bidder should have positive net worth for each of the last three Financial Years (FY:19-20, FY:20-21 & FY:21-22). In case of JV, at least one member must fulfill this requirement. In case of JV, if firm is new, it's Net worth and turnover will be considered as a zero for preceding years.	1. Certificate fulfilling required financial criteria in the name of Bidder duly certified by Practicing Chartered Accountant as per the format provided in Format K.11, duly mentioning UDIN 2. Firm's Annual Audited Balance sheet and Profit & Loss statement for last 3 financial years.
1.2.2.	To ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to have Minimum Average Annual Turnover during LAST 3 financial years (FY2019-20, FY 2020-21, FY2021-22) not be less than amount in Rs. mentioned against each separate individual Solar Plant in Annexure K20 for which the bidder wants to bid. If the Bidder wants to participate in the bid for the more than one solar plants, the bidder shall require to have the average annual Turnover not less than the sum of the individual separate amount mentioned against respective individual Solar plants in Annexure K20. The bidder shall ensure that the average	

	annual turnover of the bidder must be higher than the sum of the individual turn over mentioned in the bid against the solar plant selected by the bidder for bidding. In case of the turnover is less than the sum of turn over of the mentioned against the selected plants, the complete bid will be rejected and the bidder will be disqualified for the further process of bid. In case of JV, all the partners of the JVshall collectively meet this criteria.	

2.1.1. Key Information regarding Documentary proofs

a) The bidder must fill up above information clearly in enclosed sheet and attach all required documents in support as at a glance in Technical bid with all plants/location bidder want to participate.

b) If supporting documents are not attached for each eligible criterion above, the bid may be rejected without further reference.

E.3. Joint Venture Participation

3.1.1. Unless otherwise mentioned in Key Bid Data in SECTION - C:, bids submitted by a joint venture having not more than two partners with one partner as lead partner, if allowed as per stipulated Qualification Requirements, shall comply with the following requirements:

i. The bid shall include all the information required as described above for each joint venture partner.

ii. The bid shall be signed so as to be legally binding on both the partners.

iii. One of the partners responsible for performing a key component of the contract shall be designated as leader; this authorization shall be evidenced by submitting with the bid a power of attorney signed by legally authorized signatories as per Format K.3.

iv. The leader shall be authorized to incur liabilities and receive instructions forand on behalf of any and both the partners of the joint venture, and the entire execution of the contract, including payment, shall be done exclusively with theleader.

v. All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.

vi. A copy of the agreement entered into by the joint venture partners shall be submitted with the bid as per Format K.4, including interalia delineation of responsibilities and obligations of each partners appended thereto, not with standing the joint and several liability.

vii. The joint venture agreement should indicate precisely the responsibility of all members of JV in respect of planning, design, survey, manufacturing, supply, installation and commissioning.

viii. All members of JV should have active participation in execution of the contract.This should not be varied/modified subsequently without prior approval of UGVCL.

ix. In order for a joint venture to qualify, both the partners must meet the minimum criteria listed in the Qualification Requirement for the Bidder for an individual Bidder for the component of the contract they are designated to perform. Failure to comply with this requirement will result in rejection of the joint venture bid.

x. A firm can be a partner in only one joint venture; bids submitted by joint ventures including the same firm as partner will be rejected.

SECTION - F: SUBMISSION OF BIDS

F.1. Sale of RfS Document

1.1.1. RfS documents may be down loaded from web site **https:// UGVCL.nprocure.com** (For view, down load and on line submission) **and** UGVCL's web sites **www.UGVCL.com**for view & down load only). (To view the PDF file please use "Acrobat Reader" software which can be downloaded from "Adobe "website.)

F.2. Local Conditions

2.1.1. It will be imperative on each Bidder to fully acquaint himself of all local conditions and factors which may have any effect / bearing on the execution of the works covered under this RfS Document. UGVCL, shall not entertain any request for clarifications from the Bidder, regarding such local conditions, post award of contract. It must be understood and agreed that such factors have properlybeen investigated and considered while submitting the Bid. No claim for financial adjustment to the contract awarded under this RfS Document will be entertained by the UGVCL as applicable. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the UGVCL. The Contractor can take few visits of plant location to get acquainted with local conditions, if required.

F.3. Amendment of Bidding Document

3.1.1. At any time prior to the deadline for submission of the Bids, UGVCL may amend theRfS document by issuing Corrigendum/ Addenda.

3.1.2. Any Corrigendum/ Addendum issued shall be a part of the RfS document and shall becommunicated on the Bidding Portal.

3.1.3. To give prospective Bidders reasonable time in which to take a Corrigendum /Addendum into account in preparing their Bids, UGVCL may, at its discretion, extendthe deadline for the submission of the Bids.

3.1.4. Any change in date of submission and opening of bids would be published on BiddingPortal.

At any time prior to the deadline for submission of offers, UGVCL may, at its own discretion modify /add/delete/change the provision of this RfS document by amendments.

The amendment will be notified on Website. UGVCL will bear no responsibility or liability arising out of noncompliance of the same in time or otherwise.

In order to afford prospective RfS applicant's reasonable time in which to take the amendment into account in preparing their offers, UGVCL may at its discretion, extend the deadline for the submission of offers.

Such amendments, clarification etc. shall be binding on the Agency and will be given due consideration by the Agency before they submit their offers and invariably enclose such documents as a part of the offer. All such amendments will be considered as part of RfS Document.

F.4. Submission of Bid Security –EMD

4.1.1. Bidder need to submit "EMD" in the prescribed format (enclosed as Format K.1), on Non-Judicial Stamp Paper of Rs. 300/- as per Annexure-20.

Payment of EMD Can be accepted by RTGS/NEFT.

In case of payment through DD/Banker's cheque, the scanned copy of original documents shall be uploaded in preliminary stage and original copy of the same will be submitted only by Registered Post A.D. or Speed Post addressed to The Chief Engineer (P&P) ,Uttar Gujarat Vij Company Limited. Regd. & Corporate Office, Visnagar Road, Mehsana -384001 same must be submitted on or Before Schedule Date and time and ensure that Tender Number must be mentioned on the sealed cover. Otherwise the offer will not be considered (at the sole discretion of UGVCL) and no any further communication

in the matter will be entertained.

However no physical documents required if payment of tender Fee and EMD made through cash payment, RTGS & NEFT.

Any deviation found in online Data/Details/Documents in offer (e-tendering) of bidder, offer of the same bidder will not be considered and no any further communication in the matter will be entertained

F.5. Submission of Bids

5.1.1. E-procurement system as mentioned in this document shall be followed for the bidding.

5.1.2. The Bidder would ensure that all the required documents, as mentioned in this RfS Document, are submitted along with the Bid and in the prescribed format and manner only. Non-submission of the required documents or submission of the documents in different format/contents & different manner may lead to the rejections of the Bid submitted by the Bidder, without further correspondence.

F.6. Language of Bids

6.1.1. Bidders are required to furnish all information and documents as called for in this RfS document in **English Language**.

F.7. Submission of Technical Bid

It is mandatory for all the bidders to submit their tender documents on-line (e-tendering).

F.8. Submission of Price Bid:

8.1.1. **Bidders shall quote on-line their lowest levelized tariff in Rs. per kWh for selling the power generated against the respective capacity of solar power under this feeder level Solarization scheme to UGVCL for 25 years (unless** extended by both the parties on mutual agreement) from date of CoD (commercial operations date).

Solar plant wise evaluation of price bid (tariff quoted) shall be carried out for the capacity of Solar plant mentioned against respective substation.

8.1.2. The tariff has to be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is INR 1.786 / kWh, then it shall be consideredas INR 1.78 / kWh).

8.1.3. SPG to get CFA @ Rs. 1.05 Cr per MW subject to installation & commissioning of project in line with MNRE stipulated timeline and requirement. The release of CFA to the selected bidder shall be subjected to release of CFA from MNRE to UGVCL.

Further, the SPG shall give undertaking that he shall not sell power to any other buyer except the UGVCL under the agreement of this tender during the tenure of this PPA. At any point of time during the tenure of PPA, if it is found that the SPG has sold the solar power produce from the contracted solar plant strict legal action will be taken again the SPG, including stopped/black list, from Participation in future tender of MNRE in Gujarat & the SPG shall require to refund the proportionate CFA granted for the project by MNRE.

For the recovery of the Proportionate CFA, the CFA granted by MNRE for the project will be divided by 25 years to arrive at per year CFA. If any event of sell of power is found at a particular time, the amount to be recover from the SPG shall be the remaining of PPA after the event multiply by per year CFA.

The recovery of the proportionate CFA will be made through the payments of invoices or through remedies taken in accordance with applicable laws. In case of any liquidation of assets of the solar power plants prior to completion of PPA period the first charge shall be

towards recovery of the proportionate CFA granted to the project by MNRE.

8.1.4. Financial tariff offered by the bidder shall be quoted on-line in the on-line price bid schedule by the bidder on Bidding Portal before scheduled due date and time for submission of bids. Indicative price bid format enclosed as Format K.17

8.1.5. Due intimation shall be given to technically and commercially cleared bidders about date and time of opening of prices bids on bidding portal.

8.1.6. If price offer is submitted in technical bid, such bids will be rejected in technical bid evaluation stage and will not be considered for further process to conclude the bid.

F.9. Cost of Bidding:

9.1.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and UGVCL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

F.10. Alternative Bids:

10.1.1. Alternative bids shall NOT be considered at all and all such alternative bids shall be liable to be rejected.

F.11. Period of Validity of Bids:

11.1.1. Bids shall remain valid for 120 days from the date of opening of Technical Bid as prescribed by UGVCL. A Bid valid for a shorter period shall be rejected and treated as non-responsive.

11.1.2. In exceptional circumstances, UGVCL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

F.12. Format and Signing of Bid

12.1.1. The bid forms/templates/annexure etc., wherever applicable, shall be typed or written in indelible ink and shall be signed (all the pages) by a person duly authorized by Bidder to sign, in token of acceptance of all the terms and conditions of the RfS Document. This authorization shall consist of a written confirmation in the form of Power of Attorney as specified in the RfS document and shall be attached to the bid.

12.1.2. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the authorized person signing the bid.

12.1.3. The bid documents shall be properly checked before uploading for submission of Bids.

12.1.4. The bid, duly signed (digitally) by Auth. Signatory, shall be uploaded on the Bidding portal in respective file/ format.

12.1.5. Bidders must submit their bids online at Bidding Portal. Bids received by another other means except as desired in this RfS Document shall not be accepted.

12.1.6. If bids are not submitted as per the details mentioned in this RfS document and Bidding Portal, UGVCL shall reject the bid.

12.1.7. Bidders are required to carefully go through the instructions included in the RfS Document and furnish complete information, necessary documents and schedules.

