



Request for Proposal

No.: GERMI/RE4/SERVICES/2018/08

**Gujarat Energy Research  
and Management Institute  
(GERMI)**

**Request for Proposal for selection of  
Electrical Consultant under Solar Energy  
Research Wing of GERMI for Solar  
Consultancy Projects**

**Issued On:**

**21.05.2018**

**Last date for Submission of Proposal:**

**30.05.2018**

**Address:**

**1<sup>st</sup> Floor, Energy Building,**

**PDPU Campus, Raisan,**

**Gandhinagar 382 007,**

**Gujarat, INDIA**

**Phone: (+91) (79) 2327 5757**

**Fax: (+91) (79) 2327 5380**

**Email: [information@germi.org](mailto:information@germi.org)**

## Notice inviting RFPs

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Gujarat Energy Research and Management Institute (GERMI), is undertaking a few projects for design and development of megawatt size solar power plants and is keen to hire qualified and experienced electrical consultant for the same.

Sealed bids are invited from all organizations/individuals working as consultants with considerable electrical background in setting up Solar Power Plants, through this Request for Proposal No. GERMI/RE4/SERVICES/2018/001 dated 21<sup>st</sup> May, 2018.

The RFP Document can be downloaded from GERMI website [www.germi.org](http://www.germi.org). All relevant documents along with the RFP Document is required to be submitted in physical form to GERMI office on or **before 30<sup>th</sup> May, 2018 by 1700 Hrs.**

GERMI reserves the right to reject any or all offers without assigning any reasons thereof.

Dr. Anirbid Sircar  
(Director General, GERMI)

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## 1 Important Dates and Amounts

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### 1.1 Important Dates

- |  |  |
|--|--|
| a. Date of floating of RFP                                       | : 21 <sup>st</sup> May, 2018               |
| b. Last date for requesting clarification pertaining to this RFP | : 25 <sup>th</sup> May,2018, 1700 Hrs IST  |
| c. Last date of submission of Bid                                | : 30 <sup>th</sup> May,2018, 1500 Hrs IST  |
| d. Date of Opening of Technical Bid                              | : 30 <sup>th</sup> May,2018, 1600 Hrs IST  |
| e. Date of Opening of Financial Bid                              | : 1 <sup>st</sup> June, 2018, 1500 Hrs IST |

### 1.2 Important Amounts

- |                                |                            |
|--------------------------------|----------------------------|
| a. Cost of Purchase of RFP     | : Nil                      |
| b. Earnest Money Deposit (EMD) | : INR 10,000.00 through DD |

## 2 Introduction

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### 2.1 Gujarat Energy Research and Management Institute

Gujarat Energy Research and Management Institute (GERMI), an ISO 9001: 2008 certified institute, is a Centre for Excellence in industry learning, research & development and education. It is set up to develop human resource assets to cater to both renewable and non-renewable energy sectors, improve knowledge base of policy makers and technologists, and provide a competitive edge to leaders to compete in the global arena. GERMI was brought into existence and is promoted by Gujarat State Petroleum Corporation Limited (GSPC), a Government of Gujarat Undertaking.

GERMI has already established specialized research, education, management and training institutes, and is continually expanding its horizons to cater to the allied energy sectors. GERMI is a registered Society and a Trust under the Societies Registration Act, 1860 and the Bombay Public Trust Act, 1950. GERMI is a recognized Scientific and Industrial Research Organization (SIRO) by the Department of Scientific and Industrial Research (DSIR), Government of India.

GERMI solar and renewable energy mandates include:

- Techno-commercial/ regulatory advisory and support at various levels to governments to undertake renewable energy programmes and projects;
- Techno-commercial support to both private and government undertakings for establishing solar and allied renewable power and manufacturing projects;
- Fundamental and applied research in the field of energy ranging from functional materials and devices to commercial-scale project performance including auditing;
- Both vocational and professional training along with allied activities to proliferate the trainings by providing institutional support.

### 2.2 About the project and the location

GERMI is continuously working towards development of Solar Power plants in Gujarat as well as in other parts of the country and therefore receive technical consultancy assignments from the Government and various other organisations or companies working towards the same goal.

GERMI has currently received a few similar projects for establishment of Solar Power Plants in in Goa, Gujarat, Jharkhand, Jammu & Kashmir etc. These projects at the initial stage require services related to Electrical Engineering for development of design or review of already developed designs or drawings.

Gujarat Energy Research & Management Institute (GERMI or “Client”) is engaged in design and execution of utility scale solar PV power plant projects in in various parts of the country under different capacities. One of the design engineering tasks is to prepare detailed electrical and structural design of the plant including plant design, switchyard and evacuation for the project.

Current RFP is for hiring competent electrical consultant for development of electrical and structural designs / drawings and specifications for MW Scale solar PV project to be installed in the state of Gujarat and out of Gujarat as well. Detailed financial offers are invited from interested and eligible engineers/Consultancy firms to be hired as “Consultant” to undertake design tasks.

