HARYANA POWER PURCHASE CENTRE

(A Joint forum of UHBVN & DHBVN) Regd. Office: UHBVN Building, 4th Floor IP 3 &4, Sector 14, Panchkula

Corporate Identification Number (CIN):

Website: www.uhbvn.org.in

REQUEST FOR SELECTION (RfS)

FOR PURCHASE OF 500 MW SOLAR POWER THROUGH COMPETITIVE BIDDING PROCESS [FOLLOWED BY E- REVERSE AUCTION] MAX UPTO10 MW GRID CONNECTED SOLAR PHOTOVOLTAIC POWER PROJECTS LOCATED IN HARYANA

RfS No. 119/HPPC/SOLAR/LTP-III/500MW dated 29.01.2025

ISSUED BY: HARYANA POWER PURCHASE CENTRE O/O CHIEF ENGINEER /HPPC UHBVN BUILDING, 4th Floor IP 3 &4, Sector 14, Panchkula

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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.
- 2. Haryana Power Purchase Centre. (HPPC) 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 HPPC is bound to select a Bidder or to appoint the Developer, as the case may be, for the Project and HPPC 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 HPPC 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: Panchkula Date: 29.01.2025

Bid Information Sheet						
Document Description	RfS Document for purchase of 500 MW Solar Power through competitive bidding process (followed by e- reverse auction) maximum upto 10MW from single Grid connected Solar Photovoltaic Power Project to be set up in Haryana.					
RfS No.& Date	119/HPPC/SOLAR/LTP-III/500MW dated 29.01.2025					
Downloading of tender documents	From the website https://www.bharat- electronictender.com/from17.00hrs. on 29.01.2025 (zero date)					
End date for receiving request for clarifications	13.02.2025					
Pre-Bid Meeting Last Date & Time for a. Online & offline Submission of Response to RfS	Dated 20.02.2025 Time 11:30 Hrs.					
 b. Submission of all documents as per Section 3.16 c. Submission of Pass Phrase for technical and financial bid 	Dated 12.03.2025 Time 15:00 Hrs.					
Technical bid Opening	Dated 13.03.2025					
Financial Bid Opening	Will be intimated later					
Reverse Auction	Will be intimated later					
Letter of Intent	After approval of HERC					
Signing of PPA						
Bid Validity Period	180 days from last date of submission of bid					
Cost of RfS Document (non- refundable)	Rs. 25,000/- plus 18% GST or as applicable (to be submitted through NEFT/RTGS). For reference, the Bank details of HPPC are as under:- Account Name: Uttar Haryana Bijli Vitran Nigam Limited Name of Bank : ICICI Bank Bank Account No.:004305004435 IFSC Code : ICIC0000043 GST NO.: 06AAACU4562G1ZF PAN:AAACU4562G					
Processing Fee (non-refundable)	Rs.10,000/-per MW plus 18% GST or as applicable (to be submitted through NEFT / RTGS) as mentioned above.					
EMD	Earnest Money @ Rs.8 Lakh / MW is to be submitted in the form of Bank Guarantee payable at Panchkula/Chandigarh along with the Response to RfS. Bank details of HPPC regarding issuance of BG are as above					

Bid Information Sheet

Designation, Address and other details (For Submission of Response to RfS)	Chief Engineer/ Haryana Power Purchase Centre. IP 3 & 4, Sector-14, Panchkula-134113
Details of persons to be contacted in case of any assistance required	 Superintending Engineer Phone No: 9316252844 Executive Engineer Phone No: 9023797477 Accounts Officer Phone No: 8901282800
notices/ amendmen	spective Bidders are requested to remain updated for any tts/ clarifications/corrigendum etc. to the RfS document website https://www.bharat-electronictender.com/ No

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 Haryana Power Purchase Centre (HPPC) on behalf of Uttar Haryana Bijli Vitran Nigam Limited (UHBVNL) & Dakshin Haryana Bijli Vitran Nigam Limited (DHBVNL) hereinafter referred to as 'HPPC' acting through Chief Engineer, HPPC, 4th Floor, UHBVNL Building, IP-3&4, Sector 14, Panchkula, Haryana under provisions of the Electricity Act, 2003 in the State of Haryana and procuring power from various sources 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, HPPC intends to procure 500MW solar power maximum upto 10MW from single solar power Developer [conducted through electronic competitive bidding process on the Bharat-Electronic Tender e-bidding portal (ETS) followed by reverse auction] from Grid connected Solar PV Power Plants under the four (4) Category blocks as per Annexure -3 of Haryana Enterprises and Employment policy (HEEP), 2020. HPPC shall enter into Power Purchase Agreement (PPA) with the Bidders selected based on this RfS for purchase of solar power for a period of 25 years from the Commercial Operation Date of the solar power projects based on the terms, conditions and provisions of the RfS
- 1.1.3 The Solar Power Developer (SPD) shall be solely responsible for design, finance, procurement of land, engineering, procurement, construction, operation and maintenance of the Project(s) under and in accordance with the provisions of the PPA to be entered into between the Solar Power Developer and HPPC.

1.2 Details of Power Procurement

- 1.2.1 The bidders selected by HPPC based on this RfS, with whom HPPC executes the Power Purchase Agreement for procurement of solar power after approval of Haryana 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 HPPC shall enter into PPA with successful bidders selected based on this RFS for purchase of Solar power for a period of **25 years** from the commercial operation date of the project. The tariff payable to be selected bidder shall be fixed for 25 years as discovered through e-bidding conducted vide this RFS. 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 HPPC for any liability if bidders are not able to avail fiscal incentives or on account of such incentives being no longer applicable on them. 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 500 MW to be installed anywhere in Haryana with maximum cumulative capacity of 10MW among all Category Blocks from single power developer, 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.

1.3.2 Projects under construction, projects which are not yet commissioned or commissioned project who have united capacity, will be eligible. The bidder shall provide the documentary evidence and notarized undertaking regarding the same.

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.

"Appropriate Commission" shall mean Haryana Electricity Regulatory Commission (HERC);

"Bid" shall mean the Non-Financial Bid and the Financial Bid submitted by the Bidder, in response to this RFP, in accordance with the terms and conditions hereof.

"*Bidder*" shall mean Single Bidding Company or a Bidding Consortium submitting the Bid.

"Bidding Company" shall refer to such single company that has submitted the Bid in accordance with the provisions of this RFP; and shall mean a body incorporated in India under the Company Act 1956 or 2013 as the case maybe.

"Bidding Consortium" or "Consortium" shall refer to a group of Companies that have collectively submitted the response in accordance with the provisions of this RfS under a Consortium Agreement;

"Bid Deadline" shall mean the last date and time for submission of Bid as specified in this RFS

"Block" shall mean as defined in the Annexure -3 of HEEP, 2020.

"Commission" shall mean Haryana Electricity Regulatory Commission (HERC) referred to in Section 82 of the Electricity Act 2003,

"Capacity Utilization Factor" or "CUF" shall have the same meaning as provided in HERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2021 as amended from time to time.

"Conflict of Interest" A Bidder may be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process under this RFP if they have a relationship with each other, directly or indirectly through a common company or otherwise, that puts them in a position to have access to information about or influence the Bid of another Bidder;

"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.

"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 HPPC for this purpose.

"*Commercial Operation Date*" *or "COD*" shall be the date certified by the authority/agency designated by HPPC for this purpose upon successful commissioning of the full capacity of the Project and such date as specified in a written notice given at least 30 days in advance by the Successful Bidder to HPPC.

"Contract Year" shall mean, with respect to the initial Contract Year, the period beginning on the Commercial Operation Date and ending on 31st March

of that Financial Year. Each successive Contract Year shall coincide with the succeeding Financial 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 a day, if not a Business Day, the immediately succeeding Business Day.

"Discom(s)" means UTTAR HARYANA BIJLI VITRAN NIGAM (UHBVN) & DAKSHIN HARYANA BIJLI VITRAN NIGAM (DHBVN)

"Delivery Point / Interconnection Point"/" Metering Point" shall mean the point at which energy is fed /deliver into the GRID Sub-station owned by UHBVN/DHBVN/HVPNL to which the solar power project is connected through a dedicated transmission line. Metering shall be done at this interconnection point where power is injected into. For interconnection with grid and metering, the Successful Bidder shall abide by the relevant and applicable regulations/Grid Code notified by HERC, 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 i.e substation (including but not limited to open access, transmission, wheeling, Unscheduled Interchange, Scheduling, Reactive power, SLDC charges etc.) as notified by the competent authority /HERC shall be borne by the SPD.

