

7.134 Variation on account of exchange rate will not be payable. No statutory variation shall be payable by HPGCL on the input items, i.e. raw materials etc.

7.135 No statutory variation shall be admitted if the excise duty becomes payable because of exceeding of the prescribed limits for turnover of the Bidder.

7.14 Procurement of Materials

7.14.1 The Contractor shall procure all necessary material required for the project work and arrange to store them properly. Test certificate in accordance with the specifications are to be furnished by the Contractor to HPGCL for approval in respect of the materials procured by the Contractor.

7.15 Samples

7.15.1 Apart from adhering to special provision made in the specification regarding submission of samples, the Contractor shall within fifteen (15) days of its receipt of Letter of Intent, provide to HPGCL samples along with detailed literature of all materials it proposes to use irrespective of the fact that specific make/ material might have been stipulated. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at Site, detailed literature / test certificate of the same shall be provided instead. HPGCL shall check the samples and give his comments and/or approval to the same.

7.16 Notice of Operation

7.16.1 The Contractor shall not carry out important operation without the consent in writing of HPGCL or his representative. For carrying out such important activity, the Contractor shall intimate to HPGCL at least seventy two (72) hours before starting of the job.

7.17 Rejection of Materials

7.17.1 HPGCL's decision in regard to the quality of the material and workmanship will be final. The Contractors at its own cost and risk without any compensation shall immediately remove any material rejected by the Project Manager or Engineer-in- Charge from the Site of work.

7.18 Power and Water Supply during Construction

7.18.1 The Contractor shall arrange for the temporary Power Supply at the site for construction purpose at its own cost.

7.182 Cost of water shall be as per prevailing rate and to be borne by the Contractor.

7.183 Cost of electricity required during construction shall be payable by the Contractor. For construction, temporary connection from Distribution Company shall be arranged by the Contractor as per applicable tariff.

7.184 HPGCL shall not provide facility for storage of material, and accommodation for labours at site. The Contractor shall make his own arrangement for the same. HPGCL has no objection for use of parcel of project land for temporary construction for Site Office, Store

etc during the construction phase. However, it is full responsibility of the Contractor to maintain hygienic condition for labour camp and accordingly the Contractor to construct necessary temporary blocks.

7.19 Labour Engagement

7.19.1 The Contractor shall be responsible to provide all wages and allied benefits to its labours engaged for execution of the project work and also to carry out Operation and Maintenance service. The Contractor shall remain liable to the authorities concerned for compliance of the respective existing rules and regulations of the government for this purpose and shall remain liable for any contravention thereof.

7.19.2 Strict adherence of various applicable labour laws like the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the Workman's Compensation Act, EPF Act, Contractor labour (Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. Authorities, shall be the responsibility of the Contractor and he shall have to make good loss, if any, suffered by HPGCL on account of default in this regard by the Contractor.

7.19.3 The contractor is encouraged to use local manpower as per the local statutory (labour) requirement, if any.

7.20 Handing Over –Taking Over

7.20.1 The Project shall be taken over by HPGCL upon successful completion of all tasks to be performed at Site(s) on equipment supplied, installed, erected and Commissioned by the Contractor in accordance with provision of this Tender. During handing over complete Project work, the Contractor shall submit the following for considering final payment:

Govt.

a. All as- Built Drawings;

b. Detailed Engineering Document with detailed specification, schematic drawing, circuit drawing and test results, manuals for all deliverable items, Operation, Maintenance & Safety Instruction Manual and other information about the project;

c. Bill of material; and

d. Inventory of spares at projects Site.

e. Copies of all warranties/guarantees.

7.20.2 Immediately after taking over of complete Plant, the same will be handed over to the Contractor for Operation & Maintenance for a period as mentioned in the Tender.

7.20.3 Handing over will be done only after Completion of Facilities and successful Operational Acceptance Test.

7.21 Termination on the death of Contractor

7.21.1 Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, the Engineer-in-Charge on behalf of HPGCL shall have the option of terminating the Contract without compensation to the contractor.

7.22 Retired Government servants taking to Contract

7.22.1 No engineer of gazette rank or other gazette officer employed in engineering or administrative duties in the Engineering Department of the Company is allowed to work as contractor for a period of two years of his retirement from Company's service without the previous permission of the Company. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be a person who had not obtained the permission of the Company as aforesaid before submission of the tender or engagement in the contractor's service as the case may be.

7.23 EPF

7.23.1 The contractor will deduct and deposit EPF of his labour staff/worker as applicable from time to time in his own EPF A/c code and then produce a photocopy of documentary evidence of EPF Challan with each R.A. Bill for the concerned period.

