**PANIPAT THERMAL POWER STATION**

**(A Unit of Haryana Power Generation Corporation Limited)**

**(Regd. Office: C-7, Urja Bhawan, Sector-6, Panchkula)**

**Corporate Identity No. U45207HR1997SGC033517**

**Website: - www.hpgcl.gov.in**

HPGCL

**(An ISO 9001, 14001 & OHSAS 45001 Certified Company)**

# TENDER DOCUMENT

# FOR

**Comprehensive operation and maintenance works of 10 mw solar photovoltaic (PV) grid-connected power plant at Panipat Thermal Power Station (PTPS), Panipat for 5 years.**

**CHIEF ENGINEER/PTPS**

**PANIPAT THERMAL POWER STATION,**

**HPGCL, PANIPAT**

**Mobile No. 93558-69377**

**FAX NO. 0180-2566058**

**NOVEMBER- 2021**

**E-tenders in two parts are invited on behalf of C.E/PTPS, Haryana Power Generation Corporation Limited (HPGCL) Panipat, from eligible parties for the work as under:-**

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| NIT No. /Tender Ref. No. | 1/Ch-9/SLR-15 |
| Description of Item | Comprehensive operation and maintenance works of 10 mw solar photovoltaic (PV) grid-connected power plant at panipat thermal power station (PTPS), Panipat for 5 years |
| Last date for submission of online tender | 27.12.2021 up to 12:00 Hrs |
| Due date & time of opening of Technical bid (Part-I) | 31 .12.2021 at 11:00 Hrs. |
| Tender document Fee (Non-refundable) | Rs. 1180/-inclusive of all taxes |
| E-service Fees (Non – refundable) | Rs. 1180/-inclusive of all taxes |
| Earnest Money (Refundable) | Rs.10,50,000/- |
| Short listing of Technical bids & Opening of Financial Bid (Part-II) | Will be intimated to the firms on their E-mail. |

- The Bidders shall have to pay all the fees such as fee for tender document, EMD and e-service fee etc. through online mode by following Electronic Tendering system
- If the tenders are cancelled or recalled on any grounds, the tender document fees & e-service fee (processing Fees) will not be refunded to the firm.
- The following are exempted from depositing the earnest money:-
    1. Public Sector Undertakings of the Central / Haryana State Government.
    2. Firms borne on D.G.S. & D/DS&D Haryana rate contracts.
    3. Firms registered with the Director of Industries, Haryana or registered with National Small scale Industries Corporation, Govt. of India.
    4. Firms borne on the HPGCL's approved list of suppliers which may have made a permanent earnest money deposit of Rs.10.00 Lakhs at the respective Project/office of HPGCL, if they quote the Registration number given by the respective project/office of HPGCL in their tender papers.

Executive Engineer/Solar
PTPS, HPGCL, Panipat

**Instructions to bidder on Electronic Tendering System**

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| 1 | Registration of bidders on Portal | All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e - Procurement Portal i.e. https://etenders.hry.nic.in. Please visit the website for more details. |
| 2 | Obtaining a Digital Certificate | 2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder who is bidding online. These Digital Certificates are issued by an Certifying Authority Approved, by the Controller of Certifying Authorities, Government of India.<br>2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – https://etenders.hry.nic.in.<br>2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities<br>2.4 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt the data and sign during the stage of bid preparation & submission. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).<br>2.5 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.<br>2.6 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.<br>2.7 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company. |
| 3 | Opening of an Electronic Payment Account | Tender document can be downloaded online. Bidders are required to pay the tender documents fees online using the electronic payments gateway service. For online payments guidelines, please refer to the Home page of the e-tendering Portal https://etenders.hry.nic.in. |
| 4 | Prerequisites for online bidding | In order to bid online on the portal https://etenders.hry.nic.in , the user machine must be updated with the latest Java. The link for downloading latest java applet is available on the Home page of the e-tendering Portal. |
| 5 | Download of Tender Documents | The tender documents can be downloaded free of cost from the e-Procurement portal https://etenders.hry.nic.in |
| 6 | 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 |

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| 7 | Bid Preparation (Technical & Financial) , Payment of Tender Document Fee, eService fee, EMD fees and Submission of online Bids | 8.1 The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT . <br>The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks. <br>The Tender Document Cost including E-service cost shall be paid online through Debit card or net banking and EMD shall be paid through RTGS/NEFT. Confirmation of receipt of the above costs is must before final submission of the tender. <br>RTGS/NEFT may take 48 hrs. for clearance, therefore, EMD should be paid well in time so that tender can be submitted within closing date of tender. <br><br>8.2 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. <br>8.3 Submission of bids will be completed by submission of the digitally signed & sealed bid as stated in the time schedule (Key Dates) of the Tender. |
| 8 | Tender Closing | After the submission of bid by the bidders, the bidding round will be closed. Once the online tender is closed, no new Vendor can bid in the tender |

NOTE:-

A. The bid will be accepted only online on the portal https://etenders.hry.nic.in. No Hard copy of any part will be accepted and will not be considered for processing at any stage. The Executive Engineer has the right to verify the authentication of the documents submitted by the bidder online.
B. From the starting date of tender downloading to final date of submission of bid, the bidder can rework on his bid number of times he wants. If bidder submits the revised bid including price bid, original bid will automatically deleted and this revised bid will become original bid No. revised bid will be submitted after Part-I (Technical Bid) is opened.
C. Complete bid will only be submitted after realization of tender document's fee and EMD.
D. 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.