### 3 Instruction to Bidders

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#### 3.1 General

- 3.1.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid and GERMI shall, in no case be responsible or liable for these costs regardless the conduct or outcome of the bidding and contracting process. The Bidder is expected to examine all instructions, forms, terms and conditions in the Bid carefully.
- 3.1.2 GERMI reserves the right to cancel any or all the Bids as per its discretion without assigning and giving any reason thereof. GERMI also reserves the right to rescind the process of this RFP at any time before placement of the order for the said Scope of Work herein.
- 3.1.3 The Bidder shall prepare the Bid based on the information furnished and terms and conditions provided in the RFP.
- 3.1.4 The Bid shall also contain all the information asked in this RFP with supportive data wherever necessary.
- 3.1.5 Failure to furnish all information required by the RFP or submission of a Bid not substantially responsive to the RFP will be at the Bidder's risk and may result in rejection of the Bid.
- 3.1.6 Failure to comply with all amounts and timeline indicated in this RFP shall automatically make the Bid liable for rejection.
- 3.1.7 The Bid submitted is to be signed by a person who is a duly authorized representative of the Bidding organization.
- 3.1.8 This RFP is non-transferable. Each bidder shall submit only one tender by itself.
- 3.1.9 At any time prior to the deadline for submission of Bids, for any reason, whether at its sole initiative or any response to a clarification requested by a Bidder, GERMI may modify the RFP by amendment(s) thereto. The amendment(s) will be notified publically and/ or in writing to all prospective Bidders.
- 3.1.10 The prospective Bidder requiring any clarification shall write to GERMI on or before the last date for such clarification as indicated in Clause above so as to ensure timely response by GERMI and timely submission of the Bids.
- 3.1.11 Bid Validity: The Bids shall be kept valid for at least for One Hundred and Eighty (180) days from the last date of submission of Bid. A Bid with validity for a shorter period than the above may be rejected by GERMI. If required, GERMI may solicit the Bidder's consent to an extension of the period of Bid validity.
- 3.1.12 Deviations: No deviations shall be taken by the Bidder to the RFP especially with regard to the Scope of Work and the terms and conditions. Bids with any deviation are liable to be summarily rejected.
- 3.1.13 Language of correspondence and Bid: The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged between the Bidder and GERMI shall be written in English language only.
- 3.1.14 All communication/ correspondence may be directly submitted to:

**Mr. Shatrughan Yadav**

Technical Officer II, Solar Wing

[Shatrughan.y@germi.res.in](mailto:Shatrughan.y@germi.res.in)

**Gujarat Energy Research and Management Institute**

1<sup>st</sup>, Floor Energy Building

Pandit Deendayal Petroleum University Campus

Gandhinagar, Gujarat 382 007, INDIA

**Phone:** (+91) (79) 23275757

**Fax:** (+91) (79) 23275380

### 3.2 Eligibility

- 3.2.1 The Bidder shall have an experience of five (05) years in designing of Solar Power Plants.
- 3.2.2 The Bidder shall have either worked in atleast one Solar PV power project of 25 MW or two (2) projects of 10 MW in the capacity as an individual or as a firm.
- 3.2.3 The electrical engineer should have participated in at least five projects for state government / central government electricity companies (to be supported with certificate of completion from respective authority).
- 3.2.4 Experience in similar work (design assignment) for solar project is desirable (please provide details of the job undertaken with certificate from client).
- 3.2.5 Individual chartered engineers or firms are also eligible provided they meet eligibility criteria.

### 3.3 Earnest Money Deposit

- 3.3.1 The Bidder shall be required to submit Earnest Money Deposit (EMD) in the form of a Demand Draft in favour of Gujarat Energy Research and Management Institute payable at Gandhinagar, valid for a period of one hundred and eighty (180) days from the last date of submission of Bid.
- 3.3.2 The EMD shall be from any Nationalised bank in India.
- 3.3.3 GERMI shall not be liable to pay any interest on the Earnest Deposit Money made and the same shall be interest free.
- 3.3.4 The EMD of Successful Bidder shall be returned upon placing of Work Order to the Successful Bidder and acceptance of the same.
- 3.3.5 The EMD of Unsuccessful Bidder shall also be returned at the same time.

### 3.4 Bid Deadline

- 3.4.1 Any Bid received by GERMI after the last date for submission of Bid as indicated in Clause 1.1 shall be summarily rejected. GERMI shall not be responsible for any delay in submission of the Bid whether caused by the Bidder or and other third party.
- 3.4.2 Any change in the last date for submission of the Bid shall be intimated to the Bidders accordingly.

### 3.5 Submission of the Bid

- 3.5.1 The Bid prepared by the Bidder shall be submitted in two separate envelopes:

Envelope-1 shall comprise of Technical Bid and 'un-priced' Financial Bid.