7.24 Miscellaneous

7.24.1 The project manager appointed by EPC contractor shall not be replaced without the prior written approval of HPGCL.

7.24.2 Any project manager or member of the Contractor at Site shall be replaced within a period of forty eight (48) hours of intimation by HPGCL without assigning any reason thereof.

7.24.3 The Contractor shall take care of all statutory, local clearance, approvals, etc.

7.24.4 All warranties on the equipment shall be in the name of HPGCL with reference to the Clause No. 6.39.

7.24.5 The Contractor shall be responsible for claiming and retaining any subsidy and shall quote only final price and responsibility of Project registration/ applications etc. shall lie with the Bidder only. In no case, HPGCL is responsible to provide any additional amount other than the EPC Contract Price & O&M Contract Price.

7.24.6 The Contractor shall provide arrangement for water drainage, which shall be appropriately arranged for dispersion/ evacuation as per the local statutory norms without causing any local inconvenience or hindrance.

7.24.7 The design philosophy and related specifications mentioned in this Tender are to be treated as baseline specifications. The Contractor may further improve the design of the Plant through minor modifications and execute the same contingent on HPGCL's approval of the new design or specification.


7.24.8 Based on reviewing the Project, if the progress is below expectation as judged based on HPGCL's discretion, then HPGCL shall reduce the Scope of the Contractor in part or full and assign the same to other contractor(s) at the risk and cost of the existing Contractor.

7.24.9 The Contractor shall continue to provide all the monitoring services, licenses, software, access to all information (real-time or stored) that were been used during the O&M

Contract period by the Contractor to HPGCL at the time of hand over at no extra cost to HPGCL for the rest of the life of the Plant.

7.24.10 The Contractor shall construct a dedicated site office including tables, chairs, functional power outlets, light, fan air conditioner, etc. for at least eight (8) people to host HPGCL's employees or authorized representatives at the time of construction of the Plant.

7.24.11 Provision for installing any additional monitoring equipment to facilitate on-line transfer of data shall be provided by the Contractor at the request of HPGCL.


Executive Engineer/Planning-I
for CE/DCRTPP (Planning Section, HQ)
HPGCL, Panchkula.

--- End of Section ---

Appendix 1: Instruction 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 offline in shape of Demand Draft in favour of "Accounts Officer/ Cash, HPGCL payable at Panchkula".

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.

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/MtnTrustline/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).

Appendix 2: Format for Covering Letter

To,

CE/DCRTPP (Planning Section, HQ)
Haryana Power Generation Corporation Limited,
C-7, Urja Bhawan, Sector-6,
Panchkula-134 109, Haryana

Sub: Submission of the Tender Document No 22/CE/PLG/SPP-334 Dated: 17.02.2021

Dear Sir,

We, the undersigned, have considered and complied with the "Instructions to Bidders" and have accepted the terms stipulated in the Tender Document No. 22/CE/PLG/SPP-334 Dated: 17.02.2021.

The Scope of Work to be offered by us shall include but not be limited to Design, Engineering, Procurement & Supply, Construction, Commissioning And Comprehensive Operation & Maintenance Five (5) Years Extendable for Five (5) Years for 6 MW Grid-Connected Solar Photovoltaic Power Plant at Village Chandpur (Faridabad).

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 handed over installed, interconnected, tested, commissioned and modified and we shall achieve commissioning in not later than One Hundred and Ninety (190) days from the date of issue of Lol.
- 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.
- 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 bidding 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 bidding 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 3: 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 4: Format of Details of Similar Technical Experience

INSTRUCTIONS:

- A. The Bidder shall indicate similar EPC 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 the discretion 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)	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

Appendix 5: Format of Details of Qualified Technical Staff

Sr. No.	Name	Relevant Qualification	Additional Certifications	Total Years of Relevant Experience	Remarks
1.					
2.					
3.					
4.					
5.					
6.					

Note: Kindly submit copies of resumes and appropriate certifications with this sheet.
Additional sheets may be used to provide accurate information.

