

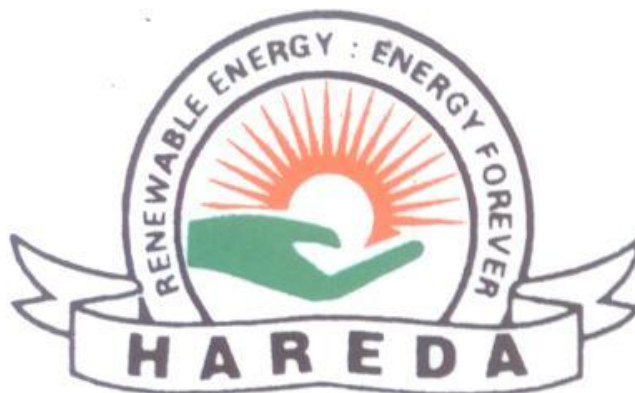
MODEL BIDDING DOCUMENT (DRAFT)

For

DESIGN, MANUFACTURE, SUPPLY, INSTALLATION,
TESTING AND COMMISSIONING INCLUDING WARRANTY,
SPARE PARTS AND OPERATION & MAINTENANCE

OF

VARIOUS RENEWABLE ENERGY PROJECTS/ SYSTEMS
(TURNKEY PROJECTS/ WORKS)



HARYANA RENEWABLE ENERGY DEVELOPMENT AGENCY
(DEPARTMENT OF NEW & RENEWABLE ENERGY, HARYANA)

Akshay Urja Bhawan, Institutional Plot No. 1, Sector-17, Panchkula

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Email: hareda@chd.nic.in Website: www.hareda.gov.in

(Note this document contains 92 pages (1-92) including this page)

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S.No.	Particulars	Page no.
1.		

(To be furnished after bidding document complete in all respect i.e. after incorporating technical specifications and according to relevant indent)

DISCLAIMER

- 1- Though adequate care has been taken while preparing the Bid document, the Bidder shall satisfy themselves that the document is complete in all respects.
- 2- A provision shall be made in the software of the Procurement portal where all the bidders / firms shall be asked to accept that they agree to all Qualifying Requirements (QRs) – Specifications / Eligibility Criteria/ Terms & Conditions of the said DNIT. In case the bidder/ the firm do not accept the same, the software will not allow the bidder/ firm to proceed further in the procurement process. However, following Grievance Redressal Mechanism for participating bidders/ firms shall be available:
 - (a) After the final scrutiny of the Technical Bids by the competent authority in Government Department/ Organization , the final status of the bidders being As per NIT/ Not as per NIT will be intimated to all the participating bidders/ firms within two days of the approval of proceedings of the final Technical Committee Meeting for the said tender. The decision will be conveyed to all the bidders / firms through electronically at their registered E-mail ID/ Hard Copy.
 - (b) All the bidders/ firms who want to make any representation/ complaint against any issue related to their technical scrutiny of the bids may do the same within 5 working days (up to 5.00 PM of the Fifth Working day) of the date of issue of letter/ intimation regarding their AS per NIT/Not as per NIT status. They have to ensure that their communication is delivered / reached within 5 working days and delay in postal will not be counted as a valid reason.
 - (c) The tendering Department/ Organization will examine the representation/ complaints so received from the bidders/ firms and take a final decision on the same within 5 working days. The five working days will be counted from 6th day to 10th working day of the total Grievance allotted duration of 10 working days.
 - (d) After the completion of the Grievance allotted duration of 10 working days, the Financial Bid will be opened.
 - (e) **No representation/ complaint in whatsoever manner from the bidders/ firms will be entertained after the opening of Financial Bid.**
- 3- Nodal Agency reserves the right to modify, amend or supplement Bid Documents including all formats and annexure at any time. Interested and eligible Bidders are advised to follow

and keep track of Nodal Agency's web-site for updated information. No separate notifications will be issued for such notices/ amendments/ clarification etc. in the print media or individually. Nodal Agency shall not be responsible and accountable for any consequences to any party.

- 4- While this Bid document has been prepared in good faith, neither Nodal Agency nor their employees or advisors make any representation or warranty, expressed or implied, or accept any responsibility or liability, whatsoever, in respect of any statement or omissions herein, or the accuracy, completeness or reliability of information and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Bid Document, even if any loss or damage is caused by any actor omission on their part.
- 5- In the Pre-bid meeting, if convened, only the technical parameters of the indented systems/ plants could be discussed. No representation / discussion will be entertained/ hold with respect to any term & condition and eligibility criteria.

DEFINITIONS & ABBREVIATIONS

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

1. **“Agreement”** shall mean the terms and condition agreed and signed between Successful Bidder and Nodal Agency through bidding document, rate contract , work order and/ or any written document;
2. **“Awarded Capacity”** shall means the total capacity awarded to the Successful Bidder for implementation of Project under the contract;
3. **"B.I.S"** shall mean specifications of Bureau of Indian Standards (BIS);
4. **“Bid”** shall mean the Technical and Financial Bid submitted by the Bidder along with all documents/credentials/attachments annexure etc., in response to the bidding document , in accordance with the terms and conditions hereof;
5. **“B.O.S”** shall mean balance of system.
6. **“Bidder(s)”** shall mean bidding company submitting the Bid and includes Financially Evaluated Company. Any reference to the Bidder includes its successors, executors and permitted assigns as the context may require;
7. **“Bid Dead line”** shall mean the last date and time for submission of Bid in response to this bid document as specified in Bid Information Sheet;
8. **“Bid Capacity”** shall means the total capacity for which Bidder has submitted Bid under Bid document ;
9. **“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;
10. **“Competent Authority”** shall mean Director of Nodal Agency himself / herself and/or a person or group of persons nominated by him for the mentioned purpose herein;
11. **"Comprehensive O&M"** shall mean insurance, warranty, spare parts and operation & maintenance of Project / installations for five years /or as defined in the bidding document/ rate contract /work order from the date of Commissioning;
12. **“Commissioning”** means demonstration of successful operation of the project/ system by the Successful Bidder ;
13. **“Company”** shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto;
14. **“Eligibility Criteria”** shall mean the Eligibility Criteria as set forth in this Bid Document ;
15. **"IEC"** shall mean specifications of International Electro technical Commission;

16. **"kWp"** shall mean Kilo Watt Peak;
17. **"kWh"** shall mean Kilo Watt Hour;
18. **"FPC"** shall mean Flat Plate collector.
19. **"MNRE"** shall mean Ministry of New and Renewable Energy, Government of India;
20. **"Nodal Agency/ Purchaser"** shall mean the Haryana Renewable Energy Development Agency (HAREDA), Panchkula (Haryana).
21. **"DNRE"** shall mean Department of New & Renewable Energy, Haryana.
22. **"Performance Test"** shall mean such tests which establish successful installation and working of equipment at desired level as per the requirement of issuing authority before the issuance of Commissioning certificate;
23. **"Financial Bid"** shall mean PART-II of the Bid, containing the Bidder's quoted Price as per bid document format;
24. **"Bid Document "** shall mean Request for Proposal / Bid Document /Tender document and shall include formats and annexure in it;
25. **"Bid Document Capacity"** shall means ----- (quantity in numbers/ capacity in Kwp/ LPD) for which bid has been invited by the Nodal Agency;
26. **"LPD"** shall means capacity in litre per day.
27. **"Inspecting Authority"** shall mean the authority designated by the competent authority for the said purpose;
28. **"Statutory Auditor"** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or Companies Act, 2013 or under the provisions of any other applicable governing law;
29. **"Successful Bidder(s)"** shall mean the Bidder(s) selected/ approved by the Competent Govt. Authority /or High Powered Purchase Committee (HPPC) constituted by the Government of Haryana pursuant to this bid document for implementation of Project as per the terms and condition of the bid document , and to whom Letter of Award has been issued;
30. **"Technically Qualified Bidder(s)"** shall mean the Bidder who, after evaluation of their Technical Bid stand qualified for opening and evaluation of their Financial Bid;
31. **"Positive net worth"** shall mean the amount by which a company's assets are greater than its liabilities.
32. **"Affiliate"** shall mean a company that either directly or indirectly
 - controls or
 - is controlled by or
 - is under common control with:
 - a Bidder and **"control"** means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company.

INTERPRETATIONS:

1. Words comprising the singular shall include the plural & vice versa
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

SECTION – I

INVITATION FOR BIDS

HARYANA RENEWABLE ENERGY DEVELOPMENT AGENCY
(DEPARTMENT OF NEW & RENEWABLE ENERGY, HARYANA)

Akshay Urja Bhawan, Sector-17, Panchkula
PHONE: 0172-2585733, 2585433 Fax No.0172-2564433
Email: hareda@chd.nic.in Website: www.hareda.gov.in

E-TENDER NO. HAREDA/2016/-----

E-tenders are invited for manufacture, supply, installation, testing and commissioning including warranty, maintenance for five years in the state of Haryana for below mentioned systems/ projects in **two bid system** i.e. Technical Bid and Financial Bid:-

S. No.	Description	Estimated project cost (Rs. In Lakhs)	EMD	Document fees + e-Service fees	Start Date & Time of online Bid Preparation & Bid Submission	Expiry Date & Time of online Bid Preparation & Submission
1			Rs. ---- Lacs			

- 1- The Tender Document's fee and E-Service will be paid online. The tender fee for the Haryana based SME (including KVI) will be Nil subject to the condition that the concerned Enterprise participate directly in the tender and not through any intermediaries i.e. their dealers/ agents and distributors etc.
- 2- The bidding document having detailed terms and conditions can be downloaded from the website <https://haryanaeprocurement.gov.in> from ----- (date) from 17.00 Hrs onwards. The E-Tenders shall be received through website only. All interested bidders are requested to get themselves registered as vendors with the said website for submitting their bids. For any assistance, please contact, Toll free no. 1800-180-2097 of M/s Nextenders (India) Pvt. Ltd.
- 3- Technical Bids of the E-Tenders against the above NIT will be opened in the office of the Director, HAREDA, Sector-17, Panchkula (Haryana) on ----- at ----- Hrs.
- 4- HAREDA reserves the right to modify, amend or supplement this document including all formats and Annexures. HAREDA also reserves the right to reject one or all the tenders received, without assigning any reason.
- 5- The bidding shall be in Single Bid System having two parts pattern, Technical Bid and Financial Bid: Technical Bid will contain the qualifying requirement and the Financial Bid will contain the offered prices.
- 6- Corrigendum, if any, would only be published online on the website. Prospective bidders are advised to update with the above website.

Director, HAREDA

BID INFORMATION SHEET

Document	Rate contract for supply, installation & commissioning of ----- (name of system/works)
Estimated value	
Tentative capacity/ Nos.	
Tender no. & date	
Document fees + e-Service fees (ONLINE only)	
EMD (ONLINE only)	
Start Date & Time of online Bid Preparation & Bid Submission	
Expiry Date & Time of online Bid Preparation & Submission (ONLINE only)	
Broad Scope	Design, Engineering, Supply, Installation, Testing and Commissioning Including Insurance, Warranty and Operation & Maintenance (for 5 years from the date of Commissioning) of ----- (name of system)
Pre-bid Conference Clarification Meeting	A pre-bid conference shall be held on _____ at ____ hours at Nodal Agency's office, Akshay Urja Bhawan, sector-17, panchkula (Haryana). Interested Bidder may send their representatives to attend the same.
Bid Opening (Technical)	----- at -----hours at Nodal Agency's office, Akshay Urja Bhawan, sector-17, panchkula (Haryana) in the prsence of the bidder who wish to be present.
Bid Opening (Financial)	Date, time and venue for Financial bid opening shall be communicated to Technically Qualified Bidder

INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of bidders on eProcurement 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://haryanaeprocurement.gov.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 bidding online. These Digital Certificates are issued by an Approved Certifying Authority, 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://haryanaeprocurement.gov.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 or may obtain information and application format and documents required for the issue of digital certificate from:

M/s Nextenders (India) Pvt. Ltd.

O/o. Department of Supplies & Disposals (DS&D), Haryana,
SCO – 09, IInd Floor,
Sector – 16,
Panchkula – 134108

E - mail: Chandigarh@nextenders.com

Help Desk: 1800-180-2097 (**Toll Free Number**)

- 2.4** Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during of bid preparation stage. 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 certificate** 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:

For purchasing the tender documents online, bidders are required to pay the tender documents fees online using the electronic payments gateway service shall be integrated with the system. For online **payments guidelines**, please refer to the Home page of the e-tendering Portal <https://haryanaeprocurement.gov.in>.

4 Pre-requisites for online bidding:

In order to bid online on the portal <https://haryanaeprocurement.gov.in> , the user machine must be updated with the latest Java & DC setup. The link for downloading latest java applet & DC setup are available on the Home page of the e-tendering Portal.

5 Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-procurement system on the Home Page at <https://haryanaeprocurement.gov.in>

6 Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal <https://haryanaeprocurement.gov.in>

7 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.

8 Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee, eService fee, EMD fees 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 Card/ Credit 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/ Credit Card / online payment authorization networks.

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.

NOTE:-

(A) If bidder fails to complete the Online Bid Preparation & Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted, and hence not appear during tender opening stage.

(B) 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://haryanaeprocurement.gov.in>.

(C) For help manual please refer to the 'Home Page' of the eProcurement website at <https://haryanaeprocurement.gov.in>, and click on the available link 'How to ...?' to download the file.

Guideline for Online Payments in e-tendering

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in. On the respective Department's page in the e-tendering portal, the Bidder would have following options to make payment for tender document & EMD:

- A. Debit Card/ Credit Card
- B. Net Banking
- C. RTGS/NEFT

Operative Procedures for Bidder Payments

A) Debit Card/ Credit Card

The procedure for paying through Debit Card/ Credit Card will be as follows.

