



**UTTAR HARYANA BIJLI VITRAN NIGAM LIMITED**  
(A Power Distribution & Retail Supply Utility, Govt. of Haryana)  
Regd. & Corp. Office: C-16, Vidyut Sadan, Sector-6, Panchkula, Haryana  
Ph no. 0172-2564205, Website-www.uhbvn.org.in  
CIN No. U40109HR1999SGC034166, Email: [cecommercial@uhbvn.org.in](mailto:cecommercial@uhbvn.org.in)

as deemed fit by the Employer. Any Enlisted firm / firm who has been either black-listed, barred or whose business has been suspended by any Govt./semi-Government power utility of India, the Enlisted firm's application shall not be entertained under any circumstances and the detection of the such default at any stage of the empanelment shall be liable for cancellation of empanelment without any notice.

- v. All submitted documents shall be self-attested by the firm's authorized signatory & his nomination / name to sign on behalf of the firm shall be authenticated by Power of Attorney executed by senior executive(s) like MD, Proprietor, President etc., of the firm.
- c) The above stated requirements are minimum and the Employer reserves the right to ask for any additional information and also reserves the right to reject the proposal of any applicant, if, in the opinion of the Employer, the qualification data is incomplete or the applicant is found not qualified to satisfactorily perform the Contract.

### **3. Earnest Money Deposit (EMD)**

- a) The bidders shall not be required to furnish Earnest Money, instead, bidders shall sign a "Bid Security Declaration" as per Annexure-I accepting that if they withdraw or modify their Bids during the period of validity, or if they are empanelled and they fail to submit a Performance Bank Guarantee before the deadline defined in the tender document, they will be suspended for a period of 5 years from being eligible to submit Bids/ Proposals for contracts with UHBVN.
- b) The bids not accompanied with "Bid Security Declaration" shall be ignored/rejected.



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#### 4. Security Deposit/Performance Bank Guarantee(PBG)

- a) The successful enlisted firm shall arrange to furnish performance bank guarantee @Rs. 2000 per KW subject to maximum of Rs 15,00,000/- (Fifteen Lac) within 15 days from the date of issue of detailed letter of empanelment. The PBG shall be issued in the favour of CE/Commercial, UHBVN, Panchkula. The amount of PBG shall be as follows:-

<b>Capacity Range</b>	<b>Minimum initial allocated Capacity (in kWp)</b>	<b>Minimum Security Amount (Rs.)</b>
1kW	50	100000
>1kW to 2KW	100	200000
>2KW to 3KW		
>3KW to 10KW	250	500000
>10KW to 100KW		
>100 KW to 500KW		

- b) In the event UHBVN allocate less/more than the above prescribed allocation, security amount shall be calculated as per point 4(a) above subjected to maximum of Rs. 15,00,000/- (Fifteen lac).
- c) The Performance Bank Guarantee must be valid for a period of 63 months from last day of validity of empanelment.
- d) In case the validity of empanelment is extended by UHBVN, then the bidder will be required to increase the validity of the PBG to 63 months from extended last date of empanelment.
- e) Failing to furnish the PBG by the empanelled firm within the time limit specified in point 4(a) above, following action shall be taken by the UHBVN:-
- No CFA shall be released to the firm. This amount shall be released after submission of BG.
  - Further penalty @0.35% per week or part thereof subject to maximum of 2% of the value of the Bank Guarantee shall be



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imposed by the UHBVN, if the bank guarantee is not submitted within 15 days from the date of issue of letter of empanelment.

- iii. In case BG is not submitted within 45 days from the issue of letter of empanelment by CE Commercial, UHBVN the employer reserves the right to withdraw the letter of empanelment in addition to suspend the bidder as per Clause 3 above.
- f) The Performance Bank Guarantee will be refunded after warranty period of last system installed.
- g) The Performance Bank Guarantee shall be encashed by UHBVN if the Empanelled company failed to provide the services towards the CMC of plants installed during Empanelled period or if the plant is not installed as per specifications or in the case of any fraudulent practices.
- h) If the firm has serious complaints related to the installation of system during the period of warranty, then the system will be got rectified at the risk and cost of the firm and the expenditure incurred on rectification will be recovered from the due payments of the firm and also forfeit the security deposit. Other penal actions as mentioned in this document will also be taken against the firm.
- i) If the empanelled firm does not receive any order during empanelment period than security deposit will be returned after the completion of Empanelment period.
- j) Eligible Micro & Small Enterprises (MSEs) firms are also exempted for payment of EMD but as this is an empanelment, the work orders are not to be placed by DISCOMS, the required Security Deposit (SD) shall be deposited by the empanelled firms.

