



HARYANA POWER GENERATION CORPORATION LIMITED
Regd. Office – C-7, Urja Bhawan, Sector-6, Panchkula
Corporate Identity Number: U45207HR1997SGC033517
Website: www.hpgcl.org.in E-mail: ceplg@hpgcl.org.in

e-NIT No: 24/CE/PLG/FTPS/SPP-303/Vol-XI

Dated: 17.02.2021

**E-TENDER
FOR**

**DESIGN, ENGINEERING, PROCUREMENT & SUPPLY,
CONSTRUCTION, COMMISSIONING AND COMPREHENSIVE
OPERATION & MAINTENANCE FOR FIVE (5) YEARS
EXTENDABLE FOR ANOTHER FIVE (5) YEARS OF 20MW
SOLAR PHOTOVOLTIC GRID-CONNECTED POWER PLANT
AT OLD ASH DYKE (FTPS) FARIDABAD, HARYANA**

ISSUED BY:

**CHIEF ENGINEER/DCRTPP (PLANNING SECTION, HQ)
HARYANA POWER GENERATION CORPORATION LIMITED
(HPGCL)
C-7, URJA BHAWAN, PANCHKULA (HARYANA)**



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Dated: 17.02.2021

NOTICE INVITING e-Tender

SUB: "TENDER FOR DESIGN, ENGINEERING, PROCUREMENT & SUPPLY, CONSTRUCTION, COMMISSIONING AND COMPREHENSIVE OPERATION & MAINTENANCE FOR FIVE (5) EXTENDABLE FOR ANOTHER FIVE (5) YEARS OF 20MW SOLAR PHOTOVOLTIC GRID-CONNECTED POWER PLANT AT OLD ASH DYKE (FTPS) FARIDABAD, HARYANA

e-Tender in two parts are invited on behalf of Haryana Power Generation Corporation Limited (HPGCL), Panchkula from eligible parties for the work as under:

Haryana Power Generation Corporation Limited (HPGCL) invites interested parties to participate in this Request for Proposal (this "Tender") for bidding and selection process for the appointment of Contractor for "Design, Engineering, Procurement & Supply, Construction, Commissioning and Comprehensive Operation and Maintenance for Five (5) years extendable for another Five (5) years for the following "Project":

- i. 20MW Solar Photovoltaic Grid-Connected Power Plant At Old Ash Dyke (Ftps) Faridabad, Haryana. The proposed site located on the Ash Dyke of the Faridabad Thermal Power Station at Town: Faridabad, the town lands in Tehsil: Faridabad; District: Faridabad; State: Haryana. The site is located near Sector-49 in Faridabad, Haryana and approximately 15 kilometers (km) from Delhi. The geographical location of the Site is at Latitude: 28.4 N and Longitude: 77.28 E. The site is surrounded by residential colonies and commercial complexes on three sides and road on one side.

Tender Documents may be downloaded from Website <https://etenders.hry.nic.in> For view download and any other updates regarding this Tender, kindly check <https://etenders.hry.nic.in> or www.hpgcl.org.in. Proof of Tender Fee, e-service fee & EMD shall be submitted along with online submission of Tender Documents before the due date. All the relevant documents of the Tender shall also be submitted physically by Registered Post A.D. or Speed Post or in person only which shall be addressed to: **The Chief Engineer/DCRTPP (Planning Section, HQ) Haryana Power Generation Corporation Limited (HPGCL), Ground Floor, C-7, Urja Bhawan, Sector-6, Panchkula-134109, Haryana** super scribing the envelope with Tender No. and Description. The bidder can submit the Tender in person to the office of Tender Issuing Authority before stipulated timeline.

TABLE A: IMPORTANT DATES

Sr.	Event	Date & Time
i.	Date of upload of this RFP	17.02.2021
ii.	Last date and time of On-line (e-tendering) tender/offer submission (the "Bid Submission Deadline") {This is mandatory}	24.03.2021 at 13:00 Hrs
iii.	Tentative date of opening of Technical Bid	26.03.2021 at 15:00 Hrs
iv.	Tentative date of opening of online Financial Bid	Shall be intimated later preferably through email.

v.	Bid Validity	One Hundred and Eighty (180) days from the date of opening of the Price Bid of this Tender
vi.	Target date for Commissioning of Project	190 days from Letter of Intent
vii.	Tentative Date for Operational Acceptance Test	220 days from Letter of Intent
viii.	Performance Guarantee Testing Period	One (1) year from date of both, A) Successful Operational Acceptance Test, and B) Completion of Facilities. (whichever is later)
ix.	Operation and Maintenance Period	Five (5) years from date of both, A) Successful Operational Acceptance Test of Project, and B) Completion of Facilities. (whichever is later) The O&M can be extended solely on the discretion of the Company for another Five (5) years after the completion of first Five (5) years of O&M.