12.1.8. The Bidder shall sign the bid on each page and also at the specified location. Each and every paper enclosed must be given a page no. like 1,2,3,.....etc. & a bid summary must be enclosed along with covering letter on the Letter Head of the firm in the following format:

Sr. No.	Particulars/brief of information/ schedule/ Annexure	Page No:
1.		

2.		
3		
.....		
	Total Page	

Signature of Authorized Signatory, Seal of Entity, Date and Place

F.13. Withdrawal, Substitution, and Modification of Bids

13.1.1. A Bidder may withdraw its bid or re-submit its bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at Bidding Portal, but not after bid submission end date and time.

13.1.2. Bids withdrawn in terms of 13.1.1 above shall not be opened and processed further by UGVCL.

SECTION - G: BID OPENING & EVALUATION

G.1. Bid Opening

1.1.1. UGVCL will first perform the preliminary bid opening for tender fee and Bid security/EMD. Technical bids of those bidders will be opened who are qualified in the preliminary bid. Preliminary & Technical bid opening, which is a critical event in the bidding process, shall be done online mode on the stipulated date & time.

1.1.2. After opening of Bids and till final selection of successful Bidder, no correspondence of any type will be entertained, unless called for by UGVCL. Any type of uncalled for clarifications on prices and or rebates shall not be accepted.

G.2. Confidentiality

2.1.1. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the contract award.

2.1.2. Any attempt by a bidder to influence UGVCL or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of his bid.

G.3. Clarification of Bids

3.1.1. To assist in the examination, evaluation, comparison and qualification of the bids, the UGVCL may, at its discretion, ask any bidder for a clarification regarding its bid. The UGVCL's request for clarification and the response of the bidder shall be in writing.

3.1.2. Any clarification submitted by a bidder with regard to its bid that is not in response to a request by UGVCL shall not be considered.

3.1.3. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial bids.

3.1.4. No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

3.1.5. All communications generated under this rule shall be included in the record of the procurement proceedings.

G.4. Conflict of Interest

4.1.1. UGVCL considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. In pursuance of UGVCL's procurement ethics, the bidders, suppliers, and contractors under contracts, observe the highest standard of ethics, UGVCL will take appropriate actions against the Bidder, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all Bidders found to have a conflict of interest shall be disqualified.

4.1.2. Conflict of interest will be determined in accordance with GUVNL's Purchase policy as under

Conflict of Interest among Bidders/ Agents:-

A bidder shall not have conflict of interest with other bidders for particular quoted item. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for particular quoted item, if:

a) they have proprietor/ partner(s)/ Director(s) in common; or

b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or

c) they have the same legal representative/ agent for purposes of this bid; or

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or

e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.

f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/ dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and
2. Indian/ foreign agent on behalf of only one principal.

g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.

Every bidder should, at the time of submission of bid, give a declaration, that bidder shall not have conflict of interest with other bidders for particular quoted item, as above.

4.1.3. Further, it may be considered to be in a conflict of interest with one or more parties in the bidding process if

a) they have controlling shareholders in common; or

b) it receives or have received any direct or indirect subsidy from any of them; or

c) they have the same legal representative for purposes of the Bid; or

d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of UGVCL regarding this bidding process.

G.5. Technical Bid opening and evaluation:

5.1.1. Technical Bid submitted online mode of only those bidders will be opened by UGVCL who are qualified in the preliminary bid.

5.1.2. If the above highlighted documents are received in order and as per the schedule, UGVCL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, UGVCL may seek clarifications/ additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for

meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/ additional documents sought by UGVCL within the stipulated timeline. All correspondence in this regard shall be made through email / bidding portal. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested.UGVCL shall not be responsible for rejection of any bid on account of the above.

5.1.3. The response to RfS submitted by the Bidder shall be scrutinized to establish Technical eligibility as per RfS.

5.1.4. However, it may be noted that if only one or two Bidder(s) is /are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of UGVCL. Thereafter, UGVCL will take appropriate action as deemed fit.

5.1.5. Bids having following characteristics shall be considered non-responsive and shall be liable for disqualification/rejection:-

a) Bid is not received by the due date & time and Bids is not accompanied with the required documents & schedules.

b) Bid not submitted in accordance with RfS document.

c) Bid do not meet the minimum eligibility criteria as mentioned in the biddingdocument.

d) Bids is not accompanied by Bid Security Declaration /Cost of Tender Document

e) Conditional Bid shall be rejected.

f) Proposal is not valid for at least 120 days from the date of opening of onlineTechnical Bid.

g) During validity of the Bid or its extended period, if any, Bidder increases hisquoted prices.

h) Desired certificates in the required formats in the RfS not attached by the bidder.

i) Prices not quoted in prescribed Performa /schedule.

j) Bidder has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.

k) Bidder is found to have a record of poor performance such as abandoning work, not properly completing the contract, inordinately delaying completion, being involved in major litigation or financial failures, etc.

l) Bidder failed to provide clarifications related thereto, when sought.

m) Bidder has submitted more than one bid. This will cause disqualification of all Bids submitted by such Bidders including forfeiture of the Bid Security.

n) Bidder who is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification shall be disqualified from the process at any stage.

o) Bid is not meeting any other pre-requisite as spelt out elsewhere in this document.

G.6. Financial Bid Opening:

6.1.1. Evaluation committee of UGVCL shall refer the evaluation report to the Competent Authority of UGVCL, which reserves the right to reject any Bid which is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by UGVCL in respect of such Bids.

6.1.2. The Price Bid shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical bids.

6.1.3. The Bidders which could not qualify in technical evaluation will be informed aboutthis fact. Their financial bid will be remain unopened for such Bidders.

G.7. Financial Evaluation:

Financial evaluation will be done for each plant/location

7.1.1. To evaluate a bid, UGVCL shall consider the following: -

a) The bid price as quoted in accordance with RfS document.

b) Price adjustment for correction of arithmetic errors in accordance with RfSdocument.

7.1.2. UGVCL's evaluation of a bid will exclude and not take into account any allowance for price adjustment during the period of performance of the Contract, if provided in theBid.

7.1.3. The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities.

7.1.4. if there is a discrepancy between words and figures, the amount in words shall prevail.

7.1.5. Financial offers will be arranged in the ascending order for each lot, of their levelized tariff in the respective price bid i.e. L-1, L-2, L-3, L-4, L-5, Ln.

7.1.6. If same tariff is quoted by two or more Bidders, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.

7.1.7. Further, the Bidder with the highest Tariff in the Bid will be called the "H1 Bidder".

7.1.8. If only single bid is received and no competition is found, then decision of theCompetent Committee of UGVCL for consideration of the bid will be final.

7.2. Electronic Reverse Auction

7.2.1. After evaluation for each plant/location of financial bids of the bidders in line with Clause G.7 of the RfS and subsequent amendments (if any), UGVCL will conduct electronic reverse auctioning on the discovered L1 rate.

7.2.2. If the number of bidders registered for the electronic reverse auction is less than three, to ensure effective competition, UGVCL may cancel the auction.

7.2.3. The cancellation of the auction shall be communicated promptly to each registered bidder.

7.2.4. The e-reverse auctioning for the shortlisted bidders shall be conducted on separate portal which will be informed to the bidders in advance.

7.2.5. e-reverse auctioning shall be carried out on the day as intimated by UGVCL to the eligible bidders on the lowest quoted tariff (L1) discovered after evaluation of financial bids (as per Clause G.7 of the RfS).

7.2.6. In line with Section G clause 7.1.7 and 7.1.8 of the RfS, after financial bid evaluation, the bidders shall be ranked in ascending order of price bid quoted.

7.2.7. From the above ranking, bidders eligible for the e-reverse auction shall be shortlisted by UGVCL.

7.2.8. The bidder whose bid becomes the highest evaluated value (H1) shall be eliminated, **subject to ensuring maximum five (5) bidders participation in the e-reverse auction** i.e., H1 will be eliminated if six (6) or more bidders participated in the tender.

7.2.9. In case, participation is less than or equal to five (5), all the bidders will be qualified for the e-reverse auction.

7.2.10. In case more than one bidder turn out to be H1 bidders (with the same evaluated price), all H1 bidders will be eliminated subject to ensuring five (5) bidders participation in the e-reverse auction. Due to such elimination of H1 bidders, if the available eligible bidders get reduced to less than five (5), all will be included without elimination.

7.2.11. In case there is a tie on fifth bidder, then all ties bidders on fifth bidding rate will be considered for Reverse Auction.

7.2.12. e-reverse auction TENTATIVE process (may be revised by UGVCL during intimation of the electronic reverse auction portal):

(a) At least one day prior to e-reverse auction, an advance intimation regarding the date and time of the e-reverse auction will be sent by email to all such qualified bidders which are identified by UGVCL as per the above stipulated conditions..
(b) However, this advance intimation shall not be construed by the bidders as award of contract.
(c) Post intimation through email by UGVCL, all such bidders shall be required to register on the reverse bidding portal along with payment of requisite registration fees and any other mandatory charges for participation in the e-reverse auction.
(d) The e-reverse bidding portal details along with eligible mode(s) of payment and amount for the applicable fees / charges shall be intimated separately.
(e) At least two hours before the schedule start time of e-reverse auctioning, a system generated email for invitation for e-reverse auctioning will be sent to all those bidders who were shortlisted & intimated by UGVCL as above and have timely registered on the reverse bidding portal (to be intimated later).
(f) Shortlisted bidders for e-reverse auctioning will be able to login to the e-reverse auction portal 15 minutes before the start time of e-auctioning after completing necessary formalities at the Portal and paying all requisite charges.
(g) During the e-reverse auctioning process complete transparency will be maintained. The auctioning shall be on the lowest quoted tariff (L-1) discovered during financial bid evaluation by UGVCL. Hence the L-1 price will become the start price of e-auctioning process.
(h) The tariff has to be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is INR 1.7869 / kWh, then it shall be considered as INR 1.78 / kWh).
(i) The minimum decrement step for e-Auctioning is Rs. 0.01 /- in lowest quoted tariff as per price schedule i.e. each decrement shall be in multiples of Rs**. 0.01 /- only.**
(j) Bidders can only quote any value lower than lowest quoted tariff (L-1) of e- reverse auctioning at that point of time. However, at no stage, increase in lowest quoted tariff (L-1) will be permissible.
(k) The initial auctioning period will be **of 30 (thirty) minutes** with a provision of auto extension by **five (5)** minutes from the scheduled/ extended closing time if any fresh bid is received in **last five (5)** minutes of auctioning period or extended auctioning period.
(l) If no valid bid is received during last **Five (5)** minutes of auctioning period or extended auctioning period, then the e-reverse auctioning process will get closed and the last offered L1 rate i.e. further no bidders responds within the time limit, shall become RL-1 rate.