Envelope-2 shall comprise of the duly filled-up Financial Bid.

- 3.5.2 Envelope-1 (Technical Bid and 'un-priced' Financial Bid) shall contain the following details and documents:
  - a. Technical Proposal: Covering letter for submission of Bid with confirmation that the Bidder has completely understood the RFP and agrees to all the provisions in the RFP as per the format given in Annexure 1.
  - b. List of Similar Projects carried out by the Bidder as per the format given in Annexure 3. The Bidder shall annexe a letter of award for such projects; certificate of satisfactory completion of the projects (if available) or status of the projects.
  - c. Curriculum Vitae of the qualified manpower that will be directly involved in the Project.



- d. If required, GERMI may ask for any information or clarification, or even invite the Bidder for discussion while evaluating their Technical Bid.
- 3.5.3 Envelope-2 (Financial Bid) shall contain only the duly filled up and signed Financial Bid as per format enclosed in Annexure 2.
- 3.5.4 Envelope-1 and Envelope-2, containing the above information shall be sealed individually and labelled clearly on top of the envelopes as follows:
- a) "Envelope-1: Technical Bid for selection of Electrical Consultant for Solar Power Projects of GERMI"
  - b) "Envelope-2: Financial Bid for selection of Electrical Consultant for Solar Power Projects of GERMI"
- 3.5.5 All the above envelopes shall be placed in a general sealed envelope

*"Bid for selection of Electrical Consultant for Solar Power Projects of GERMI"*

- 3.5.6 All envelopes shall clearly indicate the name and address of the Bidder.
- 3.5.7 All Bids shall be addressed to:

**The Director General**

Gujarat Energy Research and Management Institute  
1<sup>st</sup> Floor, Energy Building  
Pandit Deendayal Petroleum University Campus  
Gandhinagar, Gujarat 382 007  
INDIA

- 3.5.8 All pages of the Bid submitted including this RFP shall be duly signed and sealed by the Bidder as a mark of acceptance of all terms and conditions and should be properly numbered.

### 3.6 Financial Bid

- 3.6.1 The price quoted by the Bidder shall be all inclusive considering the total Scope of Work as indicated in the RFP.
- 3.6.2 The price quoted by the Bidder shall be quoted in Indian National Rupee only.
- 3.6.3 The Financial Bid shall be inclusive of all taxes and duties (GST).
- 3.6.4 The price quoted in Indian National Rupees shall be written both in words and figures and in case of any discrepancy between the two, prices in words shall be valid and binding.
- 3.6.5 Offer must indicate man-day charges for visit to project site separately and should absorb up to 3 visits.
- 3.6.6 The price quoted in Financial Bid shall be valid for 12 months from the date of issuance of Work Order.

### 3.7 Bid Opening and Evaluation

- 3.7.1 The Committee of GERMI will open Envelope-1 (Technical Bid and 'un-priced' Financial Bid) in the presence of the Bidders or of their representatives who choose to attend the opening, on the last date for submission of bid at GERMI.
- 3.7.2 If required, GERMI may ask for any information or clarification while evaluating their Technical Bid.
- 3.7.3 Any Bidder who has not complied with the condition of this RFP shall be liable for rejection.
- 3.7.4 Upon evaluation of the Technical Bids, Envelope-2 (Financial Bid) of only the technically qualified Bidders will be opened.

- 3.7.5 Envelope-2 (Financial Bid) of the technically qualified Bidders will be opened on the date and time indicated in Clause 1.1 and be considered for evaluation.
- 3.7.6 The Successful Evaluated Bidder shall be the technically qualified bidder with the lowest Bid Price.

### **3.8 Right to Accept or Reject Any or All Bids**

- 3.8.1 GERMI is not bound to accept the lowest or any bid and may at any time by notice in writing to the Bidders terminate the bidding process.
- 3.8.2 GERMI may terminate the contract if it is found that the Consultant is blacklisted on previous occasions by the any of the Government Departments/ Institutions/ Local Bodies/ Municipalities/ Public Sector Undertakings, etc.

### **3.9 Negotiations with Bidders**

- 3.9.1 The selection of Consultants for negotiations could be held up to L2 bidders. In cases where the L1 bidder refuses to further reduce his offered price and the L2 bidder come forward to offer a price which is better than the price offered by L1 bidder, then that bidder will be considered as L1 bidder. However, in such a situation, the original L1 bidder shall be given one more opportunity to match the discovered price. In case of acceptance, it would be treated as the L1 bidder.
- 3.9.2 The Bidder is not allowed to revise the price, before opening of the Financial Bid, once it is submitted to GERMI.
- 3.9.3 The work as a whole will be allotted in a single part to the Bidder who is finally evaluated as L1, however, the decision of Director General GERMI shall be final in this regard.
- 3.9.4 In case L2, L3 and so on matches the L1 price then other Bidders can also be empanelled with GERMI at L1 price. However, it will at the discretion of GERMI to allot the work other than L1 Bidder.