"*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 HERC 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;

"Financial Closure" means as mentioned in Article 3 of PPA.

"**Financing Documents**" mean the agreements and documents (including asset leasing arrangements) entered/ to be entered into between the bidder and the Financing Parties relating to the financing of the Project.

"Financing Parties" means Parties financing the Project, pursuant to Financing Documents.

"HPPC" means Haryana Power Purchase Centre (HPPC) is a joint forum of Discoms which procures power on behalf of UHBVN & DHBVN

"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.

"Letter of Intent" or "LOI" shall mean the letter issued by Haryana power Purchase Centre (HPPC) to the Selected Bidder for selection of the Project after approval of HERC.

"*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 shall be a Company.

"**Month**" shall mean a period of thirty (30) days from (and excluding) the date of the event, where specified, else a calendar month.

"*Net-Worth*" means the Net-Worth as defined in the Companies Act 2013 & its amendment.

"**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

"**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 clause 3.7 of RfS.

"PPA" shall mean the Power Purchase Agreement to be signed between the successful bidder and HPPC 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 i.e substation and all the other assets and the materials necessary to deliver the Electricity generated by the Project to HPPC.

"**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 HPPC for power supply from the Solar Power Project.

"RfS Document" shall mean the bidding document issued by HPPC including all attachments, clarifications and amendments thereof.

"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, Haryana and amendment thereto.

"Selected Bidder or Successful Bidder" shall mean the Bidder selected pursuant to RfS No. /HPPC/SOLAR/LTP-III/500MW Dated and to whom LOI shall be issued by HPPC for the Project to supply electrical energy as per the terms of PPA, upon the PPA being approved and tariff being adopted by HERC.

"**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 HPPC and who shall be responsible for supplying power from grid connected solar PV power projects to HPPC 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 "HVPNL" shall mean the Haryana Vidyut Prasaran Nigam Limited (HVPNL).

"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).

"Unit" shall mean one set of solar photovoltaic grid interactive power plant and all the auxiliary equipment and facilities, required to constitute a solar project

"*Week*" shall mean calendar week.

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

Words and expression used in this RFS 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 RFS 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 RFS, 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 RFS has been inserted for case of reference only & shall not affect the interpretation of this RFS.

SECTION 3: BID INFORMATION AND INSTRUCTIONS TO BIDDERS

3.1 Bid Process

- 3.1.1 In order to identify Successful Bidder, HPPC 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.bharatelectronictender.com/, followed by e-reverse auction. Bidders are required to online submit/upload their bid document only after logging into the above portal, 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, HPPC will use the e-Bidding portal https://www.bharat-electronictender.com/of ISN Electronic Tender 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. The bids submitted without cost of RFS document and/or Processing fee and/or Bank Guarantee against EMD shall not be considered for the bidding.
- 3.1.3 The interested Bidders would be able to participate in the sealed bid e-Tendering stage on the Bharat-Electronic Tender portal after payment of ETS Bidding-Fee (Non Refundable) of Rs. 20,000/- (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 500 MW with upto maximum cumulative capacity offered among all Category Blocks as 10MW from single bidder will be carried out through e-bidding followed by e-Reverse Auction process under the four (4) category blocks (i.e Category Block A- 50 MW, Category Block B- 100 MW, Category Block C- 150 MW & Category Block D- 200 MW) as defined in the Annexure -3 of HEEP, 2020.

3.2.2 Minimum & Maximum Capacity of Project:

For all Projects, the minimum bid capacity shall be 1 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 1 MW with cumulative capacity offered among all Category Blocks, not exceeding 10MW. However, Bidder shall quote a single fixed tariff for the capacity offered under each Category Block. The tariff to be initially quoted by the bidders during the bidding process shall be firm. This would be followed by the e reverse auction and after e-reverse auction, the discovered tariff shall be firm and fixed for the entire tenure of the PPA i.e 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 Ground mounted Solar PV Project(s) on the land to be identified and purchased or taken on lease by the bidder within the State of Haryana. The bidder shall indicate the proposed location of the projects along with category block 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 within the same Category Block. However, it is clarified that 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 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 shall make all the bids invalid. Further the bidders shall provide relevant disclosure as specified in format 6.8 of this RfS.
- 3.3. 3 The evaluation of bids shall be carried out as described in Section 4.
- 3.3. 4 The methodology of allocation of projects is also elaborated in Section 4.
- 3.3.5 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 Boundary wall/ Delivery/Interconnection 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.
- 3.4.2 The bidding company should be incorporated or registered in India under the Companies Act, 1956 or 2013 as applicable.
- The successful bidder, if being a single company, can also execute the 3.4.3 Project through a Special Purpose Vehicle (SPV) i.e a project company, within a period of 30days from the date of issue of LOI, especially incorporated as a fully owned subsidiary company (100% subsidiary) of the successful bidder for setting up of the project which has to be 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 SCOD except with prior approval of HPPC. 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 SCOD except with prior approval of HPPC. After expiry of 1 year from SCOD, any change in shareholding can be undertaken under intimation to HPPC. The Successful bidder shall also provide the information about its promoters and their shareholding to HPPC before signing of the PPA with HPPC. The Controlling Shareholding and interest along with Control of the Bidding Company shall be maintained as given at the time of submission of response to RfS.

- 3.4.4 Any consortium, if selected as Successful Bidder for the purpose of supply of power to HPPC, shall incorporate a Project company / Special Purpose Vehicle(SPV), within a period of 30 days from date of issue of LOI 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 HPPC, 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 SCOD except with prior approval of HPPC. 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 SCOD. After expiry of 1 year from SCOD, any change in the shareholding can be undertaken under intimation to HPPC. The Successful bidder shall also provide the information about its Consortium Members and their shareholding to HPPC before signing of the PPA with HPPC. 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.
- 3.4.5 Any Foreign Bidder, if selected as successful bidder for the purpose of supply of power to HPPC, 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 HPPC. 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.

3.4.6 The bidder should meet the following eligibility criteria as mentioned below.

i) Net Worth:

The Net-Worth of the Bidder for the financial year ended 31.03.2023 or 31.03.2024 shall not be less than INR **1(one) Crore per MW** (of the capacity quoted). The computation of Net Worth shall be based on unconsolidated audited annual accounts of the bidder.

- ii) Bidders shall have to furnish a Certificate from a practicing and certified Chartered Accountant, certifying the Net worth per MW of quoted capacity as on 31.03.2023 or 31.03.2024. For avoidance of doubt, "net worth" shall be as defined in 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,duly attached but does not include reserves created out of revaluation of assets, write- back of depreciation and amalgamation.
- iii) In the case of a Consortium, 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 Bank Guarantee in case the bidder(s) fail to do so in accordance with the RfS.
- iv) Pursuant to evaluation of consolidated Net-worth Criteria as part of technical bid, if it is found by HPPC 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.
- v) 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.

3.4.7 **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 minimum annual turnover of **Rs. 50 Lakhs/MW** of the quoted capacity during the previous financial year i.e. FY 2022-23 or FY 2023-24. 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.

or

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 31.03.2023or 31.03.2024.

or

In-principle sanction letter from the lending institutions/banks of the Bidder, 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.

- a. 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.
- b. 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.
- c. A Company/Consortium would be required to submit Annual Audited Accounts for the Financial Year i.e. FY 2022-23 or FY 2023-24, as applicable, along with net worth, annual turnover from Statutory Auditor/certified Chartered Accountant duly supported by certified balance sheet 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/Certified Chartered Accountant 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 as the general norm in the country where the Bidder or its Affiliate(s) is/are located.

3.5 Connectivity with the Grid

- 3.5.1 The project should be designed for delivery of energy/power at Delivery Point i.e. Grid substation of Discoms/HVPNL.
- 3.5.2 The responsibility of getting the grid connectivity and long term access (LTA) from DISCOMs/HVPNL, 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 HERC 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 HPPC.
- 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 HERC regulations including 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 HPPC.
- 3.5.10 Long Term Access (LTA) /Grid Connectivity, as applicable, shall be required to be submitted by the Successful Bidder prior to financial closure of the Project. The bidder shall obtain the connectivity approval from the transmission licensee and shall abide by the terms and conditions imposed by the transmission licensee. The Successful Bidder shall comply with the complete application formalities/applicable procedure/charges as notified by HERC/HVPNL/Discoms.
- 3.5.11 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/-alongwith applicable taxes, if any, will be charged for grant of revised grid feasibility for projects by HPPC. However, in case the change of site is due to refusal by Discoms/HVPNL to grant the feasibility clearance for the first site proposed by the SPD on technical ground, in that case the 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 HPPC 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 SPD is required to register its generating unit in the registry maintained by CEA.