XEN/Solar
For Chief Engineer PTPS, Panipat

**ANNEXURE-I**

**INSTRUCTIONS TO THE BIDDERS (WORK ORDER)**

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| 1<br><br>A | The bidder should be the original equipment manufacturer of a Solar PV plant and having experience of two years (must have achieved a CUF of 18% or higher in one of these years) for O&M of solar PV plant of 5 MW or higher (having SCADA system) in past 5 years or a registered vendor of HPGCL, as per vendor registration policy for the specific category of the work.<br>OR<br>The bidder must have experience of having successfully executed work order of Operation and Maintenance of solar PV plant of 5 MW or above (having SCADA system) for two years (must have achieved a CUF of 18% or higher in one of these years) during last five years ending the last day of the month previous to the month in which application are invited having minimum work order value as under:<br><br>Single order copy of value not less than Rs. 84.00 lakhs executed during one year<br>OR<br>Two orders of the value not less than Rs. 52.50 lakhs executed during one year<br>OR<br>Three orders of the value not less than Rs. 42.00 lakhs executed during one year<br><br>Bidders shall submit, in support of the above conditions, the copy of work orders executed with the completion certificates that mentions financial implication of the order.<br>OR<br>In case the bidder wants to meet the eligibility criteria through its own power plant, then the firm will submit copy of PPA of solar PV plant of 5 MW or higher (having SCADA system), executed in past 5 years along with proof of CUF greater than or equal to 18% achieved in last 2 years for the same plant.<br><br>Note:- Original documents may be asked for verification at the time of finalizing the tender. A certificate to the effect that the tenderer is not black listed from any Public Sector undertakings of Central Govt./State Govt./SEBs/Corporations/any other reputed thermal/Hydel plant etc.<br><br>Decision of the HPGCL regarding fulfilment of pre-qualification requirement shall be final and binding upon the bidders. |
| B | The bidders must have average annual turnover of not less than 1.05 Cr in the last three consecutive financial years ended prior to the financial year in which the applications are invited |
| C | Before submitting the bid, the bidder should check the operational performance of the solar PV plant at PTPS at its own level and cost. The firm will submit a certificate that it has satisfied itself with the performance of the plant and has agreed to the guaranteed generation clause of the tender. |
| 2 | The contractor is registered under Contract Labour (Regulation & Abolition) Act, 1970 and possesses a valid labour license for deploying the workers on the work or will obtain the same within 15 days of issuance of work order. The agency should have his own independent, EPF, ESI. |
| 3 | The Tender Document can also be seen and downloaded from HPGCL website www.hpgcl.org.in. Tender document so downloaded duly filled up completely is only acceptable as per NIT when accompanied with prescribed tender cost and earnest money deposit |
| 4 | Before submitting tenders the instructions may be read carefully regarding submission of tender. In case of any doubt arising in the description of work or any other terms & conditions, clarification can be had from Xen/Solar, PTPS, Panipat (xensolar.ptps@hpgcl.org.in) before the due date of submission of the bid |
| 5 | The Price must be quoted strictly as per Rate Quoting sheet as per NIT |
| 6 | Normally the tenders should not differ from the terms & Conditions and technical specifications incorporated in the Tender Documents from this scope of work. In case of any deviation the same shall be specifically mentioned on separate sheet otherwise it will be presumed that tenderer agreed all terms & conditions as per Tender Document |

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| 7 | The tenders shall be submitted through online only containing following necessary documents as under:<br>(a)Part-I: Documents as per Qualifying Requirement & Techno Commercial Bid.<br>(b)Part-II: Price Bid/Rate quoting sheet. |
| 8 | All tenders received against open tender enquiry irrespective of whether they are from the approved contractors on the registered list or others, shall be considered, provided they are on the prescribed form and in accordance with the tender conditions and specifications |
| 9 | If due date of opening of the tenders happens to be a Public Holiday, the opening of tenders will be done on the next working day at the same place and time specified originally for opening in the office of Xen/Solar, PTPS, Panipat in the presence of tenderer's authorized representatives, who desire(s)to be present the time of opening. |
| 10 | Unless exempted specifically, tenders not accompanied with the prescribed EMD/Cost of Tender shall be rejected. EMD/Cost of Tender shall be in the prescribed mode of payment as asked in the NIT, otherwise, the tender shall be liable to be rejected. Incomplete, obscure or irregular tender is liable for rejection |
| 11 | The validity of the tender/offer shall be for 180 days from the date of opening of the price bid.<br>a) The bidder/tenderer is not allowed to revise the price bid, during the validity of the price bid already submitted. In case, the bidder submit a revised price bid suo-moto, original as well as revised offers shall be opened and lowest will be considered only. No reversed bids will be considered after opening of Technical Bid/price bid<br>b) The rate negotiations could be held up to L3 bidder, if the difference between the L1 quoted rates and those quoted by L2 and L3 is within 5% of the L1 quoted rates. In case where the L1 bidder refuses to further reduce his offered price and the L2 or L3 bidders come forward to offer a price which is better than the price offered by 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 discounted price. In case of acceptance, he would be treated as L1 bidder.<br>c) Work shall be awarded to overall L-1 firm |
| 12 | The order placing authority is not bound to accept the lowest tender or any other tender or assign any reasons for the rejection. HPGCL shall have the right to call for fresh tenders or accept either the whole or part of tenders or to place order on the basis of prices quoted |
| 13 | No deviation shall be allowed. However, in case of deviation of taxes etc., the same be loaded for comparison purpose. |
| 14 | Selection preference of the tendered work may be allowed as per policy of the State Government to the Industrial Units located in Haryana on the lowest valid rates if tenderer so claims with requisite documentary evidence |
| 15 | The bidders / contractors shall observe the highest standards of ethics during the submission of tender, procurement and execution of the contract. In case of evidence of cartel formation by the bidder(s) EMD is liable to be forfeited. |
| 16 | The bidder shall bear all costs including bank charges, if any, associated with the preparation and submission of his bid, and the purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process |
| 17 | HPGCL reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason |
| 18 | HPGCL reserves the right to short close the work order at any time during the period of the work order. HPGCL shall provide a notice of 15 days to the firm in this matter. The decision to short close shall be of HPGCL alone and the contractor shall have to abide by the decision |
| 19 | The firm who have been blacklisted by HPGCL or any other Centre or state power utility/Board or corporation/or any other thermal/hydro electrical project shall not be eligible to bid against the NIT of HPGCL, However |

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| | 1. In case the blacklisting of the firm is for a specific plant and not for the organization as a whole then such blacklisting will not tantamount to ineligibility of the bidders.<br>2. Blacklisting of the firm by any unit of the HPGCL shall be considered as ineligibility of the firm at any other project of HPGCL<br>3. On case any firm was blacklisted for limited period in past by any organization and presently such blacklisting has removed by such organization then it will not tantamount to ineligibility of the bidder.<br>Firm has to certify itself for its eligibility with supporting documents it has not been blacklisted by any organization presently, however in case at a later stage such certification found wrong then it will lead to misrepresentation of the facts and the firm shall be treated as blacklisted on this ground and action shall be taken as per regulation 36 and 37 of HPGCL regulations. |
| 20 | The responsibility of GST compliance shall lies with the bidder & the bidder will submit the undertaking on its letter head certifying the following::<br><br>1. The bidder shall submit a copy of Registration certificate under GST Act.<br>2. GST registration is valid as on date<br>3. No default has ever been made by the bidder in filing the various GST returns and deposit of GST dues with the department.<br>4. Bidders having multiple registration under GST will submit undertaking for each & every GST number. A default under a GST number even if the GST number pertains to some other state, will make the vendor ineligible to participate in the tender. |

Note:

1. Unless agreed otherwise the above terms and conditions of the contract will form part of the order after finalizing the proposal. The non-applicability/ modification in the aforesaid clauses if agreed shall be mentioned/ attached in/ with the order specifically.
2. Any other term not defined in instructions to the bidder or above terms & conditions should be interpreted as defined in HPGCL Purchase Regulations “2015” available on the website of HPGCL.
3. The term “Bid” and “tender” and their derivatives (“Bidder/ Tenderer” “Bidding/Tendering”) are synonymous. Singular also means plural

