



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

23. Clarification of EoIs.

To assist in the examination, evaluation and comparison of EoIs, the Employer may at its discretion, ask the Applicant for a clarification of its EoI. The request for clarification and the response shall be in writing and no change in the price or substance of the EoI shall be sought, offered or permitted.

24. Examination of EoIs.

The Employer will examine the EoIs to determine whether these are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the EoIs are generally in order.

25. Comparison of EoIs.

EoI prices of all the Applicants shall be compared among themselves to determine the lowest evaluated EoI in each capacity range.

26. Contacting the Employer

EOIs shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by the Employer to the Applicants. While the EOIs are under consideration, Applicant and/or his representatives or the interested parties are advised to refrain from contacting by any means, the Employer and/or his employees/representative on matter related to the EOIs under consideration. The Employer, if necessary, will obtain clarifications on the EOIs by requesting for such information from any or all the Applicants, in writing. Applicants will not be permitted to change the substance of the EOIs after the EOIs have been opened. Any effort by any Applicant to



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influence the Employer in any way may result in rejection of the Applicant's EOI.

27. Procedure for Finalization of Bid

The procedure for finalization of Bid will be as follows:

- a) First Fee stage bid i.e. Tender document cost shall be opened and evaluated.
- b) Then the Technical and Commercial bids shall be opened and evaluated.
- c) Then the price bid of technically qualified bidders shall be opened on a specified date and time (to be intimated to all technically qualified bidders.)

28. Award Criteria

- a) The Employer will enlist one or more applicant/applicants for complete area under jurisdiction of UHBVN whose EOI has been determined to be substantially responsive and the applicant is determined to be qualified to perform the contract satisfactorily as decided by the Employer.
- b) The price discovery in each capacity range shall be generally determined based on the rates quoted by the L1 bidder and the negotiations, if any, held with the lowest bidder. However, negotiations could be held up to L3 bidder, if the difference between the L1 quoted rate and those quoted by the L2 and L3 is within 5% of the L1 quoted rates. In cases where the L1 bidder refuses to further reduce his offered price and the L2 or L3 bidder comes forward to offer a price which is better than the price offered by the L1 bidder, the bidder whose price is accepted becomes L1 bidder. However, in such a situation, the original L1 bidder shall be given one more opportunity to match the discovered price. In case of acceptance, he would be treated as the L1 bidder.
- c) The lowest rate (i.e., L1) for each capacity range discovered as above would be the "Approved Rate" for that capacity Range.



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- d) All the bidders within the price bracket of (L1 + 10% of L1) (in case of MSEs L1 + 15% of L1) shall be empanelled. Further, if total no. of empanelled agencies are found to be less than 5 in a particular capacity range, then those agencies who fall in (L1+15% of L1) (in case of MSEs L1 + 20% of L1) shall be empanelled, provided they agree to match L1.
- e) All successful bidders can get work directly from consumers of residential sectors subject to their capacity allocation.
- f) **It will be mandatory for the L-1 bidders that 10% of the total capacity of the applications received in each of the category should be executed by the respective L-1 bidder of each category. In case, the L-1 bidders fail to comply with this condition their performance bank guarantees will be encashed and they will be blacklisted for 5 years for all Government tenders.**

29. Employer's right to Accept any EoI and to Reject any or all EoIs

The Employer reserves the right to accept or reject any EoI, and to annul the EoI evaluation process and reject all EoIs at any time prior to award of Contract, without thereby incurring any liability to the affected Applicant or Applicants or any obligation to inform the affected Applicant or Applicants on the grounds for the Employer's action.

30. Notification of Enlistment

- a) Prior to the expiration of the period of EoI validity and extended validity period, if any, the Employer will notify the successful Applicant in writing by registered letter or by email or Fax, to be confirmed in writing by registered letter, that its EoI has been accepted.



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- b) The date of issue of such official memo of the Employer will constitute the formation of the empanelment.
- c) Upon the successful Applicant's furnishing of EoI security, the Employer will promptly notify each unsuccessful Applicant.
- d) The firms failing to honour Letter of Empanelment shall be blacklisted from doing business with Nigam besides the other action as per terms & conditions of the contract. The period of blacklisting of the defaulting firm will be 03 years. The blacklisting of the firm shall be notified to all Power Utilities in the country & MNRE and the names of such blacklisted firm would also be put on the website of the Nigam.