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 HPPC in a phased manner as follows:
 - Earnest Money Deposit (EMD) of Rs. 8 Lakh / MW in the form of Bank Guarantee along with RfS from nationalized and scheduled Bank in the favour of HPPC payable at Panchkula/Chandigarh.
 - ii) Performance Guarantee (PG) of @ Rs. 20 lakhs/MW in the form of Bank Guarantee after issuance of LOI and before signing of PPA from nationalized and scheduled Bank in the favour of HPPC payable at Panchkula/Chandigarh.
- 3.7.2 Performance Bank Guarantee (PG) 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 HPPC within 45 days from the date of signing of LOI. In case, the selected bidder refuses to execute the PPA OR refuses for acceptance of LOI OR Submission of PG within the stipulated time period, the Bank Guarantee equivalent to EMD shall be enchased by HPPC as penalty. The EMD shall be returned to the Successful Bidders after PGs submitted by them are verified by HPPC and PPAs are signed.
- 3.7.4 The PGs shall be valid up to a period of 6 months from Scheduled Commercial Operation Date (SCOD) of the Project with claim period up to 9 months from SCOD. The PGs 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, issued in favor of HPPC, payable at Panchkula/Chandigarh 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 issued by Bank on behalf 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 favour of HPPC, payable at Panchkula/Chandigarh for a value of Rs. 20 Lakh/MW within 15 days from date of LOI, with a validity period up to 6 months from Scheduled Commercial Operation Date with claim period up to 9 months from SCOD. On receipt and after successful verification of the Performance Guarantee in the acceptable form, the Bank Guarantee submitted towards EMD shall be returned by HPPC to the successful Bidder.
 - (iii) The Bidder shall furnish the Bank Guarantee against EMD and Performance Bank Guarantees (PGs) from any Nationalized Bank or a Scheduled Bank in India issued in favour of HPPC, payable at Panchkula/Chandigarh.
 - (iv) The format of the Bank Guarantees prescribed in the Formats 6.3 A (EMD) and 6.3 B (PG) shall be strictly adhered to and any deviation from the above formats shall result in rejection of the EMD/PG and consequently, the bid.
 - (v) The Successful Bidders, if so required by HPPC, shall be required to sign PPA with HPPC within 45 days from the date of issuance of LoI. Subsequent extension in this timeline shall be finalized as agreed by

HPPC. In case, HPPC 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 HPPC and the selected Project shall stand cancelled.

- (vi) The Bank Guarantees have to be executed on non-judicial stamp/estamp 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-C has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.
- (viii) HPPC shall release the Bank Guarantees towards EMD of the Unsuccessful Bidders after selection of the Successful Bidders.
- (ix) The EMD of all Bidders shall be released by HPPC within a period of thirty (30) days of the occurrence of the termination/cancellation of Bid process by HPPC.

3.7.5 Compliance of FDI Laws by foreign bidders

In case a Foreign Company is selected as the successful bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.

3.8 Forfeiture of EMD

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

- (i) If the bidder withdraws or varies the bid after due date & time of bid submission and during the validity of the bid;
- (ii) In case, HPPC 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 or acceptance of LOI or Submission of Performance Guarantee, PG (within 15 days from issue of LOI) or incorporation of project company within 30 days from date of issue of LOI (in case of consortium).
- (iii) During evolution of the bid and after the issuance 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 clause 3.7.
- (v) Incase bidder fails to extend the validity of Bid/EMD as per clause no.3.17 of RfS.

3.9 Power Purchase Agreement

- 3.9.1 A copy of Draft Power Purchase Agreement, to be executed between HPPC and the Successful Bidder or its subsidiary Special Purpose Vehicle (SPV), as defined under clause 3.4 of this RfS, shall be provided by HPPC along with this RfS. The PPA shall be signed within 45 days from the date of issue of Letter of Intent (LoI), which will be issued after source approval by HERC. PPA will be executed between HPPC and Selected Bidders which shall be valid for a period of 25 years from the date of C.O.D as per the provisions of PPA. The PPA will be signed after the approval of the HERC.
- 3.9.2 Before signing of PPA between HPPC and the Selected Bidders, HPPC will verify the documents furnished by the Bidders at the time of submission of response to RfS including the shareholding of the Bidding/Project Company along with a copy of complete documentary evidence supported with the original documents.

3.10 Commissioning and penalty for delay in commissioning

- 3.10.1 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 PPA document. Commercial Operation date (COD) shall be the date certified by HPPC or authority/agency designated by HPPC upon successful commissioning of full capacity of the Project or the last part capacity of the Project, as the case may be, in accordance with the applicable Rules/ Regulations/statutory provisions of the SLDC/HVPNL. Successful Bidders shall have to provide a written notice to HPPC as well as to any authority/agency designated by HPPC at least 30 days in advance for the same.
- 3.10.2 **Penalty for Delay in Commissioning**: The Project shall be commissioned by the selected Bidder upto Scheduled Commercial Operation Date. In case of failure to achieve this milestone, HPPC shall encash/forfeit the Performance Guarantee (PG) in the following manner.
 - a) **Delay up to six (6) months from SCOD**-HPPC 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 seller'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 and HPPC will forfeit the PG corresponding to capacity not commissioned.
 - c) In case of delays of plant commissioning due to reasons beyond the control of the SPD, HPPC after having been satisfied with documentary evidences produced by the SPD for the purpose, can extend the time for commissioning date without any financial implications to the SPG.
- 3.10.3 **Early Commissioning**: The Successful Bidder shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCOD. The bidder will be allowed to commence supply of power from the project, with first right of refusal for such power being vested with HPPC. In cases of early part-commissioning, till SCOD, HPPC shall purchase power till SCOD, at the PPA tariff and SCOD will not get altered due to Part commissioning However, in case the entire capacity is commissioned prior to SCOD, HPPC may purchase the generation at PPA tariff and PPA will be considered for a period of 25 years w.e.f from the date of C.O.D.

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

- i) The Company developing the project 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 HPPC.
- ii) No change in the shareholding pattern 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.
- 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 SCOD except with prior approval of HPPC. 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 SCOD except with prior approval of HPPC. 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 SCOD. In this case it shall also be essential that the successful bidder shall also provide the information about its promoters and their shareholding to HPPC before signing of the PPA with HPPC.

- iv) Any change in the shareholding after the expiry of 1 (one) year from the SCOD can be undertaken under intimation to HPPC.
- 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 HPPC.
- 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 HPPC. However, the new entity should be of the same financial strength as the Successful Bidder.

3.12 Structuring of the Bid Selection Process:

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. The preparation of bid proposal has to be in the manner described in Section 3.16.

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

The bidder including its Parent, Affiliate or Ultimate Parent 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 incompliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted there in are true and valid.

For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year.

In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into USD as per the exchange rates prevailing on the relevant date and used for such conversion, as certified by their banker. After such conversion, Bidder shall follow the procedure/submit document as elaborated above.

- 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 HPPC. 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 of RFS.
- 6. **In case of 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 and is under operation for at least one year. 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 not more than seven days prior to the last date of bid submission.

- (iv) Documents containing information about the Promoters and their shareholding in the Company (not more than seven days prior to the last date of bid submission) to HPPC indicating the controlling shareholding at the stage of submission of response to RfS to HPPC as per clause 3.11. HPPC 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 financial year 2022-23 or 2023-24 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/certified Chartered Accountant 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.
- (vi) Certificate from Statutory Auditor/Certified Chartered Accountant, certifying the Net-worth of the bidder per MW of quoted capacity as per Section 2 of the Companies Act 2013, annual turnover certificate (as applicable) as on date of last financial year ending i.e. 31.03.2023 or 31.03.2024, 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/Certified Chartered Accountant 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 Bank Guarantee, the same shall be done by such Parent / Affiliate in line with Clause 3.4.6 of the RfS and Format 6.4, 6.5, 6.6.

3.14 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, HPPC reserves the right to reject such response to RfS and/or cancel the LoI, 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 HPPC and HPPC shall have no obligation to return the same to the Bidder. However, the

EMDs submitted by unsuccessful Bidders shall be returned as specified in clause 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.bharatelectronictender.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 Formats.
- (vii) The response to RfS shall be submitted as mentioned in clause 3.16. 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, HPPC 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.
- (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 or which do not substantially meet the requirements prescribed in this RfS or not submitted in the specified formats will be liable for rejection by HPPC.
- (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 HPPC of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- (xii) Only HERC 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-B 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 -D and Annexure -E.

