



Request For Proposal

No.: GERMI/RE4/SERVICES/2019/01

**GUJARAT ENERGY
RESEARCH AND
MANAGEMENT INSTITUTE
(GERMI)**

**Request for Proposal for Selection of
Civil/Structural/Infrastructure Consultant under Solar Energy
Research Wing of GERMI
for Solar Park Consultancy Projects for**

[1] 700 MW Solar Power Park at Radhaneshda, Dist.-Banaskantha, Gujarat

[2] 1000 MW Solar Power Park at Dholera, Dist.-Ahmedabad, Gujarat

Issued On:

05.08.2019

Last Date for Submission of Proposal:

13.08.2019

Address:

**1st 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

Request for Proposals

Gujarat Energy Research and Management Institute (GERMI), is undertaking a Project Management Consultancy for development of infrastructure of 700 MW Solar Power Park at Radhaneshda and 1000 MW Solar Power Park at Dholera, Gujarat and is keen to hire qualified and experienced Consultant for the same.

Sealed bids are invited through this Request for Proposal No.: GERMI/RE4/SERVICES/2019/01 dated 05.08.2019 from all organizations/individuals working as consultants with considerable structural engineering background in designing module mounting structures.

The RFP Document can be downloaded from GERMI website <http://germi.org/tenders.html>. All relevant documents along with the RFP Document are required to be submitted in physical form to GERMI office on or **before 13 August 2019 by 1200 Hrs.**

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

Dr. AnirbidSircar
(Director General, GERMI)

Table of Contents

1.IMPORTANT DATES AND AMOUNTS	6
1.1. Important Dates	6
1.2. Important Amounts	6
2.INTRODUCTION	7
2.1. Gujarat Energy Research and Management Institute	7
2.2. About the project and the location	7
3.INSTRUCTION TO BIDDERS	8
3.1. General	8
3.2. Eligibility	9
3.3. Earnest Money Deposit	9
3.4. Bid Deadline	9
3.5. Submission of the Bid	10
3.6. Bid Price	10
3.7. Bid Opening and Evaluation	11
3.8. Right to Accept or Reject Any or All Bids	11
3.9. Financial Evaluations and Negotiations with Bidders	11
3.10. Award of Contract	11
4.SCOPE OF WORK AND LOCATIONS	12
4.1. Scope of work	12
4.2. Contract Duration	12
5.GENERAL TERMS AND CONDITIONS	13
5.1. Consultant and its team	13
5.2. Insurances	13
5.3. Reimbursements	13
5.4. Payment Terms and Performance Bank Guarantee (PBG)	13
5.5. Taxes and Duties	13
5.6. Confidentiality	14
5.7. Intellectual Property	14
5.8. Assignment	14
5.9. Indemnity	15
5.10. Cancellation/ Termination	15
5.11. Governing Law	15
5.12. Penalty	15
5.13. Legal Jurisdiction and Arbitration	15
5.14. Force Majeure	15

5.15.	Termination of Contract	16
5.16.	Other general terms	16
6.	CONSULTANT'S DETAILED SCOPE OF WORK	17
6.1.	Scope of Work	17
6.1.1.	Detailed Break up of Payment for Consultancy In Case of SOLAR PARK AT RADHANESHDA	17
6.1.2.	Detailed break up of Payment for Consultancy in Case of SOLAR PARK AT DHOLERA	17
6.1.3.	Estimated Major Break-up of Consultant work	18
6.1.4.	Structural	19
6.1.5.	Safety	20
6.2.	Procurement Services	20
6.2.1.	Purchase	20
6.2.2.	Manufacturing, Inspection & Expediting	20
6.2.3.	Contracting	21
6.2.4.	Cost Engineering	21
6.3.	Construction	22
6.3.1.	Construction Management	22
6.3.2.	Construction Management	22
6.4.	Project Management and Control	23
6.4.1.	Planning and Scheduling	23
6.5.	Scope of Work for Each Category	23
6.5.1.	Project Management	24
6.5.2.	Project Monitoring and Control	25
6.6.	Commissioning, Startup and Performance Tests	26
6.6.1.	Mechanical / Civil Completion	26
6.6.2.	Commissioning and Start-up	26
6.6.3.	Factory Acceptance Tests	27
6.6.4.	Site Acceptance Tests	27
6.7.	Project Documents/ Completion/ Closeout Reports	27
6.8.	Project Execution Methodology	28
6.8.1.	Procurement / Works Packages	29
6.8.2.	Execution Plan	29
6.8.3.	Quality Assurance	30
6.8.4.	Design Standards	30
6.9.	Other Conditions	30
6.10.	Key Result Areas and Recoveries	31
6.11.	Health, Safety and Environmental Hazards	32

6.12. Consultant Deliverables	33
7. Annexure 1: Format of Covering Letter for Submission of Bid	34
8. Annexure 2: Format of Financial Bid for Civil/Structural/Infrastructure Consultant	36
9. Annexure 3: List of Similar Projects	38
10. Annexure 4: Format for Performance Bank Guarantee	39

1. IMPORTANT DATES AND AMOUNTS

1.1. Important Dates

- | | |
|--|---------------------------------|
| a. Date of floating of RFP | : 05 August 2019 |
| b. Last date for requesting clarification pertaining to this RFP | : 08 August 2019, 1700 Hrs IST |
| c. Last date of submission of Bid | : 13 August 2019, 1200 Hrs IST |
| d. Date of Opening of Technical Bid | : 13 August 2019, 1500 Hrs IST |
| e. Date of Opening of Financial Bid (Tentative) | : 16 August, 2019, 1730 Hrs IST |

1.2. Important Amounts

- | | |
|--|-----------------------------|
| a. Tender Processing Fees (non-refundable) | : 10,000 INR through DD |
| b. Earnest Money Deposit (EMD) | : 60,000 INR through DD |
| c. Performance Bank Guarantee (PBG) | : 10% of the Contract Value |

2. INTRODUCTION

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 and other parts of the country as part of its mandate and therefore receive technical consultancy assignments from the Government and various other organizations working towards the same goal.

GERMI has been currently working on various solar PV project in and outside Gujarat like Haryana, Odisha, Jharkhand, Goa and any other part of the India. These projects at the initial stage require services related to Civil /Structural Engineering for development of design of infrastructure at 700 MW Solar Power Park at Radhaneshda, Dist.: Banashkantha, Gujarat and 1000 MW Solar Power Park at Dholera, Dist.: Ahmedabad, Gujarat respectively.

Gujarat Energy Research & Management Institute (GERMI or “Client”) is engaged in design and execution of utility scale solar PV power plant projects in the state of Gujarat, under different capacities and also Solar Parks.

Detailed financial offers are invited from interested and eligible Consultants to be hired as “Consultant” to undertake design tasks of the Solar Parks.

-----End of Section-----

3. INSTRUCTION TO BIDDERS

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 revoke the process of this RFP at any time before placement of the order for the said Scope of Work herein.
- 3.1.3. Consultancy project will be assigned to Lowest offered rate (L1).
- 3.1.4. The Bidder shall prepare the Bid based on the information furnished and terms and conditions provided in the RFP.
- 3.1.5. The Tender processing fee has to be submitted along with the RFP document in Envelop no. 1 in the form of a DD drawn on Gujarat Energy Research and Management Institute, payable at Gandhinagar.
- 3.1.6. The Bid shall also contain all the information asked in this RFP with supportive data wherever necessary.
- 3.1.7. 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.
- 3.1.8. Failure to comply with all amounts and timeline indicated in this RFP shall automatically make the Bid liable for rejection.
- 3.1.9. The Bid submitted is to be signed by a person who is a duly authorized representative of the Bidding organization.
- 3.1.10. This RFP is non-transferable. Each bidder shall submit only one Bid by itself.
- 3.1.11. 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.
- 3.1.12. The prospective Bidder requiring any clarification shall write to GERMI on or before the last date for such clarification as indicated in **Clause No.1.1(b)** above so as to ensure timely response by GERMI and timely submission of the Bids.
- 3.1.13. Bid Validity: The Bids shall be kept valid for at least One Hundred and Eighty (180) days from the date of opening of Financial Bid as indicated in **Clause No.1.1(e)**. 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.
- 3.1.14. 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.
- 3.1.15. 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.

For any clarification, emails can be sent to **Mr. Kaushik Patel**, Head Projects, Solar Wing, GERMI (kaushik.p@germi.res.in).