XEN/Solar
For Chief Engineer PTPS, Panipat

**Annexure II**

## Terms and Conditions

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| 1 | General | ● In the event of conflict between requirements of two clauses of the specification, document or requirements of codes/standards or mentioned herein under, the more stringent requirement as per the interpretation of the HPGCL shall prevail.<br>● Any clauses/conditions or terms in firm's offer and/or acknowledgement letter, which is repugnant to or inconsistent with the terms hereto shall be void and of no force and effect unless specifically approved and expressly modified/amended by HPGCL. The firm will also be deemed to be fully aware of HPGCL's general and special terms and conditions applicable to the project which form part of this order and any ignorance of the conditions will not exempt the firm from the liabilities to abide by the same.<br>● The firm shall take necessary and adequate safety measures including issue and use personal protective equipment and precautions during work to avoid any accident, which may cause damage to any equipment/material or injury to workmen. |
| 2 | Scope of work | It is not the intent to list out the complete scope of work hereunder. however, the broad scope of work shall include but not limited to the following: |
| a | Inspection of Panels, Inverters, String measurement box, transformers etc | |
| b | Monitoring of operating parameters through SCADA and other instrumentation | |
| c | Cleaning of Solar panels, Pyranometer and Inverter as per schedule/site requirement | |
| d | Transformer inspections and UPS battery testing | |
| e | String current monitoring | |
| f | Preparation and submission of operation and maintenance reports as per schedule and instruction of HPGCL. | |
| g | Recording readings of ABT meter | |
| h | Housekeeping and keeping the site neat and clean | |
| i | Periodic TDS measurements of RO water Tanks and R.O. Filter cleaning | |
| j | Comprehensive security of premises of 10 MW solar power plant on both sites located in PTPS | |
| k | Regular trimming of trees/grass/shrubs causing shading on solar panels | |
| l | The comprehensive operation shall include operation of the system and workmanship in order to keep the project trouble free. The plant shall generate at least equivalent to the guaranteed base NEEGG as per schedule failing which penalty as per tender documents shall be applicable. | |
| m | Comprehensive operation maintenance shall include all preventive/routine maintenance and break down/ corrective maintenance of all the equipment installed in the solar power plant premises required to ensure maximum uptime. | |
| n | Firm shall submit a comprehensive maintenance schedule for operation and maintenance of the photovoltaic power plant along with OEM checklists and shall be liable for abiding by the OEM maintenance schedule. | |
| o | All operation and maintenance procedures shall be carried out through appropriate relevant standards, regulations and labour laws. | |

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| p | All operation and maintenance procedures shall be carried out as per appropriate/relevant standards, regulations laid by HVPNL/UHBVN/MNRE and/or any other govt. agency as and when applicable. Further, this shall comply with the applicable labour laws. Firm shall make them aware of such requirements and shall not solely depend on HPGCL to avail full information. | |
| q | Firm shall comply with all applicable laws or ordinances, codes approved standards, rules, and regulations and shall procure all necessary municipal, panchayat and government permits & licenses etc. and maintain their validity at its own cost. | |
| r | The firm shall operate and maintain the facility and shall demonstrate the annual net electricity generation guarantee (NEEGG) and hence the CUF as derived at metering point. For the purpose of evaluation of the plant performance, it shall offer access to the electrical parameters and weather data through remote monitoring system | |
| s | Any other work required to ensure safe and efficient O&M of the solar power plant shall be deemed to be in the scope of the firm at no additional cost to HPGCL. | |
| t | The firm shall be responsible for the arrangement of all man and material including spares, consumables, T&P items etc. for successful O&M of the solar plant. Unless it is clearly specified, HPGCL shall not be responsible to provide any man/material/ documentation for successful execution of O&M contract | |
| u | The firm shall maintain sufficient quantities of spares to ensure minimum downtime. The firm will deploy competent manpower in sufficient numbers that is conversant with the existing system, including SCADA. The firm will also keep liaison with the OEMs of the equipments installed in the plant and shall call the service engineer, if required, in minimum possible time | |
| v | Tilting of panels as required by schedule/directions of HPGCL shall squarely be in the scope of the firm | |
| w | Firm will appoint QCA (Qualified coordinating agency) for Forecasting, scheduling and deviation settlement mechanism at its own cost. All costs relating to Submission of Bank Guarantee to SLDC shall be in the scope of the firm. Any Interfacing with existing meters shall also be in the scope of the firm. Real time data transmission to SLDC shall also be in the scope of the firm | |
| x | In case of damage to any equipment of the solar plant, the firm shall be responsible for replacement of that equipment at its own cost and without any cost to HPGCL. There shall be no exemption given to the firm in case of loss of generation due to damage to any equipment | |
| 3 | Rate/Contract Price | Rate shall be quoted by the bidder, strictly as per rate quoting sheet and the agreed contract price shall remain firm during the currency of the contract. Any statutory taxes/levies, if to be charged extra, should be clearly indicated by tenderer in their offer separately, failing which it will be presumed that the quoted prices are inclusive of all such statutory taxes/levies |
| 4 | Earnest Money And Security Deposit | i. Earnest money shall be deposited as per instructions to the bidder on electronic tendering system.<br>ii. The earnest money furnished by the successful tenderers on whom the work order is placed shall be converted into security deposits as a guarantee for faithful and satisfactory execution of the work order.<br>iii. The Security Deposit shall be Rs. 50 lakhs to be deposited within 15 days of award of work through LOI/Work order. However, the EMD already deposited by the bidder shall be converted into the security deposit and the balance amount shall be deposited by the firm.<br>iv. The security deposit of the contractor shall be retained by HPGCL for faithful execution of the contract. Security deposit shall be released only after 30 days of completion of the entire period of the contract, on the certificate of Engineer In-charge /EIC for successful completion of contract period and submission of |