3.15 Non-responsive Bid

The electronic response to RfS submitted by the bidder along with the documents submitted offline to HPPC 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 (online) not received by the due date and time of bid submission;
- d. Non submission of the original documents mentioned at Section 3.16 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. 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 HPPC
- 1. 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 HPPC, and may not subsequently be made responsive by the Bidder by correction of the nonconformity or rectifying the cause for Non-responsive. Non-responsive bids will be liable for rejection by HPPC. The EMD submitted against such Nonresponsive bids shall be returned to the bidders.

3.16 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 <u>https://www.bharat</u>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 HPPC.
- 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/practicing Chartered Accountant** certifying the Net-worth of the bidder per MW of quoted capacity, annual turnover 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. **Bidder shall submit an affidavit that hard copy of bid is exactly is same as uploaded on the portal.**

Bidding Envelope Superscribed as "Bidding Envelope containing Covering Envelope" at the top of the Envelope and "Name & Address of the Bidder", Tender Name and Number on the left hand side bottom must contain the following:

Covering Envelope: Superscribed as "Covering Envelope Containing Cost of RfS Document, Processing Fee, Bank Guarantee towards EMD, and Covering Letter, Power of Attorney (if applicable), Consortium Agreement (if applicable), Board Resolution", MOA & AOA document, **must contain the following:**

- 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 on portal online shall prevail and it shall only be considered for evaluation.
- iv. Pass-phrases to decrypt Technical-Bid and Financial-Bid. The pass/phrases 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.
- vi. Payment details towards Cost of RfS Document as mentioned in Bid Information Sheet.
- vii. Payment details towards processing fee as mentioned in the Bid Information Sheet
- viii. Original Bank Guarantee towards EMD as mentioned in the Bid Information Sheet(asperFormat6.3A). One EMD may be submitted for the cumulative capacity quoted by the bidder.
- ix. Covering Letter asperFormat-6.1,
- x. Power of Attorney as per Format6.2(if applicable),
- xi. Board Resolutions per Format6.4
- xii. Consortium Agreement as per Format 6.5(if applicable)
- xiii. Financial Qualification Requirement as per format 6.6
- xiv. Technical criteria as per Format 6.7
- xv. Letter for Disclosure, as per Format 6.8
- xvi. No Deviation certificate as per Format 6.9

xvii.Affidavit that hard copy of bid is exactly is same as uploaded on portal.

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

Response to RfS for procurement of power through Competitive Bidding Process (followed by reverse e-auction) from 500 MW Grid connected Solar Photovoltaic Projects located anywhere in Haryana

Capacity of Project	MW
Category Block	
RfS Reference No.	119/CE/HPPC/LTP-III/SOLAR/500MW dated
	29.01.2025
Submitted by	(Enter Full name and address alongwith
	contact details of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory)
	(Name of Signatory)
	(Stamp of Bidder)
Bid Submitted to	Chief Engineer /Haryana Power Purchase
	Centre. UHBVN Building 4 th Floor, IP 3 &4,
	SECTOR-14, Panchkula-134113

2. "Financial Bid (Part II)"

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

- i. Covering Letter as per Format 6.11 shall be uploaded in the Main Bid Part of the Financial bid as provided on the<u>https://www.bharat-electronictender.com</u> portal.
- ii. Only single/separate tariff bid for all the Projects shall have to be filled online in the Electronic Form.
- iii.The Financial Bid must clearly indicate the bid amount in Indian Rupees (INR) only up to two (2) decimal points.

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/separate tariff for all the locations for which it intends to supply. **Hard Copy of the Financial Proposal SHALL NOT be sent to HPPC.**

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.
- 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 HPPC. 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.
- ix) Any Financial Bid received in the physical form shall be considered as a non- responsive Bid and bid would be rejected.

3.17 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"). HPPC reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement. Incase any further extension of bid/EMD is required due to any reason, then bidder has to extend its validity of Bid/EMD upto requisite period, failing which EMD will be forfeited.

3.18 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. HPPC shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

3.19 Clarifications / Pre Bid meeting / Enquires / Amendments

- i) Clarifications/Doubts, if any, on RfS document may be emailed through Email-<u>cehppc@uhbvn.org.in.</u>For any such clarifications, or proposed amendments, the Bidder should adhere to the format given in the RfS.
- ii) HPPC 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 HPPC's response shall be uploaded on e-bidding portal and, if necessary, amendments, clarifications, elaborations shall be issued by HPPC 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.

3.20 Right of HPPC to Reject a Bid

HPPC 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.

3.21 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 HPPC 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 HPPC 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.

3.22 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 acceptance to LOI or 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.

3.23 Corrupt or Fraudulent Practices:

HPPC requires that Bidders, Solar Power Developers, etc. observe the highest standard of ethics during the development and operation of Solar Power Project(s).

3.24 Contacting HPPC

Except for when HPPC has sought some clarification or additional information in writing from the bidder, no Bidder or his representative shall contact HPPC on any matter relating to its bid, from the time of the opening of bids till the time the LOI is issued. Any effort by a Bidder to influence HPPC 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 Bidders required should be two. If the number of bidders is less than two, even after three attempts of bidding, HPPC may continue with the bidding process subject to requisite approvals/consent of Hon'ble HERC.

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

4.2 Techno-commercial Evaluation of bid

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

- i. The Part-I (Technical Bid) of only those bidders will be opened by HPPC whose required documents as mentioned at Clause 3.16 are received through online portal and at HPPC'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 Clause 3.16, HPPC 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, HPPC 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 HPPC within 4 working days from the date of such intimation from HPPC. All correspondence in this regard shall be made through email cehppc@ubhvn.org.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. HPPC 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. HPPC will declare the list of eligible bidders in each Category Block as per terms and conditions mentioned in its RfS.

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

In this step, evaluation will be carried out based on tariff quoted by the Technical qualified bidders. Financial Bids (Part II) of the Qualified Bidders in each Category Block shall be opened **online**, on the date as specified in Bid Information sheet or as intimated by HPPC on the ETS e-bidding portal <u>https://www.bharatelectronictender.com</u>. 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 quoted by the bidder in each Category Block shall be firm in nature for a period of 25 year.

- i. Part-II (financial bid containing Tariff) of only those bidders shall be opened whose technical bids are found to be qualified. The Financial Bids of all technically Qualified Bidders in each Category Block shall be ranked based on the quoted tariff from the lowest to the highest. The bids will be arranged in ascending order of tariff received. Bid with lowest tariff will be marked L1.
- ii. The bidders including its Parent, Affiliate or Ultimate Parent 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 carried out after the approval/consent of HERC.
- 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.

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 online to determine the lowest discovered tariff Separately in each Category Block The reverse auction shall be conducted on <u>https://www.bharat-electronictender.com</u>. 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.
 - i. **Payment of Bidding Fee** Participation Charges for the **e-Reverse Auction Event of Rs.20,000 (plus GST) per e-RA** payable directly to the ETS Service Provider, are to be paid Online on the Bharat-Electronic Tender portal by all bidders who are qualified to participate in the e-Reverse Auction. At the start of the reverse auction event process, the lowest tariff quoted by L-1 bidder in financial bid displayed to all the bidders.
 - ii. The Reverse auction shall be held on the same day as the opening of Financial Proposal within 120 minutes of opening of financial bid and the respective tariff of bidder shall be displayed on its window. After opening of financial bid, reverse e-auction will be done with all the bidders.

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 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. If no valid bid is received during last 10 minutes of auction period or extended auction period, then the e-reverse auction will get closed.

- iii. 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 each category block.
- iv. Bidders can only quote any value lower than the lowest 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.

- v. During Reverse Auction, the bidder shall not have the option of changing the total project capacity while quoting tariff.
- vi. Some instructions regarding reverse auction are also detailed at Annexure-D&E.
- vii. After completion of E-reverse auction, HPPC will display the discovered lowest tariff alongwith the capacity offered by the L-I bidder on the same day in each category Block and would be visible to all the Bidders ("Discovered lowest Tariff").

4.4 Selection of Successful Bidders

4.4.1 After the discovery of lowest tariff, capacity offered by the L-I bidder will be allocated first, then the following procedure will be followed for allocation of the remaining capacity on the basis of bucket filling:

Capacity quoted by L-I bidder at lowest rates shall be allocated first, then the capacity quoted by the next lowest bidder (called L2 bidder) & so on, at the rates quoted by them, may be allocated, if their final negotiated tariff falls within a 5% from the tariff quoted by the L-I bidder.

