



REQUEST FOR SELECTION (RfS)

OF

Solar Power Generator (SPG)

FOR

Design, Engineering, Procurement & Supply, Construction & Erection, Testing, Commissioning of Solar Power plants, associated 33 kV or 11 kV Line and Remote Monitoring System (RMS) and Comprehensive O&M for 5 Years of Grid Connected Ground Mounted Solar Power Plant.

UNDER

**PM KUSUM SCHEME – COMPONENT C
(FEEDER LEVEL SOLARIZATION)**

Ref No. RfS-04/PD&C/2024-25

IN

DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED

Vidyut Sadan, Hisar, Haryana-125001

E-mail: sepdh@dhbvn.org.in

Website: www.dhbvn.org.in

Dakshin Haryana Bijli Vitran Nigam Limited (DHBVN) invites applications for Design, Engineering, Procurement & Supply, Construction & Erection, Testing, Commissioning of Solar Power plants, associated 33kV or 11kV Line and Remote Monitoring System (RMS) and Comprehensive O&M for 5 Years of Grid Connected Ground Mounted Solar Power Plant.

Details of Fees, Earnest Money, and Schedule for submission of applications:

Tender Document Fee (Non-Refundable)	Rs 5000/- plus 18% GST
e-service Fee (Non-Refundable)	Rs 1000/- plus 18% GST
Earnest Money Deposit	Rs. 2,00,000/-
Availability of RfS document on the website	26.12.2024 at 15:00 Hrs
Last Date & Time for submission of RfS on website	16.01.2025 at 15:00 Hrs
Date & Time for opening of RfS	17.01.2025 at 15:00 Hrs
Bid Validity.	180 days from date of opening of Price Bid (Part-2)

- For participating in the above RfS process, the Agency shall have to get themselves registered with <https://etenders.hry.nic.in> and get Registration ID and Password. The same has to be secured by them for future correspondence.
- The agency can download the RfS documents from the Portal: <https://etenders.hry.nic.in>. The agency shall have to pay for the e-service fees, RfS documents & EMD fees online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between agency and online payment authorization networks. The payment for RfS Document Fee and eService Fee can be made by eligible agency online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS / NEFT.
- Corrigendum, if any will be published on the above e-tender website and no separate notice shall be issued.
- DHBVN reserves the right to accept or reject any/or all RfS and to annul the selection process at any time without incurring any liability and assigning any reason thereof.
- The interested bidders responding to this tender must also submit hard copy of their bids in the prescribed formats along with all necessary documents and information requested herein.
- The bidder also needs to submit Hard copy of bid along with all documents to the office of SE/P&D, DHBVNL, Hisar.
- For any clarification regarding RfS, document clauses and applicable submission, contact at email: sepd@dhbvn.org.in

-----S/D-----

Chief Engineer PD&C
DHBVN, Hisar

TABLE OF CONTENT

DESCRIPTION	PAGE NO.
SECTION - I : Invitation for Bids (IFB)	5
SECTION - II : Instructions to Bidders (ITB)	12
SECTION - III : Bid Data Sheets (BDS) Annexure to Bid Data Sheet (BDS) : Qualifying Requirements (QR)	42
SECTION - IV : General Conditions of Contract (GCC)	48
SECTION - V : Special Conditions of Contract (SCC)	150
SECTION - VI : Sample Forms & Formats	161
SECTION - VII : Scope of Work & Technical Specifications	182
SECTION - VIII : Schedule of Rates (SOR)/ Price Schedule (PS)/ Format for Price Bid	382

DISCLAIMER

1. Though adequate care has been taken while preparing the tender document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be intimated to Dakshin Haryana Bijli Vitran Nigam (DHBVN) immediately. If no intimation is received from any bidder within 10 (Ten) days from the date of issuance of Tender documents, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
2. DHBVN reserves the right to modify, amend or supplement this document.
3. While this tender document has been prepared in good faith, neither DHBVN nor their employees make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements 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 document, even if any loss or damage is caused by any act or omission on their part.

Place: _____

Date: _____

SECTION - I

INVITATION FOR BIDS (IFB)

**SINGLE STAGE TWO ENVELOPE BIDDING UNDER E-TENDERING INVITATION FOR BIDS
(IFB)
FOR**

Design, Engineering, Procurement & Supply, Construction & Erection, Testing, Commissioning of Solar Power plants, associated 33 kV or 11 kV Line and Remote Monitoring System (RMS) and Comprehensive O&M for 5 Years of Grid Connected Ground Mounted Solar Power Plant

Cumulative Project Capacity of minimum 2.25 MW (AC) to be quoted by the bidder is divided into 4 different sites of DHBVN as per below table:

Sr. No	Name of the circle	Name of S/Division	Name of substation	Name of AP Feeder	Available Spare Land (Approx.) in acres	Tentative capacity of Solar Plant
1	Sirsa	Ellenabad	33 kV Bhuratwala	Chilkani	2.0 Acres	0.5 MW
2	Sirsa	Ellenabad	33 kV Dholpalia	Border	2.0 Acres	0.5 MW
3	Fatehabad	Bhattu	33 kV Dhabi Kalan	Mandori	3.0 Acres	0.75 MW
4	GGN-II	Sohna	33 kV Rojkameo	Kawarsika	2.15 Acres	0.5 MW
Total					9.15 Acres	2.25 MW

Eligibility conditions set forth in the tender document are as per minimum 2.25 MW (AC) cumulative capacity basis only. Bidders are required to quote accordingly for the complete cumulative capacity of minimum 2.25 MW (AC) on Lumpsum Turnkey (LSTK).

However, bidders can quote cumulative capacity higher than 2.25 MW (AC), based upon site survey by them prior to bid submission (minimum 0.5 MW (AC) or higher capacity at every site by considering minimum 19% CUF at each site).

Evaluation of bid shall be carried out by per MW (AC) Price basis {Per MW (AC) Price shall be calculated by Grand Total Price of EPC (supply, mandatory spares and service) and AMC divided by quoted cumulative capacity by bidder, but minimum 2.25 MW (AC)}. The total capacity of minimum 2.25 MW (AC) as quoted by bidder shall be awarded to a single successful bidder (L1) selected on Lumpsum Turnkey (LSTK) basis for the capacity quoted by the bidder.

However, there will be separate LOA and contract agreements for four different sites with the single successful bidder. Based on the per MW (AC) Price of L-1 bidder, the site wise EPC and AMC Price will be calculated by multiplying the per MW (AC) Price with the respective site capacity quoted by bidder. Accordingly, 4 (Four) different EPC and AMC, Letter of Award (LOA) and Contract Agreement will be released for the respective site by the Purchaser to the single successful bidder only.

EMD will be submitted by the bidders jointly for the cumulative capacity quoted by bidder but minimum 2.25 MW (AC). However, the successful bidder will be required to submit separate Contract Performance Security for EPC and AMC for respective solar sites.

REGARDING PPP

w.r.t. Ministry of New & Renewable Energy (MNRE) order no 283/22/2019-Grid Solar dated 23rd Sep. 2020 for the Public Procurement (Preference to make in India) including any amendments, to provide for Purchase Preference (linked with local content) in respect of Renewable Energy (RE) Sector & Department for Promotion of Industry and Internal Trade (DPIIT) Notification no. P-45021/2/2017- PP (BE-LI) dated 4th June, 2020 including any amendments, The Procurement of Solar Modules & Solar Inverters for the subject tender will be done from Class-I Local suppliers only, wherein, a Class-I Local Supplier' means a supplier or service provider, whose Goods, Services or Works offered for Procurement, has Local Content equal to or more than 50%, as defined under the above said orders.

REGARDING ALMM

The provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject "Approved Models and Manufacturers of Solar Photovoltaic Modules (requirement of compulsory registration) order, 2019-Implementation-reg." And its subsequent amendments and clarifications shall be applicable for this tender. The Cells and Modules used in the project under this tender shall be sourced only from the Models and Manufacturers included in the list-I (solar PV modules) of ALMM order, Annexure-I of the OM, issued by MNRE on 10th march, 2021 which will be updated by MNRE from time to time. The modules to be procured for this project shall be from the list-I of the ALMM order applicable on the date of invoicing of such modules. Bidders shall also provide a disclosure regarding that they are aware of binding provisions of the ALMM order and the list(s) there under, while quoting for the tender.

