



**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)

Unless otherwise provided in the tender document, the Contract documents shall be as follows in order of priority:-

- a) The letter of empanelment.
- b) The Technical Specifications.
- c) Conditions of Contract.
- d) Applicant's Priced Offer.
- e) Any other documents forming part of the Contract.

### **3.4. Documents Mutually Explanatory**

Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. In case of any difference between scaled dimensions and figures on the drawings, the figure shall prevail. In case of any difference between drawings and the Specifications, the specifications shall prevail.

## **5. Obligation of the Enlisted firm**

### **4.1. General Obligations**

The Enlisted firm shall, in accordance with the Contract, with due care and diligence, carry out the Works as per the scope of Work defined in the Technical specifications within the Time for Completion. The Enlisted firm shall also provide all necessary Enlisted firm's equipment, superintendence, labour and all necessary facilities thereof.

The Enlisted firm shall be deemed to have carefully examined the EoI Documents, the Site and the existing installations, as applicable, and to have satisfied himself as to the nature and character of the Work to be executed, the prevailing meteorological conditions as well as the local uses and conditions



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and any other relevant matters and details before submitting his offer. Any information received from the Employer shall not in any way relieve the Enlisted firm from his responsibility for supplying the equipment and material and executing his Work in terms of the scope of Work defined in the Technical specifications, including all details and incidental Work and supply of all accessories or apparatus which may not have been specifically mentioned in the technical specification but are necessary for ensuring the complete installation and a safe and efficient operation of the Plant.

#### **4.2. Setting Out**

The Enlisted firm shall set out the Works in relation to original points, lines and levels of reference given by the Employer in writing and provide all necessary instruments, appliances and labour for such purposes.

If at any time during the execution of Works, any error appears in the positions, levels, dimensions or alignment of the Work, the Enlisted firm shall rectify the error. The Enlisted firm shall bear the cost of rectifying the error, unless the error results from incorrect information supplied in writing by the Employer, or from default by another Enlisted firm of the Employer, in which case the cost together with profit shall be borne by the Employer.

The checking of any setting-out by the Employer shall not relieve the Enlisted firm of his responsibility for the accuracy thereof.

### **6. Security Deposit**

- 5.1. The Enlisted firm shall execute/furnish Security Deposit as per details given under Clause 4 of Section-II (Instruction to Bidders).



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The Security Deposit shall be paid to the Employer on first demand without conditions or proof.

### **5.2. Period of validity**

The Security Deposit shall be valid until the Enlisted firm has executed, completed and remedied defect in the Works in accordance with the Contract. No claim shall be made against the Security Deposit after the issue of the Defects Liability Certificate and Security Deposit shall be returned to the Enlisted firm within 14 days of the issue of the Defects Liability Certificate.

### **5.3. Non-compliance**

Failure of successful Bidder to comply with the requirement mentioned Scope of work, shall constitute sufficient grounds for annulment of empanelment and for forfeiture of the Bid Security.

## **7. Contract Price**

### **Sufficiency of Contract Price**

The Enlisted firm shall be deemed to have satisfied himself of and taken account of in his EoI:-

- a) All the conditions and circumstances affecting the Contract price
- b) The possibility of carrying out the Works as described in the Contract.
- c) The general circumstances at the Site.
- d) The general labour position at the Site and
- e) With respect to the above provision, the enlisted firm shall be deemed to have also satisfied himself, before quoting with.
  - Existing conditions, nature of existing roads and bridges and other means of access to the Site.



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- Presence of artificial obstructions on ground or underground or in air, boulders, or released water from and structures constructed for the existing sub-station or the like.
- Stability of existing slopes in the Site.
- Nature of the surface and subsurface on or in which the Works are to be executed in or in the immediate vicinity of the Works, and the nature and extent of surface water or water contained in the subsoil by which the Works may be affected under all possible climatic conditions.

If the Specifications do not contain particulars of materials and Works, which are obviously necessary for the proper completion of the Works, and the intention to include, which is nevertheless to be inferred, all such materials and Works shall be supplied and executed by the Enlisted firm without extra charge. If the Enlisted firm requires additional information, he shall so request in writing to the Employer who will provide such detailed information as necessary within a reasonable time.

The Enlisted firm shall be responsible for checking the information given in writing by the Employer for obvious omissions or inconsistencies, and for his interpretation of information received from whatever source.