Note:

- A. If the sum of quantum of power offered exceeds the power requirement in each category Block, then selection will be done on the following criteria:
 - I. The bidder offering the maximum capacity will be given first priority.
 - II. In case of tie in the above condition, then the bidder will be selected whose net worth is higher than the other.
- B. List of successful bidders along with their capacity and tariff in each category Block will be displayed on the website once the full capacity is achieved.
- C. Bidders are not allowed to increase their Bid capacity in MW at any stage. However, they may reduce the capacity
- D. After finalization of above selection procedure, the Letter(s) of Intent shall be issued to all such Successful Bidder(s) after adoption/approval of tariff by State Electricity Regulatory Commission.
- E. The bidder will submit PG within 15 days of issue of LOI.
- F. If the Successful bidder, to whom the LoI has been issued, does not fulfil any of the conditions specified in the Clauses 3.7, HPPC reserves the right to annul the award of the letter of Intent of such successful bidder and encash the EMD.
- G. HPPC, in its own discretion, has the right to reject any/all Bids if the Single Quoted Tariff is not aligned to the prevailing market prices and HPPC decision in this regard shall be final and binding on bidders.
- 4.4.2 In case of the last selected bidder, if the balance capacity is less than the offered capacity mentioned by the bidder in that Category Block, then the balance capacity shall be awarded to the bidder till the total capacity is exhausted subject to a maximum allocation in that category Block.

However, if the balance capacity is less than 50% of the offered capacity by the bidder in that Category Block, then the bidder shall have the right to refuse the bid within 7 working days after e-reverse auction event in writing. In such case, this balance capacity will be offered to next eligible bidder at HPPC discretion. EMD submitted by such Bidder shall be returned along with those of the unsuccessful Bidders.

Further, in case the balance capacity is greater than or equal to 50% of the quoted capacity by the Bidder in that Category Block, then it shall be mandatory for the last Bidder to accept such balance capacity offered against its quoted capacity, subject to the total cumulative capacity awarded after e-Reverse Auction to the successful Bidders. In case the last Bidder refuses to accept such balance capacity offered by HPPC, EMD submitted by such Bidder shall be forfeited/ encashed by HPPC.

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) HPPC 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. HPPC 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) HPPC 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 HPPC.
 - (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) HPPC 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) HPPC 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 HVPNL

It is envisaged that the HVPNL will provide transmission system connectivity to facilitate the evacuation of power from the Projects as per terms of this document. HVPNL shall coordinate with the Planning wing of Discoms for grant of technical feasibility upon application by the developer in this regard, in accordance with the applicable electricity laws.

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 HVPNL/Discoms 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 HPPC 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).

5.2 General Design of the Facility:

The Bidder shall ensure to operate and maintain the Facility in accordance with the relevant technical standards in terms of the Electricity Act 2003 and Rules, Regulations, Orders and Policy decisions there under.

The Bidder shall ensure that the Facility at all times:

- a. Have SCADA installation/ any other continuous communication facility for transferring the data of Solar Energy generated from his switchyard to State Grid's Sub-Station / Control room;
- b. Have installed Special Energy Meter (SEM) with telecommunication facility with availability based tariff (ABT) feature as per relevant CEA specifications / Regulations along with Automatic Meter reading arrangements.
- c. Moreover, it shall be mandatory to provide real time visibility of electricity generation to SLDC or any other standard protocol decided by Discoms.

5.3 SCADA Communication Point

The bidders shall ensure that the data communication for solar power project at SLDC control room.

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) with Annexure
- 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 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 Submission of Bids (Annexure-B)
- xv. Check List for Bank Guarantees (Annexure-C)
- xvi. Special Instructions to Bidders for e-Tendering & e-Reverse Auction (Annexure-D)
- xvii. Terms and Conditions for the Reverse Auction (Annexure-E)
- xviii. Haryana Enterprises and Employment policy, 2020 (Annexure-F)

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#

То

Chief Engineer Haryana Power Purchase Centre Email: cehppc@uhbvn.org.in HPPC, Panchkula-134113

Sub: Response to RfS No. 119/HPPC/SOLAR/LTP-III/500MW dated 29.01.2025 for procurement of power through Competitive Bidding Process (followed by reverse e-auction) from 500 MW grid connected Solar Photovoltaic Projects to be setup anywhere in Haryana.

Dear Sir,

Total

We, the undersigned......[insert name of the "Bidder"] having read, examined and understood in detail the RfS No. 119/HPPC /SOLAR/ LTP-III/500MW / dated 29.01.2025

& Addendums thereto, if any, including Qualification Requirements in particular, terms and conditions of the PPA for supply of power for 25 years from COD of the project to HPPC 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/ 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:

- Note 1: The bidder must ensure the project capacity mentioned is maximum 10 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.

Loc 01 Loc 02	Solar Generation Plant	Category Block	Offered Capacity (MW)	-	Declared CUF %
Loc 02	Loc 01				
	Loc 02				

..... MW

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

- 1. We give our unconditional acceptance to the RfS dated 29.01.2025, PPA dated and Addendums thereto, if any. In token of our acceptance to the RfS and PPA along with the amendments and clarifications issued by HPPC, 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.

Clause 3.7 of this RfS. The total capacity of the Solar Power Project offered by us is MW in the Category Block.....

- 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 HPPC for the Project and/or we are not able to sign PPA with HPPC within 45 days from date of issue of LOI or as intimated by HPPC or acceptance of LOI, HPPC 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 HPPC offers a capacity and such offered capacity is greater than or equal to 50% of our quoted capacity, we shall accept such offered capacity.
- 6. Acceptance: We hereby unconditionally and irrevocably agree and accept that the decision made by HPPC 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 SCOD except with prior approval of HPPC. We shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with HPPC, 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 financial closure. In the event of delay in commissioning, the provisions of Clause 3.7 & 3.10 of the RfS / relevant Articles of PPA shall be applied. Further, the project shall not be considered as commissioned unless the connectivity with Discom/HVPNL grid is established and HPPC or the authority/agency designated by HPPC 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 HPPC.
- 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 HPPC 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 and Signature of Person Authorized by the board)

Annexure to Format – 6.1

Sr. No.	Category Block	Location (Code)	Offered Capacity (in MW)	Name of Substation /Voltage level
А		Loc 1		
		Loc 2		
		Loc 3		
		Loc 4		
		Loc 5		
		Loc 6		
		Loc 7		
		Loc 8		
			Total MW capacity of all Generation Plants offered under the bid	
В	Details of EMD submitted (Amount, Issuing Bank/utility, Validity, Claim Period etc.)			
С	Details of cost of RFS Document remitted (Amount, UTR No., Date of transaction etc.)			
D	etc.) Details of Bid Processing Fee remitted (Amount, UTR No., Date of transaction etc.)			

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

RFS No. 119/ HPPC/SOLAR/LTP-III/500MW dated 29.01.2025

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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.)

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.

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) RFS No. 119/ HPPC/SOLAR/LTP-III/500MW dated 29.01.2025

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(Signature & stamp of Notary of the place of execution

Place: -----

Date: -----

Note: Lead Member in the Consortium shall have the controlling share-holding in the Company as defined in Section 3 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:

This guarantee shall be valid and binding on this Bank upto and including[insert date of validity in accordance with Section 3.7.4 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 3.7.4 of this RfS]. HPPC shall be entitled to invoke this Guarantee till...... [claim period upto 7 months, in accordance with Section 3.7 of this RfS].

The Guarantor Bank hereby agrees and acknowledges that the HPPC 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 HPPC, made in any format, raised at the above mentioned address of the Guarantor Bank or at a branch located in Panchkula/Chandigarh, in order to make the said payment to HPPC.

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 HPPC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against HPPC in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Panchkula 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 HPPC 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 HPPC 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 HPPC and may be assigned under intimation to us, in whole or in part, (whether absolutely or by way of security) by HPPC to any entity to whom HPPC is entitled to assign its rights and obligations under the PPA.

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 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 HPPC for SFMS Confirmation regarding issuance of BG:

Account Name: Uttar Haryana Bijli Vitran Nigam Limited Name of Bank : ICICI Bank Bank Account No.:004305004435 IFSC Code : ICIC0000043

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] (here in after referred to as Successful Bidder) submitting the response to RfS inter alia for selection of the Project of the capacity of MW, at [Insert name of the place] for purchase of power there from on long term basis, in response to the RfS no. 119/HPPC/SOLAR/LTP-III/500MW Dated 29.01.02025 and Addendums thereto, if any, issued by Haryana Power Purchase Centre. (hereinafter referred to as HPPC) and HPPC 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] here by agrees unequivocally, irrevocably and unconditionally to pay to HPPC payable at Panchkula/Chandigarh forth with on demand in writing from HPPC or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees...... [Insert amount not less than 20lac/MW of cumulative capacity] 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 upto 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 upto 6 months from SCOD) and HPPC shall be entitled to invoke this Guarantee till (claim period upto 7 months from SCOD)

The Guarantor Bank hereby agrees and acknowledges that HPPC 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 HPPC, made in any format, raised at the above mentioned address of the Guarantor Bank or at a branch located in Panchkula/Chandigarh, in order to make the said payment to HPPC.

