

PUNJAB STATE POWER CORPORATION LTD.

Regd. Office: PSEB Head Office, The Mall, Patiala-147001

Corporate Identification Number (CIN): U40109PB2010SGC033813

Website: www.pspcl.in

REQUEST FOR SELECTION (RfS)

**FOR PURCHASE OF 1000 MW SOLAR POWER THROUGH COMPETITIVE
BIDDING PROCESS [FOLLOWED BY E- REVERSE AUCTION] FROM 5 MW
AND ABOVE GRID CONNECTED SOLAR PHOTOVOLTAIC POWER PROJECTS
LOCATED ANYWHERE IN PUNJAB**

RfS No. 41/PSPCL/IPC/SOLAR/1000MW/2023/ET-5 Dated 29.05.2023



ISSUED BY:

PUNJAB STATE POWER CORPORATION LIMITED

CHIEF ENGINEER/ NRSE & THERMAL (D)

OFFICE OF SUPERINTENDING ENGINEER /INVESTMENT PROMOTION CELL

T8, NRSE & THERMAL (D), SHAKTI VIHAR, PSPCL, PATIALA-147001

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DISCLAIMER

1. Though adequate care has been taken while preparing the RfS document, the Bidders shall satisfy themselves that the document is complete in all respects. Observation of any discrepancy shall be intimated to this office immediately. If no intimation is received from any Bidder within seven (7) days from the date of notification of RfS/ Issue of the RfS documents, it shall be considered that the RfS document is complete in all respects and has been received by the Bidder.
2. Punjab State Power Corp. Ltd. (PSPCL) reserves the right to modify, amend or supplement this RfS document including the draft PPA.
3. The issue of this RfS does not imply that PSPCL is bound to select a Bidder or to appoint the Developer, as the case may be, for the Project and PSPCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever and without any liability.
4. While this RfS has been prepared in good faith, neither PSPCL nor its employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfS, even if any loss or damage is caused by any act or omission on their part.
5. This RfS is not an agreement and is neither an offer nor invitation to the prospective bidders or any other person. The purpose of this RfS is to set the terms for the selection process and to provide Bidders with information that may be useful to them in preparation and submission of their Bids.
6. The bidder shall bear all its costs associated with or relating to the preparation and submission of its bid, including but not limited to preparation, copying, postage, delivery fees or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and the authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation of submission of the bid, regardless of the conduct or the outcome of the bidding process.

Place: Patiala

Date: 29.05.2023

Bid Information Sheet

Document Description	RfS Document for purchase of 1000 MW Solar Power through single-stage two-envelope competitive bidding process (followed by e- reverse auction) from 5 MW and above Grid connected Solar Photovoltaic Power Projects to be set up anywhere in Punjab.
RfS No.& Date	41/PSPCL/IPC/SOLAR/1000MW/2023/ET-5 dated 29.05.2023
Downloading of tender documents	From the website https://www.bharat-electronictender.com/ from 15:15 hrs. on 29.05.2023 (zero date)
End date for receiving request for clarifications	05.06.2023 (Seven Days from Zero Date)
Pre-Bid Conference	Bidders interested to participate in the pre-bid meeting are required to get themselves registered on or before <u>05.06.2023</u> by sending an email to <u>Superintending Engineer/IPC</u> at se-ipc@pspcl.in with name, designation and mobile numbers of persons interested to participate. Phone No: +919646140122 Further, Interested Bidders are requested to forward their queries (if any) as per format to PSPCL through email/letter on or before <u>05.06.2023</u> PSPCL will intimate the date and time of pre-bid conference to registered bidders on their email address registered with PSPCL.
Last Date & Time for a. Online Submission of Response to RfS b. Submission of all documents as per Section 3.18B, physically at the O/o tender issuing authority at Patiala c. Submission of Pass-Phrase	Date 10.07.2023 Time 15:00 Hrs. Date 10.07.2023 Time 15:00 Hrs. Before Tender Opening Event (TOE)
Technical bid Opening	Date 12.07.2023 Time 11:00 Hrs.
Financial Bid Opening	Date 28.08.2023 Time 11:00 Hrs.
Reverse Auction	Date 28.08.2023 (Time to be intimated to the qualified bidders on the day of the e-Reverse Auction).
Letter of Intent	Will be intimated later.
Signing of PPA	
Bid Validity Period	06.01.2024 (180 days)
Cost of RfS Document (non-refundable)	Rs. 25,000/- plus 18% GST or as applicable (to be submitted through NEFT/RTGS). For reference, the details of PSPCL are as under: Account Name : Punjab State Power Corporation Ltd. Name of Bank : State Bank of India. Bank Account No. : 40858003086 IFSC Code : SBIN0050012 GST NO. : 03AAFCP5120Q1ZC PAN : AAFCP5120Q

Processing Fee (non-refundable)	Rs.3 Lakhs plus 18% GST or as applicable (to be submitted through NEFT / RTGS). For reference, the details of PSPCL are as under:- Account Name : Punjab State Power Corporation Ltd. Name of Bank : State Bank of India. Bank Account No. : 40858003086 IFSC Code : SBIN0050012
EMD	Earnest Money @ Rs. 4 Lakh / MW is to be submitted in the form of Bank Guarantee along with the Response to RfS. Bank details of PSPCL regarding issuance of BG are as follows: Name of Bank : State Bank of India. Bank Account No. : 40858003086 IFSC Code : SBIN0050012 The SFMS confirmation for issuance of BG shall be forwarded to PSPCL on ao-th-design-pta@pspcl.in
Designation, Address and other details (For Submission of Response to RfS)	Superintending Engineer/Investment Promotion Cell Punjab State Power Corp. Ltd. NRSE & Thermal (D), T-8, Shakti Vihar, PSPCL, Patiala-147001 Tel No. 0175-2921547
Details of persons to be contacted in case of any assistance required	1. Superintending Engineer/IPC Phone No: +919646123210 Email ID: se-ipc@pspcl.in 2. Addl. Superintending Engineer/Solar-I Phone No: +919646140122 3. Senior Accounts Officer Phone No: +919646111048
Important Note: Prospective Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document issued through the website https://www.bharat-electronictender.com/ . No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.	

Bidding will be carried out online through electronic process on the ETS e-bidding portal <https://www.bharat-electronictender.com/>, of ISN-ETS. E-Bidding will be conducted online through a Single Stage Two Envelope sealed-bid tendering stage (i.e. Envelope-I: Techno-Commercial Bid and Envelope-II: Price Bid) followed by e-Reverse Auction.

SECTION 1: INTRODUCTION

1.1 Introduction

- 1.1.1 Punjab State Power Corporation Ltd. (hereinafter referred to as “PSPCL”) is a company incorporated under the Companies Act 1956 (erstwhile PSEB) and PSPCL is the distribution licensee under provisions of the Electricity Act, 2003 in the State of Punjab and procuring power from various sources and own generation for supply to consumers in the State.
- 1.1.2 In order to fulfill the Renewable Purchase Obligation (RPO) and to meet the future requirements through economical Renewable Power, PSPCL intends to procure solar power up to capacity of 1000 MW [conducted through electronic competitive process on the Bharat-ElectronicTender e-bidding portal (ETS) followed by reverse auction] from Grid connected Solar PV Power Plants located anywhere in Punjab.

1.2 Details of Power Procurement

- 1.2.1 The bidders selected by PSPCL based on this RfS, with whom PSPCL executes the Power Purchase Agreement and the procurement of power including Tariff is duly approved by Punjab State Electricity Regulatory Commission, shall set up Solar Power Projects in accordance with the provisions of this RfS document and Power Purchase Agreement (PPA). Draft PPA has been enclosed and can be downloaded from <https://www.bharat-electronictender.com/>.
- 1.2.2 PSPCL shall enter into PPA with successful bidders for a period of 25 years from the scheduled commercial operation date of the project. The bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays, benefits from trading of carbon credits, etc. as available for such projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all bidders at the time of tendering itself, it is up to the bidders to avail various tax and other benefits. No claim shall arise on PSPCL for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff.
- 1.2.3 The Successful Bidder shall ensure availability of entire energy in terms of the Power Purchase Agreement delivered at Delivery Point.

1.3 Eligible Projects

- 1.3.1 The Projects to be selected under this tender for aggregate capacity of 1000 MW to be installed anywhere in Punjab, shall deploy Solar PV Technology. However, the selection of projects would be technology agnostic within the technology mentioned above. Crystalline silicon or thin film etc., with or without trackers can be installed. Only commercially established and operational technologies can be used, to minimize the technology risk and to achieve the timely commissioning of the Projects. The Projects/ Bidders shall comply with the Approved Models and Manufacturers of Solar PV Modules (Requirements for Compulsory Registration) Order, 2019 issued by the Ministry of New & Renewable Energy (MNRE) as amended from time to time.
- 1.3.2 Projects under construction, projects which are not yet commissioned and projects already commissioned but do not have any long term committed PPA with any agency and selling power on short-term or merchant plant basis will, however, be considered, in

case these projects are not already accepted under any other Central or State Schemes and do not have any obligations towards existing buyers. The bidder shall provide the documentary evidence and undertaking (on stamp paper) regarding the same.

1.3.3. Only PSPCL/PSTCL Grid Connected Intrastate Projects would be eligible.

SECTION 2: DEFINITIONS

Following terms used in the document will carry the meaning and interpretations as described below:

2.1 Definitions

"Act" or "Electricity Act, 2003" shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.

"Affiliate" in relation to a Company shall mean a person who controls, is controlled by, or is under the common control with such Company.

"Bidder" shall mean Single Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Consortium/ Consortium Member of Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require. It is clarified that limited liability partnership (LLP) and limited liability companies (LLC) which are formed by the companies shall not be eligible to submit a Bid.

"Bidding Consortium" or "Consortium" refers to a group of Companies that has collectively submitted the response in accordance with the provisions of the guidelines.

"Capacity Utilization Factor (CUF)" shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time. For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%$.

"Chartered Accountant" shall mean a person practicing in India or a firm where of all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.

"CERC" shall mean Central Electricity Regulatory Commission.

"Company" shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable.

"Commissioning" with respect to the Project or part thereof shall mean when all equipments as per rated capacity have been installed, commissioned and energy has flown into the grid and recorded at the Metering Point of the Grid System interconnected with the Project, as certified by the authority/agency designated by PSPCL for this purpose.

"Commercial Operation Date" or "COD" shall be the date certified by the authority/agency designated by PSPCL for this purpose upon successful commissioning of the full capacity of the Project or the last part capacity of the Project, as the case may be.

"Contract Year" shall mean, with respect to the initial Contract Year, the period beginning on the Commercial Operation Date and ending at 12.00 midnight on 31st March of that Fiscal Year. Each successive Contract Year shall coincide with the succeeding Fiscal Year, i.e., a period of twelve months commencing on April 1 and ending on following March 31, except that the final Contract Year shall end on the date of expiry of the Term or on Termination of

this Agreement. whichever is earlier.

“Control” shall mean the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such Company or right to appoint majority Directors.

“Controlling Shareholding” shall mean not less than 51% of the voting rights or paid-up share capital in the Company/Consortium.

“CTU or Central Transmission Utility” shall mean the Central Transmission Utility of India Limited, or any other company as may be designated by Central Government under Section 38 of the Electricity Act, 2003 for the purpose.

“Day” shall mean calendar day.

“Discom(s)” means Punjab State Power Corporation Ltd. (PSPCL).

“Delivery Point / Interconnection Point” shall mean the point at voltage level of 66 KV or above of the Sub-station owned by PSPCL/PSTCL to which the solar power project is connected through a dedicated transmission line to deliver the energy into the grid system. Metering shall be done at this interconnection point where power is injected into the grid system. For interconnection with grid and metering, the Successful Bidder shall abide by the relevant and applicable regulations/Grid Code notified by PSERC, Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed there under by the appropriate commission or CEA. All charges and losses relating to transmission of power from the project up to Delivery Point (including but not limited to open access, transmission, wheeling, Unscheduled Interchange, Scheduling, Reactive power, SLDC charges, grid connectivity charges etc.) as notified by the competent authority /PSERC shall be borne by the SPD. All charges and losses beyond the Delivery Point as notified by the competent authority / regulator from time to time shall be borne by Procurer.

“Electricity” shall mean the Electrical Energy in kilowatt-hours.

“Electricity Laws” shall mean the Electricity Act, 2003 and the relevant rules, notifications, and amendments issued thereunder and all other Laws in effect from time to time and applicable to the development, financing, construction, ownership, operation or maintenance or regulation of Electric Generating Companies and Utilities in India, the rules, regulations and amendments issued by CERC/ PSERC from time to time.

“Effective Date” shall mean the date of execution of Power Purchase Agreement (PPA) by both the parties.

“Financing Arrangements” means arrangement of necessary funds by the Successful Bidder either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance.

“Financing Parties” means Parties financing the Project, pursuant to Financial Closure.

“Group Company” of a Company means

- (i) A Company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the company, or

- (ii) A Company in which the company, directly or indirectly, holds 10% (ten percent) or more of the share capital of such company, or
- (iii) Company in which the company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise, or
- (iv) A Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise, or
- (v) A Company which is under common control with the company, and control means ownership by one company of at least 10% (ten percent) of the share capital of the other company or power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise.

Provided that a Financial Institution, Scheduled Bank, Foreign Institutional Investor, Non-banking Financial Company, and any Mutual Fund shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project.

“ISTS Licensee” shall mean Power Grid Corporation of India Limited or an Inter State Transmission Licensee under the Electricity Act, 2003.

“Lead Member of the Bidding Consortium” or “Lead Member”: The Member which commits at least 51% equity stake in the Project Company and so designated by other Member(s) of the Bidding Consortium in accordance with the Consortium Agreement specified in this RfS. The equity stake cannot be changed till one (1) year from the Commercial Operation Date of the Project.

“Letter of Intent” or “LOI” shall mean the letter issued by Punjab State Power Corporation Ltd. (PSPCL) to the Selected Bidder for selection of the Project.

“Limited Liability Partnership” or “LLP” shall mean a Partnership governed by Limited Liability Partnership Act 2008 or as amended.

“LLC” shall mean Limited Liability Company registered under Indian Companies Act 2013.

“Member in a Bidding Consortium” or “Member” shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company.

“Metering Point” shall mean the point at which energy supplied to PSPCL shall be measured and shall be the Interconnection Point.

“Month” shall mean calendar month.

“Net-Worth” means the Net-Worth as defined in Section 2 of the Companies Act 2013.

“Paid-up share capital” shall mean such aggregate amount of money credited as paid-up as is equivalent to the amount received as paid up in respect of shares issued and also includes

any amount credited as paid up in respect of shares of the company but does not include any other amount received in respect of such shares, by whatever name called;

Paid-up share capital includes:

- Paid-up equity share capital and
- Fully, compulsorily and mandatorily convertible Preference Shares and
- Fully, compulsorily and mandatorily convertible Debentures

“Part Commissioning” shall mean a part of the Solar PV Capacity (AC MW) commissioned as per clause 3.11.1 under Section 3.

“Parent” means a company, which holds not less than 51% equity either directly or indirectly in the Project Company or a Member in a Consortium developing the Project.

“Performance Guarantee” or “Performance Bank Guarantee” shall mean the irrevocable unconditional Performance Bank Guarantee to be submitted by the successful bidder as per Section 3.7.

“PPA” shall mean the Power Purchase Agreement to be signed between the successful bidder and PSPCL according to the terms and conditions of the PPA enclosed with this RfS.

“Project” shall mean a Solar Photovoltaic Grid Interactive Power Station to be established by the successful bidder comprising of number of units at single/multiple locations, and shall include land, buildings, plant, machinery, ancillary equipment, material, switch-gear, transformers, protection equipment, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets and the materials necessary to deliver the Electricity generated by the Project to PSPCL.

“Project Site” means any and all parcels of real property, rights-of-way, easements and access roads, upon which the Project and its related infrastructure will be located.

“Project Capacity” means the AC capacity of the project at the Generating Terminal(s) and to be contracted with PSPCL for power supply from the Solar Power Project.

“PSERC” shall mean Punjab State Electricity Regulatory Commission.

“PSTCL” shall mean Punjab State Transmission Corporation Limited.

“SCOD” or “Scheduled Commercial Operation Date” shall mean the date as declared by the Successful Bidder in the PPA which shall not exceed 18 (eighteen) months from the date of execution of the PPA.

“SEA” means the State Energy Account issued by State Load Dispatch Centre, Punjab and amendment thereto.

“Selected Bidder or Successful Bidder” shall mean the Bidder selected pursuant to RfS No. 41/PSPCL/IPC/SOLAR/1000MW/2023/ET-5 Dated 29.05.2023 and to whom LOI is issued by PSPCL for the Project to supply electrical energy as per the terms of PPA, upon the PPA being approved and tariff being adopted by PSERC.

“SLDC” means the State Load Dispatch Center as notified by the State Government.

“Solar Power Developer/ Solar Power Generator/ Generator (SPD)” The Successful Bidder(s), as the case may be, who submits the Performance Guarantee and executes the PPA

and other RfS Documents with PSPCL and who shall be responsible for supplying power from grid connected solar PV power projects to PSPCL for the term of the PPA as per the terms and conditions specified therein.

“Solar PV Project” shall mean the Solar Photo Voltaic power project that utilizes sunlight for direct conversion into electricity through Photo Voltaic technology.

“Statutory Auditor” The auditor of a Company appointed under the provisions of the Companies Act, 1956 / 2013 or under the provisions of any other applicable governing law.

“STU or “State Transmission Utility” or “PSTCL” shall mean the Punjab State Transmission Corporation Limited (PSTCL).

“Ultimate Parent” shall mean a Company, which owns not less than fifty-one percent (51%) equity either directly or indirectly in the Parent and Affiliates. (It is clarified that the Parent or Ultimate Parent or Affiliate of a bidder can be a foreign company).

“Week” shall mean calendar week.

“Voltage of Delivery” means the voltage at which the Electricity generated by the Project is delivered to the PSPCL and shall be in accordance with applicable regulations.

Words and expression used in this Agreement and not defined shall have the same meaning if defined under the Electricity Act, 2003 or any Rules or Regulations notified thereunder.

2.2 Interpretations

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

SECTION 3: BID INFORMATION AND INSTRUCTIONS TO BIDDERS

3.1 Bid Process

- 3.1.1 In order to identify Successful Bidder, PSPCL shall follow a Bidding Process comprising of e-Tender followed by e-Reverse Auction. Bidding will be carried out through electronic process on the e-bidding portal, <https://www.bharat-electronictender.com/>, followed by e-reverse auction. Bidders are required to online submit their proposal, simultaneously, in 2 (two) parts consisting of technical bid and financial bid.
- 3.1.2 The Eligible Bidders shall participate in the Reverse Auction Process, in accordance with Section 4.3, for determination of the Successful Bidder. For conducting the e-bidding, PSPCL will use the e-Bidding portal <https://www.bharat-electronictender.com/> of ISN ElectronicTender Services (ISN-ETS). Bidders are required to register themselves online on <https://www.bharat-electronictender.com/> portal (if they are not already registered), as a Bidder/Supplier Organization, by paying applicable Registration Fee as indicated on the E-bidding Portal) to ISN-ETS, through the payment gateway facility of the E-bidding Portal, and subsequently download the RfS and other Bidding Documents from the E-bidding Portal. A Bidder, who is already validly registered on the E-bidding Portal, need not register again on the E-bidding Portal.
- 3.1.3 The interested Bidders would be able to participate in the sealed bid e-Tendering stage on the Bharat-ElectronicTender portal after payment of ETS Bidding-Fee (Non-Refundable) of Rs. 15,000/- (plus GST) to be paid to the Service Provider of ETS through Payment Gateway available on the portal.

3.2 Capacity Offered & Project Scope

3.2.1 Capacity Allocation

The selection of Grid-connected Solar PV Projects for total capacity of 1000 MW will be carried out through e-bidding followed by e-Reverse Auction process.