7.2.13. Selection of Successful Bidder:

(a) The bidders shall be arranged in the ascending order with lowest quoted tariff i.e RL-1, RL-2 and so on after the reverse auction.
(b) The RL-1 will be selected as successful bidder and subsequently, contractual documentation shall be initiated as per the conditions stipulated in the RfS document.
(c) In all cases, UGVCL's decision regarding selection of bidder through e-reverse auctioning or other-wise based on First Round quotation (financial bids) or annulment of tender process shall be final and binding on all participating bidders.

UGVCL at its own discretion, has the right to reject any or all the Bids without assigning any reason whatsoever, at its sole discretion.

G.8. Negotiations

8.1.1. Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shallbe sought in the pre-bid stage itself.

8.1.2. The Competent Committee appointed by UGVCL shall have full powers to undertake negotiations in case where single bid is received. Detailed reasons and results of negotiations shall be recorded in the proceedings.

8.1.3. Negotiations shall not make the original offer made by the bidder inoperative. The Competent Committee shall have option to consider the original offer in case the bidder decides to increase tariff originally quoted or imposes any new terms or conditions.

8.1.4. **In case of non-satisfactory achievement of tariff from single bidder, the Competent Committee may choose to make a written counter offer to the single bidder and work / supply order be awarded to the bidder if he accepts the counter-offer. UGVCL shall carryout reverse auction for locations as per above condition G.7.2.**

8.1.5. In case the tariff even after the negotiation is considered very high, fresh bids shall be invited.

G.9. Right to Reject by UGVCL

9.1.1. UGVCL 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 obligation to inform the affectedBidder or bidders of the grounds for UGVCL's action.

SECTION - H: AWARD OF CONTRACT

H.1. LOI and Award of contract

1.1.1. Based on the results of the financial evaluation, UGVCL shall identify the L1 Bidder i.e. bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, after reverse auction further provided that the Bidder is determined to be qualified, as per the Qualification Requirement specified in RfS document to perform thecontract satisfactorily.

1.1.2. The Bidder with the lowest quoted tariff after completion of e-reverse auction process shall be selected as the Successful Bidder (SPG) as per condition G.7.2.

1.1.3. A Letter of Intent (LOI) will be issued to the Successful bidder SPG after completion of the selection process.

H.2. GERC approval

2.1.1. The bidders should note that after discovery of L1 price and completion of negotiations on the same with bidder(s), Work order and further contract processing will be done with the successful bidder only after adoption of discovered L1 levelizedtariff by GERC.

2.1.2. For this, UGVCL shall file petition for the adoption of the discovered levelized tariff.

H.3. Performance Bank Guarantee

3.1.1. The successful bidder shall be required to furnish Performance Bank Guarantee as mentioned in Annexure K20 within **15 days** from the date of issue of LOI. The Performance bank guarantee shall be returned after 2 months of commissioning of the project.

3.1.2. The Performance Bank Guarantee shall be in the Form of unconditional Bank Guarantee as per the Format K.16 in favour of "The Chief Engineer (P&P), UGVCL, Mehsana" and to be submitted at the office of The Chief Engineer (P&P), UGVCL, Mehsana.

3.1.3. It shall be responsibility of selected bidder to get the PBG extended, if required, such that it is valid till 2 months after date of commissioning of project.

3.1.4. Work order shall not be issued due to Non submission of PBG within the above mentioned timelines:

3.1.5. The selected bidder shall furnish the PBG from any Scheduled / Nationalized Banks (in a standard format prescribed by UGVCL) as notified vide finance department of Govt. of Gujarat GR no.: EMD/4/2022/0002/DMO dated 20/05/22 and further amendments if any. CORPORATE GUARANTEES NOT ALLOWED

3.1.6. In case of award of the contract to a Joint Venture, the Bank Guarantees for performance bank guarantee shall be submitted in the name of all the partner(s) of the Joint Venture "OR" in the name of Lead/other Partner in the Joint Venture submitting the bid.

3.1.7. The BG for performance bank guarantee shall be executed on Gujarat Non-Judicial Stamp Paper worth Rs.300/-.

H.4. Forfeiture of Performance bank guarantee:

4.1.1. Apart from cases mentioned in the RfS regarding forfeiture of Performance bank guarantee, the Performance bank guarantee amount in full or part may also be forfeited in the following cases:

a) Non-submission of Land document in prescribed time limit

b) Failure in executing the PPA

c) When the terms and conditions of contract is breached / infringed by the SPG

d) When contract is being terminated due to non-performance by the SPG

Notice of reasonable time will be given in case of forfeiture of Performance bank guarantee

deposit. The decision of the UGVCL, as applicable, in this regard shall be final.

4.1.2. No interest will be paid by UGVCL on the amount of Performance bank guarantee.

H.5. Signing of PPA:

5.1.1. After approval of the GERC for the adoption of the discovered levelized tariff and payment of the PBG by SPG, the Work Order will be placed the concerned SPG against the respective solar plant.

5.1.2. The SPG shall ensure submission of the "In-Principle" land documents including documents such as Agreements to Sell, Banakhat etc. within **90 days from** the date of issuance of work order after which PPA shall be signed by UGVCL with the SPG.

5.1.3. Power Purchase Agreement (PPA) as per the enclosed format of PPA in Annexure-K18 shall be signed after submission of the "In-Principle" land documents including documents such as Agreements to Sell, Banakhat etc. within 90 days from the date of issuance of work order by UGVCL with the SPG The PPA shall be valid for a period of 25 years from COD as per provisions of PPA. Any extension of the PPA period beyond 25 years shall be through mutual agreement between the SPG and UGVCL.

5.1.4. Further, the SPG shall submit the final land documents within the period of **4 months** after the date of signing of PPA for the entire required land duly registered by appropriate revenue authority

5.1.5. If the bidder, whose bid has been accepted, fails to furnish the required PBG or fails to sign a PPA within specified period, UGVCL shall take action against such bidder. UGVCL may, in such case, may cancel the tender process or if it deems fit, offer the discovered tariff to the next lowest or most advantageous bidder for acceptance, in accordance with the criteria and procedures set out in this RfS.

5.1.6. The bidder shall execute the PPA on a non-judicial stamp of Gujarat State of value worth Rs. 300/- and submitted the same to the office of Chief Engineer (P&P), UGVCL. All expenditure towards execution of Bank Guarantees shall be borne by the SPG.

H.6. Reservation of Rights

6.1.1. To take care of unexpected circumstances, UGVCL shall reserve the rights for the following:

a) Extend the closing date for submission of the bids.
b) Amend the bidding requirements at any time prior to the closing date, with the amendment being notified to prospective bidders.
c) Seek information from or negotiate with single bidder
d) Discontinue negotiations at any time with any bidder.
e) Allow a bidder to change its Technical proposal if the same opportunity is givento all bidders.
f) Terminate or abandon the Tender procedure or the entire Project whether before or after the receipt of Bids.
g) Make enquiries of any person, company or organization to ascertain information regarding the bidder and its Bid.
h) Reproduce for the purposes of the procedure the whole or any portion of the Bid despite any copyright or other intellectual property right that may subsist in the Bid.

SECTION - I: BILLING AND PAYMENT CONDITIONS

The conditions in this section are as per the Article 10 of PPA mentioned here under:-

10.1.1 Energy measurement for Monthly billing

a) The SPG shall raise the invoice after issuance of State Energy Account by SLDC each month and submit the relevant extracts thereof along with the monthly invoice.

b) Subsequently, the SPG shall furnish the joint meter reading report (JMR)/Energy Account, duly verified by its authorized representative and concerned Executive Engineer, along with downloaded CMRI data (of all three meters) of 15 minutes time block to The Chief Engineer SLDC, Vadodara, through courier and/or e-mail along with the Monthly Bill (final energy net of import and export, multiplied by the Rs. per kWh tariff as per PPA and reactive power charges compensation) on the same day (i.e. 1st day of the month).

c) Subsequently, the SPG shall furnish the joint meter reading report (JMR)/Energy Account, duly verified by its authorized representative and concerned Executive Engineer(O&M) Division, along with downloaded CMRI data (of all three meters) to The Chief Engineer (P&P) UGVCL, through courier and/or e-mail along with the Monthly Bill (final energy net of import and export, multiplied by the Rs. per kWh tariff as per PPA and reactive power charges or any other charges compensation) on the same day (i.e. 1st day of the month).

d) Provided that:

i. if the date of commencement or supply of power falls during the period between the first (1st) day and up to and including the fifteenth (15th) day of a Month, the first Monthly Bill shall be issued for the period until the last day of such Month, or

ii. if the date of commencement of supply of power falls after the fifteenth (15th) day of a Month, the first Monthly Bill shall be issued for the period commencing from the Delivery Date until the last day of the immediately following Month.

e) Provided further that if a Monthly Bill is received on or before the second (2nd) day of a Month, it shall be deemed to have been received on the second (2nd) Business Day of such Month.

f) Provided further that if a Monthly Bill for the immediately preceding Month is issued after 1st day of the next Month, the Due Date for payment of such Monthly Bill shall be extended accordingly.

g) The monthly bills shall be raised by SPG only after issuance of State Energy Account by SLDC.

10.1.2 Inspection and Testing of Meters

a) UGVCL and SPG shall jointly inspect and if necessary, recalibrate the metering system on a regular basis but in any event, at least once every year or at a shorter interval at the request of any of the two parties.

b) Each Meter comprising the metering system shall be sealed by UGVCL, and shall be

opened, tested or calibrated in the presence of both the parties.

10.1.3 Inaccuracy of Meters

a) In case the difference between the energy recorded in the main meter and the check meter for any calendar month is within 0.5%, the energy recorded in the main meter shall be taken as final.

b) However, if the variation exceeds ±0.5%, following steps shall be taken:

i. Both interface meters (Main as well Check) and metering system shall be tested and checked.

ii. Re-Calibration of both meters at site with reference standard meter of accuracy class higher than the meter under test, if no issues found in step (a) above.

iii. On carrying out the re-calibration of the main meter, if it is discovered that either the percentage of inaccuracy exceeds ±0.5% or that the main meter is not working, the following procedure in order of priority, whichever is feasible, for arriving at the computation of quantity of energy during the period between the last calibration and the present, shall be followed:

- On the basis energy recorded in the check meter if installed and functioned accurately; or
- By correcting the error, if the percentage of error is ascertainable from calibration, tests or mathematical calculation

iv. The correction to the quantity of energy injected shall apply to the following periods (hereinafter referred to as the "Correction Period"):

- To any period of time during which the main meter was known to be malfunctioning or to which the parties mutually agree;
- If the period during which the main meter was malfunctioning is not known or is not agreed to between the parties, the correction shall be applicable for a period equal to half the time elapsed since the date of the preceding calibration test, provided that under no circumstance shall the Correction Period exceed one month.

v. If the difference exists even after such checking or testing, then thedefective meter(s) shall be replaced with a tested meter.

vi. In case of conspicuous failures like burning of meter and erratic display of metered parameters and when the error found in testing of meter is beyond the permissible limit of error provided in the relevant standard, the meter shall be immediately replaced with a tested meter.

vii. In case where both the Main meter and Check meter fail, energy recorded in the Standby meter shall be considered as final and at least one of the meters shall be immediately replaced by a tested meter.