Appendix 6: Format of Disclosure of PV Technology Proposed

PV MODULE	
Type	: Select One: <input type="checkbox"/> Poly-crystalline Silicon <input type="checkbox"/> Mono-crystalline Silicon above. Please specify <input type="checkbox"/> Other variant of the
Manufacturer	:
Model Number	:
Module Capacity	: W
No. of Cells per Module	:
No. of Modules	:
PV INVERTER	
Type	: Select One: <input type="checkbox"/> Central Inverter <input type="checkbox"/> String Inverter (NOT ALLOWED) <input type="checkbox"/> Micro Inverter (NOT ALLOWED) <input type="checkbox"/> Other, Please specify (NOT ALLOWED)
Configuration	: Select One: <input type="checkbox"/> Independent Operation <input type="checkbox"/> Master-Slave Operation <input type="checkbox"/> Other, Please specify.....
Manufacturer	:
Model Number	:
Inverter Capacity	: kW
Number of Inverters	:
MODULE TRACKING	
Type	: Select One: <input type="checkbox"/> Fixed <input type="checkbox"/> 1-Axis Manual Seasonal <input type="checkbox"/> 1-Axis, Fixed Tilt, Automatic, Daily Tracking <input type="checkbox"/> 1-Axis, Azimuth, Automatic, Daily Tracking <input type="checkbox"/> 2-Axis, Automatic, Tracking <input type="checkbox"/> Other, Please specify

Appendix 7: Format of Project Execution Plan

I. Division of Scope of Work

Discipline/ Equipment	Basic Engineering	Design/ Detailed Engineering	Procurement	Supply	Project Management	Construction / Fabrication/ Installation	Commissioning

NOTES:

1. Bidder shall clearly indicate the agency which will carry out each activity and the location of activity.
2. In case any activity is proposed with back-up consultant, Bidder shall clearly indicate role of back-up consultant
3. Bidder to identify major equipment / items and discipline

II. DETAILED PROJECT SCHEDULE

Sr.	Activity	Start Date	End Date
1.	Issue of Lol	Zero Date	
2.			
3.			

NOTES:

1. The Bidder shall ensure that the entire work is completed within 190 days of issue of Lol.
2. All Start Dates and End Dates to be indicated with respect to the Zero Date, e.g. +3 Days.

SIGNATURE OF BIDDER -----

NAME -----

DESIGNATION -----

HPGCL SEAL DATE -----



Appendix 8: Format of Declaration of Compliance

Date: _____

To:

CE/DGRTPP (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 for Design, Engineering, Procurement & Supply, Construction, Commissioning And Comprehensive Operation & Maintenance For Five (5) Years Extendable for Another Five (5) Years of 6 MW Grid-Connected Solar Photovoltaic Power Plant at Village Chandpur (Faridabad).

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 9: Format of No Deviation Certificate

Date: _____

To

CE/DCRTPP (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 And Comprehensive Operation & Maintenance For Five (5) Years Extendable for Another Five (5) Years of 6 MW Grid-Connected Solar Photovoltaic Power Plant at Village Chandpur (Faridabad).

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 10: Format of Declaration on Bidder's Relation to Directors

Date

To

CE/DCRTPP (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 And Comprehensive Operation & Maintenance For Five (5) Years Extendable for Another Five (5) Years of 6 MW Grid-Connected Solar Photovoltaic Power Plant at Village Chandpur (Faridabad)** 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 11: 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 And Comprehensive Operation & Maintenance For Five (5) Years Extendable for Another Five (5) Years of 6 MW Grid-Connected Solar Photovoltaic Power Plant at Village Chandpur (Faridabad)**, pursuant to the Tender Document **22/CE/PLG/SPP-334 Dated: 17.02.2021** 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.

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Appendix 12: Format of summary of Audited Financial Statements

To

CE/DCRTPP (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 Tender for Design, Engineering, Procurement & Supply, Construction, Commissioning And Comprehensive Operation, & Maintenance For Five (5) Years Extendable for Another Five (5) Years of 6 MW Grid-Connected Solar Photovoltaic Power Plant at Village Chandpur (Faridabad)

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 and net worth:

Financial Year	Turnover (in INR)	For Official Use Only	
		Audited Statement Attached?	
2019-20		Yes // No	
2018-19		Yes / No	
2017-18		Yes / No	

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

Sincerely yours,

[Official seal of the Chartered Accountant]

Date: [Insert Date]

Place: [Insert Place]

.....
 [Insert Name of the Chartered Accountant]

[Insert address and contact information of the Chartered Accountant]

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.

Appendix 13: Format of Authorization by Parent Company

[On the Official Letterhead of the Parent Company]

[Reference No.]
From: [Name of Parent Company]
[Address of Parent Company]
[Date]

To:

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

Sub: Authorization of use of financial capability by Parent HPGCL.

Ref: Request for Proposal for Bid for Tender for Design, Engineering, Procurement & Supply, Construction, Commissioning And Comprehensive Operation & Maintenance For Five (5) Years Extendable for Another Five (5) Years of 6 MW , Grid-Connected Solar Photovoltaic Power Plant at Village Chandpur (Faridabad).

