



# ::TENDER DOCUMENT::

e-NIT No. 21/CE/PLG/WYC/SPP-271/Vol-IV

dated: 08.09.2020

**TENDER FOR DESIGN, ENGINEERING, PROCUREMENT & SUPPLY, CONSTRUCTION, COMMISSIONING FOR SETTING UP OF GRID CONNECTED SOLAR PHOTOVOLTAIC POWER PLANT AT THREE SITES I.E. 30 MW AT NEW ASH DYKE AREA FTPS, FARIDABAD; 15 MW AREA NEAR ASH DYKE DCRTTP, YAMUNA NAGAR AND 12 MW AT WYC HYDEL YAMUNA NAGAR ON BUILD, OPERATE AND TRANSFER (BOT) FOR A PERIOD OF 25 YEARS**



**Issued by:  
Haryana Power Generation  
Corporation Limited (HPGCL)**

C-7, Urja Bhawan,  
Panchkula-134 109, HR  
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**Web: [www.hpgcl.org.in](http://www.hpgcl.org.in)**

## **Haryana Power Generation Corporation Limited (HPGCL)**

(Regd. Office: C-7, Urja Bhawan, Sector-6, Panchkula)

Corporate Identity No. U45207HR1997SGC033517

Website: - [www.hpgcl.org.in](http://www.hpgcl.org.in)



(An ISO 9001, 14001 & OHSAS 18001 Certified Company)

### **e-TENDER**

### **FOR**

**DESIGN, ENGINEERING, PROCUREMENT & SUPPLY,  
CONSTRUCTION, COMMISSIONING FOR SETTING UP OF  
GRID CONNECTED GROUND MOUNTED SOLAR  
PHOTOVOLTAIC POWER PLANT AT THREE SITES I.E. 30  
MW AT NEW ASH DYKE AREA, FTPS, FARIDABAD; 15  
MW AREA NEAR ASH DYKE DCRTTP, YAMUNA NAGAR  
AND 12 MW AT WYC HYDEL, YAMUNA NAGAR ON BUILD,  
OPERATE AND TRANSFER (BOT) FOR A PERIOD OF 25  
YEARS.**

### **ISSUED BY:**

**CHIEF ENGINEER, DCRTTP (PLANNING SECTION, HQ)**

**HARYANA POWER GENERATION CORPORATION LIMITED (HPGCL)**

**ON**

**8<sup>th</sup> September, 2020**



## Haryana Power Generation Corporation Limited

Regd. Office: C-7, Urja Bhawan, Sector-6, Panchkula

Corporate Identity No. U45207HR1997SGC033517

Website:- [www.hpgcl.org.in](http://www.hpgcl.org.in);

Email: [ceplg@hpgcl.org.in](mailto:ceplg@hpgcl.org.in) Telephone no.: 0172- 5022439

e-NIT No. 21/CE/PLG/WCY/SPP-271/Vol-IV

Dated: 08.09.2020

### NOTICE INVITING e-Tender

**e-Tenders in two parts from the eligible Bidders are invited by Chief Engineer/ DCRTTP (Planning Section, HQ), Urja Bhawan, HPGCL, Panchkula (Haryana) detailed as under:-**

Sr. No.	NIT No.	Brief Scope of Work	Last Date of Submission
1.	e-NIT No. 21/CE/PLG/WY C/SPP- 271/Vol-IV  Dated: 08.09.2020	e-Tenders in two parts from the eligible Bidders are invited for Design, Engineering, Procurement & Supply, Construction and Commissioning for setting up of Grid Connected Ground Mounted Solar Photovoltaic Power Plant at three different locations viz. 30 MW at new ash dyke area, FTPS, Faridabad, 15 MW area near ash dyke DCRTTP, Yamuna Nagar and 12 MW at WYC Hydel, Yamuna Nagar on Build, Operate and Transfer (BOT) for a period of 25 years including Operation & Maintenance (Domestic Competitive Bidding).	<b>08.10.2020 upto 13:00 Hrs</b>

Tender Documents may be downloaded from Website <https://etenders.hry.nic.in>. For view download and any other updates regarding this Tender, kindly check [www.hpgcl.org.in](http://www.hpgcl.org.in). Tender Fee & e-Service Fee (non-refundable) is to be paid through online & Earnest Money Deposit (EMD) is to be submitted in the shape of Bank Guarantee. Tender is to be submitted online. All the relevant documents of the Tender shall also be submitted physically by Registered Post A.D. or Speed Post/Courier only before stipulated timeline which shall be addressed to: **Chief Engineer/ DCRTTP (Planning Section, HQ), Haryana Power Generation Corporation Limited (HPGCL), Ground Floor, C-7, Urja Bhawan, Sector-6, Panchkula-134 109, Haryana** super scribing the envelope with Tender No. and Description.

**Chief Engineer/ DCRTTP (Planning Section, HQ),  
Haryana Power Generation Corporation Limited (HPGCL);  
Plot No. C-7, Urja Bhawan,  
Sector-6, Panchkula, Haryana- 134109.  
Telefax No.: 0172-5022439  
E-mail: [ceplg@hpgcl.org.in](mailto:ceplg@hpgcl.org.in), [seplg@hpgcl.org.in](mailto:seplg@hpgcl.org.in)**

**Executive Engineer/Planning-I  
For Chief Engineer/ DCRTTP (Planning Section, HQ),  
HPGCL, Panchkula.**

### IMPORTANT DATES

Tender Enquiry No.	e-NIT no. 21/CE/PLG/WYC/SPP-271/Vol-IV dated 08.09.2020	
Description of Work	Tender for Design, Engineering, Procurement & Supply, Construction and Commissioning for setting up of Grid Connected Ground Mounted Solar Photovoltaic Power Plant at three different locations viz. 30 MW at new ash dyke area, FTSP, Faridabad, 15 MW area near ash dyke DCRTTP, Yamuna Nagar and 12 MW at WYC Hydel, Yamuna Nagar on Build, Operate and Transfer (BOT) for a period of 25 years including Operation & Maintenance (Domestic Competitive Bidding).	
Start date and time of tender downloading	08.09.2020 after 17:00 Hrs	
Pre-Bid Conference	24.09.2020 @ 12:00 Hrs	
Last date & time for submission of tender	08.10.2020 upto 13:00 Hrs	
Due date & time of opening of Technical Bid / Part-I tender	12.10.2020 @ 15:00 Hrs	
Estimated Cost	Rs. 188 Crore	
Tender & e-service Fees (Non – refundable)	Rs 5900/- + Rs 1180/- = Rs 7080/- (including GST @18%) to be submitted online	
Earnest Money	@ Rs 10 Lakh / MW of the total capacity i.e. Rs 3 Crore for 30 MW at new ash dyke area FTSP Faridabad, Rs 1.5 Crore for 15 MW area near ash dyke DCRTTP Yamuna Nagar and Rs 1.2 Crore for 12 MW at WYC Hydel Yamuna Nagar issued by any of the scheduled banks valid for 09 months from the last date of bid submission to be submitted in the form of bank guarantee along with Part-I tender documents. <b>Original Hard copy of the bank guarantee should be submitted along with Part-I.</b>	
Bid Validity	One Hundred and Eighty (180) days from the date of opening of the Price Bids of this Tender	
Tentative date of opening of online Price Bid	Shall be intimated later.	
Scheduled date of Commissioning of Project	10 months from date of issuance of Letter of Intent	
Tentative Date for Operational Acceptance Test	11 months from date of issuance of Letter of Intent	
Operation and Maintenance Period	The Solar PV Plants are to be operated and maintained by successful bidder for 25 years.	
Information regarding submission of tender document, tender fee, e-service charge & EMD .	Section-1 (Page no. 5 to 8 )	Techno Commerical <b>(Part-I)</b>
Definitions, Interpretation and Brief Introduction on HPGCL	Section-2 (Page no. 9 to 15 )	
Instructions to bidders	Section-3 (Page no. 16 to 22 )	
Submission of Bid	Section-4 (Page no. 23 to 32 )	
Pre Qualifying Requirements (PQR) / Eligibility Conditions For The Bidders	Section-5 (Page no. 33 to 36 )	
Scope of Work	Section-6 (Page no. 37 to 44 )	
Commissioning Procedure	Section-7 (Page no. 45 to 47 )	
General Terms & Conditions, Annexure & Appendices	Section-8 (Page no. 48 to 118)	
Price Bid (Part-II)	Section-9 (Page no. 119 to 120 )	Price Bid <b>(Part-II)</b>

## **Section-1**

# **INFORMATION REGARDING SUBMISSION OF TENDER DOCUMENT, TENDER FEE, E- SERVICE CHARGE & EMD.**

## 1. INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM

### Information Regarding Payment of Tender Document, eService & EMD.

The Bidders can download the tender documents from the Portal <https://etenders.hry.nic.in>. The Bidders shall have to pay for the Tender documents & eService Fee online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and online payment authorization networks. The payment for Tender Document Fee and e-service Fee can be made by eligible bidders/contractors online directly through **Debit Card & Internet Banking Accounts**. The Payment for **EMD** should be submitted in the form of Bank guarantee.

NOTE: If the tenders are cancelled or recalled on any grounds, the tender document fees & e-service fee will not be refunded to the bidders.

The Tenderers can submit their tender documents (Online) as per the dates mentioned in the key dates:-

#### Key Dates

Sr. No.	Description of Activities	Tenderer's Stage	Start date and time	Closing date and time
1	-----	Downloading of Tender Documents, Bid Preparation & submissions	08.09.2020 after 17:00 Hrs	08.10.2020 upto 13:00 Hrs
	Receipt of queries from bidders (if any)	-----	08.09.2020 after 17:00 Hrs	21.09.2020 upto 17:00 Hrs
	Tentative date of Pre-Bid Conference	-----	24.09.2020 at 12:00 Hrs	-----
2	Stage-I Techno-Commercial (Part-I) Opening	---	12.10.2020 at 12:00 Hrs	---
3	Stage-II Shortlisting/Qualifying of Technical bids & Opening of Price Bid	---	Will be intimated to the Bidder(s) through e-mail/fax.	

### 1.1 Conditions/Procedure for submission of tender:

#### 1.1.1 Pre-requisites for online bidding:

In order to bid online on the portal <https://etenders.hry.nic.in>, the user machine must be updated with the required version Java. The link for downloading latest java applet is available on the Home page of the e-tendering Portal.

#### 1.1.2 Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal eProcurement system at <https://etenders.hry.nic.in>.

#### 1.1.3 Download of Tender Documents:

The tender documents can be downloaded free of cost from the eProcurement portal <https://etenders.hry.nic.in>.

#### 1.1.4 Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

**1.1.5 Bid Preparation (Technical & Financial) online Bids:**

- i) The bidders shall upload their technical offer containing documents , qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions except the rates (price bid). **The bidders shall quote the prices in price bid format.**
- ii) Submission of bids will be preceded by submission of the digitally signed& sealed bid (Hash) as stated in the time schedule (Key Dates) of the Tender.

**NOTE:-**

- (A) **If bidder fails to complete the Online Bid Submission stage on the stipulated date and time. His/her bid will be considered as bid not submitted, as such bid will not appear during tender opening stage.**
- (B) **Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>.**

**1.2 Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this eProcurement Portal.**

- 1.2.1 Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnITrustline/SafeScript/TCS.
- 1.2.2 Bidder then logs into the portal giving user id / password chosen during enrollment.
- 1.2.3 The e-token that is registered should be used by the bidder and should not be misused by others.
- 1.2.4 DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
- 1.2.5 The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
- 1.2.6 After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
- 1.2.7 The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
- 1.2.8 If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
- 1.2.9 Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
- 1.2.10 Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.

- 1.2.11 The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
- 1.2.12 The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
- 1.2.13 There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- 1.2.14 It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
- 1.2.15 In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected
- 1.2.16 The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- 1.2.17 The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
- 1.2.18 At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- 1.2.19 After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
- 1.2.20 Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- 1.2.21 The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
- 1.2.22 The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
- 1.2.23 All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
- 1.2.24 During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
- 1.2.25 The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

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



# **Section 2**

## **Definitions, Interpretation and Brief Introduction on HPGCL**

## 2. Definitions, Interpretation and Brief Introduction on HPGCL

### 2.1 Definitions

- 2.1.1 The following words and expressions shall have the meanings hereby assigned to them.
- 2.1.2 “Actual Delivered Energy” means the net energy in kilo-watt hour (kWh) from PV Solar Power Plants as measured at the Metering Point.
- 2.1.3 “Adjudicator” means the person, who shall be an engineer or a firm of engineers who is appointed by HPGCL to act as the adjudicator to make a decision on or to settle any dispute or difference between HPGCL and the Contractor referred to it by the parties pursuant to Tender (Adjudicator) hereof.
- 2.1.4 “Applicable Law” means any statute, law, regulation, ordinance, notification, rule, regulation having the force of law in the Republic of India and the State Government, by any Government Authority or instrumentality thereof, whether in effect as of the date of this Contract or thereafter.
- 2.1.5 “Bid” shall mean the bid submitted by the Bidder in response to this “for design, engineering, procurement & supply, construction, commissioning for setting up of solar plants at three sites i.e. 30 MW at new ash dyke area, FTPS, Faridabad; 15 MW area near ash dyke DCRTPP, Yamuna Nagar and 12 MW at WYC Hydel, Yamuna Nagar on Build, Operate and Transfer (BOT) for a period of 25 years. e-NIT No. 21/CE/PLG/WYC/SPP-271/Vol-IV dated 08.09.2020.
- 2.1.6 “Bidder”- Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assignee. severally, as the context may require;
- 2.1.7 “Capacity Utilization Factor (CUF)” shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time.
- 2.1.8 “Chartered Accountant” shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.
- 2.1.9 “Commissioning” means the satisfactory, continuous and uninterrupted operation of the equipment/system as specified after all necessary statutory approvals, initial tests, checks and adjustments for a period of at least 3 days to the satisfaction of HPGCL and necessary certificates are issued by the all concerned/ nodal agencies appointed by HPGCL/HPPC/HAREDA/HVPLN/UHVBN.
- 2.1.10 “Company” means HPGCL, the same definition applies as per Clause 2.1.31.
- 2.1.11 “Completion of the Facilities” means that the Facilities (or a specific part thereof where specific parts are specified in the Scope of Work) have been completed operationally and structurally and put in a tight and clean condition and that all work in respect of Commissioning of the Facilities or such specific part thereof has been completed as per the Scope of Work.
- 2.1.12 “Commercial Operation Date” (COD) means the date(s) on which the Project achieves the commercial operation and such date as specified in a written notice given to HPGCL at least 60 days in advance.
- 2.1.13 “Consultant” shall mean any consultant hired by HPGCL or the company for the purpose of this project.

- 2.1.14 "Contract" or "Contract Agreement" means the Contract signed between HPGCL and the Contractor to execute the entire Scope of Work as given in Appendix 13: Format of Agreement between HPGCL and the Contractor.
- 2.1.15 "Contract Documents" means the documents listed in Appendix 13: Format of Agreement between HPGCL and the Contractor.
- 2.1.16 "Contractor" means the Successful Bidder with whom contract is signed by HPGCL includes the legal successors or permitted assignee of the Contractor.
- 2.1.17 "Contractor's Equipment" means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Contractor, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities.
- 2.1.18 "Day" means calendar day of the Gregorian calendar.
- 2.1.19 "DCRTPP" means Deenbandhu ChotuRam Thermal Power Project, HPGCL, Yamunanagar.
- 2.1.20 "Delivery Point" shall be the interconnection point at which Solar Power Developer (SPD)/ Successful Bidder shall deliver the power to the Haryana State Transmission Unit/Discom substation. The metering shall be done at this point of interconnection.
- 2.1.21 "DHBVNL" shall mean Dakshin Haryana Bijli Vitran Nigam Limited.
- 2.1.22 "Effective Date" for this Contract shall mean the date of issuance of Letter of Intent by HPGCL.
- 2.1.23 "Engineer-in-Charge" shall mean the engineer appointed at Project site by HPGCL.
- 2.1.24 "Facilities" means the Plant and Equipment to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contract for enabling the installation, construction, testing and commissioning of the Solar Power System(s).
- 2.1.25 "Financial Bid" or "Financial Proposal" means the proposal submitted by the Bidder online as a part of the Bid including the EPC cost, O&M cost, taxes & statutory levies etc as per format prescribed in **Section-9 Price Bid**.
- 2.1.26 "Financial Closure" shall mean the execution of all the financing arrangements required for the power station & fulfilment of any of the conditions precedents for the initial draw down of funds there under.
- 2.1.27 "FTPS" means Faridabad Thermal Power Station, HPGCL.
- 2.1.28 "Government Authority" means Government of India, any state government or any governmental department, commission, board, body, bureau, agency, authority, undertaking, or administrative body or any sub-division or instrumentality thereof, central, state, or local, having jurisdiction over the Contractor, the Facility, or the performance of all or any of the services, obligations or covenants of Contractor under or pursuant to this Contract or any portion thereof.
- 2.1.29 "HAREDA" shall mean Haryana Renewable Energy Development Agency.
- 2.1.30 "HERC" shall mean Haryana Electricity Regulatory Commission constituted under section 82 of Electricity Act 2003 or its successors.
- 2.1.31 "HPGCL" means Haryana Power Generation Corporation Limited (HPGCL) and includes the legal successors or permitted assigns.
- 2.1.32 "HPPC" shall mean Haryana Power Purchase Centre.
- 2.1.33 "HVPNL" shall mean Haryana Vidyut Prasaran Nigam Limited.
- 2.1.34 "Installation Services" means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Contractor under the Contract; e.g., transportation and provision of marine or other similar insurance, inspection,

- expediting, Site preparation works (including the provision and use of Contractor's Equipment and the supply of all civil, structural and construction materials required), installation, Commissioning, carrying out guarantee tests, operations, maintenance, the provision of operations and maintenance manuals, training of HPGCL's personnel etc.
- 2.1.35 “JNNSM” means the Jawaharlal Nehru National Solar Mission.
- 2.1.36 “Metering Point” for purposes of recording of Delivered Energy will be the Delivery Point.
- 2.1.37 “Month” means calendar month of the Gregorian calendar.
- 2.1.38 “MNRE” means Ministry of New and Renewable Energy, Government of India.
- 2.1.39 “Price Bid” means the same as per Section-9 Price Bid.
- 2.1.40 “PTPS” means Panipat Thermal Power Station.
- 2.1.41 “O&M” means Operations and Maintenance.
- 2.1.42 “Owner(s)” means HPGCL and includes the legal successors or permitted assigns.
- 2.1.43 “Party” or “Parties” means individually any one of the Bidder, Contractor or HPGCL; or collectively any or all of the Bidder, Contractor or HPGCL; respectively.
- 2.1.44 “Plants/Projects” means separate three project i.e. 30 MW at new ash dyke area, FTPS, Faridabad; 15 MW area near ash dyke DCRTTP, Yamuna Nagar and 12 MW at WYC Hydel, Yamuna Nagar as per the provisions in this Tender.
- 2.1.45 “Plant Capacity” is defined as the function of cumulative rated DC capacity of all solar PV modules under STC conditions as defined and measured in adhering to the guidelines of latest version of applicable IEC standard for crystalline silicon PV module technologies as well as cumulative rated AC capacity of the grid connected inverters, utility interface, performance measurement and safety norms in accordance the relevant guidelines of MNRE/ UHVCN / any other Haryana State Agencies guidelines as well as the requirements stipulated by HPGCL.
- 2.1.46 “Project Manager” means the person appointed by HPGCL in the manner provided in the Tender (Project Manager) hereof and named to perform the duties delegated by HPGCL.
- 2.1.47 “Prudent Utility Practices” means those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturer's operation and maintenance guidelines.
- 2.1.48 “Scheduled Date of Completion (SCOD)” shall mean the date on which the Project is scheduled to deliver contracted energy to HPGCL at the Delivery Point after completion of all the required tests i.e upto 10 months from the date of issue of Letter of Intent (LoI) or signing of PPA whichever is earlier.
- 2.1.49 “Power Purchase” means whosoever with whom HPGCL has signed a Power Purchase Agreement (PPA) for offtake of power from 30 MW at new ash dyke area, FTPS, Faridabad; 15 MW area near ash dyke DCRTTP, Yamuna Nagar and 12 MW at WYC Hydel, Yamuna Nagar.
- 2.1.50 “SECI” means Solar Energy Corporation of India.
- 2.1.51 “Site” means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.

- 2.1.52 “Solar Power System(s)” means the solar photovoltaic grid connected power system(s) to be established at the site specified in the Tender.
- 2.1.53 “Subcontractor”, including vendors, means any person to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant and Equipment, is sub-contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.
- 2.1.54 “Successful Bidder” means the Bidder who is financially and technically eligible and qualified, and evaluated as the Lowest Evaluated Bidder as per the provisions in this Tender and to whom the contract is awarded.
- 2.1.55 “Tender” or “Tender Document(s)” shall mean this “Design, Engineering, Procurement & Supply, Construction, Commissioning including O&M for setting up of Grid Connected Ground Mounted Solar Photovoltaic power plant at three different locations viz. 30 MW at new ash dyke area, FTPS, Faridabad; 15 MW area near ash dyke DCRTTP, Yamuna Nagar and 12 MW at WYC Hydel, Yamuna Nagar on Build, Operate And Transfer (BOT) for a period of 25 years.”, e-NIT No. 21/CE/PLG/WYC/SPP-271/Vol-IV dated 08.09.2020 issued by HPGCL including its annexures, appendices, attachments, amendments and any other documents as added or modified by HPGCL as per the provisions in this Tender.
- 2.1.56 “Tender Issuing Authority” means the office of Chief Engineer/ DCRTTP (Planning Section, HQ), Haryana Power Generation Corporation Limited (HPGCL).
- 2.1.57 “Time for Completion” shall be the date on or before which Completion of the Facility has to be achieved to the satisfaction of HPGCL and such date is specified in NIT.
- 2.1.58 “UHBVNL” shall mean Uttar Haryana Bijli Vitran Nigam Limited.
- 2.1.59 “WYC Hydel” means Western Yamuna Canal Hydel power project, HPGCL, Budhkalan, Yamunanagar.

## **2.2 Interpretations**

- 2.2.1 Language: Unless otherwise agreed by the parties in writing, the parties shall use the English language and the Contract and the other Bid documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language. If any of the Contract Documents, correspondence or communications are prepared in any language other than English, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.
- 2.2.2 References: All Clauses, Sections, Chapters, Appendices, Annexure or any other objects mentioned in this Tender shall refer to the same in this Tender unless specified otherwise.
- 2.2.3 Singular and Plural: The singular shall include the plural and the plural the singular, except where the context otherwise requires.
- 2.2.4 Headings: The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.
- 2.2.5 Persons: Words importing persons or parties shall include Bidder(s), corporations and government entities.
- 2.2.6 Men: The word ‘Men’ in this Tender shall mean all genders i.e. male, female and others.
- 2.2.7 Entire Agreement: The Contract constitutes the entire agreement between HPGCL and Contractor with respect to the subject matter of Contract and supersedes all

communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. The various documents forming the Contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the Contract documents, the matter may be referred to the Adjudicator and the Contractor shall carry out work in accordance with the decision of the Adjudicator.

- 2.2.8 Amendment: No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party hereto.
- 2.2.9 Time: Any time, unless mentioned otherwise, shall be as per Indian Standard Time (IST).
- 2.2.10 Currency: All amounts mentioned as Rupees, Rs. or INR shall be interpreted as Indian Rupees.
- 2.2.11 Independent Contractor: Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed.
- a. All employees, representatives or subcontractors engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of HPGCL and nothing contained in the Contract or in any sub-contract awarded by the Contractor shall be construed to create any contractual relationship between any such employees, representatives or Subcontractors and HPGCL.
  - b. Not in any case the sub-contractor shall claim or shall put any binding to HPGCL and the sub-contractor must be handled by the Contractor and HPGCL shall not be responsible for any claims at anytime by the Contractor in relation to the sub-contractor.
- 2.2.12 Non-Waiver:
- a. Subject to Clause 2.2.12 (b) below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
  - b. Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 2.2.13 Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 2.2.14 Country of Origin: “Origin” means the place where the materials, equipment and other supplies for the facilities are mined, grown, produced or manufactured, as the case may be, and from which the services are provided. This shall be according to HPGCL/MNRE/ HVPNL/ UHVBN/ HPPC guidelines as well as in accordance to the relevant provisions of Haryana Solar Policy 2014 and subsequent amendments.

### 2.3 About HPGCL

Haryana is one of the forerunners to initiate reforms in its power sector in 1997. Pursuant to these reforms the State Electricity Board was unbundled and reorganized on 14 August 1998. Two wholly State-owned Utilities were established to independently perform the functions of generation, transmission and distribution of power. Subsequently, two more Utilities were created for looking after power distribution.

HPGCL was incorporated as a company on 17 March 1997 and was given the responsibility of operating and maintaining State's own generation projects. The business of Generation of Power of erstwhile Haryana State Electricity Board (HSEB) was transferred to HPGCL on 14 August 1998 pursuant to Power Reforms in Haryana. As a result, HPGCL came into existence on 14 August 1998 for bringing in excellence in power generation in the State's own generating stations. In addition, it has been entrusted with the responsibility of setting up of new generating stations in order to keep pace with the ever increasing demand of power. HPGCL has installed generation capacity of 2792.4 MW comprising of following thermal/hydel power stations.

- 920 MW Panipat Thermal Power Station (PTPS), Panipat
- 600 MW Deenbandhu Chhottu Ram Thermal Power Plant (DCRTTP), Yamunanagar
- 1200 MW Rajiv Gandhi Thermal Power Plant (RGTPP), Hisar.
- 62.4 MW Hydel Project at Western Yamuna Canal (WYC), Yamunanagar
- 10 MW Solar Power Plant at Panipat Thermal Power Station, Panipat.

The HPGCL has embarked on a mission to establish itself as a modern, growth oriented organization and to make its presence felt in the country's dynamic power sector. HPGCL has a vision to become a modern world class power generation company, committed to powering Haryana's growth on all fronts by maximizing generation and minimizing the cost of power from existing plants and by planning and implementing new generation projects.

HPGCL raised the level of its operations to global standards after obtaining ISO: 9001, ISO: 14001 and OHSAS: 18001 Certifications, for its power stations at Yamuna Nagar, Hisar & Panipat and Corporate Office at Panchkula.

--- End of Section ---

## **Section-3**

# **INSTRUTCTIONS TO BIDDERS**



### 3. Instructions to Bidders

#### 3.1 General Instructions

- 3.1.1 The current document is the Tender, which is issued to all the potential Bidders, requesting a Bid for implementation of the Project on a fixed price basis. A Contractor would be selected through competitive bidding process for execution of the Project.
- 3.1.2 Any information regarding tender can be obtained from the office of CE/DCRTPP (Planning Section, HQ), at (ceplg@hpgcl.org.in) on any working day prior to last date of submission of tenders. The payment of Tender Document Fee and e-service Fee is to be made online only. The Earnest Money Deposit is to be submitted in the form of Bank Guarantee. However, scanned copy is to be uploaded alongwith documents of Part-I.
- 3.1.3 Before submitting tenders, the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the Tender documents or is in doubt as to the true meaning of any part, he shall clarify same from the Tender issuing office in writing before the due date of submission of the queries.
- 3.1.4 Unless exempted specifically, tenders not accompanied with the prescribed EMD, Tender Fees & e-Service fee shall be rejected. EMD / Tender Fees shall be in the prescribed mode of payment as asked in the NIT otherwise the tender shall be liable to be rejected.
- 3.1.5 The validity of the Tender / offer shall be for 180 days from the date of opening of the Price Bid.
- 3.1.6 The details of NIT along with Tender Documents can be seen and downloaded from the portal <https://etenders.hry.nic.in> as well as HPGCL website [www.hpgcl.org.in](http://www.hpgcl.org.in).
- 3.1.7 The committee nominated by HPGCL shall evaluate all the bids received against NIT on the parameter indicated under heading Pre-Qualifying Requirement (PQRs)/ Eligibility conditions in Section 5 and other relevant clause of the Tender. The decision of the committee shall be final.
- 3.1.8 Issuance of Tender Documents to any party shall not construe that such party is considered to be qualified.
- 3.1.9 In case due dates of sale / receipt /opening of the Tender happens to be holiday in HPGCL, the needful will be done on next working day.
- 3.1.10 The bidders / contractors shall observe the highest standards of ethics during the submission of tender, procurement and execution of the contract. In case of evidence of cartel formation by the Bidder(s) EMD is liable to be forfeited.
- 3.1.11 Cartel Formation: - Cartel formation is against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices shall be severely discouraged and dealt with stern action which includes suitable administrative action, like rejecting the offers, reporting the matter to appropriate authority to take suitable actions against such Bidder(s).
- 3.1.12 The bidder shall bear all costs including bank charges if any, associated with the preparation and submission of his bid and the purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- 3.1.13 Tender Issuing Authority reserves the right to cancel the NIT or to change qualifying requirement/amendment to tender document or to reject any or all the tenders so received without assigning any reason.
- 3.1.14 The Site for the work is either available or it shall be made available in the parts in a manner so as not to hamper the progress of work.
- 3.1.15 The Bidder whose Bid is accepted will be required to furnish by way of Performance Bank Guarantee the amount as prescribed in the NIT for the due fulfilment of his Contract.
- 3.1.16 Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Bidders who resort to canvassing will be liable to rejection straight way.
- 3.1.17 All rates shall be quoted on the proper form i.e. price bid supplied as part of the Tender documents on e-tender portal by the Department.
- 3.1.18 On acceptance of the Tender, the name of the authorized representative(s) of the Successful bidder, who would be responsible for taking instructions from the Engineer-in-Charge and shall be communicated to the Engineer-in-Charge immediately after the allotment / start of work.
- 3.1.19 The Haryana Power Generation Corporation Limited does not bind itself to accept the lowest tender and reserves to itself the right to accept the whole or any part of the Tender and the Bidder shall be bound to perform the same at the rate quoted in this Tender.
- 3.1.20 No contractor is permitted to tender for the works if any of his near relatives\* is posted to deal with day to day duties in the passing of bill etc. and who is working in any capacity requiring him to give instructions / advice and in particular any office / official of the Company including the member of the Board. Any breach of this condition by any one shall render him liable to be removed from the list of the contractors for the Haryana Power Generation Corporation Limited and the work entrusted to him may be terminated.

**\*Note:**

1. By the terms near relatives means wife/ husband, parents and grandparents, children and Grandchildren, brothers and sisters, uncles and cousins and their corresponding in-laws.
2. The bidder shall attach the list of officers and employees of HPGCL related to him with this tender.

**3.2 Local Conditions**

- 3.2.1 The Bidder is advised to visit and examine the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into the Contract Agreement. The costs of visiting the Site shall be at Bidder's own expense.
- 3.2.2 The Bidder and any of its personnel or agents shall be granted permission by HPGCL to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel or agents, shall release and indemnify HPGCL and its personnel and agents from and against all liability in respect thereof and shall be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and

expenses however caused, which, but for the exercise of such permission would not have arisen.

- 3.2.3 Failure to visit the Site or failure to study the Tender Document shall in no way relieve the Successful Bidder from furnishing any material or performing any work in accordance with the Tender Document.
- 3.2.4 In no case the Target Date for Completion of Project shall be extended, due to the failure of the Bidder to visit the site. The Bidder must conduct its own inspection of the Project Site, access to the Project Site and surroundings at its own cost in order to make a proper estimate of the works to be performed under consideration of site-specific constraints. This applies in particular to the transportation of equipment to the Project site and the scope of site works. The Bidder shall also inspect the site and the access to site from the point of manufacture to make sure that its equipment is suitable for the available access and the site terrain.
- 3.2.5 HPGCL shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Tender Document or the Bidding Process, including any error or mistake therein or in any information or data given by HPGCL.

### 3.3 Local Regulatory Frame Work

- 3.3.1 It shall be imperative for each Bidder to make conversant itself about all local conditions, laws and factors which may have any effect on the execution of the Contract as described in the Bidding Documents. HPGCL shall not entertain any request for clarification from the Bidder, regarding such local conditions.
- 3.3.2 It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the Bid proposals and that no claim whatsoever including those for financial adjustment to the Contract awarded under this Tender shall be entertained by HPGCL and that neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by HPGCL.

### 3.4 Clarifications to Tender Document

- 3.4.1 A Bidder requiring any clarification of the Tender documents may request HPGCL in writing or by facsimile or by e-mail to HPGCL's contact:

**The Chief Engineer/DCRTPP (Planning Section, HQ),  
Haryana Power Generation Corporation Limited (HPGCL),  
Ground Floor, C-7, Urja Bhawan  
Panchkula -134 109, Haryana  
Email: [ceplg@hpgcl.org.in](mailto:ceplg@hpgcl.org.in)  
Website: [www.hpgcl.org.in](http://www.hpgcl.org.in)**

### 3.5 Pre-Bid Conference (PBC):

- 3.5.1 A Pre- Bid Conference is scheduled to be held on 24.09.2020 in Urja Bhawan, HPGCL, Plot no. C-7, Sector -6, Panchkula. All prospective Bidders are requested to attend the Conference.
- 3.5.2 The purpose of the meeting will be to clarify any issues regarding the bidding documents in general and the technical specifications / Scope of work etc.

- 3.5.3 The bidders are requested to submit questions in writing or by email to reach HPGCL at the address indicated above, not later than three (3) days before the pre-bid meeting i.e. 21.09.2020 upto 17:00 Hrs.
- 3.5.4 Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting shall be made by the HPGCL exclusively by issuing clarification / amendment to the bid documents and not through the record notes of the pre-bid meeting.
- 3.5.5 No expenses on account of attending the Conference will be paid by HPGCL.
- 3.5.6 The prospective Bidder shall depute maximum two authorized persons to take part in pre-bid meeting.
- 3.5.7 Bidder shall not raise any additional query after pre-bid meeting and HPGCL is not obliged to reply any such queries.

### 3.6 Amendments to Tender Document

- 3.6.1 HPGCL may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Documents.
- 3.6.2 The amendments will be notified on website as mentioned in Notice Inviting e-Tender of this Tender.
- 3.6.3 In order to allow the prospective Bidder(s), reasonable time in which to take the amendment into account in preparing their Bids, HPGCL at its discretion, may extend the deadline for the submission of Bids.

### 3.7 Acceptance of Bids

- 3.7.1 HPGCL neither bind itself to accept the lowest or any nor to assign any reason for the rejection of any Bid. It is also not binding on HPGCL to disclose any analysis report.

### 3.8 Withdrawal of Invitation to Bid

- 3.8.1 While HPGCL has floated this Tender and has requested Bidders to submit their proposals, HPGCL shall always be at the liberty to withdraw this invitation to bid at any time before the acceptance of bid offer.

### 3.9 Representative/ Agent of Bidder

- 3.9.1 All the Bidders are requested to mention the name of their authorized representative/ agent, if any, with full address in the Bid. In case the representative is changed during the bidding process such changes shall be notified by the Bidder, failing which, HPGCL shall not accept any responsibility.

### 3.10 Financial bid and Currencies

- 3.10.1 The Bidders shall quote the prices inclusive of all the taxes, in Price bid (Part-II), the similar format will be present in the e-tender for online submission. The Bidder shall indicate the price in Price bid in Indian National Rupee only.

### 3.11 Earnest Money Deposit (EMD): -

- 3.11.1 Amount of EMD @ Rs 10 Lakh / MW of the Total capacity i.e. i.e. **Rs 3 Crore for 30 MW at new ash dyke area FTPS Faridabad, Rs 1.5 Crore for 15 MW area near ash dyke DCRTTP Yamuna Nagar and Rs 1.2 Crore for 12 MW at WYC Hydel Yamuna Nagar** issued by any of the scheduled banks valid for 09 months from the last date of bid submission to be submitted in the form of bank guarantee along with

the tender documents as per conditions in the bidding document. **Original Hard copy of the bank guarantee should be submitted along with Part-I.**

- 3.11.2 In case of unsuccessful bidder, the earnest money (Bank Guarantee) will be refunded/released without any interest within thirty (30) days only after issuance of Letter of Intent to successful bidder(s). In case of successful bidder, the earnest money deposited shall be released on the submission of Performance Bank Guarantee and verification of the same by HPGCL.
- 3.11.3 Request for adjustment / appropriation of earnest money / other deposits, if any, already lying with HPGCL in connection with some other tenders / orders / works shall not be entertained.
- 3.11.4 No interest/Bank Charges shall be payable on earnest money deposits (EMD).
- 3.11.5 The earnest money taken from the Bidder(s) shall be forfeited in part or in full under the following circumstances:-
- 3.11.5.1 If the bidder withdraws his Bid during Bid validity period his earnest money / BG shall stand forfeited in full.
- 3.11.5.2 If the Work Order/LOI has been issued but the supplier/selected bidder refuses to comply with it, the earnest money deposited by him shall be forfeited in full, irrespective of whether the HPGCL sustains any loss on account of his default or not. This forfeiture shall be without prejudice to the right of HPGCL to claim any other damages as admissible under law as well as to take such administrative action against the supplier as black listing, etc.
- 3.11.6 Every bidder, while submitting his tender, shall be required to give the earnest money deposit specified in the NIT in the form of bank guarantee as per instructions contained in this document tender. Tender document fees, e-service charges are to be deposited as per the instruction given under Section-I. The **Original Hard copy of the Earnest Money Deposit in shape of bank guarantee should be submitted along with Part-I**, without which the tender shall be rejected forthwith.
- 3.11.7 The following will be exempted from depositing the earnest money: -
- Central / Haryana State Government agencies applying in response to the tender. Provided further that the provision of this regulation may not apply to a Public Sector Undertaking of the Central / Haryana State Government with whom separate terms regarding Security Deposit, if any, may be negotiated / provided for.
  - Bidder(s) borne on D.G.S.&D / DS&D Haryana rate contracts. The exemption shall be for the specified items which are available on DGS&D / DS&D rate contract.
  - Bidder(s) registered with the Director of Industries, Haryana or registered with National Small Industries Corporation, Govt. of India. The exemption shall be for the specified items which are available on Director of Industries, Haryana / National Small Industries Corporation rate contract.
  - Bidder(s) borne on the HPGCL's approved list of suppliers which may have made a permanent earnest money deposit of Rs.10.00 Lakh for quoting at the respective project / office of HPGCL or Rs.20.00 lakh for quoting anywhere in the HPGCL, if they quote the registration number given by the respective project / office of HPGCL in their tender papers.
  - The Haryana based Micro, Small and Medium Industrial Enterprises (MSME) shall be provided exemptions/concessions in EMD/Bid Security, performance security and financial criteria etc. as per the Haryana State Public Procurement policy for MSME - 2016 issued vide orders no. G.O. No.- 2/2/2016-41B11 (1) dated 20.10.2016 & G.O. No.-2/2/2016-41B11 (2) dated 20.10.2016 . For exemption the bidders has to upload with Techno-commercial bid (Part-I) the format of affidavits

Annexed as Annexure –I and Annexure –II with the above referred order for concessions.

### 3.12 Right to Accept or Reject any or all Bids

3.12.1 Notwithstanding anything contained in this Tender, HPGCL reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

3.12.2 HPGCL reserves the right to reject any Bid and appropriate/encash the EMD if:

- i) after reviewing the Bid there is doubt that the offered works, materials or equipment are not state of the art and/ or not suitable for the site operating conditions;
- ii) at any time, a material misrepresentation is made or uncovered, or
- iii) the Bidder does not provide, within the time specified by the HPGCL, the supplemental information sought by HPGCL for evaluation of the Bid.

3.12.3 Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the Successful Bidder gets disqualified / rejected, then HPGCL reserves the right to:

- i) select the next Bidder with the Lowest Evaluated Bid Value as the Successful Bidder; or
- ii) take any such measure as may be deemed fit in the sole discretion of HPGCL, including annulment of the bidding process.

3.12.4 In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, if not yet appointed as the Contractor either by issue of the Lol or entering into of the Contract Agreement, and if the Successful Bidder has already been issued the Lol or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender, be liable to be terminated, by a communication in writing by HPGCL to the Contractor, without HPGCL being liable in any manner whatsoever to the Bidder or Contractor, as the case may be. In such an event, HPGCL shall forfeit and appropriate the bank guarantees without prejudice to any other right or remedy that may be available to HPGCL.

3.12.5 HPGCL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender Documents. Failure of HPGCL to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of HPGCL there under.

--- End of Section ---

## **Section-4**

# **SUBMISSION OF BID**

## 4. Submission of Bid

### 4.1 General Terms

- 4.1.1 A Bidder is eligible to submit only one Bid for the Project.
- 4.1.2 Along with electronic submission of Bid as mentioned in Section 1, the bid has to be also submitted in post as indicated in Clause 4.3 for Technical Bid and Price Bid (unpriced).
- 4.1.3 Notwithstanding anything to the contrary contained in this Tender, the detailed terms specified in the Contract Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.
- 4.1.4 The Bid should be furnished in the formats mentioned in the Tender Document, which shall be duly signed by the Bidder's authorized signatory, will be submitted in separate envelope.
- 4.1.5 The Bidder should submit a power of attorney as per the format given in Appendix 8.
- 4.1.6 Any condition or qualification or any other stipulation contained in the Bid other than those already existing in the Tender Document shall render the Bid liable to rejection as a non-responsive Bid. The complete Bid shall be without alterations, interlineations or erasures, except those to accord with instructions issued by HPGCL, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.
- 4.1.7 The Tender Documents, Bid Documents and all attached documents are and shall remain the property of HPGCL and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. HPGCL will not return any Bid or any information provided along therewith.
- 4.1.8 Bidder shall note that Price Bid of only those Bidders shall be opened who are found technically qualified and responsive to HPGCL's Tender terms and conditions including but not limited to the Scope of Work.

### 4.2 Format and Signing of Bid

- 4.2.1 The Bidder shall provide all the information sought under this Tender. HPGCL will evaluate only those Bids that are received in the required formats and complete in all respects.

### 4.3 Sealing and Marking of Bid

- 4.3.1 The Bid of the Bidder shall be contained in one (1) single “Main” Envelope.
- 4.3.2 The Main Envelope shall contain two (2) Envelopes as follows:
  - 1. “Original” Envelope;
  - 2. “CD” Envelope.
- 4.3.3 The “Original,” Envelopes shall contain the following Envelopes:
  - a. Cover-I: Signed Copy of the Tender Document(s)
  - b. Cover-II: Enclosures of the Bid
  - c. Cover-III: Proof of EMD (Original Copy of Bank Guarantee); Tender and E-Service Fee payment proof.



- 4.3.4 The "CD" Envelope shall contain one (1) CDs containing the following folders with the same information submitted in the Original Envelope:
- Cover-I: Signed Copy of the Tender Document(s)
  - Cover-II: Enclosures of the Bid
  - Cover-III: Proof of EMD, Tender and E-Service Fee
- 4.3.5 All original attested (self attested by authorized signatory) Tender Documents, Bid Enclosures, EMD and Tender Fee, shall be contained in the "Original" Envelope.
- 4.3.6 All soft/ scanned copies of the original attested Tender Documents, Bid Enclosures, EMD and Tender Fee shall be contained in the CD in an appropriately organized manner as in the physical copies, and enclosed in the "CD" Envelope. **IMPORTANT: THE COPY OF THE PRICE BID SHALL NOT BE INCLUDED IN THE CDS.**
- 4.3.7 Envelopes shall be clearly marked as "Original," and "CD".
- 4.3.8 The content of documents uploaded on eProcurement portal and hard copies submitted should be same and in case of any discrepancy all documents uploaded on eProcurement portal shall stay valid. However, for the purpose of consideration and evaluation of bids, only the online bid(s) would be taken into consideration.

#### 4.4 Enclosures of the Bid

- 4.4.1 **Cover-I** shall be duly marked as "**Signed copy of the Tender Document(s)**" and shall include the duly signed and sealed Tender Document including its annexure, appendices, attachments, amendments and any other documents as added or modified by HPGCL as per the provisions in this Tender.
- 4.4.2 The documents accompanying the Bid other than the attested Tender Document(s), and Proof of Tender Fee and EMD shall be placed in **Cover-II** and marked as "**Enclosures of the Bid**". These documents shall include:
- The Covering Letter as per the format prescribed in Appendix 1: Format for Covering Letter.
  - Details of the Bidder as per format prescribed in Appendix 2: Format of Details of Bidder.
  - Attested copy of GST Registration Certificate of Bidder.
  - Attested copy of PAN Card for Bidder.
  - Attested Certificate of Commencement of Business issued by the Registrar of Companies for the Bidder.
  - Attested copy of Provident Fund Code of Bidder.
  - Details of similar technical experience of the Bidder as per format prescribed in Appendix 3: Format of details of Similar Technical Experience.
  - The Consortium Agreement between the Members in the Consortium as per Appendix 4 along with Board resolution from each Member of the Consortium for participating in Consortium and a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium.
  - Declaration of Compliance as per format prescribed in Appendix 5: Format of Declaration of Compliance.
  - No Deviation Certificate as per format prescribed in Appendix 6: Format of No Deviation Certificate.
  - Declaration of Bidder's relation to Directors of HPGCL as per format prescribed in Appendix 7: Format of Declaration of Bidder's relation to Directors of HPGCL.
  - Power of Attorney by the Bidder authorizing the signatory as per format prescribed in Appendix 8.
  - Format of Summary of audited financial statements as per format prescribed in Appendix 9: Format of Summary of audited financial statements.

- 4.4.3 **Cover-III** shall be duly marked as “**Copy of Proof of EMD (BG in original) and Tender Fee**” and shall contain the copy of proof of Tender Fee and EMD.
- 4.4.4 All Bid documents shall be placed in hard binding and the pages shall be numbered serially. Each page thereof shall be initialled in blue ink by the authorized signatory.
- 4.4.5 All envelopes in the Bid Documents shall be sealed. The outer envelope shall clearly bear the following identification:

**Outer Envelope**

“Bid for Design, Engineering, Procurement & Supply, Construction, Commissioning for setting up of Grid Connected Ground Mounted Solar Photovoltaic Power Plant at three different locations viz. 30 MW at new ash dyke area, FTPS, Faridabad; 15 MW area near ash dyke DCRTTP, Yamuna Nagar and 12 MW at WYC Hydrel, Yamuna Nagar on Build, Operate and Transfer (BOT) for a period of 25 years including O&M.”

**Cover-I shall bear the following identification:**

“**Cover-I:** Signed Tender Documents for Bid for Tender for Design, Engineering, Procurement & Supply, Construction, Commissioning for setting up of Grid Connected Ground Mounted Solar Photovoltaic Power Plant at three different locations viz. 30 MW at new ash dyke area, FTPS, Faridabad; 15 MW area near ash dyke DCRTTP, Yamuna Nagar and 12 MW at WYC Hydrel, Yamuna Nagar on Build, Operate and Transfer (BOT) for a period of 25 years including O&M.”

**Cover -II shall bear the following identification:**

“**Cover-II:** Enclosures of the Bid for Design, Engineering, Procurement & Supply, Construction, Commissioning for setting up of Grid Connected Ground Mounted Solar Photovoltaic Power Plant at three different locations viz. 30 MW at new ash dyke area, FTPS, Faridabad; 15 MW area near ash dyke DCRTTP, Yamuna Nagar and 12 MW at WYC Hydrel, Yamuna Nagar on Build, Operate and Transfer (BOT) for a period of 25 years including O&M.”

**Cover -III shall bear the following identification:**

“**Cover-III:** Proof of EMD and Tender Fee for the Bid for Design, Engineering, Procurement & Supply, Construction, Commissioning for setting up of Grid Connected Ground Mounted Solar Photovoltaic Power Plant at three different locations viz. 30 MW at new ash dyke area, FTPS, Faridabad; 15 MW area near ash dyke DCRTTP, Yamuna Nagar and 12 MW at WYC Hydrel, Yamuna Nagar on Build, Operate and Transfer (BOT) for a period of 25 years including O&M.”

- 4.4.6 Each of the envelopes shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the Envelopes. Each of the envelopes shall be addressed to:

**ATTN.:**

The Chief Engineer/ DCRTTP (Planning Section, HQ),  
Haryana Power Generation Corporation Limited (HPGCL),  
Ground Floor, C-7, Urja Bhawan, Sector-6,  
Panchkula 134 109, Haryana  
Tel. No.: +91 172 5022 439

- 4.4.7 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

#### 4.5 Bid Due Date

- 4.5.1 Bids should be submitted before the Deadline for Submission of Bid as specified in NIT.
- 4.5.2 HPGCL may, in its sole discretion, extend the Bid due date by issuing an Amendment/ Addendum in accordance with Clause No. 3.6 uniformly for all Bidders.

#### 4.6 Submission of online bids

Prospective bidders are supposed to upload their bid online (both Part-I & Part-II) well before the closing date & time prescribed in this e-Tender. The Part-I of the e-Tender will be opened on prescribed dated & time. In case it happens to be holiday on the prescribed closing/ opening day of the Bid, the next working day shall be treated as the scheduled prescribed day of closing/ opening of the Bid.

#### 4.7 Confidentiality

- 4.7.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor/ consultant advising HPGCL in relation to or matters arising out of, or concerning the bidding process. HPGCL will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. HPGCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or HPGCL.

#### 4.8 Correspondence with the Bidder

- 4.8.1 The Company shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

#### 4.9 Bid Opening and Evaluation

- 4.9.1 The HPGCL shall open, examine and evaluate the Bids in accordance with the provisions set out in this Tender.
- 4.9.2 To facilitate evaluation of Bids, the Company may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 4.9.3 After the receipt of Bids, the Company may at its discretion send a team of engineers and other staff if necessary to inspect the engineering facilities, to ensure suitability and satisfactory working conditions at the Bidder's work(s)/ yard(s) and equipment listed to be used by the Bidder for the work. The Bidder shall ensure that the aforesaid team shall at all the times have access to visit and inspect works, equipment etc.

#### 4.10 Tests of Responsiveness

- 4.10.1 Prior to evaluation of Bids, the Company shall determine whether each Bid is responsive to the requirements of the Tender. A Bid shall be considered responsive only if:
- it is received by the Bid due date including any extension thereof;
  - it is received in the manner prescribed in this Tender;
  - it is accompanied by the requisite Tender Fee and EMD;

- d. it is received with all the Enclosures of the Bid as prescribed in Clause no. 4.4;
  - e. its Enclosures are received as per the formats specified in Appendices as well as the Tender;
  - f. it contains all the information (complete in all respects) as requested in this Tender (in the same formats as specified);
  - g. it complies with all the terms, conditions and provisions specified in this Tender; and
  - h. it does not contain any conditions or deviations;
- 4.10.2 HPGCL reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by HPGCL in respect of such Bid.

#### 4.11 Modification and Withdrawal of Bids

- 4.11.1 Withdrawal or unsolicited modification of a Bid during this interval shall result in the Bidder's forfeiture/ encashment of its EMD.

#### 4.12 Evaluation of Bid and selection of Bidder

- 4.12.1 HPGCL will examine the Bid to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bid is generally in order.

- 4.12.2 Prior to the detailed evaluation, HPGCL will determine the substantial responsiveness of each Bid. A substantially responsive Bid is one which conforms to all the terms and conditions of the Tender Documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning EMD, Applicable Law and Taxes and Duties will be deemed to be a material deviation. HPGCL's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

- 4.12.3 If the Bid is not substantially responsive, it will be rejected by HPGCL and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

- 4.12.4 HPGCL will evaluate and compare Bids which have been determined to be substantially responsive.

#### 4.12.5 Bid Evaluation Criteria:-

- i) Price bid of the Technically qualified bidders will be opened online on a date that will be scheduled and intimated by HPGCL to the technically qualified bidders. Lowest bidder (L-1) is to be decided **project wise i.e. 30 MW at new ash dyke area, FTPS, Faridabad, 15 MW area near ash dyke DCRTTP, Yamuna Nagar and 12 MW at WYC Hydrel, Yamuna Nagar** on the basis of minimum quoted levelized tariff for 25 years. However, HPGCL reserves the right to award work to single or multiple developers for one project/ two project/ all the three projects.
- ii) HPGCL has fixed Ceiling of Tariff as INR 3.30/ kWh for 25 years. Therefore, quoted tariff by the bidders should be less than INR 3.30/ kWh. Those bids where the tariff quoted is more than INR 3.30/ kWh, shall be summarily rejected.
- iii) 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 2.337, then it shall be considered as INR 2.33).

#### **4.13 Contacts during Bid Evaluation**

4.13.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time HPGCL makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, HPGCL and/ or their employees/ representatives on matters related to the Bids under consideration.

#### **4.14 Employment of Officials/ Ex-Official of HPGCL**

4.14.1 Bidders are advised not to employ serving HPGCL employees even as consultant/ advisor (Full-Time/Part-time). It is also advised not to employ ex-personnel of HPGCL within the initial two years period after their retirement/ resignation/ severance from the service without specific permission of HPGCL. HPGCL will not consider bids of such bidders.

#### **4.15 Declaration on Bidder's Relation to Directors**

4.15.1 The Bidders are required to certify in prescribed in Appendix 7: Format of Declaration on Bidder's Relation to Directors, whether he/ they is/ are related to any of the Directors/ Senior Personnel of HPGCL in any of the ways mentioned in the Certificate. It is clarified that any such affirmative certificate shall not, by itself, prejudice consideration of the Bid. This certificate must accompany the Bid.

#### **4.16 Letter of Intent (“LOI”) and Notification to Proceed**

4.16.1 After selection of the Successful Bidder, a Letter of Intent (the “Lol”) shall be issued, in duplicate, to the Successful Bidder. The Successful Bidder shall not be entitled to seek any deviation from the Contract, as may have been amended by HPGCL prior to the bid submission date or issuance of LOI a lawful binding contract will come into existence.

4.16.2 On issue of the Lol by the Company, Authorised representative of the Successful Bidder shall sign the Contract Agreement within 7 (seven) days and submit the Performance Bank Guarantee within the stipulated time. The authorized representative of the Successful Bidder shall sign the Contract Agreement.

#### **4.17 Performance Guarantee**

4.17.1 The Successful Bidder shall, within Thirty (30) days of the issue of the Lol, submit the Performance Bank Guarantee as per the format prescribed in Appendix 12: Format of Performance Bank Guarantee and sign the Contract Agreement with stipulated time.

4.17.2 The bank guarantee by the Contractor will be given from bank specified in Appendix 11: List of Banks (for Bank Guarantee) only. PBG of any other Bank will not be treated as valid PBG.

#### **4.18 Fraudulent Practices**

- 4.18.1 The Bidders may please note that HPGCL shall not entertain any correspondence or queries on the status of the Bids received against this Tender. Bidders are advised not to depute any of their personnel or agents to visit HPGCL's office for making such inquiries.
- 4.18.2 Any effort by a Bidder to influence HPGCL on the Bid evaluation, Bid comparison or Contract award decision may result in the rejection of the Bidder's Bid.
- 4.19 **Negotiation with Bidders**
- 4.19.1 Negotiations, if required would be held by competent authority of HPGCL with reference to Haryana Govt. O/o no. 2/2/2010-4-IB-II dated 16.06.2014. Price negotiation could be held up to L3 bidder, if the difference between L1 quoted rate and those quoted by L2 & L3 is within 5% of the L1 quoted rate. In cases where the L1 bidder refuses to further reduce his offered price and the L2 or L3 bidders come forward to offer a price which is better than the price offered by L1 bidder, the bidder whose price is accepted becomes the L1 bidder. However, in such a situation, the original L1 bidder may be given one more opportunity to improve upon the discovered price. In case, the original L1 bidder further improves upon the price discovered during the negotiations, he would be treated as the L1 bidder
- 4.19.2 The work will be allotted project wise i.e. 30 MW at new ash dyke area, FTPS, Faridabad; 15 MW area near ash dyke DCRTPP, Yamuna Nagar and 12 MW at WYC Hydel, Yamuna Nagar to the bidder who is evaluated as L1 on the basis of quoted levelized tariff for 25 years after negotiation by competent authority of HPGCL. However, HPGCL reserves the right to award work to single or multiple developers for one project/ two project/ all the three projects..

4.20 **IMPORTANT NOTE TO BIDDERS:**

**Timely Submission of offer to HPGCL: In addition to bid submitted online, all the relevant documents as per requirement of the Tender shall also be submitted physically along with Tender Fee & e-service charges online payment proof and EMD (BG) in sealed cover so that the same is received in this office on or before the due date and time. All such documents should be strictly submitted by Registered Post with Acknowledgement Due (RPAD) / speed post/ Courier only. Please note that Price Bid is not to be submitted in physical form.**

- 4.20.1 All interested parties are requested to understand this Tender in detail in order to comply with HPGCL's requirements including but not limited to the fees and deadlines, selection criteria, selection methodology, scope of work, and minimum technical standards. They shall be strictly abide by all terms prescribed in this Tender and provide accurate information to the best of their knowledge without misleading the Company to be considered for participation in this Project.
- 4.20.2 **It is mandatory for all the bidders to submit their Price Bid ONLINE only via e-tendering portal.**
- 4.20.3 Technical Bid (techno-commercial bid) to be submitted both in physical as well as soft copy (online). All the bidders are requested to submit their Technical bid (Techno -commercial bid) documents in both forms i.e. online (e-tendering) as well as in hard copy in scheduled time.
- 4.20.4 Technical bid (Techno-commercial bid) envelope shall be super scribed as: "e-NIT no. 21/CE/PLG/WYC/SPP-271/Vol-IV dated 08.09.2020" Technical Bid (Techno-commercial bid) for "Design, Engineering, Procurement & Supply, Construction, Commissioning for setting up of Grid Connected Solar Photovoltaic Power Plant at

three sites i.e. 30 MW at New Ash Dyke Area, FTPS, Faridabad; 15 mw area near Ash Dyke DCRTTP, Yamuna Nagar and 12 mw At WYC Hydel, Yamuna Nagar on Build, Operate And Transfer (BOT) for a period of 25 years including Operation & Maintenance”.

- 4.20.5 All the envelopes should be addressed to: Chief Engineer/ DCRTTP (Planning Section, HQ), Haryana Power Generation Corporation Limited (HPGCL), Ground Floor, C-7, Urja Bhawan, Sector-6, Panchkula-134 109, Haryana. Complete postal address of the bidder should appear on all the envelopes so that it is possible to find out whose bid it is without opening the envelope.
- 4.20.6 Tender Fee and EMD shall be paid as per the instruction given in the Tender. Proof of payments shall be submitted in **Hard Copy**.
- 4.20.7 Tender Fee (non-refundable) will be accepted online only.
- 4.20.8 It is mandatory for all bidders to submit their PRICE-BID (Section 9) only through online (e-tendering). Price bid submitted in physical form will not be considered for its opening and only online submitted price bid will be considered for evaluation. Bidders to note that Price Bid (Section 9) of those bidders shall be opened (Online/e-tendering) who is found technically qualified and is found reasonably responsive to HPGCL’s tender terms and conditions and Scope of Works.
- 4.20.9 All the Bidders shall fulfil the pre-qualification criteria as stipulated in Section 5.
- 4.20.10 Any technical/commercial query pertaining to this Tender should be referred to:

**Chief Engineer/DCRTTP (Planning Section, HQ),  
Haryana Power Generation Corporation Limited (HPGCL)  
Ground Floor, C-7, Urja Bhawan  
Sector-6, Panchkula-134 109, Haryana  
Ph: 0172- 5022 439  
Email: [ceplg@hpgcl.org.in](mailto:ceplg@hpgcl.org.in)  
Website: [www.hpgcl.org.in](http://www.hpgcl.org.in)**

**Contact Details:**

1. Mr. R.K. Verma, Chief Engineer DCRTTP (Planning Section, HQ),-  
+919355084536
  2. Mr. Prem Kumar, Executive Engineer, Planning - +91 9316083453
- 4.20.11 HPGCL reserve the rights to accept/reject any or all tenders without assigning any reasons thereof. Bidders are requested to be in touch with above-mentioned websites till opening of the price bid to know the latest status.

## Document Checklist

[Note: Document Checklist]

Sr.	Document	Complied/ Attached? (Yes/ No)	For Official Use
1.	Complete sets of Bids (original and copies) as prescribed in Clause no. 4.3 of Section-4		
2.	Signed Tender Document(s) in Cover-I as described in Clause no. 4.3.3 of Section-4		
3.	Enclosures of the Bid including the Covering Letter as per the format prescribed in Appendix 1: Format for covering Letter in Cover-II.		
4.	Proof of Tender Fees in the form of NEFT/RTGS payment receipt in Cover-III.		
5.	Proof EMD in the form of Bank Guarantee in Cover-III.		
6.	Details of the Bidder as per format prescribed in Appendix 2: Format for details of Bidder.		
7.	Attested copy of GST Registration Certificate of Bidder.		
8.	Attested copy of PAN Card for Bidder.		
9.	Attested Certificate of Commencement of Business issued by the Registrar of Companies for the Bidder.		
10.	Details of similar technical experience of the Bidder as per format prescribed in Appendix 3: Format of details of Similar Technical Experience.		
11.	The Consortium Agreement between the Members in the Consortium as per Appendix 4 along with Board resolution from each Member of the Consortium for participating in Consortium and a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium.		
12.	Declaration of Compliance as per format prescribed in Appendix 5: Format of Declaration of Compliance.		
13.	No Deviation Certificate as per format prescribed in Appendix 6: Format of No Deviation Certificate.		
14.	Declaration of Bidder's relation to Directors of HPGCL as per format prescribed in Appendix 7: Format of Declaration of Bidder's relation to Directors.		
15.	Power of Attorney by the Bidder authorizing the signatory as per format prescribed in Appendix 8.		
16.	Format of Summary of audited financial statements as per format prescribed in Appendix 9: Format of Summary of audited financial statements.		

--- End of Section ---



# **Section-5**

## **PRE QUALIFYING REQUIREMENTS (PQRs) / ELIGIBILITY CONDITIONS FOR THE BIDDERS**

## 5. PRE QUALIFYING REQUIREMENTS (PQRs) / ELIGIBILITY CONDITIONS FOR THE BIDDERS

Interested Bidder(s) in order to set up aforesaid project based on Build, Operate and Transfer (BOT) mode should fulfill the technical and financial criteria of the tender. A committee constituted by HPGCL shall examine the documents/credentials as submitted by the bidders for pre-qualifying criteria before opening of Price-Bid (Part-II) of the tenders. Price-bid (Part-II) of bidders whose credentials/documents for eligibility/qualifying criteria are found to be in order will only be considered for opening. The eligibility criteria will be as under:-

### 5.1 GENERAL ELIGIBILITY CRITERIA

- 5.1.1 Bidder should be a Company incorporated in India under the Companies Act 1956 or Companies Act, 2013 including subsequent amendments as applicable. A copy of certificate of incorporation shall be furnished along with the bid in support.
- 5.1.2 Bidding Consortium with one of the Companies as Lead member. Consortium shortlisted and selected based on this e-NIT has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (**Appendix-4**).
- 5.1.3 Limited Liability Companies (LLC) shall be eligible. Further, if such Limited Liability Companies are selected as successful Bidders, they will have to register as a Company under the Indian Companies Act, 2013, before signing of PPA, keeping the original shareholding of LLC unchanged. In case the LLC fails to incorporate as an Indian Company before signing of PPA or is not able to sign the PPA with HPGCL, EMD of such Bidders shall be forfeited.
- Note: Limited Liability Companies (LLC) shall be eligible only which are formed by Companies.***
- 5.1.4 Limited Liability Partnership (LLPs) are not eligible for participation.
- 5.1.5 A Bidder which has been selected as Successful Bidder based on this e-NIT can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated as a fully owned subsidiary Company (100% subsidiary) of the successful bidder for setting up of the Project which has to be registered under the Indian Companies Act, 2013, before signing of PPA.
- 5.1.6 Any consortium, if selected as Successful Bidder for the purpose of setting up of Solar Plant for supply of power to HPGCL, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to e-NIT) before signing of PPA with HPGCL, i.e.

the Project Company incorporated shall have the same shareholding pattern as given at the time of submission of response to e-NIT. This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to e-NIT up to one year after the COD of the Project. Transfer of controlling shareholding within the same group of companies will however be allowed after COD with the permission of HPGCL, subject to the condition that, the management control remains within the same group of companies.

- 5.1.7 Bidder may take part in the bidding process with associate, provided he has to satisfy either Technical or Financial QR as firmed up in full and he associates with a single firm for covering the other deficiency of QR part of individual bidder specified in NIT. In such a case the bidder shall furnish undertaking (**Appendix-14**) jointly executed by him and his associate for successful performance of the relevant system along with the bid.

In case of award, associate shall be required to furnish bank guarantee for 5.0% (five per cent) of total projects cost in addition to the performance guarantee of 10% (ten per cent) of total projects cost to be furnished by the bidder.

Average Turnover of the associate for last three (3) consecutive financial years must be ₹ Two Crore Only (₹ 2,00,00,000/-). The associate shall submit audited annual report of FYs 2017-18, 2018-19 and FY 2019-20.

- 5.1.8 The Bidder or any of its Affiliates should not be a wilful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project. The Bidder shall submit an undertaking to this effect.

- 5.1.9 The bidder shall abide by the Public Procurement (Preference to make in India) policy of Government of India in respect to Solar Power Projects (including its latest amendments).

Moreover, the bidder/Consortium must comply the provisions of Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India Office Memorandum F. No. 6/18/2019-PPD dated 23.07.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017. Any bidder/Consortium from a country which shares a land border with India will be eligible to bid in this tender only if registered with competent authority as per the provisions of above order.

The bidder is required to submit following certificate along with Part-I (Techno Commercial Bid) that *“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-*

*contracting to contractors from such countries; I certify that this bidder/consortium is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered."*

5.1.10 All the information should be submitted in English language only.

## 5.2 **TECHNICAL**

5.2.1 The Bidder(s) should have an experience of design, supply, installation, commissioning and Operation of

- i) single order capacity 5 MW or
- ii) two orders capacity of 3 MW each or
- iii) three orders capacity of 2 MW each Solar Power Plants,

which have been successfully commissioned on and after 1<sup>st</sup> November 2013 and must be in operation for at least one (1) years as on the Deadline for Submission of e-Tender.

5.2.2 The Bidder(s) should submit, in support to the above, the list of projects commissioned along with their Work Order (WO)/ Letter of Intent (LoI) and the commissioning certificates alongwith the certificate that plant is in operation.

5.2.3 In case the Bidder(s) want to fulfill the eligibility criterion through its own power plant, then a self certification on the letter head of the Bidder duly signed by authorized signatory to that effect will be required to be submitted.

## 5.3 **FINANCIAL ELIGIBILITY**

5.3.1 Average Turnover of the Bidder(s) for last three (3) consecutive financial years must be ₹ Six Crore Only (₹ 6,00,00,000/-). The Bidder(s) shall submit audited annual report of FYs 2017-18, 2018-19 and FY 2019-20.

Apart from above Bidder(s) should also submit the documents/details as per **Section 4 (Submission of Bids)**.

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

# **Section-6**

## **Scope of Work**

## 6. Scope of Work

### 6.1 GENERAL SCOPE OF WORK

HPGCL operates various Thermal, Hydel and solar power plants in the state of Haryana and is also committed towards green energy. Accordingly, ground mounted solar photovoltaic power plants of cumulative capacity 57 MW (AC) of all solar PV modules under Standard Test Conditions (STC) as per IEC61215 are now being planned to be set up at three different sites of land available with HPGCL. These plants will be set up on Build, Operate and Transfer mode on levelized tariff basis, by the successful entity(s). The successful bidder shall be exclusively responsible for preparation of Detailed Project Report (DPR) containing all aspects like design, engineering, procurement, testing & commissioning and all other relevant activities like soil testing, water arrangements, electricity, security, transportation and fencing/ boundary wall etc. required for setting up of Solar PV Plants and for O&M activities for 25 years. The bids are invited for Solar PV project, the detail of locations, land and tentative capacity are given as under:-

**A)** Based on site feasibility analysis, the capacity worked out at 3 (three) locations at WYC Hydel Power Plant at Yamuna Nagar is:-

Sr. No.	Proposed Plant Location	Land Available	Capacity
1	Project A (Near Power House-D)	25.2 Acre	5.0 MW
2	Project B (Old Office Building)	15.80 Acre	3.5 MW
3	Project C: Hydel Colony	17.75 Acre	3.5 MW
<b>Total</b>		<b>58.75 Acre</b>	<b>12 MW + 25%**</b>

All three proposed sites are located in close vicinity of Western Yamunanagar Channel near Town Dekriwala; Tehsil Chhachhrauli; District: Yamunanagar; State: Haryana. The proposed sites are located approximately at a distance of 42 km from Yamunanagar and approximately 110 km from Chandigarh.

**B)** Approximate **90 acres** of land adjacent to Ash Disposal Area of Deen Bandhu Chhotu Ram Thermal Power Plant (DCRTTP), Yamuna Nagar as detail given in table below. The proposed site is located at a distance of approximately 6-7 kms from Deen Bandhu Chhotu Ram Thermal Power Plant, Yamuna Nagar and approximately 110 kms from Chandigarh.

Sr. No.	Proposed Plant Location	Land Available	Capacity
1	Ash Disposal Area of DCRTTP, Yamunanagar	90 Acre	<b>15 MW + 25%**</b>

C) Approximate 151.780 acres of land available at phased out Faridabad Thermal Power Station (FTPS), Faridabad as detail given in table below. The proposed site is at a distance of approximately 2 kms from New Town Faridabad.

Sr. No.	Proposed Plant Location	Land Available	Capacity
1	New Ash Dyke Area*	151.780	30 MW + 25%**

\* This area falls under Natural Conservation Zone (NCZ) and listed as 'yet to be decided' category.

\*\* Successful bidder will be allowed to enhance installed capacity upto 25% within the demarcated/ available land. Minimum yearly Capacity Utilization Factor (CUF) of PV Solar Plants should be 16% plantwise i.e. separately for 30MW FTPS, 15MW DCRTTP & 12 MW WYC Hydel. The bidder who have quoted CUF less than 16% (based on net electricity delivered) his bid shall be rejected.

6.2 **Terms for use of land Lease Agreement:-** HPGCL is the sole owner/holder of identified land. Successful bidder will be allowed to install/set up ground mounted PV Solar Plants at identified land as per detail given above. The aforesaid land shall be provided to the parties on lease. The Lease Agreement will remain in force w.e.f. date of signing of lease agreement till the date of completion of period of Power Purchase Agreement (Period of PPA is 25 years). Selected/successful Bidder(s) will not be allowed any commercial/business activities at this land except solar power generation. The selected/successful Bidder(s) will have no right to further transfer or sub-let/sub-lease the land of HPGCL. Successful bidder shall have no claim/right/ownership on the HPGCL land by installing and maintaining power plant or due to any other reason. After the completion of tenure of agreement, plant will become the property of HPGCL and Successful Bidder will have no claim what so ever over the plant and land. An agreement with HPGCL shall be executed on Non-Judicial stamp paper of appropriate value. A lease agreement is to be signed between HPGCL and successful bidder within 30 days from the date of issue of Lol. Lease agreement(s) will be signed project wise, if work is allotted to more than one bidder.

The lease rate will be **Rs. One Thousand/acre/annum** GST will be extra & any other charges (Stamp duty etc.), if applicable. Format of Lease Agreement is attached as **Annexure-A**. The yearly lease amount is to be deposited in terms of lease agreement. As the PPA is to be signed for 25 years, therefore, the Lease Agreement will remain in force w.e.f. date of signing of lease agreement till the date of completion of period of Power Purchase Agreement (Period of PPA is 25 years).

6.3 **Power Purchase Agreement:-** A power purchase agreement on non-judicial stamp paper of appropriate value shall be executed between HPGCL and successful bidder for period of twenty five (25) years from the date of commissioning. Format of PPA is attached as **Annexure-B**)

6.4 **Tenure of the Agreement:** Tenure of the agreement will be 25 years from the date of commissioning of Solar PV Plant.

6.5 **Use/supply of generated power:-** Successful bidder shall build & operate the said projects and sell the power to HPGCL at fixed levelized tariff for 25 years from date of commissioning and supply to nearby designated sub-station. HPGCL will further supply the power to Haryana Power Purchase Centre (HPPC)/Haryana Distribution Companies (UHBVN/DHBVN) at determined tariff or may supply the power under Govt. of India policy dated 05.04.2018 regarding "Flexibility in generation and scheduling of Thermal Power Station to reduce emissions".

## 6.6 Tariff for Supply of Power

- 6.6.1 Bidders are required to quote Single Tariff for 25 years in the price bid for all the three projects separately i.e. 12 MW at WYC Hydrel; 15 MW at Ash Dyke DCRTTP, Yamuna Nagar and 30 MW at New Ash Dyke at FTSP, Faridabad and the same shall be paid by the procurer for each Financial Year during the whole span of PPA. The ceiling tariff for the bid is Rs 3.30/kwh.
- 6.6.2 Procurer will be liable to pay the project developer the tariff as signed in the PPA.
- 6.6.3 PPA will be signed between Procurer (HPGCL) and Successful Bidder(s). The Procurer shall pay to the Seller(s) the Single Tariff as per the terms and conditions of the PPA enclosed as **Annexure B**. The Single tariff shall be payable by the Procurer in Indian Rupees.
- 6.6.4 The transmission charges, transmission losses, RLDC charges or any other charges covered in Open Access Regulations notified by HERC/CERC and the procedure for Open Access stipulated by the Central Transmission Utility (CTU) for supply of energy up to the delivery point & trading margin shall also be included in the quoted tariff mentioned in Price bid.
- 6.6.5 All transmission charges, transmission losses and other open access charges (if any applicable) scheduling charges for any SLDC/RLDC upto delivery point shall be payable by the seller in compliance of HERC/ CERC regulation amended from time to time.

**6.7 Terms of Payment:-** Payment will be made through cheque/RTGS as per provisions made in PPA.

## 6.8 Criteria for Generation

- 6.8.1 The Bidder will declare the CUF for the whole life of his Project at the time of bidding.
- 6.8.2 The declared annual CUF shall in no case be less than 16%. CUF shall be based on net electricity delivered.
- 6.8.3 It will be mandatory for the bidder to maintain generation so as to achieve annual CUF at declared value.
- 6.8.4 While the Bidder would be free to install DC solar field as per his design of required output to meet the AC rating at delivery point, including his requirement of auxiliary consumption,

## 6.9 Grid Connectivity

- 6.9.1 The entire cost of transmission including cost of construction of line, Bay, metering and protection system etc along with Transmission charges & losses etc. up to nearest Sub Station of HVPNL/DISCOM (STU/ DISCOMs substation) will be borne by the Project Developer/Successful Bidder.
- 6.9.2 The bidder shall be required to obtain Long Term Open Access (LTOA) as per regulation of Centre /State Regulators, as the case may be, from the State or Regional Load Dispatch Centre (RLDC) and/or the state /central transmission utilities.
- 6.9.3 Seller(s)/ Successful Bidder(s) shall be responsible for the Operation and maintenance of dedicated transmission line up to the interconnection point.
- 6.9.4 “**Delivery point /Interconnection Point/metering point**” shall be the point at which Bidder shall deliver the power to the nearest HVPN/ Discom substation
- 6.9.5 Construction and operation/maintenance of evacuation system associated within generating plants shall be the responsibility of generating company.
- 6.9.6 The Bidder shall be required to schedule its power as per applicable



Regulation/requirement/guidelines of HERC/CERC/SLDC/RLDC or any other competent agency and the same being recognized by SLDC or any other competent authority /agency as per applicable regulation/law/direction and maintain compliance to the applicable codes/grid code requirement/directions if any, as specified by any SLDC/RLDC from time to time. Any deviation from the schedule will attract the provision of applicable regulation/ directions/guidelines and any financial implication on account of this shall be on account of Bidder. Bidder shall comply HERC/ CERC regulations as forecasting, scheduling & deviation settlement as applicable and are responsible for all liabilities related to Connectivity.

6.9.7 **Note: The prospective bidder(s) must visit the each site to assess/ identify the nearest substation to design the power evacuation system i.e. voltage level, length of transmission line, transformer etc. A nodal officer of HPGCL for each site shall associate with the prospective bidder to visit sites.**

After survey the prospective bidder(s) will design and decide the voltage level, rating capacity of transformers and other associated equipments/cabling/ conductor /protection system etc. This information is to be given in the Techno Commercial (Part-I) of the tender, however, the detailed specification is to be furnished in the DPR.

6.10 **Scheduled date of Completion (SCOD):** Solar PV Power Plant are to be commissioned/completed within 10 months from the date of issue of Letter of Intent (LoI) or signing of PPA whichever is earlier.

6.10.1 **Commercial Operation date**

The Commercial Operation date of Solar PV Power Plant shall be within 10 months from the date of issue of Letter of Intent (LoI) or signing of PPA whichever is earlier. Commercial Operation Date (COD) shall be the date on which the commissioning certificate issued upon successful commissioning of the full capacity of the project or the last part capacity of project as the case may be.

6.10.2 **Early Commissioning:**

The Solar Power Developer shall be permitted for full commissioning of the Project even prior to the SCOD. In case of early commissioning, till SCOD, the Procurer will purchase the generation till SCOD, at 100% (Hundred per cent) of the PPA tariff.

6.11 **Delay in Commissioning of Power Plant**

For not achieving Commercial Operation date, HPGCL shall encash the Performance Bank Guarantee (PBG) in the following manner:

- i. Delay up to one (1) month - 10% of the total Performance bank guarantee.
- ii. Delay of more than One (1) month and up to two (2) months - 20% of the total Performance Bank Guarantee in addition to BG in clause-i above.
- iii. Delay of more than Two (2) months and up to three (3) months - 30% of the total Performance Bank Guarantee in addition to BG in clause- i & ii above.
- iv. Delay of more than 3 months & upto four (4) months - the remaining Performance Bank Guarantees.
- v. Delay in the timelines for over and above four (4) months will lead to create the necessary grounds for HPGCL for termination of LoI / PPA. In such case HPGCL will forfeit the PBG & lease agreement will be deemed to be cancelled

6.12 **Performance Bank Guarantee:** The Successful Bidder shall furnish the Performance Bank Guarantee as per the format given in **Appendix 12**, in favour of Chief Engineer/ DCRTTP (Planning Section, HQ), Haryana Power Generation Corporation Limited, Panchkula. The Successful Bidder shall submit Performance Bank Guarantee of 10% of the total projects cost, within Thirty (30) days from the date of issue of Letter of Intent (LoI), initially valid for a period of **twenty four (24) months** from the date of issue of LoI. **On receipt and after verification of the Performance Bank Guarantee in the**

**acceptable form, the BG submitted towards EMD shall be returned by HPGCL to the successful Bidder.** SPD shall demonstrate minimum declared CUF i.e.16% yearly from the date of commissioning. In case the yearly CUF remained below 16%, the PBG will be got extended till successful demonstration of 16% yearly CUF. The PBG will be released after successful demonstration of 16% yearly CUF.

All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the bidders.

The Bank Guarantees have to be executed on non judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.

Non submission of PBG within the above timelines shall be treated as follows:

- 6.12.1 Delay upto 1 month from due date of submission of PBG: Delay charges @1% of the PBG amount per month levied on per day basis shall be paid by the Bidder to HPGCL in addition to the PBG amount.
- 6.12.2 Delay beyond 1 month from the due date of submission of PBG: The BG against EMD submitted by the Bidder shall be encashed by HPGCL and **the award of contract including lease agreement shall stand terminated.**  
For the purpose of calculation of the above delay charges, 'month' shall be considered as a period of 30 days.
- 6.12.3 Where the Work order/LOI/Agreement has been complied with but the supplier/successful bidder stops making the supplies/execution after partially fulfilling the work order, the PBG shall be encashed and adjusted against any loss that may be caused to HPGCL through risk purchase from alternative source and /or any other damage recoverable from the supplier under the terms of the contract.
- 6.12.4 In the event of breach of the contract in any manner, the PBG shall be forfeited and adjusted against the claim of HPGCL on the supplier/bidder for any damages or for any loss sustained by HPGCL on account of such breach.

### 6.13 Financial Closure

- 6.13.1 The Project shall achieve Financial Closure within One Hundred Fifty (150) days from the date of award of contract or issue of Lol or Signing of PPA whichever is earlier. In this regard, the project developer shall submit a certificate from all financial agencies, certifying that the party has complied with all conditions required for drawl of funds and party can draw down the funds on any date as per their requirement.  
The bidder shall furnish documentary evidence for infusion of actual equity requirement.
- 6.13.2 At this stage, the Project developer shall be required to furnish the following documentary evidences :-
  - i. The project developer will submit the final technology selection viz. Crystalline/ Thin Film/ Concentrator PV/specific any other technology etc.
  - ii. Order copy / agreement copy with Technology Provider / supplier for supply of modules, equipments for said technology.
  - iii. A certificate from the project / client situated anywhere in world that the technology supplied by the Manufacturer / Technology Provider is in successful operation for atleast one project and atleast one year before the last date of submission of bid.
- 6.13.3 Bidder shall obtain all consent, clearance & permissions required for setting up of Generation facility and supply of power to procurer. However, HPGCL may facilitate the process.
- 6.13.4 A letter from State Transmission Utility (STU)/ Central Transmission Utility (CTU)

confirming technical feasibility of connectivity of the plant to STU/ CTU substation.

#### 6.13.5 Non achievement of Financial Closure:-

Failing the aforesaid, HPGCL shall encash the PBG unless the delay is caused due to Force Majeure. An extension for the attainment of the financial closure can however be considered, on the sole request of the Solar Power Developer, on payment of a penalty @ Rs10,000/ per day per MW. This extension will not have any impact on the SCOD. Any penalty paid so, shall be returned to the Solar Power Developer without any interest on achievement of successful commissioning within the SCOD.

#### 6.14 Signing of Power Purchase Agreement

HPGCL shall enter into a PPA with the selected bidder based on this e-Tender project wise. A copy of PPA is attached with e-Tender as ANNEXURE B. The PPA shall be signed within 45 days of issuance of LOI. **The duration of PPA shall be 25 years from the date of Commissioning of project.**

#### 6.15 Submission of DPR

The detailed project report shall be submitted by the Bidder at the time of financial closure or within One Hundred Fifty days (150) days from the date of issue of Lol whichever is earlier. The detailed project report shall contain executive summary, Solar PV technology overview, Solar resource assessment and technology selection, Project description, plant & equipment design criterion, power evacuation system & grid interaction, construction programme schedule, permits & License required, operation & maintenance requirement, social & environment impact assessment, risk assessment, project cost estimate & Financial analysis, Basic engineering drawings pertaining to the proposed plant, Specifications / Drawings / Designs and datasheets for all electrical work / components, Transformers, associated switchgear and conclusion.

#### 6.16 Technical Parameter Of PV Module, inverters, transformer etc and all Other Components For Use In Grid Connected Solar Power Plants:

All components of the PV plant shall be in accordance with technical specifications given in relevant IS/ IEC Standards. The design and commissioning also shall be as per latest IS/ IEC standards. The solar PV modules & solar cell must be from “*Approved List of Models and Manufacturers*” (ALMM) list approved by MNRE from effective date of implementation as per MNRE order no 283/54/2018-Grid solar dated 2<sup>nd</sup> Jan 2019, 6<sup>th</sup> September 2019 or its latest amendments. The quality and standards of the system will be strictly adhering to the national/international standards specified as per MNRE Govt. of India norm.

##### 6.16.1 AUTHORIZED TEST CENTRES

The PV modules/ Power Conditioners deployed in the Power Plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centres in India or MNRE approved test centers. In case of module types/ equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member body accredited Labs abroad will be acceptable.

##### 6.16.2 WARRANTY

PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years. However, minimum annual 16% CUF must be maintained throughout the tenure of agreement on net electricity delivered basis.

### 6.16.3 PERFORMANCE MONITORING

As part of the performance monitoring, the following shall be carried out:

- a. The successful bidder shall maintain the list of Module IDs along with performance characteristic data for each module. This data shall be submitted to HPGCL.
- b. The successful bidder must install necessary equipment to continuously measure solar radiation on module plane, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to HPGCL on line and/ or through a report on regular basis every month for the entire duration of PPA.
- c. The successful bidder shall provide access to HPGCL or its authorized representatives for installing any additional monitoring equipment to facilitate on-line transfer of data.
- d. All data shall be made available as mentioned above for the entire duration of the PPA.
- e. The plant SCADA should be Open Platform Communications (OPC) compliant with standard DNP3 and modbus control interfaces over TCP/ IP having the provision to add protocol converters to implement custom and secure communications protocol standard for providing real time online data (including but not limited to irradiance, plant generation (instantaneous/ daily/ monthly/ yearly), Daily Peak Generation, temperature, wind speed etc.) to HPGCL.
- f. Fibre Optic Ethernet Ring network (Managed type Ethernet switches in each Control Room) should be provided between MCR & Inverter Control Rooms.
- g. Web-based monitoring should be available, which should not be machine dependent. The web-based monitoring should provide the same screens as available in the plant. Also, it should be possible to download reports from a remote web-client in PDF or Excel format.

### 6.16.4 SAFE DISPOSAL OF SOLAR PV MODULES

The successful bidder will ensure that all Solar PV modules from their plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the “e-waste (Management and Handling) Rules, 2011” notified by the Government and as revised and amended from time to time.

Executive Engineer/ Planning-I  
For Chief Engineer/DCRTTP (Planning Section, HQ),  
HPGCL, Panchkula.

# **Section-7**

## **COMMISSIONING PROCEDURE**

## 7. COMMISSIONING PROCEDURE

*(The Commissioning Procedure will be guided by as per PPA)*

- 7.1 At the time of commissioning, the Commissioning Committee shall verify compliance of technical parameter of the Project as per criteria mentioned in 6.16.
- 7.2 SPDs shall give to the concerned RLDC/SLDC & HPGCL at least sixty (60) days advance preliminary written notice, of the date on which it intends to synchronize the Power Project to the Grid System. SPD shall be solely responsible for any delay or non-receipt of the notice by the concerned agencies, which may in turn affect the Commissioning Schedule of the Project.
- 7.3 A Solar PV Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into the grid.
- 7.4 Successful bidder shall ensure that the equipment up to the rated Capacity has been installed and completed in all respects before the Schedule Commissioning Date. The same shall be verified by the Committee (HPGCL/DISCOM) during their visit to the Project and documented as per prescribed format.
- 7.5 **Documents to be submitted to HPGCL:**  
The successful bidder will have to submit the following documents (duly signed and stamped by authorized signatory) well in advance prior to the scheduled commissioning date. The successful bidder shall also have to submit the hardcopies to HPGCL if asked by HPGCL for verification/ cross check.
- 7.6 Covering Letter
- 7.7 Board Resolution for Authorized Signatory.
- 7.8 Invoice(s) of the Major Equipment(s) (including but not limited to modules, Inverters/ PCUs, Weather Monitoring Stations/ DC Cables and for all the equipment.
- 7.9 All supporting documents towards meeting the technical compliance along with datasheet/ warranty certificates/ contract agreement etc. as mentioned in Annexure-.....(if some documents already verified by HPGCL appointed committee prior to Financial Closure, may not be required which shall be updated on CPM portal). as per Format mentioned at .....
- 7.10 Installation report duly signed by the authorized signatory as per Format **Annexure-I of PPA.**
- 7.11 Plant Layout clearly mentioning the details of rows and number of modules in each row.
- 7.12 Electrical Inspector report along with all annexures/ attachments. It would be the responsibility of the successful bidder to collect the certificate.
- 7.13 Successful bidder shall ensure Connectivity to the grid from concerned CTU/ STU/ Transmission Utility/ DISCOM. Connectivity report as per Format **Annexure-II of PPA.**
- 7.14 Synchronization Certificate as per prescribed format issued by respective CTU/ STU/ Transmission Utility/ DISCOM for ascertaining injection of power into grid as per Format **Annexure-II of PPA.**
- 7.15 Supporting document for "Consent to Operate"
- 7.16 Snap Shots of the Plant from various angles shall be taken for covering installation of important components of the solar power plant and made part of Installation Report.

- 7.17 Reading of all the inverters (instantaneous and total generation) along with its serial number of a particular date.
- 7.18 Relevant document from SLDC/ RLDC acknowledging successful data communication between plant end and SLDC/ RLDC.
- 7.19 After the submission/ upload of the documents by successful bidder, HPGCL shall verify the documents and intimate/ reply with remarks. In case any additional supporting/ revised documents are asked by HPGCL, the same have to be submitted/ uploaded by the successful bidder.
- 7.20 Only after all the required documents are verified by HPGCL, the successful bidder shall have to submit/ update on the portal the proposed commissioning date along with commissioning order issued by State Nodal Agency or HPGCL
- 7.21 After the proposed commissioning date along with commissioning order is submitted/ updated on the portal, the commissioning committee formed by HPGCL, shall visit the site within 07 working days to verify the technical compliance on site as per the information submitted by the successful bidder. In case the committee finds discrepancy/ deviation from the information submitted by the successful bidder during on site verification, the committee shall schedule its next visit only on the next available date as per the availability of all the committee members.
- 7.22 Successful bidder shall have to submit/ upload the as-built drawing after the commissioning prior to the COD.
- 7.23 Successful bidder shall have to push the required plant related data to HPGCL designated server in xml/json formats. Additionally, successful bidder shall also provide the login details/ SCADA login to HPGCL for online real time data monitoring prior to COD.
- 7.24 Early Commissioning of a Solar Project prior to the scheduled commissioning date is permitted on acceptance of power by HPGCL. In order to facilitate this, successful bidder shall inform the concerned RLDC/ SLDC and HPGCL well in advance the date on which it intends to synchronize the Power Project to the Grid System. The successful bidder shall be required to give an advance notice of at least 60 days prior to the proposed commissioning date.
- 7.25 Joint Meter Reading (JMR) shall be taken at Delivery Point and Pooling Substation (if applicable)/ plant premise at the time of connectivity of the Project with Grid. This shall include information of respective meters installed at delivery/ interconnection point and pooling substation/plant premises.
- 7.26 Successful bidder is permitted to schedule the Commissioning of the Project in full or part as per the commissioning schedule given by the bidder in its bid.
- 7.27 Successful bidder would be required to plan commissioning/ synchronization with grid at least 10 (Ten) Days ahead of the last permissible date for commissioning. If not done so, whole responsibility for not meeting the deadline for commissioning on account of inability of the Committee to visit the project site for commissioning rests solely on the bidder.

Executive Engineer/ Planning-I  
For Chief Engineer/ DCRTTP (Planning Section, HQ),  
HPGCL, Panchkula.

# **SECTION-8**

## **GENERAL TERMS & CONDITIONS OF CONTRACT**



## 8. GENERAL TERMS & CONDITIONS OF CONTRACT

The bidders are required to carefully examine and make themselves acquainted with the general conditions, specifications, schedules, scope of work, evaluation criteria and site conditions etc. before submitting the bids. In case of any doubt to the meaning or any portion of the general and special conditions, the bidder/s may ask for clarification before submitting the bid/s.

### 8.1 Acceptance of Tender.

It will be the discretion of HPGCL to accept the offer of lowest bidder or negotiate with or cancel the tender or to call the tender afresh without assigning any reason. The order can be split in two or many parts depending upon the circumstances.

### 8.2 Contract Documents.

The order placed under these specifications shall be governed by terms and conditions as incorporated in this section of the specifications and also as given in the work order and its any annexure(s). The terms and conditions specified in this section, if differ from the terms as indicated in the work order and its annexure(s), the later shall prevail. The contract shall for all purposes be governed according to the laws of India and subject to jurisdiction of Haryana Courts only.

### 8.3 Correspondence.

All correspondence pertaining to any clarification required on the terms and conditions, contract documents, scope of work, etc. shall be addressed to Chief Engineer/DCRTTP (Planning Section, HQ), Urja Bhawan, Plot No.- C-7, Sector-6, HPGCL, Panchkula (Haryana).

### 8.4 Change of name of Bidder.

At any stage after tendering, the order placing authority, shall deal with bidder only in the name and at the address under which he has submitted the tender. All the liabilities / responsibilities for the execution of the contract shall be that of Bidder. Under no circumstances the Bidder shall be relieved of any obligations under the contract. The order placing authority may however at its discretion deal with the Bidder / representatives and such dealing shall not absolve the Bidder from his responsibilities / obligations / liabilities with the HPGCL under the contract. Any change / alteration of name / constitution / organization of the Bidder shall be duly notified to the order placing authority and the order placing authority reserves the right to determine the contract in case of such notification.

### 8.5 Risk and Cost.

The Bidder undertakes to be responsible, at Bidder's own cost and risk, for:

- a. HPGCL reserves the right to cancel the Agreement due to non-fulfillment of contractual terms and HPGCL shall recover the damages incurred for the engagement of some other agency(ies) for supply of required material and to carry out the other activity(ies) , full / part scope of work covered under this NIT.
- b. obtaining all Consents, Clearances and Permits other than those obtained under Article 3.1 of PPA and maintaining all Consents, Clearances and Permits in full force and effect during the Term of this Agreement; and
- c. designing, constructing, erecting, commissioning, completing and testing the Power Project in accordance with the applicable Law, the Grid Code, as per the terms and conditions of this Agreement and Prudent Utility Practices; and

- d. Achieving Commercial Operation Date within 10 months from the date of signing of the agreement or date of Lol whichever is earlier.
- e. connecting the Power Project switchyard with the Interconnection Facilities at the Delivery Point; and
- f. owning the Power Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 21.3 of PPA; and
- g. fulfilling all obligations undertaken by the company under this Agreement.
- h. Maintaining its controlling shareholding (controlling shareholding shall mean not less than 51% of the voting rights and paid up share capital (including fully, compulsory and mandatory convertible preference shares) prevalent at the time of signing of PPA upto a period of One (1) year for project after commercial operation date Transfer of Controlling shareholding will however be allowed after one year of COD only with the permission of HPGCL.
- i. Company will coordinate with Chief Electrical Inspector of State to ensure compliance of installation of plant & equipment as per prudent utility practices.

In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 10 Lakh per Project per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer/successful bidder to HPGCL. However, the new entity should be of the same financial strength as the Successful Bidder.

#### 8.6 Subletting.

The Successful Bidder shall not sublet the contract without the consent in writing of HPGCL.

8.7 All payments under this contract shall be made in Rupees unless otherwise specified.

#### 8.8 Force Majeure:

8.8.1 If any party hereto is wholly or partially prevented from performing any of its obligations under this Agreement by reason of or through such as lightning, earthquake, drought, volcanic eruption, landslides, typhoon or tornado, radioactive contamination, fire, floods, invasion, insurrection, rebellion, mutiny, tidal wave, civil unrest, riot, epidemics, explosion, the order of any court, judge or civil authority, change in state or national law, war, any act of God or the public enemy or any other similar cause beyond its exclusive control and not attributable to its neglect or any failure or non available of the Grid, not attributable to a default or negligence of the buyer then and in any such event, such party shall be excused from whatever performance is prevented by such event to the extent so prevented and such party shall not be liable for any damage, sanction or any claim for any loss resulting there from.

#### 8.8.2 Force Majeure Exclusions

Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- a. Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project;
- b. Delay in the performance of any contractor, sub-contractor or their agents;

- c. Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
  - d. Strikes at the facilities of the Affected Party;
  - e. Insufficiency of finances or funds or the agreement becoming onerous to perform; and
  - f. Non-performance caused by, or connected with, the Affected Party's:
    - a) Negligent or intentional acts, errors or omissions;
    - b) Failure to comply with an Indian Law; or
    - c) Breach of, or default under this Agreement.
- 8.8.3 The party invoking this clause shall satisfy the other party of the existence of such an event and give written notice within Seven (7) days to the other party and take all possible steps to revert to normal conditions. In case of failure to intimate within specified period, the event shall not be treated as force majeure event.
- 8.8.4 To the extent not prevented by a Force Majeure Event pursuant to Clause no. 8.8.1, the Affected Party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable. The affected party shall give the other party regular reports on the progress of those remedial measures & such other information as the other party may reasonably request about the force majeure event.
- 8.8.5 If the force majeure event or its effect continues to be present beyond a period of 12 months, either party shall have the right to cause termination of agreement. In such an event, this agreement shall terminate on the date of termination notice without any further liability to either party from the date of such termination.
- 8.9 The failure to act / perform duties according to the scope of work, shall be considered as non performance of duty and may tantamount to breach of contract.**
- 8.10 Liabilities for Damages/ Public Liability:**
- 8.10.1 If due to firm's negligence and / or non-observance of safety codes and other precautions, any accident / injury occurs to any other person / public, firm shall have to pay necessary compensation and other expenses, if so decided by the statutory authorities under labour laws and / or rules in force from time to time.
- 8.10.2 If due to firm's carelessness, negligence or non-observance of rules/ safety precautions, damage to HPGCL property or to personnel's occurs, the same will be recovered from the running bills of the firm and / or from firm's PBG.
- 8.11 Obligation of Firm:**
- 8.11.1 The firm shall abide by all general regulations enforced at site and to any special conditions notified by the local administration and / or issued by Chief Engineer DCRTTP (Planning Section, HQ), or any other competent authority.
- 8.11.2 The firm shall be fully responsible for the conduct of its employees. Any act of misbehavior / man-handling / theft on part of the firm's employees shall be reckoned as breach of contract.
- 8.12 Power to Vary or Omit any item of work.**

No alteration / amendment, omission, addition, suspension (hereinafter referred to as variation) in the scope of work shall be made by the Bidder(s) except as directed in writing by Chief Engineer/DCRTTP (Planning Section, HQ), HPGCL, Panchkula. HPGCL will have full powers subject to the provision hereinafter contained from time

to time during the execution of contract by notice in writing to instruct the firm to make such variations without prejudice to the contract and the firm shall carry out such variations and be bound by the same conditions as far as applicable although the said variation occurred in the specifications if any suggested variations would be in the opinion of the firm, if carried out prevent them from fulfilling any of their obligation under the contract, the firm shall notify to the competent authority thereof in writing and the competent authority shall decide forth with whether or not the same shall be carried out. If the competent authority confirms their instructions, the Bidder(s) obligations and guarantees shall be modified accordingly by mutual agreement. The difference of commissions if any occasioned by any such variations shall be added to or deducted from the contract rate as the case may require. The amount of such difference if any shall be ascertained and determined in accordance with the rate specified in the purchase order. But HPGCL shall not become liable for the payment or any charges in respect of any such variations, unless instructions for the performance of the same shall have been given in writing by the competent authority.

### 8.13 Negligence.

If the firm shall neglect to execute the work with due diligence and expeditiously or shall refuse or neglect to comply with any reasonable orders given in writing by the Chief Engineer/DCRTPP (Planning Section, HQ), HPGCL, Panchkula in connection with this contract or shall contravene the provisions of this contract, HPGCL shall be at liberty to take the work/supply wholly or in part out of the firm's to re-contract to any other firm at the risk and cost of the original firm who shall have to pay the extra expenditure involved as a result thereof. In such an event, it will be lawful for HPGCL to retain any balance amount which may otherwise become due to the firm on any account and apply the same towards the execution of the whole or balance of the or so re-contracted. If no such balance is due to the supplier/firm or if the amount due is not sufficient to cover the amount thus recoverable from the firm, it shall be lawful for the HPGCL to recover the whole or the balance of the amount from the firm by action of law or otherwise. The remedy under this clause will be in addition to and without prejudice to rights available to HPGCL under other clauses of the contract.

### 8.14 Bankruptcy:

If firm shall commit any act of bankruptcy or being a corporation commences to be wound up except for re-construction purposes or carry on its business under a receiver the executors, successors, or other representative in law of the estate of the firm or any such receiver, liquidator or any person to whom the contract may become vested, shall forthwith give notice thereof in writing to Chief Engineer/ DCRTPP (Planning Section, HQ), and shall for one month take all reasonable steps to prevent a stoppage of work, have the option of carrying out the contract subject to the firm providing such guarantee as may be required by Power Stations but not exceeding the value of work. In the event of stoppage of work, the period for the option under this clause shall be 14 days only, provided that the above option not be exercised, the contract may be determined by Chief Engineer/DCRTPP (Planning Section, HQ), by notice in writing to the firm and the same power and provisions reserved to Chief Engineer / DCRTPP (Planning Section, HQ), on the last proceeding clauses of taking the work out of the firm's hands shall immediately become operative.

### 8.15 Disputes And Arbitration

- 8.15.1 Both the parties shall comply with the provisions of this Agreement and discharge the respective obligations. In the event of disagreement, a meeting shall be held between authorized representatives of the Solar Power Developer/Successful Bidder and HPGCL to resolve the issue. In case the issue is still unresolved, provisions of this clause shall apply.
- 8.15.2 In the event of such differences or disputes, between the parties, either party may by written notice of 30 days request to the other party for resolution of dispute through arbitration.
- 8.15.3 All differences or disputes between the parties arising out of or in connection with these presents, shall be referred to the sole Arbitrator to be appointed by Managing Director/HPGCL. The provision of Arbitration & Conciliation Act 1996 as amended from time to time will apply.
- 8.15.4 Notwithstanding the existence of any question, disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under this agreement and make payment of the undisputed part of the bill.
- 8.16 Termination of Contract/ Cancellation of Work Order:**  
HPGCL reserves the right to terminate the contract in full or part thereof at its sole discretion without assigning any reason after giving one month notice to the firm.
- 8.17 Jurisdiction:**  
All legal proceedings in connection with contract shall be subject to the territorial, jurisdiction of local civil courts at Panchkula, Haryana.
- 8.18 Labour Laws:**  
The firm will abide by all labour laws/Acts, EPF, ESI, Safety rules and regulations or any other rules/regulations/by-laws framed by statutory authorities as amended from time to time.
- 8.19 HPGCL reserves the right to reject any or all the tenders without assigning any reason.
- 8.20 The terms & conditions not specified in the tender, shall be governed by "HPGCL Works & Purchase Regulations 2015" and its amendments which are available on the HPGCL website i.e. [www.hpgcl.org.in](http://www.hpgcl.org.in).

Executive Engineer/ Planning-I  
For Chief Engineer/ DCRTTP (Planning Section, HQ),  
HPGCL, Panchkula.

## Annexure-A

### LEASE AGREEMENT

The Lease Agreement is made at Panchkula on this \_\_\_\_\_ date of \_\_\_\_\_, \_\_\_\_\_ between Haryana Power Generation Corporation Limited, Urja Bhawan, Sector-6, Panchkula herein referred to as HPGCL, the lessor, through its Chief Engineer/ DCRTTP (Planning Section, HQ), Panchkula which expression shall unless repugnant to the subject of context hereof, include its heir, successors and assignees of the ONE PART.

AND

M/s \_\_\_\_\_ Having their office at \_\_\_\_\_ hereinafter referred to as \_\_\_\_\_, the lessee through its \_\_\_\_\_, which expression unless repugnant to the subject or context herein includes its heir, successors and assignees of the SECOND PART.

Whereas, as per letter of Interest dated \_\_\_\_\_ (Annex-I) and followed by letter of Allotment Ref. No. \_\_\_\_\_ /setting up of \_\_\_\_\_ MW \_\_\_\_\_ (Annex-II) issued by Haryana Power Generation Corporation Limited (HPGCL), HPGCL has agreed to provide \_\_\_\_\_ Acres of land (\_\_\_\_\_ sq. mt.) at \_\_\_\_\_ on lease basis at a consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) per annum. The lease agreement will remain in force w.e.f. date of signing of lease agreement till the date of completion of period of Power Purchase Agreement (Period of PPA is 25 years).

Whereas HPGCL is the owner of land, \_\_\_\_\_ and the said piece of land has been shown by \_\_\_\_\_ to the representative of firm as indicated vide \_\_\_\_\_ letter dated \_\_\_\_\_ (Annex-\_\_\_\_). Further, the possession of said piece of \_\_\_\_\_ Acres of land (Identification Details) is given by \_\_\_\_\_ or his duly authorized representative to M/s \_\_\_\_\_.

Whereas, the lease money shall be deposited by M/s \_\_\_\_\_ in advance within 30 days of issue of LOI and, thereafter, annual Lease money with applicable taxes, if any, shall be deposited regularly in advance by the lessee. In case of default the firm shall be liable to vacate the HPGCL land. HPGCL shall also have the right to cancel the lease and take possession of land in case of its requirement at any time before the expiry of the lease period. The lease of the land shall at no point create any ownership rights in favour of the LESSEE and the ownership of the land shall remain with the LESSOR (HPGCL).

Whereas the lease amount of the first year has been deposited with HPGCL through Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ for an amount of Rs. \_\_\_\_\_ Lac as lease money (submitted by M/s \_\_\_\_\_ vide bank draft no. \_\_\_\_\_ dated \_\_\_\_\_ and received by \_\_\_\_\_ on \_\_\_\_\_)

Whereas, M/s \_\_\_\_\_ shall make the necessary arrangements for setting up \_\_\_\_\_ MW within a period of **10 months** from the date of issuance of LOI or Signing of PPA whichever is earlier failing which the EMD/ PBG & the lease money deposited by the firm shall stand forfeited.

Whereas, the solar plant, machinery and accessories shall be provided, erected and operated including all repairs & maintenance etc. by M/s \_\_\_\_\_ at its own cost. Further,

(Sign and Seal of Bidder)



all spares parts, consumables and any other material required for setting up, operating & maintenance of solar plant shall be provided/arranged by M/s \_\_\_\_\_ at its own cost. Whereas, the Performance Bank Guarantee of Rs. \_\_\_\_\_/- submitted by M/s \_\_\_\_\_ will be released after the expiry of lease period and all HPGCL's property is handed over in good condition.

Whereas, the land allocated for setting up of solar plant shall not be used by M/s \_\_\_\_\_ for any other purpose.

Further lessee will not transfer or sub-lease the land to any other person without the written permission of HPGCL. The Lessee will not be allowed any commercial/business activities at this land except solar power generation.

The Lessee will not hypothecate and/or charge or/ and / or create other encumbrances and / or mortgage the assets created on the said land without prior permission of HPGCL.

The Lessee shall pay the charges for various servicing and common facilities and also for up-keep and maintenance of roads, water supply, drainage, sewage disposal, street lighting and the like.

The Lessee shall bear pay and discharge all existing and future amounts, duties, imposing and outgoing of whatsoever taxes imposed or charged upon the premises or upon the occupier in respect thereof from the date.

In case of breach of any of the condition by the lessee, the lease shall automatically be deemed to be cancelled/revoked and shall revert back to HPGCL.

In case possession of land is not delivered by lessee after the expiry of lease period, it will be considered illegal occupancy of land.

In witness hereof the parties have set their respective hands to this lease agreement on the date, month and year mentioned above.

**For Haryana Power Generation Corporation Ltd.**

**For M/s**

(Name \_\_\_\_\_)

(Name \_\_\_\_\_)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

**Witness**

**Witness**

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

**Annexure-B**

**POWER PURCHASE AGREEMENT**

**BETWEEN**

-----

**AND**

**HARYANA POWER GENERATION CORPORATION LIMITED**

THIS DEED OF AGREEMENT is made this        day of        2019 (hereinafter called the effective date) by and between----- a Company formed & incorporated in India under the Companies Act, 2013/ having registered office situated at ----- (herein after referred to as "Company") which expression shall unless repugnant to the context or meaning thereof include its successors and assignees as party of the first part and the HARYANA POWER GENERATION CORPORATION LIMITED, URJA BHAWAN, SECTOR 6, PANCHKULA (hereinafter referred to as "HPGCL") which expression shall unless repugnant to the context or meaning thereof include its successors and assignees as party of the second part. Each of HPGCL and the Company shall be referred to herein as a "Party" and collectively as "Parties".

WHEREAS, the Company proposes to design, engineering, procurement & supply, construction, commissioning for setting up of solar plants having 57 MW capacity at three sites i.e. 12 MW at WYC Hydel, Yamuna Nagar; 15 MW area near ash dyke DCRTTP, Yamuna Nagar and 30 MW at new ash dyke area, FTSP, Faridabad on Build, Operate and Transfer (BOT) for a period of 25 years using new solar Photovoltaic Grid Interactive Power plant.

WHEREAS, HPGCL desires to purchase entire solar electric energy generated in the Company's facility upon the terms & conditions as set forth herein.

WHEREAS, HPGCL has no obligation to recommend any department to grant permission/sanctions for the Solar Power Project. The Solar Power Developer (Successful Bidder) shall obtain permissions/sanctions from Govt. authorities, if any required for establishing the project.

Whereas the Solar Power Developer (Successful Bidder) shall achieve Commercial Operation Date within 10 months from the date of signing of this agreement or date of Lol whichever is earlier.

This Agreement is enforceable subject to approval of HPGCL as per Section 86 of Electricity Act 2003.

The terms and conditions of this Agreement are subject to the provisions of the Act and also subject to relevant regulations, if any, issued by the HPGCL from time to time.

NOW, THEREFORE, in consideration of premises and mutual covenants and conditions set forth herein, it is hereby agreed by and between the parties and this agreement witness as follows:

The Solar Power Developer (Successful Bidder) shall deploy commercially established technologies for generation of Solar Power. The SPD shall not be eligible for obtaining RECs, as per prevailing regulations issued by HERC, for energy generated from this project and supplied to DISCOMs.



## ARTICLE 2

### 2.1 DEFINITIONS & INTERPRETATION

#### a. DEFINITIONS

For all purposes of this Agreement, the following words and expressions shall have the respective meanings set forth below:-

- i. **“Act” or the “Electricity Act, 2003”** shall mean the Electricity Act, 2003 and any rules, amendments, regulations, notifications, guidelines or policies issued there under from time to time.
- ii. **“Agreement”** shall mean this Power Purchase Agreement executed hereof, including the schedules hereto, amendments, modifications and supplements made in writing by the mutual consent of parties from time to time.
- iii. **“Billing Period”** means the calendar month ending with the metering date which is hrs of first day of every month. The first Billing Period shall commence with the Commercial Operation Date and end with the Metering Date corresponding to the month in which commercial operation date occurs.
- iv. **“Business Day”** Shall mean with respect to SPD & HPGCL, a day other than Sunday statutory holiday on which the Banks remain open for business in Panchkula.
- v. **“CERC”** means Central Electricity Regulatory Commission of India constituted under sub-section (1) of Section 76 of Electricity ct-2003 or its successors.
- vi. **“Capacity Utilisation Factor” or “CUF”** shall have the same meaning as provided in HPGCL (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2010 as amended from time to time.
- vii. **“Commercial Operation Date”** (COD) means the date(s) on which the Project achieves the commercial operation and such date as specified in a written notice given to HPGCL at least 60 days in advance.
- viii. **“Contracted Capacity”** shall mean AC Capacity in----- MW of Power generated with HPGCL for supply by the solar power generator to HPGCL at Delivery point from solar power project.
- ix. **“Contract Year”** shall mean the period beginning on the Commercial Operation date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that the last Contract Year shall end on the last day of the term of the PPA;
- x. **“Contracted Energy”** shall mean the Net Energy in MUs corresponding to the contracted capacity and declared CUF at the delivery point.
- xi. **“Delivery Point”** shall be the interconnection point at which Solar Power Developer (Successful Bidder) shall deliver the power to the Haryana STU /Discom substation in case project is in Haryana and Haryana STU in case project is outside Haryana. The metering shall be done at this point of interconnection. All transmission charges and losses upto the delivery point shall be borne by SPD.
- xii. **“Delivered Energy”** means the kilowatt hours of electricity actually fed into the Grid system of the Discom and measured by energy meters at the delivery point, in a billing period.
- xiii. **“Discom”** means UTTAR HARYANA BIJLI VITRAN NIGAM (UHBVN) OR DAKSHIN HARYANA BIJLI VITRAN NIGAM (DHBVN) as may be applicable.
- xiv. **“Duration of the Agreement”** means 25 (Twenty Five) years from the date of Commissioning of the project.
- xv. **“Due Date”** Due date means the Thirtieth (30<sup>th</sup>) day (or if such day is not a business day, the immediately succeeding business day) after a monthly energy bill or a supplementary bill is received by the HPGCL through by hand/by post/e-mail by which date such bill is payable by the HPGCL.

- xvi. **"Effective Date"** means the date of signing this PPA.
- xvii. **"Electricity"** shall mean the electrical energy in kilowatt hours.
- xviii. **"Emergency"** means a condition or situation affecting either Nigam's Distribution Company's electrical system or the Grid System, including without limitation, frequency variations beyond the Technical Limits, which threatens the safe and reliable operation of such system or which is likely to result in disruption of safe, adequate and continuous electric supply by Corporation or the Grid System or could endanger life or property. Such certificate of emergency, however shall be issued by STU/Nigam to the Company.
- xix. **"Force Majeure Event"** shall have the meaning set forth in Article 17 of this PPA.
- xx. **"GOH"** means the Government of the State of Haryana.
- xxi. **"Grid Code"/ "IEGC" or State Grid Code** shall mean the Grid Code specified by the Central Commission under Clause (h) of Sub-section (1) of Section 79 of the Electricity Act and/or the Haryana State Grid Code as specified by the concerned State Commission, referred under Clause (h) of Sub-section (1) of Section 86 of the Electricity Act 2003, as applicable.
- xxii. **"Grid System"** means Nigam's power transmission system /distribution system effective from Delivery Point through which Delivered Energy is proposed to be evacuated**"HAREDA"** means Haryana Renewable Energy Development Agency.
- xxiii. **"HPGCL"** means means Haryana Power Generation Corporation Limited constituted under Section 82 of the Electricity Act-2003 or its successors.
- xxiv. **"HPPC"** means Haryana Power Purchase Centre, a joint forum of on behalf of UHBVN & DHBVN (Discoms).
- xxv. **"IPP/Company/Generator/Solar Project Developer"** means M/s -----  
----
- xxvi. **"kV"** means kilo Volt.
- xxvii. **"kWh"** means Kilowatt-hour.
- xxviii. **"Law"** means any act, law, legislation, statute, rule, regulation, notification, directive, order, policy, by law, administrative guideline, ruling, treaty or any interpretation thereof.
- xxix. **"Metering Date"** At 00.00 hrs on the 1st day of every month.
- xxx. **"Metering Point"** for purposes of recording of Delivered Energy will be same as Delivery Point.
- xxxi. **"Monthly Energy charges"** means the charges payable by the HPGCL for the energy delivered at the delivery point for the billing period at fixed tariff.
- xxxii. **"MW"** means Megawatts.
- xxxiii. **"Nigam"** means Haryana Vidyut Parsaran Nigam (HVPN).
- xxxiv. **"NIGAM Load Despatch Centre"** means the load dispatch centre of the NIGAM.
- xxxv. **"Rupees" or "Rs"** shall mean Indian rupees, the lawful currency of India.
- xxxvi. **"Scheduled Date of Completion (SCOD)"** shall mean the date on which the Project is scheduled to deliver contracted energy to HPGCL at the Delivery Point after completion of all the required tests i.e upto 10 months from the date of signing of PPA or date of issuance of Lol whichever is earlier.
- xxxvii. **"Solar Photovoltaic" or "Solar PV"** shall mean the solar photovoltaic crystalline power project that uses sunlight for direct conversion into electricity and that is being set up by the company to provide Solar Power to HPGCL.
- xxxviii. **"STU"** State Transmission Utility which in this case is HVPN.
- xxxix. **"Tariff"** means the rate payable by HPGCL for every kWh of net delivered energy at the delivery point and acceptable by Solar Power Developer.
- xl. **"Tariff Invoice"** means the amount claimed by the Company for the energy delivered during the Billing period at the lowest discovered tariff.
- xli. **"Technical Limits"** means the limits and constraints relating to the operations and maintenance of the Project as per schedule to be given by the IPP's and

approved by Chief Engineer/HPGCL, HPGCL, Panchkula.

- xlii. **“Voltage of Delivery”** means the voltage at which the electricity generated by the project is proposed to be delivered to HPGCL/Discoms/Nigam at an appropriate voltage level as per HERC regulation.

All other words and expressions used herein and not defined herein but defined in Electricity Act 2003 and rules and regulations made thereunder shall have the meanings respectively assigned to them in the said laws, as amended from time to time.

## 2.2 INTERPRETATION

- (i) In this agreement, unless the context otherwise requires (i) the singular shall include plural and vice versa (ii) a reference to any party includes that party's successors and permitted assigns.
- (ii) A time of day shall, save as otherwise provide in any agreement or document be construed as a reference to Indian Standard Time.
- (iii) Different Part of this Agreement are to be taken as manually explanatory and Supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpretation in a harmonious manner so as to give effect to each part.
- (iv) The words “hereof” or herein”, if and when used in this Agreement shall mean a reference to this agreement.
- (v) If any Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement at any time before expiry of CPG, HPGCL reserves the right to encash whole CPG and cancel the PPA.
- (vi) All the relevant Term and Conditions of the e-NIT shall be construed as part of PPA.

### ARTICLE 3 CONDITIONS SUBSEQUENT

#### 3.1 Satisfaction of conditions by the Solar Power Developer at the time of financial closure

The Solar Power Developer agrees and undertakes to duly perform and complete all of the following activities at the Solar Power Developer's (Successful Bidder) own cost and risk within One Hundred Fifty days (150 days) from the Effective Date, unless such completion is affected by any Force Majeure event, or if any of the activities is specifically waived off in writing by HPGCL.

- i) The company shall have obtained all Consents, Clearances and Permits required for supply of power to HPGCL as per the terms of this Agreement.
- ii) In case the Bidder is a Bidding Company and wishes to incorporate a Project Company, all such Consents, Clearances and Permits if obtained in the name of a company other than the Project Company, the Bidder shall be responsible to get these Consents, Clearances and Permits transferred in the name of the Project Company in the event of being selected as the Successful Bidder.
- iii) The company shall have made adequate arrangements to connect the Power Project switchyard with the Interconnection Facilities at the Delivery Point. and will provide documentary proof in this regard,
- iv) The project company shall have achieved Financial Closure within One Hundred Fifty days (150 days) and has provided a certificate to HPGCL from the banker/financial institution to this effect regarding tie up of funds.
- v) The project company shall execute lease agreement with HPGCL for the land to be used for setting up of Solar Plants at three sites i.e. 30 MW at new ash dyke area, FTSP, Faridabad; 15 MW area near ash dyke DCRTTP, Yamuna Nagar and 12 MW at WYC Hydrel, Yamuna Nagar on Build, Operate and Transfer (BOT) for a period of 25 years including O&M. However, HPGCL is and shall remain sole owner/holder of the identified land. In this regard, the project developer shall be required to furnish the following documentary evidences:
- vi) The project company will submit the final technology selection viz. Crystalline/ Thin Film/ Concentrator PV/specific any other technology etc.
- vii) The bidder is required to furnish evidence of meeting the above eligibility criterion for technology usage.
- viii) The project company will furnish a copy of purchase Order for supply of modules and electrical equipments to be commissioned in the project.
- ix) The supplier to whom purchase order has been placed must have supplied the same equipment to atleast one project / client situated anywhere in world and which is successfully operational for at least one year. Documentary proof in this regard will be provided.
- x) Grid feasibility letter obtained from Discom/HVPNL.
- xi) Failure to achieve Financial closure:-
  - a) The Solar Power Generator shall attain the financial closure in terms of the PPA, within 150 days from the date of execution of the Power Purchase Agreement or issuance of Lol whichever is earlier.
  - b) Failing the aforesaid, HPGCL shall encash the PBG unless the delay is caused due to a Force Majeure. An extension for the attainment of the financial closure can however be considered, on the sole request of the Solar Power Generator, on payment of a penalty @ Rs10,000/ per day per MW. This extension will not have any impact on the SCOD. Any penalty paid so, shall be returned to the Solar Power Generator without any interest on achievement of successful commissioning within the SCOD.

## ARTICLE 4

### ENERGY PURCHASE AND SALE

- 4.1 All the Delivered Energy at the Interconnection Point for sale to DISCOM/HPGCL will be purchased at the Tariff provided for in Clause 4.2 from and after the Date of Commercial Operation of the Project and limited to capacity of project only and title to Delivered Energy purchased shall pass from the Solar Power Developer to the DISCOM/HPGCL at the Interconnection Point.
- 4.2 The HPGCL shall pay a Tariff of Rs. ----- /kWh (“Tariff”) arrived through competitive bidding based on the bidding guidelines issued vide e-NIT No. 21/CE/PLG/WYC/SPP-271/Vol-IV dated 08.09.2020.
- 4.3 The Tariff payable by the HPGCL/DISCOM will be inclusive of all taxes, duties and levies, to be borne by the Solar Power Developer (Successful Bidder). The above tariff and applicable conditions would remain constant for the period of operation of project considering the life of the project is 25 years, subject to provision of “Change in Law” provided in Article 20.
- 4.4 HPGCL, at any time during a contract year will purchase electricity at the Tariff mentioned at Clause 4.2 above from the Solar Power Developer up to the declared CUF of ..... . Beyond the said quantum; the electricity will be purchased at 100% of the Tariff mentioned at Clause 4.2 for the entire agreement period. The Solar Power Generator will be free to sell excess power to any other entity provided first right of refusal will vest with HPGCL.
- 4.5 The Solar Power Developer shall be free to undertake expansion of the Project, provided that the rights and obligations under this agreement shall remain unaffected.
- 4.6 SPD shall maintain generation so as to achieve **declared value of CUF i.e. 16%**. The Solar Power Generator will be liable to pay to the Procurer, penalty for the shortfall in availability below such contracted CUF level. The amount of such penalty will be in accordance with the terms of the PPA, which shall ensure that the Procurer is offset for all potential costs associated with low generation and supply of power under the PPA, subject to a minimum of 25% (twenty-five per cent) of the cost of this shortfall in energy terms, calculated at PPA tariff. However, this compensation shall not be applicable in events of Force Majeure identified under the PPA, affecting supply of solar power by SPD.
- 4.7 In case the availability is more than the maximum CUF specified, the Solar Power Developer will be free to sell it to any other entity provided first right of refusal will vest with HPGCL In case HPGCL purchases the excess generation, the same will be done at 100% (Hundred per cent) of the PPA tariff.
- 4.8 The Solar Power Developer shall be permitted for full commissioning of the Project even prior to the SCOD. In cases of early commissioning, till SCOD, the Procurer may purchase the generation till SCOD, at 100% (Hundred per cent) of the PPA tariff.
- 4.9 All regulations of HERC/CERC & Amendments thereto from time to time shall be applicable.

## ARTICLE 5

### BILLING PROCEDURE AND PAYMENTS

5.1 In case of these solar power projects, the readings of the meters (supplying power to grid and for captive consumption of plant) would be taken jointly by representatives of HPGCL (not below the rank of AE/AEE) and SPD at 00:00 hrs (or at some other mutually agreed time,) on the first (1st) day of each month.

5.2 Billing Procedure & Payments: The invoice shall be delivered through by hand or by post by the SPD or by E-mail to the HPGCL at its designated office on or before the 5<sup>th</sup> day of the succeeding month hereinafter called the Invoice Date. The HPGCL shall make full payment of such invoice on the Thirtieth (30<sup>th</sup>) day (or if such day is not a business day, the immediately the succeeding business day) through RTGS/NEFT or any other electronic mode of payment.

In case payment of invoices are made before the due date, the HPGCL shall be entitled for rebate as follows:

a) In case the payments of a monthly energy bill or supplementary bill of the Seller are made through RTGS/NEFT or any mode of electronic transactions on presentation, rebate of 2% should be allowed within 7 days (or if such day is not a business day, the immediately the succeeding business day). For example, if bill is presented/submitted to HPGCL on 5<sup>th</sup> day of succeeding month then payment is to be made on or before 12<sup>th</sup> day of the same month to avail rebate of 2%.

b) In case the payment is made on the Eighth (8<sup>th</sup>) day after a monthly energy bill or a supplementary bill is received by the HPGCL through by hand/by post/e-mail (or if 8<sup>th</sup> day is not a business day, the immediately the succeeding business day) by which date such bill is payable by HPGCL, a rebate of 1% shall be allowed on or before Thirtieth (30<sup>th</sup>) day (or if such day is not a business day, the immediately the succeeding business day).  
If the payment is made after 30<sup>th</sup> day no rebate shall be applicable.

5.3 If at any time either Party feels that the meter is not recording correctly, it shall give notice to the other Party. The Solar Power Developer (Successful Bidder) shall then undertake testing and calibration of meters owned by the Power producer and located at Metering Interface Points in co-ordination with and in the presence of the representatives of HPGCL/Discoms. The charges for testing of the meters shall be borne by the party, who gives the call.

5.4 The Solar Power Developer (Successful Bidder) shall raise monthly invoice/bill on the basis of joint meter reading (JMR) along with MRI to HPGCL for the energy sold at delivery point by the Solar Power Developer (Successful Bidder) at the tariff as described in Article 4.

5.5 In case of Dispute on any of the bills, the HPGCL shall notify the company of any disputed amount of bills and the company shall rectify the errors/ shortcomings or otherwise notify its rejection of the disputed amount with reasons thereto within 5 days of the reference of HPGCL. The HPGCL shall however on demand will make the payment of undisputed part of the bill and for the disputed part, the parties shall try to settle amicably. If the dispute is not settled during such discussion, then either party may refer the same for Arbitration as per Article 14.

5.6 The Solar Power Developer (Successful Bidder) would be entitled to draw power from the distribution/transmission licensee network during shutdown/start up and synchronization of the plant or during any other emergencies. The supply availed would be billed by the DISCOMs at the tariff applicable to HT industry at the time

of raising the bill invoice. The accounting of import of units along with tariff of HT industry will be checked and verified by concerned sub divisional officer and the same shall be submitted along with the JMR to the office of HPGCL.

5.7 HPGCL shall pay the amount payable under the Monthly Bill by the Due Date to such account of the Solar Power Developer (Successful Bidder), as shall have been previously notified by the Solar Power Developer (Successful Bidder) in accordance with the following.

The Solar Power Developer (Successful Bidder) shall open a bank account at ..... [Insert name of place] (the "SPD"s Designated Account") for all Tariff Payments to be made by HPGCL to the Solar Power Developer (Successful Bidder), and notify HPGCL of the details of such account at least ninety (90) Days before the dispatch of the first Monthly Bill..

### 5.8 Collateral agreement

Letter of Credit:- As a back-up arrangement, for procurer obligation in respect of monthly energy bills including supplementary bills under this agreement, the buyer shall open and maintain an irrevocable monthly revolving LC in favour of the Solar Power Developer (Successful Bidder) issued by any Nationalized Bank. The LC shall be opened by buyer only when HPGCL is in a position to provide the LC. The LC shall be provided to the Solar Power Developer (Successful Bidder) on the following terms:-

- a) All costs relating to opening, maintenance of Letter of Credit shall be borne by procurer.
- b) The LC shall have a term of 12 months and shall be renewed annually, for an amount equal to:
  - i) for the first Contract year, equal to the estimated average monthly billing.
  - ii) for each subsequent Contract Year, equal to the average of the monthly billing of the previous Contract Year.

### 5.9 Transmission Charges & Losses

All transmission charges, transmission losses and other open access charges (if any applicable) and scheduling charges for any SLDC/RLDC upto the delivery point shall be payable by the seller in compliance of HERC/CERC regulations amended from time to time.

5.10 Solar Power Developer (Successful Bidder) shall be required to schedule its power as per applicable Regulation/requirement/guidelines of HERC/CERC/SLDC/RLDC or any other competent agency and the same being recognized by SLDC or any other competent authority /agency as per applicable regulation/law/direction and maintain compliance to the applicable codes/grid code requirement/directions if any, as specified by any SLDC/RLDC from time to time. Any deviation from the schedule will attract the provision of applicable regulation/directions/guidelines and any financial implication on account of this shall be on account of SPD. SPD shall comply HERC/CERC regulations as forecasting, scheduling & deviation settlement as applicable & its amendment thereto from time to time and are responsible for all liabilities related to connectivity.

## ARTICLE 6

### SYNCHRONIZATION AND COMMERCIAL OPERATIONS

#### 6.1 SYNCHRONIZED AND INTEGRATED OPERATIONS

- 6.1.1 The concerned Discom shall allow the Company to interconnect its generating system at its switch yard and operate it in synchronization with the Discom's system subject to the terms and provisions of this agreement. The company shall run the plant as a part of integrated system to generate power in synchronization with the grid and shall inject three phase 50 Hz (nominal) AC Supply into DISCOM'S system at an appropriate voltage level .
- 6.1.2 The responsibility of getting connectivity with the transmission system owned by the Discom/STU will lie with the Project Developer.
- 6.1.3 The entire cost of transmission including cost of construction of line, Bay, metering and protection system etc along with Transmission charges, losses etc. up to nearest designated Substation of HVPN/ DISCOMs will be borne by the Project Developer.
- 6.1.4 Construction and operation/maintenance of evacuation system upto delivery point shall be the responsibility of generating company.
- 6.1.5 The Interconnection /Metering Point shall be located designated Substation of HVPN/ DISCOMs.
- 6.1.6 The Solar PV Project shall be connected to the nearest substation at appropriate voltage level as per HERC Regulations.
- 6.1.7 The Solar Power Developer (Successful Bidder) shall give the concerned SLDC and DISCOM at least sixty (60) days advance of written notice, of the date on which it intends to synchronize the Project to the grid system. The SPDs will specify the written notice to the HPGCL that:
- a) The plant is constructed in accordance with this agreement and is ready to deliver solar power in accordance with the terms hereof;
  - b) All permissions and approvals required for the plant to sell solar power at the rates and terms specified under this agreement have been obtained and
  - c) All interconnection facilities are available to receive solar power from the plant.
- 6.1.8 The Project may be synchronized by the Solar Power Developer (Successful Bidder) to the grid system when it meets all the connection conditions prescribed in applicable Grid Code then in effect and otherwise meets all other Indian legal requirements for synchronization to the grid system.
- 6.1.9 The Solar Power Generator shall be permitted for full commissioning of the Project even prior to the SCOD. In cases of early commissioning, till SCOD, the Procurer may purchase the generation till SCOD, at 100% (Hundred per cent) of the PPA tariff.

#### 6.2 SYNCHRONIZATION AND INTERCONNECTION FACILITIES:

- 6.2.1 The synchronization equipment will be installed by the Solar Power Developer (Successful Bidder) at its generation facility at its own cost. The SPD shall synchronize its system with the Nigam's system only after the grant of approval of synchronization scheme by competent authority of Discom/Nigam and checking/verification is made by the concerned authority of DISCOM/STUs. The SPDs has delivered to the Transco/Discom a list of plant equipment showing the make, model, serial number and certified the installed capacity of the plant before synchronization.



- 6.2.2 SPD shall, immediately after each synchronization / tripping of generator, inform the grid substation to which the plant is electrically connected in accordance with applicable grid code.
- 6.2.3 The Company shall provide step up transformers/ other stepping up equipment i.e. Grid Tie Inverter, panels, kiosks, protection & metering equipment at the generation facility and fully equipped line bay(s) in its switchyard for termination of interconnecting transmission line(s)/substation of the DISCOM. Company shall also provide proper & reliable communication between the generation facility & Grid substation of Nigam/Discom/ STU, to ensure better data transfer, the cost of these works will be borne by the Company.
- 6.2.4 In case of these projects, the company and the HPGCL/Discoms in mutual consultation with each other shall decide on the scheme for protection of the interconnection line(s) and of the facilities at both ends. All electrical equipment shall be installed as per guidelines and approval of Chief Electrical Inspector, Government of Haryana.
- 6.2.5 Notwithstanding the provisions of this agreement, the HPGCL will not be responsible for any damage that may occur to the Company's generation system for any reason whatsoever.
- 6.2.6 SPD shall intimate to HPGCL about the installation of solar power plant as per Format placed at **Annexure I** titled Installation Report prior to 15 days in advance from the date of synchronization. If the plant is synchronized without the submission of Installation Report to HPGCL, then the plant will not be considered to have been commissioned.

## ARTICLE 7

### GENERATION FACILITIES – CONSTRUCTION & DEVELOPMENT OF THE PROJECT

#### 7.1 Company’s Obligations

7.1.1. The company undertakes to be responsible, at company’s own cost and risk, for:

- a) obtaining all Consents, Clearances and Permits other than those obtained under Article 3.1 and maintaining all Consents, Clearances and Permits in full force and effect during the Term of this Agreement; and
- b) designing, constructing, erecting, commissioning, completing and testing the Power Project in accordance with the applicable Law, the Grid Code, as per the terms and conditions of this Agreement and Prudent Utility Practices; and
- c) Achieving Commercial Operation Date within 10 months from the date of signing of the agreement or issuance of Lol whichever is earlier.
- d) connecting the Power Project switchyard with the Interconnection Facilities at the Delivery Point; and
- e) owning the Power Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 21.3; and
- f) fulfilling all obligations undertaken by the company under this Agreement.
- g) Maintaining its controlling shareholding (controlling shareholding shall mean not less than 51% of the voting rights and paid up share capital (including fully, compulsory and mandatory convertible preference shares) prevalent at the time of signing of PPA upto a period of One (1) year for project after commercial operation date Transfer of Controlling shareholding will however be allowed after one year of COD only with the permission of HPGCL.
- h) Company will coordinate with Chief Electrical Inspector of State to ensure compliance of installation of plant & equipment as per prudent utility practices.

In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 10 Lakh per Project per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer/successful bidder to HPGCL. However, the new entity should be of the same financial strength as the Successful Bidder.

#### 7.2 Information regarding Interconnection Facilities

The company shall be required to obtain all information with regard to the Interconnection Facilities as is reasonably necessary to enable it to design, install and operate all interconnection plant and apparatus on the company’s side of the Delivery Point.

#### 7.3 Purchase and sale of Contracted Capacity

Subject to the terms and conditions of this Agreement, the company undertakes to sell to HPGCL and HPGCL undertakes to pay Tariff as discussed in Article 4 for all the energy generated from the Contracted Capacity and metered at the Delivery Point.

#### 7.4 Right to Contracted Capacity & Energy

7.4.1. Subject to provisions of this Agreement, the entire Contracted Capacity in any Financial Year shall be for the exclusive benefit of HPGCL and HPGCL shall have the exclusive right to purchase such energy from the company.

7.4.2. The power supplied by the solar power project developer in the first year of its Commissioning shall be accounted for on actual basis upto 31st March of the first financial year.

## ARTICLE 8

### GENERATION FACILITIES – OPERATION & MAINTENANCE

- 8.1 The Company shall be responsible for obtaining and keeping in force at its own cost, all consents, clearances, insurances and permits required for establishing and operating the generation facility.
- 8.2 The maintenance of the evacuation system beyond the Delivery point shall be borne by the Discom/Nigam .
- 8.3 The Company shall be responsible at its own expense for ensuring that the Power Station is operated and maintained in accordance with all legal requirements including the terms of all consents/clearances/permits/ insurances and prudent utility practices within the acceptable technical limits so as not to have an adverse effect on the Grid system or result in violation of any rules/Law.
- 8.4 Company shall meet with all statutory laws as applicable.
- 8.5 HPGCL shall have the right to designate from time to time its officers/official who shall be responsible for inspecting the Power Station for the purpose of verifying progress of Company.
- 8.6 HPGCL shall be informed by the Company but in no event less than 60 (sixty) days prior to the scheduled date of synchronization.
  - a) Detailed procedure for synchronization of the Plant with STATE UTILITY’S grid under different conditions of operation.
  - b) Shut-down and start up procedures.
- 8.7 The company shall install and whenever required augment the equipment at its own cost to match it with the fault level of utility system during the tenure of this PPA.
- 8.8 The Company shall make all reasonable efforts to give advance notice to the Load Dispatch Centre/connected substation to the extent possible of any unscheduled outage and shall provide the Load Dispatch Centre/ connected substation with an estimate of duration and scope of such outage.
- 8.9 For matters relating to grid operations and load dispatch, the directions of State Load Dispatch Centre shall be strictly complied with, by the company. Any dispute on this account shall be settled by the parties amicably. If the dispute is not settled during such discussion, then either party may refer the same to HPGCL.
- 8.10 The Company shall carry out regular maintenance and overhauls of its plant as per recommended schedules and procedures of the equipment suppliers. The schedule of maintenance and overhauls which require plant shut down shall be intimated to the respective Nigam/ Discom / State Load Despatch Centre to which the plant is catering supply of energy and HPGCL. Planned shutdown shall be taken with prior approval of the SLDC/connected substation.
- 8.11 The company shall supply the particulars of the generator as well as Generator Transformer & Control gears to the Nigam/Discoms for examining stability of generation facility. The company shall install and whenever required, augment the equipment at its own cost to match it with the fault level of utility system during the tenure of this PPA.
- 8.12 HPGCL shall not be responsible for any damage, whatsoever, that may be caused to any equipment installed by SPD on account of any fault in the system and shall not be responsible to pay any compensation for such damage.

## ARTICLE 9

### PROTECTIVE EQUIPMENT & INTERLOCKING

- 9.1 The Company shall provide necessary protective equipment and interlocking devices at generating system (like inverter with anti islanding etc), so that no adverse effect is caused to the Nigam's Grid system. The Company shall obtain approval of the competent authority of Nigam/DISCOM for the protection logic of the solar energy system and synchronization schemes and any modifications thereto prior to commissioning of the project.
- 9.2 The Company shall energize its equipment/synchronizing scheme only after the approval of competent authority of HPGCL/ Nigam/DISCOM and thereafter and rectification of the defects/observations pointed out by him. Routine checking/testing shall be carried for company' sub-station /equipment on the same basis as is being done for Nigam's sub-stations.
- 9.3 Testing charges shall be borne by the Generating Company for commissioning as well as routine checking.
- 9.4 Notwithstanding such checking/verification in any event, the HPGCL/DISCOM shall not be responsible for any damage caused to the Generating facility on account of any mistake in such checking/verification.

## ARTICLE 10 METERING

- 10.1 Special Energy meters (main & check)- Export & Import shall be ABT compliant having 0.2S accuracy class or better accuracy and feature having kWh, kVAh, kVAR facility shall be installed at interconnection point by the solar power producer at its own cost, capable of recording and storing 15 minutes average of all the electric parameters for a minimum of 45 days. The interface metering shall conform to Central Electricity Authority (Installation and operation of Meters) regulation 2014 and amendment thereto. Dedicated CTs and PTs of 0.2S accuracy class or better accuracy shall also be made available by the power producer for their respective meters at the interconnection point. The following parameters shall be measured, displayed and recorded/logged. Daily plotting of graphs for various parameter shall also be available on demand i) 15 minute, Daily, monthly & Annual energy generated by the solar system (kWh) ii) Solar system temperature iii) Ambient temperature iv) Solar irradiation/isolation v) AC and DC side voltage and currents vi) Power factor on AC side vii) DC injection into the grid (one time measurement at the time of installation) viii) Total Current Harmonics distortion in the AC side ix) Total Voltage Harmonic distortion in AC side x) Efficiency of the inverter xi) Solar system efficiency xii) Display of I-V curve of the solar system xiii) Any other parameter considered necessary by supplier of the solar PV system based on prudent practice.
- 10.2 Metering arrangements shall be made by the company in consultation with the distribution utility keeping in view guidelines/regulations notified by HERC, if any, under state grid code.
- 10.3 The Company shall be responsible to operate the solar power plant as envisaged under this PPA and to provide appropriate facility/instrumentation/ metering arrangement to enable remote monitoring of generation.
- 10.4 All the meters, CTs and PTs as described in Clause 10.1 above shall be jointly inspected and sealed on behalf of both parties and shall not be interfered with except in the presence of the representatives of both parties. For testing and calibration of meters, a notice of at least seven (7) days shall be given by the Party requesting the testing to enable the authorized representatives of both the parties to be present.
- 10.5 All meters, CTs and PTs shall be jointly checked for accuracy prior to commissioning and once in every six months by both parties and shall be treated as working satisfactorily, so long as the errors are within the limits prescribed for such meters. Testing of Main and Check Metering equipment shall be carried out at the cost of the power producer.
- 10.6 Meter readings of the main meter at the interconnection point will form the basis of billing, so long as the half yearly checks thereof are within the prescribed limit. If either of the meters is found to be defective during these checks, they will be immediately calibrated.
- 10.7 Where the half yearly check indicates errors in the Main Meters beyond the prescribed limit but no such error is noticed in the Check Meters, billing for the month up to the date & time of such test check will be done on the basis of check meters and the Main Meters will be re-calibrated immediately. Billing for the period after the Main Meters are calibrated shall be as per the calibrated meters.
- 10.8 If during the half yearly checks, both the main meters & check meters at the interconnection point are found to be beyond the permissible limit of error, the

meters shall be immediately recalibrated and the correction shall be applied to the consumption registered by the Main Meters to arrive at the correct consumption of energy for billing purposes for the period of the month up to the time of such check, billing for the period thereafter till the next monthly meter reading shall be measured by re-calibrated Main Meters.

- 10.9 Corrections in billing, wherever necessary, shall be applicable to the period between date & time of the previous test calibration and the date & time of the test calibration in the current month when the error is observed and this correction shall be for the full value of the absolute error. For the purpose of the correction to be applied, the meter shall be tested at 100, 75, 50, 25 & 10 percent load at unity, 0.85 lag & 0.75 lag power factors. Of these fifteen values, the error at the load and power factor nearest the average monthly load served at the point during the period shall be taken as the error to be applied for correction.
- 10.10 Each Party shall keep complete and accurate records and all other data required by each of them for the purposes of proper administration of this Agreement and the operation of the Power Plant. Among such other records and data, the Power Producer shall maintain an accurate and up-to-date operating log at the Power Plant with records of:-
- Fifteen (15) minutes logs of real and reactive power generation, frequency, transformer tap position, bus voltage(s), Main Meter and Back up Meter Readings and any other data mutually agreed.
  - any unusual conditions found during operation / inspections.
  - Chart and print out of event loggers, if any, for system disturbances/outages.
- 10.11 The reading of this meter shall be taken at 00.00 hrs (or at some other mutually agreed time) on the 1<sup>st</sup> day of each month.
- 10.12 All the issue/dispute regarding metering shall be settled by the parties amicably. If the dispute is not settled during such discussion, then either party may refer the same for Arbitration as per Article 14.
- 10.13 The meters shall be calibrated and sealed from reputed Govt. testing Laboratory once in every 2 years and subsequently calibration report will be submitted to HPGCL.
- 10.14 In addition to above metering clauses, the generating company has to comply with the state grid code (Metering code section).

## ARTICLE 11

### PENALTIES IN CASE OF DELAYED COMMISSIONING

#### 11.1 Commissioning / Schedule Delivery Date

The Commissioning / Commercial Operation date of Solar PV Power Plant shall be within 10 months from the date of signing of PPA or issuance of Lol whichever is earlier & the commissioning procedure is mentioned in Article-19.

#### 11.2 Delay in Commissioning of Power Plant

For not achieving Commercial Operation Date, HPGCL shall encash the Performance Bank Guarantee (PBG) in the following manner:

- i) Delay up to one(1) month - 10% of the total Contract Performance bank guarantee.
- ii) Delay of more than One (1) month and up to two (2) months - 20% of the total Performance Bank Guarantee in addition to BG in clause-i above.
- iii) Delay of more than Two (2) months and up to three (3) months - 30% of the total Performance Bank Guarantee in addition to BG in clause- i & ii above.
- iv) Delay of more than three (3) & up to four (4) months - the remaining Performance Bank Guarantees.
- v) Delay in the timelines for over and above four (4) months will lead to create the necessary grounds for HPGCL for termination of PPA. In such case HPGCL will forfeit the PBG & lease agreement will be deemed to be cancelled

- 11.3 If Commercial Operation date is delayed due to construction of transmission line by Government of Haryana/Haryana HPUs, then no penalty shall be imposed on the developer and successful bidder shall not be entitled for any compensation till the SCOD. However, the entire cost of transmission including cost of construction of line, Bay, metering and protection system along with Transmission charges, losses etc. up to Haryana (STU/ DISCOMs) substation will be borne by the Solar power producer/SUCCESSFULL BIDDER.

## ARTICLE 12

### CONTINUITY OF SERVICE:

- 12.1 The HPGCL may require the Company to temporarily curtail or interrupt delivery of energy when necessary in the following circumstances:
- a) For inspection, repair, maintenance, replacement and removal to its transmission/ Distribution network and associated equipments of Nigam/Discoms equipment or any part of its system that is associated with the Company's facility.
  - b) If the Nigam/DISCOM's SLDC determines that the continued operation of the facility may endanger the safety of the Nigam/DISCOM personnel or integrity of the Nigam/DISCOM electric system or have adverse effect of the electric service to the Nigam/DISCOM/other customer(s) leading to back down of the generation.
  - c) Any force majeure conditions of the Nigam/Discom which affects the generation of the plant.
  - d) Instructions for the disconnection of the generation facility from the Nigam/ Discom system shall be notified with the reasons and approved by SLDC for the period/duration indicated by it. However, the Nigam/Discoms shall take all the reasonable steps to minimize the number and duration of such interruptions, curtailments or reductions.

**No compensation, whatsoever shall be payable by the Discom/Nigam in this regard.**



## ARTICLE 13 Verification of solar power

- 13.1 Third party sale, banking and wheeling of power is not permitted.
- 13.2 The project developers will maintain a record of power generation, incident solar radiation on the PV array surface, Capacity Utilisation Factor and other technical features of the power plant for the entire period of PPA. Copy of the data should also be available in electronic form and sent to HPGCL monthly. This record will also be made available readily for verification/audit purposes, if required.

### 13.3 Third Party Verification

13.3.1 The company shall be further required to provide entry to the site of the Power Project free of all encumbrances at all times during the Term of the Agreement to HPGCL and a third Party nominated by any Indian Governmental Instrumentality for inspection and verification of the works being carried out by the company at the site of the Power Project.

13.3.2 The third party or HPGCL may verify the construction works/operation of the Power Project being carried out by the company and if it is found that the construction works/operation of the Power Project is not as per the Prudent Utility Practices, it may seek clarifications from company or require the works to be stopped or to comply with the instructions of such third party if required.

## ARTICLE 14

### DISPUTES AND ARBITRATION

- 14.1 Both the parties shall comply with the provisions of this Agreement and discharge the respective obligations. In the event of disagreement, a meeting shall be held between authorized representatives of the Solar Power Developer/Successful Bidder and HPGCL to resolve the issue. In case the issue is still unresolved, provisions of this clause shall apply.
- 14.2 In the event of such differences or disputes, between the parties, either party may by written notice of 30 days request to the other party for resolution of dispute through arbitration.
- 14.3 All differences or disputes between the parties arising out of or in connection with these presents, shall be referred to the sole Arbitrator to be appointed by Managing Director/HPGCL. The provision of Arbitration & Conciliation Act 1996 as amended from time to time will apply.
- 14.4 Notwithstanding the existence of any question, disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under this agreement and make payment of the undisputed part of the bill.
- 14.5 JURISDICTION – All legal proceedings arising and in connection with this Agreement shall be subject to the jurisdiction of Panchkula Court only.

## **ARTICLE 15**

### **DURATION:**

This agreement shall become effective upon the execution and delivery thereof by the Parties hereto and unless terminated pursuant to other provisions of the Agreement, and shall continue to be in force for a period of 25 years from Date of Commissioning.

## ARTICLE 16 EVENTS OF DEFAULT AND TERMINATION:

### 16.1 EVENTS OF DEFAULT OF COMPANY

16.1.1 The occurrence or combination of the following events at any time during the term of this agreement shall constitute events of default by the company.

- a) The failure to commence supply of power to HPGCL/ Discom up to the Contracted Capacity, relevant to the Scheduled Commissioning Date i.e. 10 months from the date of signing of PPA or issuance of Lol whichever is earlier.
- b) Failure to pay to the HPGCL any amount payable and due under this agreement within Ninety (90) calendar days after receipt of invoice.
- c) Failure on the part of the Company to use reasonable diligence in operating, maintaining or repairing the Company's facility such as safety of persons & property, Haryana Discom's equipment or Discom service to others is adversely affected.
- d) Failure or refusal by the Company to perform its material obligation under this agreement.
- e) Failure to use GOI/State Policy for promoting Generation of Electricity through Solar as notified by HAREDA.
- f) Abandonment of its generation facilities by the Company or discontinuance by the Company of services covered under this Agreement without any reasonable cause.
- g) The solar PV power project developer is not allowed to use any other source of power generation along with the solar power project, at any time after the PV power plant is connected to the Grid. If it is found that any other source of power generation is in use or have been used to feed power to the Grid through the same meter or for captive use, the contract shall be out rightly terminated and necessary legal/criminal action against the company shall be initiated. In such circumstances, the company shall pay amount equivalent to last six months bills as penalty to HPGCL within 60 days from the date of termination of PPA.
- h) Occurrence of any other event which is specified in this Agreement to be a material breach/ default of the solar power developer.
- i) Change in controlling shareholding before the specified time frame as mentioned in Article 7.1.1 of this agreement.

16.1.2 I) Subject to the terms of this Agreement, upon occurrence of a SPD Event of Default under this Agreement, the lenders in consultation with HPGCL may exercise their rights, if any, under Financing Agreements, to seek substitution of the SPD/SUCCESSFUL BIDDER for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the SPD and performing the obligations of the SPD. Provided that any substitution under this Agreement can only be made with the condition that the selectee meets the eligibility requirements of e-NIT/Tender Documents issued by HPGCL and accepts the terms of PPA signed between SPD and HPGCL.

II) The lenders in consultation with HPGCL may seek to exercise right of substitution by an amendment of the PPA. The SPD shall cooperate with the HPGCL to carry out such substitution and shall have the duty and obligation to continue to operate the Power Project in accordance with this PPA till such time as the substitution is finalized.

Note: HPGCL may take any decision at the time of occurrence of such event and HPGCL decision will be final.

## 16.2 EVENTS OF DEFAULT OF HPGCL:

16.2.1 The occurrence of any of the following at any time during the term of this Agreement shall constitute Events of Default by the HPGCL:

- (a) Failure to pay to the company any amount payable and due under this agreement within Ninety (90) calendar days after receipt of invoice.
- (b) Failure or refusal by HPGCL to perform its material obligations under this Agreement.
- (c) Occurrence of any other event which is specified in this Agreement to be a material breach/default of HPGCL/Discoms.

16.3 If any Event of Default by either party extends for a period of Ninety (90) Calendar days after the receipt of written notice of such event of Default from the non defaulting party, then the non defaulting party may, at its option, terminate this agreement by delivering 15 days written notice of such termination to the party in default.

16.4 Failure by either the HPGCL or the Company to exercise any of these rights under this Agreement shall not constitute a waiver of such rights. Neither party shall be deemed to have waived any failure to perform by the other unless it has made such waiver specifically in writing.

## ARTICLE 17 FORCE MAJEURE

17.1 If any party hereto is wholly or partially prevented from performing any of its obligations under this Agreement by reason of or through such as lightning, earthquake, drought, volcanic eruption, landslides, typhoon or tornado, radioactive contamination, fire, floods, invasion, insurrection, rebellion, mutiny, tidal wave, civil unrest, riot, epidemics, explosion, the order of any court, judge or civil authority, change in state or national law, war, any act of God or the public enemy or any other similar cause beyond its exclusive control and not attributable to its neglect or any failure or non available of the Grid, not attributable to a default or negligence of the buyer then and in any such event, such party shall be excused from whatever performance is prevented by such event to the extent so prevented and such party shall not be liable for any damage, sanction or any claim for any loss resulting there from.

### 17.2 Force Majeure Exclusions

Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- a. Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project;
- b. Delay in the performance of any contractor, sub-contractor or their agents;
- c. Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
- d. Strikes at the facilities of the Affected Party;
- e. Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- f. Non-performance caused by, or connected with, the Affected Party's:
  - d) Negligent or intentional acts, errors or omissions;
  - e) Failure to comply with an Indian Law; or
  - f) Breach of, or default under this Agreement.

17.3 The party invoking this clause shall satisfy the other party of the existence of such an event and give written notice within Seven (7) days to the other party and take all possible steps to revert to normal conditions. In case of failure to intimate within specified period, the event shall not be treated as force majeure event.

17.4 To the extent not prevented by a Force Majeure Event pursuant to Article 17.1, the Affected Party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable. The affected party shall give the other party regular reports on the progress of those remedial measures & such other information as the other party may reasonably request about the force majeure event.

17.5 If the force majeure event or its effect continues to be present beyond a period of 12 months, either party shall have the right to cause termination of agreement. In such an event, this agreement shall terminate on the date of termination notice without any further liability to either party from the date of such termination.

## ARTICLE NO 18

### Technical Parameter Of PV Module And Various Other Components For Use In Grid Connected Solar Power Plants:

All components of the PV plant shall be in accordance with technical specifications given in relevant IS/ IEC Standards. The design and commissioning also shall be as per latest IS/ IEC standards. The following are some of the technical measures required to ensure quality of the major components used in grid connected solar power Projects.

#### 18.1 PV MODULE QUALIFICATION

The PV modules used in the grid connected solar power Projects must qualify to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards.

Crystalline Silicon Solar Cell Modules	IEC 61215
Thin Film Modules	IEC 61646
Concentrator PV modules	IEC 62108

In addition, PV modules must qualify to IEC 61730 for safety qualification testing at 1000V DC or higher. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701, IEC 62716 & IEC 62804.

#### 18.2 POWER CONDITIONERS/ INVERTERS

The Power Conditioners/Inverters of the SPV power plants must conform to the latest edition of IEC/ equivalent BIS Standards as specified below:

Efficiency Measurements	IEC 61683
Safety of power converters for use in photovoltaic power systems	IEC 62109
Environmental Testing	IEC 60068-2/ IEC 62093
Electromagnetic Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4 & other relevant parts of IEC 61000
Utility-interconnected photovoltaic inverters - Test procedure of islanding prevention measures/ IEEE Standard for Interconnecting Distributed Resources with Electric Power Systems / Standard for Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources	IEC 62116
Electrical Safety	IEC 62103/ 62109-1&2
Protection against Islanding of Grid	IEEE1547/IEC 62116/ UL1741 or equivalent BIS Standards
LVRT Compliance	As per the latest CERC Guidelines/ Order/ Regulations

Grid Connectivity	Relevant CERC Regulations (including LVRT Compliance) and Grid Code as amended and revised from time to time
Rated capacity	Nominal/Rated output power of the inverter (if different power ratings are mentioned at different temperatures, then power rating at 50 <sup>0</sup> C shall be considered) in kW will be considered as inverter rated capacity.

**As per the Solar Photovoltaics, Systems, Devices and Components Goods (Requirements for Compulsory Registration) Order, 2017, PV Modules and Inverters used in the grid connected solar power Projects shall conform to the Standards Specified as per below and bear the Standard Mark as notified by the Bureau of Indian Standards:**

Sl. No. (1)	Product (2)	Indian Standard Number (3)	Title of Indian Standard (4)
1.	Crystalline Silicon Terrestrial Photovoltaic (PV) Modules (Si wafer based)	IS 14286	Crystalline Silicon Terrestrial Photovoltaic (PV) modules - Design Qualification And Type Approval
2.	Thin-Film Terrestrial Photovoltaic (PV) Modules (a-Si, CIGS and CdTe)	IS 16077	Thin-Film Terrestrial Photovoltaic (PV) Modules - Design Qualification and Type Approval
3.	PV Module (Si wafer and Thin film)	IS/IEC 61730 (Part1) IS/IEC 61730 (Part2)	Photovoltaic(PV) Module Safety Qualification Part 1 Requirements for Construction Photovoltaic (PV) Module Safety Qualification Part 2 Requirements for Testing
4.	Power converters for use in photovoltaic power system	IS 16221 (Part 1) IS 16221 (Part 2)	Safety of Power Converters for use in Photovoltaic Power Systems Part 1- General Requirements Safety of Power Converters for Use in Photovoltaic Power Systems Part 2- Particular Requirements for Inverters
5.	Utility –Interconnected Photovoltaic inverters	IS 16169	Test Procedure of Islanding Prevention Measures for Utility-Interconnected Photovoltaic Inverters
6.	Storage battery	IS 16270	Secondary Cells and Batteries for Solar Photovoltaic Application General Requirements and Methods of Test

### 18.3 CABLES AND CONNECTORS

All cables and connectors to be used for installation of solar field must be of solar grade which can withstand harsh environment conditions for 25 years and voltages as per latest IEC standards. It is recommended that the Cables of 600-1800 Volts



DC for outdoor installations should comply with the BS/ EN EN50618/ TUV 2pfg 1169/08/07 for service life expectancy of 25 years.

#### **18.4 OTHER SUB-SYSTEMS/ COMPONENTS**

Other subsystems/ components used in the SPV Power Plants (Cables, Connectors, Junction Boxes, Surge Protection Devices etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance.

#### **18.5 AUTHORIZED TEST CENTRES**

The PV modules/ Power Conditioners deployed in the Power Plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centres in India. In case of module types/ equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member body accredited Labs abroad will be acceptable.

#### **18.6 WARRANTY**

PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years. However declared/Guaranteed CUF must be maintained throughout the tenure of agreement.

#### **18.7 IDENTIFICATION AND TRACEABILITY**

Each PV module used in any solar power Project must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions):

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)
- v. I-V curve for the module at Standard Test Condition (1000 W/m<sup>2</sup>, AM 1.5, 25<sup>o</sup>C)
- vi. Wattage, Im, Vm and FF for the module
- vii. Unique Serial No. and Model No. of the module
- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per ISO 9000

SPD would be required to maintain accessibility to the list of Module IDs along with the above parametric data for each module.

#### **18.8 PERFORMANCE MONITORING**

As part of the performance monitoring, the following shall be carried out:

- a. The successful bidder shall maintain the list of Module IDs along with performance characteristic data for each module. This data shall be submitted to HPGCL.
- b. The successful bidder must install necessary equipment to continuously measure solar radiation on module plane, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to HPGCL on line and/ or through a report on regular basis every month for the entire duration of PPA.
- c. The successful bidder shall provide access to HPGCL or its authorized representatives for installing any additional monitoring equipment to facilitate on-line transfer of data.
- d. All data shall be made available as mentioned above for the entire duration of the PPA.
- e. The plant SCADA should be Open Platform Communications (OPC) compliant with standard DNP3 and modbus control interfaces over TCP/ IP having the provision to add protocol converters to implement custom and secure communications protocol standard for providing real time online data (including but not limited to irradiance, plant generation (instantaneous/ daily/ monthly/ yearly), Daily Peak Generation, temperature, wind speed etc.) to HPGCL.
- f. Fibre Optic Ethernet Ring network (Managed type Ethernet switches in each Control Room) should be provided between MCR & Inverter Control Rooms.
- g. Web-based monitoring should be available, which should not be machine dependent. The web-based monitoring should provide the same screens as available in the plant. Also, it should be possible to download reports from a remote web-client in PDF or Excel format.

#### **18.9 SAFE DISPOSAL OF SOLAR PV MODULES**

The successful bidder will ensure that all Solar PV modules from their plant after their ‘end of life’ (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the “e-waste (Management and Handling) Rules, 2011” notified by the Government and as revised and amended from time to time.

## ARTICLE NO 19 Commissioning Procedure

- i) The SPD/SUCCESSFULL BIDDER shall submit the status of installation of equipment to HPGCL as per prescribed format Annexure-I, at least 15 days prior to the synchronization.
- ii) SPD shall ensure Connectivity to the grid from concerned /STU/ DISCOM and Grid connectivity report (Annexure-II) shall be issued by competent Authority of DISCOM/STU. Electrical inspector report shall be made a part of the commissioning certificate. It would be the responsibility of the SPD to collect the certificate and submit the same to HPGCL.
- iii) Synchronization and Commissioning Certificate as per prescribed format (Annexure-III & IV) shall be issued by respective STU/DISCOM for ascertaining injection of power into grid and after verification of technical parameters of the project.
- iv) SPDs shall give to the concerned RLDC/SLDC & HPGCL at least sixty (60) days advance preliminary written notice, of the date on which it intends to synchronize the Power Project to the Grid System. SPD shall be solely responsible for any delay or non-receipt of the notice by the concerned agencies, which may in turn affect the Commissioning Schedule of the Project.
- v) A solar PV project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into the grid.
- vi) SPD shall ensure that equipment upto the rated capacity has been installed and completed in all respects before scheduled commission date. The same shall be verified by competent authority of HPGCL/DISCOM during their visit to project and documented as per prescribed format (Annexure-II)
- vii) Electrical inspector report shall be made a part of commissioning certificate. It would be the responsibility of SPD to collect the certificate and submit the same to the HPGCL.
- viii) Joint Meter Reading (JMR) shall be taken at Delivery Point at the time of connectivity/synchronization of the Project with Grid. This shall include information of Main, Check meters installed at delivery point.
- ix) A snapshot of the plant from various angles shall be taken for covering installation of important components of solar power plants and made part of installation report.

## ARTICLE 20

### CHANGE IN LAW

In this Article 20, the following terms shall have the following meanings:

#### 20.1 CHANGE IN LAW

**20.1.1.** In the event a Change in Law results in any adverse financial loss/ gain to the Solar Power Generator then, in order to ensure that the Solar Power Developer is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the Solar Power Developer/ Procurer shall be entitled to compensation by the other party, as the case may be, subject to the condition that the quantum and mechanism of compensation payment shall be determined and shall be effective from such date as may be decided by the Appropriate Commission.

**20.1.2.** the term Change in Law shall refer to the occurrence of any of the following events after the last date of bid submission, including (i) the enactment of any new law; or (ii) an amendment, modification or repeal of an existing law; or (iii) the requirement to obtain a new consent, permit or license; or (iv) any modification to the prevailing conditions prescribed for obtaining an consent, permit or license, not owing to any default of the Solar Power Developer; or (v) any change in the rates of any Taxes which have a direct effect on the Project.

However, Change in Law shall not include any change in taxes on corporate income or any change in any withholding tax on income or dividends.

#### 20.2. Relief for Change in Law

20.2.1. The aggrieved party shall be required to approach the state Commission for seeking approval of change in law and consequent impact on tariff.

20.2.2. The decision of the State Commission to acknowledge a Change in law and the date from which it will become effective, provide relief for the same, shall be final and governing on both the parties.

## ARTICLE 21 MISCELLANEOUS

### 21.1 LIAISONING WITH & ASSISTANCE FROM THE HPGCL

21.1.1 The Company shall keep a close liaison with the Nigam Load Despatch Centre and/or other designated officers/officials of the HPGCL during the period this agreement is in force. The company shall furnish in the last week of every month supply plan indicating the total quantum of electricity likely to be delivered in the next month to HPGCL.

21.1.2 The Company shall also inform the date of commencement of delivery of power one month in advance to HPGCL.

21.1.3 The company shall coordinate with HPGCL for testing & commissioning of the protection system at least 60 days in advance before synchronization.

### 21.2 CARBON CREDIT

Carbon credit benefit will be shared (if any) as per HERC regulations in the manner elaborated hereunder or as amended from time to time by HERC.

21.2.1 100% of the gross proceeds on account of CDM benefit to be retained by the project developer in the first year after the date of commercial operation of the generating station;

21.2.2 In the second year, the share of the beneficiaries shall be 10% which shall be progressively increased by 10% every year till it reaches 50%, where after the proceeds shall be shared in equal proportion, by the generating company and the beneficiaries.

### 21.3 ASSIGNMENT:

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party except to project lender or lender representative as security for their debt under the Financing Agreements, other than by mutual consent between the Parties to be evidenced in writing.

Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included in this agreement only after the approval of HPGCL.

### 21.4 INDEMNIFICATION:

1 The SPD/SUCCESSFULL BIDDER shall indemnify, defend and hold harmless the Nigam/HPGCL and its members, Directors, Officers, employees and agents and their respective heirs, successors, legal representatives and assigns from and against any and all liabilities, damages, costs expenses(including attorneys fees), losses, claims, demands, action, cause of action, suits and proceedings of every kind, including those for damage to property of any person of entity (including the IPP) and/or for injury to or death of any person (including the IPP's employees and agents) which directly results from partial/total grid failure or arise out of or in connection with negligence or willful misconduct of the Company.

2 The HPGCL shall indemnify and hold harmless the Company and its

Directors, Officers, Employees and Agents and their respective heirs, successors, legal representatives and assigns, from and all liabilities, damages, costs, expenses(including outside attorneys fees), losses, claims, damage to the property or any person or entity(including the HPGCL) and/or injury to or death person (including the HPGCL’s employees and agents) which directly or indirectly result from or arise out of or in connection with the negligence or willful misconduct of the HPGCL.

**21.5 AMENDMENTS:**

Any waiver, alteration, amendment or modification of this Agreement or any part thereof shall not be valid unless it is in writing and signed by the parties.

**21.6 BINDING EFFECT:**

This agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective successors, legal representatives and permitted assigns.

**21.7 CONFIDENTIALITY:**

The Parties undertake to hold in confidence this Agreement and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

- (a) To their professional advisors.
- (b) To their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities or
- (c) Disclosures required under Law.

Without prior written consent of the other parties.

**21.8 SEVERABILITY:**

The invalidity or unenforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

**21.9 AUTHORITY TO EXECUTE:**

Each respective party represents and warrants as follows:

Each respective party has all necessary rights, powers and authorities to execute deliver and perform this Agreement.

The execution delivery and performances of this Agreement by each respective party will not result in a violation of any law or result in a breach of any government authority or conflict which result in a breach of or cause a default under any agreement or instrument to which either respective party is a party or by which it is bound No consent of any person or entity not a party to this Agreement, including any governmental authority is required for such execution, delivery and performance by each respective party.

**21.10 NOTICES:**

21.10.1 Any written notice provided hereunder shall be delivered personally or sent by

registered post acknowledgement due or by courier for receipted delivery with postage or Courier charges prepaid to the other party at the following address:

HPGCL: Chief Engineer DCRTTP (Planning Section, HQ),  
Haryana Power Generation Corporation Limited,  
C-7, Urja Bhawan, Sector-6,  
Panchkula – 134 109

SPD :

- 21.10.2 Notice delivered personally shall be deemed to have been given when it is delivered at the address set forth above and when it is actually delivered to such person or left with a responsible person in such office. Notice sent by post or courier shall be deemed to have been given on the date of actual delivery as evidenced by the date appearing on the acknowledgement of delivery.
- 21.10.3 Any party hereto may change its address for written notice by giving written notice of such changes to the other party hereto.

## 22 EFFECT OF SECTION HEADINGS

The headings or titles of the several sections hereof are for convenience of reference and shall not affect the construction or interpretation of any provision of this Agreement.

## 23 RELATIONSHIP OF THE PARTIES:

Nothing in the Agreement shall be deemed to constitute either party hereto as partner, agent or representative of the other party or to create any fiduciary relationship between the parties.

## 24 GOVERNING LAW:

This agreement shall be governed by and construed in accordance with the prevailing laws of India.

## 25 NO PARTY DEEMED DRAFTER

The parties agree that no party shall be deemed to be the drafter of this agreement and that in the event of this agreement is ever construed by arbitrators or by court of law, they shall not construe this agreement or any provisions hereof against either party as the drafter of the agreement, the HPGCL and the society acknowledging that both parties have contributed and materially to the preparation of this agreement.

## 26 APPROVALS

Wherever either HPGCL or Company approvals are required in this agreement, it is understood that such approvals shall not be unreasonably withheld.

## 27 NON WAIVER

No delay or forbearance by either party in the exercise of any remedy or right will constitute a waiver thereof, and the exercise or partial exercise of a remedy or right



shall not preclude further exercise of the same or any other remedy or rights.

IN WITNESS WHEREOF, the HPGCL and the Company have executed this Agreement as on day of in the year 2019.

For the Company

For the HPGCL

By

By

Its

Its

Witnesses by

Witnesses by

Name

Name

Designation

Designation

Address

Address



<b>Annexure-I</b>		
(To be provided by SPD and to be submitted at least 15 days prior to synchronization)		
<b>Status - Installation Report</b>		
Sr. No.	Capacity of Plant (MW)	
	Capacity commissioned (MW)	
i	Technology used (Mono/Multi Crystalline/thin film/Others; please specify along with capacity of each type)	
ii	Rating of each module(Wp)	
iii	Angel from horizontal at which array is installed	
iv	Number of modules installed of each type	
v	Sources(S)of the cells installed of each type	
vi	Sources(S)of the Modules installed of each type	
vii	Number of PCUs/Inverters installed	
viii	Sources of PCUs/Inverters (Name of supplier with address)	
ix	Rating of PCUs/inverters	
x	Status of completion of work as on date ,	
	(i) Capacity of PV array	
	(ii) PCUs	
	(iii) transformer	
	likely date of completion of the above activities	

**Annexure - II**

(To be provided by concerned /STU/Transmission Utility/DISCOM)

**Grid Connectivity Report**

The company has completed the work for commissioning of <KV> Bay & Metering Equipment to interconnect the <MW> Solar Power Generation Plant (having <technology>) with Grid of Nigam/DISCOM installed at <village>,<Tehsil>,<District> in the <state>on<date>.The details of Solar Power Plant are as under:-

S. No.	Solar Power Developer & Location	Capacity Mentioned in Agreement	Connectivity	Details of Solar Power Plant (Transformer, Inverter, Modules, Switchgear)
1	<M/s>	<> MW	Metering Detail at deliveryPoint (<Village>)	A) Transformer
	<Village>		<Make/Type:>	
	<Tehsil>		S.No. of <kV> CT	<Sr. No.>
	<District.>		i) <R-Phase>	B) Inverters with Anti-islanding
			ii) <Y-Phase>	<Make/Type:>
			iii) <B-Phase>	<Sr. No.>
				C) Modules
				<Make: >
			S.No. of < kV> PT	<W>, < W >
			i) <R-Phase>	<Total: Nos.>
			ii) <Y-Phase>	D) Switchgear Panels
			iii) <B Phase>	<Make/Type:>
			S.No. of Main<ABT> Meter> S.No. of Check <ABT Meter> Metering Equipment installed at Receiving end on dated: <>	<Sr. No.>
				Protection Provided: Under/Over voltage, Over current & Earth fault etc.

The commissioning date of various equipments is as under:

<KV> lines from -----to-----, completed on date -----.

Line bay at <KV>GSS, ----- charged for---- on -----.

<KV>line charged from ----- to ----- on date-----.

Main and check metering commissioned on -----(initial record of main /check meters at the time of commissioning is to be taken and enclosed)

Complete system commissioned on date -----

The joint Inspection Report of metering arrangement & copy of permission of electrical Inspector is enclosed herewith.

### Annexure-III

(To be issued by competent authority of STU/DISCOM)

#### Synchronization Certificate

- (i) It is certified that -----MW (Capacity) Solar Photovoltaic Power Project of M/s.-----, Village-----Tehsil-----, district-----was connected to Grid on -----(Date) at -----Hrs.
- (ii) It is further Certified that the project was synchronized and supply of power into grid from the project has been started on -----(Date) at -----Hrs.
- (iii) It is further certified that injection of power into the grid from the project has been successfully achieved and -----kWh has been injected from-----hrs. to -----hrs. on ----- date.

The above certificate issued on the basis of MRI record of JMR. Copy of duly signed MRI of main & check meter is enclosed.

Signature  
Name & Designation  
Office seal of the verifying officer

## Annexure-IV

(To be issued by Competent Authority of /STU/DISCOM/HPGCL)

### **Commissioning Certificate (COD) for solar project**

1. This is certified that M/s-----having its registered office at ----- has successfully commissioned-----MW/out of total -----MW installed/contracted capacity on -----date of their solar PV plant at village Village-----Tehsil-----, district----- and state-----.

The part commissioning/COD certificate has been issued on the basis of following documents enclosed.

- a) Installation report including snap shot of the project from various angles
- b) Electrical Inspector Report
- c) Grid Connectivity Report
- d) Copy of duly signed MRI along with Synchronization certificate

Signature  
Name & Designation  
Office seal of the verifying officer

## Appendix 1: Format for Covering Letter

To,

The Chief Engineer/ DCRTTP (Planning Section, HQ)  
Haryana Power Generation Corporation Limited (HPGCL)  
Ground Floor, C-7  
Urja Bhawan, Sector-6  
Panchkula-134 109, Haryana

**Sub: Submission of the e-NIT No. 21/CE/PLG/WYC/SPP-271/Vol-IV dated 08.09.2020.**

Dear Sir,

We, the undersigned, have considered and complied with the "Instructions to Bidders" and have accepted the complete scope of work, terms & conditions stipulated in the e-NIT No. 21/CE/PLG/WYC/SPP-271/Vol-IV dated 08.09.2020.

The Scope of Work to be offered by us shall include but not be limited to Design, Engineering, Procurement & Supply, Construction, Commissioning for setting up of Grid Connected Ground Mounted Solar Photovoltaic Power Plant at three different locations viz. 30 MW at new ash dyke area, FTPS, Faridabad; 15 MW area near ash dyke DCRTTP, Yamuna Nagar and 12 MW at WYC Hydel, Yamuna Nagar on Build, Operate and Transfer (BOT) for a period of 25 years including Operation & Maintenance.

In full cognizance and compliance with these aforesaid conditions and the regulations of local government authorities, we the undersigned do hereby offer our Bid and agree for the following:

- i. The work covered under the Bid shall be completed to the entire satisfaction of yourselves or your representative in conformity with the Tender Document at the prices accompanying this Bid.
- ii. The Project shall be installed, interconnected, tested & commissioned and we shall achieve commissioning in stipulated time from the date of issue of Lol. It further certified that minimum annual CUF of all the Projects will be 16% or more based on net electricity energy delivered throughout the tenure of PPA. CUF is to be considered plantwise i.e. separately for 30MW FTPS, 15MW DCRTTP & 12 MW WYC Hydel.
- iii. I/We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law. It is also certified that our firm/company has not been blacklisted by any organization presently. However, in case such case certification is found wrong at later stage, then it shall be construed as misrepresentation of facts and our firm shall be liable for blacklisting and other penal actions.
- iv. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by HPGCL in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/ bidding process itself, in respect of the above mentioned Project and the terms and implementation thereof.



- v. We agree to keep the bid valid for acceptance for a period of 180 days from the opening the Price Bid and the Bid shall not be withdrawn on or after the opening of bids till the expiry of this period or any extension thereof.
- vi. We also acknowledge and accept that you shall not pay for any discontinuance or low performance rate resulting from malfunction of / or inadequacy of our equipment, instruments or personnel.
- vii. We further represent that we have familiarized ourselves with all the terms and provisions of the various parts of the bidding documents and that in making our Bid, we do not rely upon any representation made by any agent or employee of yourselves in respect of the terms of the bidding documents or the nature of the performance of the works.

Yours Sincerely,

Signature: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Duly authorized to sign Tenders for and on behalf of (Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness

\_\_\_\_\_

## Appendix 2: Format of Details of Bidder

1. (a) Name:  
(b) Country of incorporation:  
(c) Address of the corporate headquarters and its branch office(s), if any, in India:  
(d) Date of incorporation and/ or commencement of business:
2. Brief description of company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for company:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:

## Appendix 3: Format of Details of Similar Technical Experience

**INSTRUCTIONS:**

- A. The Bidder shall indicate similar experience of grid-connected solar photovoltaic projects herein.
- B. The Bidder shall duly attach the Letter of Award (LOA) from the Client, Commissioning Certificate, and Certificate of Satisfactory Completion of Work from the Client.
- C. Projects without sufficient documentary evidence of execution, commissioning and completion as per PQR of HPGCL shall not be considered towards technical evaluation of the Bidder.
- D. The Bidder may indicate more than five (5) projects.

Sr.	Name of Client (with name and contact information of Contact Person)	PV Project AC/ DC Capacity (in MW)	Plant wise yearly CUF	Plant wise tariff	For Official Use Only		
					LOA attached?	Commissioning Certificate attached?	Certificate of Satisfactory Completion attached?
1.					Yes/ No	Yes/ No	Yes/ No
2.					Yes/ No	Yes/ No	Yes/ No
3.					Yes/ No	Yes/ No	Yes/ No
4.					Yes/ No	Yes/ No	Yes/ No
5.					Yes/ No	Yes/ No	Yes/ No

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## Appendix-4

### FORMAT FOR CONSORTIUM AGREEMENT

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

THIS Consortium Agreement (“Agreement”) executed on this \_\_\_ Day of \_\_\_\_\_ Two Thousand \_\_\_\_ between M/s \_\_\_\_\_ [Insert name of Lead Member] a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “**Member-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 “**Member-2**”, which expression shall include its successors, executors and permitted assigns), M/s \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_

(hereinafter called the “**Member-n**”, which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to e-NIT and execution of Power Purchase Agreement (in case of award), against e-NIT No. \_\_\_\_\_ dated \_\_\_\_\_ issued by Haryana Power Generation Corporation Limited (HPGCL) a Company incorporated under the Companies Act, and having its Registered Office at Plot no.-C-7, Urja Bhawan, Sector-6, Panchkula.

WHEREAS, each Member individually shall be referred to as the “Member” and all of the Members shall be collectively referred to as the “Members” in this Agreement.

WHEREAS HPGCL desires to purchase Power through setting up of 57 MW Solar Power Plants as specified said e-NIT.

WHEREAS, HPGCL had invited response to e-NIT vide its e-NIT dated \_\_\_\_\_

WHEREAS the e-NIT stipulates that in case response to e-NIT is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by HPGCL wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s \_\_\_\_\_), shall act as the Lead Member as defined in the e-NIT for self and agent for and on behalf of Member-2, ----, Member-n and to submit the response to the e-NIT.
2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.

5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

Name	Percentage
Member 1	---
Member 2	---
Member n	---
<b>Total</b>	100%

We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of 01 (One) Year after commencement of supply of power.

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the PPA.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at **Panchkula** alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of HPGCL in terms of the e-NIT.
12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by HPGCL.
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to e-NIT.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of HPGCL.
15. This Agreement
- has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
  - sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
  - may not be amended or modified except in writing signed by each of the Members and with prior written consent of HPGCL.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the e-NIT and PPA.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s----- [Member 1]

(Sign and Seal of Bidder)



-----  
(Signature, Name & Designation of the person authorized vide Board Resolution  
Dated  
\_\_\_\_\_)

Witnesses:

1) Signature----- 2) Signature -----  
Name: Name:  
Address: Address:

For M/s-----[Member 2]  
-----

(Signature, Name & Designation of the person authorized vide Board Resolution  
Dated  
\_\_\_\_\_)

Witnesses:

1) Signature ----- 2) Signature -----  
Name: Name:  
Address: Address:

For M/s-----[Member n]  
-----

(Signature, Name & Designation of the person authorized vide Board Resolution  
Dated  
\_\_\_\_\_)

Witnesses:

1) Signature ----- (2) Signature -----  
Name: Name:  
Address: Address:

\_\_\_\_\_ Signature and stamp of Notary of the  
place of execution



## Appendix 5: Format of Declaration of Compliance

Date:

To,

The Chief Engineer/ DCRTTP (Planning Section, HQ),  
Haryana Power Generation Corporation Limited (HPGCL)  
Ground Floor, C-7  
Urja Bhawan, Sector-6  
Panchkula-134 109, Haryana

**Sub: Declaration of Compliance for the Tender Design, Engineering, Procurement & Supply, Construction, Commissioning for setting up of Grid Connected Ground Mounted Solar Photovoltaic Power Plant at three different locations viz. 30 MW at new ash dyke area, FTPS, Faridabad; 15 MW area near ash dyke DCRTTP, Yamuna Nagar and 12 MW at WYC Hydel, Yamuna Nagar on Build, Operate and Transfer (BOT) for a period of 25 years including operation & maintenance.**

Dear Sir,

This \_\_\_\_\_ is \_\_\_\_\_ to \_\_\_\_\_ certify \_\_\_\_\_ that \_\_\_\_\_ I, \_\_\_\_\_, am the duly authorized signatory appointed on behalf of my organization to submit this Bid. The authorization letter is attached herewith. I agree to all the terms and conditions set forth in this Tender Document.

If awarded the job, the Scope of Work shall also conform to the terms and conditions, as well as specifications indicated in the Tender Document and as finally indicated by the Evaluation Committee.

I further certify that all the information provided in this document is accurate to the best of my knowledge.

Signature: \_\_\_\_\_ Designation: \_\_\_\_\_

Name: \_\_\_\_\_ Organization: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

## Appendix 6: Format of No Deviation Certificate

Date: \_\_\_\_\_

To

The Chief Engineer/ DCRTTP (Planning Section, HQ)  
Haryana Power Generation Corporation Limited (HPGCL)  
Ground Floor, C-7  
Urja Bhawan, Sector-6  
Panchkula-134 109, Haryana

**Sub: No Deviation Certificate regarding Tender for Design, Engineering, Procurement & Supply, Construction, Commissioning for setting up of Grid Connected Ground Mounted Solar Photovoltaic Power Plant at three different locations viz. 30 MW at new ash dyke area, FTPS, Faridabad; 15 MW area near ash dyke DCRTTP, Yamuna Nagar and 12 MW at WYC Hydrel, Yamuna Nagar on Build, Operate and Transfer (BOT) for a period of 25 years including operation & maintenance.**

Dear Sir,

We,

\_\_\_\_\_  
(Bidder's name), confirm our acceptance to all terms and conditions mentioned in the Tender Document, and all subsequent clarifications, in totality and withdraw all deviations raised by us, if any.

\_\_\_\_\_  
SEAL AND SIGNATURE OF BIDDER

Date: \_\_\_\_\_

## Appendix 7: Format of Declaration on Bidder's Relation to Directors

Date:

To

**The Chief Engineer/** DCRTTP (Planning Section, HQ)  
Haryana Power Generation Corporation Limited (HPGCL)  
Ground Floor, C-7  
Urja Bhawan, Sector-6  
Panchkula-134 109, Haryana

**Sub: Declaration of relationship with Directors/any other employee/associates**

Dear Sir,

This has reference to our proposed Bid regarding **Tender for Design, Engineering, Procurement & Supply, Construction, Commissioning for setting up of Grid Connected Ground Mounted Solar Photovoltaic Power Plant at three different locations viz. 30 MW at new ash dyke area, FTPS, Faridabad; 15 MW area near ash dyke DCRTTP, Yamuna Nagar and 12 MW at WYC Hydrel, Yamuna Nagar on Build, Operate and Transfer (BOT) for a period of 25 years including operation & maintenance** and for the purpose of Section 184/188 of the Companies Act 1956 or Companies Act, 2013, we certify that to the best of my/our knowledge:

- i) I am not a relative of any Director of HPGCL or ;
- ii) We are not a firm in which a Directors of HPGCL or its relative is a partner;
- iii) I am not a partner in a firm in which a Directors of HPGCL or, or its relative is a partner;
- iv) We are not a private company in which a Director of HPGCL or is a member or director;
- v) We are not a company in which Directors of HPGCL hold more than 2% of the paid-up share capital of our company or vice-versa.

---

Authorised Signatory of the Contracting Party

## Appendix 8: Format of Power of Attorney as Authorized Signatory

*(On a non-judicial stamp paper of appropriate value)*

Know all men by these presents, we, ..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms \_\_\_\_\_(Name)\_\_\_\_, son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is presently employed with us and holding the position of \_\_\_\_\_, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the Tender for **Design, Engineering, Procurement & Supply, Construction, Commissioning for setting up of Grid Connected Ground Mounted Solar Photovoltaic Power Plant at three different locations viz. 30 MW at new ash dyke area, FTSP, Faridabad; 15 MW area near ash dyke DCRTTP, Yamuna Nagar and 12 MW at WYC Hydel, Yamuna Nagar on Build, Operate and Transfer (BOT) for a period of 25 years including operation & maintenance** pursuant to the Tender Document e-NIT No. 21/CE/PLG/WYC/SPP-271/Vol-IV dated 08.09.2020 issued by HPGCL, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders’ and other conferences and providing information/responses to HPGCL, representing us in all matters before HPGCL, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with HPGCL in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with HPGCL.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted      Notarised

(Signature, name, designation and address of the Attorney)

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*





## Appendix 9: Format of summary of Audited Financial Statements

To

The Chief Engineer/ DCRTTP (Planning Section, HQ)  
Haryana Power Generation Corporation Limited (HPGCL)  
Ground Floor, C-7  
Urja Bhawan, Sector-6  
Panchkula-134 109, Haryana

### Sub: Summary of Financial Statement

**Ref:** Request for Proposal for Bid for Design, Engineering, Procurement & Supply, Construction, Commissioning for setting up of Grid Connected Ground Mounted Solar Photovoltaic Power Plant at three different locations viz. 30 MW at new ash dyke area, FTPS, Faridabad; 15 MW area near ash dyke DCRTTP, Yamuna Nagar and 12 MW at WYC Hydel, Yamuna Nagar on Build, Operate and Transfer (BOT) for a period of 25 years including operation & maintenance.

Dear Sir,

This is to certify that ..... [Insert name of Bidder] (the "Bidder") having its Registered Office at ..... [Insert Registered Address of the Bidder] with PAN No. .... [Insert PAN No. of the Bidder] is in the business of ..... [Insert briefly the nature of the business], has recorded the following turnovers:

Financial Year	Turnover (in INR)	For Official Use Only
		Audited Statement Attached?
		Yes // No
		Yes / No
		Yes / No
		Yes / No

[Official seal of the Chartered Accountant]

Date: [Insert Date]

Place: [Insert Place]

Sincerely yours,

.....  
[Insert Name of the Chartered Accountant]  
[Insert address and contact information of the Chartered Accountant]

All figures indicated herein are arrived from the Audit Reports of the Bidder duly submitted to the Income Tax Department.

All figures indicated herein are calculated as per the guidelines mentioned in the Tender.

[NOTES:

- A. If the Bidder is seeking financial qualification based on the financial standing of the Parent Company, then a similar certificate summarizing the financial statement of the Parent Company shall be attached by the Bidder as a part of the Bid.
- B. All audited statements to be attached by the Bidder as a part of the Bid.

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## Appendix 10: Procedure for Performance Testing

### Operational Acceptance Test Procedure Performance Ratio (PR) - Test Procedure

1. Performance Ratio as determined through the PR Test Procedure specified here should not be less than 0.75 for Operational Acceptance Test.
2. The Performance Ratio Test to prove the guaranteed performance parameters of the power plant shall be conducted at site by the Contractor in presence of the Company. The Contractor's Engineer shall make the plant ready to conduct such tests. The Operational Acceptance Test shall be commenced, within a period of one (1) month after successful Commissioning and, there will be continuous monitoring of the performance for 30 days. Any extension of time beyond the above one (1) month shall be mutually agreed upon. These tests shall be binding on both the parties to the contract to determine compliance of the equipment with the guaranteed performance parameters. This monitoring will be performed on the site under the supervision of the Company/ Company's engineer.
3. The test will consist of guaranteeing the correct operation of the plant over 30 days, by the way of the efficiency rate (performance ratio) based on the reading of the energy produced and delivered to the grid and the average incident solar radiation.
4. PR shall be demonstrated against the installed DC Capacity.
5. The Efficiency or performance ratio (PR) of the PV Plant is calculated as follows (according to IEC 61724)

$$\text{Performance Ratio (PR)} = \text{YA} / \text{YR}$$

Where;

$Y_A$  = Final (actual measured) PV system yield in kilo-watt hours at the point of measurement during the testing period, and

$Y_R$  = Reference yield calculated as the product of the insolation on the plane of the collector (i.e. PV modules) in kWh/ m<sup>2</sup> during the testing period and the installed DC capacity of the plant in kW.

### **Monitoring System for PR Verification**

The following instrumentation will be used to determine the Solar Plant Performance:

- Power Meter at the delivery point.
- Power Meter for each inverter for reference only.
- One nos. calibrated pyranometer to determine irradiance on the plane of array (with a target measurement uncertainty of  $\pm 2$ ).
- One nos. calibrated pyranometer to determine irradiance on horizontal plane (with a target measurement uncertainty of  $\pm 2$ )
- Two nos. thermocouples to measure module temperature with a measurement uncertainty of  $\pm 1$  °C.
- Shielded ventilated thermocouple with a measurement accuracy of  $\pm 1$ °C.
- An anemometer mounted on a 10m mast to measure wind speed (without additional shadowing on modules).
- Data measurement shall be witnessed in the format mutually agreed before the start of PR test by the employer and the contractor jointly for the said period.
- The Contractor shall show the specified PR for Operational Acceptance.

---

## Appendix 11: List of Banks (for Bank Guarantee)

Bank Guarantee from the following Banks will be acceptable.

1. All Scheduled Nationalized Bank
2. The Bank Guarantee submitted should have the clear one time validity in all respect and up to the completion period. If by any reason the contract period is extended, bidder shall undertake to renew the Bank Guarantee at least one month before the expiry of the validity failing which HPGCL will be at liberty to encash the same.

---



## Appendix 12: Format of Performance Bank Guarantee

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page.]

Ref.: \_\_\_\_\_

Bank Guarantee No.: \_\_\_\_\_

Date: \_\_\_\_\_

To,

The Chief Engineer/ DCRTTP (Planning Section, HQ)  
Haryana Power Generation Corporation Limited (HPGCL)  
Ground Floor, C-7  
Urja Bhawan, Sector-6  
Panchkula-134 109, Haryana

### PERFORMANCE BANK GUARANTEE

WHEREAS Haryana Power Generation Corporation Limited, a Company incorporated under the Companies Act, 1956, having its Registered Office at Panchkula, Haryana (India) (Hereinafter referred to as the "Company" which expression shall unless repugnant to the context include its successors, executors, administrators, legal representatives and assigns) has invited bids for **Design, Engineering, Procurement & Supply, Construction, Commissioning for setting up of Grid Connected Ground Mounted Solar Photovoltaic Power Plant at three different locations viz. 30 MW at new ash dyke area, FTSP, Faridabad; 15 MW area near ash dyke DCRTTP, Yamuna Nagar and 12 MW at WYC Hydrel, Yamuna Nagar on Build, Operate and Transfer (BOT) for a period of 25 years including operation & maintenance.**

(Hereinafter referred to as "Project").

WHEREAS the Company has placed a Letter of Intent No..... dated

..... as also a Contract dated..... (hereinafter called the CONTRACT) on; M/s ..... registered in India under the Companies Act, 1956, having its Registered Office.....

(Hereinafter referred to as the "Contractor") for setting up of the said Project on the terms, specifications and conditions specified therein for **Design, Engineering, Procurement & Supply, Construction, Commissioning for setting up of Grid Connected Ground Mounted Solar Photovoltaic Power Plant at three different locations viz. 30 MW at new ash dyke area, FTSP, Faridabad; 15 MW area near ash dyke DCRTTP, Yamuna Nagar and 12 MW at WYC Hydrel, Yamuna Nagar on Build, Operate and Transfer (BOT) for a period of 25 years including operation & maintenance** which shall include any amendments/alterations made in the Tender Document thereto before the date of submission of the Tender by the Company, which has been unequivocally accepted by (the "Contractor").

AND WHEREAS in conformity with the provisions of Clause No. ....of the said CONTRACT, the "Contractor" has agreed to furnish an unconditional Bank Guarantee for an amount equivalent to 10% of the Total Project Cost i.e. Rs..... for the timely completion and faithful execution of the Contract and successful completion of the Performance Guarantee Tests of plant equipment to demonstrate the guaranteed values.



AND WHEREAS the Company has agreed to accept a Bank Guarantee for Rs ..... from ..... Bank having its Head Office at .....

Through its Branch..... (hereinafter referred to as the "Bank" which expression shall unless repugnant to the context include its successors and permitted assigns).

In consideration of the above, the "Bank" hereby unconditionally and irrevocably guarantees and undertakes as a direct responsibility, to pay to the Company merely on demand any amount not exceeding Rs. .... without any demure, reservation, recourse, contest or protest and / or without reference to the "Contractor".

Any such demand made by the "Company" on the "Bank" shall be conclusive and binding notwithstanding any difference between Company and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The bank undertakes not to revoke this guarantee herein contained and shall continue to be enforceable till the Company discharge this guarantee.

The decision of the Company as to whether the "Contractor" has fulfilled its obligation or not under the CONTRACT shall be final and binding on the "Bank" and the "Contractor".

The Company shall have the fullest liberty without affecting in any way the liability of "the Bank" under this guarantee from time to time to extend the time for performance of the Contract by the "Contractor". The Company shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the "Contractor", and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants contained or implied in the Contract between the Company and "the Contractor" or any other course of remedy or security available to the Company. The Bank shall not be released of its obligations under these presents by any exercise by the Company of its liberty with reference to matters aforesaid or any of them or by reason of any other act or forbearance to other acts of omission or commission on the part of the Company of any other indulgence shown by the Company or by any other matter or thing whatsoever which under the law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Company at its opinion shall be entitled to enforce this guarantee against the Bank as a principle debtor, in the first instance without proceeding against "the Contractor", and notwithstanding any security or other guarantee that the Company may have in relation to "the Contractor's" liabilities.

This Guarantee shall be valid for a period of ..... Refer NIT)months from ..... i.e. upto ..... The Guarantee herein contained shall be a continuing Guarantee and shall not be affected by any change in the constitution of the "Bank" or of the "Contractor". This Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by the Company and Company at its discretion and without any further consent from the Bank and without affecting the liability of the "Bank" and other indulgence to or make other arrangements with the Contractor and nothing done or omitted to be done by



the Company in pursuance of any authority contained in this guarantee shall affect or discharge the liability of the Bank.

However, it has been agreed between the Contractor and the Company that there shall be only one composite Bank Guarantee for Performance Guarantee valid for a period of twenty four (24) months from the date of issue of Letter of Intent (LOI) or timeline referred in of *NIT*, whichever is later, as per the terms of the referred Tender Document.

NOTWITHSTANDING anything herein before above contained, the liability of the Bank under this Guarantee shall be restricted to Rs..... (10% of the Total Project Cost) and the Guarantee shall remain in force up to and including

\_\_\_\_\_.

This Bank Guarantee shall be revalidated automatically till the Performance Guarantee is extended.

Bank undertakes not to revoke this guarantee during its currency except with the previous expressed consent of the Company in writing and agrees that any change in the constitution of the Bank or the Contractor shall not discharge our liability hereunder.

IN WITNESS WHEREOF we have set our hands and seal hereunder at this..... day of \_\_\_\_\_ at \_\_\_\_\_

For, \_\_\_\_\_ Bank,

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_

Power of Attorney No. \_\_\_\_\_

\_\_\_\_\_  
Banker's Stamp and Full address

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20xx



## Appendix 13: Format of Agreement between HPGCL and M/s.....(Name of Successful Bidder)

This agreement is made at Panchkula the -----day of -----in the Christian year Two thousand ----- between ----- (herein after referred to as “THE CONTRACTOR” which expression shall unless excluded by or repugnant to the contract include its successors or permitted assigns) of the one part and the Haryana Power Generation Corporation Ltd. having their Head Office at C-7, Urja Bhawan, Sector-6, Panchkula (hereinafter called “HPGCL” which expression shall unless excluded by or repugnant to the context include its successors or assigns) of the other part.

WHEREAS the aforesaid HPGCL has accepted the Tender of the aforesaid contractors for ----- as per HPGCL’s Order No.----- hereinafter called “**the Works**” and more particularly described enumerated or referred to in the specification, terms and conditions prescribed in the Order letter, covering letter and other letters and schedule of price which for the purpose of identification have been signed by Shri ----- on behalf of the Contractors and by ----- on behalf of HPGCL a list whereof is made out in the Schedule hereunder written and all of which said documents are deemed to form part of this contract and included in the expression “ **the Works**” wherever herein used, upon the terms and subject to the conditions hereinafter mentioned.

AND WHEREAS HPGCL has accepted the Tender of the contractors for the construction of the said works for the sum of Rs ----- (Rupees:-----) upon the terms and subject to the conditions herein mentioned.

### **NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED AND DECLARED THAT:–**

- (a) The Contractors shall do and perform all works and things in this Contract mentioned and described or which are implied therein or there from respectively or are reasonably necessary for the completion of the works as mentioned and at the times, in the manner and subject to the terms, conditions and stipulations contained in this contract, and in consideration of the due provision, executions, construction and completion of the works agreed to by the Contractor as aforesaid, HPGCL both hereby covenant with the contractor to pay all the sums of money as and when they become due and payable to the contractors under the provisions of the contract. Such payments to be made at such times and in such manner as are provided by the contract.
- (b) The conditions and covenants stipulated herein before in this contract are subject to and without prejudice to the rights of HPGCL to enforce penalty for delays and / or any other rights whatsoever including the right to reject and cancel on default or breach by the Contractor of the conditions and the covenants as stipulated in the general conditions, specifications, forms, or Tender schedule, drawing, etc., attached with HPGCL’s Order No.-----.

The contract value, extent of supply delivery dates, specifications, and other relevant matters may be altered by mutual agreement and if so altered shall not be deemed or construed to mean or apply to affect or alter other terms and conditions of the contract and the general conditions and the contract so altered or revised shall be and shall always be deemed to have been subject to and without prejudice to said stipulation.

### **SCHEDULE**

List of documents forming part of the contract:

1. Important Dates and Amounts
2. Instructions to Bidders;
3. Submission of Bid;
4. Scope of Work;
5. General Conditions of Contract;
6. Special Conditions of Contract;
7. Appendices referred to in this Tender Document (“the Tender”);
8. Any amendments, notices and documents issued by HPGCL in relation to this Bid Document/this Contract.
9. ....
10. ....



## Appendix 14 FORM OF DEED OF JOINT UNDERTAKING

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

FORM OF DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER &

\*\* 'ASSOCIATE' FOR SUCCESSFUL PERFORMANCE OF THE CONTRACT OF " ."

This DEED of UNDERTAKING executed this..... day of..... Two thousand ..... by M/s..... a company registered under the..... having its registered office at ..... (hereinafter called the **Company/Bidder/Contractor**, which expression shall include its successors, administrators, executors and permitted assigns)

And

M/s ..... , a company incorporated under..... having its Registered Office at ..... (hereinafter called the **Associate** which expression shall include its successors, administrators, executors and permitted assigns)

and in favour of

**Haryana Power Generation Corporation Limited**, having its Registered Office at **C-7, Urja Bhawan, Sector-6, Panchkula** (hereinafter called "**HPGCL**" or "**Employer**" which expression shall include its successors, administrators, executors and assigns).

WHEREAS, the Employer invited Bids vide e-NIT No 21/CE/PLG/WYC/SPP-271/Vol-IV dated 08.09.2020 for **Design, Engineering, Procurement & Supply, Construction, Commissioning for setting up of Grid Connected Ground Mounted Solar Photovoltaic Power Plant at three different locations viz. 30 MW at new ash dyke area, FTPS, Faridabad; 15 MW area near ash dyke DCRTTP, Yamuna Nagar and 12 MW at WYC Hydrel, Yamuna Nagar on Build, Operate and Transfer (BOT) for a period of 25 years including Operation & Maintenance** as specified in its Tender Document No. 21/CE/PLG/WYC/SPP-271/Vol-IV dated 08.09.2020.

AND WHEREAS, M/s ..... , {As Associate} meets the stipulated requirements as per Clause .....of Tender Documents,

And we, the Bidder & the \*\* Associate jointly executed this irrevocable Deed of Joint Undertaking for effecting this Association that we shall be held jointly and severally responsible and bound unto the Employer for **Design, Engineering, Procurement & Supply, Construction, Commissioning for setting up of Grid Connected Ground Mounted Solar Photovoltaic Power Plant at three different locations viz. 30 MW at new ash dyke area, FTPS, Faridabad; 15 MW area near ash dyke DCRTTP, Yamuna Nagar and 12 MW at WYC Hydrel, Yamuna Nagar on Build, Operate and Transfer (BOT) for a period of 25 years including Operation & Maintenance**, in the event the Bid is accepted by the Employer resulting in a Contract (hereinafter called the "**Contract**").

WHEREAS M/s (the Bidder/Contractor) is submitting its proposal No.....dated .....in response to the aforesaid Invitation for Bid for **Design, Engineering, Procurement & Supply, Construction, Commissioning for setting up of Grid Connected Ground Mounted Solar Photovoltaic Power Plant at three different locations viz. 30 MW at new ash dyke area, FTSP, Faridabad; 15 MW area near ash dyke DCRTTP, Yamuna Nagar and 12 MW at WYC Hydel, Yamuna Nagar on Build, Operate and Transfer (BOT) for a period of 25 years including Operation & Maintenance.**

NOW THEREFORE, THIS UNDERTAKING WITNESSETH AS UNDER:

1. That in consideration of the Award of the Contract by the Employer to the Contractor, we, the aforesaid **\*\* Associate** and the Contractor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the successful performance of the contract of **Design, Engineering, Procurement & Supply, Construction, Commissioning for setting up of Grid Connected Ground Mounted Solar Photovoltaic Power Plant at three different locations viz. 30 MW at new ash dyke area, FTSP, Faridabad; 15 MW area near ash dyke DCRTTP, Yamuna Nagar and 12 MW at WYC Hydel, Yamuna Nagar on Build, Operate and Transfer (BOT) for a period of 25 years including Operation & Maintenance.**
2. In case of any breach of the Contract committed by the Contractor, we, the **\*\* Associate**, do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the contract of . Further if the Employer sustains any loss or damage on account of any breach of the Contract, we, the **\*\* Associate** and Contractor, jointly and severally undertake to promptly indemnify, and pay such losses /damages caused to the Employer on its written demand without any demur, reservation, contest or protest in any manner whatsoever.

This is without prejudice to any rights of the Employer against the Contractor under the Contract and/or guarantees. It shall not be necessary or obligatory for the Employer to first proceed against the Contractor before proceeding against the **\*\* Associate**, nor any extension of time or any relaxation given by the Employer to the Contractor would prejudice to any rights of the Employer under this Deed of Joint Undertaking to proceed against the **\*\* Associate**.

3. Without prejudice to the generality of the undertaking in paragraph 1 above, the manner of achieving the objectives set forth in paragraph 1 above shall be as follows:
  - (a) the **\*\* Associate** shall depute their technical experts from time to time to the Contractor's works/Employer's project site as required by Employer and agreed to by the Contractor and **\*\* Associate** to facilitate the successful performance of the contract of **Design, Engineering, Procurement & Supply, Construction, Commissioning for setting up of Grid Connected Ground Mounted Solar Photovoltaic Power Plant at three different locations viz. 30 MW at new ash dyke area, FTSP, Faridabad; 15 MW area near ash dyke DCRTTP, Yamuna Nagar and 12 MW at WYC Hydel, Yamuna Nagar on Build, Operate and Transfer (BOT) for a period of 25 years including Operation & Maintenance**

and shall advise the Contractor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the Contract.

(b) In the event the \*\* Associate and Contractor fail to demonstrate successful performance of the contract of , the \*\* Associate and the Contractor shall promptly carry out all the measures at their own expense and shall promptly provide corrected designs to the Employer **Design, Engineering, Procurement & Supply, Construction, Commissioning for setting up of Grid Connected Ground Mounted Solar Photovoltaic Power Plant at three different locations viz. 30 MW at new ash dyke area, FTSP, Faridabad; 15 MW area near ash dyke DCRTTP, Yamuna Nagar and 12 MW at WYC Hydel, Yamuna Nagar on Build, Operate and Transfer (BOT) for a period of 25 years including Operation & Maintenance.**

(c) Implementation of the corrected designs and all other necessary repairs, replacements, rectifications or modifications and payments of financial liabilities, penalties and fulfilment of all other obligations as provided under the Contract shall be the joint and several responsibilities of the Contractor and \*\* Associate.

4. We, the Contractor and \*\* Associate do hereby undertake and confirm that the Undertaking shall be irrevocable and shall not be revoked till the expiry of warranty / guarantee period under the Contract and further stipulate that the Undertaking herein contained shall terminate after six months of satisfactory completion of such warranty / guarantee period. In case of delay in completion of warranty / guarantee period, the validity of this Deed of Joint Undertaking shall be extended by such period of delay. We further agree that this undertaking shall be without any prejudice to the various liabilities of the Contractor, including the Contract Performance Security as well as other obligations of the Contractor in terms of the Contract.

5. The Contractor and \*\* Associate will be fully responsible for the quality of works and timely delivery thereof to meet the work schedule under the Contract.

6. In case of Award, in addition to the Contract Performance Security furnished by the Contractor, the \*\* Associate shall furnish "as Security" an on demand Performance Bank Guarantee in favour of the Employer in a form acceptable to Employer as per provisions of the Bidding Documents. The value of such Bank Guarantee shall be as stipulated in the Bidding documents and it shall be guarantee towards the faithful performance/compliance of this Deed of Joint Undertaking in accordance with the terms and conditions specified herein. The Bank Guarantee shall be unconditional, irrevocable and valid for entire period of Contract, i.e. six months beyond the end of the warranty/guarantee period of the **Design, Engineering, Procurement & Supply, Construction, Commissioning for setting up of Grid Connected Ground Mounted Solar Photovoltaic Power Plant at three different locations viz. 30 MW at new ash dyke area, FTSP, Faridabad; 15 MW area near ash dyke DCRTTP, Yamuna Nagar and 12 MW at WYC Hydel, Yamuna Nagar on Build, Operate and Transfer (BOT) for a period of 25 years including Operation & Maintenance** under the Contract. In case of delay in completion of the warranty/guarantee period, the validity of this Bank Guarantee shall be extended by the period of such delay. The Bank Guarantee amount shall be promptly paid to the Employer on demand without any demur, reservation, protest or contest.

7. Any dispute that may arise in connection with this Deed of Joint Undertaking shall be settled as per arbitration procedure/rules mentioned in the Contract Document. This Deed of Undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts of Kolkata shall have exclusive jurisdiction.



8. We, the \*\* Associate and the Contractor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract. We further agree that this Undertaking shall continue to be enforceable till the successful completion of Contract and till the Employer discharge it.

9. That this Deed shall be operative from the effective date of the Contract.

IN WITNESS WHEREOF, the Associate/Collaborator and the Contractor, through their authorized representatives, have executed these present and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

\*\*

For M/s .....  
**(Promoter Company (ies))**

**Witness**

Name \_\_\_\_\_

1. \_\_\_\_\_  
**(Signatures of the authorized representative)**

(Official address)

Designation \_\_\_\_\_

Common Seal \_\_\_\_\_

**\*\* For M/s .....(Associate)**

**Witness**

Name \_\_\_\_\_

2. \_\_\_\_\_  
**(Signatures of the authorized representative)**

(Official address)

Designation \_\_\_\_\_

Common Seal \_\_\_\_\_

**\*\* For M/s .....(Prime Bidder)**

**Witness**

Name \_\_\_\_\_

1. \_\_\_\_\_  
**(Signatures of the authorized representative)**

(Official address)

Designation \_\_\_\_\_

Common Seal \_\_\_\_\_

**\*\* Delete whichever is not applicable as per the respective clause of NIT.**



**FORM OF BANK GUARANTEE BY \*\* ASSOCIATE / PROMOTER COMPANY**

**(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT, IF ANY, OF THE COUNTRY OF THE ISSUING BANK)**

Bank Guarantee No.

Date.

KNOW ALL MEN BY THESE PRESENTS that in consideration of **Haryana Power Generation Corporation Limited**, and having its Registered Office at **C-7, Urja Bhawan, Sector-6, Panchkula** (hereinafter called "The Corporation") having agreed to accept from .....(hereinafter called "The Contractor"), a Bank Guarantee for Rs..... in lieu of additional contract performance guarantee for the due fulfilment by the \*\* Associate / 'Promoter Company(ies)' of the \*Purchase Order/Letter of Intent/Letter of Acceptance/work order No. .... issued by the Corporation for .....(Name & Description of the work/material) (hereinafter called "the said \*Purchase Order/Letter of Intent/Letter of Acceptance/ work order") we (hereinafter called "the Guarantor") do hereby undertake to indemnify and keep indemnified the Corporation to the extent of Rs..... (Rupees .....) only against any loss or damage caused to or suffered by the Corporation by reason of any breach by any of the \*\* Associate / 'Promoter Company (ies)' of any of the terms and conditions contained in the said \* Purchase Order/Letter of Intent/Letter of Acceptance/ work order of which breach the opinion of the Corporation shall be final and conclusive.

(2) AND WE, .....DO HEREBY Guarantee and undertake to pay forthwith on demand to the Corporation such sum not exceeding the said sum of ..... (Rupees .....) only as may be specified in such demand, in the event of the Contractor failing or neglecting to execute fully efficiently and satisfactorily the order for .....placed with it (the work tendered for by it) within the period stipulated in the said \*Purchase Order/Letter of Intent/Letter of Acceptance/work order in accordance with terms and conditions contained or referred to in the said \*Purchase Order/Letter of Intent/Letter of Acceptance/work order in the event of the \*\* Associate / 'Promoter Company(ies)' refusing or neglecting to maintain satisfactory operation of the equipment or work or to make good any defect therein or otherwise to comply with and conform to the design, specification, terms and conditions contained or referred to in the said \*Purchase Order/Letter of Intent/Letter of Acceptance/ work order.

3) WE ..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in the said \*Purchase Order/Letter of Intent/Letter of (Acceptance/work order including the warranty obligations and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said \* Purchase Order/Letter of Intent/Letter of Acceptance/work order have been fully paid and its claims satisfied or discharged or till the Corporation or its authorized representative certified that the terms and conditions of the said \* Purchase Order/Letter of Intent/Letter of Acceptance/ work order have been fully and properly carried out by the said contractor and accordingly discharged the Guarantee.

(4) WE ....., the Guarantor undertake to extend the validity of Bank Guarantee at the



request of the Contractor for further period or periods from time to time beyond its present validity period failing which we shall pay the Corporation the amount of Guarantee.

- (5) The liability under this guarantee is restricted to Rs. \_\_\_\_\_ only and will expire on..... and unless a claim in writing is presented to us or an action or suit to enforce the claim is filed against us within 06 months from ..... all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities (thereinafter).
- (6) The Guarantee herein contained shall not be determined or effected by liquidation or winding up or insolvency or closure of the Contractor.
- (7) The executants has the power to issue this guarantee on behalf of the Guarantor and holds full and valid power of Attorney granted in his favour by the Guarantor authorizing him to execute the Guarantee.
- (8) Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs. .... (Rupees only and our guarantee shall remain in force upto and unless a demand or claim under the guarantee is made on us in writing on or before all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

WE, ..... Bank lastly undertake not to revoke this guarantee during the currency except with

the previous consent of the Corporation in writing. In witness whereof we..... have set and subscribed our hand on this ..... day of..... 20..... at.....

SIGNED, SEALED AND DELIVERED

WITNESS :

(Stamp of the executants)

- 1) -
- 2) -

(Name & address in full with Rubber Stamp)

\*Mention the relevant along with reference number.

Each page of B.G. to be signed by the executants with common Bank stamp and date

**\*\* Delete whichever is not applicable as per the respective clause of PQR**

**\*\* NOTE:**

- 1. The stamp papers of appropriate value shall be purchased in the name of the Guarantee issuing Bank.
- 2. (i) The Bank Guarantee from a Bank as per the Bidding documents is acceptable to the Employer.  
  
(ii) The Bank Guarantee from any other Indian or Foreign Bank of repute acceptable to the Employer, is also acceptable.

# **Section-9**

# **PRICE BID**

# **(Part-II)**

**PRICE BID—Part-II (to be submitted online by the Bidder(s))**

S. No.	Description of Project (Ground Mounted)	Total Project Cost in INR	Levelized tariff for 25 years in ₹/kWh
A	Design, Engineering, Procurement & Supply, Construction, Commissioning for setting up of Grid Connected ground mounted Solar Photovoltaic Power Plant having 30 MW capacity at new ash dyke area, FTPS, Faridabad on Build, Operate and Transfer (BOT) for a period of 25 years including operation & maintenance.		
B	Design, Engineering, Procurement & Supply, Construction, Commissioning for setting up of Grid Connected ground mounted Solar Photovoltaic Power Plant having 15 MW capacity area near ash dyke DCRTTP, Yamuna Nagar on Build, Operate and Transfer (BOT) for a period of 25 years including operation & maintenance.		
C	Design, Engineering, Procurement & Supply, Construction, Commissioning for setting up of Grid Connected ground mounted Solar Photovoltaic Power Plant having 12 MW capacity at WYC Hydel, Yamuna Nagar (Three different sites) on Build, Operate and Transfer (BOT) for a period of 25 years including operation & maintenance.		

<b>Name and complete address of the Bidder(s) offering above proposals</b>	
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Bid Evaluation Criteria:-

- Price bid of the Technically qualified bidders will be opened online on a date that will be scheduled and intimated by HPGCL to the technically qualified bidders. Lowest bidder (L-1) is to be decided project wise i.e. 30 MW at new ash dyke area, FTPS, Faridabad, 15 MW area near ash dyke DCRTTP, Yamuna Nagar and 12 MW at WYC Hydel, Yamuna Nagar on the basis of minimum quoted levelized tariff for 25 years.
- HPGCL has fixed Ceiling of Tariff as INR 3.30/ kWh for 25 years. Therefore, quoted tariff by the bidders should be less than INR 3.30/ kWh. Those bids where the tariff quoted is more than INR 3.30/ kWh, shall be summarily rejected.
- 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 2.337, then it shall be considered as INR 2.33).
- The work will be allotted project wise i.e. 30 MW at new ash dyke area, FTPS, Faridabad, 15 MW area near ash dyke DCRTTP, Yamuna Nagar and 12 MW at WYC Hydel, Yamuna Nagar to the bidder who is evaluated as L1 on the basis of quoted levelized tariff for 25 years after negotiation by competent authority of HPGCL. The Bidder (s) has the option to quote for single project/ two project/ all the three projects. However, HPGCL reserves the right to award work to single or multiple developers for one project/ two project/ all the three projects.

**Name and designation of authorized signatory with contact details:**

**Authorized signature  
with seal of company**