## **5. Benefits/concessions to the Haryana based Micro, Small & Medium Industrial Enterprises**

Following benefits/concessions to the Haryana based Micro, Small & Medium Industrial Enterprises, who are manufacturer of either Solar



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PV module or Solar cells only, if participating directly not through intermediaries for empanelment, shall be given:

A. Concessions/benefits to Micro & Small Enterprises (MSEs):-

Sr. No.	Area as part of Qualifying requirements	Concessions/benefits allowed to MSEs	Eligibility
i.	Tender Fee	Exemption on the payment of Tender Fee subject to fulfillment of conditions as per eligibility	Manufacturing Micro & Small Enterprises (MSEs) (including Khadi & Village Industries/Units) who have filed Entrepreneurs Memorandum/UDYAG AADHAR in Haryana in respect of the quoted items, participate directly in tender and not through any intermediaries (their dealers/agents/distributors), will not subcontract to any other firm and to carry the entire manufacturing at their enterprise.
ii	Turnover	a. Micro Enterprises: Concession of 80% on Turnover condition imposed as qualifying criteria. b. Small Enterprises: Concession of 70% on Turnover condition imposed as qualifying criteria.	Concerned MSE will be required to submit the copy of Entrepreneurs Memorandum/UDYAG AADHAR in respect of its category of Micro/Small



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			issued to the firm by the Industries Department Haryana as part of Technical Bid.
iii	Past Performance & Experience	Exempted in respect of Past Performance & Experience as part of Qualifying Requirements of the tender subject to fulfillment of conditions as per eligibility	<p>Manufacturing Micro &amp; Small Enterprises (MSEs) (including Khadi &amp; Village Industries/Units) who have filed Entrepreneurs Memorandum/UDYAG AADHAR in Haryana and further:</p> <p>(a) Those MSEs have Quality Certification of ISI/ISO/AgMark/Quality mark issued form competent authority in State or Central Govt. in respect of the items/goods mentioned in the tender OR/AND</p> <p>(b) Those who are registered with DGS&amp;D/NSIC/GOI Department/State Govt. Department/GOI PSUs/State Govt. PSUs in respect of the items/goods mentioned in the tender.</p> <p>The firm will be required to submit the detailed information in respect of above through an affidavit as</p>



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			per the format Annexure-I provided in policy guidelines issued vide GO No. 2/2/2010-41B-II of dated 20.10.2016.
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**B. Concessions/benefits to Medium Enterprises:-**

Sr. No.	Area as part of Qualifying requirements	Concessions/benefits allowed to Medium Enterprises	Eligibility
i.	Past Performance & Experience	Exemption on Qualifying Requirement of Past Performance & Experience as part of Qualifying Requirements of the tender subject to fulfillment of conditions as per eligibility.	Manufacturing Medium Enterprises of State that have filed Entrepreneurs Memorandum/UDYAG AADHAR for quoted items in Haryana, participate directly in tender and not through any intermediaries (their dealers/agents/distributors), and will not subcontract to any other firm and to carry the entire manufacturing at their enterprise. This concession will be applicable only for one year to newly registered Medium Enterprises or Medium Enterprises of State who are not eligible in State



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			Public Procurement due to eligibility criteria of past performance & experience. The firm will be required to submit the detailed information in respect of above through an affidavit as per the format of Annexure-II enclosed with the GO No. 2/2/2016-4IBII(1) dated 20.10.2016 of Department of Industries and Commerce Haryana.
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(Document to be uploaded: Relevant document supporting the claim.)

## 6. Capacity Distribution

The empanelled firms/agencies shall initially be allocated capacity as mentioned in clause 4 (a) of ITB above which can be enhanced at later stage. Once the allocated capacity is met by the bidder, additional capacity if available can be applied for by the empanelled firms/agencies along with additional security deposit as per clause 4 of ITB above. Any decision regarding allocation of quantity to bidders/vendors shall be sole discretion of UHBVN and bidding to all.

During execution of work, the allocated capacity/quantity can be altered keeping in view of performance of empanelled individual firm/agency. The decision of UHBVN in this regard shall be final and binding to all.

In case empanelled firm/agency is facing genuine difficulty in execution of project as per letter of empanelment, UHBVN reserves the right to transfer the allocated capacity in full or part to the other empanelled



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firms/agencies. Apart from this UHBVN shall review the progress in order to complete the work within stipulated period and if required the capacity of allocation may change.

UHBVN at any point of time during execution of work can reduce or enhance/alter the allocated capacity of any empanelled firm/agency. The decision of UHBVN in this regard shall be final and binding to all.

### **7. Fee for Empanelment**

All the Empanelled firms are required to deposit a non-refundable amount of Rs. 25000/- plus 18% GST in the form of Demand Draft in the favor of A.O/Cash, UHBVN Panchkula, payable at Panchkula towards Empanelment Fees.

### **8. Cost of EOI**

The applicant shall bear all the cost and expenses associated with preparation and submission of its EOI including post EOI discussions, technical and other presentation etc. and Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI.

### **9. One EOI per Applicant**

Each applicant shall submit only one EOI.

### **10. Clarifications on EOI documents**

- a) If the prospective Applicant finds discrepancies or omission in the specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for any interpretation/clarifications to the Employer. The Employer then will issue interpretations and clarifications as he may think fit in writing. After receipt of such interpretations and clarifications, the Applicant may submit his EOI but within the time and date as specified in the invitation to EOI. All such interpretations and clarifications shall form a part of the EOI document and shall accompany the Applicant's proposal.





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A prospective Applicant requiring any clarification on EOI Document may notify the Employer in writing.

- b) Verbal clarifications and information given by the Employer or his employee(s) shall not in any way be binding on the Employer.

#### **11. Amendment for EOI Documents.**

- c) At any time prior to the deadline for submission of EOIs, the Employer may, for any reason, whether at its own initiative or in response to a clarification required by a prospective Applicant, modify the EOI Documents by amendment(s).
- d) The amendment will be notified in writing or by fax or e-mail to all prospective Applicants, which have received the EOI Document at the address contained in the letter of request for issue of EOI Document from the Applicants. Employer will have no responsibility or liability arising out of non-receipt of the same in time or otherwise.
- e) In order to afford prospective Applicant reasonable time in which to take the amendment into account in preparing their EOIs, the Employer may, at its discretion, extend the deadline for the submission of EOIs.
- f) Such amendments, clarifications etc. shall be binding on Applicants and will be given due consideration by the Applicant while they submit their EOIs and invariably enclose such documents as a part of the EOI.

#### **12. Language of EOI**

The application / documents prepared by the Applicant and all correspondence and documents relating to the EOI, exchanged by the Applicant and the Employer, shall be written in the English language.

#### **13. Local Conditions**

- a) It will be imperative on each Applicant to fully inform himself of all local conditions and factors, which may have any effect on the execution of



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the Contract. The Employer shall not entertain any request for clarifications from the Applicants, regarding such local conditions.

- b) It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the Contract awarded under these specifications and documents will be entertained by the UHBVN. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the UHBVN, which are based on the lack of such clear information or its effect on the cost of the Works, to the Applicant firm.

#### **14. Documents Comprising the EoI**

- a) The Applicant shall complete the EoI Form inclusive of Price Schedules; Financial & Technical Data Requirements etc. furnished in the EoI Documents.
- b) The Applicant shall also submit documentary evidence to establish that the Applicant meets the Qualification Requirements.
- c) The Applicant must enclose attested photocopy of PAN Card held by the Proprietor/Directors /Partners or as the case may be.
- d) The Bids must clearly indicate the name of the manufacturer, the type/model of each principal item of equipment/material proposed to be furnished and erected. It would be in the interest of the Bidder to supply the equipment /material from only reputed indigenous manufacturers. The bidder must also furnish the tie-up certificates with the manufacturing firm of principal items like solar modules, cells & inverters from which the bidder intends to procure the material.
- The above information shall be provided by the Bidder in the form of separate sheet drawing, catalogue etc..



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The Bid not containing sufficient descriptive materials to describe accurately the equipment/material proposed may be treated as incomplete and may be rejected. Such descriptive materials and drawings submitted by the Bidder will be retained by the UHBVN. Any major departure from the descriptive material submitted will not be permitted during the execution of the Contract without specific written permission of the UHBVN.

Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.

Standard catalogue pages and other documents of the Bidder may be used in the Bid to provide additional information and data as deemed necessary by the Bidder.

In case the 'Proposal' information contradicts specification requirements, the specification requirements will govern, unless otherwise, brought out clearly in the technical commercial deviation schedule.

## **15. EoI Price**

- a) The applicant firm shall offer single rate which shall be applicable for design, supply, installation, testing & commissioning including warranty, spare parts and comprehensive maintenance contract of RTS system for 5 years including GST & all other taxes/levies/duties (as applicable).
- b) The rates quoted should be reasonable & not arbitrary. Employer shall be empowered to reject & disqualify any applicant, if the quoted rates of the applicant are found to be unbalanced, arbitrary or exaggerated.
- c) The EoI prices quoted shall include the following:-
  - i. Ex-Works price for the materials including all Taxes applicable.



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- ii. Charges for inland transportation and insurance for delivery of the material up to their final destinations.
  - iii. Erection charges, which include unloading at the final destinations, insurance, storage, erection, testing and commissioning.
- d) The Applicant shall fill in rates for all items of Works described in the schedule of prices, whether quantities are stated or not.
- e) The rates quoted by the Applicant shall be 'FIRM' during the performance of the Contract and shall not be subject to variation on any account.
- f) The bidder shall quote the price in the Financial Bid.
- g) The present benchmark cost fixed as per MNRE instructions are given as below:-

Sr. No.	GCRT Solar Plant Capacity	Benchmark Cost (Rs./kWp)
1	1 KW	47000
2	More than 1 KW to upto 2 KW	43000
3	More than 2 KW to upto 3 KW	42000
4	More than 3 KW to upto 10 KW	41000
5	More than 10 KW to upto 100 KW	38000
6	More than 100 KW to upto 500 KW	36000

## 16. Bid Validity

- a) Prices as mentioned in the bid shall remain valid for 180 days from date of opening of price bid.
- b) In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request the Applicant to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by cable. The applicant may refuse the request without forfeiting its bid security. The Applicant



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agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid for the period of the extension.

## **17. Taxes and Duties**

The price quoted should include all GSTs, any other taxes, duties and Insurance expenditure etc. if any. A contractor/ bidder shall be entirely responsible for all taxes, duties, license fees, etc. All taxes payable as per Government income tax & service tax norms will be payable by the contractor/ bidder. If any new tax/duty is levied during the contract period the same will be borne by the contractor exclusively.

## **18. Format of EoI**

- a) A copy of proof of Tender Cost submitted via e-payment gateway on the e-tendering portal. These documents must be submitted to this office in single sealed envelope before last time and date of submission of EoI.
- b) The tenderer must submit a hard copy of all the documents (i.e. techno-commercial terms and conditions) uploaded on the site for the said tender duly certifying that these documents are same as uploaded on designated website before the last day and time of submission of EoI. (All affidavit & undertakings should also be submitted in original with hard copy).
- c) The original and copy of the EoI shall be typed or written in indelible ink and shall be signed by the Applicant or a person or persons duly authorized to bind the Applicant to the Contract. The letter of authorization shall be indicated by the written power of attorney accompanying the EoI. All pages of the EoI, except for un-amended printed literature, shall be initialed by the person or persons signing the EoI.



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d)The EoI shall contain no interpolation, erasure or overwriting except as necessary to correct errors made by the Applicant, in that case, each such correction shall be initialed by the person or persons signing the EoI.

### **19. Signature of EoI**

- a)The EoI must contain the name, residence and place of business of the person or persons making the EoI and must be signed and sealed by the Applicant with his usual signature. The names of all persons signing the EoI should also be typed or printed below the signature.
- b)EoI by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Secretary/other person/or persons authorized to sign EoI on behalf of such Corporation/Company in the matter.
- c)A EoI by a person who affixes to his signature the word 'President' 'Managing Director', 'Secretary', 'Agent' or other designation without disclosing his Principal will be rejected.
- d)Satisfactory evidence of authority of the person signing on behalf of the Applicant shall be furnished with the EoI.
- e)The Applicant's name stated on the proposal shall be the exact legal name of the firm.
- f) EoIs not conforming to the above requirements of signing may be disqualified.

### **20. Sealing and Marking of EOI**

- a) The Applicant shall seal the Hard copy of the EOI in an inner and an outer envelope, duly marking the envelopes as " Hard Copy".
- b) The inner and outer envelopes shall be addressed to employer before the last date of submission of EOI at following address.



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Chief Engineer/Commercial,  
UHBVN,  
Room No. 205, Shakti Bhawan  
Sector-06, Panchkula.  
Phone: (0172) 2583722, 2586817 AND

- a) Each envelope shall be mentioned in CAPITAL LETTERS the following:
- i. EoI No.:
  - ii. Name of the bidder:
  - iii. Address
  - iv. Document Inside the envelope: Proof of Tender fee payment (1<sup>st</sup> envelope) and EoI documents (2<sup>nd</sup> envelope).
  - v. Applying as: Haryana based Manufacturer of Solar Cell or Module  
Or  
Other State based Manufacturer of Solar Cell or Module  
Or  
System Integrator
  - vi. Contact Person Name & Mobile No.
- b) If the envelope is not sealed and marked, the Employer will assume no responsibility for the EoI's misplacement or premature opening.

## **21. Late EoIs**

Any EoI received by the Employer after the time and date fixed or extended for submission of EoIs prescribed by the Employer, will be rejected and / or returned unopened to the Applicant.

## **22. Opening of EoIs by Employer**

- a) The Employer will open EoIs online, on the date and time for opening of EoIs in the invitation to EoIs or in case any extension has been given thereto, on the extended EoI opening date and time notified to all the Applicants who have purchased the EoI Documents.