Shri Kaushik Patel

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

Phone: (+91) 79 2327 5758
Fax: (+91) 79 2327 5380
Email: kaushik.p@germi.res.in

3.2. Eligibility

- 3.2.1. Bidders demonstrating atleast five (05) years of experience in designing of Infrastructure projects shall qualify to Bid for this RFP. Please provide details of the job undertaken with certificate (Work Order / Completion Certificate) from client.
- 3.2.2. The bidder should be entitled as licensed Civil/ Structural/ Infrastructure Engineer from competent institute of repute (i.e. Government body, Institute of Engineers India or equivalent) supported by a license issued to the Civil/ Structural/ Infrastructure Consultant.
- 3.2.3. The Bidder should have completed at least three projects for state government / central government companies (to be supported with Work Order/ Certificate of Completion from respective authority).
- 3.2.4. Bidder must have designed at least one Infrastructural/ Industrial Project having value more than Rs. 40 Crore. Bidder shall submit supporting documents such as Work Order/ Lol/Certificate of Completion from respective authority.
- 3.2.5. The Bidder shall have positive net worth and average turnover of Rs. 100 Lacs for last three financial years. Individual chartered/licensed engineers or firms are also eligible provided they meet eligibility criteria. The Bidder shall submit CA Certificate for positive net worth and certified average last three financial year's turnover.
- 3.2.6. The Bidder should not have been banned/ blacklisted / declared ineligible/ or declared having dissatisfactory performance by any government / quasi-government authority in India as on tender floating date.
- 3.2.7. The Bidder shall submit Company Profile & the CV's of the Team members.

3.3. Earnest Money Deposit

- 3.3.1. The Bidder shall be required to submit Earnest Money Deposit (EMD) of the amount mentioned in **Clause No.1.2 (b)** in the form of a Demand Draft in favor of Gujarat Energy Research and Management Institute payable at Gandhinagar, valid for a period of ninety (90) days from the last date of submission of Bid.
- 3.3.2. The EMD shall be from any nationalized 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 all the bidders shall be returned once the Successful Evaluated Bidder accepts the LoA issued.
- 3.3.5. The EMD of Successful Evaluated Bidder can be forfeited if it delays to accept the LoA within the stipulated period, and the contract shall be allotted to next best/lowest quoted bidder.

3.4. Bid Deadline

- 3.4.1. Any Bid received by GERMI after the last date for submission of Bid as indicated in **Clause No.1.1(c)** 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 one envelope comprising of:
- Envelope-1 shall comprise of Technical Bid.
 - Envelope-2 shall comprise of the duly filled-up Financial Bid.
- 3.5.2. **Envelope-1 (Technical Bid) shall contain the following details and documents:**
- 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: Format of Covering Letter for Submission of Bid.
 - List of Similar Projects carried out by the Bidder as per the format given in Annexure 3: List of Similar Projects. The Bidder shall annexure a letter of award/work order for such projects or certificate of satisfactory completion of the projects or status of the projects.
 - Curriculum Vitae of the qualified manpower who will be directly involved in the Project.
 - Any other related document like Demand draft for Tender Process Fee and Earnest Money Deposit.

Envelope-2 (Financial Bid) shall contain the duly filled Financial Bid (Annexure-2)

- 3.5.3. Envelope-1 and Envelope-2, containing the above information shall be sealed individually and labelled clearly on top of the envelopes as follows:
- “ENVELOPE-1: TECHNICAL BID FOR SELECTION OF CIVIL/ STRUCTURAL/INFRASTRUCTURE CONSULTANT FOR SOLAR PARK CONSULTANCY PROJECTS OF GERMI”**
 - “ENVELOPE-2: FINANCIAL BID FOR SELECTION OF CIVIL/ STRUCTURAL/INFRASTRUCTURE CONSULTANT FOR SOLAR PARK CONSULTANCY PROJECTS OF GERMI”**
- 3.5.4. All the above envelopes shall be placed in a general sealed envelope labeled on the top as:
“BID FOR SELECTION OF CIVIL/ STRUCTURAL/ INFRASTRUCTURE CONSULTANT FOR SOLAR PARK CONSULTANCY PROJECTS OF GERMI”
- 3.5.5. All envelopes shall clearly indicate the name and address of the Bidder.
- 3.5.6. All Bids shall be addressed to:

**The Director General
Gujarat Energy Research and Management Institute
1st Floor, Energy Building
Pandit Deendayal Petroleum University Campus
Gandhinagar, Gujarat 382 007, INDIA**

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. Bid Price

- 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. Bid price shall be quoted in Indian Rupee only.
- 3.6.3. The Bidder shall strictly adhere to the format of the Financial Bid of the bid document. The Financial Bid shall be inclusive of all taxes and duties as per **Annexure-2& 2A** with taxes and duties separately mentioned in the Financial Bid.
- 3.6.4. The price quoted in Indian 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.

3.7. Bid Opening and Evaluation

- 3.7.1. The Bidding Committee of GERMI will open Envelope-1 (Technical 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. 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 any of the Departments/ Institutions/ Local Bodies/ Municipalities/ Public Sector Undertakings, etc.

3.9. Financial Evaluations and Negotiations with Bidders

- 3.9.1. Total of the Quoted rates will be achieved by summation of the rates quoted by bidder for both the Solar Parks inclusive of taxes. Work shall be allotted to Lowest Total quoted rate (L1) bidder discovered. GERMI may call for negotiation on final rates if required.
- 3.9.2. GERMI reserves the right to negotiate with the successful bidder. If negotiations with the selected party fail then the Owner may proceed to negotiate with the next lowest 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 and to be the lowest evaluated price bid. GERMI shall prior to issuance of Notification of Award to the successful Bidder, at its discretion, evaluate or assess the Bidder to analyze whether the Bidder is competent, capable in a position to perform the work in terms of the Bidding document.

-----End of Section-----

4. SCOPE OF WORK AND LOCATIONS

4.1. Scope of work

Broader Scope of work of the consultant for both the Solar Parks includes:

- a) Study of various reports like Detailed Project Report, Contour Map and land profile, Hydrology report, Soil Investigation report, Rainfall Data etc. of the Radhaneshda and Dholera Solar Park.
- b) Modify the Detailed Project Report as per Infrastructure Planning.
- c) Alteration in existing Master plan of the Solar Park as per proposed infrastructure.
- d) Developing the design/STAAD file and all related drawings in Auto-CAD/PDF format for various proposed infrastructure in accordance to latest IS within Radhaneshda Solar Park and Dholera Solar Park.
- e) Preparation and submission of Bill of quantities.
- f) Preparation of estimated cost for the proposed infrastructure.
- g) Preparation of tender specification, Eligibility criteria, General terms and Special terms of conditions etc. with respect to latest DSR and government GR. Also assisting in floating the advertisement of tender, floating in newspapers and uploading the tender of websites (N-procure).
- h) Attending the Meetings.
- i) Assistance for verifications of technical and financial evaluations of the various contractors received bids for respective floated tenders.
- j) Preparation of work orders.
- k) Verification of various test reports and its recommendations.
- l) Verification of the bill quantities and its recommendations.
- m) Replying to the queries related to workmanship of proposed infrastructure as per observations during the site visit.
- n) Three (3) site visit per month for verification of work as per tender specifications.
- o) Assistance for issuing the final completion certificate to various contractors.
- p) If required factory visit for material inspections.
- q) If required visit to the laboratory for the materials.
- r) Preparation of Monthly Report with respect to work achieved.
- s) Preparation of methodology statement.
- t) Preparation of Field Quality Plan.
- u) Preparation of Factory Inspection Plan.
- v) Preparation of Bid Eligibility Criteria.
- w) Preparation of Monthly Cost Expenditure Report.
- x) Preparation of reconciliation report (if required).
- y) Preparation of as-built drawing.
- z) Preparation of Time Vs Progress Vs Cost chart on monthly basis as per observation during Site Visits
- aa) Preparation of PERT and GANTT Bar Chart for each work/activity.

- 4.1.1. For detailed scope of work of developing various infrastructures at Radhaneshda Solar Park and Dholera Solar Park please refer **Clause No.Error! Reference source not found.**

4.2. Contract Duration

- 4.2.1. The Contract duration of the Project/ Assignment for the successful bidder shall be of two (2) years from the date of issuance of Letter of Intent / Work Order.
- 4.2.2. The Consultant shall accept the Work Order within seven (7) working days otherwise they will be liable for necessary action from GERMI.