### **3.10 Award of Contract**

- 3.10.1 GERMI shall award the contract to the Successful Evaluated Bidder whose Bid has been found to be responsive and who is eligible and qualified to perform the Scope of Work satisfactorily as per the terms and conditions incorporated in the RFP.
- 3.10.2 GERMI shall intimate Successful Evaluated Bidder for commencement of work through a Letter of Award (LoA).

## 4 Scope of Work

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### 4.1 Scope of Work for Electrical Consultant

#### 4.1.1 Review/Proof Checking:

The scope of work for the consultant is to review electrical design, drawing, detailed technical specifications, calculations etc. for grid-connected solar photovoltaic power plant's DC and AC part including switchyard.

#### 4.1.2 Developing designs

The scope of work for the consultant is to prepare electrical designs, drawings, detailed technical specifications, calculations etc. for MW Scale (1 MWp to 20 MWp, 21 to 40 MWp and 41 MWp to 100 MWp) grid-connected solar photovoltaic power plant's DC and AC part including switchyard.

Following mentioned are the Indicative components / tasks for explaining the job to the consultant, to make a fair estimate. Consultant is requested to provide competitive quotation for the complete scope of work.

Indicative Design/ Drawing and technical specification List

#### A. TECHNICAL SPECIFICATION

- a) Technical specification and certificates (I.e. Drawing, Layout, Product test report, Warranty & Guarantee) for Solar module from manufacturer
- b) Technical specification and certificates (I.e. Drawing, Layout, Product test report, Warranty & Guarantee) for Junction box from manufacturer
- c) Technical Specification and certificates (I.e. Drawing, Layout, Product test report, load Vs. Efficiency graph, Warranty & Guarantee) for inverter from manufacturer
- d) Technical Specification for Communication Cables from manufacturer (I.e. Drawing, Layout, Product test report, Warranty & Guarantee)
- e) Technical Specification and factory testing report (I.e. Drawing, Layout, Product test report, Warranty & Guarantee) of Inverter Transformer from manufacturer
- f) Technical Specification and factory testing report (I.e. Drawing, Layout, Product test report, Warranty & Guarantee) of Auxiliary Transformer from manufacturer
- g) Technical Specification -CT (Metering and protection) (I.e. Drawing, Layout, Product test report, Warranty & Guarantee)
- h) Technical Specification -PT (Metering and protection) (I.e. Drawing, Layout, Product test report, Warranty & Guarantee), Bus PT and Line PT
- i) Technical Specification for ABT type metering Cubical Box (I.e. Drawing, Layout, Product test report, Warranty & Guarantee)
- j) Technical Specification-Isolator (I.e. Drawing, Layout, Product test report, Warranty & Guarantee)
- k) Technical Specification-LA (I.e. Drawing, Layout, Product test report, Warranty & Guarantee)
- l) Technical Specification and factory testing report -Power Transformer (I.e. Drawing, Layout, Product test report, Warranty & Guarantee)
- m) Technical Specification of 11kV Switchgear (HT panel, RMU etc.) (I.e. Drawing, Layout, Product test report, Warranty & Guarantee)

- n) Technical Specification of 66kV Switchgear (Circuit Breaker, Isolator, Earth switches etc.) (I.e. Drawing, Layout, Product test report, Warranty & Guarantee)
- o) Technical Specification-HT & LT Panels, Power/Control cables from manufacturer (I.e. SLD, Layout, Product test report, Warranty & Guarantee)
- p) Technical Specification and factory testing report (I.e. Drawing, Layout, Product test report, Warranty & Guarantee) of overall SCADA Communication System from manufacturer
- q) Technical Specification and factory testing report (I.e. Drawing, Layout, Product test report, Warranty & Guarantee) of CCTV System from manufacturer
- r) Technical Specification and factory testing report (I.e. Drawing, Layout, Product test report, Warranty & Guarantee) of Fire System Equipments from manufacturer
- s) Technical Specification and factory testing report (I.e. Drawing, Layout, Product test report, Warranty & Guarantee) of Plant Earthing & Lighting system from manufacturer