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| | | requisite documents like last EPF, GST challans i.e GSTR1, GSTR2A, GSTR 3B (GSTR9, GSTR 9C if required) by the contractor. GSTR 2A should match with the amount of GST paid to the contractor. In case, the details are not there in GSTR2A, the issue needs to be taken up with the vendor and GST consultant of HPGCL.<br>v. No interest shall be paid on EMD / Security Deposit for the period it remains deposited with HPGCL.<br>vi. The earnest money /security deposit shall be forfeited in part or in full under the following circumstances:-<br>● If the tenderer withdraws his tender at any stage during the currency of validity period.<br>● If the W.O. has been issued but the contractor refuses to comply with it irrespective of the fact that HPGCL sustains any loss on account of such default or not.<br>● In the event of a breach of contract in any manner.<br>● In case of evidence of cartel formation by the bidder(s).<br>● If the contractor fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the HPGCL to forfeit either in whole or in part, in its absolute discretion, the EMD/security deposit furnished by the contractor.<br>● The forfeiture of EMD/security deposit shall be without prejudice to the right of HPGCL to recover any further amount or any liquidated and/or other damages as admissible under the law, under-payments or over payments made to the contractor under this contract or any other contract as well as to take such administrative action against the contractor as blacklisting etc. |
| 5 | Statutory variation | (A) Statutory variations in the taxes shall be permitted as under:-<br><br>If any increase takes place in taxes and duties due to statutory variation, then HPGCL shall admit the same on production of documentary evidences. To claim this variation, the firm shall give the applicable rates at the time of submission of bid.<br><br>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.<br><br>(B) Statutory variations beyond original contractual completion period:-<br><br>● If reasons for extension of contractual completion period is attributable solely to HPGCL, the provisions of (A) (i) above shall apply.<br>● If reasons for extension of contractual completion period is attributable to Bidder, then:-<br>(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.<br>(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. |
| 6 | Terms of payment | ● 100% payment, after deducting statutory deductions, of the monthly running bill shall be made after satisfactory completion of work done.<br>● All payments shall be made in Indian national rupees only.<br>● All payments shall be made on the basis of actual work completed.<br>● Firm shall submit the bill/invoice showing separately GST or any other statutory levies in the bill/invoice.<br>● All taxes and deductions shall be applicable as per prevailing income tax and other statutory rules and provisions in force.<br>● Payment shall be released through RTGS/NEFT. The Contractor will submit the complete bank details viz. Name of Bank/Branch, Account Number, Type of Account, IFSC Code etc, to Sr. Accounts |

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| | | Officer/Accounts Officer along with the bill. The contractor shall submit the undertaking for the first month as proof of wages paid to labour. Onwards running bills must contain proof of wages payment to the manpower i.e. account statement of the wages paid in previous month along with the bill |
| 7 | Completion period/Period of Contract | Completion period shall be 01.04.2022 to 31.03.2027. If the firm fails to start the work within specified time frame as intimated by HPGCL after signing of contract agreement or leave the work site after partial execution of the work, HPGCL shall have the right to get the work done through any other agency at the risk and cost of the firm. Further to this, HPGCL may, without prejudice to the right of the HPGCL to recover damages for breach of trust of the contract, may impose penalties.<br><br>After completion of the contract period, the existing firm shall hand over the complete plant in safe and efficient operating condition to the HPGCL/New firm. |
| 9 | Operation & maintenance Bank guarantee | ● O&M bank guarantee for Rs. 5.75 Crores shall be submitted by the firm to HPGCL within 30 days from the date of start of O&M period valid upto 6 months (i.e. up to 30.09.2021) from the date of ending of contract in the prescribed format given in the tender documents.<br>● In case the O&M bank guarantee is encashed due to any penalty then firm has to replenish within 20 days, the O&M bank guarantee for the remaining period<br>● If by any reason the bank guarantee is required to be extended beyond the due date, the firm shall undertake to renew the bank guarantee (BG) at least one month before the expiry of the validity, failing which HPGCL will be at liberty to encash the same.<br>● This performance guarantee is for the performance of contract and the same is liable to be forfeited by HPGCL in the event of non-fulfilment of the contractual obligations, terms and conditions of this contract by the firm.<br>● Due to an extended nature of the O&M Bank Guarantee, the firm is allowed to provide O&M Bank Guarantee of not less than one (1) year and renew the same each year.<br>● However, the firm shall renew the O&M Bank Guarantee at least one month before the expiry of the validity failing which HPGCL will be at liberty to encash the same. |
| 10 | Guarantee/ Warranty & Performance period | 1. The firm shall provide guarantee and be entirely responsible for the execution of the contract in accordance with the specification, schedules, and annexure of the tender and amendment/clarification thereof.<br>2. Firm shall further provide guarantee and be responsible for the quality and workmanship of all materials and completed works for operation & maintenance of complete duration of contract.<br>3. During the operation & maintenance, the firm shall be 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 contract period shall therefore, be rectified by firm 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 firm. |
| 11 | SUBMISSION OF BILLS | The contractor shall ensure the following document before submitting the bill for pass and payment to avoid delay in payment:-<br>1. Contractor shall submit monthly bill/invoice is in performa as specified under GST laws (Section 31 to 34 of CGST Act read with Rules 46 to 55A of the CGST rules deal with the Tax invoice, Credit notes and debit notes) with correct GST number of HPGCL in triplicate to the Executive-in-charge along with the followings:<br>a. Monthly bill for the AMC / ARC work and in other cases bill for |

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| | | the work done, in duplicate. The bill should be on the contractor's bill book duly serially numbered and bearing date of issue, contractors EPF code, GST Number, PAN & TIN. A photocopy of the EPF code, Labour license.<br>b. Self-attested copy of the deposit challan of EPF contribution, labour welfare fund deposited by the contractor for the labour engaged for the work duly validated with dossier of workers and their account number in the appropriate prescribed Performa.<br>c. Self-attested copy of the attendance sheet, wages register and evidence of wage payment.<br>d. Clearance of CLWO and CSO at PTPS<br>e. Any other document as specified by HPGCL from time to time |
| 12 | Penalty for loss of generation during O&M | ● For each contract year, the firm shall demonstrate "actual delivered energy" at the metering point as compared to the 'base NEEGG' for the particular year calculated as per methodology given in tender document<br>● If for any contract year, it is found that the "actual delivered energy" is less than ' base NEEGG' for the particular year, the firm shall pay the compensation to HPGCL equivalent to Rs. (tariff as per HPGCL's PPA*1.05) per kwh of under-generation. In addition, HPGCL will also recover from the firm, full penalty (including the charges of renewable energy certificate) imposed by HPGCL's power purchaser on HPGCL due to less generation, as per agreement between HPGCL and power purchaser. All penalties shall be recovered from payment yet to be made by HPGCL to firm and/or from the bank guarantees available with HPGCL.<br>● In case of any defect in the system, the firm shall repair it within forty eight (48) hours. After 48 hours, a penalty shall be charged and the same shall be deducted from the bank guarantee submitted to HPGCL. a penalty at the rate of Rs. (tariff as per HPGCL's PPA*1.05) per kwh shall be charged by HPGCL for the loss of generation. The loss of generation shall be calculated with respect to the NEEGG of that particular year based on the actual radiation.<br>● In case the project fails to generate any power continuously for 6 months any time during the O&M period, it shall be considered as an "event of default".<br>● Upon occurrence of any event of default mentioned above, HPGCL shall have the right to encash the entire amount of O&M bank guarantee submitted by the firm and withhold any other pending payment.<br>● HPGCL shall share the benefit, if any, received by power purchaser, with the firm in case of excess generation against the NEEGG by the firm. The sharing shall be done in the ratio of 70% to HPGCL and 30% to the firm.<br>● HPGCL reserves the right to perform random audits of the weather monitoring system of the plant anytime during the entire O&M period. If any discrepancy is found between the measured parameters, the difference between the measured parameters by HPGCL from secondary sources and the weather monitoring system installed by the firm at the site will be factored in while calculating the adjusted NEEGG during the entire year. However, HPGCL will be the final authority to decide on this matter. |
| 13 | Defect Liability | a. Firm must warrant that the facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the plant and equipment supplied and of the work executed.<br>b. if it shall appear to the authorized representative of the HPGCL that any supplies have been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by firm for the execution of contract are unsound or otherwise not in accordance with the contract, firm shall on demand in writing inform the authorized representative of the HPGCL specifying the item, materials or articles |