-----End of Section-----

5. GENERAL TERMS AND CONDITIONS

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 Five (05) 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. Consultant has to arrange at its own for cost involving for their team for its travel, stay and food for each site visit. GERMI will reimburse the expenditure on submission of the actual bills.
- 5.3.2. If GERMI requires, consultant has to arrange at its own for cost involving travel, food and stay for attending the meetings within or outside of Gujarat State. GERMI will reimburse the expenditure on submission of the actual bills. Reimbursement shall be made as per GERMI’s policy.
- 5.3.3. If GERMI requires, consultant has to arrange at its own for cost involving travel for factory inspection of material testing lab. GERMI will reimburse the expenditure on submission of the actual bills.

5.4. Payment Terms and Performance Bank Guarantee (PBG)

- 5.4.1. Payments shall be made to the Consultant on completion of the deliverables as per **Clause No 1 ,6.1.2 and 6.5**
- 5.4.2. 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.
- 5.4.3. Payments shall be made to the Consultant within maximum sixty (60) days of receipt of undisputed and duly certified Invoice.
- 5.4.4. Successful bidder has to submit the Performance bank guarantee of 10% of the contract value within 10 days of acceptance of Letter of Intent / Work Order as per **Annexure-4**
- 5.4.5. Payment for each Solar Park shall be done separately and as per milestones.
- 5.4.6. Payment shall be done for the actual work done as per milestone/category of work. If any item is not done/executed in particular milestone/category of work then payment for that milestone/category of work shall be done on pro-rate basis.

5.5. Taxes and Duties

- 5.5.1. GERMI shall carry out necessary tax withholding as per the applicable Central and State Tax Laws on payments to be made to the Bidder.
- 5.5.2. The Consultant undertakes to issue proper invoice as stipulated under the excise, custom, goods and service tax legislations to enable GERMI to avail the credit of such taxes, wherever applicable, paid by the consultant. However, if GERMI is not able to avail the credit due to issuance of a defective invoice by the supplier, or issuance of invoice not capturing the requirements necessary to enable GERMI to pay tax credit then the supplier shall immediately indemnify GERMI for such

loss of tax credit, which would be otherwise available to GERMI. GERMI will in its sole discretion decide to recover such loss by way of deduction from payment due to the supplier or PBG

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, designs, calculations, specifications, lists, photographs 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 GERMI 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 rights 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. Cancellation/ Termination

5.10.1. 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.

5.10.2. Whereas, against scope reduction, if any, the justified reduction in contract price shall be bided, discussed and agreed and accordingly contract price shall be amended.

5.11. Governing Law

5.11.1. The Order shall be governed by the Law of India. The Gandhinagar/ Ahmedabad courts shall be the exclusive jurisdiction.

5.11.2. In case of the arbitration, the place of Arbitration shall be Gandhinagar/ Ahmedabad.

5.12. Penalty

5.12.1. Penalty for each deliverable shall be levied as per **Clause No.6.10** For respective work.

5.13. Legal Jurisdiction and Arbitration

5.13.1. The contract shall be governed in accordance with the Laws of India. Any dispute within the parties arising out of the Contract shall be referred for determination by arbitration as prescribed in the Arbitration & Conciliation Act, 1996 as amended from time to time. The Arbitration Tribunal shall consist of a Sole Arbitrator to be appointed GERMI. The Arbitration shall be conducted in the English language and the venue of the Arbitration shall be Gandhinagar, Gujarat. Subject to the arbitration agreement as mentioned above, the parties submit to exclusive jurisdiction of courts at Gandhinagar, in relation to any matter arising out of this Agreement.

5.14. Force Majeure

5.14.1. Shall mean and be limited to the following-

- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by Consultant.

5.14.2. CONSULTANT shall advise GERMI by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, GERMI reserves the right to cancel the Contract and the provisions governing termination stated under **Clause 5.15** shall apply.

5.14.3. For delays arising out of Force Majeure, Consultant shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and GERMI shall not be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

5.14.4. Consultant shall categorically specify the extent of Force Majeure Conditions prevalent in their

works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, Consultant or the GERMI shall not be liable for delays in performing their obligations under this order and the completion dates will be extended to Consultant without being subject to price reduction for delayed completion, as stated elsewhere.

5.15. Termination of Contract

5.15.1. Termination for Default-

GERMI reserves its right to terminate / short close the contract, without prejudice to any other remedy for breach of CONTRACT, by giving one month notice if Consultant fails to perform any obligation(s) under the CONTRACT and if Consultant, does not cure his failure within a period of 30 days (or such longer period as GERMI may authorize in writing) after receipt of the default notice from GERMI.

5.15.2. Termination for Insolvency-

GERMI may at any time terminate the CONTRACT by giving written notice without compensation to Consultant, if Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to GERMI.

5.15.3. Termination for convenience-

GERMI may by written notice sent to consultant, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent which performance of work executed as determined by GERMI till the date upon which such termination becomes effective.

5.16. Other general terms

- 5.16.1. If in case the consultant shall have to carry out the site visit before preparing drawings, GERMI shall intimate the same.
- 5.16.2. The Consultant shall submit its price as per the negotiated rates provided in the work order.
- 5.16.3. The price given in financial bid shall be final and there shall be no deviation from that during the execution of the work.
- 5.16.4. For unforeseen design tasks which are not specified in tender, cost of the assignment shall be decided based on mutual agreement with consultant.
- 5.16.5. Consultant has to provide 1 Soft copy (PDF/AutoCAD) and 2 sets of Hard copy of the Designs, Drawings, BOQs ,Specifications with his/her approval with signature and stamp.
- 5.16.6. Total liability on the design, drawing and bill certification is on the Consultant. The Consultant's liability, if any, towards the provision of the Services provided to the GERMI shall be limited to the equivalent of the Fees payable to the Consultant by GERMI.
- 5.16.7. Validity of the price given in financial bid shall be for 6 months from the date of issuance of Work order.
- 5.16.8. No deviation from the terms and conditions is allowed.

-----End of Section-----

6. CONSULTANT'S DETAILED SCOPE OF WORK

Gujarat Power Corporation Limited (GPCL) being the sole proprietor of the Solar Park has awarded the complete Infrastructure Development work to Gujarat Energy Research and Management Institute (GERMI) considered as PMC for the project while Consultant or Civil/ Structural/ Infrastructure Consultant, as defined in the succeeding contents is referred to the Bidder responsible for the design, development and review of the Civil/ Structural Work of the Solar Park to be awarded by GERMI.

6.1. Scope of Work

In addition to broader scope mentioned above in **Clause No.4.1**, given below is the detailed scope of work to be carried out by consultant to ensure final completion of the Project. Wherever scope of work is related to consultant but requires assistance from civil structural consultant during start up, during the execution and for close up of each work, then the civil structural consultant shall deliver the same to achieve the final completion of the project.

6.1.1. Detailed Break up of Payment for Consultancy In Case of SOLAR PARK AT RADHANESHDA

Sr. No.	Particulars of Work	%age in Lump sum Fee	Category of work
1.0	Site development	15%	
1.1	Development of Master Plan & Assistance in Final Boundary Marking	5%	Basic Plan
1.2	Detailed Topography Survey	2%	Study
1.3	Detailed Geotechnical Survey	3%	Study
1.4	Outer fencing and gate, security cabin development, grading and leveling of admin and utility bldg	5%	Work Contracts
2.0	Storm water drainage & Bunding work	35%	Work Contracts
2.1	Storm Water Drainage	17.5 %	Work Contracts
2.2	Bunding Work	17.5%	Work Contracts
3.0	Road infrastructure	10%	
3.1	Internal Road	5%	Work Contracts
3.2	External Road	5%	Service Contract
4.0	Admin Building , Utility Building etc.	30%	Work Contracts
5.0	Miscellaneous Items (if any) Please Ref. Note -3	10%	Work Contract

6.1.2. Detailed break up of Payment for Consultancy in Case of SOLAR PARK AT DHOLERA

Sr. No.	Particulars of Work	%age in Lump sum Fee	Category of work
1.0	Site development	15%	
1.1	Development of Master Plan & Assistance in Final Boundary Marking	5%	Basic Plan
1.2	Detailed Topography Survey	2%	Study

1.3	Detailed Geotechnical Survey	3%	Study
1.4	Outer fencing and gate, security cabin development, grading and leveling of admin and utility bldg	5%	Work Contracts
2.0	Storm water drainage & Bunding work	35%	Work Contracts
2.1	Storm Water Drainage	17.5 %	Work Contracts
2.2	Bunding Work	17.5%	Work Contracts
3.0	Road infrastructure	10%	
3.1	Internal Road	5%	Work Contracts
3.2	External Road	5%	Service Contract
4.0	Admin Building , Utility Building etc.	30%	Work Contracts
5.0	Miscellaneous Items (if any) Please Ref. Note -3	10%	Work Contract

