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

(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 05 years.

CHIEF ENGINEER/PTPS

PANIPAT THERMAL POWER STATION,

HPGCL, PANIPAT

Mobile No. 9317006316

(**E-mail:** xensolar.ptps@hpgcl.org.in)

November- 2026

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

NIT No. /Tender Ref. No. 01/Ch-29/SLR-1/2026	**Dated** - 13.11.2026
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	As per e-tender portal
Due date & time of opening of Technical bid (Part-I)	As per e-tender portal
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.10,00,000/-
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.
  5. Bidders registered on the portal https://works.haryana.gov.in are not required to deposit any earnest money and are required to submit Work specification EMD declaration form which can be generated from contractor login on Haryana Engineering Works Portal.

Executive Engineer/Solar
PTPS, HPGCL, Panipat

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1 Definitions 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 Energy Delivered” means the net energy in kilo-watt hour (kWh) from 10 MW solar PV plant as measured at the Metering Point.

1.1.2 “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.

1.1.3 “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.

1.1.4 “Bid” shall mean the bid submitted by the Bidder in response to this “Tender for Comprehensive Operation & Maintenance for Five (5) Years of 10 MW Solar photovoltaic (PV) Grid-Connected Power Plant at Panipat Thermal Power Station HPGCL - PTPS, Panipat, Haryana” Ref. No. 1/Ch-29/SLR-1/2026 dated 13.11.2026 issued by HPGCL.

1.1.5 “Bidder”- Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assignee. severally, as the context may require;

1.1.6 “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.

1.1.7 “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.

1.1.8 “Company” means HPGCL.

1.1.9 “Consultant” shall mean any consultant hired by HPGCL or the company for the purpose of this project.

1.1.10 “Contract” or “Contract Agreement” means the Contract signed between HPGCL and the Contractor to execute the entire Scope of Work as given in Annexure-III.

1.1.11 “Contract Documents” means the documents listed in Tender document.

1.1.12 “Contractor” means the Successful Bidder with whom contract is signed by HPGCL includes the legal successors or permitted assignee of the Contractor.

1.1.13 “Contractor’s Equipment” means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for Comprehensive Operation & maintenance of 10 MW Solar photovoltaic (PV) grid-connected power plant at Panipat Thermal Power Station (PTPS), Panipat 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.

1.1.14 “Day” means calendar day of the Gregorian calendar.

1.1.15 “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.

1.1.16 “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 Tender document.

1.1.17 “DHBVNL” shall mean Dakshin Haryana Bijli Vitran Nigam Limited.

1.1.18 “Effective Date” for this Contract shall mean the date of issuance of Letter of Intent by HPGCL.

1.1.19 “Engineer-in-Charge” shall mean the engineer appointed at Project site by HPGCL.

1.1.20 “Facilities” means the Plant and Equipment to be supplied and installed, as well as all the Services to be carried out by the Contractor under the Contract for enabling the Comprehensive Operation & maintenance of 10 MW Solar photovoltaic (PV) grid-connected power plant at Panipat Thermal Power Station (PTPS), Panipat.

1.1.21 “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 Comprehensive O&M Contract Price and Guaranteed Generation as prescribed in Tender document.

1.1.22 “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.

1.1.23 “HAREDA” shall mean Haryana Renewable Energy Development Agency.

1.1.24 “HERC” shall mean Haryana Electricity Regulatory Commission constituted under section 82 of Electricity Act 2003 or its successors.

1.1.25 “HPGCL” means Haryana Power Generation Corporation Limited (HPGCL) and includes the legal successors or permitted assigns.

1.1.26 “HPPC” shall mean Haryana Power Purchase Centre.

1.1.27 “HVPNL” shall mean Haryana Vidyut Prasaran Nigam Limited.

1.1.28 “Metering Point” for purposes of recording of Delivered Energy will be the Delivery Point.

1.1.29 “Month” means calendar month of the Gregorian calendar.

1.1.30 “MNRE” means Ministry of New and Renewable Energy, Government of India.

1.1.31 “Price Bid/Rate quoting sheet” means the same as per Annexure-VI.

1.1.32 “PTPS” means Panipat Thermal Power Station.

1.1.33 “O&M” means Operations and Maintenance.

1.1.34 “Owner(s)” means HPGCL and includes the legal successors or permitted assigns.

1.1.35 “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.

1.1.36 “Plant” means the 10 MW Grid-Connected Solar Photovoltaic Power Plant proposed at PTPS, Panipat, State: Haryana as per the provisions in this Tender.

1.1.37 “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.

1.1.38 “Project” means the 10 MW Grid-Connected Solar Photovoltaic Power Plant proposed at PTPS, Panipat, Haryana as per the provisions in this Tender including but not limited to Comprehensive operation and maintenance.

1.1.39 “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.

1.1.40 “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.