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| | | complained of notwithstanding that the same forthwith rectify or remove and replace that item so specified and provide other proper and suitable materials or articles at its own charge and cost, and in the event of failure to demand aforesaid, the project manager may on expiry of notice period rectify or failure to do so within a period to be specified by the authorized representative of the HPGCL in its demand aforesaid, the project manager may on expiry of notice period rectify or remove and re-execute the time or remove and replace with others, the materials or articles complained of as the case may be at the risk and cost in all respects of firm. The decisions of the authorized representative of the HPGCL as to any question arising under this clause shall be final and conclusive.<br>c. Firm shall be liable for the operation and maintenance of the facility and consequently shall be required to rectify any defects that emerge during the operation of the facilities for the entire term of this contract. the defect liability period shall be eighteen (18) months from the date of expiry or early termination of this contract ("defects liability period") including the operation and maintenance period.<br>d. If during the defect liability period any defect found in the materials and workmanship of the plant and equipment supplied or of the work executed by firm, firm shall promptly, in consultation and agreement with HPGCL regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good such defect as well as any damage to the facilities caused by such defect.<br>e. Furthermore, without prejudice to the generality of the foregoing, it is clarified that firm shall also be responsible for the repair, replacement or making good of any defect or any damage to the facilities arising out of or resulting from improper operation or maintenance of the facilities by firm<br>f. HPGCL shall give firm a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. HPGCL shall afford all reasonable opportunity for firm to inspect any such defect.<br>g. HPGCL shall provide firm all necessary access to the facilities and the site to enable firm to perform its obligations.<br>h. Firm may, with the consent of the HPGCL, remove from the site any plant and equipment or any part of the facilities that are defective, if the nature of the defect and/or any damage to the facilities caused by the defect is such that repairs cannot be expeditiously carried out at the site.<br>i. If the repair, replacement or making good is of such a nature that it may affect the efficiency of the facilities or any part thereof, the HPGCL may give to firm a notice requiring that tests of the defective part of the facilities shall be made by firm immediately upon completion of such remedial work, whereupon firm shall carry out such tests.<br>j. If such a part fails the tests, the firm shall carry out further repair, replacement or making good (as the case may be) until that part of the facilities passes such tests. The tests in character shall in any case be not inferior to what has already been agreed upon by HPGCL and firm for the original equipment/part of the facilities.<br>k. If firm fails to commence the work necessary to remedy such defect or any damage to the facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than seven (7) days, the HPGCL may, following notice to firm proceed to do such work and its reasonable costs incurred by HPGCL in connection therewith shall be paid to HPGCL by firm or may be deducted by the HPGCL from any monies due to firm or claimed under the performance guarantee, without prejudice to other rights which HPGCL may have against firm in respect of such |

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| | | defects.<br>l. If the facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the defect liability, period of the faculties or such part as the case may be shall be extended by a period equal to the period during which the facilities or such part cannot be used by the HPGCL because of any of the aforesaid reasons. Upon correction of the defects in the facilities or any part thereof by repair/replacement, such repair/replacement shall have the defect liability period of eighteen (18) months from such replacement.<br>m. In addition, firm shall also provide an extended warranty for any such component of the facilities and for the period of time. such obligation shall be in addition to the defect liability period specified under clause 'c' above. |
| 14 | Insurance | a. During the contract period, all insurance related expenses shall be borne by the firm. The goods shall be fully insured against any loss or damage in such a manner that HPGCL shall not incur any financial loss, as long as the plant continues to remain under the custody of the firm.<br>b. In case of any loss or damage or pilferage or theft or fire accident or combination of the said incidents etc. under the coverage of insurance, the firm shall lodge the claim as per rules of insurance. Any FIR required to be lodged at the local police station shall be the responsibility of the firm.<br>c. firm shall arrange to supply/rectify/recover the materials even if the claim is unsettled for timely completion of the project. The final financial settlement with the insurance company shall be rested upon firm.<br>d. firm shall arrange for providing insurance coverage to its workmen under workmen's compensation act or similar rules and acts as applicable during execution of work for covering risk against any mishap to its workmen. firm shall also undertake a third party insurance. HPGCL will not be responsible for any such loss or mishap.<br>e. firm shall take care of insurance of its employees as well as employees/labours of their subcontractors, during the entire period of O&M.<br>f. Comprehensive insurance is to be arranged by the contractor during the period of the contact |
| 15 | Assignment or Subletting of contract | a. Firm shall not, without the prior consent in writing of HPGCL, assign or sublet or transfer its contract in whole or in part, its obligations to perform under the contract or a substantial part thereof, other than raw materials, or for any part of work of which makes are named in the contract, provided that any such consent shall not relieve firm from any obligation, duty or responsibility under the contract.<br>b. Firm shall notify HPGCL in writing of all sub contracts awarded under the contract if not already specified in his bid. Such notification in its original bid or later shall not relieve the firm from any liability or obligation under the contract.<br>c. Subcontracting a work shall not under any circumstances, relieve the firm from its obligations towards the project and HPGCL.<br>d. In case, the firm engages any sub-contractor to carry out a part of the work, the sub-contractor should have requisite government license for carrying out such part of the work. |
| 16 | | Cost of water shall be as per prevailing rate and to be borne by firm. However, sweet water tapping at one point may be provided by HPGCL.<br><br>HPGCL shall not provide facilities for storage of material, and |

