

responsible for any defects in the work due to faulty workmanship or due to use of sub-standard materials in the work. Any defects in the work during the guarantee period shall therefore, be rectified by the Contractor without any extra cost to HPGCL within a reasonable time as may be considered from the date of receipt of such intimation from HPGCL failing which HPGCL shall take up rectification work at the risk and cost of the Contractor.

#### 6.39.9 Material Warranty:

Material Warranty is defined as: The manufacturer should warrant the Solar Module(s) to be free from the defects and/or failures specified below for a period not less than ten (10) years from the date of sale to the Solar Power Company:

- Defects and/or failures due to manufacturing defects and/or failures due to materials, including PID defect
- Non-conformity to specifications due to faulty manufacturing and/or inspection processes.

If the solar Module(s) fails to conform to this warranty, the manufacturer will repair or replace the solar module(s), at HPGCL's sole option.

#### (a) Performance Warranty:

The manufacturer should warrant the output of Solar Module(s) for at least 90% of its rated power at the end of 10 years and 80% of its rated power at the end of 25 years from the date of receipt of modules on Site.

If, Module(s) fail(s) to exhibit such power output in prescribed time span, the Contractor will either deliver additional PV Module(s) to replace the missing power output with no change in area of land used or repair or replace the PV Module(s) with no change in area of land used at HPGCL's sole option. Total land available from HPGCL is fixed and the bidder shall design the plant so that in this case he has enough space within this land to accommodate additional capacity.

#### 6.39.10 Insurance

The PV module power output warranty as per technical specification shall be insured and backed up through an insurance policy by a reputed insurance company which will cover against the PV module power output warranty in case of insolvency or bankruptcy of the PV module manufacturer. The bidder shall submit to HPGCL a suitable insurance policy specifically for HPGCL Plant/ Plant under consideration with HPGCL as beneficiary in the policy, which will cover the entire life (25 years) of the project.

#### 6.40 Arbitration

6.40.1 All matters, questions, disputes, differences and / or claims arising out of and / or concerning, and /or in connection with, and /or in consequence of, and /or relating to any contract, whether or not obligations of either or both the Certifying agency and the Corporation under that contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the sole arbitration of MD, HPGCL or an officer appointed by MD, HPGCL as his nominee. The award of the Arbitrator shall be final and binding on both the parties to the contract.

6.40.2 The objection that the Arbitrator has to deal with matters, to which the contract relates, in the course of his duties or, he has expressed his views on any or all of the matters in dispute or difference, shall not be considered as a valid objection.

6.40.3 The Arbitrator may, from time to time, with the consent of the parties to the contract enlarge the time for making the award. The venue of the arbitration shall be the place from which the acceptance of offer is issued or such other place as the Arbitrator, in his discretion, may determine.

#### **6.41 Court of Competent Jurisdiction**

6.41.1 The Courts of Panchkula for HPGCL shall have exclusive jurisdiction in all matters arising under the Contract.

#### **6.42 Law and Procedure**

6.42.1 The law which is to apply to the Contract and under which the Contract is to be construed shall be Indian Law.

#### **6.43 Construction of Contract**

6.43.1 The Contract shall in all respect be construed and operated, as a Contract as defined in the Indian Contracts Act, 1872, and all the payments there under shall be made in Indian Rupees unless otherwise specified.

#### **6.44 Notices**

6.44.1 For all purpose of the Contract, including arbitration there under, the address of the Contractor mentioned in the Bid shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified a change by a separate letter containing no other communication and sent by registered post with acknowledgement due to HPGCL. The Contractor shall be solely responsible for the consequence of an omission to notify change of address in the manner aforesaid.

6.44.2 Any communication or notice on behalf of the Company in relation to the Contract Agreement may be issued to the Contractor by the Company and all such communication and notice may be served on the Contractor either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of the officer.

6.44.3 Instructions or notices to the Contractor and notices from the Contractor to HPGCL recorded in a minute signed by the authorized representatives of both HPGCL and the Contractor. Such notice or instruction shall be valid notice of instruction for the purpose of the Contract.