1.1.41 “Power Purchase” means whosoever with whom HPGCL has signed a Power Purchase Agreement (PPA) for offtake of power from the 10 MW solar PV Plant.

1.1.42 “SECI” means Solar Energy Corporation of India.

1.1.43 “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.

1.1.44 “Solar Power System(s)” means the solar photovoltaic grid connected power system(s) to be established at the site specified in the Tender.

1.1.45 “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.

1.1.46 “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.

1.1.47 “Tender” or “Tender Document(s)” shall mean this “Tender for Comprehensive Operation & Maintenance for Five (5) Years of 10 MW Grid-Connected Solar Photovoltaic Power Plant at HPGCL - PTPS, Panipat, Haryana”, Ref. No. 1/Ch-29/SLR-1/2026 dated 13.11.2026 issued by HPGCL including its annexures, attachments, amendments and any other documents as added or modified by HPGCL as per the provisions in this Tender.

1.1.48 “Tender Issuing Authority” means the office of Chief Engineer, PTPS, HPGCL, Panipat.

1.1.49 “UHVBNL” shall mean Uttar Haryana Bijli Vitran Nigam Limited.

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 power stations.

- 710 MW Panipat Thermal Power Station, 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
- 10 MW PTPS Solar Plant, Panipat.

Under Implementation Project:

- 1x800 MW capacity additional high efficiency ultra Supercritical Thermal Unit at Yamuna Nagar as an extension of 2x300 MW DCRTPP, Yamuna Nagar.

Future Projects :

- 2800 MW (4x700 MW) Haryana Atomic Power Project in Gorakhpur, Distt. Fatehabad, by Nuclear Power Corporation of India – Land already acquired – Phase-I (2 Units of 700 MW each) to be set up at an estimated cost of around Rs. 20600 Crore.
- 1x800 MW Capacity Ultra Super Critical Expansion Unit at RGTPP Khedar, Hisar.
- 2x800 MW Capacity Ultra Super Critical Expansion Unit at PTPS, Panipat.

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: 45001 Certifications, for its power stations at Yamuna Nagar, Hisar & Panipat and Corporate Office at Panchkula.

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.

Annexure-I

Instructions to bidder on Electronic Tendering System

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. 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. 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 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). 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. 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. 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

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. The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks. 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. 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. 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. 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.
E. Registration of bidders on HEW Portal: Interested bidders must have contractor ID on *https://works.haryana.gov.in* and firm has to register themselves on HEW portal to get contractor ID, EMD declaration form, award of contract, bill payment etc.

Executive Engineer/Solar
For Chief Engineer PTPS, Panipat

ANNEXURE-II

INSTRUCTIONS TO THE BIDDERS (WORK ORDER)

1 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. OR 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: Single order copy of value not less than Rs. 1.52 Cr lakhs executed during one year. OR Two orders of the value not less than Rs. 95.30 lakhs executed during one year. OR Three orders of the value not less than Rs. 76.24 lakhs executed during one year. 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. OR 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. 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. 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 1.91 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.

7	The tenders shall be submitted through online only containing following necessary documents as under: (a)Part-I: Documents as per Qualifying Requirement & Techno Commercial Bid. (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 120 days from the date of opening of the price bid. 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 b) Negotiation Policy: Negotiation will be done as per Haryana Government Negotiation policy/instructions issued from time to time.
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 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. 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.

	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. 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: 1. The bidder shall submit a copy of Registration certificate under GST Act. 2. GST registration is valid as on date. 3. No default has ever been made by the bidder in filing the various GST returns and deposit of GST dues with the department. 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” and its amendments issued from time to time, 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.

Executive Engineer/Solar
For Chief Engineer PTPS, Panipat

Annexure III

Terms and Conditions

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. ● 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. ● 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, UPS battery testing and Calibration of Pyranometers installed at site, from Govt. certified laboratory or NABL accredited laboratory as per schedule/site requirement. The test report for the calibration shall be submitted by the Contractor for approval by HPGCL.	
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.	
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 and also share the list of spares to HPGCL. 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. 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.

		iii. The Security Deposit shall be 10% of the contract value and shall be regulated as under: ● 10% amount of the monthly running bill shall be kept as Security deposit. 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. 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 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. v. No interest shall be paid on EMD / Security Deposit for the period it remains deposited with HPGCL. vi. The EMD of the unqualified bidder will be returned without any interest, as promptly as possible within 30 days after declaration of qualification result and that of unsuccessful bidder within 15 days of the execution of the contract with the selected bidder. vii. The earnest money /security deposit shall be forfeited in part or in full under the following circumstances: - ● If the tenderer withdraws his tender at any stage during the currency of validity period. ● 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. ● In the event of a breach of contract in any manner. ● In case of evidence of cartel formation by the bidder(s). ● 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. ● 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: - 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. 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. (B) Statutory variations beyond original contractual completion period: -