Note: The abovementioned dates are subject to amendment, in which case the amendments shall be intimated.

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

TABLE B: IMPORTANT AMOUNTS

Sr.	Head	Amount (and validity)									
i.	Tender Fees (non-refundable)	Rupees 5,900/- inclusive of GST									
ii.	E- services fee	Rupees 1,000/-									
iii.	Earnest Money Deposit (EMD) in RTGS/NEFT/ (Refundable/adjustable)	Rupees 2,00,00,000/- (Two Crore only) (EMD should be in the shape of Bank Guarantee (BG) with validity of 12 months, further extendable, if required). (Original Hard copy of the bank guarantee should be submitted along with Part-I).									
iv.	Performance Bank Guarantee (PBG) (As per Director General Supplies & Disposal Department, Haryana vide Order No. DGS&D/Admin/Performance Security/2020/8780-8959 dated 14.12.2020)	First Stage (Supply and Services): The First Stage (Supply & Services) value of the Performance Guarantee shall be furnished as per Director General Supplies & Disposal Department, Haryana vide Order No. DGS&D/Admin/Performance Security/2020/8780-8959 dated 14.12.2020 of the Contract Value (i.e., total sum of the Supply Contract & Service Contract) and will remain valid 90 (Ninety) days beyond half of the prescribed O & M Period, i.e. 5 (five) Years. Henceforth, Performance Bank Guarantee needs to be furnished for the first 5 (five) Years of the O & M period (i.e. 63 Months).									
	<table border="1"> <thead> <tr> <th>Sr. No</th> <th>Type of Firm/Enterprises</th> <th>Value of Performance Security Deposit</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Haryana based firms:- (i) # Haryana Based Micro and Small Enterprises (MSEs) (ii) Haryana based other firms/enterprises</td> <td>(i) @0.2% of the value of contract (ii) @2% of the value of contract</td> </tr> <tr> <td>2</td> <td>Other States/ UTs based firms</td> <td>@3% of the value of contract</td> </tr> </tbody> </table>		Sr. No	Type of Firm/Enterprises	Value of Performance Security Deposit	1	Haryana based firms:- (i) # Haryana Based Micro and Small Enterprises (MSEs) (ii) Haryana based other firms/enterprises	(i) @0.2% of the value of contract (ii) @2% of the value of contract	2	Other States/ UTs based firms	@3% of the value of contract
Sr. No	Type of Firm/Enterprises		Value of Performance Security Deposit								
1	Haryana based firms:- (i) # Haryana Based Micro and Small Enterprises (MSEs) (ii) Haryana based other firms/enterprises	(i) @0.2% of the value of contract (ii) @2% of the value of contract									
2	Other States/ UTs based firms	@3% of the value of contract									
	<i># Haryana based MSEs will be eligible for performance security deposit @ 0.2% who have filed SSI Certificate/EM Part-II/Udyog Aadhaar Memorandum (UAM)/Udyam Registration in Haryana and who participate directly in the tendered/quoted items and offering to supply the entire Work/Supply Order by their enterprise.</i>										
v.	O&M Bank Guarantee (O&M BG)	Second Stage (O&M): The Second Stage (O&M), Performance Bank Guarantee shall be furnished 30 days prior to completion of first 5 years of O&M and value of the Performance Bank Guarantee shall be 5% of the Contract Value (i.e., total sum of the Supply Contract & Service Contract) and will remain valid 90 (Ninety) days beyond the balance O & M Period, i.e. 5 (five) years. Henceforth, 5% Performance Bank Guarantee needs to be furnished for the last 5 (five) years of the O & M period (i.e. 64 Months).									

IMPORTANT NOTE TO BIDDERS:

Timely Submission of offer to HPGCL: In addition to bid submitted online, it is mandatory that the proof of Tender Fee, e-service fee and EMD be submitted physically in sealed cover so that the same is received in this office on or before the due date and time, otherwise tender will not be considered. All such documents should be strictly submitted by RPAD / speed post/ in person only. **Please note that Price Bid is not to be submitted in physical form .**

No tender shall be accepted in any case after due date and time of receipt of the Tender, irrespective of delay due to postal services or any other reasons and HPGCL does not assume any responsibility for late receipt of the Tender.