10.1.4 General

a) From the Commercial Operations Date of the solar power plant, UGVCL shall pay to the Successful SPG the monthly Tariff Payments subject to the adjustments as per provisions of the PPA and submission of following documents:

i. Monthly bill (Injection /Schedule at delivery point as certified by SLDC multiplied by the Rs. per kWhtariff as per PPA)

ii. Relevant Extracts of State Energy Account.

b) All Tariff Payments by UGVCL shall be in Indian Rupees.

c) The SPG shall be required to make arrangements and payments for import of energy (if any) as per applicable regulations.

Reactive power charges or any other charges as per CERC/ GERC regulationsshall be payable by SPG as per provisions of PPA.

10.1.5 Delivery and Content of Monthly Bills/Supplementary Bills

a) The SPG shall issue to UGVCL hard copy of a signed Monthly Bill for the immediately preceding Month based on the State Energy Account along with all relevant documents (payments made by selected bidder for drawl of power, payment of reactive energy charges, Metering charges or any other charges as per regulations of CERC/GERC shall not be a part of bill raised by SPG to UGVCL)

b) Each Monthly Bill shall include all charges as per the Agreement for the energy supplied for the relevant Month based on State Energy Account. The Monthly Bill amount shall be the product of the energy as per Energy Accounts and the applicable levelized tariff. Net energy import from the grid shall be billed at HTP-III tariff.

10.1.6 Payment of Monthly Bills

a) On receipt of JMR/Energy Account along with CMRI data (of both meters) and bill, Superintending Engineer (Regulation) UGVCL shall verify the readings and subsequent share the same along with original bill and other relevantdocuments to UGVCL.

UGVCL shall make payment of the amounts due in Indian Rupees within thirty (30) days from the date of receipt of the Tariff Invoice by the Chief Engineer (P&P) UGVCL.

b) As defined under the PPA, Due Date of Payment" in respect of a Tariff Invoice means the date, which is 30 (thirty) days from the date of receipt of such invoices by the designated official of the UGVCL. The Tariff Invoice shall include relevant documents.

All payments required to be made under this Agreement shall also include any deduction or set off for:

i. deductions required by the Law; and

ii. Amount claimed by UGVCL, if any, from the SPG, will be adjusted from the monthly energy payment.

iii. Charges for net import of energy by the solar plant from the grid shall be as per HTP-III Tariff as per GERC

a) The SPG shall open a bank account (if not having any bank account) for all Tariff Payments to be made by UGVCL to the SPG and notify UGVCL of the details of such account at least sixty (60) Days before the dispatch of the first Monthly Bill.

10.1.7 Late Payment Surcharge

(1) For payment of Monthly bill by UGVCL, if paid after Due Date of Payment, a late Payment charge shall be payable by UGVCL to the SPG on the payment outstanding after the due date at the base rate of Late Payment Surcharge

applicable for the period for the first month of default.

(2) The rate of Late Payment Surcharge for the successive months of default shall increase by 0.5 percent for every month of delay provided that the Late Payment Surcharge shall not be more than 3 percent higher than the base rate at any time.

(3) Provided that the rate at which Late Payment Surcharge shall be payable shall not exceed the rate of seven (7) percent in excess of the SBI 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum / any replacement thereof by SBI, on the amount of outstanding payment, calculated on a week or part thereof basis viz. (SBI MCLR rate + 7%)

$$= \frac{\text{(SBI MCLR rate + 7\%)}}{52} \quad \text{per week or part thereof.}$$

(4) Provided further that all Payments shall be first adjusted towards Late Payment Surcharge and thereafter, towards monthly charges, starting from the longest overdue bill.

(5) The Late Payment Surcharge shall be claimed by SPG through the supplementary bill.

(6) The Late Payment Surcharge shall be governed as per the provisions of Electricity (Late Payment Surcharge) Rules, 2021 issued by Ministry of Power, Government of India vide notification dated 22.02.2021 and subsequent amendments or replacements thereof issued from time to time.

10.1.8 Rebate

a) For payment of any Bill on or before Due Date, the following Rebate shall be paid by the SPG to UGVCL in the following manner and the SPG shall not raise any objections to the payments made under this article.

i. For payment of Monthly Bill by UGVCL, if paid before Due Date of Payment, a Rebate shall be deducted by UGVCL at the rate of seven (7) percent in excess of the applicable SBI 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum / any replacement thereof by SBI, on the amount paid before due date, calculated on a week or part thereof basis viz.

$$= \frac{\text{(SBI MCLR rate + 7\%)}}{52} \quad \text{per week or part thereof.}$$

10.1.9 Payment of Supplementary Bills

a) Either party may raise a ("Supplementary Bill") for payment on account of adjustments required by the Energy Accounts (if any) and such Supplementary Bill shall be paid by the other Party.

b) The Parties shall remit all amounts due under a Supplementary Bill to the Designated Account by the Due Date.

c) The Rebate and Late Payment Surcharge shall be applicable at the same terms applicable to the Monthly Bill.

10.1.10 Payment Security Mechanism

Letter of Credit (LC):

a) UGVCL shall provide to the SPG, in respect of payment of its Monthly Bills and/or Supplementary Bills, a monthly unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), opened and maintained which may be drawn upon by the SPG in accordance with the PPA.

b) Not later than one (1) Month before the start of supply, UGVCL through ascheduled bank open a Letter of Credit in favour of the SPG, to be made operative from a date prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) Months and shall be renewed annually, for an amount equal to:

   i. for the first Contract Year, equal to the estimated average monthly billing;

   ii. for each subsequent Contract Year, equal to the average of the monthly billing of the previous Contract Year.

c) Provided that the SPG shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill and/or Supplementary Bill, and shall not make more than one drawal in a Month.

d) Provided further that if at any time, such Letter of Credit amount falls short of the amount specified above due to any reason whatsoever, UGVCL shall restore such shortfall within fifteen (15) days.

e) UGVCL shall cause the scheduled bank issuing the Letter of Credit to intimatethe SPG, in writing regarding establishing of such irrevocable Letter of Credit.

f) UGVCL shall ensure that the Letter of Credit shall be renewed not later than its expiry.

g) All costs relating to opening, maintenance of the Letter of Credit shall be borne by the SPG.

h) If UGVCL fails to pay undisputed Monthly Bill or Supplementary Bill or a part thereof within and including the Due Date, then, subject to above, the SPG may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from UGVCL, an amount equal to such Monthly Bill or Supplementary Bill or part thereof, in accordance with above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:

   i. a copy of the Monthly Bill or Supplementary Bill which has remained unpaid to SPG and;

   ii. a certificate from the SPG to the effect that the bill at item (a) above, or specified part thereof, is in accordance with the Agreement, is not disputed and hasremained unpaid beyond the Due Date;

10.1.11 Disputed Bill

a) If UGVCL does not dispute a Monthly Bill or a Supplementary Bill raisedby the SPG within thirty (30) days of receiving such Bill shall be taken as conclusive.

b) If UGVCL disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay undisputed amount of the invoice amount and it shall within fifteen 30 days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:

   i. the details of the disputed amount;

   ii. its estimate of what the correct amount should be; and

   iii. all written material in support of its claim.

c) If the SPG agrees to the claim raised in the Bill Dispute Notice, the SPG shall revise such Bill and present along with the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the disputing Party to the invoicing Party and up to and including the date on which such payment has been received as refund.

d) If the SPG does not agree to the claim raised in the Bill Dispute Notice, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to UGVCL (i.e. office of Superintending Engineer (Solar), UGVCL) providing:

i. reasons for its disagreement;

ii. its estimate of what the correct amount should be; and

iii. all written material in support of its counter claim.

e) Upon receipt of the Bill Disagreement Notice by Superintending Engineer (Regulation), UGVCL, authorized representative(s) or a director of the board of directors/ member of board of the UGVCL and SPG shall meet and make best endeavours to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

f) If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice, the matter shall be referred to Dispute resolution in accordance with Article 16 of PPA.

g) For the avoidance of doubt, it is clarified the despite a Dispute regarding an invoice, UGVCL shall, without prejudice to its right to Dispute, be under an obligation to make payment of undisputed amount of the invoice amount in the Monthly Bill.

SECTION - J: OTHER TERMS AND CONDITIONS

J.1. Jurisdiction of Contract

1.1.1. The laws applicable to the Contract shall be the Laws in force in India. The court at Mehsana District i.e. city where the Corporate Office of UGVCL is situated shall have exclusive jurisdiction in all matters arising under this contract.

J.2. Change in Laws & Regulations

2.1.1. Change in Law conditions shall be applicable as mentioned in the Power Purchase Agreement

2.1.2. In addition to the receipt of applicable CFA from MNRE for the SPV plant, the Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional custom and Excise Duties, Tax Holidays etc. if available for such Projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity isbeing provided to all bidders at the time of tendering itself, it is up to the bidders to avail various tax and other benefits. No claim shall arise on UGVCL for any liability if bidders are not able to avail any available fiscal incentives and this will not have any bearing on the applicable tariff.

2.1.3. If the Project is transferred or sold to a third party during its tenure (after initial lock in period of 1 year after COD), UGVCL will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honor all the obligations and terms & conditions of the PPA.

J.3. Min. Generation Guarantee

3.1.1. The Selected bidder shall provide a minimum generation guarantee corresponding to a capacity utilization factor (CUF) of 19% (the “Guaranteed CUF”) with respect to the AC capacity of the PV system.

3.1.2. This Guaranteed CUF shall be calculated on an annual-basis and shall be verified by UGVCL at the end of each year during the 25 (twenty-five) years operation period or any extension thereof on mutual agreement.

3.1.3. **There shall be no year-on-year reduction on the Guaranteed CUF during the 25 (twenty-five) year's period**.