3.2.2 Minimum Capacity of Project:

For all Projects, the minimum project and bid capacity shall be 5 MW. The bids shall be quoted only in integral values. A bidder can offer projects at multiple locations subject to each project have minimum capacity of 5 MW with cumulative capacity offered not exceeding 1000 MW. However, Bidder shall quote a single tariff for entire of its projects' capacity offered. **The competitive tariff to be initially quoted by the bidders during the bidding process shall be firm and shall be less than Rs. 2.75/-per kWh. This would be followed by the e reverse auction.** In the Financial Proposal and the Reverse Auction Process, the Bidders shall quote the firm tariff less than Rs. 2.75 per kWh that will be applicable for the entire contract period (25 years).

3.2.3 Project Scope:

The successful bidder shall set up Solar PV Power Project(s) including the transmission network up to the Delivery Point in line with Section 3.5, at its own cost) and in accordance to the provisions of this RfS document. All approvals,

permits and clearances required for setting up of the Project (including connectivity and land registration) and those required from State/Central Government and local bodies shall be in the scope of the successful bidder. However, the selection of Projects would be technology agnostic within PV technology and crystalline silicon or thin film, etc. with or without trackers can be installed. In order to ensure only quality systems are installed, the Bidders shall strictly comply with the technical parameters detailed in the Annexure A or as specified by MNRE from time to time, whichever is applicable.

3.2.4 Location of Solar Project:

The bidders are free to locate their Solar PV Project(s) anywhere in Punjab on the land to be identified and purchased or taken on lease by the bidder. The bidder shall indicate the proposed location of the projects at the time of bid submission in Format-6.1. The successful bidder shall have option to change the Project location before the Financial Closure as per Clause 3.10 of RfS. However, no extension of time or increase in tariff would be granted on account of change in location.

3.3 Eligibility for Project Capacity Allocation

Following conditions shall be applicable to the Bidders for submission of bids against this RfS:

- 3.3.1 A bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can only submit a single application, subject to minimum bid capacity as specified under clause 3.2.2.
- 3.3.2 Multiple bids from same company including its Parent/Ultimate Parent/Affiliates/ Group Companies shall make all the bids submitted by the group invalid.
- 3.3.3 The evaluation of bids shall be carried out as described in Section 4. The methodology of allocation of projects is also elaborated in Section 4.
- 3.3.4 In case the bidder wishes to set up a project at more than one location, then they would need to be physically identifiable with separate Delivery/Inter-connection points and metering arrangement.

3.4 Qualification Requirements

- 3.4.1 Any Bidder, as defined in Section 2, is eligible to participate under this RfS. The successful bidder, if being a single company, can also execute the Project through a Special Purpose Vehicle (SPV) registered under the Indian Companies Act, 2013, before signing of PPA. Further, the successful bidder shall ensure that its shareholding in the SPV (special purpose vehicle) / Project Company executing the PPA shall not fall below 51% (fifty-one percent) at any time prior to one (1) year from the COD, except with the prior approval of PSPCL. Further, successful Bidder shall ensure that its promoters shall not transfer the Controlling Shareholding and interest or cede Control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors) of the bidding company till one (1) year from COD except with prior approval of PSPCL. However, in case the project is being set up by a listed

Company, this condition will not be applicable. After expiry of 1 year from COD, any change can be undertaken under intimation to PSPCL. The Successful bidder shall also provide the information about its promoters and their shareholding to PSPCL before signing of the PPA with PSPCL. The Controlling Shareholding and interest and Control of the Bidding Company shall be maintained as given at the time of submission of response to RfS. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

- 3.4.2 Any consortium, if selected as Successful Bidder for the purpose of supply of power to PSPCL, shall incorporate a Project company / Special Purpose Vehicle (SPV) with equity participation by the consortium members in line with Consortium Agreement (to be submitted along with the response to RfS) before signing of PPA with PSPCL, i.e. the Project Company incorporated shall have the same shareholding pattern as given at the time of submission of response to RfS. The combined shareholding of the consortium members in the SPV / Project company executing the PPA, shall not fall below 51% at any time prior to one (1) year from the COD, except with the prior approval of PSPCL. Further, the Successful bidder shall ensure that its promoters shall not transfer the Controlling Shareholding and interest or cede control of the consortium till 1 (one) year from the COD, except with the prior approval of PSPCL. After expiry of 1 year from COD, any change can be undertaken under intimation to PSPCL. The Successful bidder shall also provide the information about its Consortium Members and their shareholding to PSPCL before signing of the PPA with PSPCL. As stated hereinabove, the Shareholding pattern of members within the Consortium shall not change and shall be the same as given at the time of submission of response to RfS, till signing of PPA.
- 3.4.3 Any Foreign Bidder, if selected as successful bidder for the purpose of supply of power to PSPCL, shall incorporate a subsidiary Special Purpose Vehicle (SPV) /Project Company to be registered under Indian Companies Act 2013 as its fully owned subsidiary Company (i.e. 100% subsidiary) before signing of PPA with PSPCL. Further, in case a Foreign Bidder is selected as the successful bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.
- 3.4.4 The bidder should meet the following eligibility criteria as mentioned below.
- i) **The Net-Worth** (as per Companies Act 2013) of the Bidder or its Affiliate or Parent /Ultimate Parent as on last date of previous financial year i.e. FY 2022-23 or FY 2021-22 or as on the day not more than seven (07) days prior to due date of bid submission shall not be less than **INR 100 Lakhs per MW** (of the capacity quoted). The computation of Net Worth shall be based on unconsolidated audited annual accounts of the bidder.
 - ii) In the case of a Consortium or newly formed SPV, the Net-worth to be considered for the above purpose will be the cumulative Net-worth of the bidding company or consortium together with the net-worth of those Affiliates of the bidder(s) that undertake to contribute the required equity funding and Performance Guarantee in case the bidder(s) fail to do so in accordance with the RfS.

- iii) “Net-worth” as per section 2 (57) of the Companies Act 2013 means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
- iv) For meeting the above financial eligibility criteria, if data is provided by the Bidder in USD, equivalent rupees of Net-worth and other financial parameters will be calculated by Bidder using Reserve Bank of India’s reference rates prevailing on the date of closing of accounts for the respective financial year.
- v) Pursuant to evaluation of Net-worth Criteria as part of technical bid, if it is found by PSPCL that the Bidder is eligible for lesser quantum than the quantum for which bid has been submitted, then the Bidder shall be qualified for such lesser quantum, provided that such quantum is not less than minimum bid capacity as specified under section 3.2.2.

3.4.5 Liquidity: In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to demonstrate at least one of the following parameters:

- a. A minimum annual turnover of **Rs. 50 Lakhs/MW** of the quoted capacity during the previous financial year i.e. FY 2022-23 or FY 2021-22. It is hereby clarified that “Other Income” as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.
- b. Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of **Rs. 10 Lakhs/MW** of the quoted capacity, as on the last date of previous financial year, i.e. FY 2022-23 or FY 2021-22.
- c. In-principle sanction letter from the lending institutions/banks of the Bidder for the project quoted under this RfS, committing a Line of Credit for a minimum amount of **Rs. 12.5 Lakhs/MW** of the quoted capacity, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.

For the purposes of meeting financial requirements, only audited unconsolidated annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least fifty one percent (51%) paid up share capital in each Company whose accounts are merged in the audited consolidated account.

The Bidder may seek qualification on the basis of financial capability of its Parent and/or its Affiliate(s) for the purpose of meeting the Qualification Requirements as per 3.4.4 and 3.4.5 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the Parent Company and/or the Affiliates undertaking to contribute the required equity funding

and Performance Guarantees in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Parent/Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Parent/Affiliate(s) shall be required to be submitted prior to signing of PPA.

A Company/Consortium would be required to submit Annual Audited Accounts for the last Financial Year i.e. FY 2022-23 or FY 2021-22, as applicable, along with net-worth, annual turnover and PBDIT certificate (as applicable) from Statutory Auditor to demonstrate fulfillment of criteria. In case, bidder is a newly formed company, supported by documentary evidence of its recent formation at RoC, it shall submit a certificate from Statutory Auditor certifying the availability of Net worth on the date not more than seven (07) days prior to due date of bid submission along with a certified copy of Balance sheet, Profit & Loss Account, Schedules and Cash Flow statements supported with Bank Statement. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last financial year as the general norm in the country where the Bidder or its Affiliate(s) is/are located.

3.4.6 In accordance with the O.M. issued by the Department of Expenditure, Ministry of Finance, Govt. of India, vide No. 6/18/2019- PPD Dated 23.07.2020 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).
- ii. “Bidder” in this reference, means any person or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.
- iii. “Bidder from a country which shares a land border with India” for the purpose of this clause, means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium where any member of the consortium falls under any of the above.
- iv. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 6.8 of the RfS. Accordingly, all the provisions of the above referred O.M. dated 23.07.2020 shall also be applicable for this tender.

3.5 Connectivity with the Grid

- 3.5.1 The project should be designed for delivery of energy at Delivery Point.
- 3.5.2 The responsibility of getting the grid connectivity and long term access (LTA) from PSPCL/PSTCL, as applicable, shall entirely be of the Successful Bidder. For interconnection with the grid and metering, the Successful Bidder shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electric and other regulations (as amended from time to time) issued by Appropriate Commission and Central Electricity Authority (CEA).
- 3.5.3 The arrangement of connectivity can be made by the successful bidder through a dedicated transmission line for the individual Project or Pooled Projects, as the case may be. The entire cost of transmission including cost of construction of line, maintenance, losses etc. from the project up to the delivery/interconnection point will be borne by the Successful Bidder.
- 3.5.4 The transmission of power up to the point of interconnection/delivery point where metering is done for energy accounting shall be the responsibility of the successful bidder at his own cost. The maintenance of Transmission system up to the interconnection point shall be responsibility of the Successful Bidder at its own cost.
- 3.5.5 All expenses including wheeling charges and losses between the Project and the Delivery Point shall be paid by the Successful Bidder without any reimbursement by PSPCL.
- 3.5.6 The Successful Bidder shall ensure availability of entire energy in terms of the PPA delivered at Delivery Point.
- 3.5.7 The Successful Bidder shall not be entitled to deemed generation in case of any delay in grant of connectivity.
- 3.5.8 The Successful Bidder shall comply with the PSERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to Connectivity.
- 3.5.9 Penalties, fines and charges imposed by the STU under any statute or regulation in relation to delay in commissioning of the project shall be payable by Successful Bidder to the extent the delay is attributable to the Successful Bidder with no liability to PSPCL.
- 3.5.10 Long Term Access (LTA), as applicable, shall be required to be submitted by the Successful Bidder prior to commissioning of the Project. Subsequent to grant of connectivity, in case there is a delay in grant of connectivity/operationalization of LTA by the STU and/or there is a delay in readiness of the substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the PSPCL/PSTCL network (at and beyond Delivery Point, disabling transmission and evacuation of power from Project) until SCoD of the Project, and it is established that:
- a) The Successful Bidder has complied with the complete application formalities with PSPCL/PSTCL.

- b) The Successful Bidder has adhered to the applicable Procedure in this regard as notified by the PSERC/PSPCL/PSTCL, and
- c) The delay in grant of connectivity/LTA by PSPCL/PSTCL, as applicable, and/or delay in readiness of the substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the PSPCL/PSTCL network, is a factor attributable to the PSPCL/PSTCL and is beyond the control of the Successful Bidder;

The above shall be treated as delays beyond the reasonable control of the Successful Bidder and SCOD shall be extended for such Projects up to 30 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of LTA. Decision on requisite extension on account of the above factor shall be taken by PSPCL.

In case of delay in commissioning of Project due to reasons beyond the reasonable control of the SPD, PSPCL may extend the SCD after examining the issue on a case-to-case basis.

- 3.5.11 The SPD shall apply for Grid Feasibility Clearance to Chief Engineer/Planning, PSPCL or any other designated office of PSPCL and fulfill all formalities required for feasibility clearance like technical details of Grid Sub Station of PSPCL/ PSTCL to be connected with, transmission lines etc. After receipt of all requisite documents, PSPCL shall grant feasibility clearance within a period of 60 days after registration of the application of feasibility Clearance to the satisfaction of concerned authority/ office of PSPCL. If there is a change in the site of Project/ Substation/ name of the company/ capacity of the project or any such conditions on the part of the SPD requiring fresh look in grant of grid feasibility, a fee of Rs. 1,00,000/- will be charged for grant of revised grid feasibility for projects. However, in case the change of site is due to refusal by PSPCL to grant the feasibility clearance for the first site proposed by the SPD on technical ground, in that case the extra fee will not be charged.

The delay in case of revised feasibility clearance shall be the sole responsibility of the SPD in any case and no extension in Scheduled Commercial Operation Date shall be granted on this account. It is reiterated that PSPCL shall not be responsible for the delay caused due to fresh Feasibility Clearance and the SPD shall be solely responsible for meeting the timelines including the financial closure.

- 3.5.12 Notwithstanding anything contained in this document, the SPD shall pay grid connectivity charges for creation of proper facility for receiving power at the receiving substation of PSPCL/PSTCL on behalf of SPD. These charges shall be paid by the SPD to O/o CE/TS, PSPCL/PSTCL, as the case may be, within 15 days of receipt of feasibility clearance. The charges shall include cost of complete line bay and related switchgear (including civil works) and its inter-connections with existing electrical system i.e. bus bar. After successful commissioning of the project, all equipments of complete line bay and related switchgear shall become asset of PSPCL/PSTCL, as the case may be. Notwithstanding anything contained in this document, the O&M of the complete line bay and related switchgear at the receiving substation shall be done by PSPCL/PSTCL, as the case may be, at its own cost for the

term of the agreement. The details of grid connectivity charges, to be deposited by the SPD, for bays of different voltage level are detailed below.

SN	Type of Bay (Voltage Level)	Grid Connectivity Charges (in Rs. Crore/ Bay)	Bay Conductor
1	66 KV	0.55	02. sq"
2	220 KV	1.38	Single Zebra
3	400 KV	4.0	Twin Moose

The grid connectivity charges, as described above, are provisional. If the actual expenditure exceeds the amount deposited, the difference amount shall be payable by the developer.

3.5.13 For grid connectivity and construction of bay, the SPD shall submit a time frame for construction of their plant. PSPCL/PSTCL shall provide the interconnection facility at receiving substation of PSPCL/PSTCL one month before the intended commissioning of the project as intimated by the SPD subject to condition that the grid connectivity charges are deposited by the SPD and sufficient time, not less than 6 months, is available with PSPCL/PSTCL for creating the interconnection facility.

3.5.14 SPD is required to register its generating unit in the registry maintained by CEA as ordered by CEA vide Order No. CEA-PL-15-13(11)/1/2020-PSLF Dt. 09.11.2020 or any amendment thereto, if any.

3.5.15 In case of conflict regarding feasibility clearance between two or more developers including the cases where two or more developers apply for feasibility clearance at same substation, priority shall be given on first come first serve basis with preference to the developer who has applied first for grid feasibility clearance to concerned office i.e. CE/Planning, PSPCL.

3.6 Clearances Required from the Centre/State Government and other Local Bodies

3.6.1 All necessary approvals, permits and clearances required for setting up of the Project (including connectivity and land registration) and those required from State/Central Government and local bodies shall be in the scope of the successful bidder.

3.7 Guarantees -Earnest Money Deposit (EMD) and Performance Guarantee (PG)

3.7.1 The Bidder shall provide the following Guarantees to PSPCL in a phased manner as follows:

- i) Earnest Money Deposit (EMD) of Rs. 4 Lakh / MW in the form of Bank Guarantee along with response to RfS.
- ii) Performance Guarantee (PG) of Rs. 11.80 Lakhs / MW (@ Rs. 10 lakh/MW plus 18% GST, as applicable) in the form of Bank Guarantee after issuance of LOI and before signing of PPA.

3.7.2 Performance Bank Guarantee (PBG) wherever mentioned in this document shall refer to Performance Guarantee (PG) in the form of Bank Guarantee.

3.7.3 The Successful Bidders are required to sign PPA with PSPCL in line with the timeline given as per this RfS. In case, the selected bidder refuses to execute the PPA within the stipulated time period, the Guarantee equivalent to EMD shall

be encashed by PSPCL as penalty. The EMD shall be returned to the Successful Bidders after PGs submitted by them are verified by PSPCL and PPAs are signed. In case the Bidder is not selected, PSPCL shall release the EMD within 1 month after e-RA is completed.

- 3.7.4 The PBGs shall be valid up to a period of 6 months from Scheduled Commercial Operation Date (SCOD) of the Project with claim period up to 7 months from SCOD. The PBGs will be returned to the Successful Bidders within 45 days of the successful commissioning of their Project, after taking into account any penalties due to delays in commissioning as per provisions stipulated in Section 3.11.
- (i) Bank Guarantee against Earnest Money Deposit (EMD) shall be according to Format 6.3 A and valid for 06 months from the last date of bid submission with claim period up to 07 months. The Bank Guarantees towards EMD have to be in the name of the Bidding Company/Lead Member of Bidding Consortium. EMD shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected.
 - (ii) Bank Guarantee against Performance Guarantees shall be according to the Format 6.3 B, issued in favor of PSPCL, for a value of Rs. 11.80 Lakh/MW (@ Rs. 10 lakh/MW plus 18% GST, as applicable) with a validity period up to 6 months from Scheduled Commercial Operation Date with claim period up to 7 months from SCOD. On receipt and after successful verification of the total Performance Guarantee in the acceptable form, the Bank Guarantee submitted towards EMD shall be returned by PSPCL to the successful Bidder.
 - (iii) The Bidder shall furnish the Bank Guarantee against EMD and Performance Bank Guarantees (PBGs) from any Nationalized Bank or a Scheduled Commercial Bank in India in favour of PSPCL.
 - (iv) The format of the Bank Guarantees prescribed in the Formats 6.3 A (EMD) and 6.3 B (PBG) shall be strictly adhered to and any deviation from the above formats shall result in rejection of the EMD/PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed by PSPCL.
 - (v) The Successful Bidders, if so required by PSPCL, shall be required to sign PPA with PSPCL within 30 days from the date of issuance of LoI. Subsequent extension in this timeline shall be finalized as agreed by PSPCL. In case, PSPCL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee submitted towards EMD shall be encashed by PSPCL and the selected Project shall stand cancelled.
 - (vi) The Bank Guarantees have to be executed on non-judicial stamp/e-stamp paper of appropriate value as per applicable law relevant to place of execution. All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the bidder.

- (vii) In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist in Annexure-D has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.
- (viii) PSPCL shall release the Bank Guarantees towards EMD of the Unsuccessful Bidders / project capacities within 1 month after e-RA is completed.
- (ix) Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to PSPCL Bank and a confirmation in this regard is received by PSPCL.

3.8 Forfeiture of EMD

The Bank Guarantee towards EMD shall be encashed by PSPCL in following cases:

- (i) If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of the bid.
- (ii) In case, PSPCL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents or does not execute the PPA within the stipulated time period. However, in case of last selected bidder, the provisions of clause 4.4.3 shall apply.
- (iii) If after date of issue of LOI, it is found that the documents furnished by the bidder during RfS are misleading or misrepresented in any way and that relevant facts have been suppressed.
- (iv) If the bidder fails to furnish required Performance Guarantee in accordance with Section 3.7.

3.9 Power Purchase Agreement

3.9.1 A copy of Draft Power Purchase Agreement, to be executed between PSPCL and the Successful Bidder or its subsidiary Special Purpose Vehicle (SPV), as defined under section 3.4 of this RfS, shall be provided by PSPCL along with this RfS. The PPA shall be signed within 30 days from the date of issue of Letter of Intent (LoI). PPA will be executed between PSPCL and Selected Bidders which shall be valid for a period of 25 years from the date of SCOD as per the provisions of PPA. The PPA shall be effective when the same is approved by the PSERC and adoption of tariff by the PSERC takes place.

3.9.2 Before signing of PPA between PSPCL and the Selected Bidders, PSPCL will verify the documents furnished by the Bidders at the time of submission of response to RfS including the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents. Bidders will also be required to furnish the documentary evidence for meeting the RfS Qualification Requirements as per Section 3.4.

3.9.3 Power Generation by Successful Bidder

- (i) **Criteria for Generation:** The Successful Bidder will declare the annual CUF of his Project at the time of submission of response to RfS, which shall be allowed to be

modified until 1 year from Commercial Operation Date of the project. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall, in no case, be less than 19%. The annual CUF will be calculated every year from 1st April of the year to 31st March next year.