## **8. Enlisted firm's Representative**

8.1 The Enlisted firm shall, in addition to a project coordinator, employ one or more competent representatives to superintend the carrying out the Works on Site. They shall be fluent in the language for day-



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to-day communications. Their names shall be communicated in writing to the Employer before Work on Site begins.

Any instruction or notice, which the Employer gives to the Enlisted firm's representative, shall be deemed to have been given to the Enlisted firm.

At least one of the Enlisted firm's competent representative on each Operation Circle shall be fluent in speaking, writing, reading and understanding English.

### **8.2 Objection to Enlisted firm's Employee**

The Enlisted firm shall, upon the Employer's written instruction remove from the Works any person employed by him in the execution of Works, who mis-conducts himself or is incompetent or negligent.

## **9. Enlisted firm's Construction Management**

### **9.1 Authority for Access**

No persons other than the employees of the Enlisted shall be allowed on the Site except with the written consent of the Employer.

Facilities to inspect the Works shall at all times be afforded by the Enlisted firm to the Employer and his representatives, authorities and officials.

## **10. Compliance with Laws**

### **10.1 Compliance with Statutes, Regulations**

The Enlisted firm shall, in all matters arising in the performance of the Contract, comply in all respects with, give all notices and



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pay all fees required by the provisions of any national or state statute, ordinance or other law or any regulation or by-law of any duly constituted authority.

The Contract shall in all respects be prepared and interpreted in accordance with the laws in force in India, including any such laws passed or made or coming into force during the period of the Contract.

The Enlisted firm shall be fully responsible for deducting the P.F. of the employees/labour Working under him as per statutory regulations and depositing the same with the concerned authorities.

## **10.2 Compliance with Laws**

The Enlisted firm shall comply with the laws of India for manufacturing of equipment and erection of the lines.

## **11. Labour**

### **11.1 Engagement of Labour**

The Enlisted firm shall, unless otherwise provided in the letter of Empanelment, make his own arrangements for the engagement of all labour and for their payment, housing, feeding and transport.

The Enlisted firm shall pay rates of wages and allowances according to the nature of the Works and observe hours and Working conditions of his employees, so as to be no less favourable to the employees than those generally prevailing in the region where the Works are to be carried out. At the same time the Enlisted firm shall observe all regulations prescribed by the law of the Government and shall strictly comply with any agreement, custom, practice or award relating to the wages.

The Enlisted firm is encouraged, to the extent practicable and reasonable, to employ staff and labour with the required



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qualifications and experience from sources within the region of Work.

- 11.2 The Enlisted firm will be expected to employ on the Work only his regular skilled employees with experience of the particular type of Work. No female labour shall be employed after darkness. No person below the age of eighteen years shall be employed.
- 11.3 In case, the Employer becomes liable to pay any wages or dues to the labour or any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act or any other law due to act of omission and commission of the Enlisted firm, the Employer may make such payments and shall recover the same from the Enlisted firm's bills.
- 11.4 The empanelled contractor would also undertake to execute utility work on labour rate as and when required on the rate approved by the Nigam.

## **12 Project Inspection**

- i. All the SPV Rooftop plants installed will be inspected by the representative of UHBVN.
- ii. The SPV Rooftop Plants may be got inspected by MNRE from any third party or MNRE itself.
- iii. During the Inspection, if the system installed is found faulty (or) not in compliance to the technical specification, the cost for re-inspection by UHBVN after rectification/replacement shall be borne by the bidder.
- iv. The eligible subsidy will be released only for the systems installed in compliance to the technical specification of MNRE /UHBVN.



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### **13 Variations**

The Enlisted firm shall not modify the equipment than specified except as directed in writing by the Employer.

The Employer shall have the right to alter, amend, omit or otherwise vary the specification of the equipment by notice in writing to the Enlisted firm. The price of such variation will be mutually agreed between the Employer and the Enlisted firm.