#### **6.45 Final Bill**

6.45.1 The Final EPC Bill relating to the Contract shall be prepared only after the Performance Guaranteed Test of the plant has been observed as under **Appendix 16: Procedure for Performance Testing** and it will include the adjustments of all claims against the Contractor by the Company and awarded in its favour by the arbitrator up to the date of preparation of the final bill.

#### **6.46 Degradation of Solar Modules**

6.46.1 The Contractor should warrant for the output of each Solar Module(s) for at least 90% of its actual rated capacity at Standard Testing Condition after initial 10 years and 80% of

its rated capacity after 25 years upon commissioning of the Plant.

6.46.2 The derating of module should not be more than 1% in any year except for the first year of operation, which should be limited to 3.0%.

6.46.3 If, Module(s) fail(s) to exhibit such power output, the Contractor will either:

a. Deliver additional PV Module(s) to replace the loss of power output with no change in area of land used;

<or>

b. Repair or replace the existing PV Module(s) with no change in area of land used;

<or>

c. Compensate HPGCL with an amount equivalent to the loss of revenue from the date of audit to 25<sup>th</sup> years which shall be calculated based on Net Present Value of amount of loss of revenues from the date of audit to 25<sup>th</sup> years discounted at the rate of HPGCL's cost of capital.

6.46.4 The Company will specifically do the audit of solar PV module by third-party at any point of the operation period and in case the Contractor fails to demonstrate the value as per the maximum deration allowed then, the Contractor shall compensate as per the Clause no. 6.46.3.

#### **6.47 Risk Purchase**

6.47.1 If the Contractor fails, on receipt of the Lol, to take up the work within a reasonable period or leave the work Site after partial execution of the work, HPGCL shall have the liberty to get the work done through other agency at the Contractor's own risk and additional cost if any. If the situation, so warrants, to compel HPGCL to cancel the Lol placed on the Contractor, it shall be liable to compensate the loss or damage, which HPGCL may sustain due to reasons of failure on Contractor's part to execute the work in time.

#### **6.48 Confidential Information**

6.48.1 HPGCL and the Contractor shall keep confidential and shall not, without the written consent of the other Party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from HPGCL to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this Clause 6.48.

6.48.2 Notwithstanding the generality of the foregoing Clause 6.48.1, all maps, plans, drawings, specifications, schemes and the subject matter contained therein and all other information given to the Contractor, by the Company in connection with the performance of the Contract shall be held confidential by the Contractor and shall remain the property of the Company and shall not be used or disclosed to third parties by the Contractor for any purpose other than for which they have been supplied or prepared. The Contractor may disclose to third parties, upon execution of secrecy agreements satisfactory to the Company, such part of the drawings, specifications or information if such disclosure is necessary for the performance of the Contract.

- 6.48.3 Maps, layouts and photographs of the unit/ integrated plant including its surrounding region's showing vital installation for national security shall not be published or disclosed to the third parties or taken out of the country without prior written approval of the Company and upon execution of secrecy agreements satisfactory to the Company with such third parties prior to disclosure.
- 6.48.4 Title to secret processes, if any, developed by the Contractor on an exclusive basis and employed in the design of the unit shall remain with the Contractor. The Company shall hold in confidence such process and shall not disclose such processes to the third parties without prior approval of the Contractor and execution by such third parties of secrecy agreements satisfactory to the Contractor prior to disclosure.
- 6.48.5 Technical specifications, drawings, flow sheets, norms, calculations, diagrams, interpretations of the test results, schematics, layouts and such other information which the Contractor has supplied to the Company under the Contract shall be passed on to the Company. The Company shall have the right to use these for construction erection, start-up, commissioning, operation, maintenance, modifications and/ or expansion of the unit including for the manufacture of spare parts.
- 6.48.6 The obligation of a party under this Clause 6.48, however, shall not apply to that information which:
- a. now or hereafter enters the public domain through no fault of that Party,
  - b. can be proven to have been possessed by that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party hereto, or
  - c. otherwise lawfully becomes available to that Party from a third party that has no obligation of Confidentiality.
- 6.48.7 The above provisions of this Clause 6.48 shall not in any way modify any undertaking of Confidentiality given by either of the Parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.
- 6.48.8 The provisions of this Clause 6.48 shall survive Termination, for whatever reason, of the Contract.