3.1.4. Right to Contracted Capacity & Energy

UGVCL, in any Contract Year shall not be obliged to purchase any additional energy from the SPG beyond the contract capacity. If for any Contract Year except for the first year of operation, it is found that the SPG has not been able to generate and supply minimum energy of **as mentioned against Solar power plant as mentioned in Annexure K20 in KWH (Units) (corresponding to 19% minimum CUF) for respective Feeder(s) level Solar plant** during the term of the agreement, on account of reasons solely attributable to the SPG, the non-compliance by SPG shall make the SPG liable to pay the compensation. UGVCL shall not be obliged to purchase energy in excess of maximum CUF of 30% during any contract year. If _UGVCL decides to purchase the excess energy beyond CUF of 30%, the payments for such excess energy shall be made at 75% of the PPA tariff. For the first year of operation, the above limits shall be considered on pro-rata basis. The lower limit will, however be relaxable by UGVCL to the extent of grid non-availability for evacuation which is beyond the control of the SPG.

This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The amount of such penalty would ensure that the UGVCL is offset for all potential costs associated with low generation and supply of power under the PPA. **The compensation payable to UGVCL by the SPG shall be 25% (twenty-five percent) of the cost of this shortfall in energy terms, calculated at PPA tariff.** This compensation shall not be applicable in events of Force Majeure identified under PPA.

At any point of time block, the peak of capacity shall not reach higher than the contracted capacity at the point where power is injected in the grid. The SPG shall forego the excess generation and reduce the output to the contract capacity and shall be required to pay the penalty/charges in case of failure to do so. The SPG shall install adequate protection equipment at the interconnection point to avoid excess energy feeding into the grid and failure to do so shall entitle DISCOM to not pay for the additional energy over and above the contracted capacity.

3.1.5. Generation compensation for Off-take constraints

a. Generation Compensation in offtake constraints due to Grid Unavailability: Duringthe operation of the plant, UGVCL shall endeavor to ensure **95% of grid availability** in a contract year, however, there can be some periods where the Project can generate power but due to temporary transmission unavailability, the power is not evacuated, for reasons not attributable to the SPG. In such cases, subject to the submission of documentary evidences from the competent authority, the generation compensation shall be restricted to the following and there shall be noother claim, directly or indirectly against UGVCL:

Duration of Grid unavailability	***Provision* for Generation Compensation**
Grid unavailability in excess of 5% in a contract year as defined in the PPA (only period from 8 am to 6 pm to be counted):	***Generation Loss = [(Average Generation per hour during the Contract Year) × (number of hours of grid unavailability during the Contract Year)]*** Where, Average Generation per hour during the Contract Year (kWh) = Total generation in the Contract Year (kWh) ÷ Total hours of generation in the Contract Year.

The excess generation beyond 19% CUF by the SPG equal to this generation loss shall be procured by UGVCL at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.

b. Offtake constraints due to Backdown: In the eventuality of backdown, subject to the submission of documentary evidences from the competent authority, the SPG shall be eligible for a minimum generation compensation, from UGVCL, restricted to the following and there shall be no other claim, directly or indirectly against UGVCL.

Duration **of Backdown**	***Provision* for Generation Compensation**
Hours of Backdown during a monthly billing cycle.	***Mininum Generation Compensation = 100% of [(Average Generation per hour during the month) X (number of backdown hours during the month)] X PPA tariff*** Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month

The SPG shall not be eligible for any compensation in case the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions. The Generation Compensation shall be paidas part of the energy bill for the successive month after JMR.

J.4. Other Key Responsibilities

4.1.1. MNRE/ UGVCL Inspection & Reporting

a) The Ministry officials or designated agency may inspect the ongoing installation or installed plants. In case the installed systems are not as per standards, non- functional on account of poor quality of installation, or non-compliance of AMC, the Ministry reserves the right to blacklist the selected bidder. Blacklisting may inter-alia include the following:

i) The SPG will not be eligible to participate in tenders for Government supported projects.

ii) In case, the concerned Director(s) of the SPG joins another existing or starts/joins a new firm/company, the company will automatically be blacklisted.

b) The SPG shall be responsible for providing daily / weekly / monthly or customized information regarding progress of projects required by UGVCL / MNRE, online or in hard copy. For which the SPG is also responsible for maintaining online & off-line records.

c) Assist UGVCL with a real-time monitoring dedicated web-portal (SEDM).

J.5. Code of Integrity

5.1.1. All the officers or employees of UGVCL shall:

a) maintain an unimpeachable standard of integrity both inside and outside their office

b) act in accordance with the provisions of the Act, these rules, guidelines issued under the Act and instructions

c) not allow any bidders to have access to information on a particular procurement, before such information is available to the public at large

d) not intentionally use unnecessarily restrictive or "tailored" specifications, terms of reference or statements of work that can discourage competition

e) not solicit or accept any bribe, reward or gift or any material benefit of any directly or indirectly promise of future employment from anyone, who has sought or is seeking procurement from UGVCL.

f) not have a financial interest in any bidder(s) responding to UGVCL's bidding process and any person having financial interest in any bidder shall not participate in this tender process

g) not disclose proprietary and source selection information, directly or indirectly, to any person other than a person authorised to receive such information

h) treat all bidders in a fair and equitable manner in line with the principle of fairness, integrity and transparency in the procurement process

i) provide all bidders identical information at the same time, during the biddingprocess;

j) apply the same criteria of evaluation as specified in the bidding documents, bidder registration documents or pre-qualification documents and under no circumstances new evaluation criteria shall be introduced during the evaluation process

k) not entertain any favour, recreation, presents, services, etc. from the bidders or prospective bidders

l) protect the interests of the UGVCL under all circumstances while dealing with information and information sources

m) maintain confidentially of all bids

n) ensure that the selection of bidder is as per the RfS document and is notinfluenced by personal reasons attributable to concerned officials in any manner

o) Disclose conflict of interest, if any.

5.1.2. Any Bidder participating in Tender process shall:

a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process

b) not misrepresent or omit information that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation

c) not indulge in any collusion, bid rigging or anticompetitive behaviour to impair the transparency, fairness and progress of the Tender process

d) not misuse any information shared between UGVCL and the bidders with an intent to gain unfair advantage in the Tender process

e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the Tender process;

f) not obstruct any investigation or audit of a Tender process

g) disclose conflict of interest, if any; and

h) disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

J.6. Breach of code of integrity by the bidder

6.1.1. In case of breach of any provision of the code of integrity by a bidder or prospective bidder, as the case may be, UGVCL may take appropriate action in accordance with the provisions.

J.7. Vexatious Appeals & Complaints

7.1.1. Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint with the intention of delaying or defeating any procurement or causing Loss to UGVCL or any other bidder, shall be punished with fine as per the laws of land.

UGVCL's Bank Details for issuance of Bank Guarantee through SFMS platform towards EMD/PBG/SD etc.
Name of Company-Uttar Gujarat Vij Company Ltd. Bank Name:-Bank of Baroda
Account Number:-01520500013524
IFS code-BARB0MEHSAN (FIFTH letter is ZERO)
Type of Account-Cash Credit.

SECTION - K: EMD Bank Guarantee Format

K.1. EMD Bank Guarantee Format

(To be submitted by bidder on non-judicial stamp paper of Rs. 300/- and its scanned copy is to be submitted in 'on-line' on the bidding platform)

For RFS No: UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-22

WHEREAS M/s. _____ (name & address of the Firm) having their registered office at _____ (address of the firms Registered Office) (hereinafter called the 'RFS Documenter') wish to participate in the RFS Document No. _____ for_____ of (Supply / Erection / Supply & Erection Work) (Name of the material / equipment / Work) for _____ Uttar Gujarat Vij Company Ltd and WHEREAS a Bank Guarantee for (hereinafter called the "Beneficiary") Rs._____ (amount of EMD) valid till _____ (mention here date of validity of this Guarantee which will be **6 (SIX)** months from the schedule date of opening of the RFS Document. **be submitted by the RFS Documenter along with the RFS Document.**

We, _____ (name of the Bank and address of the Branch giving the Bank Guarantee) having our Registered Office at _____ (address of Bank's Registered Office) hereby give this Bank Guarantee No. _____ dated _____ and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Uttar Gujarat Vij Company Ltd or any Officer authorized by it in this behalf any amount not exceeding Rs. _____ (amount of E.M.D.), (Rupees _____ _____ (in words) to the said Uttar Gujarat Vij Company Ltd on behalf of the RFS Documenter.

We _____ (name of the Bank) also agree that withdrawal of the RFS Document or part thereof by the RFS Documenter within its validity or Non-submission of Security Deposit by the RFS Documenter within one month from the date RFS Document or a part thereof has been accepted by the Uttar Gujarat Vij Company Ltd would constitute a default on the part of the RFS Documenter 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 RFS Documenter 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 _____ (mention here the date of validity of Guarantee) and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of RFS Documenter 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 RFS Documenter and the UGVCL.

"Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. UGVCL/GUVNL 's Subsidiaries). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly."

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to Rs. _____ (Amt. of E.M.D.) (Rupees _____) (in words). Our Guarantee shall remain in force till _____ (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ ***(Date of validity of the Guarantee)***, all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date:

Please Mention here Complete Postal Signature of the Bank's Address of the Bank with Branch Code,
Authorized Signatory
Telephone and Fax Nos.
Official Round Seal.

Note: The Banks shall be the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time.

K.2. Power of Attorney in favour of Authorized Signatory (In Case of Bidder is Single Entity)

{On Non-Judicial Stamp Paper of Rs. 300/- attested by Notary Public/ First Class Magistrate}

The Bidder is required to submit the Power of Attorney in the Format as per the applicableLaw.

K.3. Power of Attorney in favour of Authorized Signatory (In Case Bidder is Joint Venture)

{On Non-Judicial Stamp Paper of Rs. 300/- attested by Notary Public/ First Class Magistrate}

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder ……
……have formed a Joint Venture under the laws of …….. and having our Registered Office(s) / Head Office(s) at …… (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s …… being the Partner in-charge do hereby constitute, nominate and appoint M/s…… a Company incorporated under the laws of …….. and having its Registered/Head Office at …….. as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to "Bid Specification" for the work of Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected **Feeder level** solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV MALPUR (Palnt-2) substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS).under NIT No: UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-22, for which bids have been invited by Uttar Gujarat Vij Company Limited("UGVCL") undertake the following acts:

i. To submit proposal and participate in the aforesaid Bid Specification of UGVCL on behalf of the "Joint Venture".

ii. To negotiate with UGVCL the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the UGVCL for and on behalf of the "Joint Venture".

iii. To do any other act or submit any document related to the above.

iv. To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default byall the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the period to complete all the Scope of Work awarded under the terms of Bid Specification/ Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorised Representatives/Partner in-charge quotes in the bid and negotiates with UGVCL and signs the Contract with UGVCL and/orproposes to act on

behalf of the Joint Venture by virtue of this Power of Attorneyand the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this ..... day of.....under the Common Seal(s) of their Companies.