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| | | accommodation for labour at site. the firm shall make his own arrangement for the same within the plant area at a safe place<br><br>The firm will not move any equipment/spares outside the plant premises without the explicit permission of CE/PTPS or any other HPGCL representative authorized by CE/PTPS |
| 17 | Labour Engagement | a. Firm shall be responsible to provide all wages and allied benefits to its labour engaged for execution of the project work and also to carry out operation and maintenance service. Firm 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.<br>b. 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 firm and he shall have to make good loss, if any, suffered by HPGCL on account of default in this regard by the firm. EPF contributions will be deposited by the contractor in his own EPF code no. in the respective account of the workers. The contractor will submit the copy of EPF challan to the Factory Manager, at the time of 90% payment along with corresponding list of workers<br>c. Firm is encouraged to use local manpower as per the local statutory (labour) requirement, if any.<br>d. The contractor will be solely responsible for any liability for his workers in respect of any accident, injury arising out and in course of contractor's employment. To meet his aforesaid obligation under the workmen Compensation Act, the contractor may obtain W.C. Policy from the Insurance Company for the persons employed by him for carrying out the work. The premium payable for the aforesaid Insurance Policy shall be borne by the contractor.<br>e. The contractor shall ensure that the said Insurance Policy of this insurance cover is required to be submitted by the contractor to Engineer-in-charge of work immediately after issue of LOI, but before the start of work |
| 18 | Environmental and ISO compliances | Contractor shall follow all the Environmental laws and other statutory laws issued by various organization applicable to HPGCL from time to time |
| 19 | Force Majeure | a. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such force majeure shall be treated as suspended during which the force majeure clause lasts.<br>b. in the "force majeure" shall have herein mean riots (other than among firm's employee), civil commotion, war (whether declared or not), invasion, act of foreign enemies hostilities, civil war, rebellion, revolution, insurrection, military coup, damage from aircraft, nuclear fission, embargoes, quarantines, acts of god such as earthquake (above 7.0 magnitude on richter scales), lighting, unprecedented floods, fires not caused by contractor negligence and other causes which firm has no control and accepted as such by the HPGCL whose decision shall be final and binding. Normal rainy season and monsoons are not force majeure.<br>c. upon occurrence of such causes and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by registered notice within 24 (twenty |

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| | | four) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.<br>d. time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such clause lasts.<br>e. if works are suspended by force majeure conditions lasting for more than two months, HPGCL shall have the option of cancelling this contract in whole or part thereof, at its discretion.<br>f. firm shall not claim any compensation for force majeure conditions and shall take appropriate steps to insure men and materials utilized by it under the contract well in advance. |
| 20 | Arbitration | a. 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 arbitrator to be appointed by MD, HPGCL. the award of the arbitrator shall be final and binding on both the parties to the contract.<br>b. 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.<br>c. firm will ensure that the work under this contract shall continue during arbitration proceedings and dispute and non payments due from or payment by the HPGCL shall be withheld on account of such proceedings except to the extent which may be in dispute. |
| 21 | Termination | a. HPGCL may, without prejudice to any other remedy for breach of contract, by written notice of 15 days of default sent to firm, terminate the contract in whole or in part:<br>● if the firm fails to deliver or execute any or all of the goods within the time period(s) under the contract or any extension thereof granted by HPGCL pursuant to the clause for delay in execution or,<br>● if the firm fails to perform any other obligations(s) under the contract.<br>b. in the event HPGCL terminates the contract in whole or in part, pursuant to above, HPGCL may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, firm shall be liable to the HPGCL for any excess costs for such similar goods. However, the firm shall continue the performance of the contract to the extent not terminated.<br>c. In case firm is not able to demonstrate the “actual delivered energy” as per the “base NEEGG” based on the procedure mentioned in the tender and after the penalties levied as mentioned tender document. HPGCL reserves the right to terminate the contract at its discretion if no efforts are made from the firm to correct the issues regarding plant performance.<br>d. In case termination of the contract due to default, the firm may be blacklisted from HPGCL and associate companies for future work. |
| 22 | Risk Purchase | If the firm fails, on receipt of the LOI, to take up the work within a reasonable period or leaves the work site after partial execution of the work. HPGCL shall have the liberty to get the work done through other agency at the firm’s own risk and additional cost, if any. If the situation warrants, to compel HPGCL to cancel the LOI placed on the firm, it shall be liable to compensate the loss or damage, which HPGCL may sustain due to reasons of failure on firm’s part to execute the work in time. |

<table>
<tr><td>23</td><td>LAWS GOVERNING CONTRACTS</td><td>All contracts shall be governed by the laws of India for the time being in force.<br>Irrespective of the place of delivery, place of performance or place of payment under a contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.<br>Jurisdiction of Courts- The courts of the place from where the acceptance of tender has been issued shall alone have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract</td></tr>
<tr><td>24</td><td>Contract Agreement</td><td>The contractor shall execute a contract agreement with HPGCL on a Non-Judicial Stamp Paper of Rs. 100/- within 07 days of receipt of work order</td></tr>
<tr><td>25</td><td>IDLE LABOUR CHARGES</td><td>No idle labour charges will be admissible in the event of any stoppage caused in the work resulting in contractor’s labour being rendered idle due to any cause.</td></tr>
<tr><td>26</td><td>SAFETY RULES</td><td>A Firm shall have to comply with all the provisions of safety rules. The Chief Safety Officer may impose a penalty of Rs.200/- per day per head if the workers of the contractor are found to be working carelessly without proper protective equipment in unsafe conditions. Against violation of any other clause, a penalty of Rs 500 /- per violation (minimum) shall be levied. In case of repeated violation of serious nature resulting in various serious accidents or direct loss to the corporation /threatens to cause severe consequences, higher penalty rates may be imposed including suspension/ termination of the contract. If any action is initiated by Chief inspector of factories, Chandigarh or any other authority against occupier/factory manager or any other authority of HPGCL in case of any fatal/non-fatal accident or any other violation of factory act, 1948, Pb. Hr. factory rules, 1952 or any other industrial or labour act, the contractor shall be liable for the same and also to deposit the amount of fine/penalty if any. In case of default action as deem fit shall be initiated against the contractor.<br>This office reserves the right to claim adequate compensation from the contractor on account of any damage caused to the plant & equipment handed over to him for execution of the work, due to careless handling or negligence on the part of the contractor</td></tr>
<tr><td>27</td><td>SET OFF</td><td>Any sum of money due and payable to the supplier under the contract (including security-deposit returnable to the supplier) may be appropriated by the HPGCL and set-off against any claim of the Corporation for the payment of a sum of money arising out of under that or any other contract entered into by the supplier with the HPGCL</td></tr>
<tr><td>28</td><td>SHORT CLOSURE OF WORK ORDER</td><td>HPGCL reserves the right to short close the work order at any time during the period of the work order. HPGCL shall provide a notice of 15 days to the firm in this matter. The decision to short close shall be of HPGCL alone and the contractor shall have to abide by the decision.</td></tr>
<tr><td>29</td><td>Net Electrical Energy Generation Guarantee (NEEGG)</td><td>Net Electrical Energy Generation Guarantee (NEEGG) during the O&M period of 5 years reckoned from 01.04.2022 to 31.03.2027 shall be as under (annual reference radiation as 1832kWh/m$^2$):-
<table>
<tr><td>Year</td><td>Net Electrical Energy Generation Guarantee (NEEGG) kWh</td><td>Capacity Utilization Factor (CUF)%</td></tr>
<tr><td>1</td><td>1,86,26,000</td><td>21.26%</td></tr>
<tr><td>2</td><td>1,84,96,000</td><td>21.11%</td></tr>
<tr><td>3</td><td>1,83,67,000</td><td>20.97%</td></tr>
<tr><td>4</td><td>1,82,38,000</td><td>20.82%</td></tr>
<tr><td>5</td><td>1,81,10,000</td><td>20.67%</td></tr>
</table></td></tr>
</table>