REGARDING BCD

Ministry of New & Renewable Energy vide OM no 283/3/2018-Grid Solar dated 09.03.2021 has notified the imposition of Basic Customs Duty (BCD) on solar PV modules & cells with effect from 01.04.2022. Post this date solar modules will attract BCD @ 40% & solar cells will attract BCD @ 25%. Bidders are required to take note of this trajectory & bid accordingly, as the imposition of BCD as per this mentioned trajectory will not be considered under change in law.

Note: The bidders shall comply with the all the instructions laid by MNRE/Nigam/any relevant Central/state agency.

PROFILE OF DHBVN

- DHBVNL is responsible for the distribution and retail supply of electricity in the south zone of Haryana comprising Hisar, Fatehabad, Bhiwani, Sirsa, Faridabad, Gurugram-I, Gurugram-II, Palwal, Rewari, Jind, and Narnaul circles. Initially, The State power sector was restructured on August 14, 1998. The Haryana State Electricity Board (HSEB) was reorganized initially into two State-owned Corporations namely Haryana Vidyut Prasaran Nigam Ltd. (HVPN) and responsible for operation and maintenance of State's own power generating stations. HVPNL was entrusted the power transmission and distribution functions. HVPNL was further reorganized on July 1, 1999, by carving out two more Corporations, namely Uttar Haryana Bijli Vitran Nigam Ltd. (UHBVNL) and Dakshin Haryana Bijli Vitran Nigam Ltd. (DHBVNL) with the responsibility of distribution and retail supply of power within their jurisdiction. DHBVN at the moment is serving about 42 lakhs consumers of different categories.

1. PM Kusum Component C- Feeder Level Solarisation

- Ministry had issued detailed Guidelines for implementation of Component-C of PM-KUSUM Scheme on 8 November 2019. As per provisions of the PM-KUSUM Scheme, the grid connected agriculture pumps can be solarised with central and state subsidy of 30% each and farmer's contribution of 40%. The solar capacity allowed is up to two times of the pump capacity in kW and surplus power will be purchased by DISCOM. Since this component was to be implemented on pilot mode, flexibility was given to states for using different models like net-metering, replacing pump with BLDC pump or any other innovative model as deemed fit by the states.
- Subsequently on 04 December 2020, MNRE introduced and issued guidelines for implementation of feeder level solarization under Component-C of PM-KUSUM Scheme. Under the scheme, agriculture feeders already segregated or, feeders having major load for agriculture may be solarized through installation of grid connected solar power plant to cater the annual power requirement of feeder(s). This will lead to lower cost both in terms of lower capital cost and cost of power.
- As per MNRE guidelines for feeder level solarization, requirement of total annual electricity for an agriculture feeder(s) is to be assessed and a solar power plant of capacity that can cater to the requirement of annual power for that agriculture feeder(s) can be installed either through Capital Expenditure (CAPEX mode or RESCO mode which will supply solar power to the feeder(s).

Implementation Methodology

- The Distribution Company (DISCOM)/Power Department will be the implementing agency for feeder level solarisation in their respective areas.
- Feeder level solar power plant may be installed to cater to the requirement of power for a single feeder or for multiple agriculture feeders emanating from a distribution sub-station (DSS) to feed power at 11 kV or at the higher voltage level side of the DSS depending upon on factors like availability of land, technical feasibility, etc., and there is no cap of the capacity of solar power plant for feeder level solarisation.

Implementation under CAPEX Model

- For installation of feeder level solar power plant CFA of 30% (50% in case of NE States, hilly states/UTs and Island UTs) will be provided by central Government and balance will be met through loan from NABARD/PFC/REC. Concessional financing will be available for solarisation of agriculture pumps as RBI has already included this component under priority sector lending and MoAFW has included community level solarisation under Agriculture Infrastructure Fund. The current outlay on subsidy being presently provided for supply of electricity to agriculture pumps by State Government can be used to repay the loan in five to six years after which power will be available free of cost and outflow from State Government's exchequer on account of electricity subsidy for agriculture will come to an end. On an average power for agriculture will be required only for 150 days in a year, the electricity produced from the solar power plant in the remaining days will possibly provide an additional income to the DISCOM. If this is also used to pay off the loans taken from NABARD/PFC/REC, the loan can be repaid sooner.

DHBNV through this tender intends to appoint agency for Feeder Level Solarisation of AP feeders under Component C of PM KUSUM scheme.

2. DETAILED SCOPE OF WORK INCLUDES

Design, engineering, procurement & supply, construction & erection, Testing, commissioning, mandatory spares and associated transmission system, multi-level inspections, packing and forwarding, receipt, unloading and storage at site, associated civil works, services, permits, licenses, including statutory approvals (as applicable), installation and incidentals, insurance at all stages, Training etc. of cumulative capacity of minimum 2.25 MW (AC) as quoted by bidder at 4 different locations of DHBNV for Grid Interactive Solar PV Power Plant and Performance demonstration with associated equipment and materials, handing over of the project

to DHBVN etc. on Lumpsum Turnkey (LSTK).

Comprehensive Annual Maintenance of the Solar PV Power Plant for Five (5) years as mentioned in detailed scope of work after successful commissioning and performance demonstration i.e. after Operational Acceptance, as detailed in technical specification including supply and storage of all mandatory spare parts, consumables, repairs/ replacement of any defective equipment etc.

The above scope of work is indicative, and the detailed scope of work is given in the Scope of Work and Technical Specification (Section - VII) of the Tender Documents.

3. EMD shall be submitted online on e-portal and copy of payment shall be attached with the proposal.
4. Performance Bank Guarantee (PBG) (10% of the contract value) shall be furnished by the successful bidder after issuance of Letter of Award (LOA) by purchaser as detailed in bidding documents.
5. The detailed Qualifying Requirements (QR) are given in the Annexure to BDS.
6. DHBVN reserves the right to cancel / withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

SECTION – II

INSTRUCTION TO BIDDERS (ITB)

Preamble

This part (Section - II) of the Tender Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Purchaser. It also provides information on bid submission and uploading the bid on portal <https://etenders.hry.nic.in/>, bid opening, evaluation and on contract award. This Section (Section - II) contains provisions that are to be used unchanged unless Section - III (Bid Data Sheets) and Section - V (Special Conditions of Contract), which consists of provisions that supplement, amend, or specify in detail, information or requirements included in ITB and that are specific to each procurement, states otherwise. If there is a conflict between the provisions of Section – II, Section – III and Section - V, the provisions of Section - V shall prevail.

However, provisions governing the performance of the Contractor, payments under the contract or matters affecting the risks, rights and obligations of the parties under the contract are not included in this section but instead under Section - IV (General Conditions of Contract) and/ or Section - V (Special Conditions of Contract).

Bidders may note that the respective rights of the DHBVN and Bidders / Contractors shall be governed by the Tender Documents / Contracts signed between the DHBVN and the Contractor for the respective package(s). The provisions of Tender Documents shall always prevail over any other documents in case of contradiction.

Further in all matters arising out of the provisions of this Section - II, Section - III and the Section - V of the Tender Documents, the laws of the Union of India shall be the governing laws and courts of Hisar shall have exclusive jurisdiction.

[A] - GENERAL

1 SCOPE OF BID

- 1.1 The Purchaser wishes to receive Bids as described in the Bidding documents / Tender documents issued by Purchaser.
- 1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Tender documents.
- 1.3 The successful bidder will be expected to complete the entire scope of work within the period stated in Section - V, Special Conditions of Contract.

- 1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder / Tenderer, Bidding Documents / Tender Documents, Bid / Tender/ Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDER

Bidder shall meet the following qualification criteria.

- 2.1 The Bidder or their allied agency(ies) should not be debarred or on the banning list of Ministry of New & Renewable Energy (MNRE)/ Central Government Department/PSU's, State Government departments for future bidding due to Poor Performance" or "corrupt and fraudulent practices" or any other reason in the past.

If the tender documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/ Award.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to Purchaser by the bidder.

It shall be the sole responsibility of the bidder to inform Purchaser in case the bidder or their allied agency(ies) is/are debarred from bidding by Ministry of New & Renewable Energy (MNRE)/ Central Government Department/PSU's, State Government Department Concealment of the facts shall be tantamount to misrepresentation of facts and shall lead to action against such Bidders rejection of bid and blacklisting etc.

- 2.2 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to Purchaser by the bidder.

It shall be the sole responsibility of the bidder to inform Purchaser in case the bidder is under any liquidation court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders like rejection of bid and black listing etc.

- 2.3 Bidders are required to fulfill qualification criteria as detailed in Annexure to Bid Data Sheet (BDS) Qualifying Requirements.**

- 2.4 Pursuant to qualification criteria set forth in the bidding, the Bidder shall furnish all

necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria as mentioned in the Annexure to Bid Data Sheet (BDS) Qualifying Requirements.