## B.

- a) Key SLD (AC / DC)
- b) Overall Cable Layout (AC / DC)
- c) DC, AC & Instrumentation cable schedule
- d) Overall Earthing Layout (Individual equipment and earthing grid drawing) with calculation
- e) Overall Lightning Layout with specification
- f) General arrangement layout of equipments with earth pit details (Inverter, 300/11KV, 66KV power transformer, UPS)
- g) Control room lighting layout detail, Plant lighting Layout
- h) SLD of control room lighting, plant lighting
- i) General arrangement layout of control/relay panel, battery charger, SCADA unit, CCTV, Fire Protection Equipment, LT & HT panel, DB's etc
- j) Cable Sizing (AC / DC, Instrumentation and LT / HT) with calculation
- k) Cable loss calculation
- l) Distribution box SLD (Single Line Diagram), LDB, PDB, DCDB, Bay mask kiosk
- m) UPS / Battery Sizing with calculation for protection circuit
- n) Overall SCADA system Specification
- o) Overall CCTV System Specification
- p) Overall Fire Protection Equipment Specification
- q) SCADA Architectural/Hardware layout
- r) SCADA Software Specification, Methodology for accessing plant data
- s) Weather station (i.e. Product specification, Product test report, Warranty & Guarantee)
- t) Communication Cable schedule
- u) Auxiliary Load List
- v) Auxiliary Key SLD (Numbers of lighting pole, flood lights)

## C. SWITCHYARD

- a) Switchyard Equipment layout
- b) Switchyard earthing layout
- c) Switchyard lighting layout
- d) Switchyard SLD and Layout
- e) Switchyard conductor stringing detail
- f) Conductor suspension and tension hardware detail-A4 (1 no.)
- g) Switchyard cable schedule
- h) Switchyard wiring schedule
- i) Switchyard Fire Protection Equipment Layout
- j) Switchyard Protection System as per GETCO

#### 4.1.3 Nature of Assignment

The nature of assignment assumes following responsibilities to be undertaken by the consultant.

- i. Selected electrical consultant will work based on specifications of important components like solar PV modules, Inverters and civil layout of plant and develop electrical designs to prepare specifications / drawings with required safety, economy and efficiency of the plant.
- ii. Consultant shall develop all designs / drawings / specifications as per latest IS or higher standards.
- iii. The consultant shall design and prepare as per appropriate industry standards, electrical designing software / formula and prepare detailed design(s) / drawing (s) / rating and capacity of different components including but not limited to plant SLDs, Switchyard and Evacuation, Earthing, Lightning Protection, Surge Arrestors, Inverter protection, control panel, auxiliary power consumption, electrification of utility rooms, plant lighting etc.
- iv. The consultant shall carry out Selection and sizing of equipments like Inverters, auxiliary transformer, main transformer, conductors, earthing and protection of switchyard and metering, cables etc. to make complete switchyard as per GETCO specifications.

Moreover, as and where applicable, design should take into account possibility of fire and materials / workmanship should be fire resistant to last for 25 years of service life.

## 5 General Terms and Conditions

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### 5.1 Consultant and its team

- 5.1.1 The Consultant can be an individual or a group of people working as a team.
- 5.1.2 In case of a team the Bidder shall nominate a person as the “Technical Expert” with minimum seven (07) years of experience in relevant area of the Scope of Work of this RFP. The Curriculum Vitae of the Technical Expert should be included in the Bid.
- 5.1.3 The Consultant’s Team shall be approved by GERMI. Further, the Consultant shall not change any team member from its team without prior approval from GERMI.

### 5.2 Insurances

- 5.2.1 The responsibility of all types of applicable and required insurance coverage for the Bidder’s personnel, material, equipment, etc. deployed for the scope of services shall rest with the Bidder and in no way GERMI shall be responsible for any liability or damages, whatsoever.

### 5.3 Reimbursements

- 5.3.1 GERMI shall reimburse the cost of only one (01) member of the Consultant’s Team for their travel stay and food for each site visit at actual or shall arrange the same for the Consultant at its own cost. Any increase in number of members visiting the site shall be either first approved by GERMI, or the Consultant may bear the cost of the additional members.
- 5.3.2 The Consultant shall seek approval from GERMI through appropriate justification in writing for each site visit and before undertaking any expenses.
- 5.3.3 GERMI may opt to either reimburse the actual expenditure of the Consultant during site visits, or directly bear the expenditure.
- 5.3.4 All standards for travel, stay, food, etc. of the Consultant shall be as per appropriate standards and decisions taken by GERMI from time to time without providing any justification thereof.
- 5.3.5 GERMI shall not reimburse any cost involving travel to GERMI’s client offices, Gandhinagar, Ahmedabad & Vadodara for discussion & meeting.
- 5.3.6 GERMI shall not reimburse any cost involving travel to GERMI office at Gandhinagar for discussions.

### 5.4 Payment Terms

- 5.4.1 Payments shall be made to the Consultant on monthly basis on submission of their invoice to GERMI.
- 5.4.2 10% of the billed amount shall be kept by GERMI as the retention money from each bill and shall be paid only on completion of the entire work assignment.
- 5.4.3 The appropriate person in GERMI shall first verify the invoice and in case of any discrepancy has the rights to ask justifications from the Consultant.
- 5.4.4 This representative shall also have right to restrict the payment of the Consultant to a particular amount and deduct penalty from the invoice, if any for that particular month.
- 5.4.5 This penalty shall be deducted from the retention money kept with GERMI.