31. Service Centres

Empanelled firm shall establish a service centre in each District. In case if it is not economically viable for an individual firm then Group of firms can establish service centre in each District. Their contact details will be made available on the website of UHBVN.

32. Site Visit

- a) The applicant is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for construction of the Works. The cost of visiting the Site shall be at the applicant's own expense.
- b) The applicant shall inspect the site of Works before quoting and include in his quote the cost of compensations payable for the standing crops or tree cuttings etc. involved therein, if any. The Employer shall not be liable for any payment to the Bidder on this account.



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33. Project Time schedule and Penalty for delay in installation and commissioning:

- a) It is very critical to complete the work for the application registered by the agency in time bound manner so as to install and commission the SPV System within timelines mentioned in Annexure-XIII.
- b) In the event of extensive delays, wilful default and failure by the bidder to install and commission the SPV Systems after receiving the payment from consumer, penalty @ 1/2% per week or part thereof plus applicable GST on the total system cost subject to a maximum of 10% of total system cost plus applicable GST would be levied by UHBVN.
- c) Based on the overall performance of the bidders, UHBVN has the right to forfeit Security deposit cum performance bank guarantee up to 100% and disqualify the Bidders for transacting business with UHBVN for at least 5 years or the time duration as may be decided by the UHBVN.
- d) This excludes delay in the completion of the work due to Force Majeure and or unforeseen reasons beyond the control and without fault and negligence of the Bidder including (but not restricted to) act of God or public anomie action of Government in its sovereign capacity, floods, epidemics, strikes, lockouts, fires and accidents.
- e) In the event of any of the aforesaid contingencies, UHBVN may be promptly kept informed by the Bidder by e-mail / followed by confirmation in writing with documentary proof within fifteen days of commencement and cessation of Force Majeure circumstances. Under such circumstances reasonable extension of time shall be granted by UHBVN. Application for such extension must be made after completion of work as per agreement.



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f) In the event of termination of the agreement, UHBVN shall be at liberty to get the remaining part of the work done through any other empanelled bidder at the risk and cost of the Bidder who failed to install in a manner and on the terms UHBVN thinks proper. If the cost of executing the work as aforesaid shall exceed the balance due to the failure of the Bidder, and the Bidder fails to make good the deficiency, UHBVN may recover it from the Bidder who failed to install, in any lawful manner.

34. Warranty Period

- g) The complete Solar power plant shall be warranted for five years after the date of commissioning of the plant for replacement in case of any manufacturing, operation failure, non-performance as per design standards.
- h) Any defect noticed in the power plant during the period of five (5) years from the date of commissioning of the power plant shall be rectified/replaced by the empanelled firm/agency on its own motion or on due intimation by UHBVN or by the owner/beneficiary of the plant, as the case may be, free of charges.
- i) The PV module(s) shall be warranted for its performance for a minimum period of 25 years from the date of commissioning of the project. The PV modules must be warranted for their output peak watt capacity, which should not be less than 90% at the end of Ten (10) years and 80% at the end of Twenty-five (25) years.
- j) The replacement of defective component at the cost of empanelled firm/agency shall be made with similar and/or equivalent make. The replaced component shall not, under any circumstances, reduce the performance of the plant.



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- k) The Warranty Card to be supplied to the beneficiary/consumer with the system must contain the details of the system. The bidder will have to furnish a warranty certificate of the system.

35. Comprehensive Maintenance Contract (CMC) during Warranty Period of Five Years.

- a) Visit to the site on call basis to provide maintenance services within three days of lodging of complaint. Failure to arrange for the immediate repair/replacement within 15 days, the firm will be liable for penalty per complaint of Rs. 500/- per day for each day delay after 15th day from the date of complaint lodged by beneficiary. The amount of penalty will be recovered from Security Deposit during warranty period. If the supplier failed to maintain/repair the plant during 5 years maintenance period within stipulated time period then UHBVN shall have every right to forfeit the BG lying with UHBVN and the company will be blacklisted.
- b) Corrective & remedial maintenance services to set right the malfunction of the SPV-projects include supply and replacement of all damaged parts/ components including Panels, Inverters, all electronics /charge controller, Inter connected cables/parts and fuse, spare parts, consumables etc. with new parts
- c) Scope Of CMC Of SPV Power Plant For A Period Of 5 Year From Date Of Commissioning:
- i. Proper CMC of the SPV Power Plant for a period of five years after commissioning along with supply of consumable items as and when necessary shall come, under the CMC contract. The break down maintenance of the entire system including supply of necessary spare parts, if any, are already under the coverage of warranty clause for a period of 60 months from date of commissioning of power plant.