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 HPPC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against HPPC in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Haryana 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.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to HPPC and may be assigned under intimation to us, in whole or in part, (whether absolutely or by way of security) by HPPC to any entity to whom HPPC 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 HPPC 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 or the party on whose behalf BG has been issued.
- 2. The Bank Guarantee shall be executed by any Nationalized Bank or ScheduledBank in India.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.

3. Bank details of HPPC for SFMS Confirmation regarding issuance of BG: Account Name: Uttar Haryana Bijli Vitran Nigam Limited Name of Bank : ICICI Bank Bank Account No.:004305004435 IFSC Code : ICIC0000043

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 No. 119/HPPC/SOLAR/LTP-III/500MW dated 29.01.2025 and Addendums thereto, if any for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 500 MW grid connected Solar Photovoltaic Projects including signing and submission of all documents and providing information / response to RfS to Haryana Power Purchase Centre. (HPPC), representing us in all matters before HPPC, and generally dealing with HPPC 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 HPPC"s RfS No.119/HPPC/SOLAR/ LTP-III/500MW dated 29.01.2025. 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]

- 4. **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%**)
- 5. **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 the each Member of the Bidding Consortium including Lead Member**)
- 6. **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.

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 ofand having the laws 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. 119/HPPC/SOLAR/LTP-III/500MW dated 29.01.2025 and Addendums thereto, if any, issued by Haryana Power Purchase Centre. (HPPC) 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 HPPC desires to purchase power from 500 MW grid connected Solar Power Projects to be setup anywhere in Haryana through Competitive Bidding Process (followed by reverse e-auction)

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

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 HPPC 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 HPPC 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 HPPC.
- 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 HPPC.
- 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 HPPC.

RFS FOR 500 MW SOLAR PV PROJECTS LOCATED ANYWHERE IN HARYANA
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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 & D vide Board Resolution	Designation	of tl	he	person	authorize	d
Dated)						
Witnesses:						
1) Signature	•••••					
Name:						
Address:			•••••			
2) Signature						
Name: Addre	ss:	•••••				
For M/s						
[Member 2]						
(Signature, Name & Designa Dated)	ation of th	e perso	n au	thorized v	ide Board	Resolution
Witnesses:						
1) Signature		••••				
Name:						
Address:			•••••	••••		
Name:						
Address:		•••••	•••••			

FORMAT- 6.6

Financial Qualification Requirement

[On the letter head of the Bidder]

To, The Chief Engineer/HPPC, HPPC, Sector-14, Panchkula-134113

Sub: Bid for procurement of solar power on long term basis through tariff based competitive Bidding process in response to the RfS 119/HPPC/SOLAR/LTP-III/500MW Dt.29.01.2025

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 across all offers] for which we submit details of our Financial Qualification Requirements.

Generation Plant	Category Block	Capacity
01		
02		
Total		MW

(A)For meeting Qualification Requirement Net-worth (Clause 3.4.6 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

S1. No.	Description	Select any one (whichever is applicable)		
1	Audited Annual Accounts of FY 2022-23	Applicable / Not Applicable		
	OR			
2	Audited Annual Accounts of FY 2023-24	Applicable / Not Applicable		
	OR			
3	Net-worth as on day	Applicable / Not Applicable		
	(dd/mm/yyyy)			
	(not more than seven (07) days prior to			
	the due date of bid submission)			

* This Net Worth has been calculated in accordance with the instructions provided in Clause 3.4.6 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

Crore in

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 :
 - 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	Name of Company	Relationship	Indicate Financial	Net worth	Equity	Committed
Consortium	/Parent/Affiliate/	with Bidding	- the off me any not		Commitment	Net Worth
Member	0010010101		more mun seven (07)		(in %age)	(in Rs.
1 0			days prior to the due		In Bidding	Crore)
	Net-worth is to be	Affiliate)	date of bid		Consortium	
	considered		submission	Company		
1	2	3	4	5	6	7
Company 1						
Company 2						
Total						

Note:

- 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 (v) of Clause 3.4.6.

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

(Signature and Stamp of Statutory Auditor/Practicing CA)

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

(B) For meeting Qualification Requirement Annual Turnover (clause 3.4.7):

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 2022-23 OR FY 2023-24. (*Strike out if not applicable).

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 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).
- 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.

Exhibit (ii): Applicable in case of Bidding Consortium

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

- (i) Name of Member
- (ii) 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	Name of Company	Relationship	Indicate Financial	Annual turn	Equity	Committed
Consortium	/Parent/Affiliate/	with Bidding			Commitment	Net Worth
Member	Consortium Member			Crore) of the	(in %age)	(in Rs.
Company	whose Annual turn	(Parent/	days prior to the due		In Bidding	Crore)
	over is to be	Affiliate)	date of bid		Consortium	
	considered		submission	Company		
1	2	3	4	5	6	7
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).
- 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/practicing CA)

(C) For meeting Qualification Requirement PBDIT (clause 3.4.7):

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) as on 31.03.2023 or 31.03.2024. (*Strike out if not applicable).

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:

1. 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).

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.

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/Affiliat e/ 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:

1. 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 3.4.7):

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	Sanction Letter from lending institutions/ banks enclosed at Annexure of this Form.
Company 1 Total				

Total

Note:

1. 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 Consortiu m Member Company	Name of Company /Parent/Affiliate/ Consortium Member whose Line of Credit is to be considered	Relationshi p with Bidding Company* (Parent/ Affiliate)	Line of Credit (Rs. In Crore) available to the Consortium Member Company	Equity Commitme nt (in %age) In Bidding Consortiu m	Committed Line of Credit (in Rs. Crore)	
1	2	3	4	5	6	
Company 1						Sanction Letter from lending institutions/ banks enclosed at Annexure of this Form.
Company 2	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/Practicing CA)

Note:

1. Since Bidder is required to meet any one of the requirements mentioned at Clause 3.4.7. 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/ Practicing CA. 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

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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/ Practicing CA)

Date:

Note:

1. Bidders are advised in their own interest to furnish the detailed computation sheet by statutory auditor/certified Chartered Accountant for determination of Net Worth/Turnover/PBDIT/line of credit 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 (v) of Clause 3.4.6

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

Date:-

The Chief Engineer/HPPC, HPPC, Sector-14, Panchkula-134113

Sub: Bid for procurement of solar power on long term basis through tariff based competitive bidding process in response to the RfS No. 119/HPPC/ SOLAR/LTP-III/500MW Dt. 29.01.2025

Dear Sir,

To,

- A. We hereby undertake to certify in line with Article-3 of PPA 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/Bank.
 - 2. Letter from Discom/HVPNL confirming technical feasibility for connectivity of the plant to DISCOM/HVPNL 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.
 - 4. Evidence such as notarized copies of un-priced purchase orders / agreements entered into, for supply of plants and equipment for the project(s).
- 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 before financial closure. 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 HPPC 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 the letter head at Bidding entity/each Member at Bidding consortium]

Disclosure

To,

Date:-

The Chief Engineer/HPPC, HPPC, Sector-14, Panchkula-134113 Email: <u>cehppc@uhbvn.org.in</u>

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. 119/ HPPC/SOLAR/LTP-III/500MW dated 29.01.2025

Dear Sir,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. 119/HPPC/SOLAR/LTP-III/500MW dated 29.01.2025 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 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 and in case of us being selected under this RfS, any of the above certificates is found false, HPPC 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,

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

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

FORMAT- 6.9 No Deviation Certificate [On Stamp Paper of appropriate value as per Stamp Act relevant to place of execution, duly notarized]

To Chief Engineer, Haryana Power Purchase Centre HPPC, Sector-14, Panchkula-134113 Email: <u>cehppc@uhbvn.org.in</u>

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

Ref: RFS No.119/ HPPC/SOLAR/LTP-III/500MW dated 29.01.2025 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 HPPC, failing which the EMD be forfeited.