- All interested parties are requested to understand this Tender in detail in order to comply with HPGCL's requirements including but not limited to the fees and deadlines, selection criteria, selection methodology, scope of work, and minimum technical standards. They shall be strictly abide by ALL terms prescribed in this Tender and provide accurate

information to the best of their knowledge without misleading the Company to be considered for participation in this Project.

2. It is mandatory for all the bidders to submit their **Financial Bid ONLINE** only via e-tendering portal.
3. **Technical Bid (techno-commercial bid)** to be submitted online in scheduled time. Further, all the bidders should also submit their Technical bid (Techno-commercial bid) alongwith relevant documents in hard copy in scheduled time.
4. **Technical bid (Techno-commercial bid)** envelope shall be super scribed as: "Tender No. **24/CE/PLG/FTPS/SPP-303/Vol-XI** " Technical Bid (Techno-commercial bid) due for opening on 26/03/2021".
5. All the envelopes should be addressed to: *The Chief Engineer/ Planning, Haryana Power Generation Corporation Limited (HPGCL), Ground Floor, C-7, Urja Bhawan, Sector-6, Panchkula-134 109, Haryana.* Complete postal address of the bidder should appear on all the envelopes so that it is possible to find out whose bid it is without opening the envelope.
6. **Hard Copy** of proof of payments for Tender Fee, e-service and EMD (in the shape of BG) shall be submitted in scheduled time.
7. Tender Fee is non-refundable. Cheques are not acceptable.
8. Bidder(s) have to pay EMD as mentioned in NIT in the shape of BG..
9. It is mandatory for all bidders to submit their PRICE-BID (APPENDIX 14) only through online (e-tendering). Price bid submitted in physical form will not be considered for its opening and only online submitted price bid will be considered for evaluation. Bidders to note that Price Bid (APPENDIX 14) of those bidders shall be opened (Online/e-tendering) who is found technically qualified and is found reasonably responsive to HPGCL's tender terms and conditions and Scope of Works.
10. All the Bidders shall fulfill the pre-qualification criteria as stipulated in Clause No. 3.2.
11. Any technical/commercial query pertaining to this Tender should be referred to:

The Chief Engineer/DCRTPP (Planning, HQ)
Haryana Power Generation Corporation Limited,
C-7, Urja Bhawan, Sector-6,
Panchkula-134 109, Haryana Ph: 0172- 2586861
Email: ceplg@hpgcl.org.in Website: www.hpgcl.org.in

Alternate Contact Details:

1. Mr. Prem Kumar (XEN-Planning-I) - +91 9316083453
 2. Mr. C.M.Verma (AEE-Planning-I) - +91 9354782029
12. HPGCL reserve the rights to accept/ reject any or all tenders without assigning any reasons thereof. Bidders are requested to be in touch with above-mentioned websites till opening of the price bid to know the latest status.

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



--- End of Section ---

Document Checklist

[Note: Document Checklist shall be attached with **Appendix 2: Format for Covering Letter**]

Sr.	Document	Complied/ Attached? (Yes/ No)	For Official Use
1.	Complete sets of Bids (original and copies) as prescribed in Section 4.3.		
2.	Signed Tender Document(s) in Cover-I as described in Section 4.3.3.		
3.	Enclosures of the Bid including the Covering Letter as per the format prescribed in Appendix 2: Format for Covering Letter in Cover-II.		
4.	Proof of Tender Fees in the form of Demand Draft in Cover-III		
5.	Proof of e-service fee in the form of Demand Draft in Cover-III.		
6.	Proof EMD in the shape of BG in Cover-III.		
7.	Details of the Bidder as per format prescribed in Appendix 3: Format of Details of Bidder		
8.	Attested copy of Tax Registration Certificate of Bidder.		
9.	Attested copy of PAN Card for Bidder.		
10.	Attested Certificate of Commencement of Business issued by the Registrar of Companies for the Bidder.		
11.	Attested copy of Provident Fund Code of Bidder.		
12.	Details of similar technical experience of the Bidder as per format prescribed in Appendix 4: Format of Details of Similar Technical Experience.		
13.	Curriculum Vitae of all qualified technical staff indicated in Appendix 5: Format of Details of Qualified Technical Staff.		
14.	Details of proposed PV technologies as per format prescribed in Appendix 6: Format of Disclosure of PV Technology Proposed		
15.	Project execution plan as mentioned in Appendix 7: Format of Project Execution Plan		
16.	Declaration of Compliance as per format prescribed in Appendix 8: Format of Declaration of Compliance.		
17.	No Deviation Certificate as per format prescribed in Appendix 9: Format of No Deviation Certificate.		
18.	Declaration of Bidder's relation to Directors of HPGCL as per format prescribed in Appendix 10: Format of Declaration on Bidder's Relation to Directors.		
19.	Power of Attorney by the Bidder authorizing the signatory as per format prescribed in Appendix 11:		
20.	Format of Summary of audited financial statements as per format prescribed in Appendix 12: Format of summary of Audited Financial Statements.		
21.	Audited financial statements of the Bidder for the years indicated in Appendix 12: Format of summary of Audited Financial Statements		
22.	(If applicable) Authorization of use of financial capability by Parent as per format prescribed in Appendix 13: Necessary financial statements by Parent and company the necessary financial statements and summary required from the Bidder.		
23.	Financial Proposal (unpriced) as per the format prescribed in Appendix 14: in Cover-IV.		
24.	Project Operation & Maintenance (O&M) Schedule with resource planning in the form of Gantt/ Pert Charts		
25.	Technical specifications and warranty document of PV modules		