- (i) Bidder selects Debit Card/ Credit Card option in e-Procurement portal.

- (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- (iii) Bidder clicks on “Continue” button
- (iv) The e-Procurement portal takes the bidder to Debit Card/ Credit Card payment gateway screen.
- (v) Bidder enters card credentials and confirms payment.
- (vi) The gateway verifies the credentials and confirms with “successful” or “failure” message, which is confirmed back to e-Procurement portal.
- (vii) The page is automatically routed back to e-Procurement portal
- (viii) The status of the payment is displayed as “successful” in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.
- (ix) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

B) Net Banking

The procedure for paying through Net Banking will be as follows.

- (i) Bidder selects Net Banking option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid by bidder.
- (iii) Bidder clicks on “Continue” button.
- (iv) The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks
- (v) Bidder chooses his / her Bank
- (vi) The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank
- (vii) Bidder enters his account credentials and confirms payment
- (viii) The Bank verifies the credentials and confirms with “successful” or “failure” message to the Net Banking gateway which is confirmed back to e-Procurement portal.
- (ix) The page is automatically routed back to e-Procurement portal
- (x) The status of the payment is displayed as “successful” in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.
- (xi) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

C) RTGS/ NEFT

The bidder shall have the option to make the EMD payment via RTGS/ NEFT. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

- I. Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.
- ii. Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.
- iii. Each challan shall therefore include the following details that will be pre-populated:
 - Beneficiary account no: (unique alphanumeric code for e-tendering)
 - Beneficiary IFSC Code:
 - Amount:
 - Beneficiary bank branch:
 - Beneficiary name:
- iv. The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.
- v. The bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.
- vi. Post making the payment, the bidder would login to the e-Tendering portal and go to the payment page. On clicking the RTGS / NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

List of Net banking banks

1. Allahabad Bank
2. Axis Bank
3. Bank of Bahrain and Kuwait
4. Bank of Baroda
5. Bank of India
6. Bank of Maharashtra
7. Canara Bank
8. City Union Bank
9. Central Bank of India
10. Catholic Syrian Bank
11. Corporation Bank
12. Deutsche Bank
13. Development Credit Bank
14. Dhanlaxmi Bank
15. Federal Bank
16. HDFC Bank
17. ICICI Bank
18. IDBI Bank
19. Indian Bank
20. Indian Overseas Bank
21. Indusind Bank

22. ING Vysya Bank
23. J and K Bank
24. Karnataka Bank
25. Kotak Mahindra Bank
26. Karur Vysys Bank
27. Punjab National Bank
28. Oriental Bank of Commerce
29. South Indian Bank
30. Standard Chartered Bank
31. State Bank of Bikaner and Jaipur
32. State Bank of Hyderabad
33. State Bank of India
34. State Bank of Mysore
35. State Bank of Travencore
36. State Bank of Patiala
37. Tamilnad Mercantile Bank
38. Union Bank of India
39. United Bank of India
40. Vijaya Bank
41. Yes Bank.

SECTION - II

INSTRUCTIONS TO BIDDERS ON ELIGIBILITY CRITERIA AND SUBMISSION OF BID

INSTRUCTIONS TO BIDDERS ON ELIGIBILITY CRITERIA AND SUBMISSION OF BID

1. INTRODUCTION :

- 1.1. Bid for arranging the rate contract for design, manufacture, supply, installation, testing & commissioning of tentative _____(nos/ capacity) of ----- (name of systems) with an estimated cost of Rs.----- (lakhs) at various locations in the state of Haryana . The detailed bid document can be viewed on <https://haryanaeprocurement.gov.in> and downloaded from the web-site, <https://haryanaeprocurement.gov.in>.
- 1.2. The estimated average value per unit (no. / Kwp/ LPD, as the case may be) is Rs. -----
-----/-.
- 1.3. The Bidder is advised to read carefully all instructions and conditions appearing in Bid document and understand the scope of work fully. All information and documents required as per the Bid document must be furnished with bid. Failure to provide the information and/or documents as required shall render the bid unacceptable for evaluation of technical bid. All bidders qualifying technical stage shall be treated at par. Financial Bid of Bidder qualifying at technical stage only shall be opened.
- 1.4. Bidder shall be deemed to have examined the Bid document , to have obtained information in all matters whatsoever that might affect the carrying out of the works in line with the scope of work specified in the Bid document at the bid price and to have satisfied himself of the sufficiency of his bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works Successful Bidder shall have to complete in accordance with the Bid Document irrespective of any defects, omissions or errors that may be found in Bid document.
- 1.5. Bidders having been blacklisted by HAREDA or by any State Govt. / PSU, for whatever reasons, shall not be eligible/ allowed to participate in this Bid.

2. BID DETAILS:

- 2.1. The bidding process is for arranging the rate contract for tentative ----- nos/ capacity of Project under EPC cum comprehensive O &M mode for ----- (name of the system/ project) at various locations in the state of Haryana, India. However, total nos/ capacity as indicated above may go up to 1.5 times of indented

nos/ capacity, if required. Successful bidders will have to unconditionally agree to the additional quantum beyond the indented nos/ capacity under the same terms and conditions.

- 2.2. Maximum Three Technically Qualified Bidder having minimum Financial Bid would be preferred for selection.

3. INSTRUCTIONS TO THE BIDDER:

- 3.1. Bidder must meet the eligibility criteria independently as a company. Consortium of Companies is not allowed in any form. Bidder will be declared as a Technically Qualified Bidder based on meeting the eligibility criteria and as demonstrated based on documentary evidence submitted by the Bidder in the Bid.
- 3.2. The Successful Bidder shall be required to establish at least one Service Centre in Haryana.
- 3.3. Bid Document can also be viewed from Nodal Agency's (HAREDA) website www.hareda.gov.in.
- 3.4. The Bidders shall have to submit their bid and other required relevant documents/ certificates, if any; online only as per time schedule (Key dates). Bid other than online will not be accepted by the Nodal Agency.

4. ELIGIBILITY CRITERIA FOR THE BIDDER:

4.1 GENERAL:

- a. The Bidder should be either a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto and engaged in the business of Solar Power for minimum three years. A copy of certificate of incorporation shall be furnished along with the bid in support of above.
- b. The minimum quantity/ capacity to be quoted by the bidder must be at least 20% of the DNIT. Offer quoted quantity/ capacity less than 20% of the DNIT will not be considered and it will not be further evaluated.
- c. Bidder should be a registered manufacturer of at least one major component to be deployed in the system/ project :
 - (i) In case of Solar Home Lighting (including Manohar Jyoti) and Solar Street Lighting: Manufacturer of Solar PV Module or Battery or Charge Controller/ Balance of System (BOS).

(Bidder should have the valid Test Certificate for the tendered Model of the system from a MNRE authorized testing center at the time of bidding)

- (ii) In case of Off-Grid Solar Power Plants: Solar PV Module or Battery or Solar Inverter / Power Conditioning Unit (PCU).

(Valid Test Certificate for any one of the above components from a MNRE accredited Test lab is mandatory)

- (iii) In case of Grid Connected Solar Power Plants: Solar PV Module or Inverter / Power Conditioning Unit (PCU).

(Valid Test Certificate for any one of the above components from a MNRE accredited Test lab is mandatory)

- (iv) In case of Solar Water Heating System: BIS licensed Solar Flat Plate Collector (FPC).

(Test Certificate for MNRE accredited Test lab & valid BIS License is mandatory)

- (v) In case of Solar Water Pumping System : Solar PV Module OR Motor-pump Set OR Solar Pump Controller (Test Certificate for any one of the above components from a MNRE accredited Test lab is mandatory)

Bidder should have Test Certificate for the tendered Model of Solar Water Pumping System from a MNRE authorized testing center at the time of bidding.

- (vi) In case of Solar Inverter Charger: Solar PV Module or Interface Charge Controller.

(Test Certificate for any one of the above components from a MNRE accredited Test lab is mandatory)

Note: Bid should be accompanied with valid test report from MNRE accredited Test lab. However, the bidders are allowed to submit duly signed (name of signatory, designation, name of testing and date of receipt) acknowledgement receipt of the MNRE accredited test centre of the sample of the system/ product with the bid subject to condition that they have to submit the test report of the system/ product of the same test centre before opening of the Financial Bid or such communication notified to the bidder/s in written by the HAREDA failing which their bid will be out rightly rejected and no correspondence in the matter will be entertained.

- d. For the components which are not manufactured by the bidder, bidder will submit the tie up certificate along with valid test report of the component issued by MNRE accredited Test lab from the original manufacturer of the component/ item.

- e. Test Certificate(s) should have been issued on or after ----- (date, month & year).

- f. Bidder should have not been debarred/blacklisted by any Govt. Deptt's / organization/ PSU's / institutions/ agencies/ autonomous Organizations. If any bidder provides false

information regarding debarred / blacklisted or conceals the facts in this regard and it is found later on, then Nodal agency reserves the right to forfeit both EMD & Performance Bank Guarantee of the bidder.

- g. The Bidder should have valid CST / State VAT/ TIN registration certificate in the state. A copy of which should be enclosed.
- h. The Bidder should have valid Service Tax Registration Certificate. A copy of which should be enclosed.
- i. If awarded contract, bidder will need to establish at least one Service Centre in the state of Haryana before supply. Till then, an undertaking to be given by the bidder.

4.2 **TECHNICAL ELIGIBILITY CRITERIA:**

- a. Experience and Past Performance of having successfully completed similar works/ projects during last three years ending 31st March of the previous Financial year, to any State / Centre Govt Agency / department/ organization/ autonomous body , to be either of the following:-

(i) Three similar & relevant works/ contracts costing not less than the amount equal to 40% of the estimated value of minimum quantity/ capacity quoted by the bidder.

OR

(ii) Two similar & relevant works/ contracts costing not less than the amount equal to 50% of the estimated value of minimum quantity/ capacity quoted by the bidder.

OR

(iii) One similar & relevant work / contract costing not less than the amount equal to 80% of the estimated value of minimum quantity/ capacity quoted by the bidder.

- b. Similar & relevant works/rate contract means :

- (i) In case of Solar Home Lighting (including Manohar Jyoti) and Solar Street Lighting: supply, installation & commissioning of Solar Home Lighting, Solar stand alone Street Lighting and Solar Power Packs with battery up to 1 Kilowatt.
- (ii) In case of Off-Grid Solar Power Plants: Supply, installation & commissioning of solar off-Grid power Plants with battery with minimum 1 Kilowatt capacity and above.
- (iii) In case of Grid Connected Solar Power Plants: Supply, installation & commissioning of Grid Connected Rooftop Solar Power Plants / or Ground mounted solar Power Plants of minimum 1 Kilowatt capacity and above.
- (iv) In case of Solar Water Heating System: supply, installation & commissioning of Solar water Heating System of Flat Plate Collector type of minimum 100 LPD and above.
- (v) In case of Solar Water Pumping System: Supply, installation & commissioning of Solar Water Pumping System irrespective of any capacity of DC or AC Type.

- (vi) In case of Solar Inverter Charger: Supply, installation & commissioning of Solar Power Packs up to 1 Kilowatt capacity with/ without battery.

4.3 **FINANCIAL ELIGIBILITY CRITERIA :**

- a. The bidder should have minimum average annual turnover 30 % of the total estimated value in the last three years, ending 31st March of the previous Financial Year.

(Latest annual report (Balance Sheet and Profit & Loss Account) of last three years, ending 31st March of previous Financial Year is mandatory).

- b. The bidder should be a profit making company and should have positive net worth in the last three years, ending 31st March of the previous Financial Year.

NOTE: Concession/benefits to Micro & Small Enterprises (MSEs) (as per GO No. 2/2/2016-4IBII (1) dated 20.10.2016):-

Sr. No.	Area as part of Qualifying requirements	Concessions/ benefits allowed to MSEs	Eligibility
i.	Tender Fee	Exemption on the payment of tender fee subject to fulfilment of conditions as per eligibility	Manufacturing Micro & Small Enterprises (MSEs) (including Khadi & Village Industries/Units) who have filled Entrepreneur
ii.	Earnest Money Deposit (EMD)	Exemption on the payment of Earnest Money Deposit (EMD) subject to fulfilment of conditions as per eligibility	Memorandum in Haryana in respect of the quoted items, participate directly in tender and not through any intermediaries (their dealers/agents/distributors), will not
iii.	Performance Security	90% concession on Performance Security as applicable to other Haryana based firms subject to fulfilment of conditions as per eligibility	subcontract to any other firm and to carry the entire manufacturing at their enterprise. Concerned MSE will be required to submit the copy of Entrepreneurs
iv.	Turnover	Micro Enterprises: Concession of 80% on Turnover condition imposed as qualifying criteria Small Enterprises: Concession of 70% on Turnover condition imposed as qualifying criteria	Memorandum in respect of its category of Micro Small issued to the firm by the Industries Department Haryana as part of Technical Bid.
v.	Past Performance & Experience	Exempted in respect of Past Performance & Experience as part of Qualifying Requirements of the tender subject to fulfillment of conditions as per eligibility	Manufacturing Micro & Small Enterprises (MSEs) (including Khadi & Village Industries/Units) who have filed Entrepreneur Memorandum in Haryana and further:-
Vi	Purchase Preference	50% of the total tendered quantity provided quoting	Those MSEs have quality

		<p>price within band of L-1+15% by bringing down their price to L-1 and subject to condition that it agrees to fulfilment of other terms & conditions of the tender and further subject to fulfilment of conditions as per eligibility</p>	<p>certification of ISI/ISO/AgMark/Quality Mark issued from competent authority in State or Central Govt.. In respect of items/goods mentioned in the tender</p> <p>OR/AND</p> <p>Those who are registered with DGS&D/NSIC/GOI Department/ State Govt. Department/GOI PSUs/State Govt. PSUs in respect of the item/ goods mentioned in the tender.</p> <p>The firm will be required to submit the detailed information in respect of above through an affidavit in the format enclosed.</p>
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Concession/benefits to Medium Enterprises (as per GO No. 2/2/2016-4IBII (1) dated 20.10.2016):-

5. BID SUBMISSION BY THE BIDDER

Sr. No.	Area as part of Qualifying requirements	Concessions/ benefits allowed to MSEs	Eligibility
i.	Past performance & Experience	Exemption on Qualifying Requirement of Past Performance & Experience as part of Qualifying Requirements of the tender subject to fulfillment of conditions as per eligibility.	Manufacturing Medium Enterprises of the State that have filed Entrepreneur Memorandum for quoted items in Haryana, participate directly in tender and not through any intermediaries
ii.	Purchase Preference	10% of the total tendered quantity provided quoting price within band of L-1+15% by bringing down their price to L-1 and subject to condition that it agrees to fulfillment of other terms & conditions of the tender and further subject to fulfillment of conditions as per eligibility	(their dealers/ agents/distributors), and will not subcontract to any other firm and to carry the entire manufacturing at their enterprise. <u>This concession will be applicable only for one year to newly registered Medium Enterprises or Medium Enterprises of State who are not eligibility criteria of past performance & Experience.</u> The firm will be required to submit the detailed information in respect of above through an affidavit in the format enclosed.