### **14 Payment Terms**

- i. Payment of the project cost, excluding the MNRE subsidy/CFA, shall be paid by the beneficiaries directly to the empanelled firm. The MNRE CFA/Subsidy shall be paid by the UHBVN directly to the empanelled Firms on completion of the project, inspection by UHBVNL/Third party inspector appointed by UHBVN/MNRE and on receipt/availability of the MNRE CFA/subsidy as per MNRE relevant guidelines.
- ii. Copies of invoices after joint inspection shall also be uploaded on UHBVNL/SPIN Solar Rooftop Web Portal along with Inspection Report, photographs, Project Completion Reports(PCRs) and any of the required documents required by the UHBVN.
- iii. The eligible Central Financial Assistance (CFA) of MNRE shall be claimed as per MNRE guidelines. UHBVNL will release the eligible CFA to the firm based on MNRE guidelines and sanction by MNRE, GoI and availability of funds. Any delay in releasing the CFA/Subsidy by MNRE will not be attributed towards UHBVNL.

### **15 Plant Performance Evaluation**

UHBVNL may monitor the performance of the grid connected SPV Power Plants. The successful bidder shall be required to meet minimum guaranteed generation with Performance Ratio (PR) at the time of





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commissioning and related Capacity Utilization Factor (CUF) as per the EoI level for the location during the O&M period. PR should be shown minimum of 75% at the time of inspection for initial commissioning acceptance to qualify for release of subsidy. Minimum CUF of 14% should be maintained for a period of 5years for release of performance related security deposit. For CUF less than 14%, the penalty can be imposed for the loss of energy generation @ maximum tariff paid by the consumer for that year subject to force majeure conditions. The PR will be measured at Inverter output level during peak radiation conditions.

## **16 Currency and Rates of Exchange.**

All payments shall be made in Indian Rupees only.

## **17 Set Off & Risk Procedure**

### *17.1 Set Off*

Any such money due and payable to the Enlisted firm under the Contract may be appropriated by the Owner and set-off against any claim of the Owner for the payment of a sum of money arising out of or under this Contractor any other Contract entered into by the Enlisted firm with the Owner.

### *17.2 Enlisted firm's Default Liability*

In the event of breach of any of the terms and conditions by the Enlisted firm, the Employer can de-empanel the firm and shall encash the PBG without any notice to the Enlisted firm at any stage and the Enlisted firm shall have no claim whatsoever on the Employer on this account. But the Enlisted firm shall be liable to pay to the Employer a sum equivalent to 5% of the value of the Contract as liquidated damages and not as penalty.



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The Enlisted firm shall in addition and without prejudice to the above said damages, make good any loss or damage that may be incurred by the Employer in getting the left-out Works executed from elsewhere at the risk and cost of the Enlisted firm.

In case of delay in the execution of Works, the Owner will have the right to get the Work executed from any alternative source, at the sole risk and cost of the Enlisted firm. Any extra expenditure incurred in such action shall be recoverable in full from the Enlisted firm in addition to Owner's right of claim for liquidated damages.

## **18 Limitations of Liability**

### *18.1 Exclusive Remedies*

The Employer and the Enlisted firm intend that their respective rights, obligations and liabilities as provided for in these conditions shall alone govern their rights under the Contract and in relation to the Works. Accordingly, the remedies provided under the Contract in respect of or in consequence of:-

- a) Any breach of Contract, or
- b) Any act of negligence or omission,  
or
- c) Death or personal injury, or
- d) Loss or damage to any property.

are, save in the case of Gross Misconduct, to be to the exclusion of any other remedy that either may have against the other under the law governing the Contract or otherwise.

### *18.2 Mitigation of loss or Damage*

In all case the party claiming a breach of Contract or a right to be indemnified in accordance with the Contract shall be obliged to take all



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reasonable measures to mitigate the loss or damage which has occurred or may occur.

## **19 Force Majeure.**

### *19.1 Definition of Force Majeure.*

Force Majeure means any circumstances beyond the control of the parties including:-

- a) War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
- b) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;
- c) Rebellion, revolution, insurrection, military or usurped power and civil war;
- d) Riot, commotion or disorder, except where solely restricted to employees of the Enlisted firm.

### *19.2 Effect of Force Majeure.*

Neither party shall be considered to be in default or in breach of his obligations under the Contract to the extent that performance of such obligations is prevented by any circumstances of Force Majeure which arise after the date of the Notification of Award.

### *19.3 Notice of Occurrence.*

If either party considers that any circumstances of Force Majeure have occurred which may affect performance of his obligations he shall promptly notify the other party.