26.	Design, specifications and document of Solar Tracking solutions (if proposed by Bidder)		
27.	Basic engineering drawings pertaining to the proposed plant as prescribed in Clause No. 5		
28.	Specifications / Drawings / Designs and datasheets for all electrical work / components as prescribed in Clause No. 5.1.12		
29.	Technical specifications and warranty document of Inverters		
30.	Transformers, associated switchgear and others: Bidder shall furnish in detail its warranties/guarantees for these items.		


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

--- End of Section ---

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-End of Section-

Chapter-1

1 Definitions, Interpretation and Brief Introduction on HPGCL

1.1 Definitions

The following words and expressions shall have the meanings hereby assigned to them:

- 1.1.1 "Actual Delivered Energy" means the net energy in kilo-watt hour (kWh) from Solar PV plant as measured at the Metering Point.
- 1.1.2 "Adjudicator" means the person, who shall be an engineer or a firm of engineers who is appointed by HPGCL to act as the adjudicator to make a decision on or to settle any dispute or difference between HPGCL and the Contractor referred to it by the parties pursuant to Tender (Adjudicator) hereof.
- 1.1.3 "Applicable Law" means any statute, law, regulation, ordinance, notification, rule, regulation having the force of law in the Republic of India and the State Government, by any Government Authority or instrumentality thereof, whether in effect as of the date of this Contract or thereafter.
- 1.1.4 "Base NEEGG" for a year is calculated by using the Net Electrical Energy Generation Guarantee (NEEGG) quoted in the Bid offer by the Contractor adjusted with a correction factor to take into account the actual average global solar radiation measured by the calibrated pyranometer for that year.
- 1.1.5 "Bid" shall mean the bid submitted by the Bidder in response to this Tender Ref. No. **24/CE/PLG/FTPS/SPP-303/Vol-XI** dated 17.02.2021 issued by HPGCL.
- 1.1.6 "Bidder"- Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assignee. severally, as the context may require;
- 1.1.7 "Capacity Utilization Factor (CUF)" shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time.
- 1.1.8 "Chartered Accountant" shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.
- 1.1.9 "Commissioning" means the satisfactory, continuous and uninterrupted operation of the equipment/system as specified after all necessary statutory approvals, initial tests, checks and adjustments for a period of at least 3 days to the satisfaction of HPGCL and necessary certificates are issued by the all concerned/ nodal agencies appointed by HPPC /HPGCL/ HAREDA/ HVPNL/ UHVBN.
- 1.1.10 "Company" means HPGCL, the same definition applies as per Clause 1.1.31.
- 1.1.11 "Completion of the Facilities" means that the Facilities (or a specific part thereof where specific parts are specified in the Scope of Work) have been completed operationally and structurally and put in a tight and clean condition and that all work in respect of Commissioning of the Facilities or such specific part thereof has been completed as per the Scope of Work

