



Request for Proposal

No.: GERMI/RE4/SERVICES/2018/09

Gujarat Energy Research
and Management Institute
(GERMI)

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

Issued On:

24.05.2018

Last date for Submission of Proposal:

31.05.2018

Address:

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Request for Proposals

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

Sealed bids are invited through this Request for Proposal No. No.: GERMI/RE4/SERVICES/2018/09 dated 24.05.2018 from all organizations/individuals working as consultants with considerable structural engineering background in designing module mounting structures.

The RFP Document can be downloaded from GERMI website <http://germi.org/tenders.html>. All relevant documents along with the RFP Document is required to be submitted in physical form to GERMI office on or **before 31 May 2018 by 1600 Hrs.**

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

Dr. Anirbid Sircar
(Director General, GERMI)

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1 Important Dates and Amounts

1.1 Important Dates

- a. Date of floating of RFP : 24 May 2018
- b. Last date for requesting clarification pertaining to this RFP : 27 May 2018, 1700 Hrs IST
- c. Last date of submission of Bid : 31 May 2018, 1600 Hrs IST
(7 Days)
- d. Date of Opening of Technical Bid : 31 May 2018, 1630 Hrs IST
- e. Date of Opening of Financial Bid : 31 May 2018, 1730 Hrs IST

1.2 Important Amounts

- a. Tender Processing Fees (non-refundable) : 1,000 INR through DD
- b. Earnest Money Deposit (EMD) : 10,000 INR through DD

2 Introduction

2.1 Gujarat Energy Research and Management Institute

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

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

GERMI solar and renewable energy mandates include:

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

2.2 About the project and the location

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

GERMI has currently working on various solar PV project in and outside Gujarat like Haryana, Odisha, Jharkhand, Goa and any other part of the India. These projects at the initial stage require services related to Civil /Structural engineering for development of design or review of already developed designs or drawings.

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

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

3 Instruction to Bidders

3.1 General

- 3.1.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid and GERMI shall, in no case be responsible or liable for these costs regardless the conduct or outcome of the bidding and contracting process. The Bidder is expected to examine all instructions, forms, terms and conditions in the Bid carefully.
- 3.1.2 GERMI reserves the right to cancel any or all the Bids as per its discretion without assigning and giving any reason thereof. GERMI also reserves the right to rescind the process of this RFP at any time before placement of the order for the said Scope of Work herein.
- 3.1.3 GERMI on its sole discretion may invite L2 and L3 to match the rates of L1 in order to empanel L2 and L3 along with L1.
- 3.1.4 The Bidder shall prepare the Bid based on the information furnished and terms and conditions provided in the RFP.
- 3.1.5 The Tender processing fee has to be submitted along with the RFP document in Envelop no. 1 in the form of a DD or cheque drawn on Gujarat Energy Research and Management Institute, payable at Gandhinagar.
- 3.1.6 The Bid shall also contain all the information asked in this RFP with supportive data wherever necessary.
- 3.1.7 Failure to furnish all information required by the RFP or submission of a Bid not substantially responsive to the RFP will be at the Bidder's risk and may result in rejection of the Bid.
- 3.1.8 Failure to comply with all amounts and timeline indicated in this RFP shall automatically make the Bid liable for rejection.
- 3.1.9 The Bid submitted is to be signed by a person who is a duly authorized representative of the Bidding organization.
- 3.1.10 This RFP is non-transferable. Each bidder shall submit only one Bid by itself.
- 3.1.11 At any time prior to the deadline for submission of Bids, for any reason, whether at its sole initiative or any response to a clarification requested by a Bidder, GERMI may modify the RFP by amendment(s) thereto. The amendment(s) will be notified publically and/ or in writing to all prospective Bidders.
- 3.1.12 The prospective Bidder requiring any clarification shall write to GERMI on or before the last date for such clarification as indicated in Clause above so as to ensure timely response by GERMI and timely submission of the Bids.
- 3.1.13 Bid Validity: The Bids shall be kept valid for at least for One Hundred and Eighty (180) days from the last date of submission of Bid. A Bid with validity for a shorter period than the above may be rejected by GERMI. If required, GERMI may solicit the Bidder's consent to an extension of the period of Bid validity.
- 3.1.14 Deviations: No deviations shall be taken by the Bidder to the RFP especially with regard to the Scope of Work and the terms and conditions. Bids with any deviation are liable to be summarily rejected.
- 3.1.15 Language of correspondence and Bid: The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged between the Bidder and GERMI shall be written in English language only.
- 3.1.16 For any clarification emails can be sent to **Mr. Ashish Jasani**, Civil Engineer, Solar Wing, GERMI (Ashish.j@germi.res.in).