It shall be the responsibility of the SPD, entirely at its cost and expense to install such number of Solar panels and associated equipment (including arrangement of extra land for such installation) as may be necessary to achieve the required CUF, and no additional cost is to be claimed in this regard from PSPCL. For this purpose, SPD shall make its own study and investigation of the GHI (Global Horizontal Irradiance) and other factors prevalent in the area which have implication on the quantum of generation. SPD shall maintain generation so as to achieve annual CUF within + 10% and -15% of the declared value till the end of 10 years from COD and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years, subject to the annual CUF remaining minimum of 17% during the entire term of PPA.

- (ii) **Shortfall in Generation:** If for any Contract Year, it is found that the SPD (Solar Power Developer) has not been able to generate and supply minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF on account of reasons solely attributable to the SPD, such shortfall in performance shall make the Solar Power Generator liable to pay the compensation. The amount of such compensation payable to PSPCL by the SPD shall be 75% (seventy-five percent) of the cost of this shortfall in energy terms, calculated at PPA tariff. This will, however, be relaxable by PSPCL to the extent of grid non-availability for evacuation (beyond the Delivery Point) which is beyond the control of the SPD. This compensation shall be applied to the amount of shortfall in generation during the Contract Year. However, this compensation shall not be applicable in events of Force Majeure identified under the PPA with PSPCL, affecting supply of solar power by the SPD.
- (iii) **Excess Generation:** In case the generation is over and above 10% of declared annual CUF, the Solar Power Developer will be free to sell it to any other entity provided first right of refusal will vest with the PSPCL. In case the PSPCL purchases the excess generation, the same shall be done at 75% (seventy-five per cent) of the PPA tariff. The Solar Power Developer shall ascertain, well in advance, the availability of such excess generation, and shall intimate the same to PSPCL at least 30 days prior to the proposed date of commencement of excess generation. PSPCL shall thereafter, within a period of 15 days of receiving the above offer from the SPD, intimate its decision on the purchase of such excess energy. In the event the offer of the SPD is not accepted by PSPCL within the said period of 15 days, such right shall cease to exist and the SPD, at its sole discretion, may sell such excess power to any third party.

However, in case at any point of time, the peak of capacity reached is higher than the contracted capacity and causes disturbance in the system at the point where power is injected, the SPD will have to forego the excess generation and reduce the output to the rated capacity and shall also have to pay the penalty/charges (if applicable) as per

applicable regulations / requirements / guidelines of CERC/PSERC/SLDC or any other competent agency.

- (iv) **Generation Compensation in Offtake Constraint due to Transmission Infrastructure not Complete / Ready Beyond Delivery Point (Transmission Constraint):** After the scheduled commissioning date, if the plant is ready including the dedicated transmission line to be established by the SPD to connect to the grid but the necessary power evacuation / transmission infrastructure beyond Delivery Point is not ready, for reasons not attributable to the Solar Power Developer, leading to offtake constraint, the generation compensation shall be restricted to the following and there shall be no other claim, directly or indirectly against PSPCL :

Transmission Constraint	Provision for Generation Compensation
If the plant is ready but the necessary power evacuation/ transmission infrastructure beyond Delivery Point is not ready, leading to offtake constraint	a) The normative CUF of 19% (nineteen per cent) or committed CUF, whichever is lower, for the period of grid unavailability beyond Delivery Point, shall be taken for the purpose of calculation of generation loss. Corresponding to this generation loss, the excess generation by the Successful Bidder in the succeeding 3 (three) Contract Years, shall be procured by PSPCL at the PPA tariff so as to offset this loss. b) If the transmission delay is directly attributable to the organization building the transmission network and some penalty is imposed on it, then a part of that penalty may be utilized for compensating the generation loss.

However, it is clarified that if the plant is ready before SCOD, but the offtake is constrained because of inadequate/incomplete power evacuation infrastructure beyond Delivery Point, no compensation shall be permissible.

- (v) **Generation Compensation in Offtake Constraints Due to Grid Unavailability Beyond Delivery Point** - During the operation of the plant, there can be some periods where the plant can generate power but due to temporary transmission unavailability beyond Delivery Point the power is not evacuated, for reasons not attributable to the Solar Power Developer. In such cases the generation compensation shall be restricted to the following and there shall be no other claim, directly or indirectly against PSPCL:

Duration of Grid unavailability beyond Delivery Point	Provision for Generation Compensation
Grid unavailability beyond Delivery Point in a contract year as defined in the PPA: (only period from 8 am to 6 pm to be counted):	$\text{Generation Loss} = [(\text{Average Generation per hour during the contract year}) \times (\text{number of hours of grid unavailability beyond Delivery Point during the contract year})]$ Where, Average Generation per hour during the contract year (kWh) = Total generation in the contract year

	(kWh) ÷ Total hours of generation in the contract year. The excess generation by the Solar Power Developer equal to this generation loss shall be procured by PSPCL at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.
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- (vi) **Offtake Constraints Due to Back down-** The Solar Power Developer and PSPCL shall follow the forecasting and scheduling process as per the regulations in this regard by the PSERC. In case of backing down of supply of power by the SPD for reasons solely attributable to PSPCL and excluding where the Back down is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the Solar Power Developer shall be eligible for a Generation Compensation, from PSPCL, limited in the manner detailed below and there shall be no other claim, directly or indirectly against PSPCL.

Duration of Back down	Provision for Generation Compensation
Hours of Back down during a monthly billing cycle.	Generation Compensation = [(Average Generation per hour during the month) × (number of Back down hours during the month)] X PPA Tariff Where, Average Generation per hour during the Month (kWh) = Total generation in the Month (kWh) ÷ Total hours of generation in the Month.

The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of JMR /State Energy Accounts (SEA), as applicable.

- 3.9.4 The Successful Bidder shall be free to operate their projects after expiry of the 25 years from the SCOD of the Project, if other conditions like land lease etc., permits. However, any extension of the PPA period beyond 25 years from the SCOD of the project shall be through mutual agreements between the Successful Bidder and PSPCL.
- 3.9.5 **Re-powering:** The Successful Bidder, at its cost and responsibility, will be free to re-power their Plant(s) from time to time during the PPA duration without any liability on PSPCL. However, PSPCL will be obliged to buy power only within the range of CUF specified in the PPA.
- 3.9.6 **Reactive Power Requirement:** All Solar Power Generators (SPG) shall comply with the provisions in the CEA (Technical Standards for Connectivity to Grid) Amendment Regulations, 2013, as amended from time to time. Any SPG not complying with the provisions of CEA Regulations shall be liable to pay reactive power compensation, at the rate to be approved by the Commission, if the situation warrants.
- 3.9.7 The SPD shall be required to make arrangements and payments for import of energy (if any) as per applicable regulations of the PSERC/PSPCL separately and without any liability on PSPCL. In case of net import of energy during a month, the successful bidder shall be required to make payment to PSPCL at the prevailing tariff for the particular category which is applicable to Solar Power Projects, as determined by PSERC from time to time. In case of net export of energy during a month, the

Successful Bidder shall be eligible for the receiving agreed tariff from PSPCL for such net delivered energy.

3.10 Financial Closure

- 3.10.1 The Successful Bidder shall report 100% tie-up of Financing Arrangements for the Project(s) within 12 months from the date of execution of PPA for which the Successful Bidder shall furnish documentary evidence within 12 months from the date of execution of PPA.
- 3.10.2 The Bidder shall ensure that the technology to be adopted shall be commercially established and operational technology to minimize the technology risk. The project developer would provide evidence that the requisite technical criteria as per Annexure-A and/or in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules (Requirements for Compulsory Registration) Order, 2019 as amended from time to time, whichever is applicable, has been fulfilled and would provide un-priced copies of orders placed / agreements entered into, for supply of plants and equipment for the project before the Financial Closure.
- 3.10.3 The bidder has to indicate the proposed location of the projects at the time of bid submission in Format-6.1. However, the successful bidder shall have option to change the Project location before the Financial Closure.
- 3.10.4 At this stage, Project Developer will also be required to furnish letter from PSPCL confirming technical feasibility of connectivity of the plant to PSPCL/PSTCL substation at the indicated location.
- 3.10.5 Failing the aforesaid, PSPCL shall encash the Performance Bank Guarantee. An extension for the attainment of the financial closure and other conditions as mentioned above can however be considered by PSPCL, on the sole request of the Successful Bidder, on advance payment of extension charges of Rs. 1000/- per day per MW (Plus GST) for the period of extension required. Subsequent to the completion of deadline for achieving financial closure, PSPCL shall issue notices to the SPDs who are not meeting the requirements of Financial Closure as per the deadlines. The notice shall provide a period of at least 7 days to the respective SPDs to either furnish the necessary documents or make the abovementioned payment of Rs. 1,000/MW/day. In case of any delay in depositing this extension charge, the Successful Bidder has to pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ SBI MCLR (1Year). In case of non-submission of either the requisite documents or the necessary amount upon expiry of the abovementioned notice period, PSPCL shall encash the PBG of the corresponding SPDs and terminate the PPA for the corresponding Project.

This extension will not have any impact on the SCOD. Any extension charges paid so, shall be returned to the Successful Bidder, without any interest, on achievement of successful commissioning within the SCOD, on pro-rata basis, based on the Project Capacity commissioned on SCOD. However, in case of any delay in commissioning of the project beyond the SCOD, PSPCL shall be entitled to appropriate the amount as deposited above by the SPD which shall be in addition to and

without prejudice to the other rights of PSPCL including to encash the Performance Guarantee towards liquidated damages and other claims for delays on the part of the SPD under this Agreement.

- 3.10.6 It is presumed that the tariff will be adopted by the Appropriate Commission (PSERC) within 60 days of such submission. However, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days, shall entail a corresponding extension in financial closure i.e. for an equal number of days for which the PSERC order has been delayed beyond such 60 days period.
- 3.10.7 The SPD will have to submit the required documents to PSPCL at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, PSPCL shall not be liable for delay in verification of documents and subsequent delay in Financial Closure. Checklist of documents to be submitted at this stage is provided at Annexure-B of the RfS.

3.11 Commissioning and penalty for delay in commissioning

The projects shall be commissioned, within a period of 18 (eighteen) months from the date of execution of the PPA. The Commissioning of the Projects shall be carried out by the Successful Bidder based on the RfS, in line with the Procedure elaborated in standard PPA document. The Successful Bidder shall be required to submit the Key Plan drawing to PSPCL before actual commissioning of the Project. Commissioning certificates shall be issued by PSPCL/ authority/agency designated by PSPCL after successful commissioning of Project in accordance with the applicable Rules/ Regulations.

Further, evidence of clear possession of Project Site selected by Successful Bidder shall be submitted on or before the Scheduled Commercial Operation Date. The Successful Bidder shall provide documents/ Lease Agreement to establish possession/ right to use 100% (hundred per cent) of the required land in the name of the Successful Bidder for a period not less than complete term of the PPA. Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or PSPCL, in case of default of the Successful Bidder. Sworn affidavit from the authorized person of the Successful Bidder listing the details of the land and certifying total land required for the Project under clear possession of the Successful Bidder shall be submitted by the Successful Bidder.

- 3.11.1 **Part Commissioning:** Part commissioning of the Project shall be accepted by PSPCL subject to the condition that the Minimum Capacity for acceptance of first and subsequent part(s) commissioning shall be 5 MW for all projects, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. However, the SCOD (Schedule Commercial Operation Date) will not get altered due to part-commissioning. Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 (twenty-five) years from the SCOD.
- 3.11.2 **Early Commissioning:** The Successful Bidder shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCOD. In cases of early part-commissioning, till SCOD, PSPCL may purchase the generation till SCOD, at 75% (seventy-five per cent) of the PPA tariff. However, in case the entire capacity is commissioned prior to SCOD, PSPCL may purchase the

generation at PPA Tariff.

3.11.3 Penalty for Delay in Commissioning: The Project shall be commissioned by the Scheduled Commercial Operation Date. In case of failure to achieve this milestone, PSPCL shall encash the Performance Guarantee (PG) in the following manner.

- a) **Delay up to six (6) months from SCOD-** PSPCL will encash total Performance Guarantee on per day basis and proportionate to the balance Capacity not commissioned.
- b) In case the commissioning of the project is delayed beyond Six (6) months from SCOD, the Power Producer's Event of Default as per Article 10.2.1 of PPA shall be considered to have occurred and the contracted capacity shall stand reduced to the project capacity commissioned up to SCOD plus 6 (six) months. The PPA for balance capacity not commissioned shall be terminated.

The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Guarantee shall be limited to 24 (Twenty four) months from the effective date of PPA and no further extension, under any circumstances, shall be granted beyond 24 months.

It is presumed that the tariff will be adopted by the Appropriate Commission (PSERC) within 60 (sixty) days of such submission. However, any delay in adoption of tariff by the Appropriate Commission beyond 60 (sixty) days shall entail a corresponding extension in Scheduled Commissioning Date i.e. for an equal number of days for which the PSERC order has been delayed beyond such 60 days period.

3.12 Commercial Operation Date (COD): Commercial Operation date (COD) shall be the date certified by PSPCL or authority/agency designated by PSPCL upon successful commissioning of full capacity of the Project or the last part capacity of the Project, as the case may be. Successful Bidders shall have to provide a written notice to PSPCL as well as any authority/agency designated by PSPCL at least 30 days in advance for the same.

3.13 Minimum Paid up Share Capital to be Held by Project Promoter

- i) The Bidder shall provide complete information in their bid in reference to RfS about the Promoters and their shareholding in the company indicating the controlling shareholding before signing of PPA with PSPCL.
- ii) No change in the controlling shareholding of the Bidding Company or Bidding Consortium developing the Project shall be permitted from the date of submission of response to RfS till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- iii) The successful bidder, if being a single company, shall ensure that its shareholding in the SPV/project company executing the PPA shall not fall below 51% (fifty-one percent) at any time prior to 1 (one) year from the COD, except with the prior approval of PSPCL. In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/project company executing the PPA, shall not fall below 51% at any time prior to 1 (one) year from the COD, except with the prior approval of the PSPCL. Further, the successful bidder shall ensure that its promoters shall not transfer the controlling shareholding and interest or cede control of the bidding company/ consortium till

1 (one) year from the COD, except with the prior approval of PSPCL. In this case it shall also be essential that the successful bidder shall also provide the information about its promoters and their shareholding to PSPCL before signing of the PPA with PSPCL.

- iv) Any change in the shareholding after the expiry of 1 (one) year from the COD can be undertaken under intimation to PSPCL.
- v) In the event the Successful Bidder is in default to the lender(s), lenders shall be entitled to undertake “Substitution of Promoter” in concurrence with PSPCL.
- vi) In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 10 Lakh per Project per Transaction as Facilitation Fee (non-refundable) plus GST shall be deposited by the Successful Bidder to PSPCL. However, the new entity should be of the same financial strength as the Successful Bidder.

3.14 Structuring of the Bid Selection Process:

- i) Single stage, two-part bidding followed by e-reverse auction has been envisaged under this RfS. Bidders have to submit online both Technical bid and Financial bid (Fixed Tariff) together in response to this RfS online. The preparation of bid proposal has to be in the manner described in Section 3.18.
- ii) The Financial Bid shall factor in the implications of the Office Memorandum No. 283/3/2018-GRID SOLAR dated 09.03.2021 issued by Ministry of New and Renewable Energy (MNRE), on the imposition of Basic Customs Duty (BCD) on Solar PV Cells and Modules/Panels and any further notifications that may be issued by Government of India providing for BCD to be at 40% (Solar Module) and 25% (Solar Cell) with effect 01.04.2022. Such imposition shall not be considered as Change in Law within the scope of Change in Law provision in the Power Purchase Agreement.

3.15 Instructions to Bidders for Structuring of Bid Proposals in Response to RfS

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS. Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

1. Covering Letter as per Format 6.1.

- 2. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 6.2.**

In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this Section. Provided that, such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

3. Earnest Money Deposit (EMD) as Bank Guarantee in the form as per Format 6.3 A.

- 4. **Performance Guarantee** (to be submitted before signing of PPA as specified in Section 3.7)

as Bank Guarantee in the form as per **Format 6.3 B**.

5. Board Resolutions, as per prescribed formats enclosed as **Format 6.4**, duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:

- a. Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects, to sign the PPA with the PSPCL. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.
- b. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project/Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and
- c. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.
- d. Board Resolution from the parent/affiliate of the bidding company, if financial capability criteria of such parent/affiliate is used by the bidder, undertaking that such parent/affiliate shall contribute the required equity funding and performance bank guarantees in case the bidder fails to do so in accordance with clause 3.4.4 (ii) of RFS.

6. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 6.5** along with Board resolution from each Member of the Consortium for participating in Consortium.

7. Format 6.6: Format for **Financial Qualification Requirement**

8. Format 6.7: Format for **Technical Criteria**

9. Format 6.8: Format for **Disclosure**

10. Format 6.9: Format for **No Deviation Certificate**

11. Bidder shall ensure that the technology to be adopted shall be commercially established technology as per **Annexure A** or in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules (Requirements for Compulsory Registration) Order, 2019 as amended from time to time, whichever is applicable. Final details of the same shall be submitted prior to financial closure of project."

12. Attachments

- (i) Memorandum of Association (MoA), Articles of Association (AoA) needs to be attached along with the bid. The bidder should also highlight the relevant provision in the Object Clause of the MoA relating to generation and sale of Power / Energy / Renewable Energy / Solar Power Plant development.

In case, there is no mention of above provision in the MoA of the bidding company, the same

has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder.

If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), MoA/AoA of the SPV highlighting the relevant provision of Object Clause relating to generation and sale of Power /Energy /Renewable Energy / Solar Power plant development has to be submitted prior to signing of PPA.

- (ii) Certificate of Incorporation of Bidding Company/all member companies of Bidding Consortium.
- (iii) A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any), duly certified by a practicing Chartered Accountant /Company Secretary as on a date within 30 days prior to the last date of bid submission.
- (iv) Documents containing information about the Promoters and their shareholding in the Company (as on a date within 30 days prior to the last date of bid submission) to PSPCL indicating the controlling shareholding at the stage of submission of response to RfS to PSPCL as per Section 3.13. PSPCL reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required timelines.
- (v) Certified copies of annual audited accounts for the last financial year shall be required to be submitted; OR in case the Bidder is a newly formed company, supported by documentary evidence of its recent formation at RoC, then the certificate issued by a Statutory Auditor along with certified copy of Balance sheet, Profit & Loss account, Schedules and cash flow statement as on latest available date (not more than seven days prior to the last date of bid submission) supported with bank statement (if available) shall be required to be submitted.

In case of foreign Bidders, audited annual accounts of previous financial year as per relevant laws / acts of their country of origin, duly certified by a practicing Chartered Accountant of India, shall be submitted.

In the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this RFS falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

- (vi) Certificate from Statutory Auditor, certifying the Net-worth of the bidder per MW of quoted capacity as per Section 2 of the Companies Act 2013, annual turnover and PBDIT certificate (as applicable) as on date of last financial year ending i.e. 31.03.2023 or 31.03.2022, or in case the Bidder is a newly formed company, supported by documentary evidence of its recent formation at ROC, then the certificate issued by a Statutory Auditor computing net-worth based on certified copy of Balance Sheet, Profit & Loss account,

Schedules and cash flow statement as on latest available date (not more than seven days prior to the last date of bid submission) supported with bank statement shall be required to be submitted.

- (vii) In case a bidder submits the Net-worth credentials of its Parent/Affiliate, an undertaking from such Parent/Affiliate shall be submitted, stating that in case the bidder(s) fails to contribute required equity funding and Performance Guarantee, the same shall be done by such Parent/Affiliate in line with Clause 3.4.4(ii) of the RfS and Format 6.4.