- 1.1.12 "Consultant" shall mean any consultant hired by HPGCL or the company for the purpose of this project.
- 1.1.13 "Contract" or "Contract Agreement" means the Contract signed between HPGCL and the Contractor to execute the entire Scope of Work as given in Appendix 20: Format of Agreement between HPGCL and the Contractor.
- 1.1.14 "Contract Documents" means the documents listed in Appendix 20: Format of Agreement between HPGCL and the Contractor
- 1.1.15 "Contractor" means the Successful Bidder with whom contract is signed by HPGCL includes the legal successors or permitted assignee of the Contractor.
- 1.1.16 "Contractor's Equipment" means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation completion and maintenance of Facilities that are to be provided by the Contractor, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities.
- 1.1.17 "Day" means calendar day of the Gregorian calendar.
- 1.1.18 "Delivery Point" shall be the interconnection point at which solar power developer (SPD) shall deliver the power to the Haryana State Transmission Unit/ Discom substation. The metering shall be done at this point of interconnection.
- 1.1.19 "Defect Liability Period" means the period of validity of the warranties given by the Contractor, during which the Contractor is responsible for defects with respect to the Facilities (or the relevant part thereof) as provided in Clause No. 6.13 hereof.
- 1.1.20 "DHBVNL" shall mean Dakshin Haryana Bijli Vitran Nigam Limited.
- 1.1.21 "Effective Date" for this Contract shall mean the date of issuance of Letter of Intent by HPGCL.
- 1.1.22 "Engineer-in-Charge" shall mean the engineer appointed at Project site by HPGCL.
- 1.1.23 "Facilities" means the Plant and Equipment to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contract for enabling the installation, construction, testing and commissioning of the Solar Power System(s).
- 1.1.24 "Financial Bid" or "Financial Proposal" means the proposal submitted by the Bidder online and by post (unpriced) as a part of the Bid including the EPC Contract Price, O&M Contract Price and Guaranteed Generation as per format prescribed in Appendix 14: .
- 1.1.25 "Guaranteed CUF" means the CUF calculated as per Clause No. 1.1.7 considering NEEGG quoted by the Bidder in the Tender document at the time of submission of Bid.
- 1.1.26 "Government Authority" means Government of India, any state government or any

governmental department, commission, board, body, bureau, agency, authority, undertaking, or administrative body or any sub-division or instrumentality thereof, central, state, or local, having jurisdiction over the Contractor, the Facility, or the performance of all or any of the services, obligations or covenants of Contractor under or pursuant to this Contract or any portion thereof.

- 1.127 "Guarantee Test(s)" means the Performance & Guarantee Test(s) specified in this Tender to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Functional Guarantees.
- 1.128 "HAREDA" shall mean Haryana Renewable Energy Development Agency.
- 1.129 "HERC" shall mean Haryana Electricity Regulatory Commission constituted under section 82 of Electricity Act 2003 or its successors.
- 1.130 "HPGCL" means Haryana Power Generation Corporation Limited (HPGCL) and includes the legal successors or permitted assigns.
- 1.131 "HPPC" shall mean Haryana Power Purchase Centre.
- 1.132 "HVPNL" shall mean Haryana Vidyut Prasaran Nigam Limited.
- 1.133 "Installation Services" means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Contractor under the Contract; e.g., transportation and provision of marine or other similar insurance, inspection, expediting, Site preparation works (including the provision and use of Contractor's Equipment and the supply of all civil, structural and construction materials required), installation, Commissioning, carrying out guarantee tests, operations, maintenance, the provision of operations and maintenance manuals, training of HPGCL's personnel etc
- 1.134 "JNNSM" means the Jawaharlal Nehru National Solar Mission.
- 1.135 "Metering Point" for purposes of recording of Delivered Energy will be the Delivery Point.
- 1.136 "Month" means calendar month of the Gregorian calendar.
- 1.137 "MNRE" means Ministry of New and Renewable Energy, Government of India.
- 1.138 "Price Bid" means the same as per Clause No. 1.1.24.
- 1.139 "PTPS" means Panipat Thermal Power Station.
- 1.140 "O&M" means Operations and Maintenance.
- 1.141 "Owner(s)" means HPGCL and includes the legal successors or permitted assigns.
- 1.142 "Party" or "Parties" means individually any one of the Bidder, Contractor or HPGCL, or collectively any or all of the Bidder, Contractor or HPGCL; respectively.
- 1.143 "Plant(s)" means the 20 MW Grid-Connected Solar Photovoltaic Power Plant proposed at Old Ash Dyke (FTPS), Faridabad State: Haryana as per the provisions in this Tender.
- 1.144 "Plant Capacity" is defined as the function of cumulative rated DC capacity of all solar PV modules under STC conditions as defined and measured in adhering to the

guidelines of latest version of applicable IEC standard for crystalline silicon PV module technologies as well as cumulative rated AC capacity of the grid connected inverters, utility interface, performance measurement and safety norms in accordance the relevant guidelines of MNRE/ UHVBN / any other Haryana State Agencies guidelines as well as the requirements stipulated by HPGCL.