Dear Sir,

- A. With reference to the abovementioned Tender, we confirm that we hold[Insert percentage of share held in words] percent ([Insert percentage of share held in figures] %) share in M/s. [Insert Name of the Bidder].
- B. We confirm that M/s. [Insert Name of the Bidder] is authorized by us to use our financial capability for meeting the financial criteria as specified in the Tender, meeting all the provisions including but not limited to terms and conditions of the Tender and undertaking the Scope of Work as defined in the Tender.
- C. We further confirm that we shall by jointly and severally be held responsible for the performance of M/s. [Insert Name of the Bidder] as per the various provisions including but not limited to the terms and conditions in undertaking the Scope of Work as defined in the Tender.
- D. Our financial summary is attached as a part of the Bid submitted by [Insert Name of the Bidder] as per the appropriate format indicated in the Tender.

For and on behalf of [Insert Name of Parent Company]

[Signature and Stamp of any Whole-Time Director]

Name: [Insert name of the Whole-Time Director]

Place: [Insert Place]

Date: [Insert Date]

[NOTE:

- A. The Authorization of use of financial capability by Parent Company shall be supported by a specific Board Resolution of the Parent Company satisfactorily conveying the same.]

Appendix 14: Format of Financial Proposal

Date:

To,

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

Sub: Financial Proposal for Bid for Tender for Design, Engineering, Procurement & Supply, Construction, Commissioning And Comprehensive Operation & Maintenance For Five (5) Years Extendable for Another Five (5) Years of 6 MW Grid-Connected Solar Photovoltaic Power Plant at Village Chandpur (Faridabad).

Dear Sir,

I, _____,

present the Financial Proposal for the Bid for "Tender for Design, Engineering, Procurement & Supply, Construction, Commissioning And Comprehensive Operation & Maintenance For Five (5) Years Extendable for Another Five (5) Years of 6 MW Grid-Connected Solar Photovoltaic Power Plant at Village Chandpur on EPC basis through the Tender Document No. confirming that:

- i. I agree to all the terms and conditions set forth in this Tender Document. If awarded the Project, the implementation of the Project 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.
- ii. Rates quoted in this Bid is for destination prices inclusive of all taxes (unless stated otherwise), levies, duties, packing, forwarding, freight, insurance, loading, unloading, supply, installation, commissioning, and any/all charges for successful Engineering, Supply & Installation, Construction, Comprehensive Operation and Maintenance of "Project" at the Site. The break-up of taxes considered are also furnished in price bid.
- iii. Rates quoted in this Bid are INCLUSIVE of taxes and duties. The statutory variation in taxes shall be admissible in accordance with the Clause no. 7.13 Taxes and duties of Tender Document. Under no circumstances shall escalation in the prices of this Tender Document be entertained.
- iv. The details quoted herein stand valid for at least six months from the date of opening of the Price Bid.



Table 14.A

Price Quote for EPC Contract for of 6 MW Solar Photovoltaic Power Plant at Village Chandpur (Faridabad)

Sr. No.	Item	Unit rate/ 6 MW (without taxes & duties)	Freight and transportation	Duties (if applicable)	GST (as applicable)	Final Rate For 6 MW SPV Plant
		(A)	(B)	(C)	(D)	(G)= (A+B+C+D+E+F)
		(In Rs.)	(In Rs.)	(In Rs.)	(In Rs.)	(In Rs.)
1	PV Modules					
2	Inverters					
3	Supply of Balance of System includes all equipment, materials, spares, accessories, MMS etc. excluding 1&2 above					
4	Civil work					
5	General work including erection, commissioning, testing etc. of entire plant including MMS excluding 4 above					
6= (1+2+3+4+5)	Total					
	"EPC Contract Price" quoted by the Bidder (In Words) (=TOTAL of Final Rate for 6 MW SPV Plant, Column (G))					

Note:

1. EPC cost with taxes and duties shall be considered for evaluation of bid.
2. No variation due to change in forex rate shall be admissible.
3. Payment shall be made in Indian National Rupees (INR) only. Bidder(s) has to quote their rate in INR only.
4. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between words and figures, the amount written in words will prevail.

Table 14.B
Price Quote for O&M Contract for 6 MW Grid-Connected Solar Photovoltaic Haryana (India)

Sr. No.	Head	Rate for Comprehensive O&M including all taxes (each year "O&M Contract Price")	NEEGG
		(In Rs.)	(In kWh)
1.	Operation and Maintenance of the 6 MW Plant for First Year .		
2.	Operation and Maintenance of the 6 MW Plant for Second Year .		
3.	Operation and Maintenance of the 6 MW Plant for Third Year .		
4.	Operation and Maintenance of the 6 MW Plant for Fourth Year .		
5.	Operation and Maintenance of the 6 MW Plant for Fifth Year .		
6.	Operation and Maintenance of the 6 MW Plant for Sixth Year .		
7.	Operation and Maintenance of the 6 MW Plant for Seventh Year .		
8.	Operation and Maintenance of the 6 MW Plant for Eighth Year .		
9.	Operation and Maintenance of the 6 MW Plant for Ninth Year .		
10.	Operation and Maintenance of the 6 MW Plant for Tenth Year .		
	TOTAL (In Figures)		
	TOTAL Rate for Comprehensive O&M including all taxes " Total O&M Contract Price" (In Words)		
	TOTAL NEEGG (In Words)		

All applicable taxes including service tax and any surcharge or cess thereon are included in the quoted number.

Signature: _____ Designation: _____

Name: _____

Address: _____

Seal of HPGCL / Organization:

Phone: _____

Email: _____

Appendix 15: Bid Evaluation Criteria (BEC)

The Evaluated Bid Value (EBV) shall be calculated using the following parameters:

Parameters Quoted by the Bidder:

- i. Quoted EPC Contract Price,
- ii. Quoted Annual Net Electrical Energy Generation Guarantee (NEEGG) at the metering point of the Plant for each year during the O&M period (of 10 years),
- iii. Quoted O&M Contract Price for each year during the O&M period (of 10 years),

Parameters assumed constant for evaluation of each Bidder:

- iv. Discount Factor of 10.00% annually.

The Evaluated Bid Value (EBV) shall be calculated using the abovementioned parameters as follows:

Step 1 : Quoted EPC Contract Price at the zeroth (0th) year

Step 2 : Net Present Value (NPV) of 10 years of O&M Cost quoted by the Bidder

Step 3 ADD : EPC Contract Price and NPV of O&M for 10 years

Step 4 : Summation of quoted NEEGG for 10 years

Step 5 DIVIDE (Sum of EPC Contract Price and NPV of each year O&M Contract Price for 10 years) by (Summation of quoted NEEGG for 10 years) i.e. (Step3/Step4)

The Evaluated Bid Value (EBV) shall be the Net Present Value (NPV) as calculated above.

Evaluated Bid Value (EBV) =

$$\frac{\text{EPC Cost} + \text{NPV of each year O\&M Contract Price of 10 years}}{\sum \text{NEEGG of 10 years}}$$

The Bidder with the lowest EBV in Rs./ kwh shall be the Successful Bidder.

EXAMPLE:

The following example (considering Constant Discount Factor as 10.81%) will further clarify the methodology of comparison:

Note: Figures quoted by Bidder are in **Box**

Figures Quoted by Bidder 1				Derived/ Evaluated Figures	
EPC Price	:	Rs.	55.0	Crore	
Year			NEEGG	O&M Cost	
			(MU)	(Rs. Cr.)	
0			NA	NA	
1			15.99	0.70	
2			15.83	0.70	
3			15.67	0.70	
4			15.52	0.70	
5			15.36	0.70	
6			15.21	0.70	
7			15.05	0.70	
8			14.90	0.70	
9			14.75	0.70	NPV of each year O&M Contract Price for 10 years (in Rs)
10			14.61	0.70	Rs. 4,15,55,134
Total			152.89	7.00	EBV (in Rs/ kWh)
					3.8691

Figures Quoted by Bidder 2				Derived/ Evaluated Figures	
EPC Price	Rs.	58.30	Creore		
Year		NEEGG	O&M Cost		
		(MU)	(Rs. Cr.)		
0		NA	NA		
1		16.50	0.94		
2		16.34	0.94		
3		16.17	0.94		
4		16.01	0.94		
5		15.85	0.94		
6		15.69	0.94		
7		15.53	0.94		
8		15.38	0.94		
9		15.23	0.94	NPV of each year O&M Contract Price for 10 years (in Rs)	5,58,02,608
10		15.07	0.94		
Total		157.77	9.40	EBV (in Rs/ kWh)	4.0490

Result:

- EBV in Rs/kWh of Bidder 1 is Rs. 3.8691 per kWh.
- EBV in Rs/kWh of Bidder 2 is Rs. 4.0490 per kWh.
- EBV of Bidder 2 is higher than Bidder 1.
- Hence, Bidder 1 would be preferred as the Successful Bidder compared to Bidder 2. Bidder with lower EBV in Rs./kWh shall be L-1 and Bidder higher than that shall be the L-2 and so on.

Appendix 16: Procedure for Performance Testing

Part A: Solar PV power plant Net power generation

1. The Contractor shall quote the 'Net Electrical Energy Generation Guarantee' for annual basis considering the Reference Global Average Radiation indicated in this Tender.
2. The Contractor shall demonstrate "Actual Delivered Energy" at metering point as compared to the 'Base NEEGG' for every year from the date of starting of O&M Period.
3. The quoted NEEGG as in Table no. 14 B in Appendix 14 for any year shall be permitted with maximum 1 % degradation factor in previous year generation.
4. The quoted NEEGG will be used for the calculating CUF.
5. The Bidder shall clearly mention the technology used i.e. fixed/tilt or seasonal tracker (please specify) as per Table given in Appendix 6.

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)

$$\text{Performance Ratio (PR)} = Y_A / Y_R$$

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/ m² 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 ± 2).
- One nos. calibrated pyranometer to determine irradiance on horizontal plane (with a target measurement uncertainty of ± 2)
- Two nos. thermocouples to measure module temperature with a measurement uncertainty of ± 1 °C.
- Shielded ventilated thermocouple with a measurement accuracy of ± 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.

Part C: The procedure for Performance Guarantee Test (PGT) - cum- Final Acceptance Test- shall be as follows:

1. A weather station with a calibrated pyranometer shall be installed by the Contractor at the location mutually agreed by the Contractor and HPGCL. The test report for the calibration shall be submitted by the Contractor for approval by HPGCL. The calibration should be traceable to a national/international laboratory. The output of this pyranometer for shall be logged in the SCADA system.
2. In case the pyranometer is found to be working erratically then immediately the Contractor shall take necessary steps to rectify and/or recalibrate the instrument to the satisfaction of HPGCL. However, for the dispute period for which such error has occurred and until the instrument is recalibrated to the satisfaction of HPGCL, data from any one of the following list of sources as decided by HPGCL will be used:
 - i. A separate pyranometer installed by the Company near the site, if available
 - ii. Average of two closest solar power projects, as identified by HPGCL
 - iii. Nearest MNRE weather station
3. "Actual Delivered Energy" from the plant supplied by the Contractor shall be noted for every month and summed up for entire year. For this purpose, the net delivered energy at the metering point shall be taken into account.
4. The measured value of energy at step (3) shall be compared with 'Base NEEGG' and hence with 'Base CUF' value. "Base NEEGG/ CUF" for a month is calculated by using the NEEGG quoted in the offer by the Contractor adjusted with a correction factor to take into account the

- actual average global solar radiation measured by the calibrated pyranometer for that year.
5. Further, if the plant is not able to achieve the calculated *Base NEEGG/CUF* during PGT and O&M period and there is a shortfall in energy generation, then the Contractor shall be penalized as per relevant Clause of the Tender.
 6. The Contractor shall share with HPGCL all the radiation, generation, etc. parameters details and all other factors necessary for HPGCL to corroborate the estimate. HPGCL has the right to cross verify data submitted by the Contractor by all possible means/sources.

Following factors may be noted for computing the Base NEEGG/ CUF:

7. Effect due to variation in annual insolation shall only be considered for computing the Base NEEGG/ CUF.
8. Effect due to variation of meteorological parameters e.g. ambient temperature, wind speed, humidity etc. shall not be considered.
9. **Generation loss due to grid outage (or power evacuation system which is not in the scope of the Contractor):** The measured global solar radiation of the period of the outage of the power evacuation system shall be excluded to calculate average global solar radiation for the period of PGT and O&M.

Appendix 17: 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 18(A): Format of EMD in the shape of 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. The EMD for individual project shall be submitted]

Ref.: _____

Bank Guarantee No.: _____

Date: _____

To,

CE/DCRTPP (Planning Section, HQ)
Haryana Power Generation Corporation Limited,
C-7, Urja Bhawan, Sector-6,
Panchkula-134 109, Haryana

BANK GUARANTEE FOR EARNEST AMOUNT DEPOSIT

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) is setting-up 6 MW Solar Photovoltaic Grid-connected Power Plant at Old Ash Dyke (FTPS), Faridabad, Haryana (India) (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 And Comprehensive Operation & Maintenance For Five (5) Years Extendable for Another Five (5) Years** of 6 MW Solar Photovoltaic Grid-connected Power Plant, 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"), include its successors and assignees vide Tender No. dated [hereinafter called "the Tender"] which expression shall include any amendments / alterations to the Tender by the company for execution of services for the company and the company having agreed to accept Bank Guarantee towards Earnest money deposit for the same amount i.e. Rs./- (Rupees only) for the fulfillment and the performance of the said tender in terms thereof.

This Bank Guarantee by the Tenderer will be forfeited as per Tender Documents if

- i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
- ii) The tenderer does not commence the work within the period as per Letter Of Intent (LOI) / Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.

Earnest Money i.e Bank Guarantee in this case is to be submitted by the tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to him by the company and the company has every right to encash the Bank Guarantee and the tenderer has to forfeit the same.

Bank Guarantee shall not carry any interest.

1. We, (Bank), having office at address [hereinafter referred to as "The Bank"] which expression shall unless repugnant to the context or contrary to the meaning thereof, include its successors and assignees, at the request and on behalf of the tenderer hereby agree to pay to the company without any demur on first demand an amount not exceeding Rs./- [Rupees only] against any loss or

damage, costs charges and expenses caused to or suffered by the company by reason of non performance and non fulfillment or for any breach on the part of the Tenderer of any of the terms and conditions of the said tender.

2. We, (Bank), further agree that the company shall be the sole judge whether the said tenderer has failed to perform or fulfill the said tender in terms thereof or committed breach of any of the terms and conditions of the tender and the extent of loss, damage, costs, charges and expenses suffered or incurred or would be suffered or would be incurred by the company on account thereof.

3. We, (Bank), further agree that the amount demanded by the company as such shall be final and binding on the Bank and the Bank undertake to pay to the company the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the tenderer or any suit or other legal proceedings including arbitration pending before any Court, Tribunal or Arbitrator relating thereto and the Bank's liability under this guarantee being absolute and unconditional.

4. We, (Bank), further agree with the company that the company shall have the fullest liberty without our consent and without affecting in any manner the Bank's obligations hereunder to vary any of the terms and conditions of the said tender or extend time for the performance by the tenderer from time to time or to postpone for any time any of the powers exercisable by the company against the tenderer and to forbear to enforce any of the terms and conditions relating to the Tender and the Bank shall not be relieved from its liability by reason of any such variation or extension being granted to the tenderer or for any forbearance, act or omission on the part of the company or any indulgence by the company to the tenderer or by any such matter or things whatsoever which under the law related to sureties would but for this provision have the effect of relieving the Bank.

5. We, (Bank), further undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing.

6. This guarantee shall not be affected by any changes in the constitution of the tenderer or the Bank or the company and shall remain in full force and effect until the liabilities of the Bank are discharged by the company.

Notwithstanding anything to the contrary:

1. Our liability under this Bank Guarantee shall not exceed Rs.-/- [Rupees only]

2. This Bank Guarantee shall be valid upto date

3. The Bank is liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if the company serve upto the Bank written claim or demand on or before date

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

Appendix 18 (B): 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,

CE/DCRTPP (Planning Section, HQ)
Haryana Power Generation Corporation Limited,
C-7, Urja Bhawan, Sector-6,
Panchkula-134 109, Haryana

PERFORMANCE BANK GUARANTEE FOR CONTRACT PERFORMANCE

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) is **setting-up 6 MW Grid-Connected Solar Photovoltaic Power Plant at Village Chandpur (Faridabad)** (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 And Comprehensive Operation & Maintenance For Five (5) Years Extendable for Another Five (5) Years of 6 MW, Grid-Connected Solar Photovoltaic Power Plant at Village Chandpur (Faridabad)** 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 EPC Contract Price 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 forbear 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, Table B whichever is later,

2

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 EPC Contract Price> and the Guarantee shall remain in force up to and including _____

This Bank Guarantee shall be revalidated automatically till the Contract 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 here under 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 19: Format of O&M 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,

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

O&M BANK GUARANTEE FOR CONTRACT PERFORMANCE

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) is setting-up of 6 MW Grid-Connected Solar Photovoltaic Power Plant at Village Chandpur (Faridabad) (Hereinafter referred to as "Project").

WHEREAS the Company has placed a Letter of Intent No...
Urja Bhawan, Sector-6, Panchkula-134 109, Haryana 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 And Comprehensive Operation & Maintenance For Five (5) Years Extendable for Another Five (5) Years of 6 MW Grid-Connected Solar Photovoltaic Power Plant at Village Chandpur (Faridabad) 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 EPC Contract Price i.e. Rs. against any loss or damage, costs, charges and expenses caused to or suffered by Company by reason of non-performance and fulfilment or for any breach on the part of the Contractor of any of the terms and conditions of the referred Tender Document/Contract Agreement.

We, _____ Bank, further agree that the Company shall be the sole judge whether the

said Contractor has failed to perform or fulfil the O&M scope of work and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Company on account thereof and we waive in favour of the Company all the rights and defences to which we as Guarantors and/or the Contractor may be entitled to.