### 5.5 Mode of Payment

- 5.5.1 All invoices, accompanied with appropriate and approved reports, shall be paid to the Consultant within sixty (60) days of receipt of Invoice through cheques / RTGS.

## 5.6 Confidentiality

- 5.6.1 All reports, drawings, diagrams, designs, specifications, material lists, flow sheets, patterns and other documents collected / prepared in connection with the services hereunder shall at all stages be termed as Confidential Information and remain the property of GERMI and while in the custody of the Consultant shall be fully available to GERMI and its duly authorized representatives.
- 5.6.2 Similarly all the drawings, design, calculations, specifications, lists, photographs, soft copies, CD's and other technical documents including operation and maintenance manuals, etc. pertaining to the project, furnished by the Consultant shall also be a part of the Confidential Information and be the properties of GERMI and shall be delivered to GERMI on completion of the work.
- 5.6.3 On completion of the assignment, all Confidential Information shall be handed over by the Consultant to GERMI.
- 5.6.4 The Consultant/ Bidder shall hold in confidence, this assignment and all activities relating to the Project and all documents and other information whether technical or commercial which is of a confidential nature supplied by or on behalf of GERMI relating to the design, construction, insurance, operation, maintenance, management and financing of the Project and shall not, save as required by law or appropriate Competent Authorities disclose the same to any third party without any written approval from GERMI.
- 5.6.5 Literature, drawings, reports, instruction manuals etc. of different manufacturers, suppliers, bidders and other Confidential Information, which are made available to the Consultant shall be used exclusively for the project activities only and shall not be used for any other purpose. The same shall also be carefully preserved by the Consultant till the completion of the project and returned to the Company in good condition, prior to closing of the contract.
- 5.6.6 The Consultant shall not mention the name of our client in any of its communications or documents without prior permission of the GERMI.

## 5.7 Intellectual Property

- 5.7.1 Any and all works of authorship, inventions, discoveries, processes, machines, manufactures, compositions of matter, formulas, techniques, computer programs, systems, software, source code, firmware, object code, hardware systems, mask works, trade secrets, proprietary information, schematics, flow charts, databases, customer lists, marketing plans, product plans, business strategies, financial information, forecasts, trademarks, service marks, brand names, trade names, compilations, documents, data, notes, reports, findings, recommendations, designs, drawings, sketches, notebooks, ideas, concepts, technical data and/or training materials, and improvements to or derivatives from any of the above, whether or not patentable, or subject to copyright or trademark or trade secret protection, shall be collectively termed as "Intellectual Property."
- 5.7.2 All Intellectual Property arising out of the Consultant's services towards fulfilling the Scope of Work and the rights thereto ("Intellectual Property Rights") free and clear of any encumbrance, shall be owned by GERMI.

## 5.8 Assignment

- 5.8.1 This being a consultancy assignment, considering expertise, experience and resourcefulness of the Consultant, all the services for the comprehensive project consultancy shall be provided by the Project Consultant.
- 5.8.2 The rights and liabilities of the Consultant shall not be assigned or transferred by them.

- 5.8.3 However, if it is decided that the project shall be executed by other agency/organization, GERMI shall have right to assign this order to the other agency.

## 5.9 Indemnity

- 5.9.1 The Bidder shall indemnify GERMI in respect of all claims, damages or injury or damage to any representative of Bidder and/ or property assigned to this Project.

## 5.10 Contract Validity

- 5.10.1 The order given to the Bidder/ Consultant shall be valid for a period of one (01) year from the date of issue of work order by GERMI.

## 5.11 Cancellation/ Termination

- 5.11.1 GERMI at its discretion reserves the right to cancel/ terminate the contract partly or wholly or reduce the Scope of Work, at its discretion, by giving ten (10) days notice without assigning reasons during the tenure of the Contract, which shall be binding to the Consultant and the Consultant shall be paid fees only for the actual work carried out based on discussion, agreements, justification, documents, etc.
- 5.11.2 Whereas, against scope reduction, if any, the justified reduction in contract price shall be discussed and agreed and accordingly contract price shall be amended.

## 5.12 Governing Law

- 5.12.1 The Order shall be governed by the Law of India. The Gandhinagar/ Ahmedabad courts shall be the exclusive jurisdiction.
- 5.12.2 In case of the arbitration, the place of Arbitration shall be Gandhinagar/ Ahmedabad.

## 5.13 Penalty

- 5.13.1 The consultant shall have to carry out the design review and development work within the time duration given in clause 5.14.7.
- 5.13.2 In case of delay in execution of work, a penalty of 1% shall be charged on that particular work upto a maximum of 5%.