2.5 Bidders shall be required to upload duly signed authenticated copies of documents for meeting Bidder Qualification Criteria on the e-tendering portal as well hard copy of same to address mentioned in Bid Information Sheet attached under Section - I (Invitation for Bids, IFB).

3 BIDS FROM CONSORTIUM/ JOINT VENTURE - Not Allowed.

4 NUMBER OF BIDS PER BIDDER

A Bidder shall submit only 'one [01] Bid' in the Bidding Process. A Bidder who submits more than 'one [01] Bid' will be disqualified and EMD, if any, submitted by bidder shall be forfeited.

5 COST OF BIDDING & TENDER PROCESSING FEE

5.1 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges, all courier charges including taxes & duties etc. incurred thereof. Further, DHBVN will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

5.2 TENDER PROCESSING FEE (NON-REFUNDABLE)

Bidders can pay for the tender document fee (non- refundable) on e-procurement Haryana portal online.

The bidder shall be required to forward the copy of electronic fund transfer receipt from their registered E-mail ID to Email ID- sepdcdh@dhbvn.org.in and hard copy of the same to be submitted at the below address: -

O/o SE,P&D, Vidyut Sadan, DHBVNL, Hisar.

Bid submitted without payment of requisite Tender Processing Fee will be treated as non-responsive and shall be liable for rejection.

6 SITE VISIT

6.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of

visiting the site shall be borne by the Bidder.

- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the DHBVN to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the DHBVN from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 6.3 The Bidder shall not be entitled to hold any claim against DHBVN for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.
- 6.4 Prospective Bidders are advised to visit the site to study the actual conditions and go through the plans/ drawings connected to the present scope of work including power evacuation system, including ground conditions, availability of water etc. and get acquainted with the same before attending Pre-bid meeting. For seeking visit of site or any clarifications bidders may contact Purchaser as mentioned Bid Information Sheet attached under Section - I (Invitation for Bids, IFB).
- 6.5 The Bidder at the Bidder's own responsibility, cost and risk shall inspect and examine the site and its surrounding, and shall satisfy themselves fully before submitting bids as to the form and nature of the site, the geological conditions decisive for the success of the project, the means of access to the site, the loading and unloading facilities etc. In general, the Bidders shall themselves obtain all necessary information as to risks, contingencies, and other circumstances susceptible to influence or affect their bid.
- 6.6 Although certain information is provided in Scope of work of this tender document, it should be checked by the Bidders, any neglect or failure to obtain or confirm such information will not relieve the Bidders from any liability or responsibilities to carry out the works according to the contract. Purchaser will assist the Bidders in obtaining the data required but will not assume responsibility either for the data obtained or for their completeness.
- 6.7 Bidders shall acquaint themselves on their own responsibility with laws and regulations in India under which the work is to be performed including those which may influence, in general or in detail, design, supply, transportation, erection,

maintenance of the equipment and requirement of manpower. Any failure or neglect to do so will not absolve the potential Contractor from his contractual obligation.

- 6.8 It is specially emphasized that it shall be the responsibility of the Bidders to have themselves familiarized with the prevailing conditions and that no claim relating thereto for additional payment or adjustment of a Contract price will be acceptable after the submission of their Bid.
- 6.9 It shall be deemed that the tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he visits the site/area or not and has taken all the factors into account while quoting his rates.
- 6.10 Prospective Bidders are advised to carefully read the Tender documents along with Annexures, understand them in the proper perspective and then fill the Technical Bid Format, Commercial Bid Format and Price Bid Format (SOR).
- 6.11 In connection with the site visit, the bidder shall submit an Undertaking along with the bid.

[B] - BIDDING DOCUMENTS

7 CONTENTS OF TENDER DOCUMENTS

7.1 The contents of Tender Documents are those stated below, and should be read in conjunction with any 'Addendum/ Corrigendum' issued

- Section-I : Invitation for Bids [IFB]
- Section-II : Instructions to Bidders [ITB]
- Section-III : Bid Data Sheets [BDS]Annexure to Bid Data Sheets [Qualifying Requirements]
- Section-IV : General Conditions of Contract [GCC]
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Forms and Formats
- Section-VII : Scope of Work & Technical Specifications
- Section-VIII : Schedule of Rates [SOR]/ Price Schedule [PS]/ Format for Price Bid

7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Tender Documents. The entire Tender Documents together with all its amendments, clarifications and attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information

required by the Tender Documents or submission of a Bid not substantially responsive to the Tender Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid. However, Purchaser at its sole discretion may seek clarifications from the Bidders to adjudge the exact content and facts of the Tender Documents.

8 AMENDMENT OF TENDER DOCUMENTS

- 8.1 At any time prior to the 'Bid Due Date', Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Documents by addenda / corrigendum.
- 8.2 Any addendum/ corrigendum thus issued shall be part of the Tender Documents and shall be hosted on <https://etenders.hry.nic.in> Bidders have to take into account all such addendum/ corrigendum before submitting their bid.
- 8.3 Purchaser, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

[C] - PREPARATION OF BIDS

10 LANGUAGE OF BID

The bid prepared by the bidder and all correspondence/ drawings and documents relating to the bid exchanged by bidder and Purchaser shall be written in English language alone.

11 DOCUMENTS COMPRISING THE BID

The bid shall be submitted by the Bidder under “Single Stage - Two Envelope” procedure of bidding. Under this procedure, the bid submitted by the Bidder in two envelopes - First Envelope (also referred to as Techno - Commercial Part) and Second Envelope (also referred to as Price Part) shall comprise of the following documents:

11.1 HARD COPY

Hard copy of the bid shall comprise of following documents to be submitted in sealed envelope, as part of First Envelope. The envelope shall bear {the name of Tender, the Tender No. and the words 'DO NOT OPEN BEFORE' (due date & time)}.

Contact Person: - SE/P&D, DHBVNL, Hisar.

Email: sepdcd@dhbvn.org.in

- i) Original Non-Refundable Tender Processing Fee as per ITB.
- ii) 'Covering Letter' on Bidder's 'Letterhead' (in Original) clearly specifying the enclosed contents, as per 'Annexure- 1'.
- iii) EMD in original as per 'Annexure - 11' or as prescribed.
- iv) Documents duly signed meeting the requisite Qualifying criterion as per Annexure to Bid Data Sheet (BDS).
- v) Power of Attorney for authorized signatory in non-judicial stamp paper (as per 'Annexure- 10').
- vi) Copy of Board Resolution.
- vii) The Passphrase to decrypt the relevant Bid-Parts (for both Techno-Commercial and Financial) in separate sealed envelopes before the start date and time of the Tender Opening Event (TOE) if applicable.

Bidder shall also upload the scanned copies of all the above-mentioned original documents during online Bid Submission as a part of First envelope.

"Bidder should explicitly note that no hard copies are to be submitted as a part of Second envelope".

11.2 ONLINE DOCUMENTS/SOFT COPY

Online documents/Soft copy of the bid shall comprise of following documents to be uploaded on <https://etenders.hry.nic.in> as per provisions therein.

(A) AS PART OF FIRST ENVELOPE

- i) The Electronic Form of the bid for First Envelope (Techno-Commercial), as available on the portal, shall be duly filled.
- ii) Scanned copies of all the above-mentioned original documents during online Bid Submission as a part of First envelope and Bid Form for first envelope.
- iii) Certificate of incorporation.
- iv) Covering letter as per 'Annexure- 1
- v) 'Bidder's General Information', as per 'Annexure- 2'
- vi) 'No Deviation Confirmation', as per 'Annexure- 5'
- vii) 'Bidder's Declaration regarding Banning and Liquidation, court receivership etc.', as per 'Annexure- 6'
- viii) 'Bidders Experience as per 'Annexure- 7'
- ix) Disclosure for ALMM Compliance as per 'Annexure- 8'

- x) Document showing annual turnover for the financial years as required in Qualifying Requirements (QR) such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed Annexure– 9 (Format of Chartered Accountant certificate for financial capability of the bidder).
- xi) Power of Attorney for bidding company, as per 'Annexure- 10'.
- xii) Format of Bank Guarantee for Earnest Money Deposit (EMD), as per 'Annexure-11'
- xiii) Self-Certification undertaking by the bidder- qualifications criteria documents and credentials, as per 'Annexure-12.'
- xiv) Documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification.
- xv) Tender Document. (Original Tender Document, amendments and clarifications to Tender Documents duly sealed and signed/ digitally signed by the Authorized Signatory).

For convenience, the Bid shall be compiled in the form of specific Sections conforming to the above. In case of non-submission of above documents or submission of incomplete documents, the Purchaser reserves the right not to evaluate such offers further and not to enter into correspondence in this regard after opening the Techno-commercial Bid.

NOTE: The Institute of Chartered Accountant of India at its 379th council meeting dated 17- 18th December, 2018 made generation of Unique Document Identification Number (UDIN) mandatory for every signature of full time practicing chartered accountant for the following service:

- a) All certificates with effect from 1st February, 2019.
- b) GST and Income Tax audit with effect from 1st April, 2019.
- c) All audit and assurance functions with effect from 1st July, 2019.

In view of the above, bidder shall ensure that any certificate / reports issued / attested by a practicing-chartered accountant in India and submitted in the bid shall mandatorily include the UDIN number. Certificate / reports issued / attested without UDIN number of practicing Chartered accountant in India shall not be considered for evaluation.

(B) AS PART OF SECOND ENVELOPE

- i. The Electronic Form of the bid for Second Envelope (Price - Part), as available on the portal, shall be duly filled. "Termed as ELECTRONIC FORM".

- ii. Main Price Bid comprising of Schedule of Rates (SOR) 1 to 5 of the Price Schedule (available in Section - VIII, SOR).

Note: -

This part shall not contain any condition whatsoever failing which the Bids shall be liable to be rejected. No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Price Part of the bid. Any condition if stipulated shall be treated as null and void and shall render the bid liable for rejection.

12 SCHEDULE OF RATES/ PRICE SCHEDULE/ BID PRICES

- 12.1 Unless stated otherwise in the Tender Documents, the Contract shall be for the whole works as described in Tender Documents, based on the rates and prices submitted by the Bidder, and accepted by the DHBVN. The prices quoted by the Bidders should clearly indicate the Goods & Service Tax (GST) components as also mentioned under the Schedule of Rates.
- 12.2 Prices must be filled in formats for "Schedule of Rates" enclosed as part of Tender documents under Section - VIII. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, such bids may be rejected.
- 12.3 Bidder shall quote for all the items of "Schedule of Rates " after careful analysis of cost involved for the performance of the completed item considering all parts of the Tender Document. In case any activity though specifically not covered in description of item under " Schedule of Rates " but is required to complete the works as per Specifications, Scope of Work/ Service, Standards, "GCC", "SCC" or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All Goods & Service Tax (GST) payable by the Contractor under the Contract, or for any other cause, shall be mentioned as per the Schedule of Rates formats.
- 12.5 Prices quoted by the Bidder, shall remain FIRM and Fixed and valid until completion of the Contract and will not be subject to variation on any account.
- 12.6 In case of any variation (positive/ negative) in existing rates of taxes/ duties/ levies or a new tax/ duty/ levy is introduced or any existing tax/ duty/ levy is abolished or application of any Tax in the course of the performance of this Contract, which will/ may impact the overall pricing in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to factor any such change by addition to the Contract Price or deduction therefrom, as the case may. All these adjustments would be carried out by considering the base price of

GST/taxes equivalent to the amount mentioned under GST/taxes column of the Schedule of rates.

The term Change in Law shall refer to the occurrence of any of the following events pertaining to this project only after the date seven (7) days prior to the date of Bid submission, including (i) the enactment of any new law; or (ii) an amendment, modification or repeal of an existing law; or (iii) any change in the rates of any Taxes including any duties and cess or introduction of any new tax made applicable for setting up the project.

However, Change in Law shall not include (i) any change in taxes on corporate income or (ii) any change in any withholding tax on income or dividends distributed to the shareholders of the Contractor, or (iii) any change on account of regulatory measures by the Appropriate Commission.

However, any increase in the rate of these taxes, duties and levies beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to DHBVN.

- 12.7 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words.
- 12.8 Bidders need to submit the detailed break-up of Goods & Service Tax (GST) in the Schedule of rates formats. This data is required to ascertain the:
- a) Computation of taxes assumed at the time of bidding.
 - b) The total impact due to revision in applicable tax rate or introduction of new tax, if any.

Bidders are required to ascertain the correctness of amount related to Goods & Service Tax (GST) as mentioned in the Schedule of Rates as on the date of techno-commercial bid opening as it will impact the Price assessment part at the time of evaluation of price bid.

13 GOODS & SERVICE TAX (GST)

- 13.1 The statutory payment of GST and other taxes, if any, will be made extra at the rate as applicable at the time of supply but limited to the rates prevailing within contractual completion period. The bidder shall submit the following certificate for claiming payment in respect of GST: -
- i) Certified that the transaction on which GST is claimed has been/shall be included in the return submitted/to be submitted under GST law and the amount claimed from DHBVN has been deposited/ shall be deposited with GST authorities.

- ii) Certified that the supplies on which GST has been charged have not been exempted under the GST Act or rule made there under and that GST charged on these supplies is not more than what is payable under the provisions of relevant act.
 - iii) Certified that we shall indemnify the DHBVN, in case, it is found at a later stage that wrong or incorrect payment has been received on account of GST. The same will be refunded.
 - iv) Certified that we are registered under GST Act and our registration no is _____.
 - v) Further, any loss due to non-availability of ITC or levy of penalty/ interest payable by DHBVN on account of non-filing of return or non-compliance or any miss-statement given under the provisions of GST Act by the contractor shall be recoverable from us.
- 13.2 Contractor shall mandatorily obtain the registration under GST Law at Central level and/or in respective State as may be required. Further, Contractor shall mandatorily file returns under GST before their due date & comply with the requirements of the Law within timelines. Before releasing the payment to the Contractor, DHBVN shall not be responsible for any delay in payment release to the contractor in case the GST compliance is not fulfilled from the contractor side in any manner.
- 13.3 Contractor shall be responsible to comply with all the requirements of applicable provisions of GST. Contractor has to mandatorily get registered under GST at Central and relevant State(s). Contractor shall file all the returns on timely basis and upload all the Invoices and acceptance thereof as may be required under the provisions of GST. In case, it is found that DHBVN is not able to take Input Tax Credit (ITC) benefit of the taxes due to any fault of the Contractor, DHBVN shall be constrained to deduct the amount from the payments to be made to the Contractor or recover the same in any other manner.
- 13.4 Bidders are required to submit a copy of the GST Registration Certificate or GST provisional certificate while submitting the bids wherever GST tax is applicable.
- 13.5 The responsibility of payment of GST lies with the Service Provider only. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered and in accordance with rule GST Law. The invoice shall also contain the following:
- a) Name, Address & Registration No. of such Person/ Contractor.

- b) Name & Address of the Person/ Contractor receiving Taxable Service.
- c) Description, Classification & Value of Taxable Service provided.
- d) GST Amount, if any.
- e) HSN code of the Goods/Services.

Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, DHBVN may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from DHBVN.

- 13.6 In case CBIT (Central Board of Indirect Taxes and Customs) brings to the notice of DHBVN that the contractor has not remitted the amount towards GST collected from DHBVN to the government exchequer, then, that contractor may be debarred from bidding in future tenders of DHBVN for given period as per the sole discretion of DHBVN.
- 13.7 In case of statutory variation in GST during currency of the Contract, the Contractor shall submit a copy of the 'Government Notification' to evidence the date of revision. Claim for payment of GST / Statutory variation in GST, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears. The following may also be noted: Any increase in the rate of GST beyond the contractual completion period shall be to contractor's account whereas any decrease in the rate shall be passed on to the DHBVN.
- 13.8 DHBVN will reimburse the GST to the Contractor at actuals against submission of invoices issued in accordance with GST rules. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion.
- 13.9 DHBVN will reimburse the GST to the Contractor at actuals against documentary evidence subject to the ceiling amount of GST as quoted by the bidder, subject to any statutory variations. In case of any variation in the executed quantities the ceiling amount on which GST is applicable will be modified on pro-rata basis.
- 13.10 Contractor shall ensure timely submission of correct invoice(s) with all required supporting document(s) so to enable Owner to avail Input Tax Credit (ITC) (If applicable).

14 BID CURRENCIES -Bidders must submit bid in Indian Rupees (INR) only.

15 BID VALIDITY

15.1 Offers/quotations must be valid, at least, for 180 days from the date of opening of Part-2 (Price Bid) of the tender. The offers falling short of the required validity period shall be liable to rejection.

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the purchaser may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his 'EMD'. A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of its 'EMD' for the period of the extension.

Note: In case of extension(s) of last due date of the Tender submission, the latest extension issued shall be considered as the final due date of Tender submission and accordingly the Tender validity should be calculated and sufficed. The validity of the Tender need to be revised by respective bidders, in case the bids are already submitted prior to the last due date of the initial Tender submission deadline.

16 EARNEST MONEY DEPOSIT (EMD)

16.1 Applicants desirous for setting up solar power plant under the scheme will submit Earnest Money Deposit (EMD) of Rs. 2 lakhs along with application.

16.2 If the selected bidder fails to execute requisite steps after evaluation of bids, a final notice of 5 working days shall be issued and further their LoA will be cancelled.

16.3 SE/P&D, DHBVNL shall be the signing and termination authority of LoA.

16.4 EMD of the applicants not selected under the scheme shall be returned within 15 days after evaluation of the bid.

16.5 In case, the bidder refuses to accept LoA within a week from LoA issuance date, Nigam will forfeit / en-cash the EMD/PBG as penalty without any notice.

(A) THE EARNEST MONEY FURNISHED BY THE TENDERER SHALL BE FORFEITED IN PART OR IN FULL UNDER THE FOLLOWING CIRCUMSTANCES.

a) If the tenderer withdraws his tender at any stage during the currency of his validity period, his earnest money shall stand forfeited in full.

b) If the Letter of Award (LOA) has been issued but the bidder refuses to comply

with it, the earnest money deposited by him shall be forfeited in full, irrespective of the fact whether the Board sustains any loss on account of his default or not. This forfeiture shall be without prejudice to the right of the Board to claim any other damages as admissible under the law as well as to take such executive action against the Bidder as black listing etc.

- c) Where the LOA has been accepted but the Bidder stops making the supplies after partially fulfilling the LOA, the security deposit shall be retained and adjusted against any loss that may be caused to the Board through risk purchase from alternative source and/or any other damages recoverable from the bidder under the terms of the contract.
- d) In the event of a breach of contract in any manner, the Security Deposit shall be forfeited and adjusted against the claim of the Board on the bidder for any damages or for any loss sustained by the Board on account of such breach.
- e) Security deposits not claimed within three years from the date of completion of contract, including the period of Defect liability & AMC shall be treated as lapsed Deposits and no claim for a refund thereof shall be entertained from the bidder thereafter.

Note: In case of extension(s) of last due date of the Tender submission, the latest extension issued shall be considered as the final due date of Tender submission and accordingly the Earnest Money Deposit validity and Bid validity should be calculated and sufficed. The validity of the submitted EMD and bid validity need to be revised by respective bidders, in case the bids are already submitted prior to the last due date of the initial Tender submission deadline.

17 FORMAT AND SIGNING OF BID

- 17.1 The Bid submitted by the Bidder must be digitally signed by the person duly authorized to sign on behalf of the Bidder. Each page of the Bid should be numbered and properly signed. Contents and pages should be indicated in the index page. The name of the person signing the bid should also be typed or printed below the signature.
- 17.2 Bid must be signed with the legal name of the Corporation /Company by the person authorized to sign the bid on behalf of such Corporation / Company in the matter.
- 17.3 Satisfactory evidence of authority of the person signing on behalf of the bidder shall be furnished on non-judicial stamp paper of an appropriate value with the hard copy of bid in the form of a Power of Attorney, duly notarized by a Notary

Public along with copy of Board Resolution (in original or notary attested copy), indicating that the person signing the bid has the authority to sign the bid and that the bid is binding upon the bidder during the full period of its validity.

- 17.4 Each Bid shall contain no overwriting, alterations, omissions, or additions, unless such corrections are initiated by the person or persons signing the Bid. Corrections if any shall only be made by scoring out the cancelled portion, writing the correction, initiating and dating it by the person or persons signing the Bid.
- 17.5 The Bidder shall provide all the information sought under this NIT. Purchaser will evaluate only those Bids that are received in the required formats and complete in all respects.
- 17.6 The Bid must be typed or written in indelible ink and signed and sealed at each page by the Bidder with his usual signature before submission.
- 17.7 The Bidder's name stated on the proposal shall be the legal exact name of the firm.
- 17.8 Bids not conforming to the above requirement of signing even after the clarifications sought in this regard by the purchaser, shall be disqualified.

18 ZERO DEVIATION BIDDING

This enquiry is issued on "Zero Deviation Bidding" basis.

Deviation to terms and conditions of Tender Documents may lead to rejection of bid. Purchaser will accept bids based on terms & conditions of Tender Documents only. Bidder may note Purchaser will determine the substantial responsiveness of each bid to the Tender Documents. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Tender Documents without deviations or reservations. Purchaser determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. Purchaser reserves the right to raise technical and/ or commercial query(ies), if required. The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation.

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

19 E-PAYMENT

To facilitate the payments electronically through 'e-banking', the successful bidder should give the details of his bank account as per the bank mandate form enclosed at Annexure - 14 in Section-VI, Sample Forms and Formats of the Tender documents.

[D] - SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS

- 21.1 Bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document.
- 21.2 Hard Copies (Specific documents only) as mentioned in Section - II, Instructions to Bidders (ITB) of the Tender document shall be submitted in a Sealed Covering Envelope. The Covering Envelope shall have the following Sticker:

Offline Tender Document for “Tender for Design, Engineering, Procurement & Supply, Construction & Erection, Testing, Commissioning of Solar Power plants, associated 33kv or 11kv Line and Remote Monitoring System (RMS) and Comprehensive O&M For 5 Years of Grid Connected Ground mounted Solar Power Plant.”	
Tender Document No.	
Last Date of Submission	
Bids Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	O/o SE/P&D, DHBVNL, Vidyut Nagar, Hisar. Telephone No. 01662-223130 Email: sepd@dhbvn.org.in

- 21.3 All the bids shall be addressed to the Purchaser at address specified in the Bid Information Sheet in Section - I, Invitation for Bids (IFB).
- 21.4 Bids submitted under the name of agent/ consultant/ representative/ retainer/ associate etc. on behalf of a bidder/ affiliate shall not be accepted.

[E] - BID OPENING AND EVALUATION

26 BID OPENING

26.1 OPENING OF TECHNO-COMMERCIAL PART OF BID (PART-1)

- 26.1.1 Techno-Commercial Part (Part-I) and EMD will be opened on the scheduled date and time. In case the date of opening of tenders falls on a holiday or holiday is subsequently declared on that date the tenders will be opened on the next working day following the holiday. Corrigendum for extending dates due to this (i.e. holiday/ declaration of holiday) shall have to be issued on the e-procurement portal.

26.1.2 Bidders can witness bid opening details by logging on to the E-Tendering Portal through their system.

26.2 OPENING OF PRICE PART OF BID (PART-II)

26.2.1 Priced bid of only those bidders, whose bids are considered techno-commercially acceptable, shall be opened.

26.2.2 The date of opening of the Part-II (Price Bid) shall be intimated only to those bidders whose Part-I of the tender is found to be techno-commercially acceptable.

26.2.3 The price bids of those bidders who were not found to be techno-commercially acceptable shall not be opened.

26.2.4 Bidders can witness bid opening details by logging on to the E-Tendering Portal through their system.

27 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the DHBVN's processing of Bids or award decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

28 CONTACTING THE PURCHASER

28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact to DHBVN on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

28.2 Any effort by the Bidder to influence the DHBVN in its 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

29.1 The DHBVN's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, DHBVN will determine whether each Bid: -

a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;

- b) Has been properly signed;
- c) Is accompanied by the required 'Earnest Money Deposit' if applicable and 'Tender Document Fees',
- d) Is substantially responsive to the requirements of the Tender Documents; and

29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Tender Documents without material deviations or reservations or omissions for this purpose DHBVN defines the foregoing terms below: -

- a) "Deviation" is departure from the requirement specified in the tender documents.
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- c) "Omission" is the failure to submit part, or all of the information or documentation required in the tender document.

29.3 A material deviation, reservation or omission is one that,

29.3.1 If accepted would,

- a) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
- b) Limit, in any substantial way, inconsistent with the Tender Document, the DHBVN rights or the tenderer's obligations under the proposed Contract.

29.3.2 If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

- a) DHBVN shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- b) If a Bid is not substantially responsive, it may be rejected by the DHBVN and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

30 CORRECTION OF ERRORS

30.1 If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity specified by the Purchaser, or between subtotals and the total price, the unit or subtotal price shall prevail, and the quantity and the total price shall be corrected. However, in case of items quoted without indicating any quantity or the items for which the quantities are to be estimated by the Bidder, the total price quoted against such items shall prevail. If there is a discrepancy between words and figures, the amount in words will prevail.

The prices of all such item(s) against which the Bidder has not quoted rates/ amount (viz., items left blank or against which '-' is indicated) in the Price Schedules will be deemed to have been included in other item(s).

The subtotal, total price or the total bid price to be identified in Bid Form for this purpose, irrespective of the discrepancy between the amount for the same indicated in words or figures shall be rectified in line with the procedure explained above.

The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules to be identified in Bid Form for this purpose, the DHBVN shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of the Contract use the lowest of the prices in these schedules.

30.2 The amount stated in the bid will be adjusted by the DHBVN in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected.

31 EVALUATION OF BIDS

Bid shall be evaluated as per evaluation criteria mentioned below. DHBVN shall only use the criteria and methodology indicated in the Tender documents. No other criteria/ methodology shall be permitted.

Bidders are required to bid for cumulative minimum 2.25 MW(AC). In case bidder quote cumulative capacity less than 2.25 MW(AC) their bid shall be rejected.

31.1 EVALUATION OF TECHNO - COMMERCIAL PART (FIRST ENVELOPE)

DHBVN will carry out a detailed evaluation of the bids of the qualified bidders in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, DHBVN will examine the information supplied by the bidders, and other requirements in the Bidding Documents, taking into account the following factors:

- a) Overall completeness and compliance with the Technical Specifications and Drawings to the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail may be rejected for non-responsiveness.
- b) compliance with the time schedule.
- c) Any other relevant technical factors that the DHBVN deems necessary or prudent to take into consideration.
- d) Any deviations to the commercial and contractual provisions stipulated in the Tender Documents.

- e) Details furnished by the bidder in response to the requirements specified in the Tender Documents.

31.2 OPENING OF SECOND ENVELOPE BY EMPLOYER

The Second Envelope i.e., Price Part of only those Bidders shall be opened who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract. A negative determination of the bids the Second Envelope submitted by such bidders shall be sent to archive unopened i.e. Price bid shall not be opened (bid rejected) and the EMD shall be returned as per the Tender provisions.

The prices and details as filled up in Electronic Form by the bidder on e-Portal and opened during the bid opening and recorded in the Bid Opening Statement would not be construed to determine the relative ranking amongst the Bidders, or the successful Bidder, and would not confer any right or claim whatsoever on any Bidder. The successful Bidder (also referred to as the L1 Bidder) shall be determined as per the provisions of this Section - II and considered for award of contract as provided in ITB.

31.3 EVALUATION OF FINANCIAL PART (SECOND ENVELOPE)

31.3.1 DHBVN will examine the Price Parts (Second Envelopes) to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

31.3.2 The Price Part containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the First Envelope are liable to be rejected.

31.3.3 The comparison shall also include the impact of Goods & Service Tax (GST) in line with the provisions of the Bidding Documents.

31.3.4 The Employer's comparison will include the costs resulting from application of the evaluation procedures described below:

The Evaluated Bid Value (EBV) shall be calculated using the following method (SOR 5):

- i. **Schedule of Rates (SOR - 1) i.e. Supply Part** : For providing the Ex Works supply, material including mandatory spares and any other supplies specified in the Tender Documents inclusive of packing & forwarding charges, Goods & services tax under the scope of Supply.
- ii. **Schedule of Rates (SOR - 2) i.e. Service Part:** For all services i.e., Storage,

Handling at Site, freight and insurance, insurance at site, Civil Works, Design, engineering, Erection, Installation, Testing and Commissioning including Performance Testing in respect of all the Equipment's supplied and/or erected under the scope of Supply and any other services specified in the Contract Documents.

- iii. **Schedule of Rates (SOR - 3) i.e. AMC Part:** For providing Comprehensive annual maintenance of the Solar PV plant for Five (5) years from the date of Operational Acceptance, as detailed in technical specification including supply and storage of all spare parts, consumables, repairs/ replacement of any defective equipment etc. Price of AMC for evaluation of Bid shall be considered for 5 years as per Schedule of Rates for AMC (SOR-3).
- iv. **Schedule of Rate (SOR-4) i.e. Quoted Capacity {MW(AC)}:** Quoted cumulative capacity by bidder but minimum cumulative capacity 2.25 MW(AC).
- v. **Schedule of Rate (SOR-5) i.e. Price per MW (AC):** Grand Total of Schedule of Rates SOR- 1 to 3 divided by cumulative capacity quoted by bidder but minimum cumulative capacity 2.25 MW(AC) as per SOR-4, to calculate per MW (AC) price. **Evaluated Bid Value (EBV) is as per Schedule No 5/SOR 5 i.e. Price per MW (AC)**

The exact format for sharing the base price and all Goods & Service Tax is attached in "Schedule of Rates". Detailed Taxation Break up for this purpose is also given in the Schedule of Price for the Evaluated Bid Value (EBV) calculation purpose.

31.4 EVALUATION OF PRICE BID

Following factors shall be considered for evaluation of Price Bids:

- i. Evaluated Bid Values (EBV) for all the Bidders shall be compared to determine the lowest Evaluated Bid Value (EBV) as given under Schedule No- 5 (SOR-5) Format of Schedule of Rates & the lowest (L1) evaluated Bid as such, will be selected for the Notification of Award (NOA)
- ii. The per MW (AC) Price will be considered up to 2 decimal places only.
- iii. Bidder with lowest EBV i.e. per MW (AC) price will be L-1, Bidder with second lowest per MW (AC) Price shall be L-2 & so on subject to the successful bidder selected after Negotiations
- iv. Negotiations shall be as per prevailing instructions of Nigam.
- v. The Total Evaluated Bid Value shall be inclusive of Goods & Service Tax (GST) as quoted by the bidder. The award shall be placed Inclusive of GST with taxation

bifurcation separately indicates as submitted by the successful bidder in the Schedule of Rates format.

- vi. Conditional discount, if offered, shall not be considered for evaluation.
- vii. There will be separate LOA and contract agreements for four different sites with the single successful bidder. Based on the per MW (AC) Price of L-1 bidder, the site wise EPC and AMC Price will be calculated by multiplying the per MW (AC) Price with the respective site capacity quoted by bidder. Accordingly, 4(four) different EPC and AMC, Letter of Award (LOA) and Contract Agreement will be released for the respective site by the Purchaser to the single successful bidder only.

viii. **BILLING BREAK-UP (BBU):**

- For each item of SOR 1 to 5, the BBU shall be prepared in the same SOR format (Item name, UoM, Quantity, unit Ex Works price, GST, Total price etc) and the sum of all billing break- up item prices shall be equivalent to the each respective SOR's with discounted rate during negotiations (If applicable).
- No BBU items can be created at the BBU stage for the SOR line items which have been quoted by the contractor as Zero during the bidding stage.
- The Contractor would be required to provide detailed Bill of Quantity (BOQ) along with the breakup of Contract Price (including GST) and HSN code of the respective goods/services, which should match with the Price Quoted by the Contractor in its Price Bids and accepted by the DHBVN after detailed design and engineering and duly approved by Purchaser. **This will be used by the Purchaser at the time of payment to the Contractor.** Accordingly, bidders should diligently quote the GST component in the bid.
- Purchaser shall reimburse the amount of GST as per the rates mentioned by Contractor in the detailed BOQ. In case of any statutory variation in GST during the currency of the Contract, same will be reimbursed to the Contractor subject to the statutory variation clause of the Bidding document, only in respect of the items/quantity which have been mentioned by the Contractor in the detailed BOQ.
- If there is difference in HSN/SAC classification and corresponding rate of GST of an item as confirmed/deemed confirmed by the bidder in its bid/detailed BOQ and HSN/SAC and corresponding rate of GST as interpreted under any interpretation/ judgment/ Notification/ Circular issued under the GST law before the award of contract, GST reimbursable to the bidder/Bidder shall be lower of the GST applicable at the rate as confirmed/deemed confirmed in the bid or actual GST paid/payable by

the bidder for that item.

- In case of imported Equipment/items purchased from third party (Bought-Out Items) are supplied to the DHBVN in execution of the Project, the price of such Goods shall be inclusive of all cost as well as any duties paid/payable in relation to import/purchase of such goods (viz., customs duties, GST & levies etc.) considering and taking into account the ITC as may be available under the applicable laws including GST.
- In case of any statutory variation in GST during the currency of the Contract, same will be reimbursed to the Contractor only in respect of the taxes which are levied during the direct transaction held between DHBVN and the Bidder. Any statutory variation applicable in respect of the items/services procurement between third party/sub-contractor and the bidder would not be reimbursed by DHBVN. The successful bidder will be required to provide the detailed Billing break up (BBU) with GST in line with Schedule of Rates.
- Schedule of Rates is the Schedule and Breakup of Lump sum Price (Supply, Mandatory spares, Services, and Annual Maintenance) for quoted cumulative capacity by bidder but minimum 2.25 MW (AC).

NOTE:- Price of AMC for evaluation of Bid shall be considered for Five (05) years as per Schedule of Rates for AMC (SOR-3). Initially, AMC shall be placed for 5 years from date of Operational Acceptance at the sole discretionary of DHBVN, as per the scope, terms and conditions given in the Tender documents and rates as per Schedule of Rates for AMC (SOR-3).

[F] – LETTER OF AWARD & CONTRACT AGREEMENT

35 NEGOTIATION AND AWARD OF CONTRACT

NEGOTIATION

In the opinion of DHBVN, if the total price or certain item rates quoted by the Lowest Bidder are considered high, DHBVN may invite the Lowest Bidder for price negotiation. Lowest Bidder shall attend such negotiation meetings and if requested by DHBVN, bidder shall provide the analysis of rates/ break-up of amount quoted by him for any or all items of Schedule of Rates to demonstrate the reasonability.

AWARD OF CONTRACT

The purchaser will award the contract to the successful bidder, whose bid has been determined to be substantially responsive and has been determined as the lowest

evaluated bid after negotiations, provided further that the bidder is determined to be qualified to perform the contract satisfactorily. The purchaser shall be the sole judge in this regard.

36 LETTER OF AWARD

There will be separate LOA/contract agreements for Four different sites with the single successful bidder. The Total Price of EPC (supply, service and mandatory spares) and AMC will be converted into per MW (AC) Price. Based on the per MW (AC) Price of L-1 bidder, the site wise EPC and AMC Price will be calculated by multiplying the per MW (AC) Price with the respective site capacity quoted by bidder. Accordingly, 4 (Four) different EPC and AMC, Letter of Award (LOA) /Contract Agreement will be released for the respective site by the Purchaser to the single successful bidder only.

- 36.1 Prior to the expiration of the period of bid validity and extended validity period, if any, the purchaser will notify the successful bidder in writing by registered letter or by email, to be confirmed in writing by registered letter, that its bid has been accepted. The Letter of award will constitute the formation of the contract.
- 36.2 Contract Period shall commence from the date of “Letter of Award or as mentioned in the Letter of Award. The “Letter of Award” will constitute the formation of a Contract, until the Contract has been affected pursuant to signing of Contract.
- 36.3 “Letter of Award (LOA) shall be issued to successful bidder in duplicate. The successful bidder is required to return its duplicate copy duly signed and stamped on each page including all the Annexures as a token of acknowledgement within 07 (Seven) days from the date of its issuance including all the Annexures as a token of acceptance.
- 36.4 In case the successful bidder fails to acknowledge the acceptance of “Letter of Award (LOA)”, same will be treated as a case of non-responsiveness & default and DHBVN may take suitable action to get the project successfully executed. Same may constitute sufficient grounds for the forfeiture of EMD, if applicable may annul the entire Tendering process at its sole discretion.
- 36.5 In case of Non-responsive / Non acceptance to the Letter of Award or Conditional Acceptance or non-submission of timely Performance Security by the successful bidder, DHBVN at its sole discretion may take appropriate actions with the forfeiture of EMD, if applicable & may annul the entire Tendering process at its sole discretion.

37 SIGNING OF CONTRACT AGREEMENT

- 37.1 The successful Bidder/ Contractor shall be required to execute the 'Contract Agreement' with purchaser on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/ Contractor] and of 'Hisar' specified in Bidding Data Sheet (BDS) only, within '30 [Thirty] days' of issuance of the "Letter of Award (LOA)". The value of stamp paper will be INR 100/-.
- 37.2 In case the successful bidder fails to execute the 'Contract Agreement' same will be treated as a case of non-responsiveness & default and DHBVN may take suitable action to get the project successfully executed. Same may constitute sufficient grounds for the forfeiture of EMD, if applicable.
- 37.3 In case of Non-responsive/Non acceptance to the Letter of Award or Conditional Acceptance or non-submission of timely Performance Security by the successful bidder, DHBVN at its sole discretion may take appropriate actions with the forfeiture of EMD, if applicable & may annul the entire Tendering process at its sole discretion.

39 INCOME TAX & CORPORATE TAX

- 39.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
- 39.2 Corporate Tax liability, if any, shall be to the contractor's account.
- 39.3 TDS under GST as may be applicable shall be deducted as per law of Government of India in vogue.

39.4 MENTIONING OF PAN NO. IN INVOICE/ BILL

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods/ services/ works/ consultancy services exceeding INR 2 Lacs per transaction.

Accordingly, Bidder/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding INR 2 Lacs. As provided in the notification, in case Bidder/ contractor/ service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of Bidder/ contractor / service provider/ consultant shall be processed only

after fulfilment of above requirement.

40 SETTLEMENT OF DISPUTES

- 40.1 Any dispute (s) or difference (s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.
- 40.2 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the contractor, arising out of the Contract for the performance of the works whether during the progress for the works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the Site-in-charge, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the Contractor.
- 40.3 Unless as hereinafter provided, such decision in respect of any matter so referred shall be final and binding upon the parties until the completion of the works and shall forthwith be given effect to by the Contractor who shall proceed with the works with all due diligence, whether he or the Purchaser requires arbitration as hereinafter provided or not.
- 40.4 If after the Site-in-charge has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.
- 40.5 In the event of the Site-in-charge failing to notify his decision as aforesaid within thirty (30) days after being requested aforesaid, or in the event of either the owner or the Contractor being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty (30) days, as the case may be, either party may require that the matters in dispute be referred to arbitration as hereinafter provided.

41 ARBITRATION

- 41.1 All disputes or differences in respect of which the decision, if any, of the site-In Charge has not become final or binding as aforesaid shall be settled by arbitration in the manner herein after provided.
- 41.2 If at any time question, dispute or difference whatsoever, shall arise between the Purchaser and the Supplier, upon or in relation to or in connection with the Contract either party may forthwith give to the other, notice in writing of the

existence of such question, dispute or difference and the same shall be referred to award of an arbitral tribunal, whose decision shall be final and binding on the parties and the provisions of The Arbitration and Conciliation Act, 1996 and of the rules thereunder and any statutory amendment/modification of reenactment thereof, for the time being in-force, shall be deemed to apply to and be incorporated in the contract. Arbitral Tribunal shall comprise 'N' No. of Arbitrators where 'N' shall be an odd number. $(N-1)/2$ No. of Arbitrator shall be appointed by the Supplier and Purchaser each and the remaining 1(one) No. Arbitrator shall be appointed by the aforementioned N-1 Arbitrators who shall act as the Presiding Arbitrator. In case $N=1$, the sole Arbitrator will be appointed with mutual consent of Supplier and the Purchaser. The arbitration proceedings shall be conducted at a place suitable to the Purchaser.

- 41.3 Such a notice of the existence of any question, dispute or difference in connection with contract shall be served by either party within 180 days or the issue of receipt by the consignee for each consignment failing which all rights and claims under this contract shall be deemed to have been forfeited and absolutely barred.
- 41.4 In case the order is placed on any Central Govt. Department or CPSU, settlement of disputes will be effected as per Deptt. of Public Enterprises, Ministry of Heavy Industries & Public Enterprises, GOI, OM No. F No. 4(1)/2013-DPE (PMA)/FTS1835 dated 11.04.2017. In case of the orders placed on any State Govt. Deptt. or State Govt. Public Enterprise, dispute can be settled through Arbitration as per above mentioned OM dated 11.04.2017 as per mutual agreement between DHBVN and that State Govt. Deptt. /Public Enterprise.
- 41.5 The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable by the purchaser shall be withheld on account of such proceedings.
- 41.6 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the contract.

42 POWER OF ATTORNEY

- 42.1 The bidders shall be required to submit the Power of Attorney (POA), in original, in addition to submission of a copy in e-procurement portal along with the e-Bid, in the name of authorized signatory signing the Bid on behalf of the bidder's company / firm and subsequent submissions on behalf of the Bidder. However, in case of General Power of Attorney, photocopy duly notarized / signed by any Functional

Director in the Board of Directors is also acceptable. Non submission of POA in Original shall lead to rejection of the e-Bid (Annexure - 10).

- 42.2 The cancellation of any document such as Power of Attorney, Partnership Deed, etc. should be promptly communicated by the Bidder to the Purchaser in writing well in time, failing which Purchaser shall have no responsibility or liability for any action taken by Purchaser on the strength of the said documents.

43 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority which is the Registration Committee constituted by the Department for Promotion of Industry & Internal Trade (DPIIT) in line with the MoF OM No 6/18/2019-PPD dated 23.07.2020.

Further the successful bidder shall not be allowed to subcontract supplies/services/works to any “Sub-contractor” under “Service Part”, from a country which shares a land border with India unless such Subcontractor is registered with the competent as mentioned above.

The Contractor shall not be allowed to sub-contract works to any sub-contractor/ sub-vendor from a country which shares a land border with India unless such subcontractor is registered with the competent Authority. However, the same shall not be applicable for “Supply Part”.

However, the said requirement of registration will not apply to bidders/sub- contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.

SECTION - III

BID DATA SHEETS (BDS)

**ANNEXURE TO BID DATA SHEET (BDS) QUALIFYING
REQUIREMENTS**

QUALIFYING REQUIREMENTS (QR)

Eligibility conditions set forth in the tender document are as per minimum 2.25 MW (AC) cumulative capacity basis only. Bidders are required to quote accordingly for the complete cumulative capacity of minimum 2.25 MW (AC) on Lumpsum Turnkey (LSTK). However, bidders can quote cumulative capacity higher than 2.25 MW (AC), based upon site survey by them prior to bid submission.

Qualification of the bidder(s) will be based on meeting the minimum eligibility criteria specified below regarding the Bidder's General Eligibility, Technical Experience and Financial Position as demonstrated by the Bidder's responses in the corresponding Bid documents.

1.1 GENERAL ELIGIBILITY CRITERIA

- i. The Bidder shall be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto. A copy of certificate of incorporation shall be furnished along with the bid in support of above.
- ii. Bidders who have been banned/ de-listed/ black listed/ debarred from business by Ministry of New & Renewable Energy (MNRE)/Central Government Department/PSU's /State Govt Department shall be ineligible to bid.
- iii. **Joint Venture & Consortium are not eligible for this tender.**

1.2 TECHNICAL ELIGIBILITY CRITERIA

1.2.1 Route-I

IA. The bidder should have experience in EPC execution of **Grid Connected Solar Projects on Turnkey basis** including its Design, Supply, Installation and Commissioning of Solar PV Power Plant of Cumulative Capacity not less than 10 (Ten) MW (AC) in last seven financial years as on last date of bid submission. However, such Grid connected Solar PV Power Plant capacity must have been in satisfactory operation for at least Six (6) months prior to the last date of bid submission.

AND

IB. Out of the above, the bidder should have experience in EPC execution of **Grid Connected Solar PV Power Projects on Turnkey basis** including its Design, supply, installation & commissioning of at least 01 (One) Grid connected Solar PV Power Plant Projects having an individual **capacity of 2 (Two) MW (AC) or above**

in last seven financial years as on last date of bid submission. However, such Grid connected Solar PV Power Plant capacity must have been in satisfactory operation for at least Six (6) months prior to the last date of bid submission.

OR

Route II

IIA. The bidder must have experience in **execution of Grid Connected Solar PV Power Projects** as a Developer of Grid-connected Solar PV Power Plant(s) of cumulative Capacity not less than 10 (Ten) MW (AC) in last seven financial years as on last date of bid submission. However, such Grid connected Solar PV Power Plant capacity must have been in satisfactory operation for at least Six (6) months prior to the last date of bid submission.

AND

IIB. The bidder must have experience in **execution of Grid Connected Solar PV Power Projects** as a Developer of at least 01 (One) Grid connected Solar PV Power Plant Projects having an **individual capacity of 2 (Two) MW (AC) or above** in last seven financial years and till last date of bid submission. However, such Grid connected Solar PV Power Plant capacity must have been in satisfactory operation for at least Six (6) months prior to the last date of bid submission.

1.2.2 DOCUMENTS IN SUPPORT OF TECHNICAL EXPERIENCE AND PERFORMANCE BIDDER ARE REQUIRED TO SUBMIT:

a) The list of projects commissioned at least Six (6) months prior to the last date of Bid Submission in last seven Financial year, indicating whether the project is grid connected, along with a scanned copy of the Commissioning certificate and Work order / Contract / Agreement/LOI from the Client (or Owner) shall be submitted in support of Clause 1.2 above.

The said certificate shall preferably indicate the following.

- i. Full Name & Address of Client and Engineer-In-Charge/Officer.
- ii. Reference to relevant work order.
- iii. Date of actual completion.
- iv. A certificate from the client stating that the work has been completed satisfactorily.

b) The Performance Certificate must have been issued for a minimum duration of

Six (6) months from the date of commissioning in last seven Financial year.

The Performance Certificate/Joint meter reading (JMR) reports shall have been issued by any state/ central owned agencies or state power departments or authorized representative of Power off taker (Discom/Private Power purchaser).

c) Bidder also to fill their technical experience as per Annexure

1.3 FINANCIAL CRITERIA

The minimum average annual financial turnover during the last 3 year, ending 31st March for the previous financial year should be at least Rs 25 Cr (Rs Twenty Five Crores Only). Minimum Average Annual Turnover shall mean Revenue from Operations as incorporated in the profit & loss account excluding other income, e.g. sale of fixed assets. A summarized sheet of average turnover, certified by a practicing Chartered Accountant/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts

AND

Net Worth” of the Bidder shall be calculated as per Company Act 2013. The net worth for the last financial year should be **positive**.

AND

The prospective bidder should furnish requisite Audited Financial Results viz Profitability (Profit & Loss Account Statement), Net worth, Turnover, Balance sheet duly certified by authorized Chartered Accountant/equivalent certifying authority of last 3 consecutive accounting/financial years ending 31st March indicating that they have financial capability, established resources and working capital to meet the financial obligations pursuant to the execution of the contract taking into account other existing commitments and qualify the minimum requirements as above.

Bidder is to submit “Details of Financial capability of Bidder” as per Annexure shall be duly signed and stamped by a Chartered Accountant.

Note: - The definition of Net-Worth shall be as below:

“**Net worth**” means the aggregate value of the paid-up share capital and all reserves created out of the profits, securities premium account and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

Sr. No.	Description	As shown in Audited Financial Statement	
		Figure (In Currency _____)	Schedule Reference, Page no., Clause no.
A	Paid up Share capital	XXXX	
B	Add: Share Application Money pending allotment	XXX	
C	Add: Reserves (As defined above)	XXXX	
D	Less: Accumulated Losses	XX	
E	Less: Deferred Revenue Expenditure to the extent not written off	<u>XX</u>	
F	Net Worth (A+B+C-D-E)	<u>XXXX</u>	

1.4 DOCUMENTS TO BE SUBMITTED BY BIDDER TOWARDS MEETING THE GENERAL ELIGIBILITY, TECHNICAL AND FINANCIAL CRITERIA AS ABOVE

BIDDERS RESPONSIBILITY:

It is bidder's prime responsibility to submit genuine and authentic documents. No amount of checking or verification by the Purchaser shall absolve bidder from his responsibility. Moreover, the bidder's organization is responsible for any and all actions of their employees and any claims seeking to pinpoint the blame on some employee of bidder and attempting to absolve the bidder's organization will not be entertained. Wherever Purchaser has concern or apprehensions regarding the authenticity/correctness of any document, Purchaser reserves the right to get the documents cross-verified from the document issuing authority.

Any additional documents other than what are specifically asked in various sections of the bidding document, if deemed necessary to establish the qualifying requirements may be submitted by the Bidder on their own.

NOTE:-

1. Failure to meet the above Qualification Criteria will render the Bid to be summarily rejected. Therefore, the Bidder shall in their own interest furnish complete documentary evidence in the first instance itself along with their bid, in support of their fulfilling the Qualification Criteria as mentioned above and other techno-commercial requirements as per bidding document modified to the extent of Amendments, if any.
2. Bidder to give a declaration regarding their existing Litigation/Arbitration, if any. However, submission of these existing litigation details may not be a reason for disqualification. In case, if declaration is not submitted, the bid will be rejected as non-responsive.
3. In case of Litigation/Arbitration, bidder to confirm that the current Litigation/ Arbitration, in which bidder is involved, will not have any impact in work being tendered or in entering into contract during the validity of offer and performing the contract till all the contractual obligations under contract are performed.
4. The Bidder shall submit a self-attested undertaking on the letter head by the person holding power of attorney of the Bidder as per the format.