For and on behalf of the

Partners of Joint Venture

.....

.....

.....

The Common Seal of the above Partners of the Joint Venture: The

Common Seal has been affixed there unto in the presence of:WITNESS

1. Signature.....

   Name .....

   Designation .....

   Occupation .....

2. Signature.....

   Name .....

   Designation .....

   Occupation .....

Note:

1. For the purpose of executing the Agreement, the non-judicial stamp papers ofappropriate value shall be purchased in the name of Joint Venture.
2. The Agreement shall be signed on all the pages by the authorised representatives of each of the partners and shall invariably be witnessed.

K.4. Undertaking by the Joint Venture Partners (In Case Bidder is Joint Venture)

{On Non-Judicial Stamp Paper of Rs. 300/- attested by Notary Public/ First Class Magistrate}

THIS JOINT DEED OF UNDERTAKING executed on this ……. day of.....Two Thousand and ……..... by M/s ..... ……a company incorporated under the laws of…… ……and having its Registered Office at.....(hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s…… ……a company incorporated under the laws of ……..and having its Registered Office at…….. (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the "Bid Specification" for the work of Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected **Feeder level** solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11Kv MALPUR (Palnt-2) substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS). under NIT No: UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-22, the bids for which have been invited by Uttar Gujarat Vij Company Limited("UGVCL")WHEREAS the Party No.1 and Party No.2 have entered into an Agreement dated.....

AND WHEREAS UGVCL has invited bids as per the above mentioned Bid Specification for the work of Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected **Feeder level** solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV MALPUR (Palnt-2) substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS). under NIT No: UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-22

AND WHEREAS SECTION - E:(1.1.1) forming part of the RfS document, inter-alia stipulates that an Undertaking of upto two qualified entities as partners in a Joint Venture, meeting the requirements of Eligibility & Qualification Criteria SECTION - E:, as applicable may bid, provided, the Joint Venture fulfils all other requirements under SECTION - E: and in such a case, the Bid Formats shall be signed wherever applicable and as required by RfS document either by the Authorized Signatory (appointed by a Power of Attorney executed by all partners of Joint Venture) and/or all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Performance bank guarantee will be as per the format enclosed with the RfS document without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to UGVCL vide Bid No ..... (Reference No: of Bid submitted by Bidder) dated ……. by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of RfS document, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by UGVCL to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the **Party No.1**, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound onto UGVCL for the successful performance of the Contract and shall be fully responsible for successful completion and performance of Scope of Work as provided in Contract in accordance with the terms and conditions specified in the Contract.

2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.

3. Further, if UGVCL suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, theParty(s) of these presents undertake to promptly make good such loss or damages caused to UGVCL, on its demand without any demur. It shall not be necessary or obligatory for UGVCL to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), UGVCL can proceed against anyof the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to UGVCL.

4. The financial liability of the Parties of this Deed of Undertaking to the UGVCL, as applicable, with respect to any of the claims arising out of the performance or non- performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.

5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix – ….. *(to be suitably appended by the JV Partners alongwith this Undertaking in its bid)* to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.

6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture forsubmission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture,other than the express provisions of the Contract.

7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.

8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract Performance bank guarantee from a bank in favour of UGVCL in the currency/currencies of the Contract.

9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till UGVCL discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of …….
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated …….

For Lead Partner (Party No.-1)
For and on behalf of M/s
……..

Name …….
Designation …….
Signature …….

(Signature of the authorized representative)

WITNESS:
I. ……
II. ……

Common Seal of …….
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated …….

For Party No.-2
For and on behalf of M/s……..

Name …….
Designation …….
Signature …….

(Signature of the authorized representative)

WITNESS:
I. ……
II. ……

Note:

1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Undertaking shall be signed on all the pages by the authorized representatives of each of the partners and shall invariably be witnessed.
3. Attach the Appendix…..as mentioned in the Clause 5 of this Deed of Undertaking.

K.5. Bid Submission Letter/Undertaking

(On Letterhead of Bidder/ Lead Member of JV)

From:

(Full name of Bidder / Lead Member of JV) …….
Address of the Organization…….
Name of Authorized Signatory: ……
Designation: ……
Email ID: ……
Phone / Mobile No.: ……

To:

The Chief Engineer(P&P),
Uttar Gujarat Vij Company Ltd.,
Regd. & Corporate Office,
Visnagar road,
MEHSANA-384001, (Gujarat)

Sub: Bid towards RfS for Solar Power Generator (SPG) Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected **Feeder level** solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11Kv MALPUR (Palnt-2) substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS).

Ref: NIT No: UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-22

Dear Sir,

In connection with the above subject, I / We confirm the following:

1. I/We, the undersigned……[insert name of the 'Bidder'] having read, examined and understood in detail the RfS document issued vide above referenced NIT, hereby submit our "Bid" in full compliance with terms & conditions of RfS document. A copy of the RfS document, duly signed on each page is also submitted as a proof of our acceptance of all specifications as well as terms/ Conditions. I/ We have submitted the Bid in electronic form on ON-LINE mode at the Bidding Portal mentioned in the RfS document.

2. *[Insert this clause in case JV]* I/We are submitted our Bid in form of Joint Venture, whereby M/s…… is the Lead Member and Partner, M/s…….
is the other JV Partner. We have enclosed the Joint Deed of Undertaking executed by us in our Bid as per the requirement mentioned in the RfS document.

3. I/We have selected Mr……, as our Authorized Signatory in our Bid. We have enclosed the Power of Attorney (POA) executed in favour of Authorized Signatory in our Bid as per the requirement mentioned in the RfS document.

4. I/We have paid the requisite amount of EMD. I/we understand that without payment of the EMD by us, our offer shall out rightly be rejected. If, I/we are selected and shortlisted for as successful Bidder, we agree pay the required Performance bank guarantee as per the terms & conditions mentioned in the RfS document. I/We understand that I/we shall not be awarded the Contract if we fail to pay the Performance bank guarantee in stipulated time.

5. I/We agree to treat the RfS document and other records connected with the Scope of Work as secret and confidential documents and shall not communicate information described therein to any person other than the person authorized by you or use the information in any manner prejudicial to the safety requirement.

6. I/We understand that you are not bound to accept the lowest or any bid you may receive.

7. I/ We are participating, as Bidders, in not more than one Bid in this Bidding process.

8. I / We declare that our Bid is strictly in line with RfS document Specification and there is no deviation. Further, I/We also agree that additional conditions / deviations, if any, found in our Bid, the Bid shall be out rightly rejected without assigning any reason thereof. We shall ensure that we execute such Bid documents as per the provisions of the NIT and provisions of such RfS document shall be binding on us. I/We confirm that we have not taken any deviation so as to be deemed non- responsive.

9. I/We hereby unconditionally and irrevocably agree and accept that the decision made by UGVCL in respect of any matter regarding or arising out of the Bid submitted by us/ RfS document issued by UGVCL shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

10. I/ We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to execution of Project mentioned in the RfS document.

11. I / We hereby submit our Bid and undertake to keep our Bid valid for a period of 120 days from the date of opening of Technical Bid. I / We hereby further undertake that during the said period, I / We shall not vary/alter or revoke my/ our Bid.

12. I/We also agree to abide by and fulfil all the terms, conditions and provisions of the above mentioned RfS document.

Enclosed:

1. **Summary Details of Bidder/ JV Partners**
2. **Details of Material offered, Solar PV Modules, Configuration & Work execution capacity, existing & proposed after sales service centers in Gujarat**

(Signature & Seal of Authorized Signatory for which POA attached)Name of Authorized Signatory:
Designation:
Date:
Place:

K.6. Summary Details of Bidder

(On Letterhead of Bidder for which the said details are provided. In Case of JV the followingformat is to be provided by Each Member of the Joint Venture)

In Response to NIT No:	UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-22

S. No.	Information:	Details:
1.	Name of Bidder:	
2.	Bidding entity:	(JV / Sole Bidder)
3.	JV partners: *(Not applicable for Sole Bidder)*	1. Lead Member: 2. Other Partner:
4.	Registration status:	(Company/ LLP/ Partnership/ Sole Proprietor)
5.	Registration Number:	
6.	GST Registration Number:	
7.	PAN No:	
8.	Key Contact details:	Name: Email id: Mobile no.:
9.	Registered office details:	Address: Phone no.: Email ids:
10.	Other Branch offices in India:	
	(i)	Address: Phone no.: Email ids:
	(ii)	Address: Phone no.: Email ids:
11.	Details of firm's Directors:	
	(i) *<Name of director>*	Designation: Address: Mobile Number: Email ID:
	(ii) *<Name of director>*	Designation: Address: Mobile Number: Email ID:
	(iii) *<Name of director>*	Designation: Address: Mobile Number: Email ID:
	(iv) *<Name of director>*	Designation: Address: Mobile Number: Email ID:

S. No.	Information:	Details:
12.	If Manufacturer of any item, theName of products being manufactured:	
13.	Address of Manufacturing unit:	
14.	Brief details of firm's work experiences:	

(Signature & Seal of Authorized Signatory for which POA attached)Name of Authorized Signatory:

Designation:

Date:

Place:

K.7. Details of Material

(On Letterhead of Bidder/ Lead Member of JV)

Annexure-K7 is not require to be submitted with Tender but successful SPG shall require to submit before PPA

In Response to NIT No:	UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-22

S. No.	Material	Per unit power rating (Watts)	Name of Manufacturer with whom Bidder has made MoU of supply material under this project	Manufacturing Country	Production Capacity of the material (per annum)	Tested from..... {Enclose the test certificate}
1	SPV Modules					
2	Invertors					
3	Meters					
4	Circuit Breakers					
5	Conductor / Cable					
6	Other Material					

Note:

1. **Also power performance test data sheets of all modules. The exact power of the module shall be indicated if the data sheet consists of a range of modules with varying output power.**
2. Also provide complete technical data sheets for each equipment giving details of the specifications along with make/makes along with basic design of the PV Installation setup and power evacuation, synchronization along with protection equipment.

(Signature & Seal of Authorized Signatory for which POA attached)Name of Authorized Signatory:
Designation:
Date:
Place:

K.8. Details of Bidders Eligibility Requirements

(On Letterhead of Bidder/ Lead Member of JV)

To
The Chief Engineer(P&P),
Uttar Gujarat Vij Company Ltd.,
Regd. & Corporate Office,
Visnagar road,
MEHSANA-384001, (Gujarat)

Sub: Bid towards RfS for Solar Power Generator (SPG) for work of Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected **Feeder level** solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV MALPUR (Palnt-2) substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS).