5.1 The information and/or documents shall be submitted by the Bidder as per the formats specified in this document.

5.2 Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures/pamphlets. Non-adherence to formats and / or submission of incomplete information may be a ground for declaring the Bid as non-responsive and

liable for rejection without any communication in that regard. Each format has to be duly signed and stamped by the authorized signatory of the Bidder.

6. CLARIFICATIONS AND PRE-BID MEETING:

- 6.1 The Nodal Agency will not enter into any correspondence with the Bidder, except to furnish clarifications on Bid document, if deemed necessary by Nodal Agency.
- 6.2 The Bidder(s) or their authorized representative(s) is /are invited to attend pre - bid meeting(s), which will take place on date(s) as specified in Bid information Sheet, or any such other date as notified by Nodal Agency.
- 6.3 The purpose of the pre-bid meeting will be to clarify any issue related to technical specifications only, raised in writing and submitted by the Bidder. However, Nodal Agency is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

7. BID DOCUMENTS:

- (a) **TECHNICAL BID (PART-I)** - The Bid in response to this e-tender shall be submitted by the Bidder strictly in the manner provided in the Bidding Document in **PERFORMA-I** along with all required relevant documents.
- (b) **FINANCIAL BID (PART-II)** – Financial Bid shall be furnished & submitted in the **PERFORMA-II (A) & PERFORMA-II (B)** of the bidding document.

Note: Bidder shall submit their Technical bid and Financial Bid online only

8. EARNEST MONEY DEPOSIT AND COST OF TENDER FEE

(A) EARNEST MONEY DEPOSIT

- (i) The Payment for EMD (2% of the estimated value of the tender subject to a ceiling of Rs. 2.00 Lakh. The exact amount of EMD will be indicated in the tender notice) can be made online directly through Internet Banking/Debit Card/Credit Card and the bidder would remit the funds at least T+1 day (Transaction + one day) in advance to the last day of the online bid submission and make the payment to the beneficiary account number as mentioned in the Challan.
- (ii) Offers without EMD shall be out rightly rejected.
- (iii) Central or Haryana Public Sector Enterprises and “approved sources” as declared by the Industries Department, Haryana, would be exempted from the deposit of EMD . These Central or Haryana Public Sector Enterprises and “approved source” as declared by the Industries Department, Haryana shall submit proof issued by the competent Govt. authority for exemption of EMD.

- (iv) Haryana based Micro & Small Enterprises are exempted for payments of EMD as per State Govt. Policy.
- (v) EMD of unsuccessful tender shall be returned after award of the contract /order. No interest will be paid on the earnest money. The EMD of the successful bidders shall only be released after receiving of Security Deposit as per clause.
- (vi) EMD may be forfeited in case of non-deposition of Security Deposit (SD) as per clause or if a bidder withdraws its tender during the period of tender validity specified.

(B) Tender Fee (as per GO No. 2/2/2010-4IB-II dated 24.3.2015) + eService fee

Amount of Tender fee to be obtained from all the bidders except in the case of Haryana based Micro & Small Enterprises and KVI units	Amount of Tender fee for the Haryana based MSEs and KVI units
Rs. 5,000/-	Nil

Besides, the above Tender Fee, the bidder is required to pay additional e-Service Fee of Rs. 1000/- (Rupees one thousand only (Non-refundable) also online directly through Debit Cards/Credit Cards OR Internet Banking Accounts

9. SAMPLE {TO BE OBTAINED IN CASE OF SOLAR HOME LIGHT, SOLAR STREET LIGHT, MANOHAR JYOTI, SOLAR INVERTER CHARGER}.

- (i) **The offer shall be accompanied with the sample of the quoted item(s). The offer received without sample shall be rejected.** The unsuccessful bidders may collect the sample within 15 days of after finalizing the rates by HPPC, failing which HAREDA shall not be responsible for any loss/ damage of the sample. However, it will be conveyed to the bidder to collect the samples in written by the HAREDA. Each sample should have a card affixed to it duly sealed giving the following particulars :

Name & address of the tenderer
Tender number
Date of opening of tender

- (ii) The tenderer should specifically state that the sample submitted conforms to the specification laid down in schedule to the tender.
- (iii) Samples should be delivered to the Sample In-charge in the office i.e. Directorate of New & Renewable Energy, Haryana, Akshay Urja Bhawan, Institutional Plot No. 1, Sector-17, Panchkula. Samples sent "Freight to pay" or sent through "G/R-R/R" will not be accepted
- (iv) Samples must be deposited with the Sample In-charge of the Directorate before the due date and time of opening of tenders.
- (v) Samples should be collected by the tenderer from the date of notice issued to them by the Director, HAREDA failing which the samples will become the property of the Government and will be disposed of by public auction and the sale proceeds will be

deposited in the Government account and no claim shall be entertained thereafter. Loss of samples, damage, wear and tear or injury on account of testing, exposure, experiment etc. shall not constitute the ground for claiming any compensation from the Government.

- (vi) The approved sample of the successful bidder shall be returned to the contractor after satisfactorily completion of work.

10. PERFORMANCE SECURITY:-

- (i) **At HAREDA level-** The EMD of successful tenderers shall be kept as security deposit till the validity of rate contract and shall be released on successful execution of the orders against the rate contract. No interest will be paid on this security deposit.
- (ii) **At Indenting Deptt Level-** The successful bidder shall be bound to submit performance security deposit as mentioned in below table of the work order value within 15 days with the Indenting Department from the date of placing the work order in the form of DD or BG (as per GO No. 2/2/2016-4IBII (2) dated 20.10.2016), as per format, in favor of HOD/HOO of the Indenting Department valid up to five year and three months failing which, the work order may be cancelled.

S.No.	Type of firm/ Enterprises	Value of Performance Security
1	Haryana Based firms: (i) # Haryana based Micro and Small Enterprises (MSEs) (ii) Haryana based others firms/Enterprises	(i) @0.2% of the order value or estimated value of Rate Contract (where maximum value of rate contract (RC) is indicated, it will be on basis of the same) (ii) @2% of the order value or estimated value of Rate Contract (where maximum value of rate contract (RC) is indicated, it will be on basis of the same)
2	Others States/UTs based firms	@5% of the order value or estimated value of Rate Contract (where maximum value of rate contract (RC) is indicated, it will be on basis of the same)

Haryana based MSEs will be eligible for performance security deposit @ 0.2% who have filed Entrepreneurs Memorandum (Micro or Small Enterprise category) with the Industries & Commerce Department Haryana and participating directly for the tendered/quoted items and offering to supply the entire quoted quantity manufactured from their own Haryana based unit.

11. PERIOD OF VALIDITY OF BIDS

- 11.1 Bid shall remain valid for the period of 120 days from the date of opening of Financial Bid. If required, Nodal Agency may request to bidder(s) to extend the validity.

12. COST OF BIDDING

- 12.1 The Bidder shall bear all the costs associated with the preparation and submission of his offer and Nodal Agency will in no case be responsible or liable for those costs,

under any conditions. The Bidder shall not be entitled to claim any costs, charges and expenses of and incidental to or incurred by him through or in connection with submission of Bid even though Nodal Agency may elect to modify/withdraw the invitation of Bid.

13. SUBMISSION OF BIDS

13.1 Preparation of Bids:

- a. The bidder shall upload the bids as per formats on or before the date and time notified in this document/ NIT.
- b. Single Bid System shall be followed and Bids shall be prepared in two parts

Part - I: TECHNICAL BID (Furnish in PERFORMA-I with all relevant documents).

Part-II: FINANCIAL BID (Furnish in PERFORMA-II (A) & PERFORMA-II(B))

- c. **It should be clearly noted that Part –I (should not contain any price bid).**
- d. Part-I containing technical bid will be opened at the time & date notified for opening. If any bidder indicates the price in Part-I, the bid would stand rejected. Bids not accompanied by Earnest Money Deposit, Tender Fee and e-service charges will be treated as out rightly rejected.

Part II containing Prices will not be opened at the time of opening Part-I. Price bid of only technically qualified bidders will be opened on that date and time. Date and time of Price bid opening will be uploaded on web site and will also be intimated to qualified bidder by suitable means.

14. DEADLINE FOR SUBMISSION OF BIDS

- 14.1 Bids will be submitted through e-tendering process online on time and date as mentioned in NIT.

15. CLARIFICATION OF BIDS

- 15.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

16. AMENDMENT OF BIDDING DOCUMENTS:

- 16.1 At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification required by a prospective Bidder, modify the Bidding Documents by amendment.
- 16.2 The amendment will be notified in writing and will be uploaded on the e-procurement

web portal and the web portal of the HAREDA www.hareda.gov.in. . It will be binding to the all bidders participated in the bid.

- 16.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids. It will also be notified in writing on e-procurement web portal and the web portal of the HAREDA www.hareda.gov.in. Prospective bidders are advised to update with the above web portal of e-procurement.
- 16.4 HAREDA reserves the right at the time of awarding the contract to increase or decrease the quantity of goods and locations of supply without any change in price or other terms and conditions.

17. OTHER TERMS AND CONDITIONS

- 17.1 The offer shall be submitted online only. No tender will be accepted in physical form.
- 17.2 Before submission of online bids, the bidder must ensure that scanned copies of all the necessary documents have been uploaded with the bid.
- 17.3 Department/ HAREDA will not be responsible for any delay in online submission of bids by the bidder due to any reason whatsoever.
- 17.4 The price quoted should be FOR anywhere in the State of Haryana inclusive of all taxes and duties, custom duty, excise duty, service tax, sales tax, C.S.T., local taxes, Trade Tax/VAT, Income Tax, Surcharge on income tax etc. if any, including 5 years warranty (or as notified in the bid) of the complete system/ plant. A supplier/ contractor shall be entirely responsible for all taxes, duties, license fees, etc. All taxes payable as per Government income tax & service tax norms will be payable by the contractor. If any new tax/duty is levied during the contract period the same will be borne by the firm exclusively. TDS will be deducted from the payment of the contractor as per the prevalent laws and rules of Government of India and Government of Haryana state in this regard.
- 17.5 Material shall be strictly as per DNIT specifications. If there is any left out specification, the same shall be considered as per the latest specifications applicable as per MNRE/ BIS/International Standards.
- 17.6 The make of parts of systems should be strictly as per the make mentioned in the technical bid and test reports submitted along with the offer.
- 17.7 In case of any ambiguity in interpretation of any of the clauses/ provision of the said rate contract/DNIT, the decision of the Director, HAREDA shall be final and binding.

- 17.8 It shall be the sole responsibility of the contractor to get verified the quality & quantity of the supplied material at the site of delivery.
- 17.9 The Contractor shall indemnify the HAREDA against all third party claims of Infringement of patent, royalty's trademark or industrial design rights arising from use to the goods or any part thereof.
- 17.10 Contractors, wherever applicable, shall after proper painting, pack and crate all the equipment in such manner as to protect them from deterioration and damage during rail and road transportation to the site and storage at the site till time of installation. Contractor shall be held responsible for all damage due to improper packing.
- 17.11 All demurrage, wharf age and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the contractor.
- 17.12 The goods supplied under the contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, shall be included in the bid price.
- 17.13 HAREDA may at any time terminate the contract by giving written notice to the contractor without compensation to the contractor, if it becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the HAREDA.
- 17.14 HAREDA, may by written notice sent to the supplier, terminate the contract, in whole or in part at any time for its convenience.
- 17.15 To assist in the examination, evaluation and comparison of bids the HAREDA may at its discretion ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing.
- 17.16 At any time prior to the submission of the tender or prior to the opening of the financial bid the HAREDA may, for any reason, whether at its own initiative or in response to a clarification requested by the Bidder, modify the Tender documents by amendments.
- 17.17 Any material /instrument required to complete /successful running of the project which is not mentioned in the DNIT will be provided by the bidder in the quoted rates only and no additional payment shall be made.
- 17.18 Not more than one tender should be submitted by one contractor or by a firm of contractors for the same work.

17.19 Under no circumstances will a father or his son or their close relation or the partner of one firm be allowed to tender as separate tender. A breach of this condition will cause the tenders of such parties liable for rejection and forfeiture of their earnest money.

The firm (s) tendering shall clearly mention in their tender whether any of the close/near relative of their management is in the employment of the HAREDA/Department of New & Renewable Energy, Haryana and in case their close/near relative is in employment of the HAREDA/Department of New & Renewable Energy, Haryana then his/her name, designation and place of posting to be mentioned.

If the tendering firm do not disclose and furnish the correct information as required in above clause, then his earnest money may be forfeited and in case the contractor has been awarded the work, the same may be cancelled.

Note:

The word "Close/ Near Relative" mentioned in the above clause means father, mother, brother, sister, brother-in-law, sister-in-law, daughter-in-law, daughter, father-in-law and mother-in-law, son-in-law, first cousin of self, wife, father-in-law and mother-in-law of son & daughter.

17.20 Income Tax/Cess will be deducted at source from contractor' bills/dues in accordance with latest Govt. orders from time to time. The contractor will have no objection to this effect.

17.21 The manufacturer shall supply all technical literature and drawing considered necessary for the installation, operation and maintenance of the equipment and its fittings.

17.22 The firm shall put up a MS iron display board (at least of the size 3'x2'), whereas asked by the HAREDA, duly painted at site indicating salient features like year of installation, capacity of system, cost, technology, important technical parameters etc. along with the names of MNRE, GoI and HAREDA as the sponsoring agency after approval of the same from HAREDA.

17.23 The manufacturer should issue excise gate pass for the products sold so that sale of product can be independently verified, where applicable.

17.24 EMD is liable to be forfeited in case of evidence of cartel formation by the bidder(s). Further, in case where cartel formation amongst the manufacturers-suppliers is apparent, complaint shall be filed with the Competition Commission of India and/or other appropriate forum.

17.25 HAREDA reserve the rights to verify the claimed capacity of the bidder, at any stage, from their own or through a third party. Bidder/successful supplier will have to extend all cooperation. If the claim of the bidder is found negative, then HAREDA may consider reject/cancel the bid/contract.

17.26 Supplier shall issue the bill of the material at the time of supply of the material at site as per prevailing rules.

SECTION-III

**BID OPENING,
EVALUATION, AWARD OF
RATE CONTRACT
AND
PLACING OF WORK
ORDER**

BID OPENING, EVALUATION, AWARD OF RATE CONTRACT AND PLACING OF WORK ORDER

1. BID OPENING AND EVALUATION

- 1.1 The Purchaser will open the Technical Part of E-bids in the presence of Bidders representatives who choose to attend, at the time, on the date, and at the place specified in DNIT. The bidder's representative who will be present shall sign a register evidencing their attendance.
- 1.2 The technical bids shall be evaluated & compared by the purchaser which has been determined to be substantially responsive in line with the requirements mentioned in the DNIT.
- 1.3 The bidders whose technical bids are declared as technically qualified shall be informed accordingly and their Price Bids shall be opened.

2. CONTACTING THE PURCHASER

- 2.1. From the time of bid opening to the time of contract award, if any bidder wishes to contact the purchaser on any matter related to the bid, it should do so in writing.
- 2.2 Any effort by a Bidder to influence the Purchaser in its decision on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

3. PROCEDURE FOR FINALIZATION /AWARD OF RATE CONTRACT AND PLACING WORK ORDERS THEREAFTER:

- (a) First the online Technical Bid shall be opened on ----- at -----AM/PM in the **Conference Hall of Akshay Urja Bhawan at Institutional Plot No. 1, Sector-17, Panchkula.**
- (b) Then Price part of only those tenderers, whose offer found technically and commercially acceptable after evaluation will be opened in the presence of tenderers or their authorized representative who chose to attend the meeting. The date to open the price part will be informed separately.
- (c) Thereafter, the status of the bidders i.e. L-1, L-2, L-3 so on shall be determined by giving purchase preference as mentioned in Clause no. 18 below to the bidder billing from Haryana State.
- (d) Thereafter, the agenda shall be placed before the Competent Authority/High Powered Purchase Committee for negotiation and finalization of rate. The number of supplier parties on the rate contract should generally be restricted to three in each group subject to case to case basis.

- (e) The other terms and conditions shall be governed by policy / guidelines on procurement of stores issued by Department of Industries & Commerce, Haryana vide GO No. 2/2/2010-4 I BII dated 28 May 2010 and subsequent policy decision/guidelines/amendment issued by Department of Industries & Commerce. These guidelines are available on the State Govt. website i.e. www.haryana.gov.in/dsndharyana.gov.in. Some of the latest instructions issued vide GO No. 2/2/2010-4-IB-II dated 16.06.2014, for rate contract are as follows:
- (i) The price discovery for the Rate Contract shall be generally determined based on the rates quoted by the L1 bidder if the quoted rates are found to be reasonable by the Indenting Department and negotiations, if any, held with lowest bidder. However, the negotiations could be held up to L3 bidder, if the difference between L1 quoted rate and those quoted by L2 & L3 is within 5 % of the L1 quoted rate. In cases where the L1 bidder refuse to further reduce his offered price and the L2 or L3 bidders come forward to offer a price which is better than the price offered by L1 bidder, the bidder whose price is accepted becomes the L1 bidder. However, in such a situation, the original L1 bidder may be given one more opportunity to improve upon the discovered price. In case, the original L1 bidder further improves upon the price discovered during the negotiations, he would be treated as the L1 bidder.
- (ii) In cases where there is only one bidder for a particular item and the price quoted by such L1 bidder is accepted by the indenting department as being reasonable the order for the entire quantity qua such item could be placed on such bidder:
- (iii) In cases where only two bidding firms are approved, the allocation of quantity of the order may go up to 70% in favour of the L1 bidder subject to the information available in the DNIT viz his offered capacity/capacity to produce/manufacture, orders/commitments in hand and previous track record:
- (iv) In case, more than two firms are approved, the L1 bidder, whose finally discovered price becomes the basis for making counter-offer to other qualifying bidders, would be accorded priority for allocation of share of quantities, which may go up to 50% of the total estimated quantity of the Rate Contract subject to his offered quantity, capacity to produce/manufacture, orders/commitments in hand and previous track record:
- (v) In cases where there are more than one bidders consenting to accept the L1 discovered price in response to the counter-offer, the quantities shall be allocated by the HPPC among L2 & above approved bidders, as the case may be, based on the principles of (i) L2/L3 position (viz L2 bidder shall be preferred over L3 bidder & so on) (ii) offered quantity, (iii) capacity to supply, (iv) Sales turnover, (v) orders in hand, and (vi) previous track record in execution of orders (as per the information available in the DNIT).
- (vi) It may not be necessary to make a counter-offer of the discovered price to all the bidders quoting within 10 % of the L1 quoted rates. Instead, such counter-offer may be restricted up-to L3 if they have the capacity to meet the entire order. However, if the L2 or L3 bidders do not accept the counter offered rates or do not have the capacity to supply, the counter offer in that case could also be extended to other bidders whose quoted rates are within 10% price range.

4. PURCHASE PREFERENCE

A. For the bidders billing from Haryana (G.O No. 2/2/2010-4I BII dated 19th December, 2011)

- (i) Benefit of discounting of 50% Haryana VAT revenue from composite price bid would be allowed to only those bidders who have set up their sale offices in Haryana State before /at the time of submission of bid. For the suppliers billing from Haryana State, 50% of the VAT revenue accruing to the State of Haryana should be discounted from the composite price bid of the bidder while comparing the bids received in response to such DNIT and the L1, L2, L3 bidder status will be determined accordingly.
- (ii) If a successful bidder is awarded the bid after discounting/ rebating 50% of the VAT revenues accruing to the state of Haryana and the state does not lead to the full accrual of the VAT revenue to the State of Haryana on the accepted price bid, a penalty equivalent to short accrual of the VAT revenues to the State of Haryana would be recovered from the supplier.
- (iii) **Bidders are therefore, advised to clearly mention the state of billing & applicable VAT on the quoted item in the price part of the bid.**
- (iv) In case a bidder does not expressly confirm to raise the billing from Haryana State in its bid offer, it is to be considered as a Non-Haryana billing offer.

B. Procurement from Approved Source (GO No. 2/2/2010-4 I BII dated 28 May 2010)

Purchase preference shall be accorded to the approved sources, including Central or Haryana State Public Sector Undertaking/Enterprises, provided that such approved source take part in the bidding process and the quoted prices of the approved source is within 10% of the lowest acceptable price, other things being equal. However, such purchase preference would be available to the approved source only at the lowest acceptable price.

5. SIGNING OF CONTRACT

- 5.1 At the time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send to the Bidder the work order / Rate Contract.
- 5.2 Within Seven (7) days from the date of issue of work order, the successful Bidder shall acknowledge the receipt of the work order / Rate Contract and return a signed copy of it to the Purchaser. The signing of the work order/ Rate Contract shall evidence the final acceptance of all terms and conditions and their due compliance by the successful bidder.

SECTION - IV

SCOPE OF WORK AND TERMS & CONDITIONS OF THE CONTRACT

SCOPE OF WORK AND TERMS & CONDITIONS OF THE CONTRACT

1- DETAILS OF WORKS:

Design, manufacture, supply, installation, testing and commissioning of system (to be defined) as per DNIT specifications and warranty for five years of the complete system from the date of successful Commissioning.

2- THE SCOPE OF WORK SHALL ALSO INCLUDE THE FOLLOWINGS:

2.1 Detailed planning of time bound smooth execution of Project;

2.2 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

2.3 Supplier shall be responsible for delivering all the equipment at site under his own arrangement within the stipulated time frame.

2.4 The goods supplied under the contract shall be fully insured against loss or damage incidental to manufacture of acquisition, transportation, storage at site and delivery to site during the construction period by the supplier at his own cost.

2.5 Performance testing of the complete Project;

2.6 Comprehensive O &M of the Project for five year to assure faultless operation, and inventory maintenance;

2.7 After sales service through service center/s;

2.8 Coverage of risk liability of all personnel associated with implementation and realization of the Project;

2.9 Training of at least one person each to be nominated by user at every location, on the various aspects of design and maintenance of the Project after Commissioning of the Project.

2.10 The Successful Bidder shall maintain sufficient inventory of the spare parts to ensure that the Project is functional during the period of warranty period.

2.11 The Successful Bidder shall run the Project on trial basis and shall closely monitor the performance of the Project before handing over the same. Nodal Agency shall examine the data of energy generation.

2.12 Comprehensive O &M of the Project at every location, from the date of the Commissioning of Project has to be carried out by the Successful Bidder. Comprehensive O &M of the Project shall be for the five (5) years from the date of Commissioning.

2.13 Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;

2.14 Furnishing of tools required for assembly and/or maintenance of the supplied Goods;

2.15 Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;

2.16 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

3. TIME SCHEDULE, PENALTY/LIQUIDATED DAMAGES

a. The ordered system/s are allowed to be got **inspected, supplied, installed and commissioned** within **four months** time from the date of issue of work order during which following milestones should be achieved by the firm for execution of the project:

Sr.No.	Description	Time Required
1.	Award of contract/ issue of work order	Say X date
2.	Acknowledge the receipt of the work order	X+ 7days
3.	Submission of Security Deposit / Performance Bank Guarantee	X + 15 days
4.	Site visit and clearance of site (if any) with District Officer	X +30 days
5.	Pre-dispatch Inspection by Purchaser	X + 90 days
6.	Progressive deliveries of complete material, erection, tastings and Commissioning etc.	X + 120 days

Note: In case, where name of beneficiary not provided with work order, for Solar Home light (Manohar Jyoti), Solar Inverter Charger, Solar Street Lights, Solar Pumps , list of beneficiaries will be provided by the HAREDA or/ by PO/APO of the district to the supplier at the time of receipt of material or at the time of pre-dispatch inspection.

b. Before placing the work order it will have to ensure that site is clear and feasible in all respect for installation of system/ plant. However, it will be the sole responsibility of the supplier to be satisfied with the site through visit under intimation to PO/APO of the district within 30 days of placing of work order. Request, if any, received from the supplier for any extension on ground of issue of site clearance after above said period will out rightly be rejected.

c. The time for and date of delivery (includes supply, installation & commissioning) stipulated in the work order shall be deemed to be the essence of the contract, and should

the contractor fail to deliver / complete the work (includes supply, installation & commissioning) within the period prescribed for such delivery penalty @ **2% of the work value per month** subject to max. of 10% of the work order value recoverable. Once the maximum is reached, the “HAREDA” may consider termination of the contract. For the purpose of calculation of penalty, month will be considered of 30 days and the week of 7 days. In case of non-payment by the contractor, recovery will be made from his bills or amount of Earnest money or security deposited with Director, HAREDA, provide also that :

- (i) No recovery of penalty will be made if the Director, HAREDA accepts the delayed supplies by extending the delivery period by recording in writing that the exceptional circumstances were beyond the control of the supplier and there was no loss to the Government on written request by the supplier, with proper documentation establishing the reasons for delay were beyond the control of the supplier, before the expiry of the allowed time. Requests for extension received after the expiry of the allowed timeline shall not be entertained and shall be subject to penalty.
 - (ii) The supplies, if any, made beyond the time limit for completion of the project defined in the work order will require prior approval of the Director, HAREDA even the same are with penalty means supplier has no right to deliver the material with applicable penalty clause without the written concurrence of the Director, HAREDA. If any supplies fall under the warranty clause then the supplier has to obtain written permission from the Director, HAREDA through a request letter at least seven days before the expiry of delivery period with reason for delay.
 - (iii) On the failure of the supplier/s to make supply within the extended period or otherwise and the receipt of such information in the office of the Director, HAREDA, risk purchase at the cost of the supplier will be made by the Director, HAREDA after the maximum penalty is reached by obtaining consent from the L2, L3 bidders or approved supplier/s or approved RC holder of DGS&D, GOI or any State empanelled supplier or by inviting short terms quotations from the Registered and other known suppliers within next two months. The difference of excess cost thus, incurred will be recovered from the supplier from his pending bills, earnest money or security whichever is available. This procedure will be adopted after serving a registered notice to the supplier to supply stores within 15 days.
- d. The Contractor shall not;
- (i) Without the consent in writing of HAREDA transfer, assign or sublet the work under this contract or any substantial part thereof to any other party. HAREDA shall have at all reasonable time access to the works being carried out by the contractor under this contract. All the work shall be carried out by the contractor to the satisfaction of HAREDA.
 - (ii) Disclose details of the conditions governing this contract to unauthorized persons (Indenting against this contract is permissible only for the bonafide use of Governments

departments and quasi public and not for private parties or for the private use of the Government officers).

- e. In the event of the contractor failing duly and properly to fulfill or committing breach of any of the terms and conditions of the tender or repeatedly supplying goods liable to rejection hereunder or failing, declining, neglecting/ or delaying to comply with any demand or requisition or otherwise not executing the same in accordance with the terms of this tender, or if the bidder or his agents or servants being guilty of fraud in respect of the contract or any other contract entered into by the contractor or any of his partners or representatives thereof with Government directing, giving, promising or offering any bribes, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise to any person in the employment of Government in any way relating to such officers or person of persons, office or employment or if the contractor or any of his partners become insolvent or apply for relief as insolvent debtor or commence any insolvency proceedings or make any composition with his/ their creditors or attempts to do so then without prejudice to Government rights and remedies otherwise, HAREDA/ Government shall be entitled to terminate this contract forthwith and to **blacklist the contractor** for a period as deemed fit by the competent authority and purchase or procure or arrange from Government's stocks or otherwise at the contractor's risk and at the absolute discretion of the Director, HAREDA as regards the manner, place or time of such purchases, such supplies as have not been supplied or have been rejected under this agreement or are required subsequently by Government there under and in cases where issues in replacement are made from Government's stocks or supplies, the cost of value of stocks or supplies together with all incidental charges or expenses, shall be recoverable from the contractor on demand and the contractor shall not be entitled to benefit from any profit which may accrue to Government.

4. FORCE MAJEURE

- (i) Notwithstanding the provisions of clauses contained in this deed; the contractor shall not be liable for forfeiture of its performance security, liquidated damages, termination for default, if he is unable to fulfill his obligation under this deed due to event of force majeure circumstances.
- (ii) For purpose of this clause, "Force majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of Govt. either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes.
- (iii) Obstruction in procurement of components /raw material by the firm from the manufacturers with whom they have tied up for execution of the projects under this tender shall not be covered under force majeure condition. The bidders are advised to make suitable arrangements for supply of parts and components for implementation of the tendered projects within allowed timeframe.
- (iv) However, if a force majeure situation arises, the contractor shall immediately notify the "HAREDA" in writing. The decision of the Director General, HAREDA in above conditions shall be final.

5. INSPECTION & COMMISSIONING

- (i) The HAREDA through its duly authorized representative(s) shall have at all reasonable times access to the contractor/ bidders premises or works and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the works during its manufacture, supply, installation etc.
- (ii) The contractor/ bidder shall give the HAREDA 15 day's written notice of any material being ready for testing as and when it is required so. It shall be mandatory that such notice should reach HAREDA within 90 days of placement of work order. Such tests shall be on the contractor/ bidder's accounts/ expenses except for the expenses of the inspector.
- (iii) The contractor/ bidder are required to get the entire lot of the ordered material inspected at one time, before the supply of the materials. In case the contractor/ bidder fails to get the entire lot inspected at one time, the total expenses of the further inspection will be borne by the supplier/contractor/ bidder.
- (iv) HAREDA will bear the inspector's cost at only one manufacturing plant. If a component is produced in more than one location, then the cost of positioning the inspection in the second and subsequent plants would be borne by the successful Bidder at their cost.
- (v) The inspection by HAREDA and issue of dispatch instruction there of shall in no way limit the liabilities and responsibilities of the contractor/ bidder in respect of the agreed quality assurance forming a part of the contract.
- (vi) After receipt of call for inspection, the material shall be inspected by the Director, HAREDA or a committee authorized by him at firms premises or in exceptional cases at site and material shall be dispatched/erected after acceptance of the same by the Inspection Committee.
- (vii) The Supplier shall offer inspection **with 15 Days notice within 90 days of placement of work order with firm date and thereafter, should complete the project within the allowed time.** To illustrate it further, if the last date of supply is 31st March & supplier sends the inspection call on 30th March for inspection on 31st March, the inspection date shall be considered as 15th April (15 days notice) & period from 1st April to 14th April shall be under penalty clause.
- (viii) If the proposal for pre-dispatch inspection is received within defined & valid time period in the office of Director, HAREDA from the supplier and inspection is not carried out by the HAREDA by any reasons within 15 days of receipt of such letter, the time period for supply, installation & commissioning will be extended equivalent to delayed period, from the next day of expiry of these 15 days till the date of actual inspection and no penalty will be imposed for this extended period.
- (ix) If the proposal for inspection received complete in all respect is not processed by the dealing officer within seven (7) days of receipt of the same by him/her, then he/she will be liable for disciplinary action as per prevailing rule / instruction of the Govt.

- (x) In case the material offered for inspection fails to meet the specifications stipulated in DNIT /Order /Contract and the material is rejected by the Inspecting Committee or complete material is not available for inspection, HAREDA will levy a penalty at 0.1% of the order value. In case the material offered for inspection fails during the 2nd inspection also, the Indenting Department will have the right to increase the penalty to 0.25% of the order value. In case, the material offered fails during the 3rd and final inspection also, the firm will be liable for penal action including forfeiture of EMD/PSD, risk purchase, debarring/blacklisting in future, and no further opportunity for inspection will be provided to the supplier firm.
- (xi) The firm will print the words ‘**PROMOTED BY HAREDA & YEAR _____**’ on the body of the Systems in permanent manner so as to minimize any possible malpractices.
- (xii) The inspection report should be submitted to HAREDA within seven days from the date of inspection either by hand or by e-mail/fax. Similarly, the commissioning report should be submitted to the concerned district office and an advance copy to HAREDA **within seven days** from the date of commissioning either by hand and by e-mail/fax failing which the commissioning date shall be considered seven days prior to the date of submission of the report in HAREDA and the period of late submission of JCR shall be counted towards delay. The district office after verification will issue the JCR or shall report any discrepancy to the supplier with a copy to HAREDA within seven days. In case of discrepancy in the system commissioned, the commissioning date shall be counted from the date when the discrepancy has been removed to the entire satisfaction of District Office & User/HAREDA.
- (xiii) The installation work shall be carried out under the close supervision of the Project Officer/Asstt. Project Officer of the district & the user. The final inspection after installation and commissioning shall be carried out by district office and user. The supplier should plan his activities in such a way that the entire process for supply, installation and commissioning after inspection of the systems is completed within the allowed time. Therefore, it is necessary & in the interest of the supplier to get inspected the material well in advance before the stipulated delivery time in case of bigger systems which require considerable time in their installation & commissioning so as to avoid delay penalty. The supplier shall provide without any extra charge, all materials, tools, testing equipments, labour and assistance of very kind which the inspecting officer may consider necessary for any test or examination. HAREDA can also get the functionality of the system tested from any MNRE approved test centre/laboratory and the expenses shall be borne by the supplier. Rejected material (if any) will have to be replaced by the supplier at its costs within 15 days of issue of such notice.
- (xiv) Before the goods and equipment are taken over by the user, the supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the user to operate, maintain, adjust and repair all parts of the works as stated in the specifications. The manuals shall be in the ruling language (English or Hindi). Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purposes of taking over until such manuals have been supplied to the purchaser/user.

(xv) If the goods/services or any section fails to pass the Tests. The supplier may require such tests to be repeated on the same terms and conditions. All costs to which the purchaser may be put to by the repetition of the tests under this sub-clause shall be deducted from the contract price.

(xvi) The purchaser has the right to pick up sample for random testing of any of the component of the system or complete system at any of the stage offer for pre-dispatch inspection, erecting of material, post commissioning for any kind of laboratory testing. The expenditure on the tests will be borne by the supplier. However, one each work order of more than Rs. 100.00 lakh, during pre-dispatch, one sample of the major component/ s will be randomly selected by the inspection team for laboratory testing.

(xvii) If the purchaser and the supplier disagree on the interpretation of the test results each shall give a statement of his views to the other within 14 days after such disagreement arises. The statement shall be accompanied by all relevant evidence. The purchaser will review both the statements and render a final decision within a further period of fourteen days which shall be binding on the supplier.

6. THIRD PARTY INSPECTION:

Third party inspection of the offered material / installed Projects may also be arranged by Nodal Agency at Bidder's cost.

7. TERMS AND CONDITION FOR PAYMENTS

7.1 The payments shall be made as per the following terms and conditions:

a. **70% of the ordered value** after the supply of the complete material at site supported with pre-dispatch inspection report, list of material with complete details, material receipt issued by user /P.O of the concerned district, bill of material and colored photographs of major components.

b. **Balance payment** within 30 days on submission of Joint Commissioning Report (JCR) supported with satisfactory performance report, bill of material, colored photographs of complete system (before & after installation) duly signed by the district PO/APO and end user, Handing over certificate duly signed by user/end consumer and Inspecting Authority and Satisfactory Trial Certificate from Project Officer/ Asstt. Project Officer of the concerned district. The JCR must be countersigned by the respective ADC-cum-CPO of the district.

7.2 Income Tax shall be deducted at source only.

7.3 Additionally, Successful Bidder shall have to submit to the following, if required:

a. All the documents related to purchase of major components of the Project.

b. All documents, premium receipts related to insurance of components of Projects.

8. WARRANTY

(i) The Warranty period shall be five (5) years for complete system from the date of commissioning and handing over of the system (or as per latest MNRE, GoI

guidelines). The contractor shall rectify defects developed in the system within Warranty period promptly. **The procedure to rectify the complaint/service to be provided during warrantee period** is as follows :

During the warrantee period, the firm shall ensure proper functioning of the systems and complaint, if any, forwarded to the supplier against the system, will have to be attended within 7 days of forwarding such complaints and submit the satisfactory functioning report duly signed by User & verified by PO of the district. The procedure to rectify the complaints shall be as under:

- a) The notice through E-mail/hard copy to rectify the complaints shall be issued by the User / district officer/ HQ to the supplier with copy to the HAREDA. This shall be followed by two reminders on 3 days intervals each (through e-mail only). The district office shall maintain proper record of the complaints.
 - b) Even after this, the complaints remain unattended the penalty @ Rs.100 per day per system will be imposed from the expiry of 13 days & same will be deducted from the payment due to the supplier / out of the Performance Security Deposit/ bank Guarantee. The firm if failed to repair/ replace the defective system within next 10 days after expiry of the earlier specified 13 days of forwarding of the complaint then concerned ADC-cum-CPO shall forward the case to the Director, HAREDA along with estimated expenditure for the replacement/ repair. Director, HAREDA may consider repairing / replacing such defective system on the cost of the supplier. **This repair/ replacement will be got from the payment due to the supplier and if required, it will be got by revoking the PSD. If the value of the penalty amount or cost incurred on rectification of the system or the cumulative amount of penalty & expenditure cost of rectification, which ever the earlier, across 25% of the value of the PSD of the respective work order value, the firm shall deemed to be considered as unfit to participate in all the tenders floated by HAREDA in future for a period of one year effective from the date of communication to be conveyed by HAREDA in written and shall be treated as unsatisfactory performer.**
 - c) If the whole PSD/ bank guarantee is utilized and the complaints are still pending then an online/registered notice will be sent to the firm to attend the complaint within 15 days.
 - d) If the firm still does not attend the complaint within the above mentioned period then the firm may be blacklisted and a legal proceeding may be initiated against the firm for Breach the agreement.
- (ii) The supplier shall affirm as per standards for quality that anything to be furnished shall be new, free from all defects and faults in material, workmanship and manufacture, shall be of the highest grade and consistent with established and generally accepted standards for material of the type ordered, shall be in full conformity with the specifications, drawing or samples, if any and shall if

operable, operate properly.

- (iii) Performance of Equipment: In addition to the warranty as already provided, the supplier shall guarantee satisfactory performance of the equipment and shall be responsible for the period or up to the date specified in sub-clause (iii) hereof after the equipment has been accepted by the HAREDA to the extent for any defects that may develop such defects shall be removed at his own cost when called upon to do so by the HAREDA.
- (iv) HAREDA/the consignee will have the liberty to get the sample for the item(s) supplied tested from any of the Govt. approved lab. at any time during the installation or warranty period to ascertain the performance of the item(s) as per DNIT specifications. The cost of testing will be borne by the supplier. If during the lab test, sample fails then supplier has to repair/ replace the defective systems within 15 days of issue of such notice. If on the request of the supplier more than one samples are drawn for lab test and any one of them fail the lab test, bidder has to replace all the defective system at his own cost.
- (v) The Contractor in consultation with concerned Project Officer will conduct training programme for users, focusing on main features, operation and maintenance of the systems. After successful supply/commissioning of the system and training, the system will be handed over to the person designated by the end user.
- (vi) The Contractor/supplier shall continue to provide spare parts for at least two years after the expiry of warranty period at the users cost. If the contractor fails to continue to supply spare parts and services to users then HAREDA shall take appropriate action against the firm which can be to ban the supplier for participating in future tenders of the HAREDA.
- (vii) In case the contractor is awarded order, then it will be mandatory to establish at least one service outlet in Haryana. The supplier will convey name & address of the outlet along with name of contact person, his/ her address, mobile number & e-mail address within 90 days of placing of the work order to the Director, HAREDA. The name & address of the service outlet and contact number will be displayed on the web portal of HAREDA www.hareda.gov.in.
- (viii) Service Centers: Each eligible contractor will have to set up at least one service centre in Haryana preferably in the district of their operation, where a skilled technician and readily available spare parts will be made available during the entire period of Warranty/ Guarantee.
- (ix) Suryamitra: There is a Programme under MNRE to provide training to ITI Certificate and Diploma holders on operation and maintenance of SPV devices and systems and it is called “Suryamitra Skill Development Programme”. The successful contractor(s) will preferably have to engage them in their service centers. They may be engaged by the contractor to provide necessary repairs and maintenance service including installation of the systems during the time of execution.

9. RIGHT TO USE DEFECTIVE EQUIPMENT

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such equipment until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

10. STANDARDS

The Goods supplied under this contract shall conform to the standards mentioned in the technical specifications and other sections of DNIT and when no applicable standard is mentioned then to the latest authoritative standard issued by the concerned institution appropriate to the goods, country of origin, MNRE as applicable.

11. SUSPENSION:

HAREDA may by a written notice of suspension to the Firm, suspend all payments to the Firm under the contract, if the Firm fails to perform any of its obligations under this contract provided that such notice of suspension:

- i. Shall specify the nature of the failure.
- ii. Shall request the bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the bidder.

12. COMPLIANCE TO REGULATIONS AND BYE LAWS

The contractor shall conform to the provisions of any statute relating to his workers and the work and regulations and bye-laws of any local authority and or any Central/State Deptt. or undertaking in whose jurisdiction the work connected .

13. COMPENSATION UNDER WORKMEN'S COMPENSATION ACT

The contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923) or any other act applicable hereinafter called the said Act for injuries caused to the workmen. The contractor shall be responsible to take a policy with an Insurance Company to cover all his workers against injuries fatal/non-fatal during course of duty against Workmen's Compensation Act.

14. SAFETY MEASURES:

a) The contractor shall take necessary precautions for safety of the workers and preserving their health while working in such jobs, which require special protection and precautions. The following are some of the measures listed but they are not exhaustive and contractor shall add to and augment these precautions on his own initiative where necessary and shall comply.

b) Supply work men with proper belts, ropes etc., when working in precarious slopes etc.

- c) Avoiding naked electrical wire etc., as they would electrocute the works.
- d) Taking necessary steps towards training the workers concerned on the machinery before they are allowed to handle them independently and taking all necessary precautions in around the areas where machines hoists and similar units are working.

15. TAXES AND DUTIES

Supplier shall be entirely responsible for all taxes, duties licence fees etc. incurred until delivery and commissioning of the contracted goods to the purchaser.

All taxes payable as per Government Income tax & service tax norms will be payable by the bidder. TDS will be deducted from the payment of the Bidder as per the prevalent Laws and rules of Government of India and the State Government.

16. INCOME/ CORPORATE TAXES IN INDIA

- 16.1 The supplier shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the supplier shall include all such taxes in the contract price.
- 16.2 Wherever the laws and regulations require deduction of such taxes at the source of payment, the purchaser shall effect such deductions from the payments due to the supplier. The remittance of amounts so deduction and issuance of certificate for such deductions shall be made by the purchaser as per the laws and regulations in force. Nothing in the contract shall relieve the supplier from his responsibility to pay any tax that may be levied in India on income and profits made by the supplier in respect of this contract.
- 16.3 The suppliers staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable/ in force, and the supplier shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

17. COMPLETENESS

The execution of the project is on turnkey basis and the contractor shall be responsible for providing all the necessary civil works, equipments, materials which is not indicated in the DNIT but required and essential for completeness and successful testing & commissioning of the project within the contract price.

18. PRICE FALL CLAUSE

- (i) The prices charged for the stores supplied under the Contract by the Contractor shall in no event exceed the lowest price at which the Contractor sells the Stores or offer to sell stores of identical description to any Department of the Central Government or any Department of a State Government or any statutory undertaking of the Central or a State Government, as the case may be, during the period till all Orders placed during the currency of Contract is completed.

If at any time during the said period, the Contractor reduces the Sale price, sells or offers to sell such stores irrespective of quantity to any person(s)/organization(s)

including the Purchaser or any Statutory Undertaking of the Central or a State Government, as the case may be, at a price lower than the price chargeable under this Contract, he shall forthwith notify such reduction or Sale or offer of Sale to the Director, New & Renewable Energy Department, Haryana/HAREDA and the price payable under the Contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced. The above stipulation will, however, not apply to:

- (a) Export/deemed Export by the Contractor
- (b) Sale/ normal replacement.

- (ii) The Contractor shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Contract.

“I/We certify that there has been no reduction in sale price of the Stores of Description identical to the Stores supplied to the Government under the contract herein and such Stores have not been offered/sold by me/us to any person(s)/organization(s) including the purchaser or any Department of Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government as the case may be up to the date of the bill of supplies against all orders placed during the currency of the Contract at a price lower than the price charged to the Government under the Contract except for quantity of Stores as mentioned at para (ii) above.

19. GRAFTS AND COMMISSIONS ETC.

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Owner, shall in addition to any criminal liability with it may incur subject the Contractor to the cancellation of this and all other Contracts and also to payment of any loss or damage to the Owner resulting from any cancellation. The owner shall then be entitled to deduct the amount so payable from any monies otherwise due to Contractor under the Contract.

20. TERMINATION FOR INSOLVENCY

HAREDA may at any time terminate the contract by giving written notice to the contractor/ bidder without compensation to the contractor/ bidder, if it becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the HAREDA.

21. TERMINATION FOR CONVENIENCE

The HAREDA, may by written notice sent to the contractor/ bidder, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the purchaser's convenience in the interest of Public/ Government.

22. NOTICE:

22.1. Any notice given by one party to the other pursuant to the contract shall be sent in writing or by Email and confirmed in writing to the address specified for that purpose in the special condition of contract.

22.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

23. RIGHT TO CLAIM/ RECOVER DAMAGES

The supplier will keep the premises of the beneficiary clean during store, installation and commissioning of the system / plant. If there is any damage due to mishandling / bad workmanship, the amount equivalent to damage will be recovered from the supplier. However, if any such complaint regarding damage is received from the beneficiary, the same will first be forwarded to the supplier for rederssal/ rectification.

24. ARBITRATION:

If any question, dispute or difference what so ever shall arises between HAREDA and the contractor, in the connection with this agreement except as to matters, the decisions for which have been specifically provided, either party may forthwith give to the other notice in writing of existence of such question, dispute or difference and the same shall be referred to the sole arbitration of the Principal Secretary, Govt. Haryana, Renewable Energy Department or a person nominated by him/her. This reference shall be governed by the Indian Arbitration Act, and the rules made there under. The award in such arbitration shall be final and binding on both the parties. Work under the agreement shall be continuing during the arbitration proceedings unless the HAREDA or the arbitrator directs otherwise.

25. JURISDICTION FOR SETTLING DISPUTES:

Where a contractor has not agreed to Sole Arbitration Clause of the Conditions of the Contract, Governing contracts the dispute/claims arising out of the contract entered into with him will be subject to the jurisdiction of Civil Court Panchkula.

SECTION- V

ADDITIONAL CONDITIONS OF CONTRACT

ADDITIONAL CONDITIONS OF CONTRACT

1. Correction of arithmetical errors

Provided that a financial bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its EMD shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- (vii) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not **generally exceed fifty percent** of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.
- (viii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

3. Compliance with the Code of integrity and No Conflict of interest

Any person participating in a procurement process shall –

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

- a. have controlling partners/ shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative for purposes of the Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder in more than one Bid; or

- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring entity as engineer-in-charge consultant for the contract.

Signature of authorised
Signatory with seal

SECTION – VI

TECHNICAL SPECIFICATIONS FOR THE SOLAR SYSTEM/ PLANT

Annexure-I

**Detailed technical specifications & technical parameters of the offered
system/ project (to be incorporated)**

Note: The Technical Specifications will be as per MNRE /or duly approved by
the competent authority (Administrative Secretary of the Department).

SECTION – VII

SAMPLE FORMS

FORMAT FOR PERFORMANCE BANK GUARANTTEE

(To be stamped in accordance with Stamp Act if any, of the Country of the Issuing Bank)

Bank Guarantee No. :Date.....

To (Name of the Purchaser)

Whereas (Name of the Purchaser) hereinafter called "The supplier" has undertaken, in pursuance of contract no..... dated 20..... to supply

..... (Description of Goods and Services) hereinafter called "the contract".

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Supplier's performance obligations under the contract for Operation, Maintenance and Repairs of the entire system including cost of spares for a period of 5 years from the date of issue of acceptance certificate by the purchaser.

AND WHEREAS we have agreed to give the Supplier a Guarantee

THEREFORE WE hereby affirm that we are Guarantors and responsible to you on behalf of the Supplier, up to a total of Rs..... (Amount of guarantee in words and figures) being 10% of the total cost of contract value and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limit of Rs..... (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until..... day of.....20.....

Signature and Seal of Guarantors

.....

.....

Date.....20.....

Note:

1. SUPPLIER SHOULD ENSURE THAT SEAL AND CODE No. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.

PERFORMA OF EXTENSION OF PERFORMANCE BANK GUARANTTEE

Ref... Date:

To

The Director, HAREDA

Dear Sir/Madam,

Sub : Extension of Bank Guarantee No..... for Rs. favouring yourselves, expiring on on account of M/s.....in respect of Contract No..... dated (hereinafter called original Bank Guarantee).

At the request of M/s, We Bank, branch office at and having its Head Office atdo hereby extend our liability under the above mentioned Guarantee No. dated for a further period of Years/Months fromto expire on except as provided above, all other terms and conditions of the original Bank Guarantee No. dated shall remain unaltered and binding.

Please treat this as an integral part of the original Bank Guarantee to which it would be attached.

Yours faithfully,

For

Manager

Power of Attorney No.

Dated

SEAL OF BANK

- **NOTE:** The non-judicial stamp paper of appropriate value shall be purchased in the name of the bank who has issued the Bank Guarantee.

FORMAT OF JOINT COMMISSIONING REPORT (JCR)

Name of System				
Work order no. & date				
Quantity (nos./Capacity)				
Date of Installation				
Place of installation				
<u>Supplier :</u> Name				
Contact Number				
E-mail				
<u>*Beneficiary:</u> Name				
Contact person				
Address				
Contact number				
E-mail				
Certified that..... (System/ project) in reference to work order no. Dated..... and further pre-dispatch inspection carried out on Dated:..... has been installed and commissioned at the place mentioned and taken over the system by beneficiary in good working condition: The details of material supplied and installed are as under :				
S.No.	Item/ component	Make/ size	Quantity	Serial number

Signature of Beneficiary

Name:

Signature of Supplier

Name:

Counter Signature

ADC-cum-CPO.....

Signature of PO/APO

Name:

NOTE: If required, additional sheet may be used.

* List of beneficiaries along with beneficiary wise details of material may be attached.

Certificate from Project Officer/ Asstt. Project Officer

Following are certified in reference to work order no..... dated.....for supply,
Installation & commissioning ofsystem, installed by the supplier
M/s.....

1. The material supplied is as per pre-despatch inspection clearance of the approved team of the HAREDA.
2. The plant/ system has been installed & commissioned in good condition as per technical specification of tender document and Rate Contract.
3. The work has been completed on dated: {With in stipulated period / with a delay of days}.
4. Instruction Manual and Guarantee Card have been provided to beneficiaries.
5. The Supplier has provided basic training to the beneficiaries for day to day care & maintenance of the system/ plant.
6. The name, complete address, contact person and contact number along with e-mail address of the supplier has been provided to the beneficiaries.
7. The performance of the System/ Plant for 1 month period has been checked and found as per requirement.

Signature of the beneficiary

Signature of Project Officer/
Asstt. Project Officer,
With seal

**HANDING OVER CERTIFICATE & WARRANTY CARD
(TO BE PROVIDED TO EACH BENEFICIARY)
{Sample for off-grid power plant}.**

It is hereby certified that following system with following details has been commissioned & handed over to the user in satisfactory working condition. It is further certified that the system has been covered with five years warranty as per the terms & conditions of the contract.

Sl. No.	Items	Details
1	Name of system	
2	Work Order No. & date	
3	Name of Beneficiary (with mobile number)	
4	District	
5	Block/ Tehsil Gram Panchayat/ Town	
6	Exact location on installation (land mark	
7	Date of installation	
8	Warrantee expire on	
9	Name & Address of the Manufacturer / supplier of the system : Contact Number: e-mail:	
10	SPV Modules installed	
	Sr. No.	
	Make	
	Model	
11	Battery	
	Sr. No.	
	Make	
	Model	
12.	Power Conditioning Unit	
	Sr. No.	
	Make	
	Model	
13	Training for operation & maintenance of the system	Provided/not provided
14	Technical literature, operation & maintenance manual in English/ Hindi	Provided/not provided

(In case of complaint dial numberor e-mail for complaint lodging)

(Signature)
Authorised signatory of
Contractor (with seal)

(Signature)
Name of beneficiary

(Signature)
Project Officer/ Asstt. Project Officer
(with seal)

(Project Officer will obtain 01 copy, one copy to be sent to H.Q. and one will be with user)

SECTION VIII

ONLINE BID SUBMISSION

PERFORMA-I

PART-I

TECHNICAL BID (PROPOSAL EVALUATION)

Check list for evaluation

(A)- Information regarding tender fee, EMD, e-proc. charges

S.No.	Details required	Proof Attachment at online bid and amount in Rs.	Page No. online bid submitted
1.	Tender Document Fee		
2.	eService fee		
3.	Earned Money Deposit (EMD)		
4.	Category of Bidder (General/ Manufacturing Small Enterprises (including Khadi & Village Industries)/ Manufacturing Micro Enterprises (including Khadi & Village Industries)		

(B)- Technical Bid Requirements:

S.No.	Details required;	Details of Attachment	Page No. online bid submitted
1.	The Bidder should be either a body incorporated in India under the Companies Act, 1956 or Company Act 2013 including any amendment thereto and engaged in the business of Solar Power. A copy of certificate of incorporation should be furnished along with the bid in support of above.		
2.	Whether , the bidder is any one of the following : (please √ the correct) : (i) Manufacturing Small Enterprises (including Khadi & Village Industries) or (ii) Manufacturing Micro Enterprises (including Khadi & Village Industries) A copy of certificate of registration issued by Industry Department Haryana should be furnished along with the bid in support of above.		
3.	Bidder should be a registered manufacturer of at least one major component to be deployed in the system/project Furnish the certificate/ document, issued by competent Govt. authority, in support of above.		

S.No.	Details required;	Details of Attachment	Page No. online bid submitted
4.	<p>a) Proposed minimum quantity/ capacity quoted by the Bidder</p> <p>b) Estimated value (calculation as per bid document) of the offered quantity/ capacity by the bidder.</p> <p>c) Monthly established capacity of the bidder for supply, installation & commissioning of the system/ plant (In nos/ Kwp/LPD)</p> <p>d) Place & State of billing</p> <p>Furnish information in the FORMAT- IV.</p>		
5.	<p>The bidder should have minimum average annual turnover 30 % of the total estimated value in the last three years, ending on 31st March of the previous Financial Year.</p> <p>(Latest annual report (Balance Sheet and Profit & Loss Account) of last three years, ending 31st March of previous Financial Year is mandatory).</p> <p>Following benefits/concessions (in turnover) to the Haryana based Micro & Small Scale Enterprises & Khadi & Village Industry if participating directly not through intermediaries, shall be given as per GO No. 2/2/2010-4IB-II dated 24.3.2015:</p> <p>(A) For Manufacturing Small Enterprises (including Khadi & Village Industries) that have filed entrepreneurs memoranda in Haryana, the overall average annual turnover of the bidder in the last three financial years ending on 31st March of the previous year should be at least 15% of the tendered value.</p> <p>(B) For Manufacturing Micro Enterprises (including Khadi & Village Industries) that have filed entrepreneurs' memoranda in Haryana, the overall average annual turnover of the bidder in the last three financial years ending on 31st March of the previous year should be at least 7.5% of the tendered value.</p> <p>Furnish information in the FORMAT- V</p>		

S.No.	Details required;	Details of Attachment	Page No. online bid submitted
6.	<p>The bidder should be a profit making company and should have positive net worth in the last three years, ending 31st March of the previous Financial Year.</p> <p>Furnish information in the FORMAT-VI.</p>		
7.	<p>Experience and Past Performance of having successfully completed similar purchase during last three years ending 31st March of the previous Financial year, to any State / Centre Govt Agency / department/ organization/ autonomous body , to be either of the following:-</p> <p>(i) Three similar & relevant works/ contracts costing not less than the amount equal to 40% of the estimated value of minimum quantity/ capacity quoted by the bidder.</p> <p style="text-align: center;">OR</p> <p>(ii) Two similar & relevant works/ contracts costing not less than the amount equal to 50% of the estimated value of minimum quantity/ capacity quoted by the bidder.</p> <p style="text-align: center;">OR</p> <p>(iii) One similar & relevant work / contract costing not less than the amount equal to 80% of the estimated value of minimum quantity/ capacity quoted by the bidder.</p> <p style="text-align: center;">➤ Please tick (√) the applicable as above and furnish the information in the FORMAT-VII.</p>		
8.	<p>The bidder should have valid CST/State VAT/TIN registration certificate. Registration document (s) to be provided by the bidder where it is presently operational/Company is registered.</p> <p>A. Copy to be furnished in support</p> <p>B. Tax clearance certificate by the authority concerned.</p>		
9.	<p>The Bidder should have valid Service Tax Registration Certificate.</p> <p>A copy of which should be enclosed.</p>		
10.	<p>If awarded contract, bidder will need to establish at least one Service Centre in the state of Haryana before supply. Till then, an undertaking to be given by the bidder.</p> <p>Furnish information in the FORMAT-VIII.</p>		

S.No.	Details required;	Details of Attachment	Page No. online bid submitted
11.	<p>Bidder should have not been debarred/blacklisted by any Govt. Deptt's / organization/ PSU's / institutions/ agencies/ autonomous Organizations. If any bidder provides false information regarding debarred / blacklisted or conceals the facts in this regard, Nodal agency reserves the right to forfeit both EMD & Performance Bank Guarantee of the bidder.</p> <p>Furnish information in the FORMAT- IX(A) & IX (B)</p>		
12.	<p>Bidder should have valid test report of the following system/ component/s in the name /or the manufacturer of the product (in case tie up certificate of original manufacturer) issued by the MNRE accredited / approved laboratories test centre/ laboratory (to be attached with the bid document) on or after (date) :</p> <p>a) b) c)</p> <p>Furnish the information along with valid test report/s & tie up certificate/s in FORMAT-X(A) & X(B)</p>		
13.	<p>Duly signed Bid Documents (on Each and every page in confirmation of acceptance of Terms and Condition of Bid)</p>		
14.	<p>Authorization Certificate by the bidder for signing the bid documents on behalf of the company on letter head of the company.</p> <p>Attach authority letter.</p>		
15.	<p>Others (if any)</p>		

Note:-

1. The information in the above table should be filled properly.
2. If any document submitted in support of above parameters found false, the tender will be disqualified and EMD and security Deposit shall be forfeited and bidder shall be blacklisted.
3. Cutting should be verified by the signature with seal on every attempt and overwriting not allowed.

**Signature of authorised signatory
With seal**

BID FORM

(To be submitted on letter head of Bidder)

Reference No:

Date:

Place:

To

The Director,
Haryana Renewable Energy Development Agency,
Panchkula (Haryana),

Subject: **Design, manufacture, supply, installation, testing and commissioning including warranty, maintenance for 5 years for (Name of system) in the Haryana.**

Madam/ Sir,

1. We have read and examined the tender documents relating to the subject cited works (hereinafter referred to as “Works”) as issued by you:
2. Having examined the Tender Documents and being duly authorized we, hereby, bid for the execution, and completion of the Works referred to in the Tender Documents upon the terms and conditions contained or referred to therein and in accordance to all respects with the specifications and other details given therein.
3. ‘PURCHASER’ and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this Bid, and to seek clarifications from our bankers and employers regarding any financial and technical aspects. This Bid shall also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information to provide such information deemed necessary and as requested by you to verify statements and information provided in this application, such as the resources, experience, and competence of the Bidder.
4. We agree to keep this Bid open for acceptance for 120 days from the date of opening of Financial Bid, or such other extended period as may be required by you and also agree not to make any modifications in its terms and conditions of our own accord.
5. We agree if we fail to keep the validity of Bid open, as aforesaid, or we make any modification in the terms and conditions of our Bid of our own accord or after the acceptance of our Bid if we fail to execute an Agreement as prescribed in the Tender Documents or commence the execution of the works as provided in the Tender

Documents, we shall become liable for forfeiture of the Earnest Money Deposit. In such an event you shall, without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money Deposit absolutely and take other actions as per terms & conditions of the contract.

6. We certify that the Bid submitted by us is strictly in accordance with the terms, conditions, specifications etc. as contained in the Tender Documents, and it is further certified that it does not contain any deviations to the aforesaid documents.
7. The bid is made with the full understanding that:-
 - a) Bids by qualified bidders will be subject to verification of all information submitted for qualification at the time of bidding
 - b) PURCHASER reserves the right to:
 - (i) Amend the scope and value of any work bid under this tender.
 - (ii) Reject or accept any application, cancel the tender process and reject all bidders by giving a written notice.
9. PURCHASER shall not be liable for any actions taken under (b) i and ii above.
10. We undertake, if our bid is accepted, and on receipt of the work order to commence the works and to complete and deliver the whole of works comprised in the contract within the period stated and in compliance with the tender documents.
11. If our bid is accepted, we will furnish Performance Security Deposit as per terms & conditions mentioned in DNIT.
12. We understand that you are not bound to accept the lowest or any bid you may receive.
13. The solar system and components thereof to be used in the projects under this tender will be manufactured in India.
14. We are capable of executing and completing the work as required in the tender.
15. We accept all risks and responsibilities directly or indirectly connected with the performance of the tender.
16. We have no collusion with other Bidder, any employee of HAREDA or with any other person or firm in the preparation of the bid.
17. We have not been influenced by any statement or promises of HAREDA or any of its employees, but only by the tender document.
18. We are financially solvent and sound to execute the work.
19. We have sufficient experience and competent to perform the contract to the satisfaction of HAREDA.
20. We are familiar with all general and special laws, acts, ordinances, rules and

regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.

21. Our company has never been debarred from similar type of work by HAREDA and or any of the Government undertaking/ Department.
22. We assure to execute the tendered work as per specifications, terms and conditions of the contract. If awarded to us.
23. The undersigned declare that the statements made and the information provided in the Bid including the completed applications and formats are complete, true, and correct in all aspects.

We have gone through carefully all the Bid conditions and solemnly declare that we will abide by any penal action such as disqualification or black listing or termination of contract or any other action deemed fit, taken by, the Department against us, if it is found that the statements, documents, certificates produced by us are false / fabricated.

Date of Submission:

(Signature of the Bidder)
(Seal)

FORMAT-I(B)

**DECLARATION BY THE BIDDER REGARDING QUALIFICATIONS
DECLARATION BY THE BIDDER**

In relation to my/our Bid submitted to Haryana Renewable Energy Development Agency for procurement of ON RATE CONTRACT .in response to their Notice Inviting Bids No.....Dated....., I/we hereby declare that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

**SIGNATURE OF AUTHORISED
SIGNATORY WITH SEAL**

Date:

Name:

Designation:

Address:

FORMAT-II (A)

BRIEF DETAILS OF THE BIDDER:

The brief details of the bidder should be filled in by the bidder as under:

S.No.	Particulars required:	Detailed :
1.	Name of Bidder firm:	
2.	Postal Address	
3.	Telephone, Telex, Fax No	
4.	E-mail	
5.	Web site	
6.	Name & designation of the authorized signatory to whom reference shall be made	
7.	Registration Number :	
8.	Date of Registration :	
9.	Registered Address with Tel. Number :	
10.	Address of Manufacturing unit with Tel. Number :	
11.	Present activities/business of the firm i. Module Manufacturer ii. Battery Manufacturer iii. PCU manufacturer iv) BIS Flat Plate Collector manufacturer v) Solar PV Cell manufacturer vi) Pump manufacturer vii) Pump charge Controller manufacturer viii) Inverter Manufacture ix) Any other	

12.	Details of Product(s) to be deployed in the offered system/ plant being manufactured at their own:	
S.No.	Particulars required:	Detailed :
13.	Details of Product(s) being Outsourced (to be tied up)	
14.	Name of Directors of Company (at least Two directors with email IDs & contact Numbers):	(1) (2)
15.	Sales Tax/Vat Registration Number “	
16.	Year from which firm is in business in New & Renewable Energy Technology :	
17.	Major Area (Name of States) of working remained till date :	
18.	Technical Officers/Engineers and other officers/officials are working in the company : (attach name and qualification of each person to be deployed in execution of work)	(1)Technical Persons (Nos.)....., (2)Other officers/officials (Nos.....,
19.	Have the contractor/firm to pay arrears of income tax? If yes up to what amount?	
20.	Have the contractor/firm ever been debarred by any Govt. Deptt. / Undertaking for undertaking any work?	
21.	Name of firms with whom tie-up has been made	a. With..... for..... b. With..... for..... c. With..... for.....
22.	Type of organization - Private Ltd. Company - Public Ltd. Company - Other category	

S.No.	Particulars required:	Detailed :
23.	Registration number TIN No PAN No Any other	
24.	Banker Details of the Bidder for RTGS / Direct Transfer of payments, if any 1- Name of firm 2- Bank Account Number 3- IFSC Code 4- Name of Bank 5- Bank address	
25.	Name of the any close/near relative working in Renewable Energy Department, Haryana or HAREDA	Name Designation Place of Posting Relationship
26.	Any other information	

Date

(Signature of Bidder)
With Seal

GUARANTTED TECHNICAL PARAMETERS

(Sample for Off-Grid power plant)

	Description	To be furnished by the Tenderer
A.	Solar PV Module	
	Type of Module	
	Make	
	Availability of RFID tag	
	Max power at STC Pmax (W)	
	Max power voltage Vmp(V)	
	Max power current Imp(A)	
	Open circuit voltage Voc (V)	
	Short circuit current Isc (A)	
	Load current at 16.4 Volt Iload	
	Conversion Efficiency	
	No of cells per module	
	bypass diodes	
	Solar module frame material	
	Module Dimension	
	Module Weight	
	Fill factor	
B	Battery	
	Make	
	Type	
	Capacity of Battery	
	Self Discharge	
	DOD	
	Design Cycle Life of battery	
	Charge efficiency	
	Size & Weight of Battery	

	Description	To be furnished by the Tenderer
C.	Electronics	
	Make	
	Charger Type	
	PV Charging Efficiency	
	Idle current consumption	
	Operating voltage	
	Temperature compensated set points	
	Details of Indicators provided	
	Details of Protections provided	
	Battery Over charge set value	
	Deep discharge set value	
	Short Circuit	
	Open Circuit	
	Reverse polarity	
	Blocking Diode	
	Others	
D.	Module Mounting frame	
	Material used	
	Whether Protection against corrosion	
	Angle of inclination to horizontal	
E.	Battery housing	
	Material	
	Dimension	
	Whether Protection against corrosion Provided	
	Air vent and locking arrangement	
F.	Connecting cables / wire	
'	Material and size	
'	Details of Switches (Nos.)	
G.	Other (if any)	

(Signature of Bidder with seal)

STRUCTURE AND ORGANIZATION INFORMATION

1. The Bidder is
 - a) a proprietary firm
 - b) a firm in member ship
 - c) a Limited Company or Corporation / Government undertaking
 - d) a Manufacturing Haryana based Small Enterprise
 - e) a Manufacturing Haryana based Micro Enterprise
 - f) a Central/ State PSU
 - g) Any other (please specify)

2. For how many years has your Organization been in business of similar & relevant work under its present name?

3. Were you ever required to suspend construction for a period of more than six months continuously after you started? If so, give the name of project(s) and reasons thereof.

4. Have you ever left the work awarded to you incomplete? (If so, give name of project and reasons for not completing work.)

5. Attach an Organization Chart showing the structure of the company/association, including the names of the Directors and position of officers.

Signature with seal
of bidder

BID CAPACITY INFORMATION

(To be submitted on letter head of Bidder)

Reference No:

Date:

Place:

To

The Director,
Haryana Renewable Energy Development Agency,
Panchkula (Haryana),

Subject: **Rate Contract for design, manufacture, supply, installation, testing and commissioning including warranty, maintenance for 5 years for (Name of system) in the Haryana.**

Sir/ Madam,

We hereby submit the following information w.r.t. to our offer for the rate contract for design, manufacture, supply, installation, testing and commissioning including warranty, maintenance for 5 years for (Name of system) in the Haryana:

S.No.	Particulars required:	Detailed :
1.	Proposed minimum quantity/ capacity quoted in the bid (In nos/ Kwp/LPD)	
2.	Total Estimated value (calculation as per bid document) of the offered quantity/ capacity in the bid (Rs. In Lakhs)	
3.	Monthly established capacity for supply, installation & commissioning of the system/ plant (In nos/ Kwp/LPD)	
4.	Place & State of billing	

We solemnly declare that we will abide by any penal action such as disqualification or black listing or termination of contract or any other action deemed fit, taken by, the Nodal agency against us, if it is found that the statements, documents, certificates produced by us are false / fabricated.

(Signature of the Bidder)

(Seal)

FORMAT- V

Information in support of meeting essential eligibility conditions regarding average annual turnover of the bidder in last three financial year ending on 31st _____ march,

(Refer Clause of Section.....)

Name of Bidder:					
Annual turnover data for last three years ending on 31 st March			Refer page no..... to of the bid	(Rs. in Crores)	
S.No.	Year	Turnover (Rs. in Crores)		Profit	Loss
1	2	3	4	5	6
1.					
2.					
3.					
4.	Sub-Total (1+2+3)				
Average turnover in last three years ending on 31 st March ...				-	-

Signature with seal of bidder

Signature with seal of
Chartered Accountant

Name:

M.No.

Note:

1. Bidder must complete the information in this form.
2. *The information provided shall be certified by **Chartered Accountant and supported by Audited Balance Sheets**. Page marking of supported documents to be done & mentioned in column 4.*

NET WORTH (FINANCIAL CAPABILITY)

(Refer Clause of Section.....)

Name of bidder

Financial information in Rs. Lakhs	Actual: Previous three financial years (Rs. In Lakhs)		
	Year.....	Year.....	Year.....
Total assets			
Current assets			
Total liabilities			
Current liabilities			
Profits before taxes			
Profits after taxes			
Net worth (Paid up share capital + reserves & surplus)			
Average Net worth for last Three Years			

Signature with seal of bidder

Signature with seal of
Chartered Accountant
Name:
M.No.

1. Bidder must fill in the form.
2. Copies of the Audited Financial Statements, including Balance Sheets (stating that the above statement is true – signature of Chartered Accountant), for the last three years along with certified copy of Income Tax return submitted in the Income Tax Office are to be attached. Firms owned by individuals or member ships may submit their balance sheets certified by a Chartered Accountant, along with certified copy of income tax return.
3. The statement of Net Worth is to be certified by a Chartered Accountant.
4. Attach certificate from a Chartered Accountant that the bidder not suffered losses for any reasons whatsoever in last 3 years.

FORMAT-VII

**INFORMATION IN SUPPORT TO ELIGIBILITY CRITERIA FOR EXPERIENCE –
SOLAR SYSTEMS/ PROJECTS COMMISSIONED IN LAST THREE YEARS
ENDING ON 31ST MARCH.....**

(Refer Clause of Section.....)

Name of Bidder
Quantity/ capacity offered by the bidder: (nos./ capacity in Kwp/ LPD) (name of the system/ project)
Estimated value of the quoted quantity/ capacity: Rs..... (in Lakhs) (as per bid document)

S.No	Name of Customer	Work order no. & date	Name of system & no. of systems ordered	Work order value (Rs in Lakhs)	Value of Work done	No. of systems commissioned & date of commissioning	Copy of Work Completion Certificate along with satisfactory report of the customer at Page No..... to..... of the bid.

Signature with
seal of bidder

Note:

Bidder must attach copies of work order, work completion report and satisfactory performance. Work orders may be got verified by the HAREDA, if required.

FORMAT-VIII

DETAILS OF AFTER SALE SERVICE CENTRES IN HARYANA

(i) Details of existing after sale service centre/s

S. No.	Name of Dealer/centre	Village	Tehsil	District	Name of contact Person & Phone Number

SIGNATURE & SEAL OF TENDERER

(ii) Details of proposed after sale service centre/s

S.No.	Name of Dealer/centre	Village	Tehsil	District

- Note: 1. Final details can be given later on.
2. This is for information purpose only.

**SIGNATURE & SEAL
OF TENDERER**

FORMAT-IX (A)

PERFORMA OF DECLARATION

(Refer Clause of Section.....)

(To be submitted by the bidder along with his Bid)

Ref no.

Date:

To

The Director,
HAREDA, Panchkula (Haryana).

Dear Sir/ Madam,

I, _____ authorized representative of
M/s _____ do hereby solemnly declare that our firm
M/s _____ has never been blacklisted by any State Government / Central
Government or any Agency and that we shall be liable for consequence of wrong declaration.

Signature along with Seal of Co.

.....

(Duly authorized to sign the tender
on behalf of the Contractor)

Name

Designation.....

Name of Co.

(in Block Letters)

FORMAT-IX (B)

LITIGATION HISTORY

Name of bidder

Year	Award for or Against bidder	Name of client	Cause of litigation and matter of dispute	Disputed amount (Current value in Rs.)	Actual awarded Amount (In Rs.)

- Bidders should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.*

Signature with seal
of bidder

FORMAT-X(B)

MANUFACTURERS' AUTHORIZATION –CUM-TIE UP FORM

(Refer Clause of Section.....)

No..... Date.....

Tender No.....

To

The Director,
HAREDA, Panchkula (Haryana)

Sir/ Madam,

Wewho are established and reputable manufacturer of _____ (name & descriptions of goods / components offered) having factory at (address of factory) do hereby authorize M/s _____ (Name and address of Bidder) to submit a bid, and offer the following goods/ components manufactured by us against the above Tender:

S.no.	Name of component	Capacity	Make
-------	-------------------	----------	------

1.

We hereby extend our full guarantee and warranty for the goods and services offered for supply by the above firm against supply, installation, testing and commissioning including warranty, maintenance for 5 years for ----- (name of system) in the State of Haryana.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: i) This letter of authorization should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Bidder in its technical bid. (Copy of Power of attorney enclosed with this undertaking)

ii) This letter of authorization to be issued separately by each manufacturer of different items to be supplied by the bidder.

PART-II

PERFORMA-II(A)

FINANCIAL BID

Bidder shall quote rates / costs in the format given below for Design, supply, erection/ installation, commissioning & maintenance of ----- (system/ plant) as per guidelines and specifications/standards specified in the DNIT complete with all accessories, auxiliaries and components F.O.R. site including installation, commissioning and FIVE YEARS warranty.

S.NO.	Description of System	Total Unit rate per system inclusive warranty for 5 Years along with all Taxes & duties etc. (Rs.)	*VAT per Unit (In Rs.)	Total Qty/ capacity Of work offered by the bidder (in Nos./ LPD/Kwp)

* Mandatory, if billing from Haryana.

Signature of the Tenderer/
Authorised Signatory.

Note: This information should be filled on-line only on e-procurement site as per procedure.

- **In case of Solar Water Heating System, rates with 15 years warranty of the Flat Plate Collector and in case of Solar PV Systems, rate with 25 years warranty of Solar PV Module.**

PERFORMA-II(B)

BILL OF MATERIAL
(Sample for grid connected power plant)

S.No	Description/Capacity	Amount in (Rs.)
1	SPV Module	
2	Module Mounting Structure	
3	Grid connected Solar Inverter	
4	Cables	
5	Others, if any (shall be indicated separately)	
6	Ex-works price (sum of 1 to 5)	
7	Packing & forwarding, Freight & Insurance charges etc.(shall be indicated separately)	
8	Duties/Taxes (shall be indicated separately with %)	
9	All inclusive price per system (sum of 6 to 8) (in Rs)	
10	Installation & Commissioning Charges	
11	Comprehensive Maintenance Contract for five years	
12	Total cost per system (sum of 9 & 10) (Rupees in figures and Figures)	

Note: In cases of discrepancy between the cost quoted in Words and in figures, the lower of the two will be considered. (Total cost offered shall be both in figures and words)

Signature of the Tenderer/
Authorised Signatory.

Format of Affidavit

(Seeking benefits/concessions in Past performance/Experience & Purchase Preference by Haryana based manufacturing Micro & Small Enterprises (MSEs) in the state Public Procurement)

(On non judicial paper of Rs. 10/-)

I _____ S/o _____ aged _____ resident at _____ Proprietor/ Partner/ Director of M/s _____ do hereby solemnly affirm and declare that:-

1. My/our above noted enterprise M/s _____ (Name & Address) _____ has been issued Manufacturing Entrepreneurs Memorandum in Haryana by the District Industries Centre _____ under acknowledgement No. _____ of dated _____ (Self Certified Copy of the same is attached as Annexure 'A' with the affidavit) and has been issued for manufacture of the following items in category Micro/Small Enterprise (please tick the either) as under:-

i. _____

II. _____

iii. _____

2. That the quoted item(s) in the tender _____ is one (or more) of the item for which my/our above noted enterprise has been issued Manufacturing Entrepreneurs Memorandum by the Industry Department Haryana as per details at para 1 above.

3. That my/our above mentioned manufacturing Micro/Small Enterprises fulfils either or both of the below mentioned eligibility criteria:

i. That my/our above mentioned enterprise has been issued quality certification of ISI Mark/ISO/Ag.Mark/any other quality mark _____ (please tick either of the option) by _____ (name of GOI/State Govt. Agency/Institution authorized by GOI/State Govt.) on _____ and the name is valid from _____ to _____ in respect of item/good (give name of item/good) _____ mentioned in the tender (Self Certified Copy of the relevant certificate is attached as Annexure 'A' with the affidavit)

OR/AND

ii. That my/our above mentioned enterprises has been registered with DGS&D, GOI/NSIC / Govt. of India Departments/State Govt. Department/ Govt. of India Public Sector Undertakings (PSUs) (Please tick one of the option as above) in respect of Name of item/goods/work/services _____ (Name) as mentioned in the tender for the corresponding period of time of this tender. A self certified Copy of the same attached as Annexure 'B' with the affidavit

4. That in case the Purchase Order of the quoted item is issued to me/us, it will not be outsources or subcontracted to any other and the entire manufacturing of the order item shall be done in-house by our Enterprise based in Haryana (address mentioned as at St. No.1). Further, the billing will be done from Haryana.

Dated:

DEPONENT

VERIFICATION:

Verified that the contents of para no. 1 to 4 of the above are true and correct to my knowledge as per the official record and nothing has been concealed there in.

Dated:

DEPONENT

Format of Affidavit

(For seeking benefits/concessions in by Haryana based manufacturing Medium Enterprises in past performance / Experience & Purchase Preference in the state Public Procurement)

(On non judicial paper of Rs. 10/-)

I _____ S/o _____ aged _____ resident at _____ Proprietor/ Partner/ Director of M/s _____ do hereby solemnly affirm and declare that:-

1. My/our above noted enterprise M/s _____ (Name & Address) _____ has been issued Manufacturing Entrepreneurs Memorandum in Haryana by the District Industries Centre _____ under acknowledgement No. _____ of dated _____ (Self Certified Copy of the same is attached as Annexure 'A' with the affidavit) and has been issued for manufacture of the following items in category Medium Enterprise (please tick the either) as under:-

i. _____

II. _____

iii. _____

iv. _____

2. That my/our above mentioned manufacturing Medium Enterprises meet all the remaining terms & conditions of the tender except Past Performance/Past Experience.
3. That my first purchase order under this benefit/ concession was issued by State Deptt./Agency) _____ vide P.O. No. _____ of dated _____ for the supply of _____ (name of the item/good/work/services) was successfully complied by above mentioned Enterprises. A self certified Copy of the same is attached as Annexure 'B' with this affidavit.
4. That in case the Purchase Order of the quoted item is issued to me/us, it will not be outsourced or subcontracted to any other firm and the entire manufacturing of the order item shall be done in-house by our Enterprise based in Haryana, (address mentioned as at Sr. No. 1)
5. That we agree to the condition that this benefit/concession to the medium enterprise is valid for one year from the date of getting the first supply order under State Public Procurement.
6. That the billing will be done from Haryana.

Dated:

DEPONENT

VERIFICATION:

Verified that the contents of para no. 1 to 6 of the above are true and correct to my knowledge as per the official record and nothing has been concealed there in.

Dated:

DEPONENT