Shri Ashish Jasani

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

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

3.2 Eligibility

- 3.2.1 Bidders demonstrating atleast five (05) years of experience in designing of Infrastructure projects / Module Mounting Structures (Solar) shall qualify to Bid for this RFP. Please provide details of the job undertaken with certificate from client.
- 3.2.2 The bidder should be entitled as licensed structural engineer from competent institute of repute (i.e. Government body, Institute of Engineers India or equivalent)
- 3.2.3 The Bidder should have participated in at least three projects for state government / central government companies (to be supported with certificate of completion from respective authority).
- 3.2.4 Licensed engineer should have turnover of Rs. 20 Lacs/annum. Individual chartered/licensed engineers or firms are also eligible provided they meet eligibility criteria.

3.3 Earnest Money Deposit

- 3.3.1 The Bidder shall be required to submit Earnest Money Deposit (EMD) of the amount mentioned in clause 1.2b in the form of a Demand Draft in favour of Gujarat Energy Research and Management Institute payable at Gandhinagar, valid for a period of ninety (90) days from the last date of submission of Bid.
- 3.3.2 The EMD shall be from any Nationalised bank in India.
- 3.3.3 GERMI shall not be liable to pay any interest on the Earnest Deposit Money made and the same shall be interest free.
- 3.3.4 The EMD of all the bidders shall be returned once the Successful Evaluated Bidder accepts the LoA issued.
- 3.3.5 The EMD of Successful Evaluated Bidder can be forfeited if it delays to accept the LoA within the stipulated period, and the contract shall be allotted to next best/lowest quoted bidder.

3.4 Bid Deadline

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

3.5 Submission of the Bid

- 3.5.1 The Bid prepared by the Bidder shall be submitted in one envelope comprising of:
Envelope-1 shall comprise of Technical Bid.
Envelope-2 shall comprise of the duly filled-up Financial Bid.
- 3.5.2 Envelope-1 (Technical Bid) shall contain the following details and documents:
 - a. Technical Proposal: Covering letter for submission of Bid with confirmation that the Bidder has completely understood the RFP and agrees to all the provisions in the RFP as per the format given in Annexure 1: Format of Covering Letter for Submission of Bid.
 - b. List of Similar Projects carried out by the Bidder as per the format given in Annexure 3: List of Similar Projects. The Bidder shall annexe a letter of award for such projects; certificate of satisfactory completion of the projects (if available) or status of the projects.

- c. Curriculum Vitae of the qualified manpower that will be directly involved in the Project.
 - d. Any other related document.
- 3.5.3 Envelope-2 (Financial Bid) shall contain only the duly filled up, signed and stamped Financial Bid as per format enclosed in Annexure 2: Format of Financial Bid for Structural Consultant.
- 3.5.4 Envelope-1 and Envelope-2, containing the above information shall be sealed individually and labelled clearly on top of the envelopes as follows:
- a) "Envelope-1: Technical Bid for selection of Civil/Structural Consultant for Solar Power Projects of GERMI"
 - b) "Envelope-2: Financial Bid for selection of Civil/Structural Consultant for Solar Power Projects of GERMI"
- 3.5.5 All the above envelopes shall be placed in a general sealed envelope
"Bid for selection of Civil/Structural Consultant for Solar Power Projects of GERMI"
- 3.5.6 All envelopes shall clearly indicate the name and address of the Bidder.
- 3.5.7 All Bids shall be addressed to:
- The Director General
Gujarat Energy Research and Management Institute
1st Floor, Energy Building
Pandit Deendayal Petroleum University Campus
Gandhinagar, Gujarat 382 007, INDIA**
- 3.5.8 All pages of the Bid submitted including this RFP shall be duly signed and sealed by the Bidder as a mark of acceptance of all terms and conditions and should be properly numbered.

3.6 Bid Price

- 3.6.1 The price quoted by the Bidder shall be all inclusive considering the total Scope of Work as indicated in the RFP.
- 3.6.2 Bid price shall be quoted in Indian Rupee only.
- 3.6.3 The Financial Bid shall be inclusive of all taxes and duties.
- 3.6.4 The price quoted in Indian Rupees shall be written both in words and figures and in case of any discrepancy between the two, prices in words shall be valid and binding.

3.7 Bid Opening and Evaluation

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

3.8 Right to Accept or Reject Any or All Bids

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

3.9 Negotiations with Bidders

- 3.9.1 Lowest rate (L1) for any item from each Bidder shall be considered and a consolidated list of lowest rates shall be prepared for every item and same rates shall be offered to each technically qualified Bidder for further discussion or negotiation, if required. All the qualified bidders who agree to accept the revised rate to carry out the work shall be empanelled as structural consultant for GERMI. This is at the discretion of the Director General.
- 3.9.2 In case step 3.9.1 is not followed then the selection of Consultants for negotiation could be held up to L2 and L3 bidders based on their total value. In cases where the L1 bidder refuses to further reduce his offered price and the L2 bidder come forward to offer a price which is better than the price offered by L1 bidder, then that bidder will be considered as L1 bidder. However, in such a situation, the original L1 bidder shall be given one more opportunity to match the discovered price. In case of acceptance, it would be treated as the L1 bidder. Once the L1 rate is negotiated and finalised, all the qualified bidders will be asked to match the rates. Those bidders who agree to work at the lowest negotiated rates, will be empanelled with GERMI for a period of one year.
- 3.9.3 The Bidder is not allowed to revise the price, before opening of the Financial Bid, once it is submitted to GERMI.
- 3.9.4 The merit order of L1 and L2 bidder will be decided as described in Section: **Error! Reference source not found.** The work as a whole will be allotted in a single part to the bidder who is finally evaluated as L1, however, the decision of Director GERMI shall be final in this regard.

3.10 Award of Contract

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

4 Scope of Work and Location

4.1 Scope of work

It includes review of design/proof checking and / or developing new design of the structures and releasing the final drawings for execution of the same. Review of design and/or developing new design of the structures includes buildings, module mounting structure, switchyard equipment foundations, road, drains, water distribution network and miscellaneous work like water tank etc.

Review of Geo Technical report, Topographical survey, review of flood / Hydrology report or any other supporting documents required to proof check the drawing & design shall not be chargeable as these are supporting documents.

4.1.1 Review/Proof Checking Work:

- A. Details/design/drawings/assumptions submitted by GERMI/GERMI's client is to be reviewed by the structural consultant and comments should be provided with valid reasons, further same should be released for execution. This includes to review the Structural Details/Drawings/Design submitted by EPC contractor/Promoter/Client for each structural element of solar photovoltaic module mounting systems including but not limited to foundation and erection steel, Allied Building Structures like Inverter Rooms, Control Room, Conference Room, Security Room, Store Room, Foundations of Transformer, Two pole Structure and Switch Yard components, Compound Wall, Road, Water Tank and Storm Water Drain, Small foundation of Light poles etc.
 - i. Review pertinent site data i.e. geotechnical investigation report, Contour plan, existing structure/features if any etc.
 - ii. Review the design basis and preliminary level analysis for load and load combinations
 - iii. Review and check the 3-D analysis file with the help of STAAD, which includes detail geometrical check, mass, material properties as well stiffness of members
 - iv. Review interim/final designs calculations and design drawings in line of relevant B.I.S
- B. Provide technical assistance on site during Prefeasibility as well as at the time of execution by the site visit at required intervals if required.
- C. Attend the meeting as desired by the Client to represent the evaluation/technical details scrutiny reports and with recommendations/adequate measures to be taken care.

The consultant shall have to work on following activities for Review of Designs:

- a) Review the Design for rooms like inverter room, control room and security rooms. Rooms may be of Pre-fab material or RCC (inclusive of foundation, superstructure, Architectural, furniture, plumbing, sanitary, soak pit, septic tank and electrical)
- b) Review the Design for Module Mounting Structure. It may be on Plain Ground, roof-top or on Canal Top. Foundation may be of Pile/Open, or may be by Ramming. Superstructure may be of Steel/Aluminium and may be of Fixed type, Tilting type, truss type, hanging rope arrangement over canal etc. (inclusive of Foundation and superstructure)
- c) Review the Design for Road and Drain. Road may be of WBM/Asphalt/Concrete type. Drain may be of Brick/Stone masonry.
- d) Review the Design for Water Supply system including electrical work/Softening plant and water tank. Water tank may be of Sintex or RCC. Water tank may be overhead or may be underground. Review the hydraulic test for the system and its report.

- e) Review the Design for Switchyard foundations. It may be 11kV, 33 kV, 66KV,132 KV or 220 KV based on the size of plant in MW(inclusive of all components)
- f) Review the Design for Switchyard superstructures(inclusive of all components)
- g) Review the Design for Fencing/compound wall(inclusive of foundation, gate and superstructure)
- h) Review the design of peripheral lighting (inclusive of foundation and superstructure)
- i) Review the design of RCC water tank
- j) Review the Reports, Design Calculations, Methodology, and suggestion in case of failure etc.
- k) Review the design of minor foundations like Lighting Arrestor, Auxiliary Transformer, Ring Man Unit etc.
- l) Any other additional structural which is not specified above

4.1.2 Developing of new designs

The consultant shall have to work on following activities for Development of new Designs:

- a) Review of the pertinent site data i.e Geotechnical, Topography, Existing Structures/Features etc.,
- b) Develop Plan, Elevation and Section based on given GA drawing,
- c) Assuming Loads and Load Combinations and preparing the STAAD file and analysing the structure based on latest IS,
- d) Detailing of the designed structure for finishing works like Masonry, Partition, Plaster, Doors and Window, Plumbing and Sanitation which can be released for the execution,
- e) Developing the Specification for designed structure i.e. for material and Workmanship,
- f) Preparation of Bill of Quantities with Specification and Makes,
- g) Preparation of Costing as per latest CPWD / DSR rates,
- h) Any miscellaneous details of fire fighting or water distribution network will be provided on civil ground basis, however any assumptions/loadings/General Arrangement wherever needed shall be provided by our client.
- i) Architectural planning, Structural designing, specification development, drawing preparation, cost estimation for any type of structure (Building, Auditorium, Convention centre, etc) other than components specified in solar power plant
- j) Detailed Project Report (DPR) of Solar Power Plant (i.e. Ground Mounted, Canal Top, Highway Top, Floating, Solar Park which includes site survey, review of reports, Designing, preparation & planning of Layout for various infrastructures (Earth work, road, drainage, water pipe line network, office Buildings, street lights, water tanks, Earthen bund, culverts, Fencing, Watch tower, etc.), Preparation of specification of various infrastructure, costing of various infrastructure, employment generation etc,

4.1.3 List of the Jobs for which drawings or designs are needed to be developed

- a) Design for Room like inverter room, control room and security room. Rooms may be of Pre-fab material or RCC (inclusive of foundation, superstructure, Architectural, furniture plumbing, sanitary, septic tank, soak pit and electrical etc.)
- b) Design for Module Mounting Structure. It may be on Plain Ground, roof-top or on Canal - top Foundation may be of Pile/Open or may be by Ramming. Superstructure may be of Steel/Aluminium etc and may be of Fixed type, Tilting type, Truss type or hanging rope type over canal etc.(inclusive of Foundation and superstructure)

- c) Design for Module Mounting Structure. It may be on Plain Ground, roof top or on Canal-Top Foundation may be of Pile/Open or may be by Ramming. Superstructure may be of Steel/Aluminium etc and may be of Fixed type, Tilting type, Truss type or hanging rope type over canal etc.(inclusive of Foundation and superstructure)
- d) Design for Road and Drain. Road may be of WBM/Asphalt/Concrete type. Drain may be of Brick/Stone masonry.
- e) Design for Switchyard foundations. It may be 66KV,132 KV or 220 KV based on size of plant in MW(inclusive of all components)
- f) Review the Design for Switchyard superstructures(inclusive of all components)
- g) Design for Fencing/compound wall(inclusive of foundation, gate and superstructure)
- h) Design of peripheral lighting (inclusive of foundation, superstructure and electrical)
- i) Design of RCC water tank.
- j) Design of minor foundations like Lighting Arrestor, Auxiliary Transformer, Ring Monitor Unit etc.
- k) Any other additional structural which is not specified above

4.2 Validity Period

- 4.2.1 The Contract shall be valid for one (1) year extendable to one more year at the same rate on the same terms and conditions. For each project, GERMI shall provide an official intimation to the Consultant to start the work and thus, the entire Scope of Work as per the Work Order to be completed on project basis.
- 4.2.2 The Consultant shall accept the Work Order within seven (7) working days otherwise they will be liable for necessary action from GERMI.

5 General Terms and Conditions

5.1 Consultant and its team

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

5.2 Insurances

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

5.3 Reimbursements

- 5.3.1 GERMI shall reimburse the cost of only one (01) member of the Consultant's Team for its travel; stay and food for each site visit at actual or shall arrange the same for the Consultant at its own cost.
- 5.3.2 All standards for travel, stay, food, etc. of the Consultant shall be as per appropriate standards and decisions taken by GERMI from time to time without providing any justification thereof.
- 5.3.3 GERMI shall not reimburse any cost involving travel to Base Office.
- 5.3.4 The Base Office and Site Visit shall be defined for each individual project and it will be intimated at the time of work allotted for that specific project.

5.4 Payment Terms

- 5.4.1 Payments shall be made to the Consultant on completion of the deliverables as per the Work Order for each month.
- 5.4.2 The appropriate person in GERMI shall first verify the invoice and in case of any discrepancy has the rights to ask justifications from the Consultant.
- 5.4.3 This representative shall also have right to restrict the payment of the Consultant to a particular amount and deduct penalty from the invoice, if any, for that particular month.
- 5.4.4 Payments shall be made to the Consultant within sixty (60) days of receipt of Invoice through cheques.

5.5 Confidentiality

- 5.5.1 All reports, drawings, diagrams, designs, specifications, material lists, flow sheets, patterns and other documents collected / prepared in connection with the services hereunder shall at all stages be termed as Confidential Information and remain the property of GERMI and while in the custody of the Consultant shall be fully available to GERMI and its duly authorized representatives.
- 5.5.2 Similarly, all the drawings, designs, calculations, specifications, lists, photographs etc. pertaining to the project, furnished by the Consultant shall also be a part of the Confidential Information and be the properties of GERMI and shall be delivered to GERMI on completion of the work.
- 5.5.3 On completion of the assignment, all Confidential Information shall be handed over by the Consultant to GERMI.

- 5.5.4 The Consultant/ Bidder shall hold in confidence this assignment and all activities relating to the Project and all documents and other information whether technical or commercial which is of a confidential nature supplied by or on behalf of GERMI relating to the design, construction, insurance, operation, maintenance, management and financing of the Project and shall not, save as required by law or appropriate Competent Authorities disclose the same to any third party without any written approval from GERMI.
- 5.5.5 Literature, drawings, reports, instruction manuals etc. of different manufacturers, suppliers, bidders and other Confidential Information, which are made available to the Consultant shall be used exclusively for the project activities only and shall not be used for any other purpose. The same shall also be carefully preserved by the Consultant till the completion of the project and returned to GERMI in good condition, prior to closing of the contract.
- 5.5.6 The Consultant shall not mention the name of our client in any of its communications or documents without prior permission of the GERMI.

5.6 Intellectual Property

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

5.7 Assignment

- 5.7.1 This being a consultancy assignment, considering expertise, experience and resourcefulness of the Consultant, all the services for the comprehensive project consultancy shall be provided by the Project Consultant.
- 5.7.2 The rights and liabilities of the Consultant shall not be assigned or transferred by them.
- 5.7.3 However, if it is decided that the project shall be executed by other agency/organization, GERMI shall have rights to assign this order to the other agency.

5.8 Indemnity

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

5.9 Cancellation/ Termination

- 5.9.1 GERMI at its discretion reserves the right to cancel/ terminate the contract partly or wholly or reduce the Scope of Work, at its discretion, by giving ten (10) days notice without assigning reasons during the tenure of the Contract, which shall be binding to the Consultant and the Consultant shall be paid fees only for the actual work carried out based on discussion, agreements, justification, documents, etc.

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

5.10 Governing Law

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

5.11 Penalty

- 5.11.1 The Consultant shall have to carry out the design development work within the time duration given in clause 4.2.
- 5.11.2 In case of delay in execution of work, a penalty of 1% shall be charged on that particular work per week upto a maximum of 5%.

5.12 Other general terms

- 5.12.1 If in case the consultant shall have to carry out the site visit before preparing drawings, GERMI shall intimate the same. For site visits, GERMI shall make all the arrangements related to travelling, lodging, boarding food etc. or GERMI shall reimburse the expenditure on actual.
- 5.12.2 The Consultant shall submit its price as per the negotiated rates provided in the work order.
- 5.12.3 The price given in financial bid shall be final and there shall be no deviation from that during the execution of the work. That price shall include the cost of work at least up to three revisions in drawings.
- 5.12.4 For unforeseen design tasks, cost of the assignment shall be decided based on mutual agreement with client and revisions in drawing for more than three times shall be payable on pro rata basis.
- 5.12.5 Revision in part of the design shall not be treated as new design. Only complete change or alteration in the design shall be treated as new design and the same can be treated as "Out of Scope".
- 5.12.6 Consultant has to provide 1 Soft copy (PDF/Autocad) and 2 sets of Hard copy of the Designs, Drawings, BOQs ,Specifications with his/her approval with signature and stamp.
- 5.12.7 Total liability on the design and review part is of the Consultant. The Consultant's liability, if any, towards the provision of the Services provided to the GERMI shall be limited to the equivalent of the Fees payable to the Consultant by GERMI.
- 5.12.8 Validity of the price given in financial bid shall be for 6 months from the date of issuance of Work order.
- 5.12.9 No deviation from the terms and conditions is allowed.
- 5.12.10 Offer shall indicate man-day charges for visits to project site and should absorb up to 2 visits.

Annexure 1: Format of Covering Letter for Submission of Bid

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

[Reference No.]

From:

[Address of the Consultant]

[Telephone No., Fax No., Email]

[Date]

To:

The Director General

Gujarat Energy Research and Management Institute

1st, Floor Energy Building

Pandit Deendayal Petroleum University Campus

Gandhinagar, Gujarat 382 007

INDIA

Sub: Bid for selection of Structural Consultant GERMI Solar PV Power Projects of GERMI.

Ref. No.: GERMI RFP Document No. GERMI/RE4/SERVICES/2018/09

Dear Sir,

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

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

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

We have enclosed the requisite Bid Processing Fees of Rupees..... as per the provisions of the RFP in the form of Demand Draft No. [Demand Draft No. here] from [Bank name] dated [date] and Earnest Money Deposit of Rupees as per the provisions of the RFP in the form of Demand Draft No. [Demand Draft No. here] from [Bank name] dated [date].

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

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

Sign and Stamp

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

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

Name :

Designation :

Organization :

Address :

.....

.....

Mobile :

Phone :

Fax :

Email :

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

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

Thanking you,

Sincerely yours,

Name, Sign., Designation.....

Stamp

Annexure 2: Format of Financial Bid for Structural Consultant for GERMI Solar PV Power Projects.

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

[Reference No.]

From:

[Address of the Lead Consortium Member]

[Telephone No., Fax No., Email]

[Date]

To:

The Director

Gujarat Energy Research and Management Institute

1st Floor, Energy Building,

Pandit Deendayal Petroleum University Campus,

Gandhinagar, Gujarat 382 007

INDIA

Sub: Financial Bid for selection of Structural Consultant for Solar PV Power Projects of GERMI.

Ref: GERMI RFP Document No. GERMI/RE4/SERVICES/2018/09

Dear Sir,

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

Sign and Stamp

	Drain may be of Brick/Stone masonry.												
5	Review the Design for Water Supply system including electrical work/Softening plant and water tank. Water tank may be of Sintex or RCC. Water tank may be overhead or may be underground. Review the hydraulic test for the system and its report.	Set	1										
6	Review the Design for Switchyard foundations. It may be 66KV,132 KV or 220 KV based on the size of plant in MW(inclusive of all components)	Set	1										
7	Review the Design for Switchyard superstructures(inclusive of all components)	Set	1										
8	Review the Design for Fencing/compound wall(inclusive of foundation, gate and superstructure)	Set	1										
9	Review the design of peripheral lighting (inclusive of foundation and superstructure)	Numbers	1										
10	Review the design of RCC water tank.	Numbers	1										
11	Review the Reports, Design Calculations, Methodology, and Suggestion in case of failure etc.	set	1										

12	Review the design of minor foundations like Lighting Arrestor, Auxiliary Transformer, Ring Man Unit etc.	Numbers	4										
13	Site Visits	Numbers	3										
TOTAL BID VALUE.....													
(In words :)													

B: Financial Bid for Design Work:

Sr. No.	Item Description	Unit	Numbers	Rate			Amount(in Rs)			Tax	Total(in Rs)		
				Upto 20MW	20 MW to 50 MW	50 to 100 MW	Upto 20MW	20 MW to 50 MW	50 to 100 MW		Upto 20 MW	20 MW to 50 MW	50 to 100 MW
			(A)	(B) (in Rs)			(C) = (A) x (B) (in Rs)			(%)	(in Rs)		
1.	Design for Room like inverter room, control room and security room. Rooms may be of Pre-fab material or RCC (inclusive of foundation, superstructure, Architectural, furniture plumbing, sanitary, septic tank, soak pit and electrical etc.)	Numbers	3										
2.	Design for Module Mounting Structure. It may be on Plain Ground, roof top or on Canal Top Foundation may be of Pile/Open or may be by Ramming. Superstructure may be of Steel/Aluminum etc and may be of Fixed type, Tilting type, Truss type or hanging rope type over canal etc.(inclusive of Foundation and superstructure)	Numbers	1										
3.	Design for Road and Drain. Road may be of WBM/Asphalt/Concrete type.	Numbers	1										

	Drain may be of Brick/Stone masonry.												
4.	Design for Water Supply system including electrical work/Softening plant and water tank. Water tank may be of Sintex or RCC. Water tank may be overhead or may be underground. Review the hydraulic test for the system and its report.	Set	1										
5.	Design for Switchyard foundations. It may be 66KV,132 KV or 220 KV based on size of plant in MW(inclusive of all components)	Set	1										
6.	Design for Switchyard superstructures(inclusive of all components)	Set	1										
7.	Design for Fencing/compound wall(inclusive of foundation, gate and superstructure)	Set	1										
8.	Design of peripheral lighting (inclusive of foundation, superstructure and electrical)	Numbers	1										
9.	Design of RCC water tank.	Numbers	1										
10	Design of minor foundations like Lighting Arrestor, Auxiliary Transformer, Ring Man Unit etc..	set	1										

11	Preparation of Detailed Project Report (DPR) includes planning & layouting, Designing, development of specifications, cost estimates, review of various reports, site visits,etc.	Number	1										
12	Architectural Planning with various drawings, development of specifications & cost estimate for any type of structure (Building, Auditorium, Convention centre, etc) other than components of solar power plant	Percentage of Project Cost	1										
13	Structural design as per architectural drawings, development of specifications & cost estimates for any type of structure (Building, Auditorium, Convention centre, etc) other than components of solar power plant	Percentage of Project Cost	1										
14	Site Visits	Numbers	3										
TOTAL BID VALUE.....													
(In words :)													

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

Thanking you,

Sincerely yours,

[signature & stamp]

[name]

[designation]

Annexure 3: List of Similar Projects

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

Notes:

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