Further, we agree that the entire work for development, Construction, O&M 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,

Place:

Yours faithfully, (Name of authorized representative of the bidder)

Date:

(Signature and Seal)

RFS No. 119/ HPPC/SOLAR/LTP-III/500MW dated 29.01.2025

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

RfS No. 119 / HPPC/SOLAR/LTP-III/500MW dated 29.01.2025

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.

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

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

RFS No. 119/ HPPC/SOLAR/LTP-III/500MW dated 29.01.2025

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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]

To, Chief Engineer

Chief Engineer

HPPC, Sector-14, Panchkula-134113

Sub: Response to RfS No. 119/ HPPC/SOLAR/LTP-III/500MW dated 29.01.2025 for purchase of power through Competitive Bidding Process (followed by reverse e- auction) from 500 MW Grid connected Solar Photovoltaic Projects located anywhere in Haryana.

Dear Sir,

I/ We, (*Insert Name of the Bidder*) enclose herewith (in the Financial Electronic Form on Portal) the Financial Proposal for Selection of my/our firm for a capacity of _____MW in Category Block_____, 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 only 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 <u>https://www.bharatelectronictender.com</u> 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 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 100 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	IEC 61683		
Measurements			
Environmental Testing	IEC 60068-2/ IEC 62093		
Electromagnetic	IEC 6100-6-2, IEC 6100-6-4& other relevant		
Compatibility (EMC)	parts of IEC 6100		
Electrical Safety	IEC 62103/ IEC 62109-1&2		
Protection against	IEEE 1547/IEC 62116/UL 1741 or equivalent		
Islanding of Grid/	EN/BIS Standard		
Anti-Islanding			
Protection			
LVRT Compliance	As per the latest HERC/CERC		
	Guidelines/Orders/Regulations		
Grid Connectivity	Relevant HERC/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° 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 COD 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 COD 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. IV curve for the module at Standard Test Condition (100 W/m2, AM 1.5, 250C)
- 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 HPPC/MNRE /RLDC/Haryana 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 /Haryana 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/Haryana 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.RFS No. 119/ HPPC/SOLAR/LTP-III/500MW dated 29.01.2025Page 63 of 82

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 Certificates 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 not more than 7 days prior to the last date of bid submission.
(iv)	Documents containing information about the Promoters and their shareholding in the Company duly certified by a practicing Chartered Accountant/ Company Secretary (not more than 7 days prior to the last date of bid submission) indicating the controlling shareholding.
(v)	Certified copies of annual audited accounts from Statutory Auditor/Certified Chartered Accountant.
(vi)	Certificate from Statutory Auditor/CA, certifying the Net-worth of the bidder per MW of quoted capacity, annual turnover (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).
(x)	Affidavit stating that hard copy of the bid submitted to HPPC is exactly same as submitted online bid on portal.
11	Any other document the bidder is required to upload as per the requirements in the RfS or to meet the eligibility criteria.

Annexure B Check List for Submission of Bids

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-C				
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 Performa?	
5.	Do the Bank Guarantees compare verbatim with the Performa 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?	

Annexure D

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:

<u>Sealed Bid System</u>: Single Stage Two Envelope <u>Auction</u>: 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 Electronic Tender 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 Haryana State Power Corporation Ltd (HPPC) (Optional)
- 8. View response to queries posted by Haryana State Power Corporation Ltd (HPPC)
- 9. Bid-Submission on ETS
- 10. Post-TOE Clarification on ETS (Optional)
- 11. Respond to Haryana State Power Corporation Ltd (HPPC) Post-TOE queries
- 12...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 Electronic Tender[®] 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 ISNETS/ ETS Helpdesk (as given below), to get your registration accepted/activated.

<u>Important Note</u>: 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	Customer Support: +91-124 - 4229071, 4229072
	[Between 9:00 am to 6:00 pm IST on all working days]
E-mailID	<u>support@isn-ets.com</u>

Special Note on Security and Transparency of Bids

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

As part of the Electronic Encrypter functionality, the contents of both the "Electronic Forms[®]" 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 Electronic Forms[®] for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms[®] and the corresponding Main-Bid. If variation is noted between the information contained in the Electronic Forms[®] and the "Main-Bid", the contents of the Electronic Forms[®] 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 clientend computer of a Supplier organization to the e-tendering server/ portal.

Sharing of Pass-Phrase by Bidders to HPPC:

The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to Haryana Power Purchase Centre (HPPC) 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.

Sr.n	Parameter	Value
ο		
1	Date and Time of Reverse-Auction Bidding	Will be intimated to the
	Event	responsive bidders later.
2	Duration of Reverse-Auction Bidding Event	60 Minutes and extension
		as per 3.2

3	Automatic extension of the "Reverse- Auction Closing Time", if last bid received is within a "Predefined 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	<i>'n'(Unlimited)</i> Automatic Extensions subject to point no.3 of this table.
4	Criteria of Bid-Acceptance	Beat on start price as well as beat on rank-1 bid value.
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 Electronic Form of financial bid)
6	Minimum Bid-Decrement	Rs.0.01 (1 paise)

The following would be parameters for e-Reverse Auction:

Other Instructions:

For further instructions, the vendor should visit the home-page of the portal **https://www.bharatelectronictender.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.

<u>Important Note:</u> 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. <u>Note</u>: 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 bidcomponents, which vary depending upon the situation and requirements of the Buyer. Successful receipt of a bid in an 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".

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.

<u>Additiona</u>	1 DO"S AND	DON"TS F	OR BIDI	DERS	<u> Particip</u>	ating	in e-Rev	verse A	Auction
Participant)				%)					
Vendors	Training	Charges	(Per	Rs.	5,000/-	(plus	GST @	18.00	

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NOTE:

- 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 <u>support@isn-ets.com</u> Vendors are requested to arrange their own Laptop, Digital Certificate and Wireless Connectivity to Internet.

Annexure -E

Terms & Conditions of Reverse Auction

After opening of financial bids and qualification of bidders based on the tariff, HPPC 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 completer explanations. Further these are supplementary in nature.

- 1. Bidders shall ensure online submission of their "Bid Price" within the auction period. Online Reverse Auction shall be conducted by HPPC 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.
- 2. During the Reverse Auction, any requests for extension of time will not be considered by HPPC. 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. HPPC shall not be responsible for such eventualities.
- 3. 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 HPPC.
- 6. HPPC 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 HPPC 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 HPPC, 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 HPPC 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 HPPC.

- f. In case of any problem is raised by the bidder during reverse auctioning and for all bidding process related queries bidders are advised to contact the person mentioned at ETS portal.
- g. HPPC 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.
- h. 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.
- i. HPPC 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 HPPC shall be binding on the bidders.

Annexure -F

HARYANA ENTERPRISES AND EMPLOYMENT POLICY, 2020

Annexure -3

Block categorization:

Sr. No.	Category of Blocks	Status of Development
1.	'A'	Comprising of the industrially developed areas
2.	'B'	Comprising of the areas of 'intermediate development'
3.	' С'	Comprising: of industrially backward areas
4.	'D'	Comprising of industrially most backward areas

1. Category 'A' Blocks:

Sr. No.	District		Block
1.	Ambala	1.	Ambala-I
2.	Faridabad	2.	Faridabad
		3.	Ballabgarh
		4.	Tigaon
3.	Gurugram	5.	Gurugram
4.	Jhajjar	6.	Bahadurgarh
5.	Panipat	7.	Panipat
6.	Rewari	8.	Bawal
7.	Sonepat	9.	Rai
		10.	Sonepat
		11.	Ganaur
		12.	Murthal
8.	Yamuna Nagar	13.	Jagadhri

2. Category 'B' Blocks:

Sr. No.	District		Block
1.	Ambala	1.	Ambala II
2.	Gurugram	2.	Pataudi
		3.	Sohna
		4.	Farukh Nagar
3.	Hissar	5.	Hissar-I
4.	Jhajjar	6.	Jhajjar
5.	Karnal	7.	Karnal
		8.	Gharaunda
-		9.	Nilokheri
6.	Kurushetra	10.	Pipli
7.	Palwal	11.	Prithla
_		12.	Palwal
8.	Panchkula	13.	Pinjore

Sr. No.	District		Block
9.	Panipat	14.	Bapauli
		15.	Samalkha
		16.	Madlauda& HSIIDC, Indl. Estate Near Refinery Panipat
10.	Rewari	17.	Rewari
11.	Rohtak	18.	Rohtak and IMT, Rohtak
		19.	Sampla
12.	Sonepat	20.	Kharkhoda