NOTE :

- For the works categorized at “**SERVICE CONTRACT**”, Consultant has to mainly co-ordinate with contractor and respective Govt. Agency. In addition to Co-ordination, Consultant has to randomly check work and schedule of above works. Consultant shall have to advise and suggest on any issue of above packages to prevent time over-run and cost-over run of above package. In cases of Government department work, to liaison with such department, facilitate GPCL to complete necessary formalities, assist GPCL to take necessary approval, obtain necessary data from them, etc.
- For Solar Power Park Developer, Consultant has to allocate land plot with precise marking of boundaries, facility mark-up, convey battery limits of various infrastructure facilities. Consultants have to settle any issue related to Solar Park with SPPD.
- “**MISCELLANEOUS ITEMS**” are the category of the work which may come into existence for the items which are not specified in the tender but is necessary in development of the Solar Park. If miscellaneous items are not required to be executed then bidder will get the payment of that mile stone at the end of the project/close out.
- For Each category of work, please see the scope of work as mentioned in **Clause No. 6.5**

6.1.3. Estimated Major Break-up of Consultant work

Architecture	25%
Civil & Structural	60%
Mechanical	15%

Architecture:

[i]	Prepare a master plan for entire solar park
[ii]	Prepare Material Take-Off.
[iii]	Prepare Tender Specifications.
[iv]	Overall Plot Plan of Power Evacuation Station, Telecommunication Building, Administrative Building, security location, water supply, etc.
[v]	Architectural Drawings for various Buildings mainly Admin building, telecom, etc.

[vi]	Site Grading Plan and layout of roads / storm-water disposal / sewage disposal at above locations.
[vii]	Solar project plotting, utility corridor layout
[viii]	Detailed Technical Specifications for Equipment foundations, roads, drains, compounds wall, fencing etc.
[ix]	MTO and MR for all items.

General Civil:

[i]	Updating & detailed topography survey, updating & detailed of soil investigation and geo-technical investigations
[ii]	Fixation of final boundary in consultation with local revenue office
[iii]	Prepare Plot Plans for Solar Projects, Power Evacuation Station, Administrative Buildings covering Road, Internal Evacuation corridor, Storm water drainage system , telecommunication Building etc.
[iv]	Prepare Area Drawings.
[v]	Prepare Material Requisitions and Purchase Requisitions.
[vi]	Prepare Material Take-Off.
[vii]	Carry out Technical Evaluation of Bids.
[viii]	Prepare Tender Specifications for Topographical Surveys and general Civil Works, if required
[ix]	Review Vendors' / Contractors' Documents.
[x]	Prepare & issue Drawings required for Construction including Foundation Drawings.
[xi]	All Civil works related to boundary fencing, front gate, landscaping etc.

This will comprise of but not limited to the following and delivered to GPCL both in hard and soft forms.

Mechanical:

[i]	Prepare Mechanical Design Basis – Air condition system for Office building and /or residence building, etc.
[ii]	Prepare Equipment Datasheets and Material Take-Off.
[iii]	Prepare Material Requisitions and Purchase Requisitions.
[iv]	Carry out Technical Evaluation of Bids.
[v]	Prepare Tender Specifications for Mechanical Works.
[vi]	Review Vendors' / Contractors' Documents.
[viii]	Datasheets for all Accessories / Spares related to Items / Works detailed in the Tender Documents.
[ix]	Detailed Technical Specifications for all Mechanical related items.

6.1.4. Structural

[i]	Prepare Design Basis.
[ii]	Prepare Layout Drawings for Buildings.
[iii]	Prepare Material Take-Off.

[iv]	Prepare Specifications for Structural Works.
[v]	Prepare Drawings required for Construction.

6.1.5. Safety

Consultant will be responsible for preparing the Disaster Management Plan, Onsite and Offsite Emergency Action Plan, Safety Manual, and submit the same to GPCL before the commencement of any work by Solar Project Developer. The Consultant is also required to prepare Safety Pamphlets, Do's & Don'ts, etc. required to be distributed to statutory authorities, Solar Project Developers, villagers, etc. during construction.

6.2. Procurement Services

6.2.1. Purchase

The Consultant will be responsible for preparing all the Tender Documents for all the Purchase and Work Orders. The Tender Documents will incorporate the GPCL's standardized "General Conditions of Contract [GCC – Goods /GCC – Works (as applicable)]" and "Instructions to Bidders" which will be provided by GPCL to GERMI. The tendering will be done strictly as per GPCL's "Contracts and Procurement Procedure" and notifications / guidelines being issued by Government of Gujarat, Government of India, Central Vigilance Commission, etc. from time to time. The envisaged activities include:

- i. **Warranties and Guarantees:** Consultant shall obtain from the vendors / suppliers, the best possible warranties and guarantees covering workmanship and materials for the benefit of the owner and will take all steps to ensure that such warranties and guarantees are enforced. The Consultant shall be completely responsible for all warranties / guarantees related to the design & engineering being done by them.
- ii. **Enquiries:** The Consultant shall assign a central procurement team to manage and conduct the purchase of all equipments and materials. Enquiry activities shall be controlled by the consultant. Consultant shall be responsible for issuing enquiries to those vendors on approved vendor lists, expediting receipt of quotations, evaluating the bids and submitting recommendations to Owner for approval.
- iii. Reasons for cost variation between estimated costs submitted with recommendation for price bid opening and order value.
- iv. The cycle time for completion of each intermittent activity for pre-ordering / post- ordering will be maintained so as to achieve timely completion of the project as per targeted completion schedule.
- v. However, timelines specified at future sections will be followed by the Consultant. The same will be highlighted in the Execution Plan to be submitted by Consultant.
- vi. Consultant will prepare MR in such way that surplus generation is minimum. Milestone for this will become payable if the surplus generation, as part of the total procurement is 3% or less.
- vii. The consultant shall forward the bills to GPCL, duly certified for payment, within the stipulated time of receipt

6.2.2. Manufacturing, Inspection & Expediting

- [1] Granting approval to all drawings / documents submitted by vendor for start & during manufacturing within two (02) weeks of the submission of document by vendor / contractor. The Consultant should expedite submission of required drawings, QAP, procedure, etc. by vendors in order to expedite the procurement of materials.
- [2] Prepare inspection and expediting procedure.

- [3] Establish vendors manufacturing and delivery schedules.
- [4] Expedite vendors for timely action on sub-contracted items
- [5] Qualify and approve vendor's procedures in time for manufacturing.
- [6] Carry out Material identification and marking.
- [7] Carry out inspection of all items directly purchased by GPCL. Carry out inspection of bought-out items of contractors' supply, as specified elsewhere in the tender.
- [8] All charges for inspection / expediting are in the scope of the Consultant.
- [9] Carry out Inspection of items proposed to be used from GPCL surplus stores.
- [10] Ensure that items procured by contractors are acceptable as per PO specifications and standards.
- [11] Carry out inspection of the items procured through the contractors by professionals of concerned discipline /system.
- [12] Carry out inspection of the items procured through the contractors by professionals of concerned discipline /system.
- [13] Witness performance / acceptance tests as applicable.
- [14] Consultant should ensure the compliance of the requirements of 3.2 certification.
- [15] Carry out expediting the deliveries of materials /equipments.
- [16] Prepare periodic inspection and expediting reports.
- [17] The following shall be applicable for Inspection / tour outside India:
 - (a) Stage inspection will be carried out selectively based on Purchase Requisition.
 - (b) For critical / major items final test including hydro-tests, FAT, etc. shall be witnessed and certified. However, for components, non-critical / minor equipments and bulk materials acceptance will be on the basis of review of relevant test certificates / actual inspection as decided by the inspector in consultation with GPCL(Critical / major items may include Line Pipes, Sectionalizing Valves, Ultrasonic Flow Meters, Metering Skids, etc.).
 - (c) All expenditures shall be borne by the Consultant within the quoted price.
- [18] Consultant shall certify FAT and SAT of various procurement items besides witnessing the same.
- [19] All activities pertaining to Inspection at vendors & contractors works sites shall be the complete responsibility of the Consultant. Consultant is required to issue final "Inspection Release Note" after inspection.
- [20] The Inspection and test plans for material and construction site activities shall be developed by the Consultant and got approved from the Owner.

6.2.3. Contracting

- [1] Prepare Bid Evaluation Criteria (BEC) & list of contractors for various works.
- [2] Prepare Tender Documents for all works.
- [3] Carryout Technical and Commercial Evaluation of Bids and Prepare Recommendations.

6.2.4. Cost Engineering

- [1] Prepare Periodic Cost Status Reports (Monthly).

- [2] Prepare MR and detailed cost estimates for bid comparison purposes.
- [3] Preparation of accurate estimates in time (based on past data / CPWD basis / Market rate Analysis) for procurement items and works is an important activity in Cost Engineering. Owner lays strong emphasis on accuracy of cost estimates and price difference beyond (\pm) 10% shall call for analysis. In case of deviation between cost estimates & L-1 price bid being more than (\pm) 10% not backed by justifiable reasons and not beyond the control of Consultant shall be treated as deficiency of services by Consultant.
- [4] Provide assistance in settling all commercial issues with all the vendors / contractors till the final closeout.
- [5] Format for reporting cost estimates shall be given later by GERMI.

6.3. Construction

6.3.1. Construction Management

- [1] Only one spread. The project is very critical and all efforts shall be made by Consultant to ensure parallel jobs and faster completion of the work.
- [2] Providing specialized guidance and assistance for development of construction methodology for all construction activities including review and approval of construction procedures and methodology.
- [3] Review contractor's resources and schedules.
- [4] Mobilize adequate manpower to carry out the construction supervision activities.
- [5] Supervision during the surveys and soil investigations when carried out by the contractors. Carry out construction supervision activities based on the approved construction drawings.
- [6] Carry out progress measurement, scrutiny, works certification of contractor's bills for payments (including final bills).
- [7] Deviations, extra items, AHR items, time extension, etc. of the contractors are to be analyzed and forward the recommendations within 15 days of occurrence for approval of GPCL.
- [8] Coordinate with contractors, GPCL.
- [9] Carry out stores management including handing over to GPCL the leftover construction surplus materials along with their Inspection Certificates and final drawings and documents. Consultant shall be responsible for proper maintenance and upkeep of the materials. Recovery shall be levied for loss or shortage of materials.
- [10] Carry out contract management
- [11] Prepare monthly / weekly progress status reports.
- [12] Carry out QA / QC during construction. Consultant shall use its Construction Management Procedure (CMP) and review all the QA / QC formats submitted by the execution contractors in order to maintain required quality during construction period.
- [13] Necessary technical assistance for settlement of extra claims raised by the contractors / vendors and arbitration cases shall be provided by the Consultant till a period of twenty-four (24) months after the completion of the project at no extra cost to GPCL. Consultant shall give recommendations on extra claims raised by the contractors / vendors. Final acceptance / settlement will be taken care of by GERMI.
- [14] In addition to above, Consultant shall do all activities to do Construction Management efficiently.
- [15] The Consultant shall quote all charges inclusive.
- [16] No separate payment / re-imburement shall be made by GERMI.

6.3.2. Construction Management

- [1] Follow up with vendors and contractors for as-built drawings / documents in required software and hardcopy format, review / approve the same and forward to GERMI.

- 2] All project related documents for future reference and records will be handed over to GERMI as per standard international practice. Submission of final documents shall be under the following heads:
- As-built Drawings.
 - Detailed Operating Manual.
 - Separately highlighting recommendations of the EIA (if applicable), HAZOP Study & Risk Analysis covering Qualitative / Quantitative risks and Risk Management Plan (RMP) & Disaster Management Plan (DMP),etc.
 - Problems faced during the project execution and mitigation measures taken and reasons for future.

6.4. Project Management and Control

6.4.1. Planning and Scheduling

The Consultant will be completely responsible for preparing project plans and schedule inline with the Overall Project Schedule provided by the client. This will include the preparation and submission of:

WORK BREAKDOWN STRUCTURE INCORPORATING	
[i]	Assist GEMI in documentation required for Statutory Permissions / NOC's from various authorities for Crossing Permissions, NOC from State Pollution Control Boards, CCOE Clearance, MOE&F Clearance, any other permission required for project execution.
[ii]	Engineering (Detail Engineering)
[iii]	Tendering
[iv]	Ordering
[v]	Manufacturing
[vi]	Inspection & Expediting
[vii]	Delivery
[viii]	Construction
[ix]	Commissioning

6.5. Scope of Work for Each Category

Category	Stages & Scope of work	Weight
Basic Plan	Initial plot plan and boundary marking	20%
	Progressive Revisions	50%
	Final As built Master Plan	20%
	Project Close –up	5%
Study	Detailed Scope of Work & Tender document	20%
	Tendering Process	50%
	Study Scrutiny	20%
	Scrutiny of Report Submitted by Vendor	10%
Work Contracts	Detailed Engineering	5%
	Scope of work and Tender Document for each package	10%
	Tendering Process	10%

	Ordering	5%
	Manufacturing / Quality Control	20%
	Construction monitoring	30%
	Commissioning	10%
	Defect liability Period	5%
	Work/Sub project close-up	5%
Service Contract		
	Progressive co-ordination & Random Supervision, advisory/guidance on any issue, liaison with statutory and non-statutory organization	85%
	Due diligence/verification of commissioning report of subproject of works submitted by Other Consultant or Contractor	10%
	Declaration of Work / Sub-project Close up	5%

Following are to be strictly noted:

Prepare monthly progress reports for the Project and provide all assistance to GPCL for preparing reports required by top corporate management. Strict adherence to submission of all documents, reports, presentations, queries from various agencies needs to be prepared and submitted on time. For successful and timely implementation, the consultant shall adhere to, but not limited to, the following:

- [1] The Consultant shall prepare the Overall Project Schedule as per the GPCL's approval and also as per the internal schedule which will be decided during the Project kick-off meeting.
- [2] The Project Schedule (Network Diagram & IJ List) will be prepared for items listed as (A) above and submit to GPCL within one (01) week of kick-off meeting. This shall also include the Activity list, list of Milestones, Work- Breakdown Structure (WBS), etc. Preparation of all these documents in Primavera / SAP-PS module is required. The consultant shall also prepare the financial month-wise cash flow diagram, apart from the monthly apart from the monthly physical progress schedule as per internal and board approved schedule.
- [3] Prepare various Status Reports, e.g. Pre-Order, Post-Order, Material Expediting, Construction, etc.
- [4] Prepare Project Closeout Report, including performance report of vendors / contractors.
- [5] Apart from the above deliverables of the consultant, the consultant will be required to submit other documents in the form of reports, as deemed necessary for successful and timely Project implementation.

6.5.1. Project Management

The Consultant will be completely responsible for the entire Project Management wherein they will be required to work in close coordination with GPCL team. For efficient and timely completion of the project the Consultant will be required to:

- [1] Establish Communication Procedures in concurrence with GPCL.
- [2] Establish Procedures for various activities to be performed for various WBS elements viz. Tendering, Ordering, Manufacturing, Inspection, Delivery, etc.
- [3] Define Scope of Work for various groups.
- [4] Attend Monthly Project Review Meetings with GPCL or GERMI Management.
- [5] Attend weekly Project Meeting with Project Manager.
- [6] Surveillance on the entire Project-related activities.

- [7] Monitor progress of the Project and submit periodic status reports to GPCL or GERMI.
- [8] Coordination with vendors / contractors relating to the procurement of items and execution of the work.
- [9] Provide timely inputs in terms of materials & drawings to contractors for carrying out construction activities.
- [10] Prepare various reports / draft reply letters as required from time to time for GPCL's management and for onward submission to Government & statutory authorities. Normal time shall be 3 working days at max.
- [11] Provide information on best international practices being followed across the globe for gas pipeline projects as and when the information is desired by GPCL for effective and timely Project completion.
- [12] Based on requirement the Consultant shall come for meetings with GPCL within the shortest possible time wherein appropriate level of person shall be deployed.

6.5.2. Project Monitoring and Control

The Consultant shall also provide the Project Monitoring Services including the following Scope of Work:

[1]	Preparation of detailed Project Schedule.
[2]	Identification of all activities falling on the critical path of the Project.
[3]	Identification of all activities requiring close co-ordination / synchronization.
[4]	Preparation of a look-ahead model / catch-up plan for the Project from time to time.
[5]	Generation of all project monitoring reports for the Project drawing attention towards critical jobs, activities and functions.
[6]	Identification of all activities / steps required for execution of the Project within approved cost.
[7]	Identification of all activities / steps required for execution of the Project within stipulated time.
[8]	Highlight pitfalls, if any, caused by the Project Consultant / any agency hindering efficient execution of the project.
[9]	Monitoring of contractor logistics for construction.
[10]	Generation of MIS reports for the Project, and identify critical path on fortnightly basis.
[11]	Providing all inputs / performing all Project monitoring activities as desired by the GPCL Management / Project-group from time to time for timely completion of the Project.
[12]	Carrying out quality audits and Identifying the root causes of the problems encountered in pipeline construction activities.
[13]	In addition to above, Consultant shall do all activities to do Project Monitoring Services efficiently.
[14]	Risk Management: The Consultant should identify and evaluate the execution risks at different stages, recommend and implement appropriate risk mitigation measures. These are to be reflected in monthly progress report, review meetings and through other appropriate communications.

6.6. Commissioning, Startup and Performance Tests

6.6.1. Mechanical / Civil Completion

- [1] At a date prior to mechanical completion to be agreed with Owner, Consultant shall recommend to Owner for approval of the Operating Manual prepared by Consultant.
- [2] Consultant shall review and recommend for approval of the program, and supervise the mechanical completion work performed by contractors. Upon successful completion of mechanical completion work, Consultant shall review and recommend approval of Construction Completion Certificate documentation.
- [3] Consultant shall approve as required all procedures, plans, schedules and necessary certification for construction completion by the other contractors. The construction completion of individual sections of the Project shall be programmed in accordance with the overall Commissioning Plan.
- [4] Consultant shall prepare for approval by Owner and implement all necessary procedures to ensure safety of personnel working on construction activities at the same time as field inspection, testing and commissioning is in progress.
- [5] Consultant shall supervise contractors, work such that phase mechanical completion and commissioning takes place as determined by Owner's business needs.
- [6] It shall be obligatory on the part of Consultant to issue the "Mechanical / Civil work Completion Certificate".

6.6.2. Commissioning and Start-up

- [7] Commissioning and start-up is to be carried out with assistance from other contractors.
- [8] Upon Owner's approval of the mechanical completion of the work, and when it is deemed suitable by Owner, the commissioning work may commence according to the plans and schedules prepared by Consultant.
- [9] Consultant shall submit Commissioning Procedure, organize a start-up team to supervise and monitor the commissioning, startup, performance test and initial operation of the facilities consisting of representative of Owner's operating personnel, equipment suppliers, Consultant and contractors and shall ensure that the contractors provide sufficient numbers of skilled labour that is needed to complement the Owner's startup personnel and to perform all activities which include the running or operation of all equipments.
- [10] Consultant shall ensure that the contractor provide sufficient manpower, special tools and spare parts necessary for the commissioning activities will, as a minimum include:
 - Operational testing.
 - Pre-startup inspections.
 - Filling of lubricants, wherever necessary.
 - Equipment operation to make vibration and safety device checks, and other required operating tests and adjustments.
 - Flushing, blowing and chemical cleaning.
 - Installation of temporary screens, strainers and blinds.
 - Necessary purge operations, including installation of temporary purge piping, hoses or equipment connections.
 - Checking of bores of orifice plates and installing these plates after flushing operations.
 - Functional check on all instruments and controllers, instrument calibrations with standard test.
 - Equipment and all required adjustments and control point settings.
 - Check all instrument loops for proper functioning.
 - Checks all pipe supports, and guides for settings hot / cold and necessary adjustments.

- Checking and recording positions of all valves.
 - Conduct simulation runs to allow run-in operational testing of the equipment.
- [11] Consultant shall ensure that all defects and deficiencies found during the course of commissioning shall be rectified by the contractors.
- [12] Consultant shall supervise and monitor all commissioning and start-up activities and all performance test-runs which will be carried out by the contractors. All performance test results shall be reviewed and certified by Consultant.
- [13] Consultant shall report to Owner on a weekly basis on the progress and status of commissioning and startup work.
- [14] Consultant shall ensure that all commissioning records and log-sheets are properly collated and submitted to Owner as part of contractors' Mechanical Completion Certificate approval documents and provisional acceptance documents as relevant.
- [15] It shall be obligatory on the part of Consultant to issue the "Commissioning Certificate".

6.6.3. Factory Acceptance Tests

Consultant shall witness & certify the Factory Acceptance Tests (FAT) in the premises of contractor for Telecom, SCADA & APPS, Instrumentation system, CP system, etc. which will be carried out by the respective contractors.

6.6.4. Site Acceptance Tests

Respective contractors shall carry out the Site Acceptance Tests (SAT) of Telecom, SCADA & APPS, Instrumentation system, CP system, etc. shall be witnessed & certified by Consultant at site.

6.7. Project Documents/ Completion/ Closeout Reports

Consequent upon the successful completion and commissioning of the project the Consultant shall be responsible for the following:

- I. Follow up with vendors and contractors for as-built drawings / documents in required software and hardcopy format, review / approve the same and forward GPCL.
- II. Submission of all Project-related documents to GPCL for future reference and records as per standard international practice. Submission of final documents shall be under the following heads:
 - a) As-built Drawings.
 - b) Detailed Operating Manual highlighting recommendations of the EIA,
 - c) HAZOP Study & Risk Analysis, etc., if applicable
 - d) Problems faced during the project execution and mitigation measures taken in future.
- III. Submission of all evaluation sheets of performance for all vendors, contracts in line with established procedures to which orders were placed.
- IV. Hard & soft copies of Project Closeout Report incorporating the following:
 - a) Project / Work Brief
 - b) Chronology of Approvals
 - c) Consultant Head Office & Site Office Organogram
 - d) Names of CONSULTANT Personnel working for the project along with all contact details.
 - e) Configuration and Scope work Details.

- f) Deleted.
- g) Names of Standards referred and used in Design & Engineering for various Items, Construction, Inspection.
- h) WBS-element wise "S" Curve and Overall Physical Progress Curve
- i) List of Key Milestones and date of actual achievement.
- j) List of PO's / WO's, including Vendor's name and contact details.
- k) Experience gained during Project Execution and improvements for future projects.
- l) Construction Photographs.

6.8. Project Execution Methodology

The Consultant will be required to prepare an Execution Methodology for executing the pipeline Project with the aim to execute the Project in schedule time, economize the Project cost and execute the Project in the most effective way. The methodology will be prepared within the framework of

the GPCL's procedures in vogue. The following sections outline the area which needs to be covered in the Execution Methodology.

S.N	Item	Description
[A]	Detail Engineering	This will cover the details for engineering to be done under various disciplines, listing of requirements, preparation of specifications, Material requisitions, process design basis, pipeline sizing, receipt / dispatch terminals, etc. Listing of Standards based on which the Engineering has been done item-wise.
[B]	Contracts Management: Procurement Strategy (Open Tenders, Limited Tenders, MVL) for Procurement Package, Works Package	This will highlight the identification of all materials and works and their packaging for tendering and execution. Estimating the cost of each material, works package. Mode of tendering in line with GPCL Contracts & Procurement Procedure. List of vendors as per the Master Vendor List of Consultant for items to be procured through limited tendering.
[C]	Construction Management	Identification and finalization of number of sections / spread in line with best international practices. Identification and finalization of locations for camp offices along pipeline route. Identification and location of dump-sites for line pipes. Construction strategy and schedule. Certification of contractors' bills.
[D]	Inspection Plan	Detailed plan & methodology for inspection for various categories of materials and construction including: <ul style="list-style-type: none"> _ Piping Materials _ Main Line Valves, Terminal Valves _ Construction _ FAT / SAT for SCADA, Telecom and other Packages. Methodology for release of materials after inspection. Deployment schedule of manpower for Inspection.

[E]	Project Commissioning & Startup	Methodology for Commissioning & Startup. Preparation of Operation and Maintenance Manuals, Disaster Management Plan, Emergency Action Plan.
[F]	Project Planning & Scheduling	Detailed plans and schedule for various elements of WBS. Overall Project Schedule & Plan. Financial Commitment Schedule & Cash flow Plan for various orders.
[G]	Project Hard Costs	Basis of cost estimate and estimated cost against various procurement & works Package.
[H]	Project Closeout	CONSULTANT will devise and suggest the methodology for project/work/closeout, deliverables required to be submitted During closeout, schedule for closeout.

6.8.1. Procurement / Works Packages

Detail Engineering is to be carried out by the Consultant including the sizing and engineering of all the major items. Inspection of the all major items mentioned below is to be carried out by the Consultant. The list below is indicative. There may be some items which can be directly procured through tendering. The list will be finalized at appropriate time, preferably during kick-off meeting. No additional amount is payable to the Consultant for tendering of more or less nos. packages than mentioned below:

S.N	Package/Works Description
[1]	Preparation of Master plan & boundary fixation
[2]	Gate & Fencing, Site development
[3]	Development of Internal Road
[4]	Storm water drainage System & bunding
[5]	Telecom Building, security provision, admin building, utility building
[6]	Co-ordination with Water supply System CONSULTANT & contractor (In case of 700 MW RAGHANESA) and Water supply System Package (In case of 500 MW HARSHAD)
[7]	Co-ordination & Liasion with Developer of Internal Power Evacuation System, Govt. Department, etc.
[8]	Co-ordination with Solar Project Developer/s

6.8.2. Execution Plan

Project execution methodology to complete the project within the given schedule shall be submitted by the Consultant immediately after award of the contract. Such execution of methodology will be discussed and in case any amendment/ modifications in the methodology are required to achieve the target completion of Project, then same will be revised. The description shall cover all aspects of the Project from award of Contract, through and including aspects of the basic design and detailed engineering, construction, completion, commissioning and handover of the Project.

6.8.3. Quality Assurance

Bidder shall provide details of its intended compliance with Project Quality Assurance requirements. This compliance shall be supported by quality statements and quality manuals of the bidder and all major subcontractors.

6.8.4. Design Standards

The following design standards shall be used as a minimum in the scope of work:

- (i) International Standards: ANSI, ASME, ASTM, API, SA, NACE, ISO, DIN, EN, etc.
- (ii) Indian Standards.
- (iii) Electrical Safety Standards.
- (iv) Other published Standards / Standard Practices.

In case of conflict among Indian Standards or with International Standards, owner should be consulted for deviations which in Consultant's opinion have cost impact.

6.9. Other Conditions

- a. The Consultant shall perform the work under this Contract with diligence and conforming to the best international practices available in this area.
- b. The Consultant shall perform their obligations conforming to rules, regulations and procedures prescribed by law.
- c. The Consultant shall take approval / concurrence from GPCL on major and critical issues, e.g. Design Basis, P&ID's, etc.
- d. There may be minor changes in scopes during the implementation of the Project. The Consultant shall not be entitled for extra payment for the same.
- e. The Consultant shall suggest measures to cut down costs and time overruns without compromising the quality of work required in implementing the project.
- f. The Consultant should intimate in advance any client's obligations for timely completion of activities, e.g. requirements of statutory norms, regulatory authorities, etc.
- g. The Consultant shall provide approved drawings, etc. well in time to the contractor for commencing and proceeding with the work as per agreed schedule.
- h. Foreign bidder must deploy Expatriate Project Manager.

Approvals from GPCL and GERMI: Based on recommendation of Consultant, Approvals will be given by GPCL and GERMI for Design basis, P&ID's and all major documents, stage wise approvals for procurement, issuance of Purchase Orders, execute Agreement with vendors / contractors, Releasing of payments as per PO / WO terms, opening of Letters of Credit in favor of vendors, etc. for all cases.

Any activity required to be carried out for completion of the Project though not specifically mentioned in the Tender Document shall be carried out at no extra cost to GPCL.

All assistance required by GPCL (viz. but not limited to preparation of drawings, documents, reports, etc.) for Obtaining permissions and clearances from statutory authorities shall be performed by the Consultant at no extra cost to GPCL.

The Consultant shall be responsible to prepare daily, weekly, fortnightly & monthly progress reports of the project in approved formats, formats provided by authorities etc within the quoted lump-sum price only.

The Consultant shall attend (and contribute) to Project & Construction review meetings taken by GPCL management at Project / Corporate / Site offices of GPCL and also at Vendor's / Contractor's offices from time

to time for expeditious completion of the Project within the quoted lump-sum price only, which shall be participated at appropriate level by Consultant.

The Consultant shall put in requisite efforts to achieve accelerated time-schedules for Project completion, if so required, at no extra cost to GPCL.

however not limited to, for arbitration cases till the final award of arbitration:

- 1) Examining & providing reply of claims, etc.
- 2) Participation in arbitration proceedings.

One senior-level Consultant personnel should be held responsible at for day-to-day coordination activities between GPCL & Consultant.

Technical Queries (TQ) / Commercial Queries (CQ), if required in tendering process, should be raised with the prior approval of GPCL.

The Consultant will be notified about their performance on periodic basis.

6.10. Key Result Areas and Recoveries

It is the prime responsibility of the Consultant to complete the project in schedule time. The consultant would schedule and execute project activities such as to complete the entire project within the schedule. Recoveries would be effected for the delays attributable to the Consultant. The Consultant shall be periodically intimated about their performance.

Key result areas of the performance of the Consultant along with the indicated recoveries are mentioned in the following table. This is in addition to Price Reducing Schedule as per article 3.12 of the GCC. Recoveries under this clause and PRS are subject to article 3.15 of GCC on limitation of liabilities.

S N.	Activity	Time line	Recovery
1	Finalization of Design and detailed engineering for each activity	10 days from Communication by GERMI	5 % of the respective milestone amount
2	Finalization of Tender for each activity	25 days from communication by GERMI	5 % of the respective milestone amount
3	Evaluation of bids & submission of PBO recommendation including TQ / CQ, if any.	10 days from opening of bids	5 % of the respective milestone amount
4	Submission of Award / Order placement recommendations.	7 days from the date of approval of PBO by GPCL.	5 % of the respective milestone amount
5	Submission of draft LOA and assist for entry of PO/ LOA in SAP	7 days from the date of Fax of Intent.	5 % of the respective milestone amount
6	Approval of Drawings/ Documents of Vendors for manufacturing of Equipment/ Materials.	Within 7 days of receipt from Vendors	5 % of the respective milestone amount
7	Commencement of inspection for Equipments/ Materials	Within 3 days of inspection call	5 % of the respective 'Delivery' milestone amount.

Notes:

- (1) In the entire above, calendar days are to be considered.
- (2) Apart from above, payments towards accurate cost estimate and non-generation of surplus would be regulated as per terms of milestone payment and other tender conditions.
- (3) In case project is completed within the contractual completion schedule i.e. 24 months including 2 months period for project close out time from date of FOI, retention / Recoveries made against key result area if any shall be reimbursed to the consultant.
- (4) Further, in case final time extension is granted without PRS, no recovery will be made.

6.11. Health, Safety and Environmental Hazards

A. Site Safety Planning

Prior to award of construction contracts or start of site work, Consultant shall assist to GERMI in plan job safety requirement in conjunction with contractors giving due consideration to:

- (i) GPCL's / Consultant's Safety requirements;
- (ii) Location of job-site(s);
- (iii) Type, background and quality of labor resources and anticipated training Programme;
- (iv) Nature of construction work, types of hazards anticipated and hazard prevention methods;
- (v) Inspection, testing and commissioning activities overlapping with construction including training and implementation of permit to work system
- (vi) Construction equipments and materials to be used;
- (vii) Minimizing the number of contractors / sub-contractors working in any area at the same time
- (viii) Personal protective clothing and equipment requirements must be established, and orders placed for timely delivery to job site of such equipment. Consultant will ensure that contractors execute obligations in this area.

B. Site Safety Manual

Prior to start of work at each job-site, Consultant shall assist to GPCL in publish and distribute a Safety Manual, Safety Bulletin, Do's & Don'ts about safety approved by Owner to cover safety activities. The Manual shall be published both in English, Hindi and Gujarati and in any other language suiting workers' linguistic requirements.

The design of the Manual shall permit easy communication of its contents to all personnel, recognizing languages and literacy conditions at the job site.

All GPCL's, Consultant's and contractors' supervisory personnel will be issued a copy of the Manual. Further distribution of the Manual, or specific sections, shall be determined dependent upon the needs of the adopted construction strategy and organization. Copy of the Manual will be strictly distributed to all statutory authorities.

The contents of the Manual shall include, as a minimum, the following:

- (i) Owner's Consultant's safety organization, philosophy and responsibilities.
- (ii) Owner's & Consultant's safety requirements.
- (iii) The general safety rules applicable to the job-site.
- (iv) Near-miss Accident Report.

- (v) Monthly safety audit report inline with OISD guidelines /checklist.
- (vi) The requirements, availability and provision of personal protective clothing & equipments for specific activities that will occur at jobsite.
- (vii) Traffic regulations at the work-sites.
- (viii) Requirements and standards for use of scaffolding /ladders.
- (ix) Requirements for grounding electrical construction equipments and tools.
- (x) Type, availability and responsibility for use of fire-fighting equipments.
- (xi) Work permits procedures.
- (xii) Procedures to be followed when an accident, injury or fire occurs.
- (xiii) Simple procedures to be followed by entire contractor's organization should major accident occur.
- (xiv) Control or access to site.

CONSULTANT will issue update and revise booklets prior to commencing commissioning activities as new hazards arise and new working procedures are required.

C. Preparation of Emergency Action Plan

CONSULTANT shall assist GERMI in preparation of the onsite & offsite Emergency Action Plan for site apart from preparing Disaster Management Plan. The same will be handed over to GPCL for approval and subsequent circulation.

6.12. Consultant Deliverables

The Project Management Consultant (Consultant) is required to submit all deliverables within the schedule inline with the requirements mentioned in various sections of this Bid Document. The deliverables include all documents, drawings, plan, best practices, replies, etc. mentioned under various disciplines of the WBS elements. The deliverables are summarized as under, but not limited to:

[1]	All Periodic Reports, Daily Progress Reports during Construction, Customized Reports, Presentations, Best Practices/ International Practices required for submission to Management / External Agencies.
[2]	All Documents related to Engineering, Tendering, Ordering, Manufacturing, Delivery, Construction and Commissioning.
[3]	Stage-wise Recommendations.
[4]	Design basis, Datasheets, P&ID's and Engineering Drawings.
[5]	Project Cost Reports.
[6]	Various types of Plans, Manuals, including Disaster Management Plan.
[7]	Documentation/Guidelines for health and safety.
[8]	Assistance to GERMI in Performance Evaluation Reports of Vendors / Contractors
[9]	Assistance to GERMI in Project Closeout Reports.
[10]	Assistance to GERMI in All Statutory and Non Statutory Documents/ Clearances.
[11]	Any other Deliverable not mentioned herein but required elsewhere in Tender.
[12]	Both hard and editable soft copies are to be provided.
	TIMELY COMPLETION IS THE ESSENCE OF THEPROJECT

-----End of Section-----

7. Annexure 1: Format of Covering Letter for Submission of Bid

[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

1st, Floor Energy Building

Pandit Deendayal Petroleum University Campus

Gandhinagar, Gujarat 382 007

INDIA

Sub: Bid for selection of Civil/Structural/ Infrastructure Consultant for GERMI for 700 MW Solar Park Consultancy Projects at Radhaneshda and 1000 MW Solar Park Consultancy Projects at Dholera.

Ref. No.: GERMI RFP Document No. GERMI/RE4/SERVICES/2019/01

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 Civil/Structural / Infrastructure Consultant for Civil & Structural work of Solar Park Consultancy Projects of GERMI.

We give our unconditional and irrevocable 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 initialed 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 fulfill 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 Tender Processing Fees of Rupees..... as per the provisions of the RFP in the form of Demand Draft No. [Demand Draft No. here] from..... [Bank name] dated..... [date] and Earnest Money Deposit of Rupees 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 fulfill our obligations with regard to fulfilling our obligations as per the RFP. We also confirm that we are not blacklisted by any company, private or government.

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. We confirm that all the prices, terms and conditions, etc. of our Bid are valid for acceptance for a period of 6 (six) months 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,

Name, Sign. Designation.....

Stamp.....

8. Annexure 2: Format of Financial Bid for Civil/Structural/Infrastructure 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

Gujarat Energy Research and Management Institute

1st Floor, Energy Building,

Pandit Deendayal Petroleum University Campus,

Gandhinagar, Gujarat 382 007

INDIA

Sub: Financial Bid for selection of Civil/Structural/ Infrastructure Consultant for GERMI for 700 MW Solar Park Consultancy Projects at Radhaneshda and 1000 MW Solar Park Consultancy Projects at Dholera.

Ref: GERMI RFP Document No. GERMI/RE4/SERVICES/2019/01

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 Civil Structural Consultant for 700 MW Solar Power Park at Radhaneshda and 1000 MW Solar Park at Dholera, hereby submit our Financial Bid as follows:

Annexure-2 A: Financial Bid as Civil Structure Consultant for Development of 700 MW Solar Power Park at Radhaneshda and 1000 MW Solar Park at Dholera:

Sr. No	Item Description	Lump sum Amount (in Rs.) (A)	All Taxes (in Rs.) (B)	Total (in Rs.) (C) = (A) + (B)
1	Developing Design, Drawing, Tender Specifications, Study of various reports, Site Visits, Certifications, Preparation of Field Quality Plan, Preparation Factory Inspection Plan, Methodology Statements, Monthly Reports etc. for various items of the 700 MW Solar Park at Radhaneshda			
2	Developing Design, Drawing, Tender Specifications, Study of various reports, Site Visits, Certifications, Preparation of Field Quality Plan, Preparation Factory Inspection Plan, Methodology Statements, Monthly Reports etc. for various items of the 1000 MW Solar Park at Dholera			
Total Amount in Figure (C1 + C2)				
Total Amount in Words :				

Dated the..... [day of the month] day of [Month, year] at.....
[Place].

Thanking you,

Sincerely yours,

[Signature & stamp]

[Name]

[Designation]

9. Annexure 3: List of Similar Projects

Sr. No.	Details of Client	Brief Description of the Overall Project	Scope of Work of Consultant	Work Order attached?	Work Order Value (in Rs.)	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 Civil Structural 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 three (3) projects with no limit on the maximum number of projects.

10. Annexure 4: Format for Performance Bank Guarantee

[To Be Stamped In Accordance With Stamp Act.]

REF: Request for Proposal for Selection of Civil/Structural/Infrastructure Consultant under Solar Energy Research Wing of GERMI for Solar Park Consultancy Projects for

[1] 700 MW Radhaneshda Solar Park, Dist.-Banaskantha, Gujarat

[2] 1000 MW Dholera Solar Park, Dist.-Ahmedabad (GERMI/ RE4/ SERVICES/ 2019/01)

DATE:

TO

GUJARAT ENERGY RESEARCH

AND MANAGEMENT INSTITUTE

(GERMI), Gandhinagar

Dear Sir,

In consideration of the Gujarat Energy Research and Management Institute, Gandhinagar (herein referred to as the OWNER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s_____having principal office at _____(hereinafter referred to as the "CONSULTANT" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the work of_____by issue of OWNER Order No. _____dated_____and the same having been accepted by the Consultant resulting into having agreed to provide a Contract Performance and warranty guarantee for faithful performance of the aforementioned Contract to Owner.

We (bank)_____having Head Office at (hereinafter referred to as the Bank, which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the OWNER on demand any and all moneys payable by the Consultant to the extent of 10%(Ten percent) of the Contract Prices as aforesaid at any time upto

_____without a reference to the CONSULTANT. Any such demand made by OWNER on bank shall be inclusive and binding notwithstanding any difference between OWNER and CONSULTANT discharges this guarantee. OWNER and CONSULTANT or any dispute pending before any Court, Tribunals, arbitrators or any other Authority.

The bank undertakes not to revoke this guarantee during its currency without previous consent of OWNER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER discharges this guarantee. OWNER shall have the fullest liberty without affecting in any way the liability of the BANK under this guarantee from time to time to extend the time for performance by CONSULTANT of the afore mentioned CONTRACT,

OWNER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the

exercise of any power vested in them or of any right which they might have against CONSULTANT, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between OWNER and CONSULTANT or any other course of or remedy or security available to OWNER. The BANK shall not be released of its obligations under these presents by any exercise by OWNER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of OWNER or any other indulgence shown by OWNER or by any other matter or thing whatsoever which under law would, but for this provision, have the effect or relieving the BANK. The BANK also agrees that OWNER at its option shall be entitled to enforced this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against CONSULTANT and notwithstanding any security or other guarantee that OWNER may have in relation to the CONSULTANT'S liabilities.

Notwithstanding anything contained herein above our liability under this Guarantees restricted to Rs. _____/- (Rupees _____) AND it shall remain in force up to and including _____ and shall be extended from time to time for such period as may be desired by the CONSULTANT on whose behalf this Guarantee has been given.

Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Consultant up to a total amount of (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 200

We have power to issue this guarantee in your favour under memorandum and Article of Association and the undersigned has full powers to do so under the Power of Attorney/Resolution of the Board of Directors dated _____ accorded to him by the bank.

Dated The _____ day of _____ 200

WITNESS:

(SIGNATURE)

(SIGNATURE)

BANK RUBBER STAMP

(NAME)

(NAME)

(OFFICIALSEAL)

Designation with bank stamp

Plus Attorney as per Power Of Attorney/Resolution Board of Directors

Date

-----End of Section-----