		● If reasons for extension of contractual completion period is attributable solely to HPGCL, the provisions of (A) (i) above shall apply. ● If reasons for extension of contractual completion period is attributable to Bidder, then: - (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. (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 10% security and statutory deductions, of the monthly running bill shall be made after satisfactory completion of work done. ● all payments shall be made in Indian national rupees only. ● all payments shall be made on the basis of actual work completed. ● firm shall submit the bill/invoice showing separately GST or any other statutory levies in the bill/invoice. ● all taxes and deductions shall be applicable as per prevailing income tax and other statutory rules and provisions in force. ● 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 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 **01.04.2027 to 31.03.2032**. 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. 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.
8	Comprehensive Operation & Maintenance Bank guarantee	● Comprehensive O&M bank guarantee equivalent to 10% of the Contract value 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 30.09.2032) from the date of ending of contract in the prescribed format (Annexure-VII) given in the tender documents. ● In case the Comprehensive O&M bank guarantee is encashed due to any penalty then firm has to replenish within 20 days, the Comprehensive O&M bank guarantee for the remaining period. ● 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.

		● This performance guarantee is for the performance of contract and the same is liable to be forfeited by HPGCL in the event of non-fulfillment of the contractual obligations, terms and conditions of this contract by the firm. ● Due to an extended nature of the Comprehensive O&M Bank Guarantee, the firm is allowed to provide Comprehensive O&M Bank Guarantee of not less than one (1) year and renew the same each year. ● However, the firm shall renew the Comprehensive 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.
9	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. 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. 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.
10	Handing Over-Taking Over	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.
11	Submission Of Bills	The contractor shall ensure the following document before submitting the bill for pass and payment to avoid delay in payment: - 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: a. Monthly bill for the AMC / ARC work and in other cases bill for 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. 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. c. Self-attested copy of the attendance sheet, wages register and evidence of wage payment. d. Clearance of CLWO and CSO at PTPS 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 the methodology given in Annexure-III at Sr. No.29 of Tender document. ● 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. ● 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. ● 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". ● 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. ● 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. ● HPGCL reserves the right to perform random audits of the weather monitoring system of the plant anytime during the entire O&M period by installing additional calibrated Pyranometer of similar specification for the purpose of comparison. If any discrepancy is found between the measured parameters, the difference between the measured parameters by HPGCL from additional 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. 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 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. 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. 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. 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. 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. g. HPGCL shall provide firm all necessary access to the facilities and the site to enable firm to perform its obligations. 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. 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. 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. 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 defects. 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. 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. 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. 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. 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. 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. 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. 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. c. Subcontracting a work shall not under any circumstances, relieve the firm from its obligations towards the project and HPGCL. 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. HPGCL shall not provide facilities for storage of material, and accommodation for labour at site. The firm shall make his own arrangement for the same within the plant area at a safe place.

		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. 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. c. Firm is encouraged to use local manpower as per the local statutory (labour) requirement, if any. 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. 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. 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. 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-four) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. d. time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such clause lasts. 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. f. firm shall not claim any compensation for force majeure conditions and shall take appropriate steps to ensure men and materials utilized by it under the contract well in advance.
20	Arbitration	All matters, questions, disputes, differences and/or claims arising out of and / or concerning, and / or in connection with, and/or in consequences or relating to this contract, whether or not obligations of either or both parties under this contract be subsisting at the time of such dispute and whether or not this contract has been terminated or purported to be terminated or completed, shall be referred to the sole arbitrator to be appointed by the mutual consent from panel of Arbitrators provided by HPGCL. The firm may give consent on anyone from the panel. In case no consensus is arrived at between the parties then aggrieved party can approach the competent court of law for appointment of Sole Arbitrator. The award of the Arbitrator shall be final and binding on the parties to this contract. Subject to aforementioned provisions, the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time and rules made thereunder for the time being in force, shall apply to the Arbitration proceedings under this clause. It has been agreed between both the parties that the fee of the Arbitrator shall be governed by Arbitration and Conciliation Act, 1998 as amended subject to condition that the fees shall not exceed Rs.10,00,000/-
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: ● 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, ● if the firm fails to perform any other obligations(s) under the contract. 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. 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. 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.
23	Laws Governing Contracts	All contracts shall be governed by the laws of India for the time being in force. 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. 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
24	Contract Agreement	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 the cost of stamp paper and agreement shall be borne by Firm.
25	Idle Labour Charges	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.
26	Safety Rules	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. 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.
27	Set Off	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.
28	Short Closure of Work Order	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.
29	Net Electrical Energy Generation Guarantee (NEEGG)	Net Electrical Energy Generation Guarantee (NEEGG) during the O&M period of 5 years reckoned from **01.04.2027 to 31.03.2032** shall be as under (annual reference radiation as 1832kWh/m^2):-

Year	Net Electrical Energy Generation Guarantee (NEEGG) kWh	Capacity Utilization Factor (CUF)%
2027-28	1,79,83,000	20.53 %
2028-29	1,78,56,000	20.38 %
2029-30	1,77,29,000	20.24 %
2030-31	1,76,02,000	20.09 %
2031-32	1,74,76,000	19.90 %

Following factors may be noted for computing the Base NEEGG/CUF:

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.