Ref: NIT NO: UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-22

We hereby declare that we are eligible for bidding in reference to "**Eligibility Requirements**"of the RfS document vide above referenced NIT No. and submit the following certificate(s) /documents in support:

S. No.	Criteria	Documents Required	Status & Supporting Documents Attached
1.	Bidder can be sole/ single bidder OR, Joint Venture (JV) of up to 2 (two) members, with one of the members as a Lead Member	In case of JV, Deed of Undertaking	Status: Documents Attached: *Yes/No* *(Attached at Annexure…… to this letter)*
2.	The Bidder should have any of the following legal status: a) Body incorporated in India under the Companies Act, 2013 including any amendment thereto; OR b) Body incorporated in India under the Limited Liability Partnership (LLP) Act, 2008 including any amendment thereto; OR c) Firm registered under Partnership Act, 1932 in India; OR d) Sole Proprietor In case of JV, **all the members**	e) In case of Company – Copy of Registration/ Incorporation Certificate f) In case of LLP – Copy of Deed of Partnership g) In case of Partnership – Copy of Deed ofPartnership h) In case of Sole Proprietor – Duly notarized Undertaking from Sole proprietor	Status: Documents Attached: *Yes/No* *(Attached at Annexure…… to this letter)*

S.No.	Criteria	Documents Required	Status & Supporting Documents Attached
	must fulfill this requirement and submit the documents asper the RfS document.		
3.	The Bidder must have the required GST Registration. In case of JV, all the members must fulfil this requirement. If one of the partners is new, then new partner should have applied for GST Registration. Bidder is to submit the proof of document containing registered application of new partner along with payment receipt of registration charges towards GST Registration. However, other partner must have valid GST Number. Bidder is responsible to submit GST number with documents in support in respect of other member, within 30 (Thirty) days from the date of opening of the Price bid. If the bidder failed to do so, EMD of the bidder will be forfeited and bid will be ineligible for any further processing	Copy of GST registration certificate with legible GSTIN.	Status: Documents Attached: *Yes/No* *(Attached at Annexure…… to this letter)*
4.	The Bidder must have valid PAN Number In case of JV, **all the members** must fulfill this requirement.	Copy of Pan Card	Status: Documents Attached: *Yes/No* *(Attached at Annexure…… to this letter)*

5.	The Bidder should have Electrical contractor license in Gujarat. In case of non-availability of the same at the time of bid submission, the contractor should submit a valid electrical contractor license issued by Govt. of Gujarat within 1 month of award of contract. The bidder should submit an undertaking in this regard along with the bid. Or submit a copy of contract executed for electrical work with a contractor having a valid license. In case of JV, **any one of the members** must fulfill this requirement and submit the documents as per the RfS document.	Copy of Registration Certificate issued by Government of Gujarat	Status: Documents Attached: *Yes/No* *(Attached at Annexure…… to this letter)*
6.	The bidders should be qualified,not be insolvent, not be inreceivership, not be bankrupt or being wound up, should not have affairs administered by a court or a judicial officer, should not have business activities suspended, should not be blacklisted or debarred by any utility / government agency, should not have a conflict of interest. In case of JV, **all the members** must fulfill this requirement.	The bidder shall provide an Undertaking as per the Format K.15. In case of JV, all the members must submit the undertaking as per the Format K.15.	Status: Documents Attached: *Yes/No* *(Attached at Annexure…… to this letter)*
7.	The bidder must submit a Power of Attorney (POA) authorizing a person to sign the documents on behalf of the Bidder, submit technical, commercial information and attend meetings on behalf of the Bidder. In case of JV, **all the JV members** must submit individual PoA with supporting BoD resolution, except in case of proprietor wherein only undertaking in this regard is to be submitted along with combined PoA (signed by individually authorized person of each JV member)	Sole Bidder to provide POA as per the applicable Law as provided in SECTION - K:Format K.2 In case of JV, Undertaking by JV as per the format Format K.4 and POA as per the format provided in Format K.3	Status: Documents Attached: *Yes/No* *(Attached at Annexure…… to this letter)*

8.	The bidder should have "No Conflict of Interest" as defined in SECTION - G: clause SECTION - G:5.1.5 of this RfS document. Bidders have an obligation to disclose any situation of actual or potential conflict of interest. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract. In case of JV, **all the members** must fulfill this requirement.	The bidder shall provide an undertaking as per the format provided in as per the Format K.12 In case of JV, all the members shall submit the undertaking as per the Format K.12	Status: Documents Attached: *Yes/No* *(Attached at Annexure…… to this letter)*

All supporting documents enclosed.

(Signature & Seal of Authorized Signatory for which POA attached)Name of Authorized Signatory:
Designation:
Date:
Place:

K.9. Details of Bidders Qualification Requirements

(On Letterhead of Bidder/ Lead Member of JV)

To
The Chief Engineer(P&P),
Uttar Gujarat Vij Company Ltd.,
Regd. & Corporate Office,
Visnagar road,
MEHSANA-384001, (Gujarat)

Sub: Bid towards RfS for Solar Power Generator (SPG) for work of Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected **Feeder level** solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV MALPUR (Palnt-2) substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS).

Ref: NIT NO: UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-22.

We hereby declare that we are eligible for bidding in reference to "Qualification Requirements" of the RfS document vide above referenced NIT No. and submit the following certificate(s) /documents in support:

S. No.	Criteria	Documents Attached Details
1	**Technical Criteria**	
1.1	Bidder shall have experience of execution of supply, installation and commissioning of grid connected solar power plants with cumulative capacity of 1 MWp considering capacity of individual solar plants of 10 kWp or more, during last five years with any govt. or private organization in India. In case of JV, all the partners of the JV shall collectively meet this technical criteria. In case of JV, if one partner is new, it's experience will be considered as a zero for preceding years..	Meeting Qualification: (Yes/No) Documents along with Format……. attached in Annexure…. to this letter
2	**Financial Criteria**	
2.1	The Bidder should have positive net worth for each of the last three Financial Years (FY:19-20, FY:20-21 & FY:21-22). In case of JV, at least one member must fulfil this requirement. In case of JV, if firm is new, it's Net worth and turnover will be considered as a zero for preceding years.	Meeting Qualification: (Yes/No) Documents along with Format……. attached in Annexure….to this letter

2.2	To ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to have Minimum Average Annual Turnover during LAST 3 financial years (FY2019-20, FY 2020-21, FY2 021- 22) not be less than amount in Rs. mentioned against each separate individual Solar Plant in Annexure K20 for which the bidder wants to bid. If the Bidder wants to participate in the bid for the more than one solar plants, the bidder shall require to have the average annual Turnover not less than the sum of the amount mentioned against respective individual Solar plants in Annexure K20. The bidder shall ensure that the average annual turnover of the bidder must be higher than the sum of the individual turn over mentioned in the bid against the solar plant selected by the bidder for bidding. In case of the turnover is less than the sum of turn over of the mentioned against the selected plants, the bid will be rejected and the bidder will be disqualified for the further process of bid. In case of JV, all the partners of the JVshall collectively meet this criteria.	

Supporting Documents enclosed.

(Supporting Documents, wherever required & applicable are to be attached at Annexure tothis letter……)

(Signature & Seal of Authorized Signatory for which POA attached)Name of Authorized Signatory:
Designation:
Date:
Place:

K.10. Work Experience Certificate for Technical Qualification

In Response to NIT No:	UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-22

Name of Bidder (In case of JV, name of Lead Member and Partner having experience):_____

Sr. No.	Client Name	Descriptionof Work	Work order No.	Date of order	Amount of order Rs. in Lakh	Date of commissioning	Solar plant capacity in KW	Experience Certificate attached (Yes /No)
TOTAL:								

(Signature & Seal of Authorized Signatory for which POA attached)
Name of Authorized Signatory:Designation:
Date:
Place:

Note:

1. The details of projects executed during period mentioned above shall be listed in as per the above format. In support of above, self-certified Copy of work orders and a certificate issued by the govt. or private organization towards the satisfactory work completion to be furnished bythe Bidder. In absence of any one, it will not be considered for qualifying in technical bid.
2. In case of JV, both the partners should collectively meet the total work experience requirement.

K.11. Certificate of Bidder's Financial Qualification

*(**On Letterhead of CA for** the bidder (Bidder/ Lead Member/ Other Member) for which thebelow details are provided. In Case of JV the following format is to be provided by Each Member of the Joint Venture separately)*

(To be submitted in 'on-line' mode only)

Financial Qualification Certificate for Annual Turnover and Positive Networth

In Response to NIT No:	UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-22

TO WHOMSOEVER IT MAY CONCERN

We have verified the books of accounts and related record of M/s._____ situated at Address of the factory/firm> _____and on verification of the records, we hereby certify that **average Turnover and net worth** of this mentioned entity/firm during the last three financial years which are as under:

Sr. No.	Financial Year	**Total Turnover Rupees in LAKHS**	**Net worth (Positive/Negative)**
1	2019-20		
2	2020-21		
3	2021-22		
Total			
Average Annual Turn Over of last three years			

ABOVE FIGURE OF TURN OVER IS MENTIONED IN RUPEES IN LAKH.

(Signature & Seal of Authorized Signatory for which POA attached)
Name of Authorized Signatory:
Designation:
Date:
Place:

(Signature & Seal of Practicing Chartered Account)
Certifying Chartered Accountant:
Name of Firm:
UDIN No:
Date:
Place:

Note:

1. In addition to above certificate from Chartered Accountant, Bidder is required to submit firm's annual audited Balance sheet and Profit & Loss statement for last 5 years till FY21.
2. **In case of JV, the form shall also be signed by respective entity's authorized signatoryalong with Authorized Signatory for which POA is attached.**

K.12. Declaration for Compliance with the Code of integrity and No Conflict of interest

(On Non-judicial Stamp Paper of Rs. 300/-)

Sr. No.	Particulars			
01	Name of Firm			
02	Office Address Phone No. Fax No. Email ID			
03	Works Address as per Vendor Registration Phone No. Fax No. Email ID			
04	Type of Firm	Private Limited Company / Public Limited Company / Limited Liability Partnership (LLP) / Partnership Firm / Proprietor Firm *(Tick whichever is applicable)*		
05	CIN / LLPIN of Firm			
06	GST No. of Firm			
07	**Names of all Directors/LLP Partners/ Partners / Proprietors of Bidder Firm with DIN (if any) and full address (as on the bid submission date)**			
	Sr. No.	Full Name	DIN	Full Residential Address
	1			
	2			
	3			
	4			
	5			

The details of Legal Representative / Agent of the Bidder Firm are as under:

Full Name of Legal Representative / Agent	
Whether employee of Bidder-Firm or not? (Yes/No)	
Designation	
Office Address	
Office Land-line Nos.	
Mobile No.	
Email ID	
Whether acting as Legal Representative / Agent in any other Private Limited Company or Public Limited Company or Limited Liability Partnership (LLP) or Partnership Firm or Proprietor Firm? If yes, give names.	