- 1.1.45 "Project" means the 20 MW Solar Photovoltaic Grid-connected Power Plant proposed at Old Ash Dyke (FTPS), Faridabad State: Haryana as per the provisions in this Tender including but not limited to its design, engineering, procurement & supply, construction, commissioning, compressive operation and maintenance.
- 1.1.46 "Project Manager" means the person appointed by HPGCL in the manner provided in the Tender (Project Manager) hereof and named to perform the duties delegated by HPGCL.
- 1.1.47 "Prudent Utility Practices" means those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturer's operation and maintenance guidelines.
- 1.1.48 "Power Purchase" means whosoever with whom HPGCL has signed a Power Purchase Agreement (PPA) for offtake of power from the proposed 20MW Solar PV Plant(s).
- 1.1.49 "SECI" means Solar Energy Corporation of India.
- 1.1.50 "Site" means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.
- 1.1.51 "Solar Power System(s)" means the solar photovoltaic grid connected power system(s) to be established at the site specified in the Tender.
- 1.1.52 "Subcontractor", including vendors, means any person to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant and Equipment, is sub-contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.
- 1.1.53 "Successful Bidder" means the Bidder who is financially and technically eligible and qualified, and evaluated as the Lowest Evaluated Bidder as per the provisions in this Tender and to whom the contract is awarded.
- 1.1.54 "Tender" or "Tender Document(s)" shall mean this Tender Ref. No. 24/CE/PLG/FTPS/SPP-303/Vol-XI dated 17.02.2021 issued by HPGCL including its annexures, appendices, attachments, amendments and any other documents as added or modified by HPGCL as per the provisions in this Tender.
- 1.1.55 "Tender Issuing Authority" means the office of Chief Engineer/ Planning, Haryana Power Generation Corporation Limited (HPGCL), Panchkula.

1.156 "Time for Completion" shall be the date on or before which Completion of the Facility has to be achieved to the satisfaction of HPGCL and such date is specified in NIT.

1.157 "UHVBNL" shall mean Uttar Haryana Bijli Vitran Nigam Limited.

1.2 Interpretations

- 121 Language: Unless otherwise agreed by the parties in writing, the parties shall use the English language and the Contract and the other Bid documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language. If any of the Contract Documents, correspondence or communications are prepared in any language other than English, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.
- 122 References: All Clauses, Sections, Chapters, Appendices, Annexure or any other objects mentioned in this Tender shall refer to the same in this Tender unless specified otherwise.
- 123 Singular and Plural: The singular shall include the plural and the plural the singular, except where the context otherwise requires.
- 124 Headings: The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.
- 125 Persons: Words importing persons or parties shall include firms, corporations and government entities.
- 126 Men: The word 'Men' in this Tender shall mean all genders i.e. male, female and others.
- 127 Entire Agreement: The Contract constitutes the entire agreement between HPGCL and Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. The various documents forming the Contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the Contract documents, the matter may be referred to the Adjudicator and the Contractor shall carry out work in accordance with the decision of the Adjudicator.
- 128 Amendment: No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party hereto.
- 129 Time: Any time, unless mentioned otherwise, shall be as per Indian Standard Time (IST).
- 1210 Currency: All amounts mentioned as Rupees, Rs. or INR shall be interpreted as Indian Rupees.

12.11 Independent Contractor: Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed.

- a. All employees, representatives or subcontractors engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of HPGCL and nothing contained in the Contract or in any sub-contract awarded by the Contractor shall be construed to create any contractual relationship between any such employees, representatives or Subcontractors and HPGCL.
- b. Not in any case the sub-contractor shall claim or shall put any binding to HPGCL and the sub-contractor must be handled by the Contractor and HPGCL shall not be responsible for any claims at anytime by the Contractor in relation to the sub-contractor.

12.12 Non-Waiver:

- a. Subject to Clause 1.2.12 (b) below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- b. Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

12.13 Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

12.14 Country of Origin: "Origin" means the place where the materials, equipment and other supplies for the facilities are mined, grown, produced or manufactured, as the case may be, and from which the services are provided. This shall be according to MNRE/ HVPNL/ UHVBNI/ HPPC guidelines as well as in accordance to the relevant provisions of Haryana Solar Policy 2014 and subsequent amendments.

1.3 About HPGCL

Haryana is one of the forerunners to initiate reforms in its power sector in 1997. Pursuant to these reforms the State Electricity Board was unbundled and reorganized on 14 August 1998. Two wholly State-owned Utilities were established to independently perform the functions of generation, transmission and distribution of power. Subsequently, two more Utilities were created for looking after power distribution.

HPGCL was incorporated as a company on 17 March 1997 and was given the responsibility of operating and maintaining State's own generation projects. The business of Generation of Power of erstwhile Haryana State Electricity Board (HSEB) was transferred to HPGCL on 14 August 1998 pursuant to Power Reforms in Haryana. As a result, HPGCL came into existence on 14 August 1998 for bringing in excellence in

power generation in the State's own generating stations. In addition, it has been entrusted with the responsibility of setting up of new generating stations in order to keep pace with the ever increasing demand of power. HPGCL has installed generation capacity of 2582.4 MW comprising of following thermal/ hydel/ solar power stations.

- 710 MW Panipat Thermal Power Station, Panipat
- 10 MW Solar PV Plant, Panipat
- 600 MW Deenbandhu Chhottu Ram Thermal Power Station, Yamunanagar
- 1200 MW Rajiv Gandhi Thermal Power Station, Hisar
- 62.4 MW hydel project at Western Yamuna Canal(WYC), Yamunanagar

The HPGCL has embarked on a mission to establish itself as a modern, growth oriented organization and to make its presence felt in the country's dynamic power sector. HPGCL has a vision to become a modern world class power generation company, committed to powering Haryana's growth on all fronts by maximizing generation and minimizing the cost of power from existing plants and by planning and implementing new generation projects.

HPGCL raised the level of its operations to global standards after obtaining ISO: 9001, ISO: 14001 and OHSAS: 18001 Certifications, for its power stations at Yamuna Nagar, Hisar & Panipat and Corporate Office at Panchkula.

1.3.1 Haryana Power Purchase Centre (HPPC), presently headed by Chief Engineer/HPPC, is a joint forum created by Haryana DisCom i.e. Uttar Haryana Bijli Vitaran Nigam Limited (UHBVNL) and Dakshin Haryana Bijli Vitaran Nigam Limited (DHBVNL). HPPC is responsible for purchase of long/short term power, on behalf of Haryana DisCom's including Solar Power to meet with the solar RPO. Further, Haryana Renewable Energy Development Agency (HAREDA) being nodal agency of Haryana Government for non-conventional and renewable sources of energy in the State is also responsible for development of solar & non-conventional sources.

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

--- End of Section ---

Chapter-2

2 Information regarding online payment of Tender Document, e-service & EMD Fee

1. The Bidders can download the Tender Documents from the Portal <https://etenders.hry.nic.in>
2. The Bidders shall have to pay for the Tender Documents, EMD Fees & eService Fee.
3. The Bidders shall submit their Tender Documents (Online) alongwith proof of Tender Fees, e-service and EMD as per the details given in NIT and Appendix 1: Instruction to Bidder on Electronic Tendering system.

NOTE:

1. If the Tender is cancelled or recalled on any grounds, the Tender Document Fees & e-Service Fee will not be refunded to the agency.
2. Those agency who are exempted from EMD, should submit proof of related documents at least 10 days before end date of "Downloading of Tender Documents & Bid Preparation" stage to publisher of the tender i.e. Chief Engineer/ Planning, HPGCL, Panchkula, Haryana.

The following will be exempted from depositing the earnest money: -

- i) Central / Haryana State Government agencies applying in response to the tender. Provided further that the provision of this regulation may not apply to a Public Sector Undertaking of the Central / Haryana State Government with whom separate terms regarding Security Deposit, if any, may be negotiated / provided for.
- ii) Bidder(s) borne on D.G.S.&D / DS&D Haryana rate contracts. The exemption shall be for the specified items which are available on DGS&D / DS&D rate contract.
- iii) Bidder(s) registered with the Director of Industries, Haryana or registered with National Small Industries Corporation, Govt. of India. The exemption shall be for the specified items which are available on Director of Industries, Haryana / National Small Industries Corporation rate contract.
- iv) Bidder(s) borne on the HPGCL's approved list of suppliers which may have made a permanent earnest money deposit of Rs.10.00 Lakh for quoting at the respective project / office of HPGCL or Rs.20.00 lakh for quoting anywhere in the HPGCL, if they quote the registration number given by the respective project / office of HPGCL in their tender papers.
- v) The Haryana based Micro, Small and Medium Industrial Enterprises (MSME) shall be provided exemptions/concessions in EMD/Bid Security, performance security and financial criteria etc. as per the Haryana State Public Procurement policy for MSME - 2016 issued vide orders no. G.O. No.- 2/2/2016-41B11 (1) dated 20.10.2016 & G.O. No.- 2/2/2016-41B11 (2) dated 20.10.2016 . For exemption the bidders has to upload with Techno-commercial bid (Part-I) the format of affidavits Annexed as **Annexure -I** and **Annexure -II** with the above referred order for concessions.

--- End of Section ---

Chapter-3

3 Instructions to Bidders

3.1 General Instructions

- 3.1.1 The current document is the Tender, which is issued to all the potential Bidders requesting a Bid for implementation of the Project on a fixed price basis. A Contractor would be selected through competitive bidding process for execution of the Project.
- 3.1.2 Any information regarding tender can be obtained from the office of Chief Engineer/ Planning, HPGCL, Panchkula at (ceplg@hpgcl.org.in) on any working day well in time prior to last date of submission of tenders.
- 3.1.3 Before submitting tenders, the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the Tender documents or is in doubt as to the true meaning of any part, he shall clarify same from the Tender issuing office in writing before the due date of submission of the queries.
- 3.1.4 Unless exempted specifically, tenders not accompanied with the prescribed EMD, Tender Fees & e-Service fee shall be rejected. EMD / Tender Fees shall be in the prescribed mode of payment as asked in the NIT otherwise the tender shall be liable to be rejected.
- 3.1.5 The validity of the Tender / offer shall be for 180 days from the date of opening of the Price Bid.
- 3.1.6 The details of NIT along with Tender Documents can be seen and downloaded from the portal <https://etenders.hry.nic.in> as well as HPGCL website www.hpgcl.org.in.
- 3.1.7 The committee nominated by HPGCL shall evaluate all the bids received against NIT on the parameter indicated under heading Pre-Qualifying Requirement (PQRs)/ Eligibility conditions in Clause 3.2 and other relevant clause of the Tender. The decision of the committee shall be final.
- 3.1.8 Issuance of Tender Documents to any party shall not construe that such party is considered to be qualified.
- 3.1.9 In case due dates of sale / receipt /opening of the Tender happens to be holiday in HPGCL, Panchkula, the needful will be done on next working day.
- 3.1.10 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.
- 3.1.11 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.
- 3.1.12 Tender Issuing Authority 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.

- 3.1.13 The Site for the work is either available or it shall be made available in the parts in a manner so as not to hamper the progress of work.
- 3.1.14 The Bidder whose Bid is accepted will be required to furnish by way of Performance Bank Guarantee the amount as prescribed in the NIT for the due fulfilment of his Contract.
- 3.1.15 Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Bidders who resort to canvassing will be liable to rejection straight way.
- 3.1.16 All rates shall be quoted on the proper form i.e. price bid supplied as part of the Tender documents on e-tender portal by the Department.
- 3.1.17 On acceptance of the Tender, the name of the authorized representative(s) of the Successful bidder, who would be responsible for taking instructions from the Engineer-in-Charge and shall be communicated to the Engineer-in-Charge immediately after the allotment / start of work.
- 3.1.18 The Haryana Power Generation Corporation Limited does not bind itself to accept the lowest tender and reserves to itself the right to accept the whole or any part of the Tender and the Bidder shall be bound to perform the same at the rate quoted in this Tender.
- 3.1.19 No contractor is permitted to tender for the works if any of his near relatives is posted to deal with day to day duties in the passing of bill etc. and who is working in any capacity requiring him to give instructions / advice and in particular any office / official of the Company including the member of the Board. Any breach of this condition by any one shall render him liable to be removed from the list of the contractors for the Haryana Power Generation Corporation Limited and the work entrusted to him may be terminated.

***Note:**

1. By the terms near relatives meant wife/ husband, parents and grandparents, children and Grandchildren, brothers and sisters, uncles and cousins and their corresponding in-laws.
2. The bidder shall attach the list of officers and employees of HPGCL related to him with this tender. ✓

3.2 Pre-Qualifying Requirements (PQRs)/ Eligibility Conditions

3.2.1 GENERAL

- Q*
- i. The Bidder shall be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto. A copy of certificate of incorporation shall be furnished along with the bid in support of above.