3. Category 'C'Blocks:

Sr. No.	District		Block
1.	Ambala	1.	Barara
		2.	Naraingarh
		3.	Saha
		4.	Shehzadpur
2.	Bhiwani	5.	Bhiwani
3.	Fatehabad	6.	Fatehabad
4.	Hissar	7.	Hansi-I
		8.	Hissar-II
5.	Jhajjar	9.	Beri
		10.	Badli
		11.	Matenhail
6.	Jind	12.	Jind
7.	Kaithal	13.	Kaithal
		14.	Guhla at Cheeka
		15.	Pundri
		16.	Dhand
8.	Karnal	17.	Indri
		18.	Nissing at Chirao
		19.	Kunjpura
9.	Kurukshetra	20.	Thanesar
		21.	Pehowa
		22.	Ladwa
		23.	Shahabad
		24.	Ismailabad
10.	Mahendergarh	25.	Narnaul
11.	Mewat	26.	Nuh & IMT Sohna
		27.	Taoru

Sr. No.	District		Block
12.	Palwal	28.	Hodel
13.	Panchkula	29.	Barwala
14.	Panipat	30.	Israna
		31.	Sanauli Khurd
15.	Rewari	32.	Khol at Rewari
16.	Rohtak	33.	Meham
		34.	Lakhan Majra
17.	Sirsa	35.	Sirsa
18.	Sonepat	36.	Gohana
		37.	Mundlana
19.	Yamuna Nagar	38.	Bilaspur
		39.	Chhachhrauli
		40.	Radaur
		41.	Khizrabad

4. Category 'D'Blocks:

S. No.	District		Block
1.	Bhiwani	1.	Loharu
		2.	Tosham
		3.	Bawani-Khera
		4.	Kairu
		5.	Siwani
_		6.	Bahal
2.	Charki Dadri	7.	Charki Dadri
		8.	Badhra
		9.	Bond Kalan
		10.	Jhojhu Kalan
3.	Fatehbad	11.	Tohana
		12.	Ratia
		13.	Jakhal
		14.	Bhattu Kalan
		15.	Bhuna
		16.	Nagpur
4.	Hissar	17.	Narnaund
		18.	Adampur
		19.	Uklana
		20.	Agroha
		21.	Barwala
		22.	Hansi-II
5.	Jhajjar	23.	Sahalwas

S. No.	District		Block
6.	Jind	24.	Narwana
		25.	Julana
		26.	Safidon
		27.	PilluKhera
		28.	Uchana
		29.	Alewa
		30.	Ujhana
7.	Kaithal	31.	Kalayat
		32.	Rajound
		33.	Siwan
8.	Karnal	34.	Munak
		35.	Assandh
9.	Kurukshetra	36.	Babain
10.	Mahendergarh	37.	Ateli Nangal
		38.	Kanina
		39.	Mahendergarh
		40.	Nangal Chaudhary
		41.	Sihma
		42.	Nizampur
		43.	Satnali
11.	Mewat	44.	Nagina
		45.	Ferozepur Jhirka
		46.	Punhana
		47.	Pingwan
		48.	Indri
12.	Palwal	49.	Hathin
		50.	Badoli
		51.	Hasanpur
13.	Panchkula	52.	Morni
		53.	Raipur Rani
14.	Rewari	54.	Nahar
		55.	Dahina
		56.	Jatusana
15.	Rohtak	57.	Kalanaur
16.	Sirsa	58.	Dabwali
		59.	Baragudha
		60.	Rania

S. No.	District	Block		
		61.	Ellanabad	
		62.	Odhan	
		63.	Nathusari Chopta	
17.	Sonepat	64.	Kathura	
18. Yam	Yamuna Nagar	65.	Mustafabad	
		66.	Sadhaura	

Note: As per Development and Panchayats Department, there are 140 Blocks in the state as on 1st November, 2020. The Government may modify this list from time to time.

Sr. No	District Name	Block Name	Panchayat Name
1	AMBALA	AMBALA-I	ADHO MAJRA
2	AMBALA	AMBALA-I	AHEMA
3	AMBALA	AMBALA-I	AMIPUR
4	AMBALA	AMBALA-I	ANANDPUR JALBERA
5	AMBALA	AMBALA-I	BABAHERI
6	AMBALA	AMBALA-I	BAKNAUR
7	AMBALA	AMBALA-I	BALANA
8	AMBALA	AMBALA-I	BALAPUR
9	AMBALA	AMBALA-I	BARA
10	AMBALA	AMBALA-I	BAROULA
11	AMBALA	AMBALA-I	BAROULI
12	AMBALA	AMBALA-I	BATROHAN
13	AMBALA	AMBALA-I	BEDSAN
14	AMBALA	AMBALA-I	BEGO MAJRA
15	AMBALA	AMBALA-I	BEHBALPUR
16	AMBALA	AMBALA-I	BHANOKHERI
17	AMBALA	AMBALA-I	BHANPUR NAKATPUR
17	AMBALA	AMBALA-I	BHARI
10	AMBALA	AMBALA-I	BHUNNI
20	AMBALA	AMBALA-I	BHURANGPUR
20	AMBALA	AMBALA-I	BHURE MAJRA
21	AMBALA	AMBALA-I	BISHANGARH
22	AMBALA	AMBALA-I	CHHAPRA
	AMBALA	AMBALA-I	CHHOTA BAROULA
24			
25	AMBALA	AMBALA-I	DANGERIAN
26	AMBALA	AMBALA-I	DANIPUR
27	AMBALA	AMBALA-I	DELU MAJRA
28	AMBALA	AMBALA-I	DHANOURA
29	AMBALA	AMBALA-I	DHANOURI
30	AMBALA	AMBALA-I	DHURALA
31	AMBALA	AMBALA-I	DHURKARA
32	AMBALA	AMBALA-I	DUKHERI
33	AMBALA	AMBALA-I	DURANA
34	AMBALA	AMBALA-I	FAROULI
35	AMBALA	AMBALA-I	FAZAILPUR
36	AMBALA	AMBALA-I	GORSIAN
37	AMBALA	AMBALA-I	HUMAYUNPUR
38	AMBALA	AMBALA-I	ISMAILPUR
39	AMBALA	AMBALA-I	JAGOLI
40	AMBALA	AMBALA-I	JAITPURA
41	AMBALA	AMBALA-I	JALALPUR
42	AMBALA	AMBALA-I	JANDHERI
43	AMBALA	AMBALA-I	JANSUA
44	AMBALA	AMBALA-I	JANSUI
45	AMBALA	AMBALA-I	JODHPUR
46	AMBALA	AMBALA-I	KALAWAR
47	AMBALA	AMBALA-I	KALERAN
48	AMBALA	AMBALA-I	KANGWAL
49	AMBALA	AMBALA-I	KATHGARH
50	AMBALA	AMBALA-I	KHAIRA
51	AMBALA	AMBALA-I	KHANNA MAJRA
52	AMBALA	AMBALA-I	KHASPUR
53	AMBALA	AMBALA-I	KHURCHANPUR
54	AMBALA	AMBALA-I	KONKPUR
55	AMBALA	AMBALA-I	KOT KACHWA KALAN
56	AMBALA	AMBALA-I	KOT KACHWA KHURD
57	AMBALA	AMBALA-I	KURBANPUR
58	AMBALA	AMBALA-I	LADANA
59	AMBALA	AMBALA-I	LAKHNOUR SAHIB
60	AMBALA	AMBALA-I	LALANA
61	AMBALA	AMBALA-I	LAUTAN
01			

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62	AMBALA	AMBALA-I	MAJRI
63	AMBALA	AMBALA-I	MALLOUR
64	AMBALA	AMBALA-I	MALWA
65	AMBALA	AMBALA-I	MARDO SAHIB
66	AMBALA	AMBALA-I	MASTPUR
67	AMBALA	AMBALA-I	MATHARI JATTAN
68	AMBALA	AMBALA-I	MATHERI SHEKHAN
69	AMBALA	AMBALA-I	MEHLAN
70	AMBALA	AMBALA-I	METLAN
70	AMBALA	AMBALA-I	MIRIAN
71	AMBALA	AMBALA-I	MIKJAPOK MIYAN MAJRA
72	AMBALA	AMBALA-I	MOHRA
73	AMBALA	AMBALA-I	MOHRA
74	AMBALA	AMBALA-I	MORKI MOKHA MAJRA
75	AMBALA	AMBALA-I	MUJAFARA
77	AMBALA	AMBALA-I	NADIYALI
78	AMBALA	AMBALA-I	NAGGAL
79	AMBALA	AMBALA-I	NANEOLA
80	AMBALA	AