

**UTTAR GUJARAT VIJ COMPANY LIMITED**

REQUEST FOR SELECTION (RfS) OF SPG  
FOR

**PURCHASE OF SOLAR POWER THROUGH COMPETITIVE BIDDING  
PROCESS [FOLLOWED BY REVERSE E-AUCTION]**

FOR

**SOLARIZATION OF VARIOUS 11KV FEEDERS OF 66/11KV PRANTIJ  
SUBSTATION IN UGVCL**

UNDER  
RESCO MODE OF  
**PM-KUSUM COMPONENT-C  
FEEDER LEVEL SOLARIZATION SCHEME**

Issued by:

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

**Disclaimer:**

1. Though adequate care has been taken while preparing this RfS document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within fifteen (15) days from the date of notification of RfS/ Issue of the RfS documents, it shall be considered that the RfS document is complete in all respects and has been received by the Bidder.
2. Uttar Gujarat Vij Company Limited (UGVCL) reserves the right to modify, amend or supplement this RfS document and the draft PPA including selection process and evaluation criteria, if deemed necessary by it or the same is required under Law. Such change shall be posted on Bidding Portal.
3. While this RfS has been prepared in good faith, neither UGVCL nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfS, even if any loss or damage is caused by any act or omission on their part.
4. This RfS is not an agreement and is neither an offer nor invitation to the prospective bidders or any other person. The purpose of this RfS is to set the terms for the selection process and to provide Bidders with information that may be useful to them in preparation and submission of their Bids.
5. The bidder shall bear all its costs associated with or relating to the preparation and submission of its bid, including but not limited to preparation, copying, postage, delivery fees or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and the authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation of submission of the bid, regardless of the conduct or the outcome of the bidding process.
6. UGVCL reserves the right to annul the bid process and/or reject any or all of the Bids submitted in response to this RfS document at any stage without assigning any reasons whatsoever. In such cases UGVCL will refund the EMD, if any, and cannot be subjected to any liability whatsoever due to such rejection/cancelation.
7. This RfS is invited from SPG under Component –C of MNRE, Government of India's PM-KUSUM Scheme for Solarization Agricultural feeders of selected 66/11 KV Sub-station and the availability of CFA is subject fulfillment of terms & conditions of the scheme, disbursement of CFA by MNRE to the State of Gujarat and MNRE's evaluation of data for various projects under this Tender. UGVCL and GUVNL shall not be responsible for non-receipt / part receipt of CFA or delay in disbursement of CFA to any project of any feeder, if reasons for such non-receipt / part receipt or delay in disbursement of CFA is attributable to the SPG entity. In such a case, UGVCL /GUVNL shall not be liable to pay /compensate any difference of CFA on account of less amount of CFA received from MNRE.

**Notice Inviting RfS**

**No: UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-109 DT: 13.10.2023**

As authorized by the Gujarat Urja Vikas Nigam Ltd. (GUVNL) being State Implementing Agency (SIA) for Component-C of PM-KUSUM Scheme in the Gujarat State, the Chief Engineer (P&P)-UGVCL **invites this Request for Selection of SPG through 'On-line' mode for purchase of power from solar power projects through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from 66/11KV PRANTIJ Sub-station in the supply area of UGVCL under PM-KUSUM Scheme Feeder level Solarization through RESCO Mode.**

The setting up of Solar Power Generator (SPG) under this RfP shall involve Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years from Commercial Operation Date, grid connectivity through erection of 11kV line to connect the plant with concerned 66 / 11 KV Substation, installation & operation of RMS of Solar power plant through RESCO model for Solarization of 11kV feeders of 66/11KV PRANTIJ substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS).

The RfS documents may be down loaded from web site <https://tender.nprocure.com> (For view, download and on line submission) and UGVCL's website [www.ugvcl.com](http://www.ugvcl.com) (for view download only.) (To view the PDF file please use "Acrobat Reader" software which can be downloaded from "Adobe "website.)

RfS bid offer is required to be submitted by **online mode only in electronic form on website <https://tender.nprocure.com>** (i.e. under preliminary, technical and price offer stage of online). **The copy of necessary documents as specifically mentioned in RfS is/are required to be submitted in physical form also at following address, within 5 days from the date of submission through online mode, to:-**

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

**RfS document for feeder level Solarization under PM-KUSUM-Component-C in UGVCL**

**RfS Schedule: -**

1	NIT /RfS No.	UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-109
2	NIT Issue Date	13.10.2023
3	Bidding portal	<a href="https://tender.nprocure.com">https://tender.nprocure.com</a>
4	Document description	<p>RfS Document for purchase of power through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from 66/11KV PRANTIJ Sub-station in the supply area of UGVCL.</p> <p>Which involves Design, Survey, Supply, installation, testing , commissioning ,Operation &amp; maintenance for 25 years from Commercial Operation date (COD) of grid connected substation level Solar power plant , erection and maintenance of its associated 11 KV Line to evacuate power to the substation with Remote Monitoring System (RMS) as per the PM-KUSUM Scheme Component-C-Feeder Level Solarization through RESCO model.</p>
5	Tender/Rfs Document fee	<p>Rs. 10000+ Rs. 1800/- (GST @18%)= Rs. 11800/- (Eleven Thousand Eight hundred only)</p> <p><b>Payment of Tender fee shall be accepted by RTGS/NEFT/Online only.</b></p>
6	EMD	<p><b>For the EMD amount up to Rs.3 Lakh, EMD amount shall be paid by RTGS / NEFT / Online only.</b></p> <p><b>For the EMD amount above Rs.3 Lakh, EMD amount shall be paid by RTGS / NEFT/Online / Demand Draft / Banker's cheque / pay order / Bank Guarantee.</b></p> <p>In case of payment through DD/Banker's Cheque/Pay Order /Bank Guarantee, the scanned copy of original documents shall have to be uploaded with the bid on-line and original copy of the same will have to be submitted, at the office of the Chief Engineer (P&amp;P), UGVCL Mehsana, within 5 days from the scheduled date of on-line bid opening. (Tender Fee EMD stage).</p> <p><b>Bank Guarantee shall be valid for the period of 1 year from the last date of submission of bid of this RFS</b></p> <p><b>The EMD of Rs. 1 lakhs / MW as per offered capacity.</b></p>

7	Last Date & Time of submission of On- line bid in electronic form (Tender Fee, EMD, Technical & Financial Tariff offer. (This is mandatory)	<b>Date: 03.11.2023, Time:-18:00 Hrs</b>
8	Date of opening of Tender Fee, EMD on-line	<b>Date: 04.11.2023, Time:-11:00 Hrs</b>
9	Submission of original copy of DD/ Banker's Cheque/Pay Order /Bank Guarantee	Within 5 days from the scheduled date of on-line bid opening of Tender Fee & EMD stage. (On working days, During office hours)
10	Date of opening of Technical offer on-line (If possible)	<b>Date: 13.11.2023, Time:-11:00 Hrs</b>
11	Tentative Date of on – line opening of financial “Tariff bid” (Price bid) (If possible)	<b>Date: 16.11.2023, Time:-11:00 Hrs</b>
12	Reverse e-auction	Date of Reverse e-auction will be displayed on e-reverse bidding portal and it will be conveyed through e-mail to the eligible bidders. . The bidders shall require to create e auction user id on <a href="https://e-auction.nprocure.com/">https://e-auction.nprocure.com/</a> The bidder shall require to mention their e-auction user id in the on-line submission of technical bid. <b>This is mandatory.</b>
<p><b>Note: Bidders shall ensure that they have verified the scanned copies of the documents uploaded by them and documents shall open properly without any error. It shall be sole responsibility of the bidder that the uploaded documents (in PDF form) remain legible and should not be password protected.</b></p>		

**UGVCL GSTIN No: 24AAACU6551F1Z1**

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

**Care to be taken for submission of bid:**

**AS PER THE NOTICE OF THE INVITATION OF RfS DOCUMENT (NEWS PAPER ADVERTISEMENT), THE BID IS INVITED BY *e-tender (ON – LINE) SYSTEM*, FOR WHICH FOLLOWING CONDITIONS ARE MANDATORY.**

**[A] ALL REQUIRED DOCUMENTS ARE TO BE SUBMITTED IN ONLINE MODE ONLY EXCEPT DOCUMENTS REQUIRED AGAINST PAYMENT OF TENDER FEE & EARNEST MONEY DEPOSIT (EMD), Bank Guarantee etc. as specifically mentioned in this tender documents.**

**[B] The documents mentioned in RfS Document are required *to be uploaded in technical stage of online bid submission*. In case of not uploading of required document in online offer or**

uploading of wrong document, the bid may not be considered for technical evaluation. However, the Bidder have to furnish all required documents physically and it will be the responsibility of the bidder to submit the same within specified timeline.

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

**[D]** It is mandatory for all the bidders to confirm and agree all the terms and condition of bid including the condition to submit the bid only through on-line mode, the RfS documents, draft Power Purchase Agreement and RMS Communication and Security Architecture- PM KUSUM SEDM Platform attached herewith as a part of the whole tender. By confirming this, bidder will also confirm all the amendments thereafter issued time to time and will be automatically binding to the bidder.

**[E]** UGVCL at its sole discretion may ask additional clarification or information or documents from the bidder who is found to be eligible in pre-qualification criteria.

Note:- Bidder should be familiar with websites <https://tender.nprocure.com> & [www.ugvcl.com](http://www.ugvcl.com), <https://e-auction.nprocure.com/> for information regarding revision/corrigendum/Amendment in RfS Document till due date of online submission and thereafter. No separate / individual communications shall be sent in this regard and no public notice shall be issued in newspaper.

Any technical query, information and clarifications that may be required pertaining to this RfP should be referred to: **The Chief Engineer(P&P), Uttar Gujarat Vij Company Ltd., Regd. & Corporate Office, Visnagar Road, MEHSANA-384001, (Gujarat)**

**E-Mail:-** [cepp@ugvcl.com](mailto:cepp@ugvcl.com); with a copy to [sesolar@ugvcl.com](mailto:sesolar@ugvcl.com)

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

**For and on behalf of UGVCL  
Chief Engineer (P&P)**

**LIST OF ABBREVIATIONS**

1.	+	Plus (Addition)
2.	AC	Alternating Current
3.	CEA	Central Electricity Authority
4.	CEIG	Chief Electrical Inspector of Gujarat
5.	CERC	Central Electricity Regulatory Commission
6.	COD	Commercial Operation Date
7.	DC	Direct Current
8.	DCR certificate	Domestic Content Requirement certificate
9.	DTR	Distribution Transformer
10.	HP	Horse Power
11.	IEC	International Electro technical Commission
12.	IoT	Internet of Things
13.	IS	Indian Standard
14.	IST	Indian Standard Time
15.	kV	Kilo Volt
16.	kW	Kilo Watts
17.	kWp	Kilo Watt peak
18.	JV	Joint Venture
19.	LoI	Letter of Intent
20.	MDAS	Meter Data Acquisition System
21.	MIS	Management Information System
22.	MNRE	Ministry of New & Renewable Energy, Government of India
23.	MWp	Mega Watt Peak
24.	NIT	Notice Inviting Tender
25.	PBG	Performance Bank Guarantee
26.	PV	Photovoltaic
27.	GERC	Gujarat Electricity Regulatory Commission
28.	GEDA	Gujarat Energy Development Agency
29.	GETCO	Gujarat Energy Transmission Corporation
30.	RESCO	Renewable Energy Service Company
31.	RMS	Remote Monitoring System
32.	RTC	Real Time Clock
33.	SCADA	Supervisory Control And Data Acquisition
34.	SPG	Solar Power Generator
35.	SPV	Solar Photo Voltaic
36.	STC	Standard Testing Condition (“STC” shall mean Standard Testing Condition for solar cells and PV modules with air mass AM1.5, irradiance 1000W/ m2, and cell temperature of 25°C)
37.	W	Watt
38.	Wp	Watt peak
39.	UGVCL	Uttar Gujarat Vij Company LTD
40.	GUVNL	Gujarat Urja Vikas Nigam Ltd.
41.	RfS	Request for Selection
42.	CFA	Central Finance Assistance ( provided by MNRE)
43.	FLS	Feeder level Solarization under PM-KUSUM Scheme
44.	SLDC	State Load Dispatch Centre of Gujarat

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## **SECTION - A: INTRODUCTION**

### **A.1. Background**

- 1.1.1. Pursuant transfer scheme notified by Government of Gujarat under Gujarat Electricity Industry (Reorganization & Regulation) Act-2003, the erstwhile Gujarat Electricity Board has been restructured into seven companies.
- a) Gujarat Urja Vikas Nigam Limited (GUVNL) to do co-ordination activities among all subsidiaries and undertake purchase of power in bulk and supply to four distribution Companies for onward supply to consumers.
  - b) Gujarat State Electricity Corporation Ltd. (GSECL) manages the electricity generation business of erstwhile GEB.
  - c) Gujarat Electricity Transmission Corporation Limited (GETCO) to manage the electricity transmission and bulk supply business of erstwhile GEB.
  - d) Dakshin Gujarat Vij Company Ltd (DGVCL)- distribution and retail supply business of erstwhile GEB in Southern region of Gujarat
  - e) Madhya Gujarat Vij Company Ltd (MGVCL)- distribution and retail supply business of erstwhile GEB in Central region of Gujarat
  - f) Uttar Gujarat Vij Company Ltd (UGVCL)- distribution and retail supply business of erstwhile GEB in Northern region of Gujarat
  - g) Paschim Gujarat Vij Company Limited (PGVCL)- distribution and retail supply business of erstwhile GEB in Saurashtra and Kutch region of Gujarat.
- 1.1.2. On 22-07-2019 Ministry of New and Renewable Energy (MNRE), Government of India announced Guidelines for Implementation of Pradhan Mantri Kisan Urja Suraksha evam Utthan Mahabhiyan (PM KUSUM) Scheme for installation of solar pumps and grid connected solar power plants through three components, viz.
- Component A: Decentralized Ground Mounted Grid Connected Renewable Energy (RE) based Power Plants of individual plant size up to 2 MW.
  - Component B: Installation of standalone Solar Powered Agriculture Pumps
  - Component C: Solarization of Grid-connected Agriculture Pumps - individual
- 1.1.3. Subsequently on 04 December 2020, MNRE introduced and issued guidelines for implementation of **feeder level solarization under Component-C** of PM-KUSUM Scheme. Under the scheme, agriculture feeders already segregated or, feeders having major load for agriculture may be solarized using installation of grid connected solar power plant to cater the annual power requirement of such agricultural feeder(s). The Scheme guideline is available on MNRE's Website [www.mnre.gov.in](http://www.mnre.gov.in) and GUVNL's PM-KUSUM Portal <https://pmkusum.guvnl.com>.
- 1.1.4. As per above MNRE guidelines for feeder level Solarization, the annual power requirement of agriculture feeder(s) emanating from the selected sub-station is to be assessed and a solar power plant of capacity that can cater to the annual power requirement of that agriculture feeder(s) can be installed either through CAPEX model or RESCO model, which will supply solar power to that feeder(s). This RfS is for setting up of solar power generating plant (SPG) for sale of solar energy to UGVCL under the RESCO model.

1.1.5. As per MNRE guidelines for feeder level Solarization for installation of feeder level Solar power plants through RESCO model, the SPGs will be selected on the basis of lowest tariff quoted for generation and sale of energy for an agreement period of 25 years from the date of commissioning of power project (unless extended by both the parties on mutual agreement).

**A.2.** As per MNRE's Scheme guideline, the project entity will get CFA @ 30% of the estimated cost of installation of solar power plant **Rs. 1.05 Cr / MW (30% of estimated capital cost of Rs. 3.5 Cr / MW)**. For the purpose of calculating CFA, the cost of installation of solar power plant has been estimated as Rs. 3.5 Cr/MW. It is to clarify that incase the project cost is higher than Rs. 3.5 Crores/ MW, the CFA shall be Rs. 1.05 Crores per MW being 30% of Rs. 3.50 Crores / MW.

**Objective**

2.1.1. The objective of this RfP is to select the bidders for purchase of power from the Solar Power Projects set up in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA). The selected bidder shall be responsible for design, survey, supply, installation, testing, commissioning, operation & maintenance of grid connected solar power plants to be set up and connected with 66/11KV PRANTIJ Sub-station for supply of solar power at a fixed quoted tariff for 25 years (unless extended by both the parties on mutual agreement) from the commercial operation date for Solarization of various 11kV feeders associated with 66/11KV PRANTIJ substation in UGVCL under PM-KUSUM scheme – Component C (feeder level Solarization). This shall also include erection and maintenance of 11 KV evacuation line & bays to connect the plant with concerned substation and Remote Monitoring System (RMS).

The details of Sub-station wise notified solar capacity for which bids are invited as per the terms and conditions of this RfP is as per **Annexure 3**.

3.1.1. The selected bidder shall install solar power project along with its associated **11kV line** to connect the plant with concerned 66KV/11 KV substation at 11 KV Bus and RMS of solar power plant as per the terms and conditions of this Rfp & PPA. Detailed scope of work mentioned in Clause D.1.

3.1.2. **The basis of evaluation of the bids shall be the fixed tariff for 25 years in Rs. Per kWh quoted in the Price Schedule.** It is further to clarify that all the costs, distribution losses up to the delivery point including applicable taxes (incl. GST and cess as applicable), duties, etc. pertaining to design, survey, supply, installation, testing, commissioning, operation & maintenance of grid connected solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant, shall be borne by the successful bidder. Bidders are required to quote the tariff on firm price End cost and no price variation shall be considered during the tenure of Power Purchase Agreement except Change in Law conditions provided in the Power Purchase Agreement.

SECTION - B: KEY DEFINITIONS

- (1) **"Act" or "EA 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
- (2) **"Affiliate"** shall mean a Bidder or a Bidding Entity that, directly or indirectly, controls, or is controlled by, or is under the common control with such Company. The expression "control" shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors.
- (3) **"Authorized Officer"** shall mean Officer Designated by Discom for specific task
- (4) **"Bid"** shall mean the "Proposal" / "Quotation" submitted by eligible bidders for selection under this RfP for installation of solar power project and supply of Power to UGVCL.
- (5) **"Bidder" or "Bidding Entity"** shall mean the entity: Company-Ltd /Pvt Ltd / Limited Liability Partnership firm / Partnership firm / Proprietorship firm / an individual / group of farmers/ cooperatives/ Panchayats / Farmer Producer Organizations (FPO)/ Water User Associations (WUA) or Any legal body, who participate and bid under the RfP as mentioned in the Section-E
- (6) Any reference to the Bidder includes an entity including its successors, executors and permitted assigns severally, as the context may require.
- (7) **"Bidding Portal"** shall mean [https:// tender.nprocure.com](https://tender.nprocure.com)
- (8) **"Capacity Utilization Factor (CUF)"**: CUF in a Year shall mean the ratio of the net output energy injected at delivery point of the SPV Power Plant in a Year versus installed Project capacity x 365 x 24 (i.e. CUF = Cumulative Project output in kWh / (installed Project capacity in kWp x 24 x 365))  
CUF to be considered on AC capacity (KW).  
The annual CUF will be calculated every year from 1st April of the year (COD for first year) to 31st March next year.
- (9) **"CEI"/ "CEIG"** shall mean Chief Electrical Inspector to the State Government.
- (10) **"Company"** shall mean a body incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;
- (11) **"Commissioning"** with respect to the Project as certified by UGVCL shall mean when all equipment as per rated capacity has been installed and energy has flown into the grid.
- (12) **"Commercial Operation Date" (COD)** shall mean the date certified by the DISCOM's committee upon successful commissioning (as per provisions of the PPA) of the project when all equipments as per rated capacity have been installed and energy has flown into the grid.
- (13) **"Conflict of Interest"** shall mean a Bidder may be considered to be in a conflict of interest with one or more Bidders in the same bidding process if they have a relationship with each other and as defined in the section H-4.
- (14) **"Contracted Capacity"** shall mean \_\_\_ MWp AC contracted with DISCOM for supply by the SPG to DISCOM at the Delivery Point which shall be the maximum injection limit at

delivery point in any 15 minute time block during the entire term of the PPA.

- (15) **“Contract Year”** shall mean, with respect to the initial Contract Year, the period beginning on the Commercial Operation Date and ending at 12.00 midnight on 31st March of that Fiscal Year. Each successive Contract Year shall coincide with the succeeding Fiscal Year, i.e., a period of twelve months commencing on April 1 and ending on following March 31, except that the final Contract Year shall end on the date of expiry of the Term or on Termination of this Agreement whichever is earlier.
- (16) **“ DISCOM”** shall mean Subsidiary Distribution Companies of GUVNL namely UGVCL, UGVCL, DGVCL & MGVCL
- (17) **“Day”** shall mean calendar day.
- (18) **“Delivered Energy”** means the kilowatt hours of energy actually fed and measured by the energy meters at the Delivery Point and as certified by **SLDC**.
- (19) **“Delivery Point”** Delivery Point” shall mean the point at the voltage level of 11kV of the 66/11 kV Sub-station i.e. 11kV side of 66/11kV respective substation under the PPA. Metering shall be done at this interconnection point where the power is injected into the 66/11 kV Sub- station. For interconnection with grid and metering, the SPG shall abide by the relevant and applicable regulations, Grid Code notified by the State Commission and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed thereunder by the Appropriate Commission or CEA. All charges and losses related to Transmission of power from project up to Delivery Point shall be borne by the SPG without any reimbursement thereof.
- (20) **“Effective Date”** shall have the meaning ascribed thereto in Article 2.1 of attached PPA;
- (21) **“Electrical Inspectorate”** shall mean Electrical Inspectorate Department Gujarat
- (22) **“Engineer In-charge”** shall mean the authorized Officer of the UGVCL
- (23) **“n-procure”** shall mean electronic procurement system of Gujarat.
- (24) **“Guidelines”** shall mean the “Guidelines for Implementation of Feeder Level Solarisation under Component-C of PM-KUSUM Scheme” issued by the Ministry of new and Renewable Energy vide OM 32/645/2017 –SPV dated 04/12/2020 as amended from time to time.
- (25) **“Interconnection Point/ Delivery point”** shall mean the point(s) of connection(s) at which the project is connected to the grid i.e. **it shall be at 11 kV bus bar level of 66/11kV substations mentioned in the tender against respective feeders.**
- (26) **Joint Venture** shall mean participating in the bid jointly by more than one members through Joint Venture Agreement for establishment and Operation & Maintenance of solar power project under the this RfS.
- (27) **“Letter of Award” or “LOA”** shall mean the work order issued by UGVCL to the Selected Bidder for award of contract.
- (28) **“Metering Point”** Metering point shall be at delivery point at 11 kV side of 66/11Kv substation.
- (29) **“Month”** shall mean calendar month.

- (30) **“Nodal Officer”** shall mean Superintending Engineer ( R&C), UGVCL, Mehsana
- (31) **“Net-Worth”** means the Net-Worth as defined in Section 2 of the Companies Act 2013.
- (32) **“NIT” / “RfS document” / “RfS” / “Notice Inviting Tender”/ “Tender”** shall refer to this “Request for Selection of Solar Power Generator (SPG) for the work of design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD, of grid connected feeder level solar power plant , its associated 11 kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of different 11kV feeders of 66/11kV substation of in UGVCL under KUSUM scheme – Component C (feeder level solarization)”
- (33) **“Performance Bank Guarantee”** shall mean the irrevocable unconditional bank guarantee to be submitted by the successful bidder as per the RfS.
- (34) **“PPA”** shall mean the Power Purchase Agreement signed between the SPG and UGVCL according to the terms and conditions of the standard PPA enclosed with this RfS, for purchase of Solar Power at tariff discovered in the tender and adopted by the GERC, by procurer.
- (35) **“procurer”** shall mean UGVCL
- (36) **“DISCOMs”** shall mean all 4 Discoms in Gujarat namely: PGVCL, UGVCL, DGVCL, MGVCL
- (37) **“Power Project” or “Solar Project” or “Project”** shall mean the Solar Power generation facility of Contracted Capacity having a separate control system, metering and separate points of injection into the grid at Delivery point. The Project shall include all units and auxiliaries such as water supply, treatment or water storage facilities, bay(s) for transmission system in the switchyard, dedicated electrical line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power as per the PPA.
- (38) **“Project Site”** means any and all parcels of real property, rights-of-way, easements and access roads, upon which the Project and its related infrastructure will be located.
- (39) **“Project Capacity”** means the AC capacity of the project at the generating terminal(s) and to be contracted with UGVCL for supply from the Solar PowerProject.
- (40) **“Project Commissioning”** shall mean the Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the RfS/PPA.
- (41) **“Project Developer” or “Developer” or “Solar Power Generator (SPG)”** shall mean the successful Bidder whose Bid to perform the Contract as per this RfS has been accepted by UGVCL, Work order is issued by UGVCL and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor
- (42) **“RESCO”** shall mean Renewable Energy Service Company i.e. an energy service company that develops, installs, finances, operates and owns the solar power project and supplies power generated from the Project to the UGVCL under this RfS.

- (43) **“Selected Bidder” or “Successful Bidder”** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of standard PPA.
- (44) **“SLDC”** means the State Load Dispatch Center, Gujarat as notified by the State Government.
- (45) **“Solar PV Project”** means the solar Photo Voltaic Power project that uses sunlight for direct conversion into electricity through Photo Voltaic technology.
- (46) **“Week”** shall mean calendar week.
- (47) **“Voltage of Delivery”** means the voltage at which the Electricity generated by the Project is required to be delivered at 66/11kV substation.

**SECTION - C: KEY BID DATA**

1	Solar PV Plant technology	<p>All components used for installation of solar power plants shall conform to applicable BIS / MNRE specifications and follow quality control guidelines issued by MNRE.</p> <p>It will be mandatory to use domestically manufactured modules only.</p> <p>The technology adopted by SPG shall be in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules having PV Module from ALMM only.</p> <p>However, as per recent amendment by MNRE vide Office Memorandum No: 283/16/2023-GRID SOLAR, Dtd.10.03.2023 (Requirements for Compulsory Registration) Order, 2019 it is to consider that ALMM order is held in abeyance for one financial year, i.e. FY 2023-24. Thus Projects commissioned by 31.03.2024 will be exempted from the requirement of procuring Solar PV modules from ALMM.</p> <p>Also, as per MNRE OM 32/645/2017-SPV Division dtd.11-09-2023, MNRE has issued extension of waiver of domestic content requirement (DCR) for solar cells under component-C of PM-KUSUM scheme wherein provision of requirement of indigenous solar cells (DCR) under component C(FLS) of the PM KUSUM scheme has been relaxed for projects awarded on or before dated.31.03.2024.</p> <p>However, Order/clarifications issued by MNRE in this regard from time to time will be applicable.</p>
2	Project location & land arrangement	<p>Project location: The location of the Solar Power project will be preferably <b>within Five KM radius</b> of the selected sub-stations in order to avoid high cost of evacuation line and losses.</p> <p><b>Project land: It shall be the responsibility of SPG to identify and arrange for required project land on ownership / lease basis. In case of lease land, the minimum period of lease agreement shall be such that it shall cover the 25 years of PPA and UGVCL and/or Govt. assumes no responsibility in procuring / arranging for project land.</b></p>
3	Delivery point	11 KV Bus of associated 66Kv/11kv substation.
4	Notified Solar Capacity	The notified solar capacity against sub-station is as per <b>Annexure 3.</b>

5	Bid capacity to participating in the bid	<p>There shall be single bid for 66/11KV PRANTIJ sub-station.</p> <p>The bidder is allowed to bid for a minimum capacity of 0.5 MWp and maximum upto notified capacity for the respective Sub-station in multiple of 0.5 MWp.</p>
6	Location wise project capacity	<p>Irrespective of capacity bided for a given Sub- station, the solar project capacity at single location shall be minimum 0.5 MWp &amp; maximum upto 4 MWp. The bidder shall have discretion to install solar power project at multiple location for bided capacity under the given bid considering the availability of land. It is to clarify that in case of bided capacity is more than 4 MW, the bidder is allowed to set up solar project for more than 4 MWp at single location subject to establishment of multiple 11 KV evacuation line &amp; separate metering arrangement for each line considering limit of 4 MWp for 11 KV line.</p>
7	Evacuation of Power & metering arrangement	<p>The bidder shall be responsible to deliver the power upto 11 KV bus of 66/11KV PRANTIJ sub-station. The 11 KV evacuation line shall be constructed and maintained by the bidder during the tenure of PPA. The use of common 11 KV evacuation line for multiple projects and amongst multiple bidders shall be encouraged to optimize the resources.</p> <p>The summation of power from all line (upto 4 MW) will be feed to a single 11 KV Panel and the cost of the panel and related infrastructure at receiving sub-station end shall be borne by and among the generators through proportionate sharing basis. For metering purpose, the individual receiving end ABT Meters should be put up by the generator by erecting the CTPT Unit at SS Wall.</p> <p>In no case, evacuation at 66 KV voltage level shall be permitted.</p>
8	Guaranteed CUF / min CUF	<p>19% CUF (fixed i.e. no deration permitted)</p> <p>CUF in a Year shall mean the ratio of the net output energy injected at delivery point of the SPV Power Plant in a Financial Year versus installed Project capacity x 365 x 24 (i.e. CUF = Cumulative Project output in kWh / (installed Project capacity in kWp x 24 x 365))</p> <p>The annual CUF will be calculated every year from 1st April of the year (COD for first year) to 31st March next year.</p> <p><b>However, SPG can add additional DC capacity to maintain 19% CUF in a year, for the entire period of PPA subject to CEA approval, if required.</b></p>



9	Eligible CFA by MNRE	<p><b>Successful bidder shall be eligible to get CFA @ Rs. 1.05 Cr per MW considering capital cost of solar project at Rs. 3.50 Crores per MW (subject to installation &amp; commissioning of project in line with MNRE requirement).</b></p> <p><b>CFA up to 100% of the total eligible CFA will be released to the project entity through UGVCL on successful operation and performance of solar plant for two months after the commissioning subject to achieving guaranteed CUF agreed in PPA at least for one month CUF as per minimum CUF agreed in PPA, subject to further sanction and release of CFA by MNRE-Gol.</b></p> <p>SPG shall give an undertaking that he shall not sell power to any other party / buyer except the UGVCL during the tenure of PPA. At any point of time during the tenure of PPA, if it is found that the SPG has sold power produced from the solar plant to other party / buyer, strict legal action will be initiated against such SPG, including stop deal or black list from Participation in future tender of MNRE in Gujarat and the SPG shall require to refund the proportionate CFA granted for the project by MNRE to UGVCL.</p> <p>For the recovery of Proportionate CFA in case of default, the disbursed CFA will be divided by 25 years to arrive at CFA per year and the CFA shall be recovered for the balance period of PPA upon noticing the default.</p> <p>The recovery of the proportionate CFA will be made through the payments of invoices or through remedies taken in accordance with applicable laws. In case of any liquidation of assets of the solar power plants prior to completion of PPA period the first charge shall be towards recovery of the proportionate CFA granted to the project.</p>
10	Mode of bid submission	All required documents are to be submitted in online mode only except documents required against payment of tender fee & earnest money deposit (EMD) etc. as specified in tender shall be required to submit in physical mode also.
11	Selection criteria	The bidder(s) shall be selected in ascending order of quoted tariff upto notified project capacity of the sub-station under bucket filling mode through reverse auction e-bidding. Say, a bidder who has quoted lowest tariff shall be awarded solar capacity for which bid is submitted and thereafter subsequent lowest bidder, and so on, till the notified capacity of given 66 KV Sub-station is exhausted.
12	Bid Validity	120 days from the date of opening of online Technical bid.

13	Performance Bank Guarantee (PBG) against commissioning	<p>Performance Bank Guarantee <b>(PBG) of Rs. 5 Lakh / MW</b> basis is required to be submitted to UGVCL by the successful bidder upon issuance of Letter of Award by UGVCL towards payment security mechanism for recovery of liquidated damages for delay in commissioning of solar power project beyond scheduled commercial operation date.</p> <p>The PBG will be returned to the SPG after successful commissioning of solar power plant within scheduled commercial operation date. The PBG shall be valid from the date of issue until 2 months (i.e. sixty (60) days) beyond scheduled commercial operation date. It shall be responsibility of selected bidder to get the PBG extended, if required, such that it is valid till 2 months after date of commissioning of project.</p>
14	Power Purchase Agreement (PPA)	PPA for a period of 25 years (unless extended by both the parties on mutual agreement) from the date of commercial operation of the project at a fixed quoted tariff shall be executed with successful bidder within 15 days from adoption of tariff by Hon'ble GERC.
15	Scheduled Commercial Operation Date	<b>Within 9 months from date of signing of PPA</b>
16	Terms of PPA	25 years (unless extended by both the parties on mutual agreement) of O&M from the date of commercial operation date of the project

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

<b>i</b>	<b>Downloading of RfS Documents</b>
A	Offer document will be available on web site up to date shown in the RfS
	The Bidder willing to participate in RfS offer will have to get themselves registered on website <a href="https://tender.nprocure.com">https://tender.nprocure.com</a>
<b>ii</b>	<b>Digital Signature</b>
A	The Bidder should have valid digital certificate as per Information Technology Act 2000 using which they can sign their electronic offers. Agency can also procure the same from (n) code solutions, a division of GNFC Ltd., who are licensed certifying authority by Govt. of India.
<b>B</b>	<p>In case RfS Bidder needs any clarification for e-bidding, details regarding digital certificate or if training required for participating in online RfS Document, they can contact the following office:-</p> <p>(n) Procure Cell  M/s (n) Code Solution, A division of GNFC  403, GNFC Info Tower, Bodakdev, S.G. Road, Ahmedabad 380054.(Gujarat)  E-mail:<a href="mailto:nprocure@gnfc.net">nprocure@gnfc.net</a> Mob.: 9327084190; 9898589652  Toll Free: 1-800-233-1010 ( Ext. 501, 512,516 , 517 , 525 )  Phone No. 079-26857315 / 316 / 317  Fax: 079-26857321 / 40007533</p>

	Other Terms & Conditions as per detailed EOI Document
<b>C</b>	Agency who already possess valid Digital certificate need not to procure a new digital certificate.
<b>iii</b>	<b>On line Submission of Technical and Price Offer</b>
<b>A</b>	Bidder can prepare and edit their offers number of times before RfS submission date and time. After RfS Document submission date and time, in any case, the applicant cannot edit their offer after bid deadline is over. No written or online request in this regard shall be entertained.
<b>B</b>	The applicant shall submit their offer, i.e. Technical Offer as well as price offer in Electronic format on above mentioned website and date shown in RfS Document before digitally signing the same.
<b>C</b>	Offers submitted without on-line confirmation and digitally signed will not be accepted.

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

1.1.3. It is mandatory for all the participating bidders to submit the tender fee and EMD as under, following in original at the mentioned address prior to schedule of Physical submission (upload the scanned copy on the n-procure bidding portal )

**a. Bid security –EMD / EMD:**

The Bidder has to pay the Earnest Money Deposit (EMD) at Rs. 1 lakh per MW basis for each bid of respective sub-station.

For the EMD amount up to Rs.3 Lakh, EMD amount shall be paid by RTGS / NEFT / Online only.

For the EMD amount above Rs.3 Lakh, EMD amount shall be paid by RTGS / NEFT/Online / Demand Draft / Banker’s cheque / pay order / Bank Guarantee.

Bank Guarantee shall be valid for the period of 1 year from the last of submission of bid of this RFS

In case of the payment of bid security-EMD in form of BG shall be in the prescribed format attached herewith as **Form-9** on Non-Judicial Stamp Paper of Rs. 300/- for each bid for which the bidder wanted to participate.

In case of payment of amount through DD, it shall be in favor of UGVCL, payable at Mehsana.

**b. Tender Fee:** - The Bidder shall require to pay the tender fee as mentioned in the RFP Schedule. The tender fee shall be paid either through RTGS/NEFT /Online only.

**c.** Scan copy of payment made in respect of tender fee and EMD shall be uploaded with tender document in EMD stage showing Amount, name of bidder for whom payment made, tender number in format TN-XXX and transaction ID (UTR number) clearly on the scan copy of the document. It will

be the responsibility of the bidder to provide all required details as and when requested by UGVCL to ensure online payment made against tender fee and EMD for this RfS and bidder shall respond immediately in case of mismatch of transaction ID mentioned by bidder in the tender document compared to transaction appeared in UGVCL account number 01520500013524.

**1.1.4. The BG shall be from any Scheduled / Nationalized Banks (in a standard format prescribed by UGVCL in Form-10) as notified vide finance department of Govt. of Gujarat GR no.: EMD/4/2022/002/DMO dated 20/05/2022, FD/MSM/e-file/4/2023/00S7/D.M.O. dated 24/04/2023 and further amendments, if any. CORPORATE GUARANTEES ARE NOT ALLOWED.**

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

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

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

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

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

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

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

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

**The Chief Engineer (P&P)**  
**Uttar Gujarat Vij Company Ltd.,**  
**CIN: U40102GJ2003SGC042906, Regd. & Corporate Office,**  
**Visnagar Road,**  
**MEHSANA-384001, GUJARAT-INDIA** Email: [ceproject.UGVCL@gebbmail.com](mailto:ceproject.UGVCL@gebbmail.com)

**SECTION - D: Computation of notified Solar capacity and criteria of bid capacity for 66/11KV PRANTIJ Sub-station:**

**(1) Computation of notified Solar capacity for 66/11KV PRANTIJ sub-station:**

- a) As per the MNRE guideline for feeder level solarization, the Agricultural connection upto 7.5 HP is to be considered for computation of solar project capacity for availing CFA. In compliance to the same, the solar capacity mentioned against Sub-station in the Annexure-3 covers all the AG feeders emanating from the substation covering AG consumers' load upto 7.5 HP. Thus, the notified solar capacity for the Sub-station is decided as aggregate of AG load upto 7.5 HP and AG consumer's load in excess of 7.5 HP is not considered while computing solar capacity against each Sub-station.
- b) Further, the aggregate capacity so arrived as per (a) above, is round off at lower side in multiple of 0.5 MW (say if the total capacity is worked out to 3.8 MW, the notified plant capacity is considered at 3.5 MW) so as to avoid extra cost of redundant capacity of transformer and inverter for the bidders.

**(2) The bidding criteria for sub-station**

- a. There shall be single bid for selected sub-station by a bidder. Accordingly, bidder has to quote single fixed tariff for a given sub-station with minimum bid capacity of 0.5 MWp and maximum upto notified solar capacity for respective for the sub-station. The bidder can quote for a project capacity in multiple of 0.5 MW.
- b. For the solar capacity allocated to the bidder for respective sub-station, the bidder is allowed to set up the project at multiple location with minimum project size of 0.5 MWp and maximum project size upto 4 MWp, preferably within 5 KM periphery of respective sub-station. It is to clarify that in case of allocated solar capacity under given bid is more than 4 MW, the bidder is allowed to set up solar project at single location subject to creation of multiple 11 KV evacuation line & separate metering arrangement for each line considering limit of 4 MWp for 11 KV line.

**SECTION - E: Power Evacuation and metering:**

- (1)The bidder shall be responsible to deliver the power upto 11 KV bus of selected 66/11 KV sub-station. The 11 KV evacuation line shall be constructed and maintained by the bidder during the tenure of PPA. If multiple bidders are selected for the sub-station, the use of common 11 KV evacuation line amongst multiple bidders for evacuation of power at respective sub-station shall be encouraged to optimize the resources. In case of common evacuation line, the energy injection at receiving end sub-station shall be work out on the basis of meter of common meter installed at receiving end sub-station appropriately apportioned as per respective meter reading of individual meter at project end
- (2)The summation of power from all 11 KV evacuation line (upto 4 MW) will be feed to a single 11 KV Panel at respective 66 /11 KV Sub-station and the cost of the panel and related infrastructure shall be borne by and among the generators through proportionate sharing basis. For metering purpose, the individual receiving end ABT Meters should be put up by the generator by erecting the CTPT Unit at Sub-station Station Wall. In no case, evacuation at 66 KV voltage level shall be permitted.
- (3)Metering requirement: There shall be three ABT Meters to be installed by Generators: Main and check Meters at SS end with common CTPT unit and standby meter at Generating end.
- (4)For the billing purpose, the energy injection at receiving end sub-station shall be considered.
- (5)UGVCL will not be a party in the dispute resolution as the evacuation of the power will be the responsibility of the generator.

**Section-F: SCOPE OF WORK**

**F.1. Role, Responsibility and Scope of Work of the successful bidder,**

1.1.1. Overall scope of work for installation solar project with RMS and supply of power under the PPA by Solar Power Generator (SPG) covers following:

- a. Detailed site survey,
- b. Procurement / arranging of required project land for 25 years for installation of the solar power plant for feeder level Solarization,

The SPG shall identify the project land preferably within the distance of Five KM radius of the respective 66/11 KV sub-station, get ownership of land or its lease rights and make necessary arrangement including ROW, clearances etc for the 11 KV electrical line between sub-station and the solar power plant. The SPG shall require to submit the final land documents before commissioning of project for the entire required land.

- c. The Solar Power plant will be preferably installed within Five KM radius of the concerned sub-station in order to avoid high cost of sub-transmission lines and to reduce transmission losses.
- d. Design, supply and installation of solar power plant in line with requirements under MNRE guidelines.
- e. Supply and erection of associated 11kV line connecting the solar power plant with associated 66/11kV substation (including bay, breakers and metering system at substation) as per design and specifications of UGVCL / GETCO / MNRE / CEA.

Further, if any 11 KV line is exist for evacuating Solar power from the Generator end to substation end, having private ownership of the SPG, the sharing of such line amongst different bidders shall be encouraged on mutual agreement / consent basis even with required extension/augmentation, subject to the aggregate capacity for evacuation from such line does not increase beyond 4 MW. It is clarified that such common use of evacuation line shall be without any financial implication for UGVCL. In such case necessary metering arrangement shall require to be implemented.

- f. Testing and commissioning of plant & associated 11kV line in presence of designated official(s) of DISCOM Committee.
- g. Operation & maintenance of the solar power plant as well as 11kV line for 25 years (unless extended by both the parties on mutual agreement) from COD.
- h. The work of installation and commissioning of solar plant, including Operation & maintenance of solar power project shall to be carried out by SPG by availing services of registered licensed electrical contractor of Gujarat.
- i. Supply of power at delivery point for 25 years at the quoted fixed tariff (Rs. per kWh) (*inclusive of applicable taxes incl. GST, duties, etc.*), at the guaranteed CUF.
- j. Installation, operation and maintenance of Remote Monitoring system for the Solar Power Project set up under this RfP for 25 years.

- 1.1.2. It will be mandatory to use domestically manufactured Solar modules. An undertaking in this regard is required to be submitted by the SPG complying that only domestically manufactured Solar modules are used in the project.**

**The technology adopted by SPG shall be in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules having PV Module from ALMM only.**

**However, as per recent amendment by MNRE vide Office Memorandum No: 283/16/2023-GRID SOLAR, Dtd.10.03.2023 (Requirements for Compulsory Registration) Order, 2019 it is to consider that ALMM order is held in abeyance for one financial year, i.e. FY 2023-24. Thus Projects commissioned by 31.03.2024 will be exempted from the requirement of procuring Solar PV modules from ALMM.**

**However, Order/clarifications issued by MNRE in this regard from time to time will be applicable.**

- 1.1.3. The SPG shall supply power to UGVCL at fixed quoted tariff and such tariff is not subject to change on any account during the PPA terms of 25 years except Change in Law conditions provided in the Power Purchase Agreement.
- 1.1.4. All approvals, permits and clearances required for setting up of the Project and associated 11 KV evacuation line including those required from State Government and local bodies along with any associated cost for getting the clearances shall be in the scope of the SPG.
- 1.1.5. It shall be the responsibility of the SPG, entirely at its cost and expense, to install such number of solar panels and associated equipment as may be necessary to achieve the required **minimum CUF of 19% throughout the PPA tenure of 25 years**, and for this purpose selected bidder shall make its own study and investigation of the Global Horizontal Irradiation (GHI) and other factors prevalent in the area which have implication on the quantum of generation.
- 1.1.6. **All components used for installation of solar power plants shall conform to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE with its amendments issued by MNRE time to time.**
- 1.1.7. It is clarified that the project awarded under this RfS would not include energy storage with solar power plant.

## **F.2. Metering, grid connectivity and Remote Monitoring System**

- 2.1.1. Metering and grid connectivity of the projects would be the responsibility of the SPG in accordance with the prevailing guidelines / practices of UGVCL and / or CEA. UGVCL may facilitate in the process; however, the entire responsibility & cost lies only with the SPG.
- 2.1.2. Meters and metering equipment (CT-PT sets) specifications shall be complied with CEA metering regulations and shall be tested as per provision of GERC order / directives and as per IS 14697 at CPRI or at any NABL accredited / distribution licensee lab before installation at site at the cost of SPG and should be properly sealed in the presence of designated authority from UGVCL at the time of installation.
- 2.1.3. The solar power generator shall install Metering infrastructure and Remote Monitoring System (RMS) as per the philosophy explained in the **Annexure-1**



### **F.3. Insurance**

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

### **F.4. Type and quality of materials and workmanship**

- 4.1.1. The design, supply, installation, testing, commissioning, operation and maintenance of the solar power plant and the associated 11kV line shall be in accordance with latest/ appropriate IEC/Indian Standards. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE/ CEA/ GERC/ UGVCL shall be used. All the relevant test certifications must be kept valid up to one (1) Year from the COD of the Project.
- 4.1.2. The SPG shall ensure that the specifications of the components / equipments like 11kV circuit breaker, 11kV CT-PT metering unit, etc should meet the technical specifications of UGVCL.
- 4.1.3. Any material / equipment which have not been specifically mentioned in this RfS but which are necessary during construction or O&M period of the plant & associated 11kV line shall be provided by the SPG without any extra cost and within the time schedule for efficient and smooth construction and O&M activities.

### **F.5. Completion and commissioning**

- 5.1.1. Part Commissioning is NOT allowed for the Project. SPG, in coordination with UGVCL, shall submit commissioning certificate, issued by the committee constituted by UGVCL, in accordance with all applicable regulations/policies. For the purpose of obtaining commissioning certificate following documents shall be required:
- a) Inspection Report of the Work(s) for all equipments / material
  - b) CEIG approval for the PPA Capacity.

### **F.6. Commissioning Period**

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

### **F.7. Delay in commissioning**

- 7.1.1. The Committee constituted by UGVCL will physically inspect the Solar Power Plant in not later than 03 days from the date of receiving a call from the SPG and witness and certify successful commissioning of the solar power plant.
- 7.1.2. In case any SPG fails to achieve the commercial operation of the project by Schedule Commercial Operation Date which shall not be later than 9 months from the date of signing of PPA, UGVCL shall encash the Performance Bank Guarantee (PBG) as liquidated damages (LD) in the following manner:

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

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

In case of delays of plant commissioning due to force majeure events as specified in the PPA, Procurer / UGVCL after having been satisfied with documentary evidences produced by the SPG for the purpose in regard to force majeure events, can extend the time in writing for commissioning date without any financial implications to the SPG.

**F.8. Project milestones and timeline**

S. No.	Milestone	Timeline
1	Issuance of Letter of Intent (LoI) to the successful bidders -SPG	T1
2	Unconditional acceptance of LoI by successful Bidder	T1 + 7 days
<b><i>Petition will be filed by UGVCL before GERC for adoption of tariff discovered under e-reverse bidding process</i></b>		
3	Issuance of Letter of Award (LOA) to the successful bidder after adoption of tariff by GERC	T2
4	Unconditional acceptance of Letter of Award (LOA) by successful Bidder and submission of Performance Bank Guarantee	T2 + 7 days
5	Signing of PPA between selected bidder (SPG) and UGVCL	T3 = T2 + 15 Days
6	Completion of design, supply, installation, testing and commissioning of the SPV power plant and associated 11V line for connecting solar power plant with concerned substation along with Submission of the final land documents for the entire required land duly registered by appropriate revenue authority	T3 + 9 months
7	Operation and maintenance of power plant and associated 11kV line	25 years from COD (unless extended by both the parties on mutual agreement)

**F.9. Clearances required from the state government and other local bodies.**

- a) The SPG is required to obtain and maintain necessary clearances and permits as required for setting up the Solar Power Project, including but not limited to the following:
  - i. Approval for water from the concerned authority (if applicable) required for the solar power plant and/or, associated 11kV line.
  - ii. Any other clearances (forest dept., etc) as may be legally required, in order to

establish and operate the solar power plant and/or, associated 11kV line.

- iii. Registration of land/land lease document as the case may be and permission for Non-Agricultural Use of land
- b) The above clearances, as applicable for the solar power plant and/or, associated 11 kV line, shall be required to be submitted to UGVCL prior to commissioning of the Project. In case of any of the clearances as indicated above being not applicable for the said Project, the SPG shall submit an undertaking in this regard, and it shall be deemed that the SPG has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the SPG. The SPG shall coordinate with UGVCL in case of any clarifications.
- c) Any cost associated with getting and maintaining the above required clearances for the project shall be borne by the SPG only.
- d) The SPG shall not be entitled to claim deemed generation in case of any delay in grant of connectivity.
- e) The Successful Bidder shall comply with the GERC / CERC regulations on Forecasting, Scheduling and Deviation Settlement mechanism, as applicable and shall be responsible for the same.

**F.10. Notice Board for display at site**

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

<p style="text-align: center;"><b>PM-KUSUM</b></p> <p style="text-align: center;"><b>Scheme Feeder Level Solarization under Component-C</b></p> <p style="text-align: center;"><b>___ MWp Grid Connected Solar PV Project</b></p> <p style="text-align: center;"><b>Owned and operated by ...&lt;insert name of the selected bidder&gt;...</b></p> <p style="text-align: center;"><b>Implemented by UGVCL</b></p> <p style="text-align: center;"><b>...&lt;Name of location,</b></p> <p style="text-align: center;"><b>Taluka&gt;.....,</b></p> <p style="text-align: center;"><b>District&gt;..., Gujarat</b></p>
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**SECTION - G: ELIGIBILITY & QUALIFICATION of BIDDERS**

**G.1. Eligible Entities :**

Any individual or Company or Limited Liability Partnership (LLP) firm or partnership firm or proprietorship firm or body corporate or association or body of individuals, whether incorporated or not, or artificial juridical person, group of farmers or cooperatives or panchayats or Farmer Producer Organizations (FPO) or Water User associations (WUA) or any legal body shall be eligible to participate in the bid for establishment of Solar Power Project for feeder level solarization under this RfP.

**G.2. Qualification criteria:**

- (a) **Net worth:** The entity shall have positive net worth of the last year as on 31-03-2023.
- (b) **Additional requirement for participating in bid through JV Agreement:** The participation in the bid through Joint Venture (JV) is allowed with one of the members as a Lead Member. In case of JV, the positive net worth criteria shall be fulfilled by all the members of JV. Further, following requirements shall be ensured by JV:
- i. The lead member shall be authorized to incur liabilities and receive instructions for and on behalf of any all members of the joint venture, and the execution of the contract, including making / receiving payment, shall be done exclusively with the lead member so authorized by JV entity.
  - ii. All members of the joint venture shall be liable and responsible jointly and severally for the execution of the contract in accordance with the contract terms.
  - iii. A copy of the agreement entered into by the joint venture members shall be submitted with the bid along with Undertaking as per Form-8, including inter alia delineation of role, responsibilities and obligations of each partners appended thereto, notwithstanding the joint and several liability of each members.
  - iv. The joint venture agreement should indicate precisely the responsibility of all members of JV in respect of planning, design, survey, supply, installation and commissioning of solar project and operation & maintenance of solar project along with evacuation line for PPA tenure of 25 years from commercial operation date of the project.
  - v. All members of JV should have active participation in execution of the contract. This should not be varied/modified subsequently without prior approval of UGVCL.
  - vi. In case of JV, an entity can submit bid through single JV only for the bid of respective sub-station. In case the entity is participating in more than one JV in the bid of respective sub-station, such bids will be rejected.

**G.3. Document requirement:**

(a) Following documents shall be submitted in support of eligibility and qualification criteria at the time of bid submission: Bidders shall upload the scanned copy of the applicable document/s duly signed by the authorized person on bidding portal n-procure.

<b>S. No.</b>	<b>Type of Entity</b>	<b>Documents Required</b>
1.1.	Individual / Proprietorship firm	(a) PAN card (b) Income Tax Return (ITR) of FY 2022-23 or Chartered Accountant Certificate in support of positive Net worth (duly mentioning UDIN). (c) In case of Sole Proprietor– Duly notarized Undertaking from Sole proprietor to submit GST registration at the time of signing of PPA, if not processing
1.2.	Limited Liability Partnership (LLP) firm / partnership firm	(b) PAN card (c) In case of LLP – Copy of Registration Certificate and LLP Agreement (a) In case of Partnership – Copy of Deed of Partnership (b) Income Tax Return (ITR) of FY 2022-23 or Chartered Accountant Certificate in support of positive Net worth (duly mentioning UDIN).
1.3.	Company  (Public / Private Limited)	(a) Copy of Registration / Incorporation Certificate (b) PAN card (c) Details of Directors of Company as on date of submission of bid duly certified by practicing Company Secretary (d) Chartered Accountant Certificate in support of positive Net worth (duly mentioning UDIN) along with by Annual Accounts of FY 2022-23 (as per Form-5)
1.4	Association / cooperatives / Farmer Producer Organizations (FPO) / Water User associations (WUA) etc	(a) Valid documents in support formation of Association / FPO /WUA / Cooperatives etc (b) PAN card ( PAN card of lead member, if Pan card is not available in name of Association / FPO /WUA / Cooperatives etc) (c) Details of name of members of Association / FPO /WUA / Cooperatives etc (d) Chartered Accountant Certificate in support of positive Net worth (duly mentioning UDIN) (as per Form-5)
1.5	Joint Venture	(a) Copy of incorporation / registration in case of Special Purpose Vehicle or Copy of Deed of JV (b) Undertaking as per the format in Form-8 to be signed by all members (c) PAN Card of all JV members (d) Chartered Accountant Certificate in support of positive Net worth of all members of JV (duly mentioning UDIN) (as per Form-5)

**G.4. Other Document / information to be submitted in the prescribed format:**

The bidders are required to submit the following information in the form through online mode and required to upload the scanned copy of documents duly signed as mentioned against the form: -

<b>Form-1</b>	Bid Submission Letter with undertaking of RFP conditions by Bidder	Fill in the form details through on-line mode and also upload the scanned copy of requisite documents duly signed by the bidder on the n-procure portal
<b>Form-2</b>	Summary of Informations of the Bidding entity	
<b>Form-3</b>	Summary of offered Plant capacity for Substation and EMD details	
<b>Form-4</b>	Undertaking for producing GSTIN	
<b>Form-5</b>	Positive Network Certificate by CA	Upload the scanned copy of the applicable document/s duly signed by authorized person
<b>Form-6</b>	Power of Attorney in favour of Authorized Signatory (In Case of Bidder is Single Entity)	
<b>Form-7</b>	Power of Attorney in favour of Authorized Signatory (In Case Bidder is Joint Venture)	
<b>Form-8</b>	Undertaking by the Joint Venture Partners (In Case Bidder is Joint Venture)	

**SECTION - H: SUBMISSION OF BIDS**

**ALL REQUIRED DOCUMENTES ARE TO BE SUBMITTED IN ONLINE MODE ONLY EXCEPT DOCUMENTS REQUIRED AGAINST PAYMENT OF TENDER FEE & EARNEST MONEY DEPOSIT (EMD)**

**H.1. Sale of RfS Document**

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

**H.2. Local Conditions**

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

**H.3. Amendment of Bidding Document**

- 3.1.1. At any time prior to the deadline for submission of the Bids, UGVCL may amend the RfS document by issuing Corrigendum/ Addenda.
- 3.1.2. Any Corrigendum/ Addendum issued shall be a part of the RfS document and shall be communicated on the Bidding Portal.
- 3.1.3. To give prospective Bidders reasonable time in which to take a Corrigendum /Addendum into account in preparing their Bids, UGVCL may, at its discretion, extend the deadline for the submission of the Bids.
- 3.1.4. Any change in date of submission and opening of bids would be published on Bidding portal.

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

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

In order to afford the bidder, the reasonable time to take the amendment into account in preparing their offers, UGVCL may at its discretion, extend the deadline for the submission of offers.

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

#### **H.4. Submission of Tender Fee and EMD**

4.1.1. The Bidder shall require to pay the tender fee as mentioned in the RFP Schedule. The tender fee shall be paid either through RTGS/NEFT /Online only of prescribed value towards the cost of tender fee as mentioned in the RFP Schedule.

4.1.2. The Bidder has to pay the Earnest Money Deposit (EMD) at Rs. 1 lakh per MW basis for offered capacity for respective sub-station.

For the EMD amount up to Rs.3 Lakh, EMD amount shall be paid by RTGS / NEFT / Online only.

For the EMD amount above Rs.3 Lakh, EMD amount shall be paid by RTGS / NEFT/Online / Demand Draft / Banker's cheque / pay order / Bank Guarantee.

**Bank Guarantee shall be valid for the period of 1 year from the last date of submission of bid of this RFS.**

4.1.3. The bids without Payment of the Tender Fee or EMD shall be treated as non-responsive and shall be out rightly rejected.

4.1.4. The EMD shall be encashed by UGVCL in following cases:

- (i) If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of the bid;
- (ii) The bidder fails to submit Performance Bank Guarantee after issuance of Letter of Award
- (iii) The bidder fails to execute the PPA within the stipulated time period
- (iv) If after date of issue of Lol, it is found that the documents furnished by the bidder during RfS are misleading or misrepresented in any way and that relevant facts have been suppressed;
- (v) If the bidder fails to submit letter of acceptance within 15 days from the date of issue of Letter of Intent, EMD shall be encashed by UGVCL as penalty.

In case the bidder is not selected for capacity allocation, UGVCL shall release the EMD on closure of e-reverse auction/ procedure

#### **H.5. Submission of Bids**

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

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

#### **H.6. Language of Bids**

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

#### **H.7. Submission of Technical Bid (Part 1)**

7.1.1. The technical bid comprises of:



All required documents are to be submitted through online mode only.

**'TECHNICAL BID' SHALL CONTAINS THE FOLLOWING ON-LINE DOCUMENTS with SELF CERTIFICATION:**

The documents Supporting/ establishing the Techno-commercial eligibility criteria as mentioned in the SECTION-E (E3&E4) **are required to be submitted in online mode only.**

**Scanned copies of all Forms duly signed and supporting documents for establishing eligibility of the bidder as mentioned in section: E :ELIGIBILITY And QUALIFICATION criteria required to be submitted in online mode only.**

**H.8. Submission of Price Bid:**

- 8.1.1. **Bidders shall quote fixed tariff in Rs. per kWh in the on-line price bid on n-procure for supply of contracted power generated from the proposed solar power plant under this feeder level Solarization scheme to UGVCL for 25 years** (unless extended by both the parties on mutual agreement) from date of CoD (commercial operations date) at minimum 19% CUF.

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

- 8.1.2. The tariff has to be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is INR 1.786 / kWh, then it shall be considered as INR 1.78 / kWh).
- 8.1.3. SPG to get CFA @ Rs. 1.05 Cr per MW subject to installation & commissioning of project in line with MNRE stipulated timeline and requirement. The release of CFA to the selected bidder shall be subjected to release of CFA from MNRE to UGVCL.

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

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

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

granted to the project by MNRE.

- 8.1.4. The tariff for the Solar Project Capacity for which the bidder wants to participate (subject to minimum capacity of 0.5 MW & maximum upto notified capacity) of respective substation shall be quoted in the on-line price bid schedule by the bidder on n-procure before scheduled due date and time for submission of financial bids.
- 8.1.5. Due intimation shall be given to technically and commercially cleared bidders about date and time of opening of prices bids on bidding portal.
- 8.1.6. If price offer is submitted in technical bid, such bids will be rejected in technical bid evaluation stage and will not be considered for further process to conclude the bid.

#### **H.9. Cost of Bidding:**

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

#### **H.10. Alternative Bids:**

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

#### **H.11. Period of Validity of Bids:**

- 11.1.1. Bids shall remain valid for 120 days from the date of opening of Technical Bid as prescribed by UGVCL. A Bid valid for a shorter period shall be rejected and treated as non-responsive.
- 11.1.2. In exceptional circumstances, UGVCL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

#### **H.12. Format and Signing of Bid**

- 12.1.1. The bid forms/templates/annexure etc., wherever applicable, shall be typed or written in indelible ink and shall be signed (all the pages) by a person duly authorized by Bidder to sign, in token of acceptance of all the terms and conditions of the RfS Document. This authorization shall consist of a written confirmation in the form of Power of Attorney as specified in the RfS document and shall be attached to the bid.
- 12.1.2. Any amendments such as interlineations, erasures, or overwriting shall be valid, only if it is signed or initialled by the authorized person signing the bid.
- 12.1.3. The bid documents shall be properly checked before uploading for submission of Bids.
- 12.1.4. The bid, duly signed (digitally) by Auth. Signatory, shall be uploaded on the Bidding portal in respective file/ format.
- 12.1.5. Bidders must submit their bids through Bidding Portal. Bids received by another means except as desired in this RfS Document shall not be accepted.
- 12.1.6. If bids are not submitted as per the details mentioned in this RfS document and not submitted through Bidding Portal, shall be rejected.
- 12.1.7. Bidders are required to carefully go through the instructions included in the RfS Document and furnish complete information, necessary documents and schedules.

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

<b>Sr. No.</b>	<b>Particulars/brief of information/ schedule/ Annexure</b>	<b>Page No:</b>
1.		
2.		
3		
.....		
	Total Page	

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

**H.13. Withdrawal, Substitution, and Modification of Bids**

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

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

## **SECTION - I: BID OPENING & EVALUATION**

### **I.1. Bid Opening**

- 1.1.1. UGVCL will first perform the preliminary bid opening for tender fee and Bid security. Technical bids of those bidders will be opened who are qualified in the preliminary bid. Preliminary & Technical bid opening, which is a critical event in the bidding process, shall be done online and physical mode on the stipulated date & time.
- 1.1.2. After opening of Bids and till final selection of successful Bidder, no correspondence of any type will be entertained, unless called for by UGVCL. Any type of uncalled for clarifications on prices and or rebates shall not be accepted.

### **I.2. Confidentiality**

- 2.1.1. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the contract award.
- 2.1.2. Any attempt by a bidder to influence UGVCL or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of his bid.

### **I.3. Clarification of Bids**

- 3.1.1. To assist in the examination, evaluation, comparison and qualification of the bids, the UGVCL may, at its discretion, ask any bidder for a clarification regarding its bid. The UGVCL's request for clarification and the response of the bidder shall be in writing.
- 3.1.2. Any clarification submitted by a bidder with regard to its bid that is not in response to a request by UGVCL shall not be considered.
- 3.1.3. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial bids.
- 3.1.4. No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
- 3.1.5. All communications generated under this rule shall be included in the record of the procurement proceedings.

### **I.4. Conflict of Interest**

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

4.1.2. Conflict of interest will be determined in accordance with provisions of GUVNL's Purchase Policy, which read as under:

**Conflict of Interest among Bidders/ Agents:-**

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

- a) they have proprietor/ partner(s)/ Director(s) in common; or*
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or*
- c) they have the same legal representative/ agent for purposes of this bid; or*
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or*
- e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.*
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/ dealer. There can be only one bid from the following:
  - 1. The principal manufacturer directly or through one Indian agent on his behalf; and*
  - 2. Indian/ foreign agent on behalf of only one principal.**
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;*
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.*
- i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.*

Every bidder should, at the time of submission of bid, give a declaration, that bidder shall not have conflict of interest with other bidders in the bidding of respective substation.

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

- a) they have controlling shareholders in common for bid submitted for given substation;  
or

- b) it receives or have received any direct or indirect subsidy from any of them; or
- c) they have the same legal representative for purposes of the Bid; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of UGVCL regarding this bidding process.

**I.5. Technical Bid opening and evaluation (Step-1):**

- 5.1.1. Technical Bid submitted online mode of only those bidders will be opened by UGVCL who are qualified in the preliminary bid. Documents received after the bid submission deadline, shall be rejected and returned unopened when called for, if super-scribed properly with address, to the bidder. Onlinesubmitted technical bid of such bidders shall not be opened.
- 5.1.2. If the above highlighted documents are received in order and as per the schedule, UGVCL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, UGVCL may seek clarifications/ additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/ additional documents sought by UGVCL within the stipulated timeline. All correspondence in this regard shall be made through email / bidding portal. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. UGVCL shall not be responsible for rejection of any bid on account of the above.
- 5.1.3. The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-commercial eligibility as per RfS.
- 5.1.4. However, it may be noted that if only one or two Bidder(s) is /are eligible for the next stage and/or aggregate quoted capacity is lower than notified capacity for respective substation , opening of the financial bid of the Bidder(s) will be at the discretion of UGVCL. Thereafter, UGVCL will take appropriate action as deemed fit.
- 5.1.5. Bids having following characteristics shall be considered non-responsive and shall be liable for disqualification/rejection:-
  - a) Bid is not received by the due date & time and Bids is not accompanied with the required documents & schedules.
  - b) Bid not submitted in accordance with RfS document.
  - c) Bid do not meet the minimum eligibility criteria as mentioned in the bidding document.
  - d) Bids is not accompanied by Bid Security Declaration /Cost of Tender Document /
  - e) Conditional Bid is submitted.
  - f) Proposal for bid validity is less than 120 days from the date of opening of online Technical Bid.

- g) During validity of the Bid or its extended period, if any, Bidder increases his quoted prices.
- h) Desired certificates in the required formats in the RfS not attached by the bidder.
- i) Prices not quoted in prescribed Performa /schedule.
- j) Bidder has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- k) Bidder failed to provide clarifications related thereto, when sought.
- l) Bidder has submitted more than one bid for given substation. This will cause disqualification of all Bids submitted by such Bidders for respective substation including forfeiture of the Bid Security.
- m) Bidder who is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification shall be disqualified from the process at any stage.
- n) Bid is not meeting any other pre-requisite as spelt out elsewhere in this document.

**I.6. Financial Bid Opening:**

- 6.1.1. Evaluation committee of UGVCL shall refer the evaluation report to the Competent Authority of UGVCL, which reserves the right to reject any Bid which is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by UGVCL in respect of such Bids.
- 6.1.2. The Price Bid shall be kept unopened and shall be opened later individually for plant/Location on the date and time intimated to the bidders who qualify in the evaluation of technical bids.
- 6.1.3. The Bidders which could not qualify in technical evaluation will be informed about this fact. Their financial bid will be remain unopened for such Bidders.

**I.7. Financial Evaluation:**

**7.1 Financial Bid Evaluation (Step-2):**

In this step evaluations shall be done based on the "Tariff" quoted by the bidders in the Electronic Form of Financial Bid (On-line Price –bid). After this step, the shortlisted bidders shall be invited for the Reverse Auction.

- i) For evaluation in Step-2, the Price-bid (containing Tariff) of only those bidders shall be opened whose techno-commercial bids are found to be qualified.
- ii) The bidders will have to submit bid single bid for respective sub-station quoting tariff per kWh for the project. Tariff can be quoted up to two places of decimal only.
- iii) In this step, evaluation will be carried out based on tariff quoted by the Bidders.
- iv) On completion of Techno-commercial bid evaluation, if it is found that the total aggregate capacity of the Solar Power Projects short-listed is lower than or equal to notified solar project capacity OR there is only single / two shortlisted bidder(s) for respective sub-station, the UGVCL reserve its right to take appropriate actions.

Note: On completion of Techno-commercial bid evaluation, if it is found that only one / two bidder (s) is eligible OR aggregate capacity of the Solar Power Projects short-listed is lower than or equal to notified solar project capacity for respective sub-station, the opening of the financial bid of the bidder (s) will be at the discretion of UGVCL.

- v) If the first-round tariff quoted is same for two or more bidders for respective sub-station, then all the bidders with same tariff shall be considered of equal rank / standing in the order.
- vi) Ranking of bidders after Financial Bid Evaluation (but before e-reverse auction): The ranking of bidders shall be done in the ascending order of tariff quoted in Rs per kWh.
- vii) The bidder (s) who have quoted highest tariff for respective sub-station shall be considered as H1 Bidder.
- viii) The H1 bidder (s) shall be disqualified for participating in e-reverse bidding for respective sub-station subject to condition that after excluding H1 bidder (s), the remaining bidders are 5 nos or more and the aggregate project capacity of remaining bidders shall be more than or equal to twice the notified capacity of solar project.
- ix) For example: based on the price bid submitted by bidders, their ranking shall be as under:

<b>Bidder</b>	<b>Submitted Financial bid</b>	<b>Ranking</b>
B8	Rs. 1.00 (Tariff in Rs./ kWh)	L1
B5	Rs. 1.70 (Tariff in Rs./ kWh)	L2
B1	Rs. 1.80 (Tariff in Rs./ kWh)	L3
B4	Rs. 1.80 (Tariff in Rs./ kWh)	L3
B2	Rs. 2.00 (Tariff in Rs./ kWh)	L4
B3	Rs. 2.30 (Tariff in Rs./ kWh)	L5
B7	Rs. 2.40 (Tariff in Rs./ kWh)	L6
B6	Rs. 2.45 (Tariff in Rs./ kWh)	L7
B10	Rs. 2.50 (Tariff in Rs./ kWh)	L8
B9	Rs. 2.55 (Tariff in Rs./ kWh)	H1
B11	Rs. 2.55 (Tariff in Rs./ kWh)	H1

**7.2 Reverse Auction (Step-3)**

**Shortlisted bidders for Reverse Auction will be able to login into <https://e-auction.nprocure.com/> for reverse auction 15 minutes before the start time of reverse auction.**

- i) During 15 minutes prior to start of reverse auction process, the respective tariff



along with the total project capacity of the bidder for respective sub-station shall be displayed on its window.

- ii) The minimum decrement value for tariff shall be ₹ 0.01 per kWh. The bidder can mention its revised tariff which has to be at least 01 (one) paisa less than its current tariff.
- iii) Bidders can only quote any value lower than their previous quoted tariff taking into consideration of the minimum decrement value mentioned in previous Section. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.
- iv) During Reverse Auction, the bidder shall not have the option of changing the total project capacity while quoting tariff during reverse auction.
- v) In the bidder's bidding window, the following information can be viewed by the bidder:
  1. Its tariff as their initial start price and there after last quoted tariff along with project capacity bided by the bidder;
  2. The list of all the bidders with their following details:  
Pseudo Identity, last quoted tariff and bided capacity
- vi) The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 5 (five) minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant. The 'zones' are as defined below:
  - (a) Green Zone: This zone consists of the Bidders who may be allocated their full quoted Project capacity if the auction is closed at that instant.
  - (b) Yellow Zone: This zone consists of the Bidders who may be allocated a part of their full quoted Project capacity if the auction is closed at that instant.
  - (c) Red Zone: This zone consists of the Bidders who will not be awarded their quoted Project capacity if the auction is closed at that instant.

If no such change as described above is effected during the last 5 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed

### ***7.3 Selection of Successful Bidders and capacity allocation***

7.3.1 The lowest quoting bidder in e-reverse auction will be allotted full bided capacity and then, next higher bidder will be allotted it's bided capacity and so on, till the total capacity i.e. notified capacity for respective sub-station is exhausted.

7.3.2 In case of the last selected bidder, if the balance project capacity is less than the notified project capacity mentioned by such bidder, then the balance capacity shall be awarded to the bidder till the total notified capacity is exhausted subject to a

minimum allocation of 0.5 MW. Provided that, in case of allocation partial capacity (i.e. balance capacity till the total notified capacity is exhausted) offered to the last Bidder after completion of the e-reverse auction is lower than 50% of the total quoted capacity by such Bidder, the Bidder shall have an option to refuse such offered partial capacity within 7 days of issuance of Letter of Intent and the BG against EMD submitted by such Bidder shall be returned along with those of the unsuccessful Bidders

Further, in case the partial capacity offered is greater than or equal to 50% of the total quoted capacity by such Bidder, then it shall be mandatory for the last Bidder to accept such partial capacity offered against its quoted capacity, subject to the total cumulative capacity awarded after e-RA to the successful Bidders not exceeding notified capacity for respective sub-station. In case the last Bidder refuses to accept such partial capacity offered by UGVCL, the Bank Guarantee against EMD submitted by such Bidder shall be encashed by UGVCL.

7.3.3 In case of tie, among two or more bidders (i.e. their last quoted tariff being the same) they will be considered in the chronological order of their last bid with preference to that bidder who has quoted his last bid earlier than others.

7.3.4 In the above case (as mentioned in previous Section), if the time of quote also becomes exactly same among the bidders at a tie, then the ranking among these bidders shall be done as follow:

Step – 1: Lowest rank will be given to the bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.

Step – 2: Ranking will be done based on draw of lots.

7.3.5 At the end of selection process, UGVCL will have right to decide on the issuance of Lol to the Successful Bidders or any of them based on consideration of price discovered. In case of JV as Successful Bidder, the issuance of Lol shall be to the Lead Member of the JV.

In all cases, UGVCL's decision regarding selection of bidder through Reverse Auction or otherwise based on tariff or annulment of tender process shall be final and binding on all participating bidders.

Also, UGVCL reserves the right to short close the capacity lower than notified capacity at its discretion, if the discovered price is abruptly high.

## **1.8. Negotiations**

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

be sought in the pre-bid stage itself.

- 8.1.2. The Competent Committee appointed by UGVCL shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- 8.1.3. Negotiations shall not make the original offer made by the bidder inoperative. The Competent Committee shall have option to consider the original offer in case the bidder decides to increase tariff originally quoted or imposes any new terms or conditions.
- 8.1.4. **In case of non-satisfactory achievement of tariff from single bidder, the Competent Committee may choose to make a written counter offer to the single bidder and LOA be awarded to the bidder if he accepts the counter-offer.**
- 8.1.5. In case the tariff even after the negotiation is considered very high, fresh bids shall be invited.

#### **1.9. Right to Reject by UGVCL**

- 9.1.1. UGVCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for UGVCL's action.

**SECTION - J: AWARD OF CONTRACT**

**J.1. Letter of Intent (LOI)**

- 1.1.1. A Letter of Intent (LOI) will be issued to the Successful bidders after completion of the selection process under financial bid evaluation as per clause G7 of this Rfp.
- 1.1.2. The successful bidders shall be asked to submit the Letter of acceptance from 7 days from date of issue of Letter of Intent by UGVCL

**J.2. GERC approval**

- 2.1.1. UGVCL will file the tariff petition before the Hon'ble GERC for adoption of the discovered tariff after completion of the competitive bidding process followed by e-reverse auction and negotiation, if any.
- 2.1.2. The bidders should note that further processing i.e. signing of PPA will be done with the successful bidder only after adoption of tariff by GERC.

**J.3. Performance Bank Guarantee**

- 3.1.1. The successful bidder shall be required to furnish Performance Bank Guarantee of 5 lakhs per MW basis within **7 days** from the date of issue of Letter of Award. The Performance bank guarantee shall be returned after 2 months of commissioning of the project. The PBG shall be initially valid from the date of issue until 2 months (i.e. sixty (60) days) beyond scheduled commercial operation date. It shall be responsibility of selected bidder to get the PBG extended, if required, such that it is valid till 2 months after date of commissioning of project
- 3.1.2. The Performance Bank Guarantee shall be in the Form of unconditional Bank Guarantee as per the Form 10 in favour of "The Chief Engineer (P&P), UGVCL, Mehsana" and to be submitted at the office of The Chief Engineer (P&P), UGVCL, Mehsana. The PBG shall be issued by Scheduled / Nationalized Banks (in a standard format prescribed by UGVCL) as notified vide finance department of Govt. of Gujarat GR no.: EMD/4/2022/0002/DMO dated 20/05/22, FD/MSM/e-file/4/2023/00S7/D.M.O. dated 24/04/2023 and further amendments, if any. CORPORATE GUARANTEES NOT ALLOWED.
- 3.1.3. In case the selected bidder is a Joint Venture, the Bank Guarantees for performance bank guarantee shall be submitted in the name of all the partner(s) of the Joint Venture "OR" in the name of Lead/other Partner in the Joint Venture submitting the bid.

**J.4. Forfeiture of Performance bank guarantee:**

- 4.1.1. The Performance Bank Guarantee shall be encased by UGVCL in case delay/default in commissioning of Solar Power Projected beyond Scheduled Commercial operation Date SCOD subject to Terms and Conditions of the PPA.
- 4.1.2. No interest will be paid by UGVCL on the amount of Performance bank guarantee.

**J.5. Signing of PPA:**

- 5.1.1. After approval of the GERC for the adoption of the tariff the Letter of Award (LOA) will be placed to the successful bidder for the allocation of solar capacity for respective

66kV substation.

- 5.1.2. Power Purchase Agreement (PPA) as per the enclosed format of PPA in **Annexure-2** on a non-judicial stamp of Gujarat State of value worth Rs. 300/- shall be signed within 15 days from the date of issuance of LOA by UGVCL with the SPG subject to submission of PBG. The PPA shall be valid for a period of 25 years from COD as per provisions of PPA. Any extension of the PPA period beyond 25 years shall be through mutual agreement between the SPG and UGVCL.
- 5.1.3. Further, the SPG shall submit the final land documents at the time of commissioning of the project for the entire required land.
- 5.1.4. If the bidder, whose bid has been accepted, fails to furnish the required PBG or fails to sign a PPA within specified period, UGVCL shall take action against such bidder. UGVCL will forfeit the EMD submitted by bidder and may allocate capacity to next bidder or may cancel the tender process if deemed fit.

**J.6. Reservation of Rights**

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

**SECTION - K: BILLING AND PAYMENT CONDITIONS**

The conditions related to billing and payments shall be governed as per the Article 10 of PPA

**SECTION - L: OTHER TERMS AND CONDITIONS**

**L.1. Jurisdiction of Contract**

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

**L.2. Change in Laws & Regulations**

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

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

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

**L.3. Min. Generation Guarantee**

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

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

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

**L.4. Other Key Responsibilities**

**4.1.1. MNRE/ UGVCL Inspection & Reporting**

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

- i) The SPG will not be eligible to participate in tenders for Government supported projects.
- ii) In case, the concerned Director(s) of the SPG joins another existing or starts/ joins a new firm/company, the company will automatically be blacklisted.
- b) The SPG shall be responsible for providing daily / weekly / monthly or customized information regarding progress of projects required by UGVCL / MNRE, online or in hard copy. For which the SPG is also responsible for maintaining online & off-line records.
- c) Assist UGVCL with a real-time monitoring dedicated web-portal (SEDM).

**L.5. Code of Integrity**

5.1.1. All the officers or employees of UGVCL shall:

- a) maintain an unimpeachable standard of integrity both inside and outside their office
- b) act in accordance with the provisions of the Act, these rules, guidelines issued under the Act and instructions
- c) not allow any bidders to have access to information on a particular procurement, before such information is available to the public at large
- d) not intentionally use unnecessarily restrictive or “tailored” specifications, terms of reference or statements of work that can discourage competition
- e) not solicit or accept any bribe, reward or gift or any material benefit of any directly or indirectly promise of future employment from anyone, who has sought or is seeking procurement from UGVCL.
- f) not have a financial interest in any bidder(s) responding to UGVCL’s bidding process and any person having financial interest in any bidder shall not participate in this tender process
- g) not disclose proprietary and source selection information, directly or indirectly, to any person other than a person authorised to receive such information
- h) treat all bidders in a fair and equitable manner in line with the principle of fairness, integrity and transparency in the procurement process
- i) provide all bidders identical information at the same time, during the bidding process;
- j) apply the same criteria of evaluation as specified in the bidding documents, bidder registration documents or pre-qualification documents and under no circumstances new evaluation criteria shall be introduced during the evaluation process
- k) not entertain any favour, recreation, presents, services, etc. from the bidders or prospective bidders
- l) protect the interests of the UGVCL under all circumstances while dealing with information and information sources
- m) maintain confidentially of all bids
- n) ensure that the selection of bidder is as per the RfS document and is not

influenced by personal reasons attributable to concerned officials in any manner

o) Disclose conflict of interest, if any.

5.1.2. Any Bidder participating in Tender process shall:

- a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process
- b) not misrepresent or omit information that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation
- c) not indulge in any collusion, bid rigging or anticompetitive behaviour to impair the transparency, fairness and progress of the Tender process
- d) not misuse any information shared between UGVCL and the bidders with an intent to gain unfair advantage in the Tender process
- e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the Tender process;
- f) not obstruct any investigation or audit of a Tender process
- g) disclose conflict of interest, if any; and
- h) disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

**L.6. Breach of code of integrity by the bidder**

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

**L.7. Vexatious Appeals & Complaints**

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



**SECTION - M:**

**UGVCL Bank Details:**

UGVCL's Bank Details for issuance of Bank Guarantee through SFMS platform towards EMD/PBG/SD etc.

Name of Company-Uttar Gujarat Vij Company Ltd. Bank

Name:-Bank of Baroda Account Number:-01520500013524

IFS code-BARBOMEHSAN (FIFTH letter is ZERO)

Type of Account-Cash

**Price Bid Format**

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

**ANNEXURE- 1**

**Communication Architecture between RMS and State Level Server**

-----Separately attached-----

**ANNEXURE- 2**

**Draft Power Purchase Agreement (PPA)**

-----Separately attached-----

**ANNEXURE- 3**

**List of substation wise notified Solar Power Plants capacity with detils viz:, Name of**

-----Separately attached-----

**Form-1: Bid Submission Letter with Undertaking of RFP Conditions**

***The Bidder is required to upload scanned copy of this document on their letter head duly filled and signed with company Seal***

**From**

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

**To:**

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

**Sub: Bid towards Request for Selection of SPG through ‘On-line’ mode for purchase of power from solar power projects through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from 66/11KV PRANTIJ Sub-station in the supply area of UGVCL under PM-KUSUM Scheme Feeder level Solarization through RESCO Mode**

**Ref: NIT No: UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-109**

**Dear Sir,**

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

1. I/We, the undersigned.....[insert name of the ‘Bidder’] having read, examined and understood in detail the RfS document issued vide above referenced NIT, hereby submit our “Bid” in full compliance with terms & conditions of RfS document. A copy of the RfS document, duly signed on each page is also submitted as a proof of our acceptance of all specifications as well as terms/ Conditions. I/ We have submitted the Bid in electronic form on ON-LINE mode at the Bidding Portal mentioned in the RfS document.
2. [Insert this clause in case JV] I/We are submitted our Bid in form of Joint Venture, whereby M/s..... is the Lead Member and Partner, M/s..... is the other JV Partner. We have enclosed the Joint Deed of Undertaking executed by us in our Bid as per the requirement mentioned in the RfS document.
3. I/We have selected Mr....., as our Authorized Signatory in our Bid. We have enclosed the Power of Attorney (POA) executed in favour of Authorized Signatory in our Bid as per the requirement mentioned in the RfS document.
4. I/We have paid the requisite amount of EMD. I/we understand that without payment of the EMD by us, our offer shall rightly be rejected. If, I/we are selected and shortlisted for as successful Bidder, we agree pay the required Performance bank

guarantee as per the terms & conditions mentioned in the RfS document. I/We understand that I/we shall not be awarded the Contract if we fail to pay the Performance bank guarantee in stipulated time.

5. I/We agree to treat the RfS document and other records connected with the Scope of Work as secret and confidential documents and shall not communicate information described therein to any person other than the person authorized by you or use the information in any manner prejudicial to the safety requirement.
6. I/We understand that you are not bound to accept the lowest or any bid you may receive.
7. I/ We are participating, as Bidders, in not more than one Bid in this Bidding process.
8. I / We declare that our Bid is strictly in line with RfS document Specification and there is no deviation. Further, I/We also agree that additional conditions / deviations, if any, found in our Bid, the Bid shall be outrightly rejected without assigning any reason thereof. We shall ensure that we execute such Bid documents as per the provisions of the NIT and provisions of such RfS document shall be binding on us. I/We confirm that we have not taken any deviation so as to be deemed non- responsive.
9. I/We hereby unconditionally and irrevocably agree and accept that the decision made by UGVCL in respect of any matter regarding or arising out of the Bid submitted by us/ RfS document issued by UGVCL shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.
10. I/ We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to execution of Project mentioned in the RfS document.
11. I / We hereby submit our Bid and undertake to keep our Bid valid for a period of 120 days from the date of opening of Technical Bid. I / We hereby further undertake that during the said period, I / We shall not vary/alter or revoke my/ our Bid.
12. I/We also agree to abide by and fulfil all the terms, conditions and provisions of the above mentioned RfS document, including .
13. I/We also agree to abide and hereby confirm and agree all the terms and condition by on-line mode only, the RfS documents along with all **Annexures 1 to 3 and form 1 to 10 as applicable**, including draft Power Purchase Agreement, RMS Communication and Security Architecture-PM KUSUM SEDM Platform, etc. documents attached herewith as a part of the whole on line tender. By confirming this, I/We also confirm all the amendments thereafter issued time to time and will be automatically binding to us.
14. I/We also agree to abide and hereby confirm and agree that all uploaded documents are copy of original documents. By submission of these documents on-line, I/We hereby agree that all such uploaded soft copy documents on the bidding platform as authentic, legal and will be binding to us.
15. We hereby declare that, we are in complete compliance of clause of Conflict of interest as per RfS Document.
16. we hereby confirm that except as mentioned in the Declaration Regarding Alternative, Deviations and Exceptions to the Provisions hereof and/or the Covering Letter, forming part of our Bid:

- (i) There are no discrepancies/inconsistencies and deviations/omissions/ reservations to the RfS document, in the price bid;
- (ii) The description of items and the unit thereof in the price schedules are in conformity with those indicated in the price schedule of the RfS document without any deviation to the specified scope of work.

We also confirm that in case any discrepancies/ inconsistencies and deviations/ omissions/ reservations, as referred to in para (i) and (ii) above, is observed in the online price bid, the same shall be deemed as withdrawn/rectified without any financial implication, whatsoever to UGVCL

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

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

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

**Enclosed:**

**1. Form-2: Summary Details of Bidder/ JV Partners**

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

**Name of Authorized Signatory:**

**Designation:**

**Date:**

**Place:**

**Form-2 Summary Details of Bidder**

**The Bidder (in case of JV for each individual members) is required to upload scanned copy of this document duly filled and signed on their letter head with company Seal**

In Response to NIT No:	<a href="#">UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-109</a>
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S. No.	Information:	Details:
1.	Name of Bidder:	
2.	Bidding entity:	(JV / Sole Bidder)
3.	JV partners: (Not applicable for Sole Bidder)	1. Lead Member: 2. Other Partner:
4.	Registration status:	(Company/ LLP/ Partnership/ Sole Proprietor)
5.	Registration Number:	
6.	GST Registration Number:	
7.	PAN No:	
8.	Key Contact details:	Name: Email id: Mobile no.: Whatsapp number:
9.	Registered office details:	Address: Phone no.: Email ids:
10.	Other Branch offices in India:	
	(i)	Address: Phone no.: Email ids:
	(ii)	Address: Phone no.: Email ids:
11.	Details of firm's Directors:	
	(i) <Name of director>	Designation: Address: Mobile Number: Email ID:
	(ii) <Name of director>	Designation: Address: Mobile Number: Email ID:
	(iii) <Name of director>	Designation: Address: Mobile Number: Email ID:

	(iv) <Name of director>	Designation: Address: Mobile Number: Email ID:
12.	Reverse auction ID	

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

**Name of Authorized Signatory:**

**Designation:**

**Date:**

**Place:**

**Form-3 Summary of Sub-Station wise capacity bidded and EMD Detail**

In Response to NIT No:	UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-109
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Name of Bidder:-

Name of JV Partners, if bid is submitted through JV :-

Name of Bidder's contact Person:-

Bidder's contact Person mobile No:

Email ID of Bidder:

GST No of Bidder:

Please mention details as under in respect of plants for which, bidder have submitted his bids.

**Remark:** For the EMD amount up to Rs.3 Lakh, EMD amount shall be paid by RTGS / NEFT / Online only.

For the EMD amount above Rs.3 Lakh, EMD amount shall be paid by RTGS / NEFT/Online / Demand Draft / Banker's cheque / pay order / Bank Guarantee

Sr. No.	Bid No. (Plant Number) UG-SS-FLS-	Name of Sub station	Notified Plant Capacity as per Annexure-3	Offered plant Capacity by the bidder (MW)	Mode of Payment (RTGS / NEFT/ Online / Demand Draft / Banker's cheque / pay order / Bank Guarantee)	EMD Amount in Rs. (Rs 1Lakh /MW basis)	UTR number / Document number (i.e.DD/BG /Pay order / Banker's Cheque)	Date	Date up to which, BG is valid. (Min. period of 1 year from the last of submission of bid of this RFS)
1									

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

Name of Authorized Signatory:

Designation:

Date:

Place:

**FORM-4 Undertaking for producing GSTIN**

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

The Bidder is required to submit this document On-line ONLY

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

**Sub: Undertaking for GST towards Request for Selection of SPG through 'On-line' mode for purchase of power from solar power projects through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from 66/11KV PRANTIJ Sub-station in the supply area of UGVCL under PM-KUSUM Scheme Feeder level Solarization through RESCO Mode**

**Ref: NIT No: UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-109**

**Dear Sir,**

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

(Please select (Tick mark) out of the following )

(1) I/We have the GSTIN Number which is as under:-

GSTIN Number of the Bidder is \_\_\_\_\_

(2) I/We do not possess the GSTIN number at present , Therefore, by this undertaking that I/We assure you that I/We shall produce the GSTIN Number at the time of signing of PPA. I/We understood that if I/we failed to produce the GSTIN number at the time of Signing of PPA, our Order is shall be cancelled, PPA can not be executed and PBG will be forfeited.

**(Signature & Seal of Authorized Signatory for which POA**

**attached)Name of Authorized Signatory:**

**Designation:Date:**

**Place:**



**FORM- 5- Positive Net-worth Certificate of Bidder**

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

The Bidder is required to upload **scanned copy in on-line Mode.**

**Financial Qualification Certificate for Positive Net worth**

In Response to NIT No:	UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-109
------------------------	---

**TO WHOMSOEVER IT MAY CONCERN**

We have verified the books of accounts and related record of M/s. \_\_\_\_\_

\_\_\_\_\_ situated at Address of the factory/firm>

\_\_\_\_\_

and on verification of the records, we hereby certify that **Net-worth** of this mentioned entity/firm as on **31-03-2023** is **POSITIVE**.

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

**Name of Authorized Signatory:**

**Designation:**

**Date:**

**Place:**

**(Signature & Seal of Practicing Chartered Account)**

**Certifying Chartered Accountant:**

**Name of Firm:**

**UDIN No:**

**Date:**

**Place:**

**Note:**

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

**Form-6 Power of Attorney in favour of Authorized Signatory**

**(In Case of Bidder is Single Entity)**

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

***The Bidder is required to upload scanned copy of the Power of Attorney in the Format as per the applicable Law.***

**Form-7 : Power of Attorney in favour of Authorized Signatory (In Case Bidder is Joint Venture)**

*{On Non-Judicial Stamp Paper of Rs. 300/- attested by Notary Public/ First Class Magistrate}*  
**The Bidder is required to upload scanned copy of this document duly filled and signed with company Seal**

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder  
.....  
..... have formed a Joint Venture under the laws of ..... and having our Registered Office(s) / Head Office(s) at ..... (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s ..... being the Partner in-charge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of ..... and having its Registered/Head Office at ..... as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to "Bid Specification". **Request for Selection of SPG through 'On-line' mode for purchase of power from solar power projects through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from 66/11KV PRANTIJ Sub-station in the supply area of UGVCL under PM-KUSUM Scheme Feeder level Solarization through RESCO Mode, under NIT No: UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-109, for which bids have been invited by Uttar Gujarat Vij Company Limited("UGVCL") undertake the following acts:**

- i. To submit proposal and participate in the aforesaid Bid Specification of UGVCL on behalf of the "Joint Venture".
- ii. To negotiate with UGVCL the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the UGVCL for and on behalf of the "Joint Venture".
- iii. To do any other act or submit any document related to the above.
- iv. To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

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

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

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

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

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

For and on behalf of the  
Partners of Joint Venture

.....  
.....  
.....

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

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

WITNESS

1. Signature.....

Name .....

Designation .....

Occupation .....

2. Signature.....

Name .....

Designation .....

Occupation .....

**Note:**

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

**Form-8 Undertaking by the Joint Venture Partners (In Case Bidder is Joint Venture)**

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

***The Bidder is required to upload scanned copy of this document duly filled and signed with company Seal***

THIS JOINT DEED OF UNDERTAKING executed on this ..... day of ....Two Thousand and ..... by M/s.....a company incorporated under the laws of.....and having its Registered Office at (hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....a company incorporated under the laws of .....and having its Registered Office at..... (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the "Bid Specification". **Request for Selection of SPG through 'On-line' mode for purchase of power from solar power projects through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from 66/11KV PRANTIJ Sub-station in the supply area of UGVCL under PM-KUSUM Scheme Feeder level Solarization through RESCO Mode, under NIT No: UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-109, the bids for which have been invited by Uttar Gujarat Vij Company Limited("UGVCL")** WHEREAS the Party No.1 and Party No.2 have entered into an Agreement dated.....

AND WHEREAS UGVCL has invited bids as per the above mentioned Bid **for Selection of SPG through 'On-line' mode for purchase of power from solar power projects through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from 66/11KV PRANTIJ Sub-station in the supply area of UGVCL under PM-KUSUM Scheme Feeder level Solarization through RESCO Mode. under NIT No: UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-109**

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

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

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

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

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

1. In requirement of the award of the Contract by UGVCL to the Joint Venture Partners, we, the Parties do hereby undertake that M/s ..... the **Party No.1,**

shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound onto UGVCL for the successful performance of the Contract and shall be fully responsible for successful completion and performance of Scope of Work as provided in Contract in accordance with the terms and conditions specified in the Contract.

2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if UGVCL suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to UGVCL, on its demand without any demur. It shall not be necessary or obligatory for UGVCL to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), UGVCL can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to UGVCL.
4. The financial liability of the Parties of this Deed of Undertaking to the UGVCL, as applicable, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix – ..... *(to be suitably appended by the JV Partners along with this Undertaking in its bid)* to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any

manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.

7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract Performance bank guarantee from a bank in favour of UGVCL in the currency/currencies of the Contract.
9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till UGVCL discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

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

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

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

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

(Signature of the  
authorized  
representative)

WITNESS:

- I. ....
- II. ....

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

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

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

(Signature of the  
authorized  
representative)

WITNESS:

- I. ....
- II. ....

**Note:**

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



**FROM-9 EMD Bank Guarantee Format**

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

For RFS No: UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-109. **Plant No:** \_\_\_\_\_

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

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

We \_\_\_\_\_ (name of the Bank) also agree that withdrawal of the RFS Document or part thereof by the RFS Documenter within its validity or Non-submission of Security Deposit by the RFS Documenter within one month from the date RFS Document or a part thereof has been accepted by the Uttar Gujarat Vij Company Ltd would constitute a default on the part of the RFS Documenter and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the RFS Documenter and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank up to and inclusive of \_\_\_\_\_ (mention here the date of validity of Guarantee) and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of RFS Documenter Or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the RFS Documenter and the UGVCL.

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

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

Place:

Date:

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

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

**Form-10: Performance Bank Guarantee Format**

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

Bank Guarantee No. ....

Date.....

**Contract No.....**

**Contract for purchase of power from solar power projects through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from 66/11KV PRANTIJ Sub-station in the supply area of UGVCL under PM-KUSUM Scheme Feeder level Solarization through RESCO Mode. under NIT No: [UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-109](#)**

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

Dear Sir,

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

"UGVCL"), having its Registered Office at Visnagar Road, MEHSANA- 384001 (Gujarat), to M/s ..... (*Name of SPG*)....., having its Principal

place of business at .....(*Address of Contractor*) ..... and Registered Office at ..... (*Registered address of Contractor*) ..... ("SPG")

concerning **"purchase of power from solar power projects through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from 66/11KV PRANTIJ Sub-station in the supply area of UGVCL under PM-KUSUM Scheme Feeder level Solarization through RESCO Mode. under NIT No: [UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-109](#)** on RESCO model, and the LOA having been accepted by the SPG vide <.....*Insert Letter No.....*>, resulting in Letter of Award to be issued vide <.....*Insert Work order No.....*> dated .....

By this letter we, the undersigned, .....(*insert name & address of the issuing bank*) , a

Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of ..... and having its Registered/Head Office at

.....(*insert address of registered office of the bank*)..... do hereby irrevocably

guarantee payment to UGVCL up to **Rs.** \_\_\_\_\_  
( \_\_\_\_\_ **rupees only**) until 2 months (i.e. sixty (60) days) beyond the 9 months from the date of signing of Power Purchase Agreement (PPA) between SPG and UGVCL i.e., upto and inclusive of ..... (dd/mm/yy).

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

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

**This letter of Guarantee shall remain in full force and shall be valid from the date of issue until 2 months (i.e. sixty (60) days) beyond scheduled commercial operation date (SCOD). It shall be responsibility of selected bidder to get the PBG extended, if required, such that it is valid till 2 months after date of commissioning of project.**

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

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

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

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

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

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

**For and on behalf of the Bank**

[Signature of the authorised signatory(ies)]

Signature \_\_\_\_\_ Name \_\_\_\_\_ Designation \_\_\_\_\_

Contact Number(s): Tel. \_\_\_\_\_ Mobile \_\_\_\_\_ Fax Number \_\_\_\_\_  
email \_\_\_\_\_

Common Seal of the Bank \_\_\_\_\_

**Witness:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Number(s): Tel. \_\_\_\_\_ Mobile \_\_\_\_\_ email \_\_\_\_\_

**Note:**

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and shall invariably be witnessed.
3. The Bank Guarantee shall be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee