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} days from [the date of both A) Completion of Facilities and B) Successful Operational Acceptance Test, whichever is later,] 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 the 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.

NOTWITHSTANDING anything herein before above contained, the liability of the Bank under this Guarantee shall be restricted to Rs..... <10% of the EPC Contract Price> and the Guarantee shall remain in force up to and including

..... [One year plus 45 days from the date of both A) Completion of Facilities and B) Successful Operational Acceptance Test, whichever is later],

This Bank Guarantee shall be revalidated automatically till the Operational & Maintenance Period is over.

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

Appendix 20: Format of Agreement between HPGCL and the Contractor

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.



Annexure 1: Details of Plant Location and Site Analysis

A. Project Site at Village Chandpur, Faridabad

6 MW Solar Photovoltaic Grid-Connected Power Plant at Village-Chandpur, Tehsil-Ballabgarh, District-Faridabad, State- Haryana.

The 6 MW grid-connected solar PV Project is to be developed on the Panchayat land. The proposed land is in shamilat deh measuring 30 Acre 4 Kanal 0 Marla measuring Khasra No. 3//18(6-5), 13(8-0), 21(8-0), 22(8-0) 23/1(5-15), 6//1(8-0), 2(8-0), 3/1(5-5), 8/2(4-17), 9(8-0), 10(8-0), 11(8-0), 12(8-0), 13/1(4-8), 18/2(4-0), 19(8-0), 20(8-0), 21(8-0), 22(8-0), 23/1(3-12), 11//1(8-0), 2(8-0), 3/1(3-3), 8/3(2-15), 9(8-0), 10(8-0), 11(8-0), 12(8-0), 19(9-18), 20(8-0), 21(8-0), 22(9-10), 14//1(8-0), 2(8-12) at village Chandpur, tehsil ballabgarh, district Faridabad, State Haryana.

--- End of Section ---

Annexure 2: Soil Investigation Report

The soil test is to be got done by the bidders at their own cost. HPGCL shall not have any responsibility in this regard. Bidder/ Contractor is advised to and is solely responsible to carry out detailed Geotechnical investigation to ascertain soil parameters of the proposed site for the planning / designing / construction / providing guarantee / warranty of all civil work including but not limited to foundations / piling for module mounting structures, HT lines, 33 kV switchgear equipment etc.

--- End of Section ---

Geotechnical
Investigation
for the project

Annexure 3: Water Test Report

The water test is to be got done by the bidders at their own cost. HPGCL shall not have any responsibility in this regard. Bidder/ Contractor is advised to and is solely responsible to carry out detailed investigation to ascertain water parameters of the proposed site for the planning / designing / construction / providing guarantee / warranty of all civil work including but not limited to foundations / piling for module mounting structures, HT lines, 33 kV switchgear equipment etc.

--- End of Section ---

Disclaimer

- i. The information contained in this Tender or amendments, annexure or attachments subsequently provided to Bidders, in documentary or in any other form, by or on behalf of HPGCL, any of their employees, consultants or advisors, is provided to Bidders on the terms and conditions set out in this Tender and such other terms and conditions subject to which such information is provided.
- ii. This Tender is not an agreement and is neither an offer nor invitation by HPGCL to the prospective Bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in the formulation of their Bid for qualification pursuant to this Tender. This Tender includes statements, which reflect various assumptions and assessments arrived at by HPGCL or their employees or consultants or agents, in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender may not be appropriate for all persons, and it is not possible for HPGCL, their employees or consultants to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender.
- iii. The assumptions, assessments, statements and information contained in this Tender may not be complete, accurate, adequate or correct. Each Bidder should therefore conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender and obtain independent advice from appropriate sources.
- iv. Information provided in this Tender to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given may not be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. HPGCL would not bear any responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- v. HPGCL, its employees and consultants make no representation or warranty and shall have no liability to any person, including any Bidder or Bidders, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of this Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way with prequalification of Bidders for participation in the Bidding process.
- vi. HPGCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender. HPGCL may, in their respective absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender.
- vii. The issuance of this Tender does not imply that HPGCL is bound to select and shortlist prequalified Bids or to appoint the selected Bidder, as the case may be, for the Project and

HPGCL reserves the right to reject all or any of the Bid or Bids without assigning any reasons whatsoever.

- viii. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, estimation, travel, expenses associated with any demonstrations or presentations which may be required by HPGCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and HPGCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid regardless of the conduct or outcome of the Bidding process.

--- End of Section ---

NOTES

AS