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- ii. The security of the power plant will rest with the supplier/agency till such time operation and maintenance of the power plant is not handed over to the purchaser/department.
- iii. The deputed personnel shall be qualified and well trained so that they can handle any type of operation hazard quickly and timely.
- iv. The deputed personnel shall be in a position to check and test all the equipment regularly, so that, preventive actions, if any, could be taken well in advance to save any equipment from damage. Any abnormal behavior of any equipment shall be brought to the notice of Engineer-in-Charge immediately for appropriate action.
- v. Normal and preventive maintenance of the power plant such as cleaning of module surface, tightening of all electrical connections etc., should be responsibility of bidder.
- vi. During CMC period of 5 years of the power plant, if there is any loss or damage of any component of the power plant due to miss management/miss handling or due to any other reasons, what-so-ever, the supplier/firm shall be responsible for immediate replacement/rectification. The damaged component may be repaired, if it is understood after examination that after repairing performance of the component shall not be degraded, otherwise the defective component shall have to be replaced by new one without any extra cost.

36. Operation & Maintenance Manual

An Operation, Instruction and Maintenance Manual in English/Hindi languages should be provided with the Solar PV projects. The following minimum details must be provided in the Manual:-

- (a) Basic principles of Photovoltaic.



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- (b) A small write-up (with a block diagram) on the Solar PV project -its components, PV module, inverter, junction boxes and expected performance shall be provided.
- (c) Type, Model number, Voltage & capacity of inverter, used in the system.
- (d) The make, model number, country of origin and technical characteristics of all the component are required to be provided.
- (e) Clear instructions on regular maintenance and troubleshooting of the Solar PV Projects.
- (f) DO's and DONT's.
- (g) Name, address and Mobile No. of the contact person for repair and maintenance, in case of non-functionality of the SPV Projects.
- (h) Training to the consumer will be provided by the empanelled firm.



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SECTION – III: CONDITIONS OF CONTRACT



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The Terms and Conditions of this section along with all the other terms and conditions mentioned in all the sections in this bidding document are applicable for Empanelment of Vendors.

1. Definition and Interpretations

1.1. Definition

In this “Bid Document” the following words and expression will have the meaning as herein defined where the context so admits:

- i. **“B.I.S”** shall mean specifications of Bureau of Indian Standards (BIS);
- ii. **“Bid”** shall mean the Technical and Financial Bid submitted by the Bidder alongwith all documents/credentials/attachments annexure etc., in response to the bidding document, in accordance with the terms and conditions hereof;
- iii. **“B.O.S”** shall mean balance of system.
- iv. **“Bidder(s)”** shall mean bidding company submitting the Bid and includes Financially Evaluated Company. Any reference to the Bidder includes its successors, executors and permitted assigns as the context may require;
- v. **“Bid Dead line”** shall mean the last date and time for submission of Bid in response to this bid document as specified in Bid Information Sheet;
- vi. **“Bid Capacity”** shall means the total capacity for which Bidder has submitted Bid under Bid document ;
- vii. **“Chartered Accountant”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
- viii. **“Comprehensive O&M”** shall mean insurance, warranty, spare parts and operation & maintenance of Project / installations for five years /or



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as defined in the bidding document/ rate contract /work order from the date of Commissioning;

- ix. **“Commissioning”** means demonstration of successful operation of the project/ system by the Successful Bidder ;
- x. **“Company”** shall mean a body incorporated in India under the Companies Act,1956 or Companies Act, 2013 including any amendment thereto;
- xi. **“Eligibility Criteria”** shall mean the Eligibility Criteria as set forth in this Bid Document ;
- xii. **“IEC”** shall mean specifications of International Electro technical Commission;
- xiii. **“kWp”** shall mean Kilo Watt Peak;
- xiv. **“kWh”** shall mean Kilo Watt Hour;
- xv. **“MNRE”** shall mean Ministry of New and Renewable Energy, Government of India;
- xvi. **“State Nodal Agency(SNA)”** shall mean the Haryana Renewable Energy Development Agency (HAREDA), Panchkula (Haryana).
- xvii. **“Performance Test”** shall mean such tests which establish successful installation and working of equipment at desired level as per the requirement of issuing authority before the issuance of Commissioning certificate;
- xviii. **“Bid Document ”** shall mean Request for Proposal / Bid Document /Tender document and shall include formats and annexure in it;
- xix. **“Bid Document Capacity”** shall means ----- (quantity in numbers/ capacity in kWp) for which bid has been invited by the Nodal Agency;
- xx. **“Inspecting Authority”** shall mean the authority designated by the competent authority for the said purpose;



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- xxi. **“Statutory Auditor”** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or Companies Act, 2013 or under the provisions of any other applicable governing law;
- xxii. **“Qualified Bidder(s)”** shall mean the Bidder who, after evaluation of their Bids stand qualified;
- xxiii. **“Positive net worth”** shall mean the amount by which a company's assets are greater than its liabilities.
- xxiv. **“Affiliate”** shall mean a company that either directly or indirectly
- controls or
 - is controlled by or
 - is under common control with:
- a Bidder and **“control”** means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company.
- xxv. **Indenting Department:** Shall means the department/organisation placing the work orders for supply and commissioning of the systems.
- xxvi. **Manufacturer:** Shall means the manufacture of Solar PV module and manufacturer of solar cell.
- xxvii. **“Employer/Owner”** means the UTTAR HARYANA BIJLI VITRAN NIGAM and the legal successors in title to the Employer/ OWNER but not (Except with the consent of the Enlisted firm) any assignees of the Employer/Owner.
- xxviii. **“Site”** means the place or places, where Work is to be done by the Enlisted firm or to which Plant is to be delivered, together with so much of the area surrounding the same as the Enlisted firm shall with the consent of the Employer use in connection with the Works otherwise that merely for the purposes of access.



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- xxix. “Engineer” means Assistant Engineer, Assistant Executive Engineer, Executive Engineer, Superintending Engineer, UHBVN appointed by the Employer for this Work.
- xxx. “Engineer-in-charge” i.e. concerned Superintending Engineer/Operation, is the person under whose supervision the Works shall be executed. He will identify the Engineer/Executive Engineer who will be directly responsible for the execution of Works, measurement and verification of bills for payments.
- xxxi. “Performance Ratio” (PR) means the ratio of plant output versus installed plant capacity at any instance with respect to the radiation measured.
- xxxii. “Capacity Utilization Factor” (CUF) means the ratio of the actual output from a solar plant over the year (kWh) to the maximum possible output from it for a year (kWh) under ideal conditions.
- $$\text{CUF} = \frac{\text{Actual Plant Output in kWh over the year}}{(\text{Installed Plant Capacity in kW} \times 365 \times 24)}$$

1.2. Notice, Consent and approvals.

Wherever in the Contract, provision is made for the giving of notice, consent or approval by any person, such consent or approval shall not be unreasonably withheld. Unless otherwise specified, such notice, consent or approval shall be in writing and the word “notify” shall be construed accordingly. Engineer-in-charge shall be Nodal Officer in this respect. He may delegate his powers to the subordinate officer wherever required. All such letter and notices shall be addressed by the Enlisted firm to the Engineer-in-charge as required with a copy to Chief Engineer/Commercial. However, routine correspondence may be exchanged by him with the Engineer with a copy to Engineer-in -charge.



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2. Employer's Decisions and Instructions

1.1. The Enlisted firm shall proceed with the decisions and instructions given by the Employer or its representative in accordance with these conditions.

1.2. Confirmation in Writing

The Enlisted firm may require the Employer to confirm in writing any decision or instruction of the Employer, which is not in writing. The Enlisted firm shall notify the Employer of such requirement without undue delay. Such a decision or instruction shall not be effective until written confirmation thereof has been received by the Enlisted firm from Superintending Engineer/Operation Concerned or the Engineer identified by him.

3. Assignment

The Enlisted firm shall not assign the Contract or any part of his obligations under the Contract without the prior written consent of the Employer (Which shall not be unreasonably withheld). A charge in favour of the Enlisted firm's bankers of any monies due under the Contract shall not be considered an assignment.

4. Contract documents

3.1. Ruling Language

Where versions of the Contract are prepared in different languages, the English version shall prevail.

3.2. Day to Day Communications

The day-to-day communications shall be in English Language only.

3.3. Priority of Contract Document