## 5.14 Other general terms

- 5.14.1 The consultant shall have to be present at GERMI office at Gandhinagar while carrying out the consultancy work, if specifically asked by the GERMI Project Officer.
- 5.14.2 The Consultant shall have to do site visit before preparing or verifying drawings, anywhere in Gujarat and out of Gujarat. For site visits, GERMI shall make all the arrangements related to travelling, lodging, boarding food etc. or GERMI shall reimburse the expenditure on actual.
- 5.14.3 The consultant shall submit their price as per the table given in financial bid.
- 5.14.4 The price given in financial bid shall be final and there shall be no deviation from that during the execution of the work. That price shall include the cost of work at least up to three (3) revisions in drawings.
- 5.14.5 Revision in drawing for more than three (3) times shall be payable on pro rata basis.
- 5.14.6 Consultant has to submit its Design, Drawings, BOQs and specifications within 10 working days after receiving details/information from GERMI in case of Design Developing Job and in case of



Review work, Consultant has to submit the review report within two (2) working days after receiving details/information from GERMI.

- 5.14.7 Consultant has to provide 1 Soft copy (PDF/Autocad) and 3 sets of Hard copy of the Designs, Drawings, BOQs ,Specifications with his/her approval and stamp.
- 5.14.8 Total liability on the design and review part is of the Consultant.
- 5.14.9 Validity of the price given in financial bid shall be for 12 months from the date of issuance of Work order.
- 5.14.10 No price escalation will be allowed until the completion of the project.
- 5.14.11 No deviation from the terms and conditions is allowed.
- 5.14.12 For unforeseen design tasks, cost of the assignment shall be decided based on mutual agreement with client.
- 5.14.13 Client reserves right to reduce scope of work up to 35%.
- 5.14.14 Consultant is eligible for payment on actual design tasks undertaken by him.
- 5.14.15 Client reserves right to select more than one consultant and award any designing tasks to selected consultants at any given point of time on its description on the basis of non-competent rates, quality issues or speedy completion of the site execution. Client shall not assign any reasons thereof.
- 5.14.16 Revision in part of the design shall not be treated as new design. Only complete change or alteration in the design shall be treated as new design and the same can be treated as "Out of Scope".
- 5.14.17 Offer shall indicate man-day charges for visits to client's office or project site within Gujarat or out of Gujarat and should absorb up to 3 visits. Client will provide necessary transport on sharing basis, Client shall arrange for hygienic food and accommodation (if required) to the consultant.

## Annexure 1: Format of Covering Letter for Submission of Bid

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[Covering Letter shall be on the official letterhead of the Bidder.]

[Reference No.]

From:

[Address of the Consultant]

[Telephone No., Fax No., Email]

[Date]

To:

**The Director General**

Gujarat Energy Research and Management Institute

1<sup>st</sup>, Floor Energy Building

Pandit Deendayal Petroleum University Campus

Gandhinagar, Gujarat 382 007

INDIA

**Sub: Bid for Electrical Consultancy for GERMI Solar Power Projects**

**RFP No.: GERMI RFP Document No. GERMI/RE4/SERVICES/2018/08**

Dear Sir,

I, ..... [Name of Authorized Representative], the authorized representative of ..... [Name of Company], having read, examined and understood in detail the RFP for selection of Consultant for Electrical work of Solar Power Projects of GERMI.

We give our unconditional acceptance to the RFP including but not limited to all its instructions, terms and conditions, and formats attached thereto, issued by GERMI, as amended. In token of our acceptance to the RFP, the same have been initialled by us and enclosed to the Bid. We accept that all decisions made by GERMI in respect of any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive any and all claims in respect of the Bid process.

We undertake that we fulfil the requirement enabling us to become eligible for Bidding for the RFP. We also provide our unconditional consent to GERMI's any decision regarding our disqualification based on our eligibility without GERMI assigning any reasons for disqualification thereof.

We have enclosed the requisite Earnest Money Deposit (EMD) of Rupees Ten Thousand Only (Rs. 10,000/-) as per the provisions of the RFP in the form of Demand Draft No. .... [Demand Draft No. here] from ..... [Bank name] dated ..... [date].

We confirm that there have no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to fulfilling our obligations as per the RFP. We also confirm that any company, private or government does not blacklist us.

The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

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(Sign and Seal of Bidder)

We confirm that all the prices, terms and conditions, etc. of our Bid are valid for acceptance for a period of one hundred and eighty (180) days from the Bid Submission Deadline.

Details of the contact person representing our organization for the Bid process are as follows:

Name : .....  
Designation : .....  
Organization : .....  
Address : .....  
.....  
.....  
Mobile : .....  
Phone : .....  
Fax : .....  
Email : .....

All the necessary submissions are attached herein as per the formats and methods specified in this RFP as indicated in the attached Bid Submission Checklist.

Dated the ..... [day of the month] day of ..... [month, year] at ..... [place].

Thanking you,

Sincerely yours,

.....

## Annexure 2: Format of Financial Bid for Electrical Consultant

[Covering Letter shall be on the official letterhead of the Bidder.]

[Reference No.]