3.16 Important Notes and Instructions to Bidders

- (i) Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- (ii) The Bidders shall be shortlisted based on the declarations made by them in relevant provisions of RfS. The documents submitted online/offline will be verified before signing of PPA.
- (iii) If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, PSPCL reserves the right to reject such response to RfS and/or cancel the Letter of Intent, if issued, and the Performance Guarantee/EMD provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.
- (iv) If the event specified at point (iii) above is discovered after the execution of PPA, consequences specified in PPA shall apply.
- (v) Response submitted by the Bidder shall become the property of the PSPCL and PSPCL shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Section 3.7.
- (vi) All documents of the response to RfS (including RfS, PPA, Corrigenda (if any) Addenda (if any) and all other documents uploaded on <https://www.bharat-electronictender.com/> as part of this RfS) submitted online must be duly signed and stamped/digitally signed by the person authorized by the Board as per **Format 6.4**.
- (vii) The response to RfS shall be submitted as mentioned in Section 3.18. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, PSPCL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS. Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- (viii) All the information should be submitted in English language only. In case of foreign bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.
- (ix) Bidders shall mention the name of the contact person, contact number, email address and complete address of the Bidder in the covering letter.
- (x) Response to RfS that are incomplete, which do not substantially meet the

requirements prescribed in this RfS or not submitted in the specified formats will be liable for rejection by PSPCL.

- (xi) Non submission and/or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of PSPCL of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- (xii) Only PSERC and/or Courts at Punjab/Chandigarh shall have exclusive jurisdiction in all matters pertaining to this RfS.
- (xiii) In order to facilitate the Bidders to submit the response to RfS, indicative checklist in Annexure-C has been attached. Bidders are advised to take note of the above checklist while submitting the response to RfS.
- (xiv) Some instructions to be followed by the bidders for online submission of response to RfS are also stated at Annexure -E and Annexure –F.

3.17 Non-responsive Bid

The electronic response to RfS submitted by the bidder along with the documents submitted offline to PSPCL shall be scrutinized to establish “Responsiveness of the bid”. Each bidder’s response to RfS shall be checked for compliance with the submission requirements set forth in this RfS.

Any of the following conditions shall cause the Bid to be “non-responsive”:

- a. Non submission of Cost of RfS, Processing fee or e bidding fee as mentioned in the Bid Information sheet.
- b. Non-submission of EMD in acceptable form along with RfS document.
- c. Response to RfS (offline or online) not received by the due date and time of bid submission;
- d. Non submission of the original documents mentioned at Section 3.18 by due date and time of bid submission;
- e. Any indication of tariff in any part of response to the RfS, other than in the financial bid.
- f. Data filled in the Electronic form of financial bid, not in line with the instructions mentioned in the same electronic form.
- g. Bidder or any of its Affiliates is a willful defaulter to any lender.
- h. Major litigation pending or threatened against the bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the bidder to undertake the Project.
- i. In case it is found that the Bidding Company including Ultimate Parent Company / Parent Company/Affiliate/Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.
- j. Conditional bids shall be summarily rejected.
- k. The financial bids quoting equal to or more than the tariff of Rs. 2.75 per unit.
- l. Any Bid not meeting any of the requirements as per this RfS may cause the Bid to be considered “non-responsive” at the sole decision of PSPCL

The determination of a bid’s responsiveness shall be based on the contents of the bid itself

without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by PSPCL, and may not subsequently be made responsive by the Bidder by correction of the non-conformity or rectifying the cause for non-responsive. However, PSPCL may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a material deviation and that does not prejudice or affect the relative ranking of any bidder. Non-responsive bids will be liable for rejection by PSPCL. The EMD submitted against such non-responsive bids shall be returned to the bidders.

3.18 Method of Submission of Response to RfS by the Bidder

The bidder has to submit the documents in original as part of Response to RfS online as well as offline to the address mentioned in Bid Information Sheet before the due date and time of bid submission. If the Bidder has submitted online documents and fails to submit the requisite documents offline or vice-versa, then the same shall be treated as incomplete bid and Cost of RfS, Processing fee submitted shall be encashed and the EMD(s) shall be returned.

A. Documents to be Submitted Online

All documents of the response to RfS to be submitted online must be duly signed and stamped/digitally signed and submitted on the e-bidding portal <https://www.bharat-electronictender.com/>.

1. “Technical Bid (Part I)”

The Bidder shall upload single technical bid containing the **scanned copy of following documents in .pdf format** duly signed and stamped/ digitally signed on each page by the authorized person as mentioned below.

- i) **Covering Letter** as per **Format-6.1**
- ii) Details of online remittance of **Cost of RfS document** and **Processing Fee** to PSPCL.
- iii) **Power of Attorney** as per **Format-6.2** (if applicable),
- iv) **EMD** as mentioned in the Bid Information Sheet (Bank Guarantee as per Format- 6.3A). One EMD may be submitted for the cumulative capacity quoted by the bidder.
- v) **Board Resolution** as per **Format-6.4**
- vi) **Consortium Agreement** as per **Format-6.5** (if applicable)
- vii) **Financial Qualification Requirement** as per **Format 6.6**
- viii) **Technical Criteria** as per **Format 6.7**
- ix) **Letter for Disclosure**, as per **Format-6.8**
- x) **No Deviation Certificate** as per **Format 6.9**
- xi) **MoA/AoA** along with **Certificate of Incorporation** of Bidding Company/all member companies of Bidding Consortium
- xii) **A certificate of shareholding** of the bidding company along with documents containing information about the Promoters and their shareholding in the Company
- xiii) Certificate of Registration / Provisional Registration for GST
- xiv) **Certificate from Statutory Auditor**, certifying the Net-worth of the bidder per MW of quoted capacity, annual turnover and PBDIT certificate (as applicable) as on date of last financial year along with Certified copies of annual audited accounts

- for the last financial year.
- xv) Copy of PAN Card of the Bidder
 - xvi) Any other document the bidder is required to upload as per the requirements in the RfS or to meet the eligibility criteria as a single Pdf document.

B. Documents to be Submitted Offline (in original)

Bidding Envelope: Subsequent to the online submission of the bid documents, following hard copies of documents are to be submitted to the address mentioned in Bid Information Sheet before the due date and time of bid submission, in sealed covers Superscribing bidder details, Tender Name and Number.

- i. Bank Guarantee towards EMD in original as per format.
- ii. Original hard copies of documents uploaded in Part I.
- iii. In case of any discrepancies between the documents uploaded and the hard copies sent, only the uploaded document shall prevail and it shall only be considered for evaluation.
- iv. Pass-phrases to decrypt Technical-Bid and Financial-Bid. The passphrases must be submitted on letter head of the Bidder clearly mentioning the RfS No. and Technical/Financial Bid in two separately sealed-envelopes with proper labeling (super-scribing technical/financial bid-part on the relevant envelope).
- v. **Bidders SHALL NOT submit hardcopies of the financial bid to the Tendering authority. Submission of the same shall disqualify the bidder.**

The following information shall be super-scribed on the bidding envelope (illustration)

Response to RfS for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 1000 MW Grid connected Solar Photovoltaic Projects located anywhere in Punjab for PSPCL

Capacity of Project	_____ MW
RfS Reference No.	41/PSPCL/IPC/SOLAR/1000MW/2023/ET-5 dated 29.05.2023
Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of Signatory) (Stamp of Bidder)
Bid Submitted to	Superintending Engineer (IPC), Punjab State Power Corp. Ltd. T-8, NRSE & Thermal (D), Shakti Vihar, Patiala-147001

2. “Financial Bid (Part II)”

Financial proposal shall be uploaded on the ETS e bidding portal as follows:

- i. Financial Proposal Covering Letter as per Format 6.11 shall be uploaded in the Main Bid Part of the Financial bid as provided on the <https://www.bharat-electronictender.com/> portal.
- ii. Only single tariff bid for all the Projects shall have to be filled online in the ElectronicForm provided on the <https://www.bharat-electronictender.com/> portal.

The instructions mentioned in the Financial Bid Electronic Form, if any, have to be strictly followed without any deviation; else the bid shall be considered as non-responsive.

To participate in the event, the bidder will have to specify the total quantum of power it intends to supply, single price for all the locations for which it intends to supply. **Hard Copy of the Financial Proposal SHALL NOT be sent to this office.**

Important Note:

- i) The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.
- ii) In the Envelope, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
- iii) The Envelope shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelope.
- iv) The size of main bid file that can be uploaded by the bidder is up to 10 MB. The bidder is advised to take this factor into account while scanning his documents.
- v) The Non-Financial Bid **SHALL NOT CONTAIN** any information/document relating to Financial Bid. If Non-Financial Bid of any Bidder contains any such information/documents disclosing details of Tariff quoted in the financial bid, the bidder will be disqualified from further participation in the bidding process and the Bidder shall solely be responsible for any consequences suffered by him due to such disqualification.
- vi) All pages of the Bid, except for the Bank Guarantee in lieu of EMD and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections duly marked RED and counter signed in the Bid, if any, must be duly signed and stamped/digitally signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall sign on all pages of the Bid.
- vii) No change or supplementary information to a Bid will be accepted after the Bid Due date, unless the same is requested for by PSPCL. Provided that a Bidder shall always have the right to withdraw or modify the Bid before the Bid Due date.
- viii) If the respective Part I (Non-Financial Bid) or Part II (Financial Bid) is not uploaded as per the specified requirement, the bid will be considered invalid.

3.19 Validity of the Response to RfS

The Bidder shall submit the response to RfS which shall remain valid up to One Hundred Eighty (180) days from the last date of submission of response to RfS (“Bid Validity”). PSPCL reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

3.20 Bid Preparation Cost

The Bidder shall be responsible for all the costs associated with the preparation of the response to RfS and participation in discussions and attending pre-bid meeting(s), etc. PSPCL shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

3.21 Clarifications / Pre Bid meeting / Enquires / Amendments

- i) Clarifications/Doubts, if any, on RfS document may be emailed through Email- se-ipc@pspcl.in. For any such clarifications, or proposed amendments, the Bidder should adhere to the format given in the RfS as Format 6.10.

- ii) PSPCL will make effort to respond to the same in the Pre- Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and PSPCL's response shall be uploaded on e-bidding portal and, if necessary, amendments, clarifications, elaborations shall be issued by PSPCL which will be notified on E-bidding Portal. No separate reply / intimation will be given for the above, elsewhere.
- iii) A Pre Bid Meeting shall be held as mentioned in the Bid Information sheet.

3.22 Right of PSPCL to Reject a Bid

PSPCL reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without any liability.

3.23 Pre and Post LoI Compliance

Timely completion of all milestones i.e. signing of PPA, conditions subsequent, meeting Financial Closure requirements, commissioning, etc. will be the sole responsibility of the Successful Bidders and PSPCL shall not be liable for issuing any intimations/reminders to them for timely compliance of milestones and/or submission of compliance documents.

Any checklist shared with the Bidders/ Successful Bidders by PSPCL for compliance of milestones shall be for the purpose of facilitation only. Any additional documents required as per the conditions of RfS and PPA must be timely submitted by the Bidders / Successful Bidders.

3.24 Ineligibility for Participation in Retenders

Notwithstanding the provisions specified above, if a bidder after having been issued the Letter of Intent either does not sign the PPA pursuant to Clause 3.9 or does not submit acceptable Performance Guarantees pursuant to Clause 3.7 then such bidder shall be treated ineligible for participation in retendering of this particular selection process if any.

3.25 Corrupt or Fraudulent Practices:

PSPCL requires that Bidders, Solar Power Developers, etc. observe the highest standard of ethics during the development and operation of Solar Power Project(s). In pursuance of this policy, PSPCL:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the bidding process or in the development and operation of Solar Power Project(s); and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence the bidding process or in the development and operation of Solar Power Project(s) to the detriment of PSPCL, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive PSPCL of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award

has engaged in corrupt or fraudulent practices in competing for the tender in question and the bid security of the bidder shall be forfeited;

- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the development and operation of Solar Power Project(s).

3.26 Contacting PSPCL

Except for when PSPCL has sought some clarification or additional information in writing from the bidder, no Bidder or his representative shall contact PSPCL on any matter relating to its bid, from the time of the opening of bids to the time the LOI is issued. Any effort by a Bidder to influence PSPCL decision during the evaluation process before LOI is issued to successful bidder(s) may result in rejection of the Bidder's bid.

SECTION 4: BID EVALUATION AND SELECTION OF BIDDERS

4.1 Bid Evaluation

Bid evaluation will be carried out considering the information furnished by Bidders as per the provisions specified in Section 3 of this RfS. To ensure competitiveness, the minimum number of qualified Bidders required would be two. If the number of qualified bidders is less than two, even after three attempts of bidding, PSPCL may continue with the bidding process subject to requisite approvals/consent of Hon'ble PSERC.

The detailed evaluation procedure and selection of bidders are described in this Section.

4.2 Techno-commercial Evaluation of bidders

A. Technical Bid (Part-I) Evaluation (Step-1):

- i. The Part-I (Technical Bid submitted online) of only those bidders will be opened by PSPCL whose required documents as mentioned at Section 3.18 B are received at PSPCL's office on or before the due date and time of bid submission.
- ii. Bid responses received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the bidder.
- iii. Subject to Section 3.18, PSPCL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, PSPCL may seek additional documents/ clarifications to the documents submitted by the Bidders, if required, to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/ additional documents sought by PSPCL within 4 days from the date of such intimation from PSPCL. All correspondence in this regard shall be made through email se-ipc@pspcl.in only. The request for clarification and the response shall be in writing, and no change in the substance of the bid shall be sought, offered or permitted.
- iv. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. PSPCL shall not be responsible for rejection of any bid on account of the above.
- v. The response to RfS submitted by the Bidder shall be scrutinized to establish Techno- Commercial eligibility as per RfS.

B. Financial Bid (Part-II) Evaluation (Step-2):

In this step, evaluation will be carried out based on tariff quoted by the Bidders. Financial Bids (Part II) of the Qualified Bidders shall be opened **online**, on the date as specified in Bid Information sheet or as intimated by PSPCL on the ETS e-bidding portal <https://www.bharat-electronictender.com/>. The evaluation of Financial Bid shall be carried out based on the information furnished in Part II (Financial Bid). The Financial Bids submitted by the Bidders

shall be scrutinized to ensure conformity with the provisions of this RfS. Financial Bid not in conformity with the requirement of this RfS or containing any deviation from these tendered conditions shall be rejected.

Tariff as completely quoted by the bidder shall be firm and shall be less than Rs. 2.75 /- (Two Rupees Seventy Five paisa) per kWh.

Bids qualifying as above shall only be evaluated. The Financial Bids of all Qualified Bidders shall be ranked based on the quoted tariff from the lowest to the highest. The bids will be arranged in ascending order of quotes received. Bid with lowest tariff will be marked L1.

After completion of evaluation of the financial bids and ranking of bidders e-reverse auction will be conducted to determine the last lowest quoted tariff.

- i. Part-II (financial bid containing Tariff) of only those bidders shall be opened whose technical bids are found to be qualified.
- ii. The bidders including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit bid (single application) quoting tariff per kWh for the project. Tariff can be quoted up to two places of decimal only.
- iii. On completion of Technical bid evaluation, if it is found that only one bidder is eligible, opening of the financial bid of the bidder will be at the discretion of PSPCL. Thereafter PSPCL may take appropriate action in consultation with PSERC.
- iv. If the tariff quoted is same for two or more bidders, then all the bidders with same tariff shall be considered of equal rank/ standing in the order.
- v. **The bidders quoting tariff equal to or more than the maximum ceiling under this RfS (Rs. 2.75/kWh) shall be treated as disqualified and shall not be eligible for reverse auction bidding/ process.**

4.3 Reverse Auction (Step-3)

4.3.1 After completion of evaluation of the financial bids and ranking of bidders e-reverse auction will be conducted to determine the last lowest quoted tariff. The reverse auction shall be conducted on <https://www.bharat-electronictender.com/>. Reverse Auction shall be carried out as specified in “Bid Information Sheet” of this RfS.

4.3.2 The Bidders will be intimated individually by system generated emails only after opening of Financial Proposal and subsequent configuration of e-Reverse Auction.

Payment of Bidding Fee - Participation Charges for the **e-Reverse Auction Event of Rs.15,000 (plus GST)** payable directly to the ETS Service Provider, are to be paid Online on the Bharat-Electronic Tender portal by all bidders wishing to participate in the e-Reverse Auction.

- i) The Reverse auction shall be held on the same day as the opening of Financial Proposal. **Auction extension time:** The initial auction period will be of sixty (60) minutes with a provision of ‘n’ number of auto extensions of 10 (ten) minutes each from the scheduled/ extended closing time. Such auto extension shall be affected if by way of reduction in quoted price, a Bidder causes a change in the list of awardees which are in the bucket at that point.

- ii) During the e-Reverse Auction the Bidders will have the option of reducing the tariff quoted by them in decrements of Rs. 0.01/kWh or multiples thereof. During the Reverse Auction the prevailing Lowest Tariff would be visible to all the Bidders. In addition, bidder's own respective rank will also be visible to all bidders.
- iii) Bidders can only quote any value lower than their previous quoted tariff taking into consideration of the minimum decrement value mentioned above. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.
- iv) Further, in Reverse Auction no revision in capacity of Project(s) for which a bidder is considered qualified after evaluation of technical bid is allowed. During Reverse Auction, the bidder shall not have the option of changing the total project capacity while quoting tariff.
- v) Some instructions regarding reverse auction are also detailed at Annexure-F.
- vi) At the start of the reverse auction process, the tariff of financial bid along with the qualified capacity of Project(s) of short-listed bidders shall be fed as their first quoted tariff and Project(s).

4.4 Selection of Successful Bidders

- 4.4.1 The bidders shall be selected in the ascending order with lowest quoted tariff (being L1) till the capacity is exhausted.
- 4.4.2 The lowest quoting bidder will be allotted its qualified project capacity and then, next higher bidder will be allotted its qualified project capacity and so on, till the total capacity is exhausted.
- 4.4.3 In case of the last selected bidder, if the balance project capacity is less than the total project capacity mentioned by the bidder, then the balance capacity shall be awarded to the bidder till the total capacity is exhausted subject to a minimum allocation of 5 MW. Provided that, in case the partial capacity (balance capacity till the total capacity on offer is exhausted) offered to the last Bidder after completion of the e-reverse auction is lower than 50% of the total quoted capacity by such Bidder, the Bidder shall have an option to refuse such offered partial capacity within 7 days of issuance of Letter of Intent and EMD submitted by such Bidder shall be returned along with those of the unsuccessful Bidders.

Further, in case the partial capacity offered is greater than or equal to 50% of the total quoted capacity by such Bidder, then it shall be mandatory for the last Bidder to accept such partial capacity offered against its quoted capacity, subject to the total cumulative capacity awarded after e-Reverse Auction to the successful Bidders not exceeding 1000 MW. In case the last Bidder refuses to accept such partial capacity offered by PSPCL, EMD submitted by such Bidder shall be forfeited/encashed by PSPCL.
- 4.4.4 In case of tie, among two or more bidders in the e-Reverse Auction (i.e. their last quoted tariff being the same), they will be considered in the chronological

order of their last bid with preference to that bidder who has quoted his last bid earlier than others.

- 4.4.5 In the above case, after closure of e-Reverse Auction, if the time of quote also becomes exactly same among the bidders at a tie, then the ranking among these bidders shall be done as follow:

Step1: Lowest rank will be given to the bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is a tie among any of these bidders, then the following step (Step 2) will be followed.

Step2: Bidders will be considered in the chronological order of their Financial bid submission on the ETS Portal (both Main-bid and Electronic Form) with preference to that bidder who has quoted his Financial bid earlier than others. If there is also a tie among any of these bidders, then the following step (Step 3) will be followed.

Step3: Ranking will be done based on draw of lots.

- 4.4.6 Further if a bidder who has been invited for the reverse auction does not reduce its tariff bid or does not participate in the reverse auction for any reason whatsoever, its financial bid shall be considered its final bid price in the reverse auction. The time stamping of such bidder shall be the time of commencement of reverse auction.

- 4.4.7 At the end of selection process, Letter of Intent (LOI) will be issued to all the Successful Bidders. In case of Consortium being selected as Successful Bidder, the LOI shall be issued to the Lead Member of the Consortium.

In all cases, PSPCL's decision regarding selection of bidder through Reverse Auction or otherwise based on tariff or annulment of tender process shall be final and binding on all participating bidders.

Also, PSPCL shall reserve the right to short close the capacity lower than 1000 MW at its discretion.

4.5 Other Terms and Conditions Applicable to Reverse Auction Process

- (a) Reverse Auction Process will be conducted online and the Bidders will participate in the Reverse Auction Process remotely from their respective locations. The Bidders will be responsible to ensure uninterrupted and adequate internet connectivity during the Reverse Auction Process. The Bidders are also required to acquaint themselves with other terms and conditions provided on the E-bidding Portal.
- (b) PSPCL will not entertain or accept any request for extension of time during the Reverse Auction Process. The Bidders are, therefore, requested to make all the necessary arrangements / alternatives as may be required to ensure their successful participation in the Reverse Auction Process. Failure of power or loss of internet connectivity at the premises of Bidders during the Reverse Auction Process cannot be the cause for failure to participate in the Reverse Auction Process. PSPCL or ETS Service Provider shall not be responsible or liable for such eventualities.
- (c) The Bidders are advised to ensure that they are fully trained and aware of the manner

in which the E-bidding Portal operates and also clarify all their doubts regarding issues such as refreshing of screen.

- (d) PSPCL will not be liable to the Bidders or any other party for any interruption or delay in access to the E-bidding Portal irrespective of the cause.
- (e) The Bidders should also note that:
 - (i) Order finalization and post order activities such as issuance of the LOI, signing of the Power Purchase Agreement etc. would be transacted directly between Successful Bidder/SPV and PSPCL.
 - (ii) LOI may be placed outside the E-bidding Portal and further processing of the LOI may also be outside the E-bidding Portal.
 - (iii) In case of any technical problem faced by the Bidders during the Bidding Process, the Bidders are advised to contact the ETS Helpdesk on Phone 0124-4229071, 4229072; E-mail: support@isn-ets.com.
 - (iv) PSPCL will not be responsible for any computer configuration/Java related issues, software/hardware related issues, telephone line glitches and breakdown / slow speed in internet connection of computer at Bidder's end.
 - (v) The Bidders may note that it may not be possible to extend any help, during the Reverse Auction Process, over phone or in person in relation to rectification of personal computer / Internet / any other issues and the Bidder may lose the chance of participation in the auction.
 - (vi) PSPCL reserves the right to cancel/reschedule/extend the Reverse Auction process/tender at any time, without assigning any reason and without any liability.

4.6 Role of PSTCL

It is envisaged that the PSTCL will provide transmission system connectivity to facilitate the evacuation of power from the Projects as per terms of this document. PSTCL shall coordinate with the Planning wing of PSPCL for grant of feasibility upon application by the developer in this regard.

SECTION 5: OTHER PROVISIONS

5.1 Other Provisions:

The Successful Bidder(s) are required to obtain necessary clearances and permits as required for setting up the Solar Power Projects, including but not limited to the following:

- a) No Objection (NOC) / Environmental clearance (if applicable) for the Project.
- b) Forest Clearance (if applicable) for the land for the Project.
- c) Approval for Water from the concerned authority (if applicable) required for the Project.
- d) Responsibility for getting PSPCL/PSTCL Grid Connectivity & getting Long Term Access (LTA) for the Project, as applicable.
- e) Any other clearances as may be legally required, in order to establish and operate the Project.

It shall be the sole responsibility of the Successful Bidder(s) to obtain the necessary clearances and permits. The Successful Bidder(s) shall be required to submit above clearances, as applicable for the Project, to PSPCL prior to commissioning of the project. In case of any of the clearances as indicated above being not applicable for the said Project, the Successful Bidder(s) shall submit an undertaking in this regard, and it shall be deemed that the Successful Bidder(s) has obtained all the necessary clearances for establishing and operating the project. Any consequences contrary to the above shall be the responsibility of the Successful Bidder(s).

SECTION 6: FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section 3 and other submission requirements specified in the RfS.

- i. Format of Covering Letter (Format 6.1)
- ii. Format for Power of Attorney (Format 6.2)
- iii. Format for Bank Guarantee against Earnest Money Deposit (EMD) (Format 6.3 A)
- iv. Format for Performance Bank Guarantee (Format 6.3 B)
- v. Format for Board Resolutions (Format 6.4)
- vi. Format for the Consortium Agreement (Format 6.5)
- vii. Format for Financial Qualification Requirement (Format 6.6)
- viii. Format for Technical Criteria (Format 6.7)
- ix. Format for Disclosure (Format 6.8)
- x. Format for No Deviation Certificate (Format 6.9)
- xi. Format for Clarifications/Amendments on the RfS / RfS Documents (Format 6.10)
- xii. Format for Financial Proposal Covering Letter (Format 6.11)
- xiii. Technical Requirements for Grid Connected Solar Power Projects (Annexure - A)
- xiv. Check List for Financial Closure (Annexure-B)
- xv. Check List for Submission of Bids (Annexure-C)
- xvi. Check List for Bank Guarantees (Annexure-D)
- xvii. Special Instructions to Bidders for e-Tendering & e-Reverse Auction (Annexure-E)
- xviii. Terms and Conditions for the Reverse Auction (Annexure-F)
- xix. List of Substations (Annexure-G)

The Bidder may use additional sheets to submit the information for their detailed response.

FORMAT-6.1 Covering Letter

(The covering letter should be on the Letter Head of the Bidding Company / Lead Member of the Bidding Consortium)

Reference No:

Date:

From

(Insert name and address of Bidding Company/ Lead Member of the Bidding Consortium) Tel. #: Fax#: E-mail address#

To

Superintending Engineer (IPC)
 Punjab State Power Corp Ltd.
 T-8, NRSE & Thermal (D), Shakti Vihar
 PSPCL, Patiala-147001

Tel No. 0175-2921547
 Email: se-ipc@pspcl.in

Sub: Response to RfS No. 41/PSPCL/IPC/SOLAR/1000MW/2023/ET-5 dated 29.05.2023 for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 1000 MW grid connected Solar Photovoltaic Projects to be setup anywhere in Punjab.

Dear Sir,

We, the undersigned.....[insert name of the 'Bidder'] having read, examined and understood in detail the RfS No. 41/PSPCL/IPC/SOLAR/1000MW/2023/ET-5 dated 29.05.2023 & Addendums thereto, if any, including Qualification Requirements in particular, terms and conditions of the PPA for supply of power for 25 years from SCoD of the project to PSPCL and hereby submit our response to RfS. We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/Parent Company/Affiliate/Group Company has submitted response other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 6.8 under Disclosure). We are submitting application for the development of our Solar Project as under:

Solar Generation Plant	Offered Capacity	Declared CUF %
Loc 01		
Loc 02		
Total MW	

Note 1: The bidder must ensure the project capacity mentioned is minimum 5 MW for all Projects.

Note 2: Bidders may indicate either single CUF% for the entire capacity of the Project OR may choose to provide different CUF% for different locations.

Note 3: Delete/Insert the rows as applicable, and number the locations accordingly.

1. "We give our unconditional acceptance to the RfS dated....., PPA and Addendums thereto, if any. In token of our acceptance to the RfS and PPA along with the amendments and clarifications issued by PSPCL, we are submitting No Deviation Certificate, on stamp paper duly notarized, as per Format 6.9 enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS, and provisions of PPA shall be binding

on us. Further, we confirm that the Project shall be commissioned within 18 months from the date of execution of the PPA.

2. Earnest Money Deposit (EMD): - (Please read Section 3.7 carefully before filling) we have enclosed EMD of Rs... (Insert Amount) in the form of bank guarantee no..... [Insert bank guarantee number] dated [Insert date of bank guarantee] as per Format 6.3A from [Insert name of bank providing bank guarantee] and valid upto.....in terms of Section 3.7 of this RfS. The total capacity of the Solar Power Project offered by us is MW.
3. We hereby declare that in the event our Project gets selected and we are not able to submit Bank Guarantee of the requisite value(s) towards Performance Guarantee for the Project within due time as mentioned in 3.7, respectively on issue of LOI by PSPCL for the Project and/or we are not able to sign PPA with PSPCL within 1 month from date of issue of LOI or as intimated by PSPCL, PSPCL shall have the right to encash/forfeit the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.
4. We have submitted our response to RfS strictly as per Section – 6 (Formats) of the RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. We hereby declare that during the selection process, in the event our Project happens to be the last Project and PSPCL offers a capacity and such offered capacity is greater than or equal to 50% of our quoted capacity which is less than our quoted capacity due to overall bid capacity limit, we shall accept such offered capacity.
6. Acceptance: We hereby unconditionally and irrevocably agree and accept that the decision made by PSPCL in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
7. Familiarity with Relevant Indian Laws & Regulations: We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to RfS, execute the PPA in the event of our selection as Successful Bidder.
8. In case of our selection as the Successful bidder and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us, then we shall ensure that our shareholding in the (special purpose vehicle) SPV/project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to one (1) year from the COD, except with the prior approval of PSPCL. We shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with PSPCL, committing total equity infusion in the SPV as per the provisions of RfS.
9. We hereby undertake that in the event of our project is selected, we shall be solely responsible for getting the connectivity on or before SCOD. In the event of delay in commissioning, the provisions of Section 3.7 & 3.11 of the RfS / relevant Articles of PPA shall be applied. Further, the project shall not be considered as commissioned unless the connectivity with PSPCL/PSTCL grid is established and PSPCL or the authority/agency designated by PSPCL issues certificate of commissioning.

10. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
11. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from PSPCL.
12. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.
13. We confirm that all the terms and conditions of our Bid are valid up to (.....Insert date in dd/mm/yyyy) for acceptance (i.e. a period of one hundred eighty (180) days from the last date of submission of response to RfS).

14. Contact Person

Details of the representative to be contacted by PSPCL are furnished as under

Name:.....

Designation:

Company:.....

Address:.....

Phone Nos.:.....

Mobile Nos.:

Fax Nos.:

E-mail address:

GST No. :

15. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Successful Bidder's event of default under PPA and consequent provisions of PPA shall apply.
16. We confirm that no insolvency or bankruptcy case has been filed against/by us or any of our Affiliates/Parent.

Thanking you,

Dated theday of, 20...

Yours faithfully,

(Name, Designation, Signature
and seal of person authorized
by the Board)

**Annexure to Format – 6.1
Part 1**

Sr. No.	Capacity MW	Location (Code)	Location Description	Name of Substation /Voltage level
1		Loc 1		
2		Loc 2		
3		Loc 3		
4		Loc 4		
5		Loc 5		
6		Loc 6		
7		Loc 7		
8		Loc 8		
(Add rows as required)				
	Total MW capacity of all Generation Plants offered under the bid			

(Signature, Name and Designation
of Authorized Person along with Seal)

Annexure to Format – 6.1
Part 2
Summary of Bidding Capacity & Compliance to RfS

Sl. No.	Generation Plant Location	Offered Capacity in MW (Total Capacity from single location)
1	1MW
2	2MW
<i>do</i>	<i>do</i>MW
	<i>(Insert additional rows as applicable)</i>	
	Total of all Generation Plants offered under the bidMW
	Details of EMD submitted (Amount, Issuing Bank/utility, Validity, Claim Period etc.)	
	Details of cost of RfS Document remitted (Amount, UTR No., Date of transaction etc.)	
	Details of Bid Processing Fee remitted (Amount, UTR No., Date of transaction etc.)	

(Signature, Name and Designation
of Authorized Person along with seal)

FORMAT- 6.2**Format for Power of Attorney
(Applicable only in case of Consortiums)**

(To be provided by each of the other members of the Consortium in favor of the Lead Member)

Power of Attorney

(To be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Know all men by these presents that M/s.....having its registered office atand M/s having its registered office at (Insert names and registered offices of all Members of the Consortium), the Members of Consortium have formed a Bidding Consortium named (Insert name of the Consortium, if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws ofand having its Registered /Head Office atas our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS No. 41/PSPCL/IPC/SOLAR/1000MW/2023/ET-5 dated 29.05.2023.

We also authorize the said Lead Member to undertake the following acts:

- i) To submit on behalf of Consortium Members response to RfS.
- ii) To do any other act or submit any information and document related to the above response to RfS Bid.

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves execution of PPA.

We, as the Member of the Consortium, agree and undertake to ratify and confirm all whatsoever the said Attorney/Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s as the Member of the Consortium have executed these presents on this..... day ofunder the Common Seal of our company.

For and on behalf of Consortium Member M/s.....

----- (Signature of person authorized by the board)

(Name, Designation, Place, Date)

Accepted

(Signature, Name, Designation and Address
of the person authorized by the board of the Lead Member)

Attested

(Signature of the executant)

(Signature & stamp of Notary of the place of execution)

Place: -----

----Date: -----

Note: Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section 2 of the RfS.

FORMAT- 6.3 A**Format for Bank Guarantee against Earnest Money Deposit**

(On non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

Ref. Bank Guarantee No.

Date:

In consideration of the [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for selection of the Project of the cumulative capacity of MW [Insert cumulative Project capacity proposed] for Procurement of up to 1000 MW of Power from Grid- Connected Solar Power Projects for long term basis, in response to the RfS No. 41/PSPCL/IPC/SOLAR/1000MW/2023/ET-5 dated 29.05.2023 and Addendums thereto, if any, issued by O/o SE/IPC, T-8, NRSE & Thermal (D), Shakti Vihar, Punjab State Power Corp. Ltd., Patiala (hereinafter referred to as PSPCL) and PSPCL considering such response to the RfS of[insert the name of the Bidder] as per the terms of the RfS, the[insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to PSPCL at Patiala [insert name and address of the bank branch at Patiala] forthwith on demand in writing from PSPCL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees[Insert amount not less than that derived on the basis of Rs. 4 Lakhs per MW of cumulative capacity proposed, only, on behalf of M/s. [Insert name of the Bidder].

This guarantee shall be valid and binding on this Bank up to and including[insert date of validity in accordance with Section 3.7 of this RfS] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs..... (Rs. Only)

Our Guarantee shall remain in force until..... [Insert date of validity in accordance with Section 3.7 of this RfS]. PSPCL shall be entitled to invoke this Guarantee till..... [Insert date of validity in accordance with Section 3.7 of this RfS].

The Guarantor Bank hereby agrees and acknowledges that the PSPCL shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by PSPCL, made in any format, raised at the above mentioned address of the Guarantor Bank or at a branch located in Patiala, in order to make the said payment to PSPCL.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by... .. [Insert name of the Bidder] and/or any other person. The Guarantor Bank shall not require PSPCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against PSPCL in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Punjab shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and

with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

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 Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly PSPCL 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 PSPCL or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to PSPCL and may be assigned under intimation to us, in whole or in part, (whether absolutely or by way of security) by PSPCL to any entity to whom PSPCL is entitled to assign its rights and obligations under the PPA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. (Rs only) and it shall remain in force until..... [Date to be inserted on the basis of Section 3.7 of this RfS]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if PSPCL serves upon us a written claim or demand.

Signature _____ Name _____ Power of Attorney No. _____

For

[Insert Name of the Bank]

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this.....day of 20....

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Bank Guarantee shall be executed by any Nationalized Bank or Scheduled Commercial Bank in India
3. The Bank Guarantee shall be strictly as per format and any deviation / addition in the text of Bank Guarantee shall make the bidder's bid liable for rejection.
4. Bank details of PSPCL for SFMS Confirmation regarding issuance of BG:

Name of Bank : State Bank of India
Bank Account No. : 40858003086
IFSC Code : SBIN0050012
Email : ao-th-design-pta@pspcl.in

FORMAT- 6.3 B**Format for Performance Bank Guarantee for Solar Power Project**

(On non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

In consideration of the [Insert name of the Successful Bidder] (hereinafter referred to as Successful Bidder) submitting the response to RfS inter alia for selection of the Project of the capacity ofMW, at [Insert name of the place] for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 1000 MW Grid Connected Solar Photovoltaic Projects, in response to the RfS no. 41/PSPCL/IPC/SOLAR/1000MW/2023/ET-5 dated 29.05.2023 and Addendums thereto, if any, issued by Punjab State Power Corp. Ltd. (hereinafter referred to as PSPCL) and PSPCL considering such response to the RfS of[insert the name of the Successful Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Solar Power Project of the Successful Bidder and issuing Letter of Intent No to (Insert Name of Successful Bidder) as per terms of RfS and the same having been accepted by the selected bidders resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from Successful Bidder/M/s {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to PSPCL at Patiala [insert name and address of the Bank Branch at Patiala] forthwith on demand in writing from PSPCL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees..... [Total Value] only, on behalf of M/s [Insert name of the Successful Bidder / SPV]

This guarantee shall be valid and binding on this Bank up to and including..... with claim period up to and includingand shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs..... only.

Our Guarantee shall remain in force until..... (Insert validity date being date upto 6 months from SCOD) and PSPCL shall be entitled to invoke this Guarantee till (claim period upto 7 months from SCOD)

The Guarantor Bank hereby agrees and acknowledges that PSPCL shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by PSPCL, made in any format, raised at the above mentioned address of the Guarantor Bank or at a branch located in Patiala, in order to make the said payment to PSPCL.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by [Insert name of the Successful Bidder / SPV] and/or any other person. The Guarantor Bank shall not require PSPCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against

PSPCL in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Punjab shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

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 Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly PSPCL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the [Insert name of the Successful Bidder / SPV], to make any claim against or any demand on the [Insert name of Successful Bidder / SPV] or to give any notice to the [Insert name of the Successful Bidder / SPV] or to enforce any security held by PSPCL or to exercise, levy or enforce any distress, diligence or other process against the [Insert name of Successful Bidder / SPV].

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to PSPCL and may be assigned under intimation to us, in whole or in part, (whether absolutely or by way of security) by PSPCL to any entity to whom PSPCL is entitled to assign its rights and obligations under the PPA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. (Rs. only) and it shall remain in force until with claim period till

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if PSPCL serves upon us a written claim or demand.

Signature Name..... Power of Attorney No.

For

[Insert Name of the Bank]

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this.....day of 20....

Witness:

1. Signature

Name and Address:

2. Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Bank Guarantee shall be executed by any Nationalized Bank or Scheduled Commercial Bank in India.
3. The Bank Guarantee shall be strictly as per format and any deviation/addition in the text of Bank Guarantee shall make the bidder's bid liable for rejection.
4. Bank details of PSPCL for SFMS Confirmation regarding issuance of BG:

Name of Bank	:	State Bank of India
Bank Account No.	:	40858003086
IFSC Code	:	SBIN0050012
Email	:	ao-th-design-pta@pspcl.in

FORMAT-6.4

Format for Board Resolution

The Board, after discussion, at the duly convened Meeting on (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 or Companies Act 2013, as applicable, passed the following Resolution:

1. **RESOLVED THAT** Mr./Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide RfS No. 41/PSPCL/IPC/SOLAR/1000MW/2023/ET-5 dated 29.05.2023 and Addendums thereto, if any for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 1000 MW grid connected Solar Photovoltaic Projects including signing and submission of all documents and providing information / response to RfS to Punjab State Power Corp. Ltd. (PSPCL), representing us in all matters before PSPCL, and generally dealing with PSPCL in all matters in connection with our bid for the said Project. **(To be provided by the Bidding Company or the Lead Member of the Consortium)**
2. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. **(To be provided by the Bidding Company).**
3. **RESOLVED THAT** the approval of the Board be and is hereby accorded to M/s _____ [bidding company/consortium member(s)] to use the Financial Capability credentials of M/s _____ (Parent/Affiliate) for meeting the Qualification Requirements of PSPCL's RfS No. 41/PSPCL/IPC/SOLAR/1000MW/2023/ET-5 dated 29.05.2023 Further resolved that M/s _____ (Parent/Affiliate) undertakes to contribute required equity funding and performance bank guarantees in case M/s _____ [Bidding Company /consortium member(s)] fails to do so in accordance with the RfS. **(To be provided by the Parent/Affiliate whose financial credentials have been used).**

[Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sr. No. 2, the following resolutions are to be provided]

1. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest (----%) equity [Insert the % equity commitment as specified in Consortium Agreement] in the Project. **(To be provided by each Member of the Bidding Consortium including Lead Member such that total equity is 100%)**
2. **FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to participate in consortium with M/s [Insert the name of other Members in the Consortium] and Mr/Ms....., be and is hereby authorized to execute the Consortium Agreement. **(To be provided by each Member of the Bidding Consortium including**

Lead Member)

3. **FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement datedexecuted by the Consortium as per the provisions of the RfS. [To be passed by the Lead Member of the Bidding Consortium]

Certified true copy

.....
.....

(Signature, Name and stamp of Company Secretary)

Notes:

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
3. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

FORMAT- 6.5

Format for Consortium Agreement

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

This Consortium Agreement (“Agreement”) executed on this day of _____ 20__ between M/s [insert name of Lead Member], a Company incorporated under the laws of..... and having its Registered Office at..... (hereinafter called the “Member-1”, which expression shall include its successors, executors and permitted assigns) and M/s....., a Company incorporated under the laws ofand having its Registered Office at.....(hereinafter called the “Member-2”, which expression shall include its successors, executors and permitted assigns), M/s....., a Company incorporated under the laws of.....and having its Registered Office at.....(hereinafter called the “Member-n”, which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfS execution of Power Purchase Agreement (in case of award), against RfS No. 41/PSPCL/IPC/SOLAR/1000MW/2023/ET-5 dated 29.05.2023 and Addendums thereto, if any, issued by Punjab State Power Corp. Ltd. (PSPCL) a Company incorporated under the Companies Act, 1956 or Companies Act, 2013 as applicable, and having its Registered Office at.....

WHEREAS, each Member individually shall be referred to as the “Member” and all of the Members shall be collectively referred to as the “Members” in this Agreement.

WHEREAS PSPCL desires to purchase power from 1000 MW grid connected Solar Power Projects to be setup anywhere in Punjab through Competitive Bidding Process (followed by reverse e-auction)

WHEREAS, PSPCL had invited response to RfS vide its Request for Selection (RfS) dated 29.05.2023.

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by PSPCL wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s.....), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2,, Member- n and to submit the response to the RfS.
2. The Lead Member is hereby authorized by the Members of the Consortium and

Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.

3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

Name	Percentage
Member 1	---
Member 2	---
Member n	---
Total	100%

We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of (1) one year after commencement of supply of power.

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Successful Bidder achieves Financial Closure in terms of the PPA.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of PSPCL in terms of the RfS.
12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an

integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by PSPCL.

13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.

14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of PSPCL.

15. This Agreement

- a. has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
- b. sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
- c. may not be amended or modified except in writing signed by each of the Members and with prior written consent of PSPCL.

16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and PPA.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s..... [Member 1]

.....

(Signature, Name & Designation of the person authorized vide Board Resolution Dated.....)

Witnesses:

1) Signature.....

Name:..... Address:

2) Signature

Name:..... Address:.....

For M/s..... [Member 2]

.....

(Signature, Name & Designation of the person authorized vide Board Resolution Dated.....)

Witnesses:

1) Signature.....

Name:..... Address:

2) Signature

Name:..... Address:.....

For M/s..... [Member n]

.....

(Signature, Name & Designation of the person authorized vide Board Resolution Dated.....)

Witnesses:

1) Signature.....

Name:..... Address:

2) Signature

Name:..... Address:.....

Signature and stamp of Notary of the place of execution

FORMAT- 6.6
Financial Qualification Requirement
 [On the letter head of the Bidder]

To,

Superintending Engineer/IPC,
 T-8, NRSE & Thermal (D), Shakti Vihar,
 PSPCL, Patiala-147001
 Email: se-ipc@pspcl.in

Sub: Bid for procurement of solar power on long term basis through tariff based competitive bidding process in response to the RfS No. 41/PSPCL/IPC/SOLAR/1000MW/2023/ET-5 dated 29.05.2023

Dear Sir,

We submit our Bid for the total capacity of MW [Insert total offered capacity in MW for Bids from Single/ Multiple generation plants, mention sum total of offered capacity] for which we submit details of our Financial Qualification Requirements.

Generation Plant	Capacity
01	
02	
Total MW

(A) For meeting Qualification Requirement Net-worth (Clause 3.4.4 of RfS)

We certify that the Bidding Company / Member in a Bidding Consortium _____ [Name of Bidding Company or Bidding Consortium] has a minimum Net-worth of Rs. _____ Crore (Rupees _____) based on

Sl. No.	Description	Select any one (whichever is applicable)
1	Audited Annual Accounts of FY 2022-23 OR	Applicable / Not Applicable
2	Audited Annual Accounts of FY 2021-22 OR	Applicable / Not Applicable
3	Net-worth as on day(dd/mm/yyyy) (not more than seven (07) days prior to the due date of bid submission)	Applicable / Not Applicable

* This Net Worth has been calculated in accordance with the instructions provided in Clause 3.4.4 of the RfS.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net worth by Bidding Company and/ or its Parent/ Affiliates as per following details:

Name of Bidding Company	Name of Company / Parent/ Affiliate whose Net Worth is to be considered	Relationship with Bidding Company	Indicate Financial Year OR the day not more than seven (07) days prior to the due date of bid submission	Net worth (Rs. in Crore)
1	2	3	4	5
Company 1				
	Total Net worth			

Note:

1. In cases where the Bidding Company is giving its own net worth only, the bidder has to fill its own company name in column (2), “Self” in column (3) and Net worth in column (5).
2. The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship as on seven (7) days prior to the Bid submission, duly certified by the company secretary/ statutory auditor is required to be attached with the format.

Note: - In case a Bidder offers capacity from more than one generation plant, the Net worth shall be computed and evaluated on the basis of the sum total of the capacities offered by the Bidder.

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately)

- (i) Name of Member : _____
- (ii) Net worth Requirement to be met by Member : _____ Crore
 in Proportion to the Equity Commitment (Equity Commitment (%) * Rs [.....]
 Crore)

For the above calculations, we have considered Net worth by Member in Bidding Consortium and/ or Parent/ Affiliate as per following details:

Name of Consortium Member Company	Name of Company /Parent/Affiliate/ Consortium Member whose Net-worth is to be considered	Relationship with Bidding Company* (Parent/ Affiliate)	Indicate Financial Year OR the day not more than seven (07) days prior to the due date of bid submission	Networth (Rs. In Crore) of the Consortium Member Company	Equity Commitment (in %age) In Bidding Consortium	Committed Net Worth (in Rs. Crore)
1	2	3	4	5	6	7
Company 1						
Company 2						
Total						

Note:

1. In cases where the Consortium Member is giving its own net worth only, the Consortium Member has to fill its own company name in column (2), “Self” in column (3) and Net worth in column (5).
2. The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship as on seven (7) days prior to the Bid submission duly certified by the company secretary/statutory auditor is required to be attached with the format.
3. For the Qualification Requirements, if data is provided by the Bidder Company in foreign currency, equivalent rupees of Net-worth will be calculated as per note (iv) of Clause 3.4.4.

(Signature & Name of the person Authorized
By the Board)

(Signature and Stamp of
Statutory Auditor)

Note: Along with the above format, in a separate sheet, provide details of computation of Net worth duly certified by Statutory Auditor.

(B) For meeting Qualification Requirement Annual Turnover (clause 3.4.5):

We certify that the *Bidding Company / *Member in the Bidding Consortium _____
 [Name of Bidding Company or Bidding Consortium] has an Annual Turnover of Rs. _____
 (Rupees _____) during Financial Year (*Strike out if not applicable).

Note: Financial Year for the purpose of Annual Turnover/PBDIT shall be same as that of Net-worth.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Annual Turnover by Bidding Company and/ or its Parent/ Affiliates as per following details:

Name of Bidding Company	Name of Company / Parent/ Affiliate whose Turnover is to be considered	Relationship with Bidding Company	Annual Turnover (in Rs. Crore) of the Member Company during FY
1	2	3	4
Company 1			
Total			

Note:

- In cases where the Bidding Company is giving its own turnover, the bidder has to fill its own company name in column (2), "Self" in column (3) and turnover in column (4).
- The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship as on seven (7) days prior to the Bid submission, duly certified by the company secretary/ statutory auditor is required to be attached with the format.

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately)

- Name of Member :
- Annual Turnover to be met by Member : Crore
 in Proportion to the Equity Commitment (Equity Commitment (%) * Rs [.....]
 Crore)

For the above calculations, we have considered annual turnover by Member in Bidding Consortium and/ or Parent/ Affiliate as per following details:

Name of Consortium Member Company	Name of Company /Parent/Affiliate/ Consortium Member whose Turnover is to be considered	Relationship with Bidding Company* (Parent/ Affiliate)	Annual Turnover (Rs. In Crore) of the Consortium Member Company during FY	Equity Commitment (in %age) In Bidding Consortium	Committed Annual Turnover (in Rs. Crore)
1	2	3	4	5	6
Company 1					
Company 2					
Total					

Note:

- In cases where the consortium member is giving its own Annual Turnover only, the consortium member has to fill its own company name in column (2), "Self" in column (3) and Annual Turnover in column (4).
- The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship as on seven (7) days prior to the Bid submission duly certified by the company secretary/ statutory auditor is required to be attached with the format.

(C) For meeting Qualification Requirement PBDIT (clause 3.4.5):

We certify that the *Bidding Company / *Member in the Bidding Consortium _____ [Name of Bidding Company or Bidding Consortium] has a **Profit Before Depreciation Interest and Taxes (PBDIT)** of Rs. _____ (Rupees _____ in words) during Financial Year (*Strike out if not applicable).

Note: Financial Year for the purpose of Annual Turnover/PBDIT shall be same as that of Net-worth.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the PBDIT by Bidding Company and/ or its Parent/ Affiliates as per following details:

Name of Bidding Company	Name of Company / Parent/ Affiliate whose PBDIT is to be considered	Relationship with Bidding Company	PBDIT (in Rs. Crore) of the Member Company during FY
1	2	3	4
Company 1			
Total			

Note:

- In cases where the Bidding Company is giving its own PBDIT, the bidder has to fill its own company name in column (2), "Self" in column (3) and PBDIT in column (4).
- The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship as on seven (7) days prior to the Bid submission, duly certified by the company secretary/ statutory auditor is required to be attached with the format.

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately)

- (i) Name of Member : _____
- (ii) PBDIT requirement to be met by Member : _____ Crore
 in Proportion to the Equity Commitment (Equity Commitment (%) * Rs [.....] Crore)

For the above calculations, we have considered PBDIT by Member in Bidding Consortium and/ or Parent/ Affiliate as per following details:

Name of Consortium Member Company	Name of Company /Parent/Affiliate/ Consortium Member whose PBDIT is to be considered	Relationship with Bidding Company* (Parent/ Affiliate)	PBDIT (Rs. In Crore) of the Consortium Member Company during FY _____	Equity Commitment (in %age) In Bidding Consortium	Committed PBDIT (in Rs. Crore)
1	2	3	4	5	6
Company 1					
Company 2					
Total					

Note:

- In cases where the consortium member is giving its own PBDIT, the consortium member has to fill its own company name in column (2), "Self" in column (3) and PBDIT in column (4).
- The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship as on seven (7) days prior to the Bid submission duly certified by the company secretary/ statutory auditor is required to be attached with the format.

(D) For meeting Qualification Requirement Line of Credit (clause 3.4.5):

We certify that the *Bidding Company / *Member in the Bidding Consortium _____ [Name of Bidding Company or Bidding Consortium] has In-principle sanction letter from our lending institutions/banks, committing a Line of Credit for Rs. _____ (Rupees _____ in words) [**insert amount which should be a minimum amount of Rs. 12.5 Lakhs/MW of the quoted capacity**], towards meeting the working capital requirement of the project quoted under this RfS. (*Strike out if not applicable).

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Line of Credit available to the Bidding Company and/ or its Parent/ Affiliates as per following details:

Name of Bidding Company	Name of Company / Parent/ Affiliate to whom sanction letter issued	Relationship with Bidding Company	Line of Credit (in Rs. Crore) available to the Member Company	
1	2	3	4	
				<i>Sanction Letter from lending institutions/ banks enclosed at Annexure..... of this Form.</i>
Company 1				
		Total		

Note:

- In cases where the Line of Credit is in favor of the Bidding Company, the bidder has to fill its own company name in column (2), "Self" in column (3) and Line of Credit in column (4).
- The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship as on seven (7) days prior to the Bid submission, duly certified by the company secretary/ statutory auditor is required to be attached with the format.

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately)

- (i) Name of Member : _____
- (ii) Line of Credit requirement to be met by Member : _____ Crore
 in Proportion to the Equity Commitment (Equity Commitment (%) * Rs [.....] Crore)

For the above calculations, we have considered Line of Credit available to Member in Bidding Consortium and/ or Parent/ Affiliate as per following details:

Name of Consortium/Member Company	Name of Company /Parent/Affiliate/ Consortium Member whose Line of Credit is to be considered	Relationship with Bidding Company* (Parent/ Affiliate)	Line of Credit (Rs. In Crore) available to the Consortium Member Company	Equity Commitment (in %age) In Bidding Consortium	Committed Line of Credit (in Rs. Crore)	
1	2	3	4	5	6	
Company 1						<i>Sanction Letter from lending institutions/ banks enclosed at Annexure..... of this Form.</i>
Company 2						
		Total				

Note:

1. In cases where the Line of Credit is in favor of the consortium member, the consortium member has to fill its own company name in column (2), “Self” in column (3) and Line of Credit in column (4).
2. The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship as on seven (7) days prior to the Bid submission duly certified by the company secretary/ statutory auditor is required to be attached with the format.

(Signature & Name of the person Authorized
By the Board)

(Signature and Stamp of
Statutory Auditor)

Note:

1. Since Bidder is required to meet any one of the requirements mentioned at Clause 3.4.5. Therefore, Bidder may fill either of Sr. No. (B) or (C) or (D) above.
2. Net worth/Turnover/PBDIT/Line of Credit requirement to be met by a Member shall be in proportion to the equity commitment of the Member for the Project Company and in case of the bidder quoting from more than one generation plant, the requirement shall be computed and evaluated on the basis of the sum total of the capacities offered by the Bidder in its Financial Bid.

We are submitting in a separate sheet, details of computation of Net Worth, Annual Turnover & PBDIT duly certified by Statutory Auditor. The detailed sheet is enclosed at Appendix _____. We are enclosing the certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements and Bank statement by bank and other documents in support thereof for confirmation of balance in cash & bank as per the stipulations of RfS as under:

Sr. No.	Document Description	Enclosed at Appendix

(Signature & Name of the person Authorized
By the board)

(Signature and Stamp of
Statutory Auditor)

Date:

Note:

1. Bidders are advised in their own interest to furnish the detailed computation sheet by statutory auditor for determination of Net Worth/Turnover/PBDIT along with supporting documents referred therein as per the requirements of RfS without which no claim for Net worth shall be considered.
2. For the Qualification Requirements, if data is provided by the Bidder Company in foreign currency, equivalent rupees of Net worth will be calculated as per note (iv) of Clause 3.4.4

FORMAT- 6.7
Format for Technical Criteria
[On the letter head of the Bidder]

To,

Superintending Engineer/IPC,
T-8, NRSE & Thermal (D), Shakti Vihar,
PSPCL, Patiala-147001
se-ipc@pspcl.in

Date:

Sub: Bid for procurement of solar power on long term basis through tariff based competitive bidding process in response to the RfS No. 41/PSPCL/IPC/SOLAR/1000MW/2023/ET-5 dated 29.05.2023

Dear Sir,

- A. We hereby undertake to certify in line with clause 3.10 under the title “Financial Closure” that the following details shall be furnished within 12 months from the date of PPA:
1. Evidence of achieving complete tie-up of Project Cost through internal accruals or through external Financing Agency.
 2. Letter from PSPCL confirming technical feasibility for connectivity of the plant to PSPCL/PSTCL substation at the indicated location.
 3. Evidence of fulfillment of requisite technical criteria as per Annexure -A of RfS document or in accordance with MNRE’s Approved Models and Manufacturers of Solar PV Modules (Requirements for Compulsory Registration) Order, 2019 as amended from time to time, whichever is applicable. Evidence such as notarized copies of un-priced purchase orders / agreements entered into, for supply of plants and equipment for the project(s).
 4. Location of the Project.
- B. Evidence of clear possession of the required land for the project(s) along with following documentary evidence: -
1. Title of land through sale deed or lease hold rights to establish possession/right to use 100% of the required land for the project in the name of the Project Developer for a period not less than the complete term of PPA, on or before the Scheduled Commissioning Date. In case leasing of private land is involved, the lease should allow transfer of land lease rights to the lenders or Beneficiary(ies), in case of default of the Project Developer.
 2. Certificate by the concerned and competent revenue / registration authority for the acquisition / ownership/ vesting of the land in the name of the Project Developer.
 3. Sworn in Affidavit from the authorized person of the developer listing the details of the land and certifying total land acquired for the project under clear possession of the Project Developer.
 4. A certified English translation from an approved translator in case above land documents are in other than English Languages.
- C. We further confirm that the technology proposed to be used by us for Solar Power Project(s) is commercially established and operational technology.
- D. We understand and confirm that failure or delay on our part in achieving the Financial Closure as per RfS documents shall constitute sufficient grounds for actions by PSPCL as per the stipulations of RfS documents including but not limited to encashment of our Performance Guarantee without giving any notice or intimation.

(Signature & Name of the person Authorized by the Board with seal)

FORMAT- 6.8**Format for Disclosure**

[On Stamp Paper of appropriate value as per Stamp Act relevant to place of execution, duly notarized]

Disclosure**To,**

Superintending Engineer/IPC,
T-8, NRSE & Thermal (D), Shakti Vihar,
PSPCL, Patiala-147001
se-ipc@pspcl.in

Date:

Sub: Response to Bid for procurement of solar power on long term basis through tariff based competitive bidding process in response to the RfS No. 41/PSPCL/IPC/SOLAR/1000MW/2023/ET-5 dated 29.05.2023

Dear Sir,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. 41/PSPCL/IPC/SOLAR/1000MW/2023/ET-5 dated 29.05.2023 and Addendums thereto, if any and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further undertake that we / our Parent or Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not willful defaulter to any lender and there is no major litigation pending or threatened against us or any of our Affiliates which are of a nature that could cast a doubt on our ability or sustainability to undertake the Project.

We further declare that we have read the provisions of Clause 3.4.6 and 3.18 of the RfS, and are complying with the requirements as per the referred Office Memorandum issued by Department of Expenditure, Ministry of Finance, vide No. 6/18/2019-PPD dated 23.07.2020, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, PSPCL shall take appropriate action as deemed necessary.

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to RfS will be rejected and if LOI has been issued or PPA has been signed, the same will be cancelled and the guarantees will be encashed and recoveries will be effected for the payments done.

Dated.....

Yours faithfully,

(Name, Designation, Seal and
Signature of Authorized Person in
Board Resolution)

(Insert name and address of
Bidding Company/ Lead Member
of Consortium)

Tel. #:

E-mail address#

Annexure to Format 6.8
Declaration
Restriction on Procurement from Certain Countries

(To be submitted on the Letter Head of the Bidding Company/Each Member of Consortium)

Office Memorandum issued by Department of Expenditure, Ministry of Finance, Govt. of India,
vide No. 6/18/2019-PPD dated 23.07.2020

Ref. No.: 41/PSPCL/IPC/SOLAR/1000MW/2023/ET-5 dated 29.05.2023

To

Superintending Engineer/IPC,
T-8, NRSE & Thermal (D), Shakti Vihar,
PSPCL, Patiala-147001
se-ipc@pspcl.in

Date:

Sub: Response to Bid for procurement of solar power on long term basis through tariff based competitive bidding process in response to the RfS No. 41/PSPCL/IPC/SOLAR/1000MW/2023/ET-5 dated 29.05.2023.

Dear Sir,

This is with reference to attached office memorandum order no. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, Ministry of Finance, Govt. of India. We are hereby submitting the following declaration:

Declaration

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to the tender will be rejected.

Thanking you,

Dated

Yours faithfully,

Encl:

1. Office Memorandum issued by
Department of Expenditure, Ministry of Finance,
Govt. of India, vide No. 6/18/2019-PPD dated 23.07.2020,
as referred above.
2. Evidence of valid registration by the Competent Authority,
where applicable.

(Name, Designation, Seal and
Signature of Authorized Person in
Board Resolution)

(Insert name and address of Bidding
Company/ Lead Member of
Consortium)

Tel. #:
E-mail address#

FORMAT- 6.9
No Deviation Certificate

[On Stamp Paper of appropriate value as per Stamp Act relevant to place of execution, duly notarized]

To

Superintending Engineer/Investment Promotion Cell
Punjab State Power Corp. Ltd.
NRSE & Thermal (D), T-8,
Shakti Vihar, PSPCL, Patiala-147001
Tel: +91 9646123210,
Email: se-ipc@pspcl.in

Sub: RfS for long term procurement of power through tariff based competitive bidding from Solar PV plants established/to be established anywhere in Punjab - No Deviation Certificate –reg.

Ref: 41/PSPCL/IPC/SOLAR/1000MW/2023/ET-5 dated 29.05.2023

Dear Sir/Madam,

With reference to above, this is to confirm that, we have read and understood the provisions of RfS document along with its subsequent Amendment(s) /Clarification(s)/Corrigenda and further confirm that our Bids (i.e., both Technical Bid and Financial Bid) are strictly in conformity with the provisions of the RfS Document including its Amendments /Clarifications/Corrigenda thereof and we have not taken any deviation from RfS & PPA clauses. We agree to all the terms and conditions of the RfS and RfS Documents and its corrigenda, if any. We hereby convey our unqualified acceptance to the terms and conditions as stipulated in the RfS and its corrigenda, if any & PPA.

We confirm that in the event of observance of any deviation/variation/additional conditions to the provisions of RfS Document read with its Amendment(s)/Clarification(s)/ Corrigenda in any part of our offer at a later date, whether implicit or explicit, the deviations shall stand null and void without any cost implication whatsoever to the PSPCL, failing which the EMD be forfeited.

Further, we agree that the entire work for development of Solar Power Project(s) shall be performed as per the provisions of RfS document including Technical Requirements as per Annexure-A.

We hereby confirm that our Technical Bid does not contain any Financial/Price content entry. However, if anything is contained, we shall be solely responsible for any implication. Further, we confirm that our Financial Bid does not contain any matter in respect of Technical and / or Commercial aspects other than the details specifically sought in the Financial Bid.

Thanking you,

Yours faithfully,

Place:

Date:

(Name, Designation, Seal and
Signature of Authorized Person in
Board Resolution)

FORMAT-6.10**Format for Clarifications/Amendments on the RfS / RfS Documents****(To be prepared in .xls format)**

RfS No. 41/PSPCL/IPC/SOLAR/1000MW/2023/ET-5 dated 29.05.2023

Sr. No.	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment

This format shall be used for submission of request for clarifications / amendments on the draft RfS Documents as per the provisions of this RfS.

(Name, Designation, Signature and Seal of the person Authorized By the board)

Note: It is to be prepared and forwarded in .xls format also.

FORMAT- 6.11
Financial Proposal Covering Letter

(The Covering Letter should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

To,

[Date and Reference]

Superintending Engineer/IPC
T-8, NRSE & Thermal (D),
Shakti Vihar, PSPCL, Patiala-147001

Sub: Response to RfS No. 41/PSPCL/IPC/SOLAR/1000MW/2023/ET-5 dated 29.05.2023 for purchase of power through Competitive Bidding Process (followed by reverse e- auction) from 1000 MW Grid connected Solar Photovoltaic Projects located anywhere in Punjab.

Dear Sir,

I/ We, *(Insert Name of the Bidder)* enclose herewith (in the Financial Electronic Form on ETS Portal) the Financial Proposal for Selection of my/our firm for a cumulative capacity of _____ MW in Punjab as Bidder for above.

I/ We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from the due date of submission of the response to RfS or any such further period as may be mutually agreed upon.

(Authorized Signatory and Seal)

Name:

Designation:

Note:

1. There can be only one tariff. If the bidder quotes two tariffs, then the bid shall be considered as non-responsive.
2. The Financial Bid is to be uploaded in the e bidding portal of ISN-ETS and no hard copy of the same is to be sent to this office.
3. If the bidder submits the financial bid in the Electronic Form at <https://www.bharat-electronictender.com> not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.
4. Tariff shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be considered as non-responsive and summarily rejected.
5. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
6. The tariff should be mentioned up to two places of decimal only and shall be less than Rs. 2.75/KWh.
7. The Financial bid is not to be mentioned anywhere other than the Electronic Form and only the financial bid mentioned in the Electronic form will be considered for further evaluation.

Annexure – A

Technical Parameter of PV Module and various other components for use in Grid Connected Solar Power Plants

All components of the PV plant shall be in accordance with technical specifications given in relevant IEC/equivalent Standards. The design and commissioning also shall be as per latest IEC/equivalent standards. The following are some of the technical measures required to ensure quality of the major components used in grid connected solar power Projects.

1. PV Module Qualification

The PV modules used in the grid connected solar power Projects must qualify to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards.

Crystalline Silicon Solar Cell Modules	IEC 61215
Thin Film Modules	IEC 61646
Concentrator PV modules	IEC 62108

In addition, PV modules must qualify to IEC 61730 for safety qualification testing at 1000 VDC or higher. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.

2. Power Conditioners/ Inverters

The Power Conditioners/Inverters of the SPV power plants must conform to the latest edition of IEC/ equivalent BIS Standards as specified below:

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electromagnetic Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4 & other relevant parts of IEC 61000
Electrical Safety	IEC 62103/ IEC 62109-1&2
Protection against Islanding of Grid / Anti-Islanding Protection	IEEE 1547/IEC 62116/UL 1741 or equivalent EN/BIS Standard
LVRT Compliance	As per the latest PSERC/CERC Guidelines/Orders/Regulations
Grid Connectivity	Relevant PSERC/CERC Regulations (including LVRT compliance) and Grid Code as amended and revised from time to time.
Rated capacity	Nominal/Rated output power of the inverter (if different power ratings are mentioned at different temperatures, then power rating at 50 ⁰ C shall be considered) in KW will be considered as inverter rated capacity.

3. Cables and connectors:

All cables and connectors for used for installation of solar field must be of solar grade which can withstand harsh environment conditions for 25 years from the SCOD of the project

and voltages as per latest IEC standards. (Note: IEC Standard for DC cables for PV systems is under development. It is recommended that in the interim, the Cables of 600-1800 Volts DC for outdoor installations should comply with the EN50618/ TUV 2pfg 1169/08/07 or equivalent IS for service life expectancy of 25 years).

4. Other Sub-systems/ Components

Other subsystems/components used in the SPV power plants (Cables, Connectors, Junction Boxes, Surge Protection Devices, etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance.

5. Authorized Test Centers

The PV modules / Power Conditioners deployed in the power plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centers in India. In case of module types like Thin Film and CPV/ equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member body accredited Labs abroad will be acceptable.

6. Warranty

PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years from the SCOD of the project.

7. Identification and Traceability

Each PV module used in any solar power Project must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions):

- a. Name of the manufacturer of PV Module
- b. Name of the Manufacturer of Solar cells
- c. Month and year of the manufacture (separately for solar cells and module)
- d. Country of origin (separately for solar cells and module)
- e. I-V curve for the module at Standard Test Condition (1000 W/m^2 , AM 1.5, 25°C)
- f. Wattage, I_m , V_m and FF for the module
- g. Unique Serial No. and Model No. of the module
- h. Date and year of obtaining IEC PV module qualification certificate
- i. Name of the test lab issuing IEC certificate
- j. Other relevant information on traceability of solar cells and module as per ISO 9000

Site owners would be required to maintain accessibility to the list of Module IDs along with the above parametric data for each module.

8. Performance Monitoring:

All grid solar PV power projects must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to PSPCL/MNRE /RLDC/Punjab SLDC on line and/or through a report on regular basis every month for the entire duration of PPA. In this regard they shall mandatorily also grant access to RLDC/MNRE /Punjab SLDC to

the remote monitoring portal of the power plants on a 24X7 basis as per applicable regulations. All expenses for connectivity, integration, mapping of solar data with RLDC/Punjab SLDC including equipment shall be borne by the Successful Bidder.

9. Safe Disposal of Solar PV Modules:

The Bidder will ensure that all Solar PV modules from their plant after their ‘end of life’ (When they become defective/ non-operational/ non-repairable) are disposed of in accordance with the “e-waste (Management and Handling) Rules, 2011” notified by the Government and as revised and amended from time to time.

Note: In addition to above, the IEC/BIS Standards etc. for the different components installed under the project shall be as applicable under relevant/latest guidelines.

Annexure – B
Check List for Financial Closure
(To be signed by the Authorized signatory of the SPD)

RfS No. 41/PSPCL/IPC/SOLAR/1000MW/2023/ET-5 dated 29.05.2023

Last Date for submission of documents related to Financial Closure: _____

(12 months from Effective Date of PPA)

Project Company Name :

Project ID :

LOA No. :

Effective Date of PPA :

Scheduled Commissioning Date :

Financial Closure Details (Refer Clause 3.10 of the RfS, Clause 3.1 of PPA)

Financing Arrangements (Including certificates from all financial institutions)	
Technology	
Location of the projects	
Technical Feasibility of Connectivity to S/s	

Note:

- (i) Documents related to tie up through Bank/ Financial Institutions/ Internal Resources to be enclosed as Annexure-I.
- (ii) Copy of Final Detailed Project Report (DPR) including Project configuration is to be enclosed as Annexure – II.
- (iii) Evidence that the requisite technical criteria has been fulfilled, un-priced copies of orders placed / agreements entered into for supply of plants and equipment for the project/ copy of EPC Contract specifying the requirement (to be enclosed as Annexure-III)
- (iv) Certificate that technical specifications and directives given in Annexure-A of the RfS will be adhered to (to be enclosed as Annexure-III A)
- (v) Letter from PSPCL confirming technical feasibility of connectivity of the plant to the PSPCL/PSTCL substation at the indicated location (to be enclosed as Annexure-IV).
- (vi) Latest Shareholding Pattern of the Project Company certified by Chartered Accountant (to be enclosed as Annexure V).
- (vii) The above checklist is to facilitate financial closure of projects. For any interpretation the respective provision of RfS / PPA shall prevail.

Annexure – C
Check List for Submission of Bids

Sr. No.	Document
1	Covering Letter as per Format 6.1.
2	Power of Attorney as per Format 6.2.
3	Earnest Money Deposit (EMD) as Bank Guarantee in the form as per Format 6.3 A.
4	Board Resolutions, as per Format 6.4
5	Consortium Agreement as per Format 6.5
6	Financial Qualification Requirement as per Format 6.6
7	Technical Criteria as per Format 6.7
8	Letter for Disclosure as per Format 6.8
9	No Deviation Certificate as per Format 6.9
10	Attachments
(i)	Memorandum of Association (MoA), Articles of Association (AoA) of the Bidding Company/SPV/ all member companies of Bidding Consortium.
(ii)	Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.
(iii)	A certificate of shareholding of the Bidding Company, its Parent and Ultimate Parent (if any), duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 30 days prior to the last date of bid submission.
(iv)	Documents containing information about the Promoters and their shareholding in the Company (as on a date within 30 days prior to the last date of bid submission) indicating the controlling shareholding.
(v)	Certified copies of annual audited accounts from Statutory Auditor
(vi)	Certificate from Statutory Auditor, certifying the Net-worth of the bidder per MW of quoted capacity, annual turnover and PBDIT certificate (as applicable) along with details of Computation.
(vii)	Certificate of Registration for GST
(viii)	Scanned copy of the PAN card of the bidder.
(ix)	Documentary evidence to establish the relationship with Parent/Affiliate (if applicable)
11	Any other document the bidder is required to upload as per the requirements in the RfS or to meet the eligibility criteria.

Note: The above checklist is indicative only. The bidder shall be required to submit all requisite documents as per provisions of the RfS. Ensure to submit the annexures to various formats as per RfS provisions.

Annexure – D
Check list for Bank Guarantees

Sr. No.	Details of Checks	Yes/No
1.	Is the BG on non-judicial Stamp paper of appropriate value as per applicable law relevant to place of execution.	
2.	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued).	
3.	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?	
4.	Is each page of BG duly signed / initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
5.	Do the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
6.	Are the factual details such as Bid Document No./Specification No./LOI No. (if applicable)/Amount of BG and Validity of BG correctly mentioned in the BG?	
7.	Whether overwriting/cutting, if any, on the BG have been properly authenticated under signature & seal of executant?	
8.	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
9.	Whether Name and Address of the Bank Branch at Patiala has been mentioned in the BG?	
10.	Whether Email ID of the issuing branch has been specified in the BG?	

Annexure – E

Special Instructions to Bidders for e-Tendering and e-Reverse Auction

General

The Special Instructions for e-Tendering are given in these Tender Documents. Submission of Online Bids is mandatory for this Tender. Tender specification can only be downloaded from <https://www.bharat-electronictender.com> and no hard copy of the same will be issued by this office.

Tender Bidding Methodology:

Sealed Bid System: *Single Stage Two Envelope*

Auction: *The sealed bid system would be followed by an ‘e-Reverse Auction’*

Broad Outline of Activities from Bidder’s Perspective:

1. Procure a Class-III Digital Signing Certificate (DSC)
2. Register on ElectronicTender System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to an MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading ‘Free Copy of Tender Documents’. To participate in a tender, it is mandatory to procure official copy of Tender Documents by payment of cost of RfS Document as per details given in RFS document.
7. Clarification to Tender Documents on ETS
 - Query to *Punjab State Power Corporation Ltd (PSPCL)* (Optional)
 - View response to queries posted by *Punjab State Power Corporation Ltd (PSPCL)*
8. Bid-Submission on ETS
9. Post-TOE Clarification on ETS (Optional)
 - Respond to *Punjab State Power Corporation Ltd (PSPCL)* Post-TOE queries
10. Participate in e-Reverse Auction on ETS (Only for Responsive bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are **supplemented with more detailed guidelines on the relevant screens of the ETS.**

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class-III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Note: In specific tenders, typically floated by a Buyer Organization/ Auctioneer registered outside India, DCs other than those under the jurisdiction of CCA of India may also be allowed. The Bidder is advised to check from the RFP and/ or the concerned Buyer Organization/ Auctioneer.

Registration

To use the ElectronicTender® portal <https://www.bharat-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the ‘Supplier Organization’ link under ‘Registration’ (on the Home Page), and follow further instructions as given on the site, and special instruction given in the RFP in this regard. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact ISN-ETS/ ETS Helpdesk (as given below), to get your registration accepted/activated.

Important Note: To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under ‘ETS User-Guidance Center’ located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to ‘Essential Computer Security Settings for Use of ETS’ and ‘Important Functionality Checks’ should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

ISN-ETS/ ETS Helpdesk	
Telephone/ Mobile	<i>Customer Support: +91-124 - 4229071, 4229072</i> [Between 9:00 am to 6:00 pm IST on all working days]
E-mail ID	support@isn-ets.com

Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in ElectronicTender's software. Specifically, for Bid Submission some security related aspects are outlined below:

As part of the ElectronicEncrypter[®] functionality, the contents of both the ‘ElectronicForms[®]’ and the ‘Main-Bid’ are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a ‘password’, a Pass-Phrase can be a multi-word sentence with spaces between words (eg I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. A Bidder using ETS need not take the risk of trying to submit his bid near the ‘Last Date and Time of Receipt of Bids’, and can comfortably do so well in advance.

CAUTION: All bidders must fill ElectronicForms[®] for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms[®] and the corresponding Main-Bid. **If variation is noted between the information contained in the ElectronicForms[®] and the ‘Main-Bid’, the contents of the ElectronicForms[®] shall prevail.** Alternatively, the Buyer organization reserves the right to take the final decision in such a scenario and that shall be binding to all.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

Sharing of Pass-Phrase by Bidders to PSPCL:

The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to Punjab State Power Corporation Ltd (PSPCL) on letter head of the Bidder clearly mentioning the RfS No. and Technical/Financial Bid in a two sealed envelopes (separately sealed for technical and financial bid-part) before the start date and time of the Tender Opening Event (TOE).

Important: Failure to submit correct pass-phrases will lead to disqualification of the bidder.

Some Bidding related Information for this Tender (e-Reverse Auction)

e-Reverse Auction would be conducted after the opening of the Prequalification/ Financial-Part.

The following would be parameters for e-Reverse Auction:

S#	Parameter	Value
1	Date and Time of Reverse-Auction Bidding Event	Will be intimated to the responsive bidders later.
2	Duration of Reverse-Auction Bidding Event	60 Minutes
3	Automatic extension of the 'Reverse-Auction Closing Time', if last bid received is within a 'Pre-defined Time-Duration' before the 'Reverse-Auction Closing Time'. Such auto extension shall be effected if by way of reduction in quoted price, a Bidder causes a change in the list of awardees which are in the bucket at that point.	Yes
3.1	Pre-defined Time-Duration	10 Minutes
3.2	Automatic extension Time-Duration	10 Minutes
3.2	Maximum number of Auto-Extension	'n'(Unlimited) Automatic Extensions subject to point no.3 of this table.
4	Criteria of Bid-Acceptance	A bidder can go on 'Decreasing' his own bid value without taking into cognizance the Starting Price' or 'Rank-1' bid
5	Entity – Start-Price	L1 bid value of the Financial Bid
5.1	Individual Start Price	Each bidder will be assigned an individual start price (as per their bid submitted in the ElectronicForm of financial bid)
6	Minimum Bid-Decrement	Rs.0.01 (1 paise)

Other Instructions:

For further instructions, the vendor should visit the home-page of the portal <https://www.bharat-electronictender.com>, and go to the **User-Guidance Center**

The help information provided through 'ETS User-Guidance Center' is available in the following categories – Users intending to Register / First-Time Users and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the categories.

Important Note: It is strongly recommended that all authorized users of Bidders should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically, for Supplier organizations, the following '**SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class-III, well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [i.e. a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system. Note: Details of the payment of cost of Official copy of RFS document shall be submitted as per 'Annexure to Format – 6.1 -- Part 2'
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)

Note: Bid-submission in ETS can consist of submission of multiple bid-components, which vary depending upon the situation and requirements of the Buyer. Successful receipt of a bid in an e-tendering scenario takes place if all the required bid-components are successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding. ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS.

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
7. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

Additional DO'S AND DON'TS FOR BIDDERS Participating in e-ReverseAuction

1. Get your organization's concerned executives trained for e-Reverse Auction related processes on ETS well in advance of the start of e-Reverse Auction.
2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (i.e. its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the 'rules and related criterion' for the e-Reverse Auction as defined by the Buyer organization.
4. Pay the applicable Portal Bid Processing Fee (Rs.15,000/- plus GST) well in advance of the start of e-Reverse Auction bidding event.
5. During an e-auction, it is recommended that a bidder submits a bid well before the scheduled time of 'Date and Time of Closure of Reverse-Auction'. Submission of a bid near the closing time of an auction may result in failure due to any of the various factors at that instant, such as – slow internet speed at the bidder's end, slow running of computer at bidder's end, nervousness of the bidder in the last few seconds, etc. This could lead to delay in submission of data from the bidder's computer to the server. Even if the delay is of a fraction of second after the scheduled closing time, it will result in failure of bid submission. Further, please note that a bid can be submitted even if the bidding-page has not been refreshed manually or otherwise depending on the conditions of the e-auction.

Note: Successful receipt of Bid in an e-auction scenario takes place if the bid is successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding. ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS.

6. It is important to digitally-sign your 'Final bid' after the end of e-Reverse Auction bidding event.

Minimum Requirements at Bidder's End

Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity

Microsoft Internet Explorer 7.0 or above, or Edge with Internet Explorer mode

Digital Certificate(s)

Vendors Training Program

One day online training (10:00 to 17:00) is provided by ISN-ETS. Training is optional.

In case, any bidder is interested, he may send a request to support@isn-ets.com

Vendors are requested to arrange their own Laptop, Digital Certificate and Wireless Connectivity to Internet.

Vendors Training Charges (Per Participant)	Rs. 5,000/- (plus GST @ 18.00 %)
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Annexure -F

Terms & Conditions of Reverse Auction

After opening of financial bids and qualification of bidders based on the tariff, PSPCL shall resort to “REVERSE AUCTION PROCEDURE”. Reverse Auction shall be conducted as per methodology specified in Section- 4 and other provisions of Reverse Auction in RfS Documents and their subsequent Addenda / Corrigenda / Amendments / Clarifications. Bidders in their own interest are advised to go through the documents in entirety. The Terms & Conditions mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

8. Bidders shall ensure online submission of their ‘Bid Price’ within the auction period. Online Reverse Auction shall be conducted by PSPCL online on scheduled time, as mentioned in the RfS document. The bidders shall be quoting/ participating from their respective locations. Internet connectivity shall have to be ensured by bidders themselves. The Bidders are also required to acquaint themselves with other terms and conditions provided on the E-bidding Portal.
9. During the Reverse Auction, any requests for extension of time will not be considered by PSPCL. Bidders are therefore requested to make all the necessary arrangements/ alternatives whatever required so that they are able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. PSPCL shall not be responsible for such eventualities.
10. The Bidders are advised to ensure that they are fully trained and aware of the manner in which the E-bidding Portal operates and also clarify all their doubts regarding issues such as refreshing of screen.
4. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the rules enumerated in the RfS document or intimated later on, for compliance.
5. If the Bidder or any of his representatives are found to be involved in Price manipulation/cartel formation of any kind, directly or indirectly by communicating with other bidders, such bids would be considered non-responsive and would be rejected by PSPCL.
6. PSPCL reserves the right to cancel/reschedule/extend the Reverse Auction process/ tender at any time, without assigning any reason.
7. The Bidder shall not divulge either his Bids or any other exclusive details of PSPCL to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
 - a) Although extension time is ‘10’ minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute posting of the Financial Bid during reverse auction.
 - b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of PSPCL, bid process, bid technology, bid documentation and bid details.
 - c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.

- d) Technical and other non-commercial queries can only be routed to the PSPCL contact personnel indicated in the RfS document.
- e) Order finalization and post order activities such as issuance of LOI, signing of PPA etc. would be transacted directly between successful bidder(s) and PSPCL.
- f) PSPCL will not be responsible for any PC configuration/Java related issues, software/hardware related issues, telephone line glitches and breakdown/slow speed in internet connection of PC at Bidder's end.
- g) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/Internet/Java related issues and Bidder may lose the chance of participation in the auction. No queries shall be entertained while Reverse Auction is in progress.
- h) PSPCL shall not have any liability to bidders for any interruption or delay in access to the auction website irrespective of the cause. In such cases, the decision of PSPCL shall be binding on the bidders.

Annexure –G
List of Substations
List of 220/400 KV Substations of PSTCL

Substation	Maximum power that can be injected (MW)	Injection voltage level
Bathinda Circle		
400 kV Muktsar	500	400 kV
400 kV Behman Jassa Singh	500	400 kV
220 kV Moga (Singhawala)	400	220 kV
220 kV Sri Mukatsar Sahib	200	220 kV
220 kV Sandhwan	300	220 kV
220 kV Barnala	300	220 kV
220 kV Kotkaror	150	220 kV
220 kV Botianwala	220	220 kV
Amritsar Circle		
220 kV Sarna	250	220 kV
132 kV Gurdaspur	200	220 kV**
220 kV Udhoke	200	220 kV
220 kV Wadala Garanthian	200	220 kV
220 kV Fatehgarh Churiyan	200	220 kV
220 kV Majitha	200	220 kV
220 kV Rashiana	300	220 kV
220 kV Patti	100	220 kV
220 kV Algon Kothi	300	220 kV
Ludhiana Circle		
400 kV Makhu	500	400 kV
220 kV Ajitwal	250	220 kV
220 kV Badhni Kalan	250	220 kV
220 kV Ladowal	200	220 kV
220 kV Humbran	150	220 kV
220 kV Bhari	150	220 kV
220 kV Ghulal	100	220 kV
Jalandhar Circle		
220 kV Badshahpur	150	220 kV
220 kV Jamsher	150	220 kV
220 kV Mahilpur	100	220 kV
220 kV Hoshiarpur	150	220 kV
220 kV Rehana Jattan	140	220 kV
220 kV Banga	200	220 kV
220 kV Alawalpur	150	220 kV
220 kV Dasuya	100	220 kV
Patiala Circle		
220 kV Rajla	140	220 kV
220 kV Dhuri	250	220 kV
220 kV Sandaur	250	220 kV
220 kV Majra	150	220 kV

** After Upgradation of 132 KV Gurdaspur to 220 KV

List of 66 KV Substations of PSPCL

SN	Mother Substation (220 KV)	Name of Substation (66 KV)	Maximum Solar Power that can be injected at 66 KV (in MW)
West Zone			
1	220 kV MANSA	JOGA	25
2	220 kV MANSA	DHALEWAN	20
3	220 kv Ajitwal	66 KV Vehniwal	15
4	220 KV Dharamkot	66 KV Amiwala	10
5	220 KV Dharamkot	66 KV Fatehgarh Panjtoor T-Off Masitan	30
6	220 KV Dharamkot	66 KV Janer T-Off Chugga + Fatehgarh korotana	10
7	132 KV Moga	66 KV Dala T-OFF Ramuwala	20
8	220 KV Himmatpura	66 KV Bilaspur	20
9	220 KV Himmatpura	66 KV Dina Sahib	25
10	220 KV Bhaga Purana	66 KV Natuwala T-Off Gajjan wala	20
11	220 KV Bhaga Purana	66 KV Samalsar	20
12	220 KV Mastewala	66 KV Makhu	15
13	220 KV Mastewala	66 KV Kamalgarh	10
14	220 KV Kot Karor	66 KV Mudki	10
15	220 KV Botian wala	66 KV Thatha Sahib	25
16	132 KV Ferozshah	66 KV khosa dal singh T OFF 66 KV Karmuwala	20
17	132 KV Ferozshah	66 KV Chugattewal	10
18	220 KV Ferozpur Cantt	66 KV Zira Gate	20
19	220 KV Ferozpur Cantt to 66 KV Jhok Harihar	66 KV FCI	15
20	220 KV Sadiq	66 KV Mamdot T-OFF Rau k Hathad	30
21	220KV Sadhwan	66 KV Faridkot T-OFF Baba Farid	15
22	132 KV Malout	66 KV Malout	10
23	220 KV Ghubaya	66 KV Dhandi Qudem	15
24	220 KV Ghubaya-66 KV Ladhuka	66 KV Rana	10
25	220 KV Ghubaya	66 KV Noore-ke	20
26	220 KV Ghubaya	66 KV Jevan Arain	10
27	220 KV Sadiq	66 KV Sukhan wala	10
28	220 kV GHTP	66 KV Phul	15
29	220 kV GHTP to 66 KV Phul	66 KV Jethuke	15
30	220 kV GHTP	66 KV Bhai Rupa	20
31	220 kV GHTP	66 KV NATHANA	20
32	220 kV GNDTP	66 KV Malout Road	15
33	220 kV GNDTP to 66 KV Malout Road	66 KV Paras Ram Nagar 1	10
34	220 kV GNDTP to 66 KV Malout Road	66 KV Dan Singh Wala	15
35	220 kV GNDTP to 66 KV Malout Road	66 KV Sangat	7
36	220kV Baja Khana	66 KV Bargari	15
37	220 kV Baja Khana	66 KV Jeeda	10
38	220 kV Baja Khana	66 KV Jaito	20
39	220 kV Baja Khana	66 KV Bhagta	20

South Zone			
1	220kV S/S Patran	66 KV Raidharana	25
2	220kV S/S Kakrala	66 KV Ghagga	30
3	220kV S/S Patran	66 KV Shutrana	30
4	220kV S/S Bangan	66 KV Bhutal Kalan	20
5	220kV S/S Bangan	66 KV Mandvi	35
6	220 KV Bangan to 66 KV S/S Bhutal Kalan	66 KV Khandebad	10
7	220kV S/S Kakrala	66 KV Dyalgarh	20
8	220kV S/S Kakrala	66 KV Kularan	20
9	220kV S/S Kakrala	66 KV Badshahpur	20
10	220kV S/S Kakrala	66 KV Joramajra	20
11	220kV S/S Rajla	66 KV Samana	30
12	220 KV Chhajli to 66 KV S/S Lehragaga	66 KV Gidhriani	10
13	220 KV Chhajli to 66 KV S/S Chajjli	66 KV Sekhuwas	10
14	220 KV Dhanaula	66 KV Kattu	20
15	220 KV Dhanaula	66 KV Ashpal Kalan	30
16	220 KV Handiaya	66 KV Tapa	30
17	220 KV Handiaya	66 KV Barnala	40
18	220 KV Handiaya	66 KV Karamgarh	20
19	220 KV Handiaya	66 KV Dhaula	20
20	220 KV Handiaya	66 KV Cheema	10
21	220 KV Handiaya	66 KV -Bhadaur	40
22	220 KV Himatpura	66 KV Tallewal	20
23	220 KV Mehal Kalan	66 KV Thuliwal	30
24	220 KV Mehal Kalan	66 KV Thikriwal	30
25	220 KV Mehal Kalan	66 KV Chananwal	10
26	220 KV Mehal Kalan	66 KV Dasaundha Singh wala	10
27	220 KV Kaheru	66 KV Rangian	30
28	220 KV Kaheru	66 KV Katron	30
29	220 KV Sandour	66 KV Kuthala	20
30	220 KV Kaheru	66 KV Benra	30
31	220 KV Kaheru	66 KV Kanjla	20
32	220 KV Kaheru	66 KV Bhasaur	10
33	220 KV Malerkotla	66 KV Malerkotla	20
34	220 KV Malerkotla	66 KV Lasso	20
35	220 KV Malerkotla	66 KV Kupkalan	30
36	220 KV Malerkotla	66 KV Amargarh	30
37	220KV Sunam	66 KV Cheema	30
38	220 KV Chajjli to 66 KV Chajjli	66 KV Chathe Nanhere	10
39	220KV Sunam	66 KV Longowal	30
40	220KV Sunam	66 KV Mangwal	30
41	220KV Sunam	66 KV Sunam	40
42	220 KV Sunam to 66 KV Sunam	66 KV Nagra	30
43	220 KV Sunam to 66 KV Sunam	66 KV Sular	20
44	220 KV Sunam	66 KV Bakhshiwala	10
45	220KV Nabha	66 KV Bharo	10
46	220KV Nabha	66 KV Gurditpura	20
47	220KV Nabha	66 KV Samundgarh	20
48	220KV Nabha	66 KV Old Nabha	40

49	220KV Nabha	66 KV Bakhopeer	20
50	220 KV BBMB Sangrur	66 KV Bhalwan	20
51	220 KV Bhawanigarh	66 KV Nadampur	6
52	220 KV Bhawanigarh	66 KV Kapiyal	10
53	220KV Dhanaula	66 KV Dhadrian	25
54	220KV Dhanaula	66 KV Badrukha	30
55	220 KV Ghulal	66 KV Khamano	20
56	132 KV Anandpur Sahib	66 KV Noorpurbedi	20
57	220 KV Kharar	66 KV Morinda	20
58	220 KV Kohara	66 KV Chaunta	20
59	132 KV Ropar	66 KV Purkhali	10
60	132 KV Ropar	66 KV Behlolpur	10
61	132 KV Kharar	66 KV Kurali	30
62	220 KV Mohali Phase-1	66 KV Mohali Phase-7	30
63	220 KV Kharar	66 KV Dheri	10
64	220 KV Mohali Phase-1	66 KV Mohali Phase-1	20
65	220 KV DeraBassi	66 KV Samgouli	10
66	220KV Banur	66 KV IT City	10
67	220KV Kohara	66 KV Bhaini Sahib	20
68	220KV Kohara	66 KV Jandiali	10
69	220kv Banur	66 KV Derri	10
70	220kv Majra	66 KV Mullanpur	20
71	220 KV DeraBassi	66 KV Haripur Kuda	15
72	220 KV Kharar	66 KV Gillco	10
73	220 KV Rajpura	66 KV Saraibanjara	10
74	220 KV Devigarh	66 KV Rohar Jagir	30
75	220 KV Bhateri	66 KV Sanour	30
76	220 KV Rajla	66 KV Balbera	30
77	220 KV Rajla	66 KV Tulewal	20
78	220 KV Rajla	66 KV bamna	30
79	220 KV Rajla to 66 KV Fatehmajri	66 KV Gajjewas	20
80	220 KV Ablowal	66 KV Rakhra	30
81	220 KV Passiana	66 KV NIS	30
82	220 KV Passiana	66 KV Dakala	20
83	220 KV Passiana -	66 KV Gajjumjara	20
84	220 KV Bhateri	66 KV Baran	20
85	220 KV Bhateri	66 KV Ghanour	30
86	220 KV Devigarh to 66 KV Sanour	66 KV Sanouri adda	10
Central Zone			
1	220 KV S/S Sahnewal	66 KV Sahnewal	40
2	220 KV S/S Sahnewal	66 KV Palm Garden	10
3	220 KV S/S Lalton Kalan	66 KV Gill Rd	50
4	220 KV S/S Lalton Kalan	66 KV Dugri	30
5	220 KV Lalton Kalan to 66 KV S/S Gill Road	66 KV Basant Park	30
6	220 KV Ferozpur road to 66 KV S/S Haibowal	66 KV Gt Road	50
7	220 KV S/S Hambran	66 KV Baloki	20
8	220 KV S/S Jamalpur	66 KV Chandigarh Road	40
9	220 KV S/S Jamalpur	66 KV Miller Ganj	40
10	220 KV S/S Dhandari-1	66 KV Giaspura	50

11	220 KV S/S Dhandari-2	66 KV Sherpur	30
12	220 KV Pakhowal	66 KV Heran	20
13	220 KV Jagraon to 66 KV Sudhar	66 KV Adda Dakha	30
14	220 KV Jagraon	66 KV Sudhar	30
15	220 KV Pakhowal	66 KV Raikot	30
16	220 KV Pakhowal	66 KV Latala	20
17	220 KV Pakhowal	66 KV Narangwal	20
18	220 KV Malerkotla	66 KV Maloud	20
19	220 KV Hambran	66 KV Bhundri	6
20	220 KV Himmatpura	66 KV Diwana	10
21	220 KV Malerkotla	66 KV kutba	10
22	220 KV Jagraon	66 KV Sidhwanbet	20
23	220 KV Jagraon	66 KV Galib	10
24	220 KV Jagraon	66 KV Pabbian	10
25	220 KV Raikot	66 KV Sahjhanpur	10
26	220 KV G-2,G/Garh	66 KV Badinpur	40
27	220 KV bhari	66 KV Grain Mkt.	40
28	220 KV G-1,G/Garh	66 KV Focal Point	30
29	220KV Amloh	66 KV Bhadson	26
30	220 KV Amloh to 66 KV Bhadson	66 KV Agol	10
31	220KV Amloh	66 KV Tanda-Badha	30
32	220 KV Bassi	66 KV Attewali	9
33	220 KV bassi	66 KV Nandpur Kalour	10
34	220KV Kharar	66 KV Badali Ala Singh	9
35	220 KV Rajpura to 66 KV Gajju Khera	66 KV Bhagrana	10
36	220 KV Amloh to 66 KV Tandha badha	66 KV mallewal	10
37	220KV Amloh	66 KV Rayiewal	10
38	220 KV Bharri	66 KV Bharri	40
Border Zone			
1	220 kv Tibber	66 KV Purana shalla	10
2	220 kv Tibber	66 KV Kahnuwan	20
3	132 KV Gurdaspur- 66 KV Ranjit Bagh	66 KV Pandori Talibpur	10
4	220 KV Tibber-66 KV Purana Shalla	66 KV Bhaini Mia Khan	10
5	132 kv Dhariwal	66 KV Dehriwal	10
6	132 kv Shri Hargobindpur	66 KV Ghuman	20
7	132 kv Shri Hargobindpur	66 KV Harchowal	20
8	132 kv Shri Hargobindpur	66 KV Rajoa	10
9	132 kv Gurdaspur	66 KV Jaura Chattran	20
10	132 kv Sarna	66 KV Taragarh	10
11	132 kv Sarna	66 KV Dinanagar	20
12	132 kv Sarna	66 KV N.J Singh	10
13	132 kv Sarna	66 KV Ranipur	10
14	132 kv Sarna	66 KV Sujampur	10
15	220 kv Wadala Granthian	66 KV City Batala	30
16	220 kv Wadala Granthian	66 KV Panjgraian	20
17	220 kv Udoke	66 KV Said Mubarak	10
18	220 kv Koltli Surat Malhi	66 KV Shahpur Goraya	20
19	220 kv Koltli Surat Malhi	66 KV Shahpur Jajan	20
20	220 kv Koltli Surat Malhi	66 KV Dera Baba Nanak	10

21	220 kv Koltli Surat Malhi	66 KV Kala Afgana	10
22	220 kv Koltli Surat Malhi	66 KV Shehzada Kalan	10
23	220 KV Rashiana	66 KV Focal Point TT	30
24	220 KV Rashiana	66 KV FATEHABAD	20
25	220 KV Patti	66 KV LAUKA	40
26	220 KV Patti	66 KV GHARIALA	20
27	132 KV Bhikhiwind	66 KV SUR-SINGH	30
28	220 KV Algon	66 KV NARLI	17
29	220 KV Buttari	66 KV KHADUR SAHIB	10
30	220 KV Varpal	66 KV GOHALWAR	10
31	220 KV Naraian garh	66 KV SRAI AMANT KHAN	30
32	220 KV Chohla sahib	66 KV BRAMHPURA	10
33	220 KV Rashiana	66 KV DEO BATH	10
34	220 KV Algon	66 KV MARIMEGHA	20
35	220 KV Algon	66 KV KALSIAN	10
36	132kv Tarn taran	66 KV JHAMKA	10
37	220 kv Khasa	66 KV Rajatal	20
38	220 kv Khasa/220 kv Chogawan	66 KV Dalla	10
39	220 kv Chogawan	66 KV Wadala Whitewad	10
40	220 kv Nariangarh	66 KV OCM	40
41	220 kv Civil Line	66 KV Ckt-1 Harsha Chhina	30
42	220 kv Chogawan	66 KV Mohleke	10
43	220 kv Fatehgarh Churiyan	66 KV Ramdas	26
44	220 kv Fatehgarh Churiyan	66 KV Jhander	20
45	220 kv Fatehgarh Churiyan	66 KV Ajnala	30
46	220 kv Udoke	66 KV Mattewal	10
North Zone			
1	220kv Hoshiarpur	66 KV Ajjowal	10
2	220kv Hoshiarpur	66 KV Sham-84	20
3	220kv Hoshiarpur	66 KV Nasrala	10
4	220 KV Rehana Jattan-66 KV Pashtan	66 KV Kot Ftuhi	20
5	220kv Mahilpur	66 KV Jaijon	10
6	132kv MHP No 4	66 KV Ghogra	10
7	66 KV Pong power House	66 KV Pong Talwara	10
8	132kv Chohal	66 KV janauri	6
9	132kv Chohal	66 KV Hariana	20
10	220KV Gorayan	66 KV Dusanjkalan	10
11	220KV Gorayan	66 KV Apra	10
12	220 KV Gorayan- 66 KV Rurka Kalan	66 KV Bandala	10
13	220KV Gorayan	66 KV Muthadda	10
14	132KV NWSR	66 KV Rahon	20
15	132 Banga Road Phagwara- 66 KV HSP Road Phg	66 KV Chiheru	20
16	132KV Rehana Jattan	66 KV Drolly	10
17	132KV Rehana Jattan	66 KV Panchhttan	10
18	132KV Rehana Jattan	66 KV Patara	30
19	220KV Badshahpur	66 KV Chitti	9
20	220KV Alawalpur	66 KV Adampur	20
21	220KV Kartarpur	66 KV Hamira	10
22	220KV Kartarpur	66 KV Nauguja	10

23	220KV Theh Kanjla	66 KV Hothian	10
24	220KV SultanPur	66 KV Bhago Budha	10
25	220KV SultanPur	66 KV Lohian	20
26	220KV SultanPur	66 KV JakapurPunna	10
27	220KV SultanPur	66 KV Talwandi Chowdarian	10
28	220KV SultanPur	66 KV Pandori Jagir	10
29	220KV Noormahal	66 KV Samrai	10
30	220KV Noormahal	66 KV Talwan	10
31	220KV KotlaJangha	66 KV Shankar	20
32	220KV Noormahal	66 KV Shamshabad	10
33	66 KV Mehsampur	66 KV Bangiwal	10
34	220KV KotalaJanga	66 KV Alewali	10
35	220KV KotlaJangha	66 KV Mallian	20
36	132KV Bhogpur	66 KV Begowal	10
37	220 KV Sultanpur	66 KV Sultanpur 66 KV	10

Note: The above list is tentative, which shall be further subjected to technical feasibility on case-to-case basis.