WE HEREBY DECLARE AND CONFIRM THAT no bid has been submitted for the quoted item by any other Private Limited Company or Public Limited Company or Limited Liability Partnership (LLP) or Partnership Firm or Proprietor Firm in which any relative of any Director or Partner or Proprietor of Bidder Firmis a Director, Partner or Proprietor. The word *"relative"* is defined as under:

The Companies Act, 2013 Sec 2(77) "relative'', with reference to any person, meansany one who is related to another, if—

(1) they are members of a Hindu Undivided Family;
(2) they are husband and wife; or
(3) A person shall be deemed to be the relative of another, if he or she is related to another in the following manner, namely:-
- *a. Father including step-father,*
- *b. Mother including step-mother,*
- *c. Son including step-son,*
- *d. Son's wife,*
- *e. Daughter,*
- *f. Daughter's husband,*
- *g. Brother including step-brother,*
- *h. Sister including step-sister.*

WE FURTHER DECLARE THAT we have carefully read and understood the clause relating to 'Conflict of Interest' of Tender No._____. The detailed Clause is asunder:

"A bidder shall not have conflict of interest with other bidders for particular quoted item. Such conflict of interest can lead to anti-competitive practices to the detriment ofProcuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for particular quoted item, if:

a) they have proprietor/ partner(s)/ Director(s) in common; or
b) they receive or have received any direct or indirect subsidy/ financial stake fromany of them; or
c) they have the same legal representative/ agent for purposes of this bid; or
d) they have relationship with each other, directly or through common third parties,that puts them in a position to have access to information about or influence on the bid of another bidder; or
e) bidder participates in more than one bid in this bidding process. Participation by abidder in more than one Bid will result in the disqualification of all bids in whichthe parties are involved. However, this does not limit the inclusion of thecomponents/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.
f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/ dealer. There can be only one bid from the following:
1. The principal manufacturer directly or through one Indian agent on his behalf;
and
2. Indian/ foreign agent on behalf of only one principal.

g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
h) In case of a holding company having more than one independently manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

i) *Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time."*

We hereby certify that our Firm M/s._____(Firm Name) do not have any conflict of interest with other bidders for particular quoted item viz._____(Item Name).

We hereby declare and confirm that the above information and particulars are true and correct.

For_____(Firm Name)

Place:

Signature of Director / Partner /Proprietor / Authorized Signatory

Stamp/Seal of Firm

Date :

Name :

Designation:

K.13. Declaration Regarding Alternative Deviations and Exceptions to the Provision

(On Letterhead of Bidder/ Lead Member of JV)

To
The Chief Engineer(P&P),
Uttar Gujarat Vij Company Ltd.,
Regd. & Corporate Office,
Visnagar road,
MEHSANA-384001, (Gujarat)

Sub: Bid towards RfS for Solar Power Generator (SPG) for work of Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected **Feeder level** solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV MALPUR (Palnt-2) substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS).

Ref: NIT NO: UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-22.

Dear Sir,

The bidder shall itemize any deviation from the RfS document included in his bid. Each item shall be listed (separate sheets may be used and enclosed with this Attachment) with the following information:

Sl. No.	Reference clause in the RfS document	Deviation	Cost of withdrawal of the deviation
1			
2			
3			

The above deviations and variations are exhaustive. We confirm that we shall withdraw the deviations proposed by us at the cost of withdrawal indicated in this attachment, failing which our bid may be rejected and Bid Security forfeited.

Except for the above deviations and variations, the entire work shall be performed as per your specifications and documents. Further, we agree that any deviations, conditionality or reservation introduced in this Declaration and/or in the Bid submitted, Price schedules & Technical Data Sheets and covering letter, or in any other part of the Bid will be reviewed to conduct a determination of the substantial responsiveness of the Bid.

(Signature & Seal of Authorized Signatory for which POA attached)Name of Authorized Signatory:
Designation:
Date:

Place:

K.14. Declaration Regarding No Omissions or Inconsistencies or Reservations

(On Letterhead of Bidder/ Lead Member of JV)

To
The Chief Engineer(P&P),
Uttar Gujarat Vij Company Ltd.,
Regd. & Corporate Office,
Visnagar road,
MEHSANA-384001, (Gujarat)

Sub: Bid towards RfS for Solar Power Generator (SPG) for work of Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected **Feeder level** solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV MALPUR (Palnt-2) substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS).

Ref: NIT NO: UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-22.

Dear Sir,

We confirm that Bid submitted by us and have been filled up by us as per the provisions of the RfS document issued vide above-referenced NIT. We have also uploaded price bid electronically as per the provisions of the RfS document. Further, we have noted that the same shall be evaluated as per the provisions of the RfS document.

Further, we hereby confirm that except as mentioned in the Declaration Regarding Alternative, Deviations and Exceptions to the Provisions hereof and/or the Covering Letter, forming part of our Bid:

(i) There are no discrepancies/inconsistencies and deviations/omissions/ reservations to the RfS document, in the price bid;

(ii) The description of items and the unit thereof in the price schedules are in conformity with those indicated in the price schedule of the RfS document without any deviation to the specified scope of work.

We also confirm that in case any discrepancies/ inconsistencies and deviations/ omissions/ reservations, as referred to in para (i) and (ii) above, is observed in the online price bid, the same shall be deemed as withdrawn/rectified without any financial implication, whatsoever to UGVCL. However, in case of any arithmetical errors, the same shall be governed as per the provisions of RfS document SECTION - G:

(Signature & Seal of Authorized Signatory for which POA attached)Name

of Authorized Signatory:

Designation:

Date:

Place:

K.15. Undertaking for No Blacklisting & No Banning

(On Non-Judicial Stamp Paper of Rs. 300/- attested by Notary Public/ First Class Magistrate)(In case of JV the undertaking is to be provided by each Member of the Joint Venture)

To
The Chief Engineer(P&P),
Uttar Gujarat Vij Company Ltd.,
Regd. & Corporate Office,
Visnagar road,
MEHSANA-384001, (Gujarat)

Sub: Bid towards RfS for Solar Power Generator (SPG) for work of Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected **Feeder level** solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV MALPUR (Palnt-2) substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS).

Ref: NIT NO: UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-22.

I / We hereby declare that presently our Company/Limited Liability Partnership/ Partnership Firm/ Sole Proprietorship is not insolvent, not in receivership, not bankrupt or wound up, not have affairs administered by a court or a judicial officer, not have business activities suspended.

I / We further declare that presently our Company/Limited Liability Partnership/ Partnership Firm/ Sole Proprietorship is not blacklisted or debarred by any utility / government agency, and not have a conflict of interest.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

(Signature & Seal of Authorized Signatory for which POA attached)Name

of Authorized Signatory:

Designation:

Date:

Place:

K.16. Performance Bank Guarantee Format

(On Non judicial Stamp of worth of Rs.300/-)

Bank Guarantee No. …… Date.....

Contract No.....
Contract for work of Bid towards RfS for Solar Power Generator (SPG) for work of Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected **Feeder level** solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV MALPUR (Palnt-2) substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS).under NIT No: UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-22

To
The Chief Engineer(P&P),
Uttar Gujarat Vij Company Ltd.,
Regd. & Corporate Office,
Visnagar road,
MEHSANA-384001, (Gujarat)

Dear Sir,

We refer to the Letter of Intent ("LOI") <Insert LOI No: ……>, issued on <Insert Date ofIssue of LOI by UGVCL..... > by Uttar Gujarat Vij Company Limited(hereinafter referred to as

"UGVCL"), having its Registered Office at Uttar Gujarat Vij Company Ltd., Regd. & Corporate Office,

Visnagar road, MEHSANA-384001, (Gujarat), to M/s ..... *(Name of SPG)*., having its Principal place of business at .....*(Address of Contractor)* ..... and RegisteredOffice at ..... *(Registered address of Contractor)*..... ("SPG") concerning **"**Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected **Feeder level** solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV MALPUR (Palnt-2) substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS). under NIT No: UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-22 on RESCO model, and the LOI having been accepted by the SPG vide *<……Insert Letter No….>*, resulting in Letter of Award to be issued vide *<……Insert Work order No….> dated* ……..

By this letter we, the undersigned, ……*(insert name & address of the issuing bank)* , a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of..... and having its Registered/Head Office at ……*(insert address of registered office of the bank)*..... do hereby irrevocably guarantee payment to UGVCL up to **Rs. _____ (_____ rupees only)** until 2 months (i.e. sixty (60) days) beyond the 9 months from the date of signing of Power Purchase Agreement (PPA) between SPG and UGVCL i.e., upto and inclusive of *(dd/mm/yy)*.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by UGVCL duly authorized officer or the authorized officer of **UGVCL** declaring the SPG to be in default under the Contract and without civil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your

demand and without the right of the SPG to dispute or questionsuch demand.

Our liability under this Letter of Guarantee shall be to pay to UGVCL whichever is the lesserof the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until 2 months (i.e. sixty (60) days) beyond the 9 months from the date of signing of Power Purchase Agreement (PPA) between SPG and UGVCL i.e., upto and inclusive of *(dd/mm/yy)* and shall be extended from time to time for such period
(not exceeding one year), as per the terms & conditions of RfS document.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiryor after the aggregate of the sums paid by us to UGVCL shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

All disputes arising under the said Guarantee between the Bank and UGVCL or between the SPG and UGVCL pertaining to the Guarantee shall be subject to the jurisdiction of courts onlyat Mehsana in Gujarat alone.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the SPG, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law shall operate to discharge us fromliability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*]

Signature_____
Name_____
Designation_____
POA Number_____
Contact Number(s): Tel._____Mobile_____
Fax Number_____
email _____
Common Seal of the Bank_____

Witness:

*Signature*_____

Name_____
Address_____
Contact Number(s): Tel._____ Mobile_____
email _____

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.

2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and shall invariably be witnessed.

3. The Bank Guarantee shall be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuingauthority(ies) of the Bank Guarantee*]:

K17 Price Bid Format

The bidder shall require to quote their tariff in the on-line price bid on n-procure.

ANNEXURE- K18

Draft Power Purchase Agreement (PPA)

----------Seperetly attached----------

ANNEXURE- K19

Communication Architecture between RMS and State Level Server

----------Seperetly attached----------

ANNEXURE- K20

Solar Power Plant with detils viz: Name of Substation, Name of feeders, Plant capacity, Energy requirment, EMD against plant, PBG against plant, Requirment of minumum Turn Over, etc.

----------Seperetly attached----------