| | | |
|---|---|---|
| | | Following factors may be noted for computing the Base NEEGG/CUF:-<br><br>1. Effect due to variation in annual insolation against the reference radiation given in the Tender shall only be considered for computing the Base NEEGG/CUF.<br><br>The measured value of energy at step (3) shall be compared with ‘Base NEEGG’ and hence with ‘Base CUF’ value. “Base NEEGG/ CUF” for a month is calculated by using annual reference solar radiation as 1832 $kWh/m^2$ adjusted with a correction factor to take into account the actual average global solar radiation measured by the calibrated pyranometer for that year<br><br>2. Effect due to variation of meteorological parameters e.g. ambient temperature, wind speed, humidity etc. shall not be considered.<br><br>Generation loss due to grid outage (or power evacuation system which is not in the scope of the firm): The measured global solar radiation of the period of the outage of the power evacuation system shall be excluded to calculate average global solar radiation for the period of Performance Guarantee Test and O&M. |

| **Generation details of Past 5 years** | | | | | |
|---|---|---|---|---|---|
| Year | Guarantee Generation | Design GHI | Actual GHI | Actual Generation | CUF AC% |
| 2017-18 | 19292000 | 1832 | 1524.74 | 16170462 | 18.48% |
| 2018-19 | 19157000 | 1832 | 1494.65 | 16257888 | 18.54% |
| 2019-20 | 19023000 | 1832 | 1447.81 | 15554964 | 17.73% |
| 2020-21 | 18890000 | 1832 | 1570.28 | 16858098 | 19.27% |
| 2021-22 Till oct-2021 | 18758000 | 1832 | 1016.25 | 9866892 | 18.76% |

**Annexure III**

## List of installed Equipment

The below list is tentative as supplied by the existing contractor and HPGCL does not own any responsibility in case of any variation/addition/deletion in the list.

| | EQUIPMENT NAME | EQUIPMENT Sr. No. | Rating | MAKE | QTY | Installed in |
|---|---|---|---|---|---|---|
| 1 | INVERTER No. 1 | (160853-49) | 1250 KW each | HITACHI | 1 | 2016 |
| 2 | INVERTER No. 2 | (160853-51) | | | 1 | 2016 |
| 3 | INVERTER No. 3 | (160853-54) | | | 1 | 2016 |
| 4 | INVERTER No. 4 | (160853-47) | | | 1 | 2016 |
| 5 | INVERTER No. 5 | (160853-50) | | | 1 | 2016 |
| 6 | INVERTER No. 6 | (160853-48) | | | 1 | 2016 |
| 7 | INVERTER No. 7 | (160853-52) | | | 1 | 2016 |
| 8 | INVERTER No. 8 | (160853-53) | | | 1 | 2016 |
| 9 | I/C 1 From 33 KV HT Pannel -3(MCR) | D1617/013/01-04/01 | 33 KV, 630 A | Sterling Generators | 1 | 2016 |
| 10 | O/G to Transmission Line | D1617/013/01-04/01 | | | 1 | 2016 |
| 11 | I/C 2 From INVERTER Room No.2 | D1617/013/01-04/01 | | | 1 | 2016 |
| 12 | I/C 1 From INVERTER TRAFO-4 | D1617/013/04-04/01 | | | 1 | 2016 |
| 13 | O/G to 33 KV HT Pannel -MCR(LSB) | D1617/013/04-04/01 | | | 1 | 2016 |
| 14 | I/C -2 From INVERTER Room -1(LSB) | D1617/013/04-04/01 | | | 1 | 2016 |
| 15 | UPS (MCR) | DU-0043(DU-20474) | 8KVA | DUBAS Engineering | 1 | 2016 |
| 16 | BATTERY CHARGER (MCR) | DUC-0116(DU-20477) | 110V, 20+20 A | | 1 | 2016 |
| 17 | DC Battery(for Battery Charger) | 87KPM120P | 120 Ah/ 1.2 V | Intertek | 87 | 2016 |
| 18 | DC Battery(for UPS Charger) | FE00-HD165-12 | 165 Ah/ 12 V | Exide | 30 | 2016 |
| 19 | UPS DB (MCR) | E/206/5087 | 63 A, 8*10 A,16 A, 230 V AC | Adlec system P.V.T. | 1 | 2016 |
| 20 | SDB(MCR) | E/20575087 | 120A, 415 V, 20 KA | | 1 | 2016 |
| 21 | IDT T/F-04(MCR) | 22232/01 | 3125 KVA | SHILCHAR | 1 | 2016 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 22 | AUX-T/F | RT-320/1 | 40 KVA | RAKESH | 1 | 2016 |
| 23 | PYRANOMETER TILT | 162893 | | Kippe Zonen | 1 | 2016 |
| 24 | PYRANOMETER HORIZONTAL | 163011 | | | 1 | 2016 |
| 25 | HT CT R | VTS/MAY/19/1/2016/1 | 200/1 A | VISHAL T/F SWITCHGEAR Pvt.Ltd. | 1 | 2016 |
| 26 | HT CT Y | VTS/MAY/19/1/2016/2 | 200/1 A | | 1 | 2016 |
| 27 | HT CT B | VTS/MAY/19/1/2016/3 | 200/1 A | | 1 | 2016 |
| 28 | HT PT R | VTS/MAY/19/2/2016/7 | 33 KV/ 110 V | | | 2016 |
| 29 | HT PT Y | VTS/MAY/19/2/2016/8 | | | | 2016 |
| 30 | HT PT B | VTS/MAY/19/2/2016/9 | | | 3 | 2016 |
| 31 | RO Machine | 150 | 1000 LPH | DELTA pure Technology | 1 | 2016 |
| 32 | RO Motor | 2072164514 | 2.2 KW | SHAKTI | 1 | 2016 |
| 33 | Booster motor | 15483 | 1.5 KW(2HP) | CROMPTOM | 1 | 2016 |
| 34 | CPU | | | | 1 | 2016 |
| 35 | LCD monitor | | | | 1 | 2016 |
| 36 | PLC Panel | | | | 1 | 2016 |
| 37 | SDB(IR 1) | E203/5087 | 50 A,415 V,20 KVA | Adlec system P.V.T. | 1 | 2016 |
| 38 | UPS DB(IR 1) | E/204/5087 | 1A | | 1 | 2016 |
| 39 | PLC Pannel | | | Sterling And Wilson | 1 | 2016 |
| 40 | I/C 1 From INVERTER TRAFO-1 | D/1617/013/03-04/01 | 33 KV, 630 A | Sterling Generators | 1 | 2016 |
| 41 | I/C 2 From INVERTER TRAFO-2 | D/1617/013/02-06 | | | 1 | 2016 |
| 42 | O/G from 33 KV HT Pannel -MCR(LSB) | D/1617/013/02-06 | | | 1 | 2016 |
| 43 | I/C -2 From INVERTER Room -2(LSB) | D/1617/013/02-06 | | | 1 | 2016 |
| 44 | IDT T/F-01(IR 1) | 22234/03 | 3125 KVA(350 V/ 33 KV) | SHILCHAR | 1 | 2016 |
| 45 | IDT T/F-02(IR 1) | 22231/01 | | | 1 | 2016 |
| 46 | AUX-T/F | RT-321/1 | 20 KVA | RAKESH | 1 | 2016 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 47 | SDB ICR-1 | E203/5087 | 50A -415 V,20 KA | Adlec system P.V.T. | 1 | 2016 |
| 48 | PLC Pannel ICR-1 | CPUPM556-TPETH | 24 V DC | Sterling And Wilson | 1 | 2016 |
| 49 | UPS DB | E/204/5087 | 63 A,16 A, 9 *10 A | Adlec system P.V.T. | 1 | 2016 |
| 50 | UPS 5 KVA | DU-0044(DU-20475) | 5 KVA, 230 V | DUBAS Engineering | 1 | 2016 |
| 51 | DC battery for UPS | FE00-HD82-12 | 82 AH, 12 V | Exide | 30 | 2016 |
| 52 | IDT T/F-03(IR 2) | 22233/02 | 3125 KVA(350 V/ 33 KV) | SHILCHAR | 1 | 2016 |
| 53 | AUX-T/F | RT-321/2 | 20 KVA | RAKESH | 1 | 2016 |
| 54 | I/C 1 From INVERTER TRAFO-3 | D/1617/013/02-04/01 | 33 KV, 630 A | Sterling Generators | 1 | 2016 |
| 55 | O/G 2 To 33 KV HT Panel -MCR(LBS 1) | D/1617/013/02-04/01 | | | 1 | 2016 |
| 56 | O/G 3 To 33 KV HT Panel -ICR 1(LBS 2) | D/1617/013/02-04/01 | | | 1 | 2016 |
| 57 | PLC panel( ICR 2) | CPUPM556-TP-ETH | | Sterling And Wilson | 1 | 2016 |
| 58 | SDB ICR-2 | E201/5087 | 50 A,415 V,20 KA | Adlec system P.V.T. | 1 | 2016 |
| 59 | UPS DB | E/202/5087 | 63 A,230 V | | 1 | 2016 |
| 60 | UPS 5 KVA | DU-0045(DU-20476) | 5 KVA, 230 V | DUBAS Engineering | 1 | 2016 |
| 61 | DC battery for UPS | FE00-HD82-12 | 82 AH,12 V | Exide | 30 | 2016 |
| 62 | Module | NA | 315 W | JA Solar | 34940 | 2016 |
| 63 | Module | NA | 325 W | Canadian | 1820 | 2016 |
| 64 | SMB | NA | | Trinity Touch | 81 | 2016 |

