

Tender No. NEPL/FY26-27/RFP/Design & SITC of Solar High mast/RKJL

Request for Proposal (RFP) for Engagement of Agency/Firm for Design, Supply, Installation, Testing and Commissioning of 12.5 m Solar High Mast Lighting System Complete in all respects along with Comprehensive Maintenance Contract (CMC) on a rate contract basis.

BID SUMMARY		
(i)	Last date and time for receipt of Bidding Documents	09 October 2026 up to 15:00 Hour
(ii)	Date and Time of Opening of Bids	09 October 2026 at 17:00 Hour
(iii)	Place of Opening of Bids	Unit No.: 324, 3rd Floor, D21 – Corporate Park, Sector-21, Dwarka-110077, New Delhi.

Note: – Bids will be opened in the presence of bidders who choose to attend as above.

NHIT Eastern Projects Private Limited

Unit No.: 325, 3rd Floor, D21 – Corporate Park,
Sector-21, Dwarka –110077, New Delhi

Email: tender@nhit.co.in

Date: 29.09.2026

Official Email Id for this RFP– cpclgmc.proc@cpcmail.in & technical.nhipmpl@nhai.org

Section 1 - Notice Inviting Tender (NIT)

Type of bidding: Competitive Bidding (CB)

Mode of bidding: Online/E-bidding

NHIT Eastern Projects Private Limited (NEPPL) invites Request for Proposal (RFP) for Design, Supply, Installation, Testing and Commissioning of 12.5 m Solar High Mast Lighting System Complete in all respects along with Comprehensive Maintenance on a rate contract basis.

The Schedule of Events is given below:

Sl. No.	Events	Schedule
1.	Date of publication of Request for Proposal (RFP) on NHIT Website	29.09.2026
2.	Due date and time for receipt of pre-bid queries	05.10.2026, Time: 05:00 PM
3.	Pre-bid meeting through online mode. Meeting invite link will be shared separately	07.10.2026, Time 03:00 PM
4.	Due date and time for submission of online copies of Technical Bid and Price Bid via email	09.10.2026, Time: 03:00 PM
5.	Collection of Technical bid password through online mode	09.10.2026, Time: 05.00PM
6.	Results of Technical evaluation to be uploaded in portal	Will be intimated later
7.	Collection of financial bid password through online mode	Will be intimated later

The RFP providing requisite details about the bidding process shall be made available on the NEPPL (herein referred as Authority) Website (<https://nhit.co.in/procurement-tender/>) on or before the due date mentioned above. The Bidders may write to us at the email id cpclgmc.proc@cpccmail.in and technical.nhipmpl@nhai.org at any time during the office hours for any additional information in respect of above RFP.

Note: NEPPL/GMC reserves all the right to annul the bidding process and invite fresh Bids without liability or obligation for such invitation and without assigning any reasons.

GM Procurement, NWPPL
SPV under NHIT

Disclaimer

To whomsoever it may concern, kindly note the following:

1. This RFP is meant for the exclusive purpose of bidding against this **Tender No. NEPPL/FY26-27/RFP/Design & SITC of Solar High mast/RKJL** and shall not be transferred, reproduced, or otherwise used for purposes other than that for which it is specifically issued.
2. Though adequate care has been taken for the preparation of this RFP, the Bidder shall satisfy itself that the RFP is complete in all respect. Intimation of any discrepancy shall be given to NEPPL/GMC immediately. If no intimation is received from any Bidder, it shall be considered that the RFP is complete in all respects and has been accepted by the Bidder.
3. NEPPL/GMC reserves all the right to modify, amend, or supplement this RFP by issuing Addendum from time to time in the interest of the Project.
4. NEPPL/GMC reserves all the right to extend the timelines mentioned in the Schedule of Events of NIT by issuing Corrigendum from time to time in the interest of the Project.
5. While the RFP has been prepared in good faith, neither NEPPL/GMC nor NEPPL/GMC employees or advisors make any representation, warranty, express or implied or accept any responsibility or liability, whatsoever, in respect of any statements or omissions or absence herein, or the accuracy, completeness or reliability of the information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability, and completeness of this RFP, even if any loss or damage is caused by any act or omission on NEPPL/GMC part.

Interpretation

In the Bidding Document and Work Order, except where the context requires otherwise:

- 1.1.1. words indicating one gender include all genders;
- 1.1.2. words indicating the singular also include the plural and words indicating the plural also include the singular;
- 1.1.3. provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
- 1.1.4. “written” or “in writing” means hand-written, type-written, printed, or electronically made, and resulting in a permanent record; and
- 1.1.5. The marginal words and other headings shall not be taken into consideration in the interpretation of these conditions.
- 1.1.6. The terms “Bidder”, “Successful Bidder”, “Agency”, “Contractor” and “Supplier” wherever used in this RFP shall, after award, mean the Successful Bidder to whom the Work Order is issued; the terms “Buyer”, “Employer” and “Authority” (where used for the procuring entity) shall mean NEPPL; “NHAI” means the National Highways Authority of India; “IE” means the Independent Engineer appointed under the Concession Agreement, presently M/s L.N. Malviya Infra Projects Pvt. Ltd.; and “COS Order” means Change of Scope Order No. 2 issued by NHAI, PIU-Jabalpur vide letter No. NHAI/PIU-JBP/InvIT RKJL/2026/29910 dated 18.08.2026;
- 1.1.7. In case of any conflict between this RFP and the COS Order (including its Annexure-B technical specifications), the more stringent requirement shall prevail.

Table of Contents

Details of Request for Proposal

This RFP comprises the NIT, Disclaimer, Interpretation and seven (7) Sections, grouped as follows:

- (a) Part I – Section 1 (Instructions to Bidders) – general information and instructions for the Bidders such as the time and mode of submission and opening of Bids, validity period of Bids, evaluation and award.
- (b) Part II – Section 2 (Bid Data Sheet), Section 3 (Scope of Work and Technical Specifications) and Section 4 (Qualification Requirements).
- (c) Part III – Section 5 (General Conditions of Contract), which shall form part of the Work Order.
- (d) Part IV – Section 6 (Special Conditions of Contract), which shall form part of the Work Order.
- (e) Part V – Section 7 (Annexure) – Bid Forms, LOI Forms and sample format of CMC.

Section-1

Instruction to Bidders (ITB)

Section 1 (ITB) provides general overview and contents of RFP along with the preparation, submission, opening, evaluation, comparison of Bids, issuance of Letter of Intent and Work Order, etc. Section 1 (ITB) shall be read in conjunction with Section 2 (BDS) and other provisions listed therein, shall be a complete document expressing all terms and conditions. In case of any interpretation issues, Section 2 (BDS) including any associated Addendum, Corrigendum and Clarification will supersede Section 1 (ITB).

1.1. General: -

- A. The Bidder observes the highest standard of ethics all the time.
- B. NEPPL defines, for the purposes of this provision, the terms set forth below as follows –
 - 1. "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another Party.
 - 2. "Fraudulent Practice" means any act or omission including a misrepresentation that knowingly or recklessly misleads or attempts to mislead a Party to obtain a financial or other benefit or to avoid an obligation;
 - 3. "Coercive Practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any Party or the property of a Party to influence improperly the actions of the other Party;
 - 4. "Collusive Practice" means an arrangement between two or more Parties designed to achieve an improper purpose, including influencing improperly the actions of other Party;
 - 5. "Obstructive Practice" means (i) deliberately destroying, falsifying, altering or concealing evidence material to an investigation, or making false statements to investigators, in order to materially impede an investigation into allegations of any Corrupt, Fraudulent, Coercive or Collusive Practice, or threatening, harassing or intimidating any Party to prevent it from disclosing its knowledge of matters relevant to such investigation; or (ii) any act intended to materially impede the exercise of NEPPL's inspection and audit rights;
- C. NEPPL will reject a Bid if it determines that the Bidder has, directly or indirectly through an agent, engaged in Integrity Violation including but not limited to any Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice and Obstructive Practice.
- D. NEPPL will impose remedial actions on any Bidder or an individual, at any time, in accordance with its policies and guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in NEPPL -managed, -administered, or -supported activities or to benefit from an NEPPL -managed, -administered, or -supported, financially or otherwise, if it at any time determines that the Bidder or individual has, directly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice, Obstructive Practice or Integrity Violation; and
- E. NEPPL will have the right to inspect the accounts, records, other documents, etc. of the Bidders and relating to the Bid submission and to have them audited at any point in time.

1.2. Contents of the RFP: -

A. Sections of the RFP

- 1. The RFP consists of the following Sections as indicated below and should be read in

conjunction with the NIT and any Addendum, Corrigendum and Clarification.

- i. Exhibits
 - a. Definitions
 - b. Interpretations
 - ii. Section 1 – Instructions to Bidders (ITB)
 - iii. Section 2 – Bid Data Sheet (BDS)
 - iv. Section 3 –Scope of Work (SOW)
 - v. Section 4 –Qualification Requirement (QR)
 - vi. Section 5 – General Conditions of Contract (GCC)
 - vii. Section 6 – Special Conditions of Contract (SCC)
 - viii. Section 7 – Annexure
2. NEPPL is not responsible for the completeness of the Bidding Document if they were not obtained directly from the website of NEPPL.
 3. The Bidder is expected to examine the complete Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

B. Clarification, Addendum and Corrigendum on RFP: -

1. A prospective Bidder requiring any clarification on the RFP shall contact at **official Email id (cpclgmc.proc@cpcmail.in)**.
2. Any modification to the RFP shall be made by NEPPL exclusively through the issue of an Addendum.
3. At any time, prior to the deadline for submission of Bids, NEPPL may issue an Addendum, Corrigendum and Clarification.
4. NEPPL may, at its discretion, extend the deadline for the submission of Bids by issuing a Corrigendum in order to give prospective Bidders reasonable time in preparing their Bids. At any point in time, the latest Corrigendum will supersede the Schedule of Events mentioned in the NIT or any previously issued Corrigendum.
5. NEPPL may, at its discretion, modify or change any specific provisions of terms and conditions of the RFP or any Addendum issued previously by issuing an Addendum for such specific provisions. At any point in time, the provisions provided against a specific Clause in the latest Addendum shall supersede such provisions already provided in the RFP or any previously issued Addendum.

C. Preparation of Bids: –**Cost for preparation of Bid: –**

The Bidder shall bear all the costs associated with the preparation and submission of the Bid in online mode only, and NEPPL shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Documents comprising the Bid: –

1. The Bid shall comprise of the Technical Bid and Price Bid. The Technical Bid and Price Bid shall be submitted online with Password protected/encrypted, as per all the terms and conditions of the Bidding Document.
2. The online Password protected/encrypted submission of the Technical Bid shall comprise the following: –

Bid Form	Particulars
Bid Form 2 (Cost of Bid)	(Not Applicable)
Bid Form 3 (Bid Security)	Copy of the “Demand Draft” or “Fixed Deposit Receipt” or “Bank Guarantee” for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards “Bid Security”. In case of a Demand Draft, it shall be issued in favour of NEPPL, Delhi. In case of a Fixed Deposit Receipt, it shall be pledged in favour of NEPPL, Delhi and unconditionally discharged on demand. The Bidders must note that in case of absence of the endorsement that “This Fixed Deposit Receipt shall be unconditionally discharged in favour of NEPPL, Delhi on demand” on the back of the Fixed Deposit Receipt, such Bid Security shall be liable for rejection. In case of a Bank Guarantee, it shall be issued in favour of NEPPL, Delhi with an expiry date and a claim date as mentioned in Section 2 (BDS). This shall be payable by all the Bidders, subject to any exemption as provided in Section 2 (BDS). In case of an exempt as admissible, the copy of the proof of exemption issued by an appropriate government authority (as applicable) shall be submitted. This shall be a refundable fee, subject to the various provisions mentioned in ITB Clause 1.3.7. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 3 of Section 7 (Annexure).
Bid Form 4 (Power of Attorney)	Copy of the “Power of Attorney” issued in the name of the Authorized Signatory of the Bidder supported by the required Board Resolution for submitting the Bid on behalf of the Bidder. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 4 of Section 7 (Annexure).
Bid Form 5 (Covering Letter of	Copy of the “Covering Letter of Technical Bid” duly signed by the Authorized Signatory and stamped by the Bidder to unconditionally accept all terms of the Bidding Document along with an undertaking of select clauses of the Bidding

Bid Form	Particulars
Technical Bid)	Document. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 5 of Section 7 (Annexure).
Bid Form 6 (Technical Qualification)	Copy of the “ Technical Qualification ” certificate duly signed by the Authorized Signatory and stamped by the Bidder citing the Bidder’s technical qualification pursuant to the requirements mentioned under Section 4 (QR). This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 6 of Section 7 (Annexure).
Bid Form 7 (Financial Qualification)	Copy of the “ Financial Qualification ” certificate duly signed and stamped by a chartered accountant citing the Bidder’s financial qualification pursuant to the requirements mentioned under Section 4 (QR). This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 7 of Section 7 (Annexure).
Bid Form 7 B	Bank Certificate
Bid Form 8 (Test Certificates)	Copy of the declaration of the “ Test Certificates ” for the Equipment as issued in the name of the OEM and/or Bidder from any valid MNRE/ NABL/ BIS accredited test labs as mentioned in QR Clause 4.2.1 and in line with Bid Form 8 of Section 7 (Annexure) This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 8 of Section 7 (Annexure).
Bid Form 9 (Self-certificate)	Copy of the declaration of the “ Self-certificate ” duly signed by the Authorized Signatory and stamped by the Bidder to declare that it has not been debarred/ blacklisted/ defaulted by any Government, agency, Public Sector Undertaking (PSU), institution/ autonomous organizations in the past. In case of any such events, Bidder shall provide the case details and its current status in the format therein. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 9 of Section 7 (Annexure).
Bid Form 10 (Undertaking for Indigenousness)	Copy of the “ Undertaking for Indigenousness ” certificate duly signed by the Authorized Signatory and stamped by the Bidder to showcase the use of indigenously manufactured solar photovoltaic modules to be supplied during the execution of the Work Order. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 10 of Section 7 (Annexure).
Bid Form 12 (Registration details)	Copy of the relevant documents issued by an appropriate Government authority in India. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 12 of Section 7 (Annexure).
Bid Form 13 (PAN)	Copy of the PAN card of the Bidder. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 13 of Section 7 (Annexure).
Bid Form 14	Copy of the “ GST Certificate ” of the Bidder.
(GST Certificate)	This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 14 of Section 7 (Annexure).
Bid Form 15 (Income Tax Return)	Copy of the last three (3) assessment year’s “ Income Tax Return ” filing document. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 15 of Section 7 (Annexure).

Bid Form	Particulars
Bid Form 16 (Quality Assurance)	Copy of the declaration of “ Quality Assurance ” of the Bidder. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 16 of Section 7 (Annexure).
Bid Form 17 (Summary of the Bidder)	Copy of the “ Summary of the Technical Bid ” in Microsoft .xls or .xlsx format as per the checklist given therein. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 17 of Section 7 (Annexure).

3. The Price Bid shall comprise the following: -

Bid Form	Particulars
Bid Form 18 (Covering Letter of Price Bid)	Copy of the “ Covering Letter of Price Bid ” duly signed by the Authorized Signatory and stamped by the Bidder to unconditionally accept all terms of the Bidding Document. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 18 of Section 7 (Annexure).
Bid Form 19	Copy of the “ Price Bid ” duly signed by the Authorized Signatory and stamped by the Bidder mentioning the Total Price for the Bid. This is a mandatory submission and shall be submitted in Microsoft xls. or .xlsx format only with password protected as per the requirements given in Bid Form 19 of Section 7 (Annexure).

4. For online submission of the Technical Bid and Price Bid, the Bidder shall submit each Bid Form as a separate copy and name the Bid Form as given under the column “**Bid Form**”. For example, the name of the online copy while uploading Form 1 shall be “**Bid Form 2 (Cost of Bid)**” to be submitted either in .pdf or .jpg or .jpeg format.

5. In case a submission is a mandatory submission as per all terms of the Bidding Document then the Bidder shall adhere to the same, else the Bids shall be liable for rejection.

Bid Prices: -

1. The Bidder shall fill in the Price Bid in line with the instructions mentioned in the Price Bid format as given under Bid Form 19.
2. The Bid prices in the Price Bid shall be made at FOR destination at Project site basis, which means that the Bidder shall be responsible for bringing all Equipment to be used in this Project and maintain it in their safe custody until the Acceptance of the Project is completed with the issuance of Acceptance Certificate and beyond that during the CMC Period as per the terms and conditions of the RFP.

Currencies of Bid and Payment: -

1. The Price Bid shall be quoted by the Bidder entirely in the currency “Indian Rupees” or “INR”.

Period of Validity of Bids: -

1. Bids shall remain valid for the time period as specified in Section 2 (BDS) after the last date of Bid submission as prescribed in the NIT or its subsequent Corrigendum. A Bid valid for a shorter period than the above shall be liable for rejection by NEPPL.

Bid Security: -

1. The Bidder shall furnish Bid Security as per the Bid Form 3.
2. The Bid Security of Unsuccessful Bidders shall be returned within a maximum time period of thirty (30) Days upon the Successful Bidder submitting the required Performance Security.
3. The Bid Security of the Successful Bidder shall be returned within a maximum time period of thirty (30) Days upon the Successful Bidder submitting the required Performance Security.
4. The Bid Security shall be forfeited,
 - a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the respective Covering Letters of Technical Bid and Price Bid; or
 - b) if the Successful Bidder fails to
 - i. accept the Letter of Intent/ Work Order
 - ii. furnish the Performance Security or
 - iii. accept the arithmetical correction of its Price Bid

D. Submission and Opening of Bids

Sealing and Marking of Bids: -

1. The Technical Bid and Price Bid shall be submitted through online mode only on official Email Id with password protected file as per the procedures mentioned in Section 2 (BDS).

E. Deadline for submission of Bids: -

1. The Bids must be submitted to NEPPL/GMC on official Email id (cpclgmc.proc@cpcmail.in) only and no later than the date and time indicated in the NIT or any Corrigendum.
2. NEPPL may, at its discretion, extend the deadline for the submission of Bids through the publication of a Corrigendum in which case all rights and obligations of NEPPL and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

F. Acceptance/ rejection of the Bids: -

1. The Bids submitted by the Bidders shall be liable for rejection in case
 - a) Any incomplete or non-submission of any mandatory Bid Form or document mentioned under online or hardcopy submission of Technical Bid pursuant to ITB Clause 1.3.3.3.
 - b) Any incomplete or non-submission of any mandatory Bid Form or document mentioned under the online submission of Price Bid pursuant to ITB Clause 1.3.3.4.
 - c) Canvassing in any manner shall not be entertained and will be viewed seriously and shall be liable for rejection.
 - d) Non-Password protected bids shall also be liable for rejection.

G. Bid Opening

Technical Bid (Online)

Online Technical Bid: -

- i. The online Technical Bids and the details of the opening of bids shall notified to the bidders through mail id (cpclgmc.proc@cpcmail.in) as per the timelines mentioned in the NIT or any Corrigendum.
- ii. Bidders shall share password of their technical bids upon receipt of such communication.

Price Bid (online):

- a) Upon declaration of Technically responsive bidders, bidders will be asked to furnish password for the opening of their Financial bids. Upon receipt of such communication through cpclgmc.proc@cpcmail.in as per the timelines mentioned in the NIT or any Corrigendum, bidders shall share password for opening of their financial bids.

H. Evaluation and Comparison of Bids

Confidentiality

1. Information relating to the examination, evaluation, comparison, and post qualification of Bids and recommendation for the issue of Work Order, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on the issuance of Work Order is communicated to all Bidders, unless it is specifically required by NEPL to do such disclosure as per the specific requirements.

I. Examination of Technical Bids: -

1. NEPL shall examine the Technical Bid to confirm that all documents and information requested in ITB Clause 1.3.3.2 for online submission have been provided in order to assess the completeness of the Technical Bid.
2. The Technical Bids shall be evaluated on a pass/ fail basis against the requirements of Section 4 (QR). NEPL may seek clarifications from any Bidder on its Technical Bid; however, no change in the substance of the Bid or in the price shall be sought, offered or permitted.
3. The Price Bids of only those Bidders who are found technically qualified shall be opened. The Price Bids shall be evaluated on the basis of the Total Price (C) per unit quoted in Bid Form 19 multiplied by the total quantity of twelve (12) nos., and the Bidder quoting the lowest evaluated Total Price shall be declared as L1.
4. Arithmetical errors shall be corrected as follows: where there is a discrepancy between the unit rate and the total amount, the unit rate shall prevail; and where there is a discrepancy between the amount in words and in figures, the amount in words shall prevail. A Bidder not accepting such correction shall be rejected and its Bid Security forfeited.
5. In case two or more Bidders quote the same lowest evaluated Total Price, the Bidder having the higher average annual turnover under QR Clause 4.4.1 shall be declared L1.
6. Where the quoted price of the L1 Bidder is abnormally low (i.e. more than twenty percent (20%) below the estimated cost), NEPL may seek a detailed rate analysis/ justification and, if satisfied, may require an Additional Performance Security equal to the difference

between eighty percent (80%) of the estimated cost and the quoted price, failing which the Bid may be rejected.

J. Award Criteria: -

Award Criteria

1. The Work Order shall be awarded to the technically qualified Bidder whose Price Bid is determined as the lowest evaluated (L1) Bid in accordance with ITB Clause on Evaluation and Comparison of Bids above.
2. The Successful Bidders shall be selected as per the allocation procedures mentioned in Section 2 (BDS).
3. Other technically qualified Bidders who agree in writing to match the L1 rates may, at the sole discretion of NEPPL, be empaneled for allocation of similar works in future during the rate-contract period. Such empanelment shall not confer any right to receive a Work Order.

K. Issue of Letter of Intent: -

1. Prior to the expiry of the period of Bid validity, NEPPL shall notify the Successful Bidder, through official Email id, that its Bid has been accepted. At the same time, NEPPL may also notify all other Bidders of the results of the bidding. In addition, NEPPL may publish the results on the NEPPL Website and notified through official Email id.
2. NEPPL shall issue a Letter of Intent, as per LOI Form 1 under Section 7 (Annexure), to the Bidder whose Price Bid has been determined to be the lowest evaluated (L1) Bid and is responsive to the Bidding Document, provided further that the Bidder is determined to be qualified for the issuance of Letter of Intent satisfactorily.
3. Upon receiving the Letter of Intent, the Successful Bidder shall fulfill all other requirements given under the Letter of Intent and submit the below mentioned critical documents within a maximum time period of seven (7) Days from the date of Letter of Intent and provide its acceptance, without any fail, else such Bids shall be liable for rejection and the Bid Security shall be forfeited.

Sl. No	Critical documents
1.	Acceptance to the Letter of Intent by signing the copy of the Letter of Intent along with an official seal, date, and submission to NEPPL
2.	Submission of Performance Security as per ITB Clause 1.6.3

L. Performance Security: -

1. Within seven (7) Days of the receipt of Letter of Intent from NEPPL as per ITB Clause 1.6, the Successful Bidder shall furnish the Performance Security as per LOI Form 2 under Section 7 (Annexure).
2. The Performance Security shall be denominated in Indian Rupees only.
3. The Performance Security shall be submitted as per the details given in Section 2 (BDS). The Performance Security shall be submitted only in the form of a Bank Guarantee, and the Bank Guarantee shall be issued in favor of NEPPL Delhi for an amount, expiry date and claim date as mentioned in Section 2 (BDS).

M. Issue of Work Order: -

1. Upon acceptance of the Letter of Intent and submission of the Performance Security within the stipulated timelines by the Successful Bidder, NEPPL shall issue the Work Order to the Successful Bidder within a maximum time period of seven (7) Days thereafter.

Section-2
Bid Data Sheet (BDS)

Section 2 (BDS) shall supplement the Clauses mentioned in Section 1 (ITB). Whenever there is a conflict or interpretation issue, the provisions herein shall prevail over those in Section 1 (ITB). The Clause number of Section 2 (BDS) is the corresponding Clause number of Section 1 (ITB).

Specific provisions of ITB: -

BDS Clause reference	ITB Clause reference	Detailed Clause			
2.1.1.	ITB Clause 1.1.1.3	Name of the Project: Design, Supply, Installation, Testing and Commissioning of 12.5 m Solar High Mast Lighting System Complete in all respects along with Comprehensive Maintenance on a rate contract basis. Estimated cost of the works: INR [●] (excluding GST) for 12 nos. Solar High Mast Lights including CMC for five (5) years.			
2.1.1.1	ITB Clause 1.1.1.4	The Start Date shall be within 2 days after the date of issue of the Notice to proceed with the work or issuance of the Work Order.			
2.1.1.2	ITB Clause 1.1.1.5	The Intended Completion Date for the whole of the Works is forty-five (45) Days from the date of issue of the Work Order or 16 th Nov. 2026 whichever earlier. On completion and successful commissioning of all installations, the Successful Bidder shall have the works jointly inspected and certified by the Independent Engineer (IE), on the basis of which the Completion Certificate for the COS works shall be issued.			
2.1.1.3	ITB Clause 1.1.1.6	The Site is located in selected stretches of Sleemanabad-Jabalpur Section (Pkg-4) of NH-30			
2.1.2.	ITB Clause 1.2.2.2	The Bid shall be submitted on official Email id (cpcigmc.proc@cpcmail.in) The pre-bid meeting shall be conducted through an online pre-bid meeting.			
2.1.3.	ITB Clause 1.3.3.2 and ITB Clause 1.3.3.3	S. No	Type Light System	Bid Security (INR)	Cost of Bid (INR)
		1	Solar based High Mast Lighting	Rs. 1.50 lakhs	Not Applicable
		In case of the Bid Security submitted is in the form of a Bank Guarantee, the expiry date, and claim date are as follows: Expiry date: One hundred and eighty (180) Days from the original last date of submission of online Technical Bid Claim date: Twelve (12) Months from the date of expiry The detail of Bank is as follows-			

BDS Clause reference	ITB Clause reference	Detailed Clause																								
		<table> <tr> <th>S. No.</th><th>Particulars</th><th>Details</th></tr> <tr> <td>1</td><td>Name of Beneficiary</td><td>NHIT Eastern Projects Private Limited</td></tr> <tr> <td>2</td><td>Name of the Bank</td><td>State Bank of India</td></tr> <tr> <td>3</td><td>Beneficiary Bank Account No.</td><td>42763767058</td></tr> <tr> <td>4</td><td>Beneficiary Bank Branch IFSC</td><td>SBIN0017313</td></tr> <tr> <td>5</td><td>Swift Code (For foreign Applicants)</td><td></td></tr> <tr> <td>6</td><td>Beneficiary Bank Branch Name</td><td></td></tr> <tr> <td>7</td><td>Beneficiary Bank Address</td><td>CAG-II NEW DELHI (17313), Parsvnath Towers, 4 Floor, Bhai Vir Singh Marg, Gole Market, New Delhi</td></tr> </table>	S. No.	Particulars	Details	1	Name of Beneficiary	NHIT Eastern Projects Private Limited	2	Name of the Bank	State Bank of India	3	Beneficiary Bank Account No.	42763767058	4	Beneficiary Bank Branch IFSC	SBIN0017313	5	Swift Code (For foreign Applicants)		6	Beneficiary Bank Branch Name		7	Beneficiary Bank Address	CAG-II NEW DELHI (17313), Parsvnath Towers, 4 Floor, Bhai Vir Singh Marg, Gole Market, New Delhi
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2.1.4.	ITB Clause 1.3.6.1	Bid validity period: One hundred and eighty (180) Days from the last date of Bid submission.																								
2.1.5.	ITB Clause 1.4.1.1	Procedure for submission of Bid: Interested bidders may access and download the RFP documents online from the official NEPPL tender portal upon payment of a non-refundable online tender fee of INR 15,000. The Bidders shall be viewing the RFP on the tender portal of NEPPL; the Bidder shall submit the Bid on official Mail Id (cpclgmc.proc@cpcmail.in) All the softcopies of the Bid shall be properly scanned and shall be legible, must be password protected/encrypted and such soft copies shall be either uploaded in .pdf or .jpg or .jpeg format. Prior to submission, verify whether all the required documents as a part of Technical Bid and Price Bid have been attached and uploaded against the particular Bidding Document or not. The Price Bid shall be submitted on official Mail ID only in Microsoft .xls or .xlsx password protected format only. By no other means, except official Email Id, the Price Bid shall be accepted for evaluation of the Bids.																								
2.1.6.	ITB Clause 1.6.1.2	Award of Work and Empanelment: Following allocation principle shall be adopted for work: The Bidder quoting the lowest evaluated Total Price (L1) shall be awarded the works covered under this RFP. Works of similar nature on other project highways of NEPPL, if any, during the rate-contract period may be allotted at the L1 rates,																								

BDS Clause reference	ITB Clause reference	Detailed Clause
		subject to availability and feasibility of projects and satisfactory performance of the Successful Bidder. Further, the bidders apart from L-1 bidder shall be eligible for empanelment in NEPPL for future works.
2.1.8.	ITB Clause 1.6.3.3	Performance Security: The Performance Security shall be submitted for an aggregate amount equivalent to five percent (05%) of the Total Price.
		The Performance Security shall remain valid up to sixty (60) Days beyond the date of issue of the Completion Certificate. Upon issue of the Completion Certificate, fifty percent (50%) of the Performance Security may be released against submission of a fresh Bank Guarantee for five percent (5%) of the Total Price, which shall remain valid up to sixty (60) Days beyond the expiry of the Defect Liability Period/ CMC Period of five (5) years. Each Bank Guarantee shall be returned within thirty (30) Days of its expiry, subject to completion of the internal processes of NEPPL.
2.1.9		Not Applicable
2.1.10		The limit of subcontracting is 0% of initial contract price

Section-3

Scope of Work

The scope of work covers the **Design, Supply, Installation, Testing and Commissioning** of 12.5m Solar High Mast Lighting Systems complete in all respect as per the technical specifications outlined in this tender document. The Bidder shall ensure that all components are **high-quality, energy-efficient, weather-resistant, durable**, and suitable for continuous outdoor usages.

Background: NEPL, as the Concessionaire of the Sleemanabad–Jabalpur–Lakhnadon Section (Pkg-4 & JL) under the Concession Agreement dated 07.03.2024 with NHAI, has been issued the COS Order for provision of 12 (twelve) nos. 12.5 m Solar High Mast Lights at 06 (six) critical locations (02 high masts each). The works under this RFP shall be executed on a back-to-back basis with the said COS Order, and the technical specifications at Annexure-B of the COS Order shall form part of this RFP.

Preliminary Work – Site Survey

Prior to installation, the Bidder shall carry out a detailed site survey to ensure suitability and compliance with the installation design. The survey shall include:

1. Assessment of site conditions, soil characteristics, and foundation requirements.
2. Verification of installation locations and confirmation of pole height suitability.
3. Measurement of solar exposure and identification of shading obstructions.
4. Identification of safe and feasible routes for cabling, battery placement, and junction boxes.
5. Submission of a detailed Site Survey Report including Design and Drawing for review/approval to NEPL, for onward approval by the IE, within seven (7) Days of issue of the Work Order and before start of the work.

Note: The Supplier shall obtain the approval of Design & Drawing from the Independent Engineer appointed by NHAI and written confirmation from the Buyer prior to commencement of installation activities.

Locations of Work.

The works shall be executed at the following locations as per Annexure-A of the COS Order. No change in location shall be made without the prior written approval of NHAI through the IE.

S. No	Chainage (Km)	Side	Description	Qty. (nos.)
1	823+550	BHS	Minor junction with crossroad (both sides); median opening provided: identified cattle-prone zone.	02
2	832+050	BHS	Minor junction with crossroad (both sides); median opening provided.	02
3	838+850	BHS	Minor junction with crossroad (both sides); median opening provided.	02

4	858+750	BHS	Minor junction with crossroad (both sides); median opening provided.	02
5	860+500	BHS	Minor junction with crossroad (both sides); median opening provided.	02
6	865+700	BHS	Minor junction with crossroad (both sides); median opening provided.	02
Total nos. of Solar High Mast Lighting complete in all respect.				12

Item	Description of item	Unit	Qty.	Rate.	Amount in Rs.
1.	Design, Supply, Installation, testing and commissioning of 12.5 m Solar High Mast Lighting System, complete in all respects, comprising: Fabricated polygonal high mast, 12.5 m height, top dia 150 mm, bottom dia 360 mm, in 2 sections of 6500 mm each, 3 mm thickness, hot dip galvanized, with base plate 520 mm x 25 mm, PCD 590 mm, foundation bolts and RCC foundation. Lantern carriage with 6 welded arms and head frame suitable for fixing 5/6 luminaires symmetrically. 5 (five) nos. solar LED floodlight luminaires, each ≤100 W, lumen output 14,500–15,000 lm, CCT 5500–6000 K, CRI >70, efficacy ≥160 lm/W, polycarbonate lens with symmetric wide-beam optics, single-piece high-pressure die-cast aluminium housing, IP66 & IK08 protection, 50,000 burning-hours life class, OEM name Embossed, conforming to relevant IEC codes, with LM-79 & LM-80 reports. Solar PV modules, battery bank, charge controller, dusk-to-dawn automatic operation, cabling, earthing and all accessories for a complete functional standalone solar installation.	No	12		
A	Sub-Total (A)				
B	GST @ 18% on (A) (B)				
Total Cost (A + B), inclusive of GST					

Note: -

- The rate is firm and inclusive of all materials, labour, T&P, foundation, traffic management, incidentals and all obligation under this Order except GST, which shall be paid as applicable against tax invoice. The rate (A) is inclusive of all obligations during the Defect Liability Period (DLP) of five (5) years from the date of issue of the Completion Certificate; the Comprehensive Maintenance during the said period shall be paid separately as per Bid Form 19. No price escalation shall be payable. The Bidder shall quote its rates only in Bid Form 19 and not in this BOQ.
- The works shall be completed within the Intended Completion period stipulated in BDS Clause 2.1.1.2.

On completion and successful commissioning of all installation works, duly certified by the IE, a Completion Certificate for the works shall be issued.

- Payment shall be made as per the Terms of Payment stipulated in Section 6 (SCC).
- The Design & Drawings of the Solar High Mast, including the proposed make/brand, shall be submitted for approval by the IE (through NEPL) prior to supply and installation.
- The Factory Acceptance Test (FAT) will be done for all major equipment i.e. LED fitting, High mast, Battery etc. before delivery of materials at the site, in the presence of the representatives of NEPL/ IE, on at least seven (7) Days' advance notice. The cost of FAT shall be borne by the Successful Bidder.

Technical Data Sheet

Solar High Mast Lighting System – Technical Specifications

<u>S. No.</u>	<u>Component</u>	<u>Technical Specification</u>
1	High Mast	• 12.5-meter Solar High Mast Pole
	• Top Diameter: 150 mm	
	• Bottom Diameter: 360 mm	
	• Hot Dip Galvanized	
	• Fabricated polygonal high mast	
	• Includes J-Bolt Foundation Set	
	• 2 Sections of 6500 mm each 3 mm thickness	
	• Base plate 520 mm x 25 mm	
	• PCD 590 mm	
	• Foundation bolts and RCC foundation	
	• Lantern carriage with 6 welded arms and head frame suitable for fixing 5/6 luminaires symmetrically.	
2	Solar Panel	5 nos x 390-400Wp
	• Solar panels of cumulative capacity to be designed with respect to Luminaire Load, Luminaire Lighting output, wattage & two nights' backup requirement with Mono / Poly crystalline silicon solar cells that combines high Wp (Watts Peak) output, affordability and efficiency. Minimum Panel size should be in the range of 5 nos x 390-400Wp.	
	• Solar module efficiency should not be less than 19%.	
	• Solar panel must be capable of operating in temperature: -40°C to +85°C	
	• Solar panel must comply with standards related to: Crystalline silicon terrestrial photovoltaic (PV) module safety qualification- Part I : Requirements for constructions.	
	• IS 14286, IS/IEC 61730 Part I and Part II.	
	• Mono-crystalline, DCR (Domestic Content Requirement) compliant PV modules, enlisted in the MNRE ALMM List	
3	Solar LED flood Light	
The Solar Flood Light luminaires shall have highly efficient white dimmable LEDs with lumen output of ranging from 14500-15000 Lumens X 5 Nos. Luminaire should be with typical correlated		

S. No.	Component	Technical Specification
color temperature ranging from 5500-6000K with CRI > 70 and luminaire should be with polycarbonate lens with symmetric wide beam optics. The Efficacy of floodlight Luminaire shall be of Minimum 160 Lumens/Watts. Wattage of Luminaire should not be More than 100 W x 4 Nos. In order to optimize required PV/ Battery Sizing mention in technical specs. Life will be 50000 Burning Hours life class. The Successful bidder shall submit LM 79 & LM 80 of the luminaire and LED respectively. OEM name Embossment is mandatory to ensure quality parameters met such as Single Piece High Pressure Die Cast. The Luminaire shall meet the relevant IEC codes. The luminaire should be made of pressure die cast aluminum housing and should have IP 66 and IK08 protection.		
•		• < 100 W highly efficient white dimmable LEDs Luminaire x 5 Nos
• High Lumen Output		• 14,500-15,000 lm, CCT 5500-6000 K, CRI > 70,
• Efficacy		• ≥ 160 lm/W
• Polycarbonate lens with symmetric wide-beam optics, single-piece high-pressure die-cast aluminum housing.		
• IP66 & IK 08 Weatherproof Rating		
• Burning -hours life class		• 50,000 hours
• OEM name embossed, Conforming to relevant IEC Codes, with LM-79 & LM-80 reports		-
4	Hybrid Charge Controller	
Charge controllers should be highly efficient, integrated microprocessor based MPPT charge controller 400 Wp X 5 Nos. with driver mounted on the same board to minimize power loss and increases efficiency. Charge controller should be configurable and easy to operate with remote monitoring and control ready. Charge controllers shall be compatible with multiple battery types such as LiFePO4 battery types.		
• Must have visual LED indications for easy fault diagnosis.		
• The Controller Efficiency shall be more than 93% and shall have the following inbuilt protection features.		
• Battery & Solar panel reverse polarity protection.		
• Battery and solar panel over voltage protection.		
• Battery overcharge & over discharge protection.		
• Over temperature protection.		
• Load overvoltage, short circuit protection.		
• The charge controller should come with suitable hand-held device interface/ GUI to monitor critical parameters related to load, panel and battery.		
• The charge controller should be able to perform onsite programming and configuration with interface such as GUI/Remote for wattage and dimming profile for flexibility and easy		

S. No.	Component	Technical Specification
		operation of the system. Charge controller should have a metal weatherproof with minimum IP67 certified housing with silicon potting and several layer of protections with IP67 connectors for all terminations related to battery, pv panel and luminaire. The Charge controller and the luminaire should be of same make. The Charge controller should be separate IP67 unit and should not be part of luminaire.
5	Battery	• LiFePO₄ Battery – 5nos X 25.6v 120AH Capacity.
		• Battery sub-system shall be placed on Pole Prismatic Lithium Ferro Phosphate (LiFePO₄) battery. Lithium Ferro phosphate battery integrates highly efficient technology to get long service lifetime, high performance in deep discharging. It can be used in wide range of ambient temperatures and keep good performance of constant power input. • Sizing of Battery to be calculated to consider Two Nights Backup and should not be less than 5nos X 25.6v ,120AH Capacity.
		• Battery rating should be design based for Min 24 Hours Backup.
		• Battery should be highly efficient Lithium Ferro phosphate.
		• Must have IP67 connectors to connect with charge controller.
		• Battery shall be able to work in operating temperature range: -20°C to +45°C
		• The battery life cycle for LiFePO₄ shall be approx. 2000 Cycles for 80% daily depth discharge. • To ensure the system performance and the reliability, the battery sub-system shall fully comply with suitable standards for Secondary cells and batteries containing alkaline or other non-acid electrolytes- Secondary lithium cells and batteries for portable applications.
		• Deep-cycle, maintenance-free
		• Suitable for Solar Applications
I: Table 1 BIS/IES Standards: As per reports attached.		
Type of Test		Standard
Safety of Luminaire for Road, street and Area lighting		IEC60598-1:2014; IEC 60598-1:2014AMD1:2017
Safety of Power Converters used in solar Panel Equipment		IEC 62109-1
Performance Evaluation of Maximum Power Point Tracking (MPPT)- General Safety requirement.		EN 50530---IEC 61347
EMC immunity requirements		IEC 61547
Radio disturbance characteristics		CISPR 15
Safety of Lithium Ferro Phosphate Battery IP68		IEC 62133 & UL1642 & Safety Certificate UN38.3
Safety of Solar Panel Module		IEC 61730-1,2 & IEC 61215.
Low Voltage Directive (LVD), 2014/35/EU		EN 62493: 2015 EN 60598-1:2015+A1: 2018 EN 60598-2-3:2003+A1:2011
Electromagnetic compatibility Directive (EMC), 2014/30/EU		EN 61000-3-2:2014 EN 61000-3-3:2013 EN 61547:2009 EN 55015:2013

S. No.	Component	Technical Specification
Eco Design requirements for energy-related products Directive (ErP), 2009/125/EC		Implementing Measure EC/1194/2012
Restriction of the use of certain Hazardous Substances in electrical and electronic equipment Directive (RoHS), 2011/65/EU		EN50581:2012
6	Mounting & Accessories	• Mounting brackets, clamps, nuts & bolts shall be galvanized and rust-resistant/free from corrosion.
• Junction Box (IP65)		
• UV-resistant cables & connectors		
7	Protection	• Overcharge / Discharge Protection
• Short Circuit Protection		
• Lightning & Surge Protection		

Installation, Testing & Commissioning (ITC)

The Supplier shall undertake full **end-to-end ITC** of the Solar High Mast Light System.

Installation

1. Transportation and safe delivery of all materials to the work site.
2. Excavation, foundation preparation, and concreting for pole installation.
3. Erection of the 12.5-meter pole using proper safety tools and certified procedures.
4. Mounting of solar panels, LED luminaires, Hybrid Charge Controller, Lightning Arrester and LiFePO₄ batteries.
5. Cable laying, routing, and securing using UV-resistant conduits.
6. Ensuring all structural components are tightened, aligned, rust-protected, and secured.

Testing

7. Verification of all wiring connections, polarity, and controller functions.
8. Testing of luminaire brightness, spread, and automatic dusk-to-dawn functionality.
9. Battery performance testing, including charge/discharge cycle verification.
10. Ensuring the system fully complies with approved technical specifications.

Commencement and Completion of works

The Bidder shall commence the works at site immediately after receiving the Work Order from NEPPL and shall complete the works in all respects within the Intended Completion period stipulated in BDS Clause 2.1.1.2.

Commissioning

11. Demonstration of full operational functionality to the Buyer's authorized team.

12. Submission of a **Commissioning Report**, including installation photographs and test results.
13. Handover of operating manuals, warranty certificates, and maintenance guidelines.

Post-Installation Support

The Supplier shall provide full support during the warranty period, including:

1. The Bidder shall provide a minimum 5-year comprehensive warranty during the DLP, covering all components, materials, workmanship, and defects of the complete system and provide 15 years warranty for Solar Panels.
2. **One-to-One Replacement Guarantee** in case of malfunction, damage, or performance issues.
3. On-site attendance within twenty-four (24) hours and restoration of full functionality within seventy-two (72) hours of lodging a complaint.
4. Preventive maintenance at least once every quarter, including cleaning of PV modules, checking of battery health, controller settings, luminaire aiming, earthing and structural fasteners, with a maintenance report submitted to NEPPL after each visit.
5. Availability of spare parts and trained technical support throughout warranty.
6. Submission of a formal **Warranty Declaration** on company letterhead

7. Quality, Safety & Compliance

- Execution in accordance with approved drawings, technical specifications, the Bill of Quantities, and applicable codes/standards.
- Compliance with safety norms, environmental regulations and site safety requirements.
- Testing of materials and workmanship as per prescribed standards.

8. Manpower, Materials & Equipment

- Provision of all manpower, materials, tools, plant and machinery required for execution.
- Proper storage, handling and protection of materials at site.

9. Completion & Handover

- Cleaning of site, removal of debris and making good all disturbed areas.
- Submission of completion documentation and as-built drawings, where applicable.

10. Categorisation of Works

For the purpose of this RFP, the works shall be categorised with reference to the estimated cost stated in BDS Clause 2.1.1.

11. Environmental and Statutory Clearances

- The Bidder is responsible for ensuring that all necessary environmental and statutory clearances are obtained prior to commencing any works on the project site. This section provides an overview of the clearances required and the expectations for compliance with environmental and statutory regulations.

12. Environmental Management Plan (EMP)

- The Contractor shall prepare an Environmental Management Plan (EMP) that outlines the measures to be implemented to protect the environment throughout the project lifecycle. The EMP shall include details on waste management, pollution control, and mitigation measures for any environmental impacts identified during the pre-construction surveys.

13. Quality Assurance and Control Requirements

- The Contractor shall strictly follow the latest versions of the following standards for all aspects of quality assurance and control:
 1. MoRTH Specifications for Road and Bridge Works (5th Revision): Clause No. 900, which comprehensively addresses quality management and control measures for road and bridge works.
 2. Relevant IRC Codes: For design, materials, and construction practices.
 3. Relevant IS Codes: For testing methods, material standards, and compliance procedures. All testing, inspections, and certifications shall conform to the guidelines outlined in these codes. Where discrepancies arise, the most stringent requirement shall prevail.

Section-4

Qualification Requirement (QR)

Section 4 (QR) contains all the Qualification Requirements that NEPL shall use to evaluate the Technical Bids and qualify Bidders for during the evaluation of Technical Bids.

The Bidder shall fulfil the below Qualification Requirement in order to submit the Bid. Any discrepancy or deviation from the stated Qualification Requirement shall make the Bidder ineligible to submit the Bid and such Bid shall be liable for rejection.

4.1 General Qualification Requirement: -

Clause no.	Qualification Requirement	Support document
4.1.1.	Applicability: The Bidder must be a 4.1.1.1. company registered under The Indian Companies Act, 1956/ 2013; or 4.1.1.2. partnership firm registered under The Indian Partnership Act, 1932; or 4.1.1.3. sole proprietorship firm under the relevant laws in India. Note: Joint venture, consortium and subcontracting are not allowed.	The Bidder must submit a copy of the relevant documents issued by an appropriate Government authority in India. The Bidder must submit Bid Form 12.
4.1.2.	Applicability: For MSME Registered Bidders In case the Bidder is a local MSME registered in Madhya Pradesh, the Bidder must be registered under the MSME Development Act, in Madhya Pradesh. Such Bidder shall be exempted from meeting "Technical Qualification Requirement" as per QR Clause 4.3 and "Financial Qualification Requirement" as per QR Clause 4.4, but shall comply "Specific Qualification Requirement" as per QR Clause 4.2 and 4.1.3.	The Bidder being a local MSME must submit a copy of the certificate of registration issued by an appropriate authority. This is applicable only for the MSMEs. The Bidders, other than an MSME, cannot apply in this category. The Bidder must submit Bid Form 12.
4.1.3.	Applicability: The Bidder must not be debarred/ blacklisted/ defaulted by any Government, agency, Public Sector Undertaking (PSU), institution/ autonomous organizations in the past.	The Bidder shall submit a self-certification by an authorized person duly notarized to this effect. The Bidder must submit Bid Form 9.

4.2 Specific Qualification Requirement: -

Clause no.	Qualification Requirement	Support document
4.2.1.	Applicability: For Bidders The Bidder must be in possession of the valid test certificates of solar based standalone High Mast Lights from MNRE/ BIS/ NABL authorized test laboratories. Such test certificates must have the IEC and IP standards from any valid MNRE/ BIS/ NABL accredited test labs as given in Bid Form 8 of Section 7 (Annexure).	For High Mast Lights, the Bidder shall submit component wise data sheets and test certificates/reports in the name of OEM along with the authorization letter from Original Equipment Manufacturer (OEM). The test certificates/reports and datasheets for particular Equipment must be submitted in the name of a single OEM only. However, the change of OEM is permissible during the course of work on assigning sufficient reason for the same and submission of the latest datasheets and test certificates/reports from MNRE/ BIS/ NABL approved labs. The Bidder shall submit test certificates/reports and data sheets in the name of bidding firm as the manufacturer of the complete system. The data sheet and test certificate/report shall be issued after FY 2016-17. Note: The proof of all documents showcasing the possession of such copies of the Test Certificates/Reports by the Bidder shall be submitted along with bid document.
4.2.2.	Applicability: For Bidders The Bidder must have established high quality, environment management system, and information security standards in place and must have ISO 9001 and ISO 14001 certifications for solar photovoltaic modules, batteries, LED light and complete solar high mast light.	The Bidder shall declare that it has a copy of the ISO certificate for ISO 9001 and will possess the copy of the ISO 14001 certificates in the name of the Original Equipment Manufacturer (OEM), supported by a letter of authorization from the OEM. Note: The documentary evidences shall be submitted as a part of response to the Letter of Intent and prior to issuance of the Work Order, and not at the time of bidding.

4.3 Technical Qualification Requirement:

Clause no.	Qualification Requirement	Support document
4.3.1.	Applicability: For Bidders The Bidder must have experience of having successfully completed similar works during the last five (5) years ending on the last day of the month previous to the one in which Bids are invited, for NHAI/ MoRTH/ any Central or State Government department/ PSU, or for private clients (subject to the conditions below), in any one of the following forms: (i) (a) One (1) similar completed work costing not less than 1.5 Cr; or (ii) (b) Two (2) similar completed works, each costing not less than 1.0 Cr; or (iii) (c) Three (3) similar completed works, each costing not less than 0.8 Cr. The Bidder shall comply with the Office Memorandum No. F. No. NH-35014/20/2020-H, Government of India, Ministry of Road Transport & Highways dated 04.08.2020, regarding Department of Expenditure (DoE), Ministry of Finance, Govt. of India O.M. No. 6/18/2019- PPD dated 23.07.2020, vide which Rule 144 of the general Financial Rule 2017 entitled "Fundamental principles of public buying" has been amended by inserting sub-rule 144 (xi) in the General Financial Rules (GFRs), 2017. As per the new rule " Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, service (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with Competent Authority " This	The Bidder shall submit the letter of awards/ work orders/ contract agreement along with the experience certificate /Joint Commissioning Certificate issued by Government. However, experience in private or any other sector can be considered if the same is done under any Central/ State Government programs/ schemes and is certified by the concerned Government department responsible for implementing such renewable projects. Experience certificates from private clients shall be supported by TDS certificates/ Form 26AS. "Similar works" shall mean supply, installation, testing and commissioning of Solar High Mast Lighting and/or Solar LED Street/ Highway Lighting systems. Note: 1. The letter of awards/ work orders/ contract agreement along with any amendments issued shall be submitted in full without deleting/ hiding any information.

Clause no.	Qualification Requirement	Support document
	condition shall also be applicable on sub-contracting of any works / goods / services, etc. regarding Undertaking. Preference shall be given to Indian OEM/ Manufacturers and "Make in India" as per DPIIT Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 (revised "Public Procurement (Preference to Make in India) Order 2017". All related equipment's of Highway lighting shall be procured from Indian OEM/ Manufacturers and preference shall be given to "Make in India" preferably to "Class-I local supplier" as defined in the revised order by DPIIT	2. The experience certificate/joint commissioning certificate shall clearly mention the capacity and the date of commissioning. The Joint Commissioning Certificate issued by only the concerned government authority as per the Prudent Utility Practices. 3. The experience shall be unique, and the same project experience cannot be shown multiple times, else such Bids shall be liable for rejection. The Bidder must submit Bid Form 6 of Section 7 (Annexure).

4.4 Financial Qualification Requirement: -

Clause no.	Qualification Requirement	Support document
4.4.1.	Applicability: For Bidders The Bidder must have an aggregate average annual turnover of not less than INR [60.00] lakh (Rupees Sixty Lakh), in the last three (3) financial years from FY23-24, FY24-25 and FY25-26 from the similar works	The Bidder shall submit a turnover certificate issued by a chartered accountant, as per Bid Form 7 of Section 7 (Annexure). It is important to note that the annual turnover for each financial year shall be the income/ earning/ revenue for executing the solar high mast lighting works; and other income (if any) shall not be considered for evaluation. The experience shall be unique for each Package, and the same project experience cannot be shown for multiple Packages, else such Bids shall be liable for rejection.

4.4.2.	Applicability: For Bidders The Bidder must have a positive net worth in the last financial year, FY25-26.	The Bidder shall submit a net worth certificate issued by a chartered accountant, as per Bid Form 7 and 7 B of Section 7 (Annexure).
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Section-5

General Conditions of Contract (GCC)

Section 5 (GCC) contains all general terms and conditions to be applied to the Work Order along with other associated documents mentioned therein. Section 5 (GCC) shall be read in conjunction with Section 6 (SCC) and other documents listed therein, should be a complete document expressing all terms and conditions of the Work Order.

5.1 General: -

5.1.1. Work Order

- A. All documents forming part of the Work Order including any Amendment to the Work Order, and all parts thereof, are intended to be correlative, complementary, and mutually explanatory.
- B. The Work Order constitutes all the terms and conditions for the Successful Bidder with respect to the Commissioning, and Acceptance of the Project along with its CMC Period. The CMC shall be executed between NEPL and the Successful Bidder as per the sample format provided in Annexure.
- C. The Work Order including any Amendment supersedes all communications, negotiations, and agreements (whether written or oral) made prior to the date of issuance of Work Order in case of any confusion with the Bidding Document at any point in time.
- D. The Work Order shall be read as a whole.

5.1.2 Amendment

- A. No Amendment to the Work Order shall be made effective unless it is in writing, is dated, expressly refers to the Work Order, and is signed duly and issued by NEPL based on any amended terms mutually agreed between NEPL and the Successful Bidder or as it is required in the interest of the Project.

5.1.3 Independent Successful Bidder

- A. The Successful Bidder shall be completely independent in performing all its obligations under the Work Order. The Work Order does not create any agency, partnership, joint venture, or other joint relationship with NEPL. Subject to the provisions of the Work Order, the Successful Bidder shall be solely responsible for the manner in which all the obligations will be performed. All employees and representatives engaged by the Successful Bidder in connection with the performance of the Work Order shall be under the complete control of the Successful Bidder only and shall not be deemed to be employees of NEPL at any point in time, and nothing contained in the Work Order or in any subcontract awarded by the Successful Bidder to anyone shall be construed to create any contractual relationship between NEPL and any such employees, representatives, engaged by the Successful Bidder.

5.1.4 Non-waiver

- A. Any waiver of Successful Bidder's rights, powers, or remedies under the Work Order must be in writing, must be dated and signed duly and issued by NEPL in granting such waiver, and must specify the right and the extent to which it is being waived.

5.1.5 Severability

- A. If any provision or condition of the Work Order is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Work Order.

5.1.6 Communications

- A. Wherever these conditions provide for issuing approvals, certificates, consents, determinations, notices, requests, and discharges, these communications shall be:
- in writing along with a copy being sent to the other Party and delivered against its receipt; and
 - delivered, sent, or transmitted to the address of either Party, as stated in Work Order

5.1.7. Law

- A. The Work Order shall be governed by and interpreted in accordance with the laws of India.

5.2. Payment: -

5.2.1. Total Price

- A. The Total Price shall be as specified in the Work Order.
- B. Unless an escalation clause is provided in GCC Clause 5.2.2, the Total Price shall be based on the firm unit rates quoted in the Price Bid, shall be non-escalating, and not subject to any alteration, except in the event of a Change Order for the Project issued by NEPL.
- C. Subject to SOW Clause 3, the Successful Bidder shall be deemed to have satisfied itself as to the correctness and sufficiency of the Total Price, which shall, except as otherwise provided for in the Work Order, cover all its obligations under the Work Order.

5.2.2. Terms of Payment

- A. The terms of payment outlining the procedures to be followed are mentioned in Section 6 (SCC).
- B. No payment made by NEPL herein shall be deemed to constitute acceptance by NEPL of the Project or any part(s) thereof, until the issuance of Acceptance Certificate by NEPL in writing.
- C. The payment against the undisputed invoice shall be made by NEPL based on the internal processes.
- D. The currency in which payments are made to the Successful Bidder under this Work Order shall be in Indian Rupees only.

5.2.3. Taxes

- A. The Tax on the Total Price shall be paid as per the prevailing rules in India at the time of invoicing.
- B. The Tax Deduction at Source (TDS) shall be deducted as per the prevailing rules in India at the time of the payment.

5.2.4. Performance Security

- A. The Successful Bidder shall submit the Performance Security as per ITB Clause 1.6.3.
- B. In case of any forfeiture, in full or parts, made on the Performance Security, the Successful Bidder shall be liable to replenish the Performance Security to its original amount within a

maximum time period of seven (7) Days from the aforesaid date of such forfeiture in full or parts. In case the Successful Bidder fails to do the aforesaid replenishment within the prescribed timelines then the Work Order shall be cancelled, and NEPPL may take suitable action against the Successful Bidder.

- C. In case the Performance Security requires any extension of the expiry date and/ or claim date, the same shall be extended suitably by the Successful Bidder as per the instructions of NEPPL.
- D. The Performance Security shall be returned to the Successful Bidder within thirty (30) Days after its expiration.

5.3. Intellectual Property

5.3.1. License/Use of Technical Information

- A. For the Commissioning until Acceptance of the Project and during the CMC Period, the Successful Bidder hereby grants a non-exclusive and non-transferable license (without the right to sub-license) to NEPPL under the patents, utility models or other industrial property rights owned by the Successful Bidder or by a third party from whom the Successful Bidder has received the right to grant licenses thereunder, and shall also grant to NEPPL a non-exclusive and non-transferable right (without the right to sub-license) to use the know-how and other technical information disclosed to NEPPL under the Work Order. Nothing contained herein shall be construed as transferring ownership of any patent, utility model, trademark, design, copyright, know-how, or other intellectual property rights from the Successful Bidder or any third party to NEPPL.
- B. The copyright in all drawings, documents and other materials containing data and information furnished to NEPPL by the Successful Bidder herein shall remain vested in the Successful Bidder or, if they are furnished to NEPPL directly or through the Successful Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

5.3.2. Confidential Information

- A. The Parties shall keep confidential and shall not, without the written consent of the other Party, divulge to any third party any documents, data or other information furnished directly or indirectly by the other Party hereto, whether such information has been furnished prior to, during or following termination of the Work Order. Notwithstanding the above, a Party may furnish to its third parties such documents, data and other information it receives from the other Party to the extent required for the third parties to perform all the obligations under the Work Order, in which event the Party shall obtain from such third parties an undertaking of confidentiality similar to that imposed on the Party and submit a copy of the same to the other Party with an immediate effect.
- B. A Party shall not use such documents, data, and other information received from the other Party for any purpose other than for this Project and services as are required for the performance of the Work Order.
- C. The obligation of a Party under GCC Clauses 5.3 above, however, shall not apply to that information which
 - a) now or hereafter enters the public domain through no fault of that Party;
 - b) can be proven to have been possessed by that Party at the time of disclosure and

- which was not previously obtained, directly or indirectly, from the other Party hereto;
and
- c) otherwise lawfully becomes available to that Party from a third party that has no obligation of confidentiality.
- D. The above provisions of this GCC Clause 5.3.2 shall not in any way modify any undertaking of confidentiality given by either of the Parties hereto prior to the date of the Work Order in respect of the Project or any part thereof.
- E. The provisions of this GCC Clause 5.3.2 shall survive termination, for whatever reason, of the Work Order.

5.4. Execution of the Project

5.4.1. Representatives

5.4.1.1. Authorized Representative of NEPL

- A. The name of the Authorized Representative of NEPL shall be generally mentioned in the Work Order. All notices, instructions, orders, certificates, approvals and all other communications under the Work Order shall be given by the Authorized Representative of NEPL, except as herein otherwise provided.
- B. All notices, instructions, information, and other communications given by the Successful Bidder to NEPL under the Work Order shall be given to the Authorized Representative of NEPL, except as herein otherwise provided.

5.4.1.2. Project Manager, Construction Manager, and CMC Manager

- A. The name of the Project Manager representing the Successful Bidder shall be generally mentioned in the Work Order. If NEPL objects to the appointment within seven (7) Days, then the Successful Bidder shall appoint a replacement within seven (7) Days of such objection, and the foregoing provisions shall apply thereto.
- B. The Project Manager shall represent and act for the Successful Bidder at all times during the performance of the Work Order and shall give to the Authorized Representative of NEPL all the Successful Bidder's notices, instructions, information, and all other communications under the Work Order.

5.4.2 Successful Bidder's Organization

- A. Within seven (7) Days from the date of issuance of Work order, the Successful Bidder shall submit to NEPL an organization chart showing the proposed team to be established by the Successful Bidder for carrying out work on the Project within the Project Timelines for achieving Commissioning and Acceptance.

5.4.3 Detailed Work plan

- A. Within seven (7) Days from the date of issuance of Work Order, the Successful Bidder shall submit to the Authorized Representative of NEPL a Detailed Work plan, made in a form acceptable to the Authorized Representative of NEPL and showing the sequence in which it proposes to achieve the Commissioning and Acceptance in line with the Project Timelines.
- B. The Successful Bidder shall update the actual achievement against the Detailed Workplan as and when appropriate or when required by the Authorized Representative of NEPL, but without modification in the Project Timelines and any extension granted in accordance with

GCC Clause and shall submit all such revisions to the Authorized Representative of NEPL.

5.5. Guarantees and Liabilities

5.5.1. Delay Liquidated Damages

- A. The Successful Bidder guarantees that it shall achieve the Commissioning of the Project as per the Project Timelines or any extension thereof entitled.
- B. In case of failure on the part of the Successful Bidder to achieve the Commissioning timelines pursuant to GCC Clause 5.5.1, the Successful Bidder shall pay to NEPL a Delay Liquidated Damage for a sum equivalent to 0.5% of the Total Price for each week of the delay from the target date of Commissioning, to be calculated on pro-rata basis for each Day of delay, subject to a maximum of five percent (5%) of the Total Price.
- C. Once the maximum limit of five (5%) is reached, NEPL may consider terminating the Work Order and forfeit the Performance Security without prejudice to the other remedies of the Work Order. However, NEPL may at own discretion allow reasonable time extension upon the written application of the Successful Bidder. If the delay is considered intentional or due to the negligence of the Successful Bidder, no extension can be allowed with the imposition of Delay Liquidated Damages. If the delay is considered to be genuine, then a suitable time extension can be allowed with/ without the imposition of the delay Liquidated Damages, to be evaluated on a case-to-case basis.
- D. The payment of liquidated damages shall not in any way relieve the Successful Bidder from any of its obligations to complete the Project or from any other obligations and liabilities of the Successful Bidder under the Work Order.
- E. The Delay Liquidated Damages shall be inclusive of all applicable taxes as applicable under the laws of India and such applicable taxes shall be borne by the Successful Bidder only.
- F. The Successful Bidder acknowledges that the Delay Liquidated Damages payable by the Successful Bidder under this Work Order are a genuine pre-estimate of the losses suffered by NEPL and the compensation as contemplated is reasonable and not by way of any penalty.

5.5.2. Warranty

- A. The details of the provisions related to the Warranty of the Equipment under the Project are mentioned in Section 6 (SCC).

5.5.3. Defect Liability

- A. The Successful Bidder warrants that the Projector any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Project supplied and of the work executed.
- B. The Defect Liability Period shall be five (5) Years from the date of issue of the Completion Certificate by the IE.
- C. If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Project supplied or of the work executed by the Successful

Bidder, the Successful Bidder shall promptly, in consultation and agreement with NEPL regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good such defect as well as any damage to the Project caused by such defect.

- D. NEPL/GMC shall give the Successful Bidder a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. NEPL shall afford all reasonable opportunities for the Successful Bidder to inspect any such defect.
- E. If the Successful Bidder fails to commence the work necessary to remedy such defect or any damage to the Project caused by such defect within a reasonable time (which shall in no event be considered to be less than seven (7) Days), NEPL may, following notice to the Successful Bidder, proceed to do such work through a third party, and the reasonable costs incurred by NEPL in connection therewith shall be paid to NEPL by the Successful Bidder or may be deducted by NEPL from any monies due to the Successful Bidder or claimed under the Performance Security.

5.5.4. Patent Indemnity

- A. The Successful Bidder shall, subject to NEPL compliance with GCC Clause 5.5.4.2, indemnify and hold harmless NEPL and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which NEPL may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Work Order by reason of Commissioning and Acceptance of the Project.
- B. Such indemnity shall not cover any use of the Projector any part thereof other than for the purpose indicated by or to be reasonably inferred from the Work Order, any infringement resulting from the use of the Projector any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Successful Bidder, pursuant to the Work Order.
- C. If any proceedings are brought or any claim is made against NEPL arising out of the matters referred to in GCC Clause 5.5.4, NEPL shall promptly give the Successful Bidder a notice thereof, and the Successful Bidder may at its own expense and in NEPL name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

5.6. Insurance

- A. The Empanelled Vendor shall at its expense take out and maintain in effect or cause to be taken out and maintained in effect until the issuance of the Acceptance Certificate, all necessary insurances. The Bid price is to be inclusive of all insurances taken.

5.7. Force Majeure

- 5.7.1 "Force Majeure" shall mean any event beyond the reasonable control of NEPPL or of the Successful Bidder, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Party affected, and shall include, without limitation, the following:
- a) war, hostilities or warlike operations whether a state of war be declared or not, invasion, an act of foreign enemy and civil war;
 - b) rebellion, revolution, insurrection, mutiny, usurpation of a civil or military government, conspiracy, riot, civil commotion and terrorist acts;
 - c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority;
 - d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, pandemics, lockdowns, quarantine and plague;
 - e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disasters; and
 - f) shortage of labor, materials or utilities where caused by circumstances that are themselves Force Majeure.
- 5.7.2 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Work Order by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within seven (7) Days after the occurrence of such event.
- 5.7.3 The Party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Work Order for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with GCC Clause 5.7.
- 5.7.4 The Party or Parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Work Order and to fulfil its or their obligations under the Work Order, but without prejudice to either party's right to terminate the Work Order.

5.8. Change in Work Order Elements

5.8.1. Change Order

- A. A Change Order shall be issued only by NEPPL. Any change made necessary because of a default by the Successful Bidder in the performance of its obligations shall not be considered a Change Order.
- B. Change Orders may be initiated by NEPPL at any time by the issuance of a Change Order notice to the Successful Bidder. The Successful Bidder shall not make any alteration and/ or modification of the Project unless the NEPPL instructs or approves a Change Order in writing.
- C. If NEPPL issues a Change Order notice, the quantity may be increased by up to one hundred percent (100%) of the total bidding quantum at the same unit rates as quoted by the Bidder in its Price Bid, and a proportionate extension of the Project Timelines may be granted by

NEPPL, subject to the time allowed by NHA. NEPPL may also reduce the quantity or delete any location if so directed by NHA, and the Successful Bidder shall be paid only for the work actually executed, without any claim for loss of profit or otherwise.

5.9 Extension of achieving Commissioning and Acceptance

- A. The Project Timelines as specified in the SOW Clause 3 shall be extended if the Successful Bidder is delayed or impeded in the performance of any of its obligations under the Work Order by reason of any of the following:
 - a) any occurrence of Force Majeure as provided in GCC Clause 5.7,
 - b) by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Successful Bidder, subject to the final decision of NEPPL.

5.10 Suspension

- A. NEPPL may request, by notice to the Successful Bidder, to order the Successful Bidder to suspend performance of any or all of its obligations under the Work Order. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefor. The Successful Bidder shall thereupon suspend performance of such obligation, except those obligations necessary for the care or preservation of the Project, until ordered in writing to resume such performance by NEPPL.
- B. During the period of suspension, the Successful Bidder shall not remove from the site any Project, any part of the Project or any Successful Bidder's tools and tackles, without the prior written consent of NEPPL.

5.11 Termination

- a) NEPPL, without prejudice to any other rights or remedies it may possess, may terminate the Work Order forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Successful Bidder.
 - i. if the Successful Bidder becomes bankrupt or insolvent
 - ii. if the Successful Bidder assigns or transfers the Work Order or any right or interest therein in violation of the provision of GCC Clauses
 - iii. if the Successful Bidder, in the judgment of NEPPL has engaged in Integrity Violation practices
- b) If the Successful Bidder
 - iv. has abandoned or repudiated the Work Order
 - v. has without valid reason failed to commence work on the Project promptly or has suspended the progress of Work Order performance for a prolonged period even after receiving a written instruction from NEPPL to proceed.
 - vi. has failed to complete the works within the Project Timelines and the maximum Delay Liquidated Damages under GCC Clause 5.5.1 have been reached; or
 - vii. if the COS Order or the Concession Agreement is withdrawn, suspended or terminated by

NHAI, in which case the Successful Bidder shall be paid for the work properly executed up to the date of termination, without any claim for loss of profit.

- c) Upon receipt of the notice of termination, the Successful Bidder shall either immediately or upon the date specified in the notice of termination
- cease all further work, except for such work as NEPPL may specify in the notice of termination for the sole purpose of protecting that part of the Project already executed, or any work required to leave the site in a clean and safe condition,
 - terminate all subcontracts, except those to be assigned to NEPPL pursuant to GCC Clause
 - remove all Successful Bidder's tools and tackles from the site, repatriate the Successful Bidder's and its personnel from the site, remove from the site any wreckage, rubbish and debris of any kind, and leave the whole of the site in a clean and safe condition, and
 - deliver to NEPPL the parts of the Project executed by the Successful Bidder up to the date of termination, and
 - deliver to NEPPL all non-proprietary drawings, specifications and other documents prepared by the Successful Bidder as on the date of termination in connection with the Project.
 - In the event of termination of the Work Order under GCC Clause 5.11, NEPPL shall pay to the Successful Bidder the following amounts:
 - the Work Order Price, properly attributable to the parts of the Project executed by the Successful Bidder as of the date of termination

5.12. Arbitration

- A. Any dispute or difference arising out of or in connection with the Work Order shall first be attempted to be resolved amicably through mutual discussion between the authorized representatives of the Parties within thirty (30) Days of a written notice of dispute. If the dispute or difference is not so resolved, the same shall be referred for arbitration under the Arbitration and Conciliation Act, 1996.
- B. The arbitral tribunal shall consist of a sole arbitrator, who shall be appointed by the Parties mutually, in accordance with the Arbitration and Conciliation Act, 1996.
- C. The Successful Bidder shall continue to perform its obligations under this Contract during the arbitration proceedings.
- D. The arbitration proceedings shall be in English and shall take place in Delhi. The courts in Delhi shall have jurisdiction on any matter connected with or arising under this Contract. The law governing the arbitration and the process shall be Indian law only.
- E. The arbitration shall be the sole and exclusive remedy between the Parties regarding the dispute referred to arbitration and any claims, counterclaims, issues or accountings presented to the tribunal in connection with such dispute.
- F. The award rendered in any arbitration commenced hereunder shall be final, conclusive, and binding on the Parties.
- G. The Parties hereby undertake to implement the award with an immediate effect.

Section-6
Special Conditions of Contract (SCC)

S. No	SCC Clause	Description	Brief details
1	6.1	Back-to-Back Arrangement	The works under this RFP form part of the Change of Scope works ordered by NHAI on NEPPL vide the COS Order under the Concession Agreement dated 07.03.2024. The Successful Bidder shall perform its obligations in a manner that enables NEPPL to fully comply with its obligations to NHAI under the COS Order and the Concession Agreement insofar as they relate to the works. The Successful Bidder shall comply with all instructions of NHAI and the IE relating to the works, as communicated through NEPPL. Nothing in the Work Order shall create any contractual relationship between the Successful Bidder and NHAI or the IE. Any penalty, damages, deduction or recovery imposed on NEPPL by NHAI to the extent attributable to any act, omission, delay or default of the Successful Bidder shall be recoverable from the Successful Bidder, without double recovery for the same event
2	6.2	Approvals and Locations	Designs and drawings, make/ brand of all major components and the Site Survey Report shall be submitted to NEPPL for onward approval by the IE. No work shall commence at site before such approval is communicated in writing by NEPPL. The locations of the works shall be strictly as per Section 3, and no change in location shall be made without the prior written approval of NHAI through the IE
3	6.3	Terms of Payment	Payment against the rate (A) quoted in Bid Form 19 shall be released in the following stages for each Solar High Mast Light: (a) sixty percent (60%) on delivery of all materials at site after successful FAT and joint inspection by NEPPL/ IE; (b) thirty percent (30%) on installation, testing and commissioning, duly certified by the IE; and (c) the balance ten percent (10%) as retention, released after satisfactory operation of the complete system for a period of [three (3)] months from the date of the Completion Certificate, as certified by the IE, and submission of OEM warranty certificates in the name of NEPPL. The CMC charges (B) shall be paid in five (5) equal annual instalments of two percent (2%) of (A) each, in arrears, upon certification of satisfactory maintenance by NEPPL for the respective year. GST shall be paid extra as applicable against a valid tax invoice; TDS and other statutory deductions shall be made as per law. No mobilisation or other advance shall be payable. Payments shall be released within thirty (30) Days of receipt of an undisputed invoice supported by the requisite IE certification.

S. No	SCC Clause	Description	Brief details
			The above terms shall be read in conjunction with the payment conditions stipulated by NHAI vide letter No. 29567 dated 20.07.2026 referred to in the COS Order; where NHAI's conditions for any stage are more stringent, the same shall apply mutatis mutandis to the corresponding payment under the Work Order
4	6.4	Warranty	The Successful Bidder shall provide a comprehensive warranty of five (5) years from the date of the Completion Certificate for the complete system, and the manufacturer's warranties specified in Section 3 (including fifteen (15) years for solar PV modules). All OEM warranty certificates shall be issued in the name of NEPPL
5	6.5	Joint Efficacy Monitoring	The Successful Bidder shall participate in the joint efficacy-monitoring protocol instituted by the IE, including measurement of illumination levels at each location at the time of commissioning and periodically thereafter, logging of battery autonomy and system performance, and furnishing of data from the charge controller's monitoring interface, as and when required
6	6.6	Safety and Traffic Management	All works on the live highway shall be carried out with adequate traffic diversion, signage, barricading, flagmen and lighting in accordance with IRC: SP:55 and the directions of NEPPL/ IE. Erection of masts shall be carried out by trained personnel using suitable cranes/ equipment, and all work at height shall comply with applicable safety norms. The Successful Bidder shall be solely responsible for any accident or damage arising out of its works
7	6.7	Statutory Compliances	The Successful Bidder shall comply with all applicable labour laws, including those relating to minimum wages, EPF, ESIC and the Building and Other Construction Workers Act, and shall indemnify NEPPL against any liability arising out of non-compliance
8	6.8	Coordination with O&M and Protection of Highway Assets	All works within the Right of Way of the Project Highway shall be coordinated with NEPPL's O&M team. Any damage to highway assets (pavement, median, kerbs, drains, road furniture, utilities) caused by the Successful Bidder shall be made good at its own cost
9	6.9	Records and As-Built Documentation	On completion, the Successful Bidder shall submit as-built drawings, GPS coordinates of each mast, serial numbers of all major components, test reports and O&M manuals to NEPPL in hard and soft copy

Section-7
Annexure

7.1 Bid Forms – Technical Bid

7.1.1 Bid Form 2 (Cost of Bid) – Not Applicable

7.1.2 Bid Form 3 (Bid Security)

Bid Security

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

RFP no.: [Tender No. NEPPL/FY26-27/RFP/Design & SITC of Solar High mast/RKJL]

dated [DD MMM YYYY] To

NEPPL

We, the undersigned, attaching the copy of the Bid Security submitted in the form of [Demand Draft/
Fixed Deposit Receipt/ Bank Guarantee].

The Demand Draft no. is [insert], dated [DD MMM YYYY] (in case of a demand draft), or The Fixed Deposit Receipt no. is [insert], dated [DD MMM YYYY]. (in case of an FDR)

The Bank Guarantee no. is [insert], dated [DD MMM YYYY]. (in case of a Bank Guarantee)

Place: [insert place]

[sign here] Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

Bid Security (applicable only in case of Bank Guarantee)

(To be submitted on a non-judicial stamp paper of appropriate value as per The Indian Stamp Act, 1899 relevant to the place of execution. The stamp paper shall be purchased in the name of the issuing bank only.)

Bank Guarantee (BG) no.: [insert BG no.] Date: [DD MMM YYYY]

To
NEPPL

WHEREAS M/s. [insert name of the Bidder] having its registered office at [insert address] (hereinafter called "the Bidder") wish to submit its Bid for the selection as an Successful Bidder for design, engineering, supply, installation, testing, commissioning and acceptance of solar High Mast Lights along with Comprehensive Maintenance for five (5) Years on a rate contract basis with reference to Request For Proposal (RFP) no. [insert RFP no.] dated [DD MMM YYYY].

AND WHEREAS it has been stipulated by NEPPL in the said RFP that the Bidder shall furnish NEPPL with a Bank Guarantee from a nationalized or scheduled commercial bank for the sum specified therein, as Bid Security for compliance with its obligations in accordance with the Bidding Document.

AND WHEREAS we have agreed to give the Bidder such a Bid Security in the form of this Bank Guarantee. NOW THEREFORE we hereby affirm that we are the guarantors and responsible to NEPPL on behalf of the Bidder for an amount up to a total of INR [Amount of the Bank Guarantee in words]([Indian Rupees in figures]) only and we undertake to pay NEPPL upon NEPPL first written demand declaring the Bidder to be in default under the various provisions of the Bidding Document and without cavil or argument, any sum or sums within the limits of the amount of Bank Guarantee, as aforesaid, without NEPPL need to prove or to show grounds or reasons for the demand or the sum specified therein. We hereby waive the necessity of your demanding of the said demand from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Bidding Document to be performed thereunder or any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this Bank Guarantee and we hereby waive notice of any such change, addition or modification.

This Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the issuing bank.

This Bank Guarantee shall be a primary obligation of the issuing bank and accordingly NEPPL shall not be obliged before enforcing this Bank Guarantee to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by NEPPL or to exercise, levy or enforce any distress, diligence or other processes against the Bidder.

This Bank Guarantee shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

This Bank Guarantee shall be effective only when the Bank Guarantee is issued to the account holder "NEPPL".

Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR [insert] (Indian Rupees [in words]) only and it shall remain with an expiry date up to [DD MMM YYYY, [insert] months from the original last date of submission of Bid] with a claim date up to [DD MMM YYYY, 12 months from the date of expiry] and shall be extended from time to time for such period, as may be desired by M/s. [insert the Bidder name] whose behalf this guarantee has been given.

Our branch at [Name and address of the branch] is liable to pay the guaranteed amount depending on the filing of the claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our [Name and address of the branch] branch a written claim or demand and received by us at our [Name and address of the branch] branch, otherwise the bank shall be discharged of all liabilities under this guarantee thereafter.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on [DD MMM YYYY] at [insert location of signing].

(Signature of the authorized officer of the Bank) Name and designation of the officer
Seal, name and address of the Bank and address of the Branch Power of attorney no.:

WITNESSES

Signature:
Name: Address:

Signature:
Name: Address:

Note:

1. Please ensure that each page of the Bank Guarantee is duly signed by the authorized signatory of the issuing bank and stamp of the issuing bank is affixed thereon.
2. Please ensure whether the last page is signed with full particulars including two witnesses under the seal of Bank as required in the prescribed format.
3. Please ensure that the date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of the stamp paper under the signature of the stamp vendor. The date of purchase of stamp paper shall be not later than the date of execution of the Bank Guarantee.
4. In case of any overwriting, cutting, etc. on the Bank Guarantee have been properly authenticated under signature and seal of the authorized office of the issuing bank.

7.1.3 Bid Form 4 (Power of Attorney)

Power of Attorney

(To be submitted on a non-judicial stamp paper of appropriate value as per The Indian Stamp Act, 1899 relevant to the place of execution. The stamp paper shall be purchased in the name of the Bidder only.)

Signature and stamp of the notary of the place of execution [insert place] dated [DD MMM YYYY]

Date: [DD MMM YYYY]

RFP no.: [insert RFP no.] dated [DD MMM YYYY]

To

NEPPL

Know all men by these presents, We, [name of the executant(s)], do hereby constitute, appoint and authorize [name of the Authorized Signatory] as the Authorized Signatory presently residing at [residential address of Authorized Signatory] and having PAN [insert PAN no. of Authorized Signatory] who is presently employed with us and holding the designation of [designation of the Authorized Signatory] as our true and lawful representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for the selection as an Successful Bidder for design, engineering, supply, installation, testing, commissioning and acceptance of solar High Mast Lights along with Comprehensive Maintenance for five (5) Years on a rate contract basis with reference to the RFP no. [insert RFP no.] dated [DD MMM YYYY] issued by NEPPL.

The Authorized Signatory shall represent us and shall be responsible for the signing of the Bid, submission of the Bid and executing all other documents related to this Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which NEPPL may require us to submit. The Authorized Signatory is further authorized to make representations to NEPPL and provide information/ responses to NEPPL, representing us in all matters before NEPPL, and generally dealing with NEPPL in all matters in connection with our Bid and during the performance of the Work Order.

We hereby agree to ratify all acts, deeds and things are done by our said Authorized Signatory pursuant to this Power of Attorney and that all acts, deeds and things are done by our aforesaid Authorized Signatory shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the Bidding Document.

Signature of the executant Name:

Designation:

Address:

Company:

Accepted by

Signature of the Authorized Signatory Name:

Designation:

Address:

Company:

Common seal of [name of the Bidder] is affixed in [my/our] presence pursuant to the provisions mentioned in the clause under "Seal" of the Article of Association.

Board resolution dated [DD MMM YYYY] is attached below.

WITNESS

Signature: Name:

Address:

Signature: Name:

Address:

Notes:

1. The mode of execution of the power of attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same shall be under the common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by a Board Resolution.
2. The person authorized under this Power of Attorney shall be a person holding the responsible post and designation in the company.
3. The Board Resolution forms a part of the Power of Attorney.

Board Resolution

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

RFP no.: [insert RFP no.]

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF M/S. [insert name of the Bidder] HAVING ITS REGISTERED OFFICE AT [insert office address of the Bidder] HELD ON [DDMMM YYYY] AT [HHMM] HRS.

Resolved that we, [insert name of the Bidder], do agree to participate in the RFP invited by NEPPL vide RFP no. [insert RFP no.] dated [DD MMM YYYY] for the selection as a Successful Bidder for design, engineering, supply, installation, testing, commissioning and acceptance of solar High Mast Lights along with Comprehensive Maintenance for five (5) Years on a rate contract basis.

RESOLVED FURTHER THAT, [insert name of the Bidder] agrees to unconditionally accept all terms and conditions mentioned in the aforementioned Bidding Document.

RESOLVED FURTHER THAT, Ms./Mr. [Name of the Authorized Signatory] [is/ are] presently residing at [residential address of Authorized Signatory] and having PAN [insert PAN no. of Authorized Signatory] who is presently employed with us and holding the designation of [designation of the Authorized Signatory] is the Authorized Signatory of [insert name of the Bidder] and hereby authorized to sign, execute and submit such applications, undertakings, agreements and other requisite documents writings and deeds as may be deemed necessary or expedient to implement the above Project.

AND RESOLVED FURTHER THAT, the common seal of the company is affixed, wherever necessary, in accordance with the applicable procedure laid down by the applicable law and the charter documents.

For [insert name of the Bidder]

Chairman/ Director/ Company Secretary (Signatory of the Board Resolution)

Name of the Authorized Signatory Specimen signature of Authorized Signatory

Note: The above signature(s) to be attested by the person signing the resolution

7.1.4 Bid Form 5 (Covering Letter of Technical Bid)

Covering Letter of Technical Bid

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

RFP no.: [insert RFP no.] dated [DD MMM YYYY]

To
NEPPL

Sub: Submission of Technical Bid for design, engineering, supply, installation, testing, commissioning and acceptance of solar High Mast Lights along with Comprehensive Maintenance for five (5) Years on a rate contract basis.

Dear [Sir/ Madam],

Having examined the Bidding Document carefully, We, the undersigned, offer to submit herewith the Technical Bid as per the subject line and RFP no. mentioned above.

We are submitting our Bid

Whereby undertake the following:

1. We have read all the provision of the Bidding Document and confirm that notwithstanding anything stated elsewhere in our Technical Bid to the contrary, the provisions of the Bidding Document are acceptable to us and we further confirm that we have not taken any deviation to the provision of the RFP anywhere in our Bid. Acceptance of the above attribute shall be considered as our confirmation that any deviation, variation or additional condition, etc. or any mention, contrary to the provisions of Bidding Document found anywhere in our Technical Bid implicit or explicit shall stand unconditionally withdrawn, without any cost implication whatsoever to NEPPL.
2. We further declare that any additional conditions, variations, deviations, if any, in our Bid shall not be given effect to. We further understand that any deficiency or illegibility in our Technical Bid shall result in rejection of our Technical Bid.
3. We hereby declare that all the information and statements made in this proposal are complete, true and correct and also accept that any misinterpretation contained in it may lead to our disqualification and rejection of our Technical Bid. In case of any false documents submitted and found any time in the future, we shall be liable to be proceeded as per Applicable Law.
4. We confirm that we have submitted the Technical Bid as per the instructions given in the Bidding Document.

5. We hereby declare and confirm that only we are submitting our Bid and that our parent, affiliate, the ultimate parent or any group companies with which we have direct or indirect relationships are not separately submitting their Bid.
6. We hereby declare that our application has been submitted in good faith and the information contained is true and correct to the best of our knowledge and belief.
7. We confirm that the Technical Bid submitted are subject to the verification solely by appropriate authorities of NEPPL as per all the terms of the Bidding Document and agree that the decision taken by NEPPL shall be final and binding on us.
8. We declare that our Technical Bid is fully compliant to the qualification requirement mentioned under Section 4 (QR) and we have not misrepresented any information provided in our Bid.
9. We confirm that any genuine changes made by NEPPL in the interest of the Project with respect to the Technical Specifications, Designs and Drawings during the course of performance of the Work Order shall be fully acceptable to us without any cost implication whatsoever to NEPPL.
10. We confirm that we will comply with all the Applicable Laws and Prudent Utility Practices all the time during the performance of the Work Order.
11. We confirm that we have submitted the Technical Bid as per the forms given in Bid Form (Technical Bid) and/ or the instructions given in the RFP; failure to which our Technical Bid shall be considered as non-responsive and shall be liable for rejection.
12. We agree that We have not submitted any conditional or alternative Technical Bid and in case of any deviation, then our Technical Bid shall be considered as non-responsive and shall be liable for rejection.
13. We confirm that we do not have any conflict of interest in accordance with the provisions of the RFP.
14. We confirm that in case we are directly or indirectly through an agent engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice, Obstructive Practice or Integrity Violation, then our Technical Bid shall be considered as non-responsive and shall be liable for rejection.
15. We confirm that NEPPL reserves all the right to accept or reject any Technical Bid without assigning any reasons thereof and shall not be held liable for any such action and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
16. We confirm that in case our Bid is accepted, we undertake to provide Contract Performance Securities as specified in the RFP, else our Bid Security shall be forfeited.
17. We agree that this Technical Bid shall remain valid for a period of **One Hundred and Eighty (180)** Days from the original last date of online Bid submission and such further period as may be

mutually agreed upon.

18. The Bidding Document has been discussed in the Board meeting and a Board Resolution (BR) no. [insert BR no.] dated [DD MMM YYYY] has been concurred for submission of our Bid and is enclosed as a part of Bid Form 4 (Power of Attorney).
19. We undertake that NEPPL shall, without prejudice to any other right or remedy, be at liberty to forfeit the Bid Security deposited by us in case of any default as per the Bidding Document.
20. In case we fail to achieve the milestones of Commissioning and Acceptance of the Project as per the Project Timelines, NEPPL shall, without prejudice to any other right or remedy, be at liberty to forfeit the Performance Security.
21. We confirm that we shall establish a site office at Jabalpur (Madhya Pradesh) with adequate manpower and spares so as to deliver uninterrupted and sustainable Comprehensive Maintenance during the CMC Period.
22. We understand that you are not bound to accept any Technical Bid you may receive.

Place: [insert place]

[sign here] Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

7.1.5 Bid Form 6 (Technical Qualification)**Technical Qualification**

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY] RFP no.: [insert RFP no.] dated [DD MMM YYYY]

To
NEPPL

We confirm that we meet the Qualification Requirement mentioned in QR Clause 4.3 of Section 4 (QR) and we have the experience of commissioning solar High Mast Lights for a cumulative quantity as mentioned under the "Our experience in Nos." in the last five (5) years from the last date of online submission of the Technical Bid.

As per QR Clause 4, our experiences are as follows:

Package	Our experience in Nos.	Reference project no.

The details pertaining to the reference projects are given below*:

Sr. No.	Item Description	Reference project [insert]**
1.	Nos. of Solar High Mast Light supplied and installed under the Project	[Quantity of Solar High Mast Lights/ Solar Street Lights as per joint commissioning certificate/experience certificate] Nos.
2.	Title of the project with a brief of scope	[insert]
3.	Actual project cost	[insert] Lakh INR
4.	Name of the client with the full address including the contact no. and email id of the client	Name of the client: [insert] Address: [insert] Contact no.: [insert] Email id: [insert]
5.	Name of the ultimate user of the project	[insert]
6.	Project arrangement	[Off-grid or other (please specify)]
7.	Location of the project and GPS/ Google coordinate	Address of the project: [insert] GPS/ Google coordinate: [insert]
8.	I have attached the relevant letter of awards/ work orders/ contract agreement along with any amendments issued in full without deleting/hiding any information	[Yes/ No]
9.	Details of the letter of awards/ work orders/ contract	Work order no.: [insert] Date of work order: [DD MMM YYYY] Whether any liquidated damages been charged by the client? [Yes/ No]. In case of yes, please provide the details.

10.	I have attached the joint commissioning certificate issued by the concerned government authority as per the prudent utility practices	[Yes/ No]
11.	Details of the joint commissioning certificate	Name of the client/ government authority issuing the joint commissioning certificate: [insert] Target date of commissioning: [DD MMM YYYY] Actual date of commissioning: [DD MMM YYYY]

* The details shall be furnished separately for each reference project.

** in case of multiple reference projects, please keep on adding separate columns.

The scan copies of the letter of awards/ work orders/ contract along with the associated joint commissioning certificates/ experience certificates are enclosed below:

[Please attached the proof of documents]

[sign here] Signature

Name of Authorized Signatory: [insert name] Designation: [insert designation]

Place: [insert place]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

Date: [DD MMM YYYY]

7.1.6 Bid Form 7 (Financial Qualification)**Financial Qualification**

(To be submitted on the letterhead of the chartered accountant)

Date: [DD MMM YYYY]

RFP no.: [insert RFP no.] dated [DD MMM YYY] To
NEPPL

I, [insert name of the chartered accountant], confirm that the Bidder, [insert name of the Bidder], meets the Financial Qualification Requirement as mentioned in QR Clause 4.4 of Section 4 (Qualification Requirement). The compliance to the Financial Qualification Requirement is mentioned below, as per our detailed evaluation of the Bidder's latest certified true copy of the audited annual accounts and their work orders related to the solar business.

Average annual turnover (as per QR Clause 4.4.1),

Particulars	Unit	FY23-24	FY24-25	FY25-26
Annual turnover from solar business only#	Lakh INR	[insert]	[insert]	[insert]
Average annual turnover from solar business only#	Lakh INR	[insert]		

other income is not considered

Net Worth (as per QR Clause 4.4.2) (applicable in case of companies),

Particulars	Unit	FY25-26
Aggregate value of the paid-up share capital	Lakh INR	[insert]
Add: all reserves created out of the profits and securities premium account.	Lakh INR	[insert]
Subtract: Accumulated losses	Lakh INR	[insert]
Subtract: Deferred expenditure	Lakh INR	[insert]
Subtract: Miscellaneous expenditure not written off	Lakh INR	[insert]
Net Worth*	Lakh INR	[insert]

Note: It does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

[For partnership firm and sole proprietorship firm, as per the methodology certified by the chartered accountant based on the Applicable Law in India.]

I hereby declare that all the information and statements made in this certificate are complete, true and correct and also accept that any misinterpretation contained in it may lead to cancellation of my CA membership, and I shall be liable to be proceeded as per the Applicable Law.

Place: [insert place]

[sign here] Signature

Name of Chartered Accountant (CA): [insert name] Designation:
[insert designation]

Name of the firm of the CA: [insert Bidder's legal entity name] CA
membership no.: [insert CA membership no.]

Registration no. of the CA's firm:

Seal: [insert seal of the Bidder]

Date: [DD MMM YYYY]

7.1.7 Bank Certificate

This is to certify that M/s..... is a reputed Company with a good financial standing.

If the Contract for the work, namely [Design, Engineering, Supply, Installation, Testing, Commissioning and Acceptance of Solar High Mast Lights along with Comprehensive Maintenance for five (5) Years] is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of INR [●]/- (Rupees [●] only) [being 10% of the estimated cost] to meet their working capital requirements for executing the above Contract.

Bid Form 8 (Test Certificates)

Date: [DD MMM YYYY]

RFP no.: [insert RFP no.] dated [DD MMM YYYY] To
NEPPL

We, the undersigned, declare that the “**Test Certificates**” for the Equipment are issued to us from the valid MNRE/ NABL/ BIS authorized Test Labs, pursuant to the requirements as mentioned in QR Clause 4.2.1.

Sl. No.	Major Component	Test Certificates Required	Test description	Designated Test Labs

Note: The copies of the Test Certificates shall be attached.

Place: [insert place]

[sign here] Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

7.1.8 Bid Form 9 (Self-certificate)

Self-certificate

(To be submitted on a non-judicial stamp paper of appropriate value as per The Indian Stamp Act, 1899 relevant to the place of execution. The stamp paper shall be purchased in the name of the Bidder only.)

Date: [DD MMM YYYY]

RFP no.: [insert RFP no.] dated [DD MMM YYYY]

To

NEPPL

We, the undersigned, confirm and certify that we have not been debarred/ blacklisted/ defaulted by any Government, agency, Public Sector Undertaking (PSU), institution/ autonomous organizations in the past. We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

I/we hereby declare the following in the context of the aforementioned tender that:

In case of any false documents submitted and found in the future, we shall be liable to be proceeded against as per the Applicable Law.

In case of any such events, we have provided the case details and their current status below.
[strike-off this line, in case it is not applicable].

Place: [insert place]

[sign here] Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

7.1.9 Bid Form 10 (Undertaking for Indigenousness)

Undertaking for Indigenousness

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

RFP no.: [insert RFP no.] dated [DD MMM YYYY]

To
NEPPL

We, [insert the Bidder name], hereby certify and confirm that the solar photovoltaic modules to be supplied under this Project shall be indigenously manufactured (Domestic Content Requirement compliant) and enlisted in the Approved List of Models and Manufacturers (ALMM), as per the relevant guidelines of the Ministry of New and Renewable Energy (MNRE), Government of India.

Place: [insert place]

[sign here] Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

7.1.10 Bid Form 12 (Registration details)

Registration details

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

RFP no.: [insert RFP no.] dated [DD MMM YYYY] To
NEPPL

We, the undersigned, attaching the Certificate of Incorporation, Memorandum of Association (MOA) and Article of Association (AOA) [applicable in case of companies]. The **AOA** (if applicable) shall mention the company's operations and defines the company's purpose from the SOW point of view
or

We, the undersigned, attach the Partnership Deed [applicable in case of partnership firm]. or
We, the undersigned, attaching the proof of having the bank account or any other document as issued by the Government [applicable in case of sole proprietorship firm].

Place: [insert place]

[sign here] Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

7.1.11 Bid Form 13 (PAN)

PAN

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

RFP no.: [insert RFP no.] dated [DD MMM YYYY]

To
NEPPL

We, the undersigned, attaching the copy of the PAN card.

The PAN is [insert PAN].

Place: [insert place]

[sign here] Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

7.1.12 Bid Form 14 (GST Certificate)

GST Certificate

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

RFP no.: [insert RFP no.] dated [DD MMM YYYY]

To
NEPPL

We, the undersigned, attaching the copy of the GST Certificate.

The GST no. is [insert GST no.] and the place of GST registration is for the state of [insert state name].

Place: [insert place]

[sign here] Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

7.1.13 Bid Form 15 (Income Tax Return)

Income Tax Return

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

RFP no.: [insert RFP no.] dated [DD MMM YYYY]

To
NEPPL

We, the undersigned, attaching the copy of the Income Tax Return for the last three (3) assessment years for AY 2024-25, AY 2025-26 and AY 2026-27.

Place: [insert place]

[sign here] Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

7.1.14 Bid Form 16 (Quality Assurance)

Quality Assurance

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

RFP no.: [insert RFP no.] dated [DD MMM YYYY]

To
NEPPL

We, the undersigned, declares that we have a copy of the ISO certificate for ISO 9001 and will submit the copy of the ISO 14001 certificates in the name of the Original Equipment Manufacturer (OEM), supported by a letter of authorization from the OEM, as per QR Clause 4.2.2.

Place: [insert place]

[sign here] Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

Note: The documentary evidences shall be submitted as a part of response to the Letter of Intent and prior to issuance of the Work Order, and not at the time of bidding.

7.1.15 Bid Form 17 (Summary of the Bidder)

Summary of the Bidder

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

RFP no.: [insert RFP no.] dated [DD MMM YYYY]

To
NEPPL

We, the undersigned, attaching the summary of [insert name of the Bidder] in excel format.

Place: [insert place]

[sign here] Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

7.2 Bid Forms – Price Bid

7.2.1 Bid Form 18 (Covering Letter of Price Bid)

Covering Letter of Price Bid

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

RFP no.: [insert RFP no.] dated [DD MMM YYYY]

To

NEPPL

Sub: Submission of Price Bid for design, engineering, supply, installation, testing, commissioning and acceptance of solar High Mast Lights along with Comprehensive Maintenance for five (5) Years on a rate contract basis.

Dear [Sir/ Madam],

Having examined the Bidding Document carefully, We, the undersigned, offer to submit herewith the Price Bid as per the subject line and RFP no. mentioned above.

We agree that this Price Bid shall remain valid for a period of One Hundred and Eighty (180) Days from the original last date of online Bid submission and further for empanelment period of One Year from the date of issue of Letter of Empanelment. The validity of bid price may be extended for further period as may be mutually agreed upon.

We have read all the provision of the Bidding Document and confirm that notwithstanding anything stated elsewhere in our Price Bid to the contrary, the provisions of the Bidding Document are acceptable to us and we further confirm that we have not taken any deviation to the provision of the RFP anywhere in our Bid.

Acceptance of the above attribute shall be considered as our confirmation that any deviation, variation or additional condition, etc. or any mention, contrary to the provisions of Bidding Document found anywhere in our Price Bid implicit or explicit shall stand unconditionally withdrawn, without any cost implication whatsoever to NEPPL.

We further declare that any additional conditions, variations, deviations, if any, in our Bid shall not be given effect to. We further understand that any deficiency or illegibility in our Price Bid shall result in rejection of our Price Bid.

We hereby declare that all the information and statements made in this proposal are complete, true and correct and also accept that any misinterpretation contained in it may lead to our disqualification and rejection of our Price Bid.

We hereby declare that our application has been submitted in good faith and the information contained is true and correct to the best of our knowledge and belief.

We agree with the following:

1. We confirm that the Price Bid submitted are subject to the verification solely by appropriate

authorities of NEPPL as per all the terms of the Bidding Document and agree that the decision taken by NEPPL shall be final and binding on us.

2. We declare that our Price Bid is fully compliant as per the terms of the Bidding Document.
3. We confirm that we have submitted the Price Bid in Indian Rupees only and the Price Bid will be considered up to two places of decimal only.
4. We confirm that any genuine changes made by NEPPL in the interest of the Project with respect to the Technical Specifications, Designs and Drawings during the course of performance of the Work Order shall be fully acceptable to us without any cost implication whatsoever to NEPPL.
5. We confirm that we will comply with all the Applicable Laws and Prudent Utility Practices all the time during the performance of the Work Order.
6. We confirm that we have submitted the Price Bid as per the forms given in Bid Form (Price Bid) and/ or the instructions given in the RFP; failure to which our Price Bid shall be considered as non-responsive and shall be liable for rejection.
7. We agree that We have not submitted any conditional or alternative Price Bid and in case of any deviation, then our Price Bid shall be considered as non-responsive and shall be liable for rejection.
8. We confirm that we have not mentioned the Price Bid anywhere other than the Price Bid on the NEPPL procurement portal for further evaluation. If we submit the Price Bid through official Email Id that is not in line with the instructions mentioned therein, then the Price Bid shall be considered as non-responsive and shall be liable for rejection.
9. We confirm that we do not have any conflict of interest in accordance with the provisions of the RFP.
10. We confirm that in case we are directly or indirectly through an agent engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice, Obstructive Practice or Integrity Violation, then our Price Bid shall be considered as non-responsive and shall be liable for rejection.
11. We understand that you are not bound to accept any Price Bid you may receive.
12. We confirm that NEPPL reserves all the right to accept or reject any Price Bid without assigning any reasons thereof and shall not be held liable for any such action and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
13. We confirm that in case our Bid is accepted, we undertake to provide Contract Performance Securities as specified in the RFP, else our Bid Security shall be forfeited.
14. The rates quoted by us are firm, final and are meant for execution of the allotted supply/ installation within the time frame stipulated in the tender/supply/ installation order.
15. We shall be responsible for the payment of the respective taxes to the appropriate authorities and should I/we fail to do so, I/we hereby authorize NEPPL to recover the taxes due from us and deposit the same with the appropriate authorities on their demand.

Place: [insert place]

[sign here] Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

7.2.2 Bid Form 19 (Price Bid)**Price Bid for Solar High Mast Lights
(Sample Format)**

Date: [DD MMM YYYY]

RFP no.: [insert RFP no.] dated [DD MMM YYYY]

Particulars	Description			
Name of the Project	Design, engineering, supply, installation, testing, commissioning and acceptance of solar High Mast Lights (12 nos. at 06 locations) along with Comprehensive Maintenance for five (5) Years on a rate contract basis.			
Name of the Bidder	[insert the Bidder name]			
Project Highway	Sleemanabad–Jabalpur–Lakhnadon Section (Pkg-4 & JL)			
Quantity: 12 (twelve) nos.				
Price Bid for Project – per unit total cost				
Sl. No.	Particulars	Label	Price in INR per Unit	Price in INR per Unit (in words)
1	Cost of design, engineering, supply, installation, testing, commissioning and acceptance of Solar High Mast Lights as per the Technical Specification and all terms given in the RFP	A	INR [insert]	Indian Rupees [insert] only
2	Cost of CMC for 5 Years @ 10% of A, payable in five (5) equal annual instalments of 2% of A each, in arrears	B = 10% * A	To be auto calculated	
3	Total cost per Solar High Mast Light with CMC (Total Price)	C = A+B	To be auto calculated	

Note:

- The above rate contract shall be valid for a period of one (1) year from the date of issue of the Work Order.
- This format to be filled as per the instruction given in the RFP.
- The Bids shall be evaluated on the basis of Total Price (C) × 12 nos.
- Tax (GST) rates shall be as per the actuals at the time of invoicing as per the prevailing tax rules in India.

7.3 Letter of Intent Forms

7.3.1 LOI Form 1 (Letter of Intent)

Letter of Intent

(To be submitted on the letterhead of NEPPL) Letter of Intent no.: [insert Letter of Intent no.] dated [DD MMM YYYY]

From
NEPPL

To

[Bidder name] [Address]

Sub: Letter of Intent to the Successful Bidders for design, engineering, supply, installation, testing, commissioning and acceptance of solar High Mast Lights along with Comprehensive Maintenance for five (5) Years on a rate contract basis.

Reference:

1. NIT no. [insert NIT no.] dated [DD MMM YYYY]
2. RFP no. [insert NIT no.] dated [DD MMM YYYY]

With reference to the above, you have been selected as the Successful Bidder and you are requested to submit the following critical documents within a maximum period of seven (7) Days from the date of issue of this Letter of Intent, without any fail, else your Bid shall be liable for rejection and the Bid Security submitted to us shall be forfeited.

Sl. No	Critical documents
1.	Acceptance to the Letter of Intent by signing the copy of the Letter of Intent along with an official seal, date, and submission to NEPPL
2.	Submission of Performance Security as per ITB Clause 1.6.3

Place: [insert place]

[sign here] Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

7.3.2 LOI Form 2 (Performance Security)

Performance Security (in the form of a Bank Guarantee)

(To be submitted on a non-judicial stamp paper of appropriate value as per The Indian Stamp Act, 1899 relevant to the place of execution. The stamp paper shall be purchased in the name of the issuing bank only.)

Bank Guarantee (BG) no.: [insert BG no.] Date: [DD MMM YYYY]

To
NEPPL

WHEREAS M/s. [insert name of the Successful Bidder] having its registered office at [insert address] (hereinafter called "the Successful Bidder") has been selected as the Successful Bidder for the selection as an Successful Bidder for design, engineering, supply, installation, testing, commissioning and acceptance of solar High Mast Lights along with Comprehensive Maintenance for five (5) Years on a rate contract basis with reference to Request For Proposal (RFP) no. [insert RFP no.] dated [DD MMM YYYY] and Letter of Intent (LOI) no. [insert LOI no.] dated [DD MMM YYYY].

AND WHEREAS it has been stipulated by NEPPL in the said Bidding Document that the Successful Bidder shall furnish NEPPL with a Bank Guarantee from a nationalized or scheduled commercial bank for the sum specified therein, as Performance Security for compliance with its obligations in accordance with the Bidding Document, the Letter of Intent and the Work Order to be issued by NEPPL.

AND WHEREAS we have agreed to give the Successful Bidder such a Performance Security in the form of this Bank Guarantee. NOW THEREFORE we hereby affirm that we are the guarantors and responsible to NEPPL on behalf of the Successful Bidder for an amount up to a total of INR [Amount of the Bank Guarantee in words] ([Indian Rupees in figures]) only and we undertake to pay NEPPL upon NEPPL first written demand declaring the Successful Bidder to be in default under the various provisions of the Bidding Document and/ or the Work Order to be issued by NEPPL and without cavil or argument, any sum or sums within the limits of the amount of Bank Guarantee, as aforesaid, without NEPPL need to prove or to show grounds or reasons for the demand or the sum specified therein. We hereby waive the necessity of your demanding of the said demand from the Successful Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Bidding Document and/ or the Work Order to be issued by NEPPL to be performed thereunder or any of the contract documents which may be made between you and the Successful Bidder shall in any way release us from any liability under this Bank Guarantee and we hereby waive notice of any such change, addition or modification.

This Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the issuing bank.

This Bank Guarantee shall be a primary obligation of the issuing bank and accordingly NEPPL shall not be obliged before enforcing this Bank Guarantee to take any action in any court or arbitral proceedings against the Successful Bidder, to make any claim against or any demand on the

Successful Bidder or to give any notice to the Successful Bidder or to enforce any security held by NEPL or to exercise, levy or enforce any distress, diligence or other processes against the Successful Bidder.

This Bank Guarantee shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

This Bank Guarantee shall be effective only when the Bank Guarantee is issued to the account holder "NEPL" in the bank and branch "XXXX., Branch, Delhi" having the account no. xxxx IFSC code xxxx.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR [insert] (Indian Rupees [in words]) only and it shall remain with an expiry date up to [DD MMM YYYY, [insert] months from the original last date of submission of Bid] with a claim date up to [DD MMM YYYY, 12 months from the date of expiry] and shall be extended from time to time for such period, as may be desired by M/s. [insert the Successful Bidder name] whose behalf this guarantee has been given.

Our branch at [Name and address of the branch] is liable to pay the guaranteed amount depending on the filing of the claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our [Name and address of the branch] branch a written claim or demand and received by us at our [Name and address of the branch] branch, otherwise the bank shall be discharged of all liabilities under this guarantee thereafter.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on [DD MMM YYYY] at [insert location of signing].

(Signature of the authorized officer of the Bank) Name and designation of the officer
Seal, name and address of the Bank and address of the Branch Power of attorney no.:
WITNESSES

Signature: Name:
Address:

Signature: Name:
Address:

Note:

1. Please ensure that each page of the Bank Guarantee is duly signed by the authorized signatory of the issuing bank and stamp of the issuing bank is affixed thereon.
2. Please ensure whether the last page is signed with full particulars including two witnesses under the seal of Bank as required in the prescribed format.
3. Please ensure that the date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of the stamp paper under the signature of the stamp vendor. The date of purchase of stamp paper shall be not later than the date of execution of the Bank Guarantee.
4. In case of any overwriting, cutting, etc. on the Bank Guarantee have been properly authenticated under signature and seal of the authorized office of the issuing bank.

7.3.3 LOI Form 3 (Sample format for CMC)**Sample format for Comprehensive Maintenance Contract (CMC)**

CMC ref no: [insert] Date: [DD MMM YYYY]

Sub: CMC for design, engineering, supply, installation, testing, commissioning and acceptance of solar High Mast Lights along with Comprehensive Maintenance for five (5) Years on a rate contract basis.

Ref:

1. NIT no. [insert] dated [DD MMM YYYY]
2. RFP no. [insert] dated [DD MMM YYYY]
3. Letter of Intent no. [insert] dated [DD MMM YYYY]
4. Work Order no. [insert] dated [DD MMM YYYY]

The Comprehensive Maintenance Contract (CMC) is signed jointly between the two (2) Parties on this [insert] day of [insert] month in the year [insert] at Delhi and shall come into force from the date of its signing.

CMC for maintenance of Project consisting of [Solar High Mast Lights] supplied and installed by M/s [insert the name of the Successful Bidder] for a CMC Period of five (5) years from the date of Commissioning of the Project.

This CMC is executed between NEPL, herein after called as the First Party and M/s [insert the name of the Successful Bidder] having registered office at [insert address of the Successful Bidder] herein after called as Second Party, for the maintenance of the Project for a period of five (5) years from the date of Commissioning of the Project, as per the details provided herein:

Project	Location details	Remarks
[insert]	[insert]	[insert]

The Second Party will maintain the Project as per the terms and conditions mentioned here under:

1. It has been envisaged in the Work Order under Article [insert] that the Project shall be warranted against any manufacturing defect and bad workmanship during the CMC Period of five (5) years from the date of Commissioning of the Project. As these Projects have been Commissioned after issuance of a Commissioning Certificate. Hence, the Second Party is fully responsible for their trouble-free maintenance and the Second Party is liable to rectify/ remove any defect noticed within the aforesaid CMC Period, free of cost.
2. The Second Party will impart training to at least two (2) designated persons from the organization be able to provide first aid repair service for the solar lighting systems.

3. The Performance Security has been submitted only in the form of the Bank Guarantee and the Bank Guarantees were issued in favour of NEPL payable at Delhi for an amount, expiry date and claim date as mentioned below:

The Performance Security has been submitted for an aggregate amount equivalent to five percent (05%) of the Total Price

4. The CMC includes repair/ replacement of all spares, consumable and all the Equipment including but not limited to solar photovoltaic module, battery, LED Light, balance of systems, etc. during the CMC Period.
5. The Second Party shall undertake corrective maintenance upon registration of a complaint by NEPL/ IE/ NHAI. The Second Party shall attend the complaint within twenty-four (24) hours, restore full functionality within seventy-two (72) hours of lodging the complaint, and submit a closure report with photographs to NEPL by email.
6. The Second Party shall undertake scheduled maintenance work as per the prescribed format attached in Annexure and submit the maintenance report to NEPL by email strictly according to the given schedule.
7. The Second Party shall apprise the First Party about the requirements and supply of spares during warranty as well as CMC Period.
8. Annual report from NEPL shall be considered as token of verification of maintenance done and release of annual payment of CMC in arrears upon completion of each year of CMC Period.
9. It will be the liberty of the First Party to crosscheck the systems maintained by the Second Party. Random verification of the maintenance may be carried out by the First Party wherever necessary.
10. The Second Party may continue to maintain the gadgets after expiry of the CMC Period of five (5) years from the date of Commissioning of the Project, provided the First Party desires.
11. For adjudication of any dispute between the two (2) Parties arising on execution of this CMC, the matter shall first be brought to the notice of NEPL.
12. In case there will be no amicable settlement of the issues, the matter can be referred to the court of law having jurisdiction at Delhi only.

For and on behalf of NEPL (First Party),

Place: [insert place]

[sign here] Signature

Name of Authorized Signatory of NEPL: [insert name]

Designation: [insert designation]

NEPL

Seal: [insert seal of the Bidder]

For and on behalf of M/s..... (Second Party)