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.

2. Effect due to variation of meteorological parameters e.g. ambient temperature, wind speed, humidity etc. shall not be considered.

3. 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.

Annexure-IV

Generation details of Past 10 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	18758000	1832	1503.88	15672792	17.92%
2022-23	18626000	1832	1462.09	15297762	17.51%
2023-24	18496000	1832	1482.37	15100968	17.19%
2024-25	18367000	1832	1492.56	15604986	17.83%
2025-26	18238000	1832	1437.55	14724654	16.81%
2026-27 till 30.06.2026	18110000	1832	500.20	4673634	21.40%

Annexure-V

List of installed Equipments

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 kKVA, 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 VI

Rate Quoting Sheet

Year	Time Period	Net Electrical Energy Generation Guarantee (NEEGG) kWh	Annual Rates inclusive of GST (in Rs.)
1	01.04.2027 to 31.03.2028	1,79,83,000	
2	01.04.2028 to 31.03.2029	1,78,56,000	
3	01.04.2029 to 31.03.2030	1,77,29,000	
4	01.04.2030 to 31.03.2031	1,76,02,000	
5	01.04.2031 to 31.03.2032	1,74,76,000	

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

Annexure-VII

Format of Comprehensive O&M Bank Guarantee

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page.]

Ref.: _____ Bank Guarantee No.: _____

Date: _____

To,

The Chief Engineer/ PTPS

Haryana Power Generation Corporation Limited (HPGCL)

Village Assan, Jind Road,

Panipat -132105, Haryana

O&M BANK GUARANTEE FOR CONTRACT PERFORMANCE

WHEREAS Haryana Power Generation Corporation Limited, a Company incorporated under the Companies Act, 1956, having its Registered Office at Panchkula, Haryana (India) (Hereinafter referred to as the "Company" which expression shall unless repugnant to the context include its successors, executors, administrators, legal representatives and assigns) is having a **10 MW Grid-Connected Solar Photovoltaic Power Plant at HPGCL – Panipat Thermal Power Station, Panipat, Haryana (India)** (Hereinafter referred to as "Project").

WHEREAS the Company has placed a Letter of Intent No…… dated…….. as also a Contract dated…….. (hereinafter called the CONTRACT) on; M/s …… registered in India under the Companies Act, 1956, having its Registered Office…… (Hereinafter referred to as the "Contractor") for **Comprehensive Operation & Maintenance For Five (5) Years of 10 MW Grid-Connected Solar Photovoltaic Power Plant at HPGCL - PTPS, Panipat, Haryana** on the terms, specifications and conditions specified therein in the Tender Document which shall include any amendments/alterations made in the Tender Document thereto before the date of submission of the Tender by the Company, which has been unequivocally accepted by (the "Contractor").

AND WHEREAS in conformity with the provisions of Clause No. ----------of the said CONTRACT, the "Contractor" has agreed to· furnish an unconditional Bank Guarantee for an amount equivalent to 10% of the Contract Price i.e. Rs…….……..... against any loss or damage, costs, charges and expenses caused to or suffered by Company by reason of non-performance and fulfilment or for any breach on the part of the Contractor of any of the terms and conditions of the referred Tender Document/Contract Agreement.

We, _____ Bank, further agree that the Company shall be the sole judge whether the

said Contractor has failed to perform or fulfil the O&M scope of work and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Company on account thereof and we waive in favour of the Company all the rights and defences to which we as Guarantors and/or the Contractor may be entitled to.

AND WHEREAS the Company has agreed to accept a Bank Guarantee for Rs ..... from ……. Bank having its Head Office at ……Through its Branch……. (hereinafter referred to as the “Bank" which expression shall unless repugnant to the context include its successors and permitted assigns).

In consideration of the above, the “Bank” hereby unconditionally and irrevocably guarantees and undertakes as a direct responsibility, to pay to the Company merely on demand any amount not exceeding Rs. …… without any demure, reservation, recourse, contest or protest and *I* or without reference to the “Contractor”.

Any such demand made by the “Company” on the “Bank” shall be conclusive and binding notwithstanding any difference between Company and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The bank undertakes not to revoke this guarantee herein contained and shall continue to be enforceable till the Company discharge this guarantee.

The decision of the Company as to whether the “Contractor” has fulfilled its obligation or not under the CONTRACT shall be final and binding on the “Bank” and the “Contractor”.

The Company shall have the fullest liberty without affecting in any way the liability of “the Bank” under this guarantee from time to time to extend the time for performance of the Contract by the “Contractor”. The Company shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the “Contractor”, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants contained or implied in the Contract between the Company and “the Contractor” or any other course of remedy or security available to the Company. The Bank shall not be released of its obligations under these presents by any exercise by the Company of its liberty with reference to matters aforesaid or any of them or by reason of any other act or' forbearance to other acts of omission or commission on the part of the Company of any other indulgence shown by the Company or by any other matter or thing whatsoever which under the law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Company at its opinion shall be entitled to enforce this guarantee against the Bank as a principle debtor, in the first instance without proceeding against “the Contractor”, and notwithstanding any security or other guarantee that the Company may have in relation to “the Contractor's” liabilities.

This Guarantee shall be valid for a period of …….. {*Refer NIT*} days from ..... [*the date of start of O&M period valid upto 6 months from the date of ending of contract (i.e up to 30.09.2032)]* i.e. upto…….. The Guarantee herein contained shall be a continuing Guarantee and shall not be affected by any change in the constitution of the "Bank" or of the "Contractor". This Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by the Company and the Company at its discretion and without any further consent from the Bank and without affecting the liability of the "Bank" and other indulgence to or make other arrangements with the Contractor and nothing done or omitted to be done by the Company in pursuance of any authority contained in this guarantee shall affect or discharge the liability of the Bank.

NOTWITHSTANDING anything herein before above contained, the liability of the Bank under this Guarantee shall be restricted to Rs..... *<10% of the Contract Price>* and the Guarantee shall remain in force up to and including……... [*from the date of start of O&M period valid upto 6 months from the date of ending of contract (i.e up to 30.09.2032)*],

This Bank Guarantee shall be revalidated automatically till the Operational & Maintenance Period as defined above is over.

Bank undertakes not to revoke this guarantee during its currency except with the previous expressed consent of the Company in writing and agrees that any change in the constitution of the Bank or the Contractor shall not discharge our liability hereunder.

IN WITNESS WHEREOF we have set our hands and seal hereunder at this…… day of

…… At .....

For, _____ Bank,

Signature: _____

Name: _____

Designation: _____

Address: _____

_____

Power of Attorney No._____

_____

Banker's Stamp and Full address

Annexure-VIII

Format of Agreement between HPGCL and the Contractor.

This agreement is made at Panchkula the ----------day of ----------in the Christian year Two thousand -------- between ----------(herein after referred to as "THE CONTRACTOR" which expression shall unless excluded by or repugnant to the contract include its successors or permitted assigns) of the one part and the Haryana Power Generation Corporation Ltd. having their Head Office at C-7, Urja Bhawan, Sector-6, Panchkula (hereinafter called "HPGCL" which expression shall unless excluded by or repugnant to the context include its successors or assigns) of the other part.

WHEREAS the aforesaid HPGCL has accepted the Tender of the aforesaid contractors for ---------- as per HPGCL's Order No.---------- hereinafter called "**the Works**" and more particularly described enumerated or referred to in the specification, terms and conditions prescribed in the Order letter, covering letter and other letters and schedule of price which for the purpose of identification have been signed by Shri ---------- on behalf of the Contractors and by ----------on behalf of HPGCL a list whereof is made out in the Schedule hereunder written and all of which said documents are deemed to form part of this contract and included in the expression " **the Works"** wherever herein used, upon the terms and subject to the conditions hereinafter mentioned.

AND WHEREAS HPGCL has accepted the Tender of the contractors for the construction of the said works for the sum of Rs ---------- (Rupees:----------) upon the terms and subject to the conditions herein mentioned.

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED AND DECLARED THAT :–

(a) The Contractors shall do and perform all works and things in this Contract mentioned and described or which are implied therein or there from respectively or are reasonably necessary for the completion of the works as mentioned and at the times, in the manner and subject to the terms, conditions and stipulations contained in this contract, and in consideration of the due provision, executions, construction and completion of the works agreed to by the Contractor as aforesaid, HPGCL both hereby covenant with the contractor to pay all the sums of money as and when they become due and payable to the contractors under the provisions of the contract. Such payments to be made at such times and in such manner as are provided by the contract.

(b) The conditions and covenants stipulated herein before in this contract are subject to and without prejudice to the rights of HPGCL to enforce penalty for delays and / or any other rights whatsoever including the right to reject and cancel on default or breach by the Contractor of the conditions and the covenants as stipulated in the general conditions, specifications, forms, or Tender schedule, drawing, etc., attached with HPGCL's Order No.----------.

The contract value, extent of supply delivery dates, specifications, and other relevant matters may be altered by mutual agreement and if so altered shall not be deemed or construed to mean or apply to affect or alter other terms and conditions of the contract and the general conditions and the contract so altered or revised shall be and shall always be deemed to have been subject to and without prejudice to said stipulation.

SCHEDULE

List of documents forming part of the contract:

1. Important Dates and Amounts
2. Instructions to Bidders;
3. Submission of Bid;
4. Terms & conditions;
5. Scope of Work;
6. General Conditions of Contract;
7. Other Conditions of Contract;
8. Annexures referred to in this Tender Document (“the Tender”);
9. Any amendments, notices and documents issued by HPGCL in relation to this Bid Document/this Contract.
10. ……..
11. ……

Annexure-IX

Details of Plant Location and Site Analysis

10 MW Solar Plant at Panipat Thermal Power Station, Panipat

Overview

HPGCL's 10 MW solar PV power plant is located within the boundary of employee's colony of Panipat Thermal Power Station named 'Thermal Colony' located near Assan village of Haryana state at two (2) different sites. The location of the PTPS Solar plant sites is shown in the map below in Figure A-1 at PTPS Site-1 and PTPS Site-2. The site is located approximately 11 kilometers (km) from Panipat, Haryana and approximately 170 kilometers (km) from Chandigarh, Haryana. The geographical location of the Solar plant is at Latitude: 29.39 N and Longitude: 76.87 E. The plant sites are surrounded by internal campus road in North and by SH 14 in South.

Geographical Location

The geographical location details the sites and a measurement detail is tabulated below:

Parameter	**Location**
Site Location	Panipat Thermal Power Station
Tehsil	Panipat
District	Panipat
Latitude	29°23.269 N
Longitude	76°52.182 E
Elevation (m)	219
Area (acre)	50

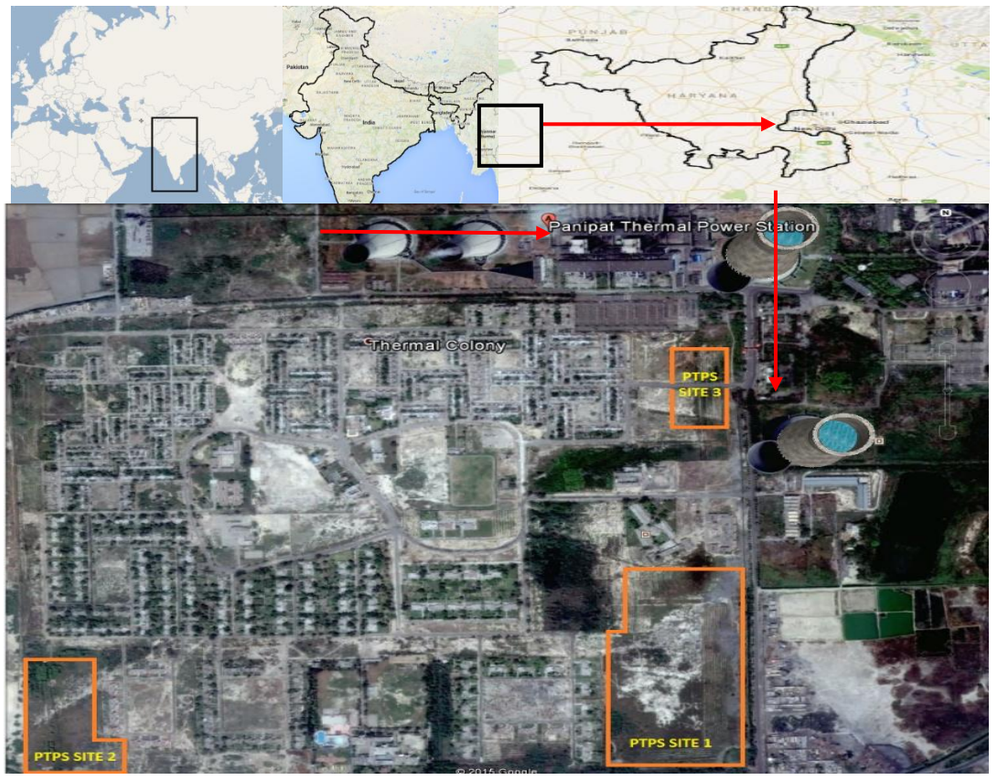


Figure A-1 Location of 10 MW Solar Plant: Panipat Thermal Power Station, Panipat

Site Connectivity:

Road Connectivity

The site is best approached from State Highway (SH) 14 which connects the site to the National Highway (NH) 1. National Highway (NH) 1 which connects the site to Delhi and Chandigarh is 12 km.

Airport

The nearest airport to the site is New Delhi and is also well connected to Chandigarh and Amritsar. New Delhi is the most suitable airport to facilitate cargo transportation. The distances to the airports from the site are as follows:

New Delhi	(Domestic and International)	114 KM
Chandigarh	(Domestic)	172 KM
Amritsar	(Domestic)	337 KM

Port Connectivity

The nearest port to the PTPS Solar plant is Mundra in Gujarat, which is located about 1,200 km and is west of the Site. The Mundra Port and Panipat are well connected by NH 8 and broad gauge railway line, and hence, movement of cargo, machineries, equipment, etc. using these corridors up to the project site is convenient.

Table A-1 Distance matrix for Project Site, PTPS; Panipat

Parameter	Location	Distance (km)
Nearest Urban Area	Panipat	11
Nearest National Highway	NH 1	12
Nearest State Highway	SH 14	0
Nearest Railway Station	Panipat	13
Nearest Airport	New Delhi	114
Nearest Port	Mundra	1250

Solar Radiation

Ideally, actual measurement of solar radiation at the site is desirable for estimating the projected power output since solar energy is the raw material for power generation. It may be noted that the annual average solar radiation measurement even for 1-2 years is not sufficient. World over, an average radiation value for at least 8-10 years is used for solar power project designing since climatic variations are quite wide year-to-year. Under such a situation, the prevailing practice world over is to develop software which uses satellite measured solar radiation and matches it with the actual ground measured data for the particular site where actual data has been obtained for many years. There are radiation data from reputed agencies like NASA available. The derived values are tabulated below:

Month	GHI
	GHI (kWh/m2/month)
January	111
February	123
March	173
April	183
May	198
June	186
July	171
August	159
September	157
October	146
November	121
December	104
Annual	**1,832**

Source: NASA

This radiation data is for evaluation purpose. However, for every year actual radiation shall be considered to calculate the NEEGG by the Bidder.

Annexure- X

GST UNDERTAKING

The following undertakings (on the letter head) to be made as part of mandatory documents to be submitted by firm:

1. GST registration is valid as on date …….

2. No default has ever been made by the firm in filling the various GST returns and deposit of GST dues with the department.

3. The firm having multiple registrations 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 firm ineligible.

4. A CA certificate regarding validity of GST registration will be submitted every six months during the tenure of contract.

5. Vendor will submit copies of GSTR I and GSTR 3B/challans as evidence to deposit of GST with certification that GST collected from HPGCL, to be specified in exact rupees, has been paid to Govt. vide this challan (specifying the challan no. & date of deposit) and returns filed (date of filing of return) includes the transaction of supply of Good or/and services to HPGCL.

6. Vendor will inform immediately the HPGCL about initiation of any proceeding (if any) against him under the GST laws which may result in suspension or cancellation of GST number of the vendor.

7. Undertaking to indemnify the HPGCL in case of any financial implication on HPGCL due to non-compliance of prescribed obligation under the GST Law on part of the firm.

8. Copies of GSTR 1, GSTR 2A and GSTR 3B along with copies of invoices raised to HPGCL, duly reconciled with three returns to be submitted on quarterly basis.

9. In case of failure at the end of firm regarding deposit of tax and in complying with conditions mentioned at above, HPGCL will have right to recover the GST amount in default along with interest & penal amount and deposit the same directly with GST department on behalf of vendor to the credit of HPGCL.

10. Vendor will undertake to immediately inform the HPGCL about any amendment in the GST certificate and to immediately submit the updated registration certificate.

11. Submit a undertaking in case the firm is not generating e-invoice in following format:-

We M/s. …….. having PAN …… and GSTIN Registration Number …… hereby undertake that out Aggregate Turnover (as per Number ……hereby undertake that our Aggregate Turnover (as per section 2(6) of Central Goods and Services Tax Act, 2017) for FY 2025-26 does not exceed the prescribed threshold (as on the date of this declaration) for generation a Unique Invoice Registration Number (IRN) and QR code as per the provisions of Central Goods and Services Tax Act, 2017 and rules there under ("GST Law"). Further, we also undertake that if the aggregate turnover of M/s …… exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall issue invoice and credit note in compliance with the required provisions of GST Law. In case of any queries from the any state or centre Goods and Services Tax authorities, M/s. …… will be solely responsible.

Yours Truly,

For M/s. ……..

Authorized Signatory Name: Designation

ANNEXURE-XI

STATEMENTS OF BIDDERS

NIT Ref No: 1/Ch-29/SLR-1/2026 Dated: 13.11.2026

Description of the works: Comprehensive Operation and Maintenance works of 10 MW Solar photovoltaic (PV) grid-connected power plant at Panipat Thermal Power Station (PTPS), Panipat for 05 years.

1	Name of The Bidder (Company Name)	
2	Address of Corporate Office	
3	Address of Dealing Branch Office	
4	Telephone No / Fax No.	
5	Contact Person for the Project With Telephone No, Email	
6	Type of Business	
7	Year of incorporation	
8	EPF No.	
9	ESI No	
10	PAN	
11	TAN	
12	GST NO	
13	Bank Details (attached signed cancelled cheque)	
14	Bank Name & Address	
15	Bank Account Number	
16	Bank Branch Code	
17	IFSC Code of Branch	
18	Nature of account (current/saving/OD/CC)	
19	Closest field office to HPGCL H.O. and Power stations	List to be enclosed
20	Does your company have an existing relationship with HPGCL? Describe the nature and extent of this relationship.	
21	Name of Important clients / firms using the services	List to be enclosed
22	Compliance regarding meeting eligibility criteria and relevant documents as per NIT	Please attach all related documents and compliance.
	Turnover in Services in which applications are invited (Enclose a copy of audited balance sheet, Profit & Loss A/c.)	
	Year 2023-24 (INR)	

<table>
<tr><td rowspan="2"></td><td colspan="3">Year 2024-25 (INR)</td><td></td></tr>
<tr><td colspan="3">Year 2025-26 (INR)</td><td></td></tr>
<tr><td rowspan="6">23</td><td colspan="3">Detail of major orders executed</td><td>Please attach a separate list</td></tr>
<tr><td>Name of Organization</td><td>Period</td><td>Reference of Contract</td><td>Order Value of Contract</td></tr>
<tr><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td></tr>
<tr><td>24</td><td colspan="3">Escalation Matrix of O&M Support</td><td>Please attach the list</td></tr>
<tr><td>25</td><td colspan="3">Qualification & experience of key person (s), who will supervise the implementation of the project.</td><td></td></tr>
</table>

signature of Authorized Signatory: _____

Name and Title Of Authorized Signatory:_____

Name of Firm/Company:_____

Address of Communication:_____

Telephone No. (Office):_____

Mobile No.:_____

Fax:_____

Annexure-XII

Format of Authorization by Parent Company

[On the Official Letterhead of the Parent Company]

[Reference No.]
From: [Name of Parent Company]
[Address of Parent Company]
[Date]

To:

The Chief Engineer/PTPS
Haryana Power Generation Corporation Limited (HPGCL)
Village Assan, Jind Road
Panipat 132105, Haryana.

Sub: Authorization of use of financial capability by Parent HPGCL.

Ref: Request for Proposal for Bid for Comprehensive Operation & Maintenance For Five (5) Years of 10 MW Grid-Connected Solar Photovoltaic Power Plant at HPGCL - PTPS, Panipat, Haryana.

Dear Sir,

A. With reference to the abovementioned Tender, we confirm that we hold ..... [Insert percentage of share held in words] percent ([Insert percentage of share held in figures] %) share in M/s. ..... [Insert Name of the Bidder].

B. We confirm that M/s. ..... [Insert Name of the Bidder] is authorized by us to use our financial capability for meeting the financial criteria as specified in the Tender, meeting all the provisions including but not limited to terms and conditions of the Tender and undertaking the Scope of Work as defined in the Tender.

C. We further confirm that we shall by jointly and severely be held responsible for the performance of M/s. ..... [Insert Name of the Bidder] as per the various provisions including but not limited to the terms and conditions in undertaking the Scope of Work as defined in the Tender.

D. Our financial summary is attached as a part of the Bid submitted by ..... [Insert Name of the Bidder] as per the appropriate format indicated in the Tender.

For and on behalf of ..... [Insert Name of Parent Company]

[Signature and Stamp of any Whole-Time Director]

Name: [Insert name of the Whole-Time Director]

Place: [Insert Place]

Date: [Insert Date]

[NOTE:

A. The Authorization of use of financial capability by Parent Company shall be supported by a specific Board Resolution of the Parent Company satisfactorily conveying the same.]

Annexure-XIII

Document Checklist

Sr. No.	Pre-qualifying Requirements		Complied/ Attached? Yes/No	For official Use
1	Tender Fees and EMD			
2	EPF registration			
3	ESI registration			
4	GST registration			
5	PAN registration			
6	PQR requirement of successfully executed work orders	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.		
		The 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: Single order copy of value not less than Rs. 1.52 Cr lakhs executed during one year OR Two orders of the value not less than Rs. 95.30 lakhs executed during one year OR Three orders of the value not less than Rs. 76.24 lakhs executed during one year In support of the above conditions, the copy of work orders executed with the completion certificates that mentions financial implication of the order.		
		If Bidder has its own power plant, then the 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.		
7	A certificate to the effect that the firm is not black listed from any Public Sector undertakings of Central Govt./ State Govt./ SEBs (State electricity board) / Corporations/ any other reputed thermal/ Hydel plant etc.			
8	The bidders must have average annual turnover of not less than 1.91 Cr in the last three consecutive financial years ended prior to the financial year in which the applications are invited.			
9	A certificate to the effect that the firm has checked the operational performance of the solar PV plant at PTPS and it has satisfied itself with the performance of the plant and has agreed to the guaranteed			

	generation clause of the tender.		
10	Signed & stamped copy of NIT paper/ Acceptance of NIT conditions		
11	GST Undertaking as per Annexure-X		
12	Labour Licence/Undertaking as per Clause-2 of Annexure-II		
13	Statement of Bidder (Annexure-XI) duly filled in as per given format		
14	Contractor ID (received after registration on HEW Portal)		

Digitally signed by Varun Kumar
Date: 2026.11.18 17:47:51 IST
Location: Haryana-HR