From:

[Address of the Lead Consortium Member]

[Telephone No., Fax No., Email]

[Date]

To:

**The Director General**

Gujarat Energy Research and Management Institute

1<sup>st</sup> Floor, Energy Building,

Pandit Deendayal Petroleum University Campus,

Gandhinagar, Gujarat 382 007

INDIA

**Sub: Financial Bid for selection of Electrical Consultant for GERMI Solar Power Projects**

**Ref: GERMI RFP Document No. GERMI/RE4/SERVICES/2018/08**

Dear Sir,

I, ..... [Name of Authorized Representative], the authorized representative of..... [Name of Company], having read, examined and understood in detail the RFP for selection of Consultant for Solar Power Projects of GERMI, hereby submit our Financial Bid as follows:

### Part A: Review of Designs

Sr. No.	Item Description	1 MW to 20 MW (Single/ Multiple Plot)	21 MW to 40 MW (Single/ Multiple Plot)	41 MW to 100 MW (Single/ Multiple Plot)
		Basic Rate (INR)	Basic Rate (INR)	Basic Rate (INR)
1	Technical Specifications (A) & Costing			
2	Key SLD for DC / AC part of Plant and Cable Schedule			
3	Overall Earthing System			
4	Overall Lightning and Surge Protection System			
5	Overall Plant Lighting System			
6	Overall Design for Inverter Room with heating calculation			

(Sign and Seal of Bidder)

7	Overall Design for Control Room cum Conference Room			
8	Overall Design for Plant Auxiliary (s)			
9	Overall Switchyard Equipment Layout			
10	Overall Switchyard Earthing Layout			
11	Overall Switchyard Lighting Layout			
12	Overall Switchyard Conductor Stringing Design /Transformer Yard DP Structure Design			
13	Overall Switchyard Cable Schedule			
14	Overall BoQ including DC / AC / Switchyard / Metering /Transformer Yard			
15	Overall SCADA Communication, CCTV, Fire System Equipment Specification			
16	Overall SCADA, CCTV, Fire Protection System, Instrumentation Cable Schedule			
17	Site Visit (Inclusive up to 3 visits, also specify pro-rata man-day)			
	<b>Total of Part A (INR)</b>			
	<b>Applicable GST @ 18% applicable as of Date (9% SGST +9% CGST)</b>			
	<b>Total of Part A including GST (INR)</b>			

**Part B: Developing New Designs**

Sr. No.	Item Description	1 MW to 20 MW (Single/Multiple Plot)	21 MW to 40 MW (Single/Multiple Plot)	41 MW to 100 MW (Single/Multiple Plot)
		Basic Rate (INR)	Basic Rate (INR)	Basic Rate (INR)
1	Development of Technical Specifications (A) & Costing			
2	Development of Key SLD for DC / AC part of Plant and Cable Schedule			
3	Overall Earthing System			
4	Overall Lightning and Surge Protection System			
5	Overall Plant Lighting System			

6	Overall Design for Inverter Room with heating calculation			
7	Overall Design for Control Room cum Conference Room			
8	Overall Design for Plant Auxiliary (s)			
9	Overall Switchyard Equipment Layout			
10	Overall Switchyard Earthing Layout			
11	Overall Switchyard Lighting Layout			
12	Overall Switchyard Conductor Stringing Design /Transformer Yard DP Structure Design			
13	Overall Switchyard Cable Schedule			
14	Overall BoQ including DC / AC / Switchyard / Metering /Transformer Yard			
	Overall SCADA Communication, CCTV, Fire System Equipment Specification			
	Overall SCADA, CCTV, Fire Protection System, Instrumentation Cable Schedule			
15	Site Visit (Inclusive up to 3 visits, also specify pro-rata man-day)			
	<b>Total of Part B (INR)</b>			
	<b>Applicable GST @ 18% applicable as of Date (9% SGST +9% CGST)</b>			
	<b>Total of Part B including GST (INR)</b>			
	<b>Grand Total (Part A + Part B) including GST (INR)</b> <b>To be used for evaluation purpose</b>			

Dated the ..... [day of the month] day of ..... [month, year] at ..... [place].

Thanking you,

Sincerely yours,

[Signature]

\_\_\_\_\_

[name]

[designation]

### Annexure 3: List of Similar Projects

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Sr. No.	Details of Client	Brief Description of the Overall Project	Scope of Work of Consultant	Work Order attached?	Completion Certificate attached?
1.	1 [Name] [Contact Person] [Designation] [Phone, Email]			Yes/No	Yes/No
2.					
3.					

Notes:

1. Description of Project can be included in a separate attachment. Please note that the scope of work of the Consultant should be clearly highlighted to be considered as experience during evaluation of this RFP.
2. It is mandatory to attach Work Order if particular project experience is to be considered during evaluation of this RFP.
3. Attachment of Completion Certificate is optional, but desirable.
4. The Bidder may highlight at least five (5) projects with no limit on the maximum number of projects.