**Annexure IV**

## Rate Quoting Sheet

| Year | Time Period | Net Electrical Energy Generation Guarantee (NEEGG) kWh | Annual Rates inclusive of GST (in Rs.) |
|---|---|---|---|
| 1 | 01.04.2022 to 31.03.2023 | 1,86,26,000 | |
| 2 | 01.04.2023 to 31.03.2024 | 1,84,96,000 | |
| 3 | 01.04.2024 to 31.03.2025 | 1,83,67,000 | |
| 4 | 01.04.2025 to 31.03.2026 | 1,82,38,000 | |
| 5 | 01.04.2026 to 31.03.2027 | 1,81,10,000 | |

*Rates (inclusive of GST) are to be quoted strictly as per rate quoting sheet.

**Annexure V**

## BANK GUARANTEE FORMAT

(To be prepared on Stamp paper of appropriate value, issued in the name of Bank)

This BANK GUARANTEE No. ______________________________ made this day of_____________________________ between _______________________________________________________ a bank incorporated and having its registered office at_______________________________ (hereinafter called BANK) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the one part and Haryana Power Generation Corporation Limited, a Company registered in India under Companies Act, 1956 and having its registered office at C-7 Urja Bhawan, Sector-6, Panchkula (Haryana) unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the other part.

WHEREAS in pursuance to the agreement no. ________________________dated ____________________(hereinafter called CONTRACT) entered into between Haryana Power Generation Corporation Limited, (hereinafter called OWNER and___________________________________________ a Company incorporated in ________________________ (hereinafter called CONTRACTOR) which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns, for work of _________________________________________________________________________________ as envisaged in the Contract, Contractor has to submit a SECURITY DEPOSIT for Rs.__________.

CONTRACTOR accordingly agrees to furnish the Bank Guarantee for Security Deposit as hereinafter contained towards fulfillment of all of its obligations under the contract.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs.______________________________________at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfil its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice. The decision of the Owner as to whether the terms and conditions of this BANK GUARANTEE FOR SECURITY DEPOSIT have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this BANK GUARANTEE FOR SECURITY DEPOSIT is limited to Rs. ________________________________________________________________________.

2. This BANK GUARANTEE FOR SECURITY DEPOSIT shall be valid for an initial period of ________________________ months from the date of this Bank Guarantee No.____________ dated _______________ given by the Bank to Owner become effective.
3. This BANK GUARANTEE FOR SECURITY DEPOSIT shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.

4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Bank Guarantee for Security Deposit will remain in force initially up to___________________ months from the effective date of Bank Guarantee No. _________________ dated _____________ given by the Bank to the Owner. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.

5. Any notice by way of request, demand or otherwise hereunder may be sent by post, mail or fax to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a

certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.

6. The BANK GUARANTEE FOR SECURITY DEPOSIT is to be returned to the Bank after its expiry in terms of Paragraph 4 above.

7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

8. Notwithstanding anything contained herein above, our liability under this guarantee shall be limited to an amount of Rs.____________________ (Amount of BG) and shall remain valid up to_________________________ (date of expiration of BG) and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before................. (date) (Including claim period, if any, from the date of expiry of this Bank Guarantee as mentioned above.

Dated ________________ this ___________________ day of ______________.

(Indicate the name of the Bank with stamp)