### *19.4 Performance to Continue.*



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Upon the occurrence of any circumstances of Force Majeure the Enlisted firm shall endeavor to continue to perform his obligations under the Contract so far as reasonably practicable. The Enlisted firm shall notify the Employer of the steps he proposes to take including any reasonable alternative means for performance, which is not prevented by Force Majeure. The Enlisted firm shall not take any such steps unless directed so to do by the Employer.

*19.5 Damage caused by certain of the Employer's risks.*

If in consequence of any of the Employer's risks listed in para-graphs of Sub Clause-19.7 below, the Work on or adjacent to the Site shall suffer loss or damage, the Enlisted firm shall be entitled to have the value of the Work done, without regard to the loss or damage that has occurred, included in a certificate of payment.

*19.6 Termination in Consequence of Force Majeure.*

If circumstances of Force Majeure have occurred and shall continue for a period of 180 days, notwithstanding, the Enlisted firm may by reason thereof, having been granted an extension of Time for Completion of the Works, either party shall be entitled to serve upon the other, 30 days' notice to terminate the Contract. If at the expiry of the period of 30 days Force Majeure shall still continue, the Contract shall terminate.

*19.7 Employer's risk shall be as under :*

In so far as they relate to the country where the Works are to be erected:-

- \* War and hostilities (Whether war be declared or not), invasion, act of foreign enemies.
- \* Rebellion, revolution, insurrection, military or usurped power or civil war.
- \* Ionizing radiation or contamination by radioactivity from any nuclear fuel, radioactive toxic explosives or other hazardous properties of any



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explosive nuclear assembly or nuclear component, thereof.

## **20 Changes in Cost and Legislation**

### *20.1 Labour, materials and transport.*

The Contract price shall remain firm and shall not be subject to any variation on any account.

### *20.2 Statutory and other regulations.*

The Contract price shall be adjusted to take account of any increase or decreases in cost resulting from changes in legislation of the country. Legislation means any law, order, regulation or bye-law having the force of law, which affects the Enlisted firm in the performance of his obligations under the Contract, made after the date of notification of award and its acceptance.

The Employer shall certify the amount of the resulting increase or decrease in cost, which shall be added to or deducted from the Contract price.

## **21 Taxation**

*50.1* The Enlisted firm shall be entirely responsible for payment of all GSTs, duties, license fees etc.

*50.2* The Enlisted firm shall be solely responsible for the taxes that maybe levied on the Enlisted firm's persons or on earning of any of his employee and shall hold the Employer indemnified and harmless against any claims that may be made against the Employer. The Employer does not take any responsibility whatsoever regarding taxes under Income Tax Act, for the Enlisted firm or his employees. If it is obligatory under the provisions under the Indian Tax Act, deduction of Income Tax at source shall be made by the Employer.



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## 22 Advertising

Any advertising stating the subject of this EOI by the Enlisted firm in India or in other foreign countries shall be subject to approval of the Employer prior to the publication. Publication of approved articles, photographs and other similar materials shall carry approval of the Employer.

## 23 Compliance of Laws

The successful bidder will certify that he has complied with the provisions of Industrial & Labour Laws including PF Act, ESI Act etc. as may be applicable.

## 24 Corrupt or fraudulent practices

The Employer requires that Tenderers/ Suppliers/Enlisted firms observe the highest standard of ethics during the procurement and execution of Employer contracts. In pursuance of this policy, the Nigam:-

- (a) defines, for the purposes of this provision, the terms set forth as follows:
- (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution: and
  - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement processor the execution of a contract to the detriment of the Employer, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial, non-competitive levels and to deprive the Employer of the benefits of free and open competition;



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- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Nigam contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Employer contract.

## **25 Settlement of Disputes**

If any dispute or difference of any kind whatsoever will arise between the Employer and the firm in connection with or arising out of the conditions of EoI Document, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation.

If, after thirty (30) days the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Employer or the firm may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of the matter may be commenced unless such notice is given.

## **26 Arbitration**

All the matter questions, disputes, differences and /or claims arising out of and/or concerning and/or in connection and/or in consequences or relating to this EoI whether or not obligations of either or both parties under this EoI be subsisting at the time of such dispute and whether or not this EoI has been terminated or purported to be terminated or completed, shall be referred to the sole arbitrator to be appointed by the MD, UHBVN. The award of the Arbitrator shall be final and binding on the parties to this contract. Provision of Arbitration and cancellation act 1996