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

--- End of Section ---

## **Chapter-7**

### **7 Special Terms and Condition**

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#### **7.1 Definition**

- 7.1.1 The General Terms and Conditions as well as the Special Terms and Conditions of the Tender are complementary to each other, and wherever there is a conflict, the Special Terms and Conditions shall prevail.

#### **7.2 Objective of the Project**

- 7.2.1 The main objective of this project is "Design, Engineering, Procurement & Supply, Construction, Commissioning And Comprehensive Operation & Maintenance For Five (5) Years extendable upto next Five (5) years of the following:-
- (i). 20 MW Grid Connected Solar Photovoltaic Power Plant at Old Ash Dyke (FTPS), Faridabad in the state of Haryana for HPGCL.

#### **7.3 Compliance with UHBVN/ DHBVN/ HPPC/ HVPNL Guidelines**

- 7.3.1 The Bidders and Contractor shall make themselves fully aware of and comply with the norms and guidelines provided by UHBVN/ DHBVN/ HPPC/ HVPNL if any, towards the Project.
- 7.3.2 The Contractor shall ensure that the Project shall comply with all the norms and guidelines of UHBVN/ DHBVN/ HVNL/ HPPC if any, and subsequent clarifications or amendments issued from time to time. The Contractor is required to refer the compliance documents of UHBVN/ DHBVN/ HPPC if any, for necessary compliances of UHBVN/ /DHBVN/ HVNL/ HPPC requirements.
- 7.3.3 In case of any conflict between the compliance of UHBVN/ DHBVN/ HVNL/ HPPC and this Tender or any aspect of the Project, the Contractor shall immediately notify HPGCL for clarity.
- 7.3.4 Any changes in the Tender or the Contract including but not limited to the Scope of Work, Guarantees and Warranties to comply with the guidelines or provisions of the Scheme under which this project is being executed shall have no bearing on the EPC Contract Price & O&M Contract Price.

#### **7.4 Project Site**

- 7.4.1 Details of the Project Site will be as per the Annexure 1: Details of Plant Location and Site.

#### **7.5 Scope of Service**

- 7.5.1 The item of work to be performed on all equipment and accessories shall include but not limited to the following:
- a. Transportation, unloading, receiving and storage at site.
- b. Arranging to repair and/ or re-order all damaged or short-supply items.

- c. Final check-up of equipment and commissioning and putting the system into successful operation, feeding power to the local internal grid.

#### **7.6 Training of HPGCL's Personnel**

- 7.6.1 The Bidder shall provide training on Plant operations and maintenance to three (3) teams of 5-10 personnel each (Engineers and Technician/ Operators) of HPGCL as and when requested by HPGCL.

#### **7.7 Mode of Execution**

- 7.7.1 The entire work shall be executed on turnkey basis. Any minor item(s) not included in the schedule but required for completion of the work shall have to be carried out/ supplied without any extra cost. Such works, not listed in the schedule of works but elaborately described to perform or to facilitate particular operation(s) required for completion of the project shall be deemed to have been included in the scope of this work and the Contractor shall supply, install the same without any extra cost.

#### **7.8 Programme of Work**

- 7.8.1 The Contractor shall submit the programme of work within 15 days from the date of receipt of Letter of Intent. The programme shall include a Bar Chart indicating there in the starting position and completion date of each of the major items of work.

#### **7.9 Starting of Work**

- 7.9.1 The Contractor shall be required to start the work within 15 (fifteen) days from the date of issue of Letter of Intent and shall thereof, report to HPGCL accordingly.

#### **7.10 Completion Schedule**

- 7.10.1 The time of completion and Commissioning of the Plant is One Hundred and Ninety Days (190) from the date of issue of Letter of Intent. The O&M Contract Period is initially for five (5) years, which can be extended for next five (5) years on sole discretion of HPGCL.
- 7.10.2 The Contractor shall inform HPGCL at least sixty five (65) days advanced preliminary written notice and at least thirty five (35) days advanced final written notice, of the date on which it intends to synchronize the Power Project to the Grid System.
- 7.10.3 The Contractor shall prepare the completion schedule accordingly and in conformity with provisions of technical specifications and carry out the work as per this schedule subject to "Force Majeure" conditions. The Contractor shall mobilize resources keeping in view, the above scheduled completion period.
- 7.10.4 The Contractor shall provide the power evacuation schedule as and when required or asked by any Central or State Government agency(s).

#### **7.11 Site Inspection & Basis of Bid**

- 7.11.1 The volume and quantity of work indicated in schedule of works may vary. The Contractor should visit the Site before quoting rate for civil works. After taking in to consideration all aspects of the site, condition of soil etc., the Contractor should quote for

civil works. No extra claim will be entertained at post bidding stage. The foundation design of module structure and the building shall have to be approved by HPGCL. In case of any defects arising in the building during guarantee period, the Contractor shall have to rectify the same at its own cost.

The site visit alongwith the representative(s) of HPGCL is recommended for bidders before submission of bid. The prospective bidders may coordinate with the representative(s) of HPGCL well in advance for the site visit.

#### **7.12 Price Escalation**

7.12.1 The rate(s) quoted against the work shall remain firm during the entire Contract period.

#### **7.13 Taxes and Duties**

7.13.1 The price quoted shall be inclusive of all applicable taxes, duties, levies as applicable (as per the format of the Financial Proposal), which shall be paid on production of documentary evidences for the same.

7.13.2 Bidders shall quote the rates as well as taxes and duties based on the concessional exemption in the same that can be availed by the Bidder. HPGCL shall only provide documents (if requested) to facilitate the Contractor. However, all the exemptions for ED & CD or any other from MNRE has to be taken by the Contractor.

7.13.3 Statutory variations in the tax shall be permitted as under.

**(A) Statutory variations during original contractual completion period:**

- (i) If any increase takes place in taxes and duties due to statutory variation, then HPGCL shall admit the same on production of documentary evidences.
- (ii) If any decrease takes place in taxes and duties due to statutory variation, the same shall be passed on to HPGCL or HPGCL shall admit the decreased rate of taxes and duties while making the payment.

**(B) Statutory variations beyond original contractual completion period:**

- (i) If reasons for extension of contractual completion period is attributable solely to HPGCL, the provisions of (A) (i) above shall apply.
- (ii) If reasons for extension of contractual completion period is attributable to Bidder, then:
  - (a) If any increase takes place in taxes and duties due to statutory variation, then HPGCL shall not admit the same; however HPGCL shall admit the taxes and duties at the rate prevailing during payment of last invoice raised during original contract completion period.
  - (b) If any decrease takes place in taxes and duties due to statutory variation, the same shall be passed on to HPGCL or HPGCL shall admit the decreased rate of taxes and duties while making the payment.

7.13.4 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.
- 7.18.2 Cost of water shall be as per prevailing rate and to be borne by the Contractor.
- 7.18.3 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.
- 7.18.4 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:
- 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.

  
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--- 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/MtnITrustline/SafeScripTCS.

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. ....../.....**

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. **24/CE/PLG/FTPS/SPP-303/Vol-XI** 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 20MW Grid-Connected Solar Photovoltaic Power Plant at Old Ash Dyke FTPS, Faridabad Haryana (India), respectively.

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 \_\_\_\_\_

Q

### Appendix 3: Format of Details of Bidder

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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:
- Q



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**

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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

<b>PV MODULE</b>	
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	:
<b>PV INVERTER</b>	
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	:
<b>MODULE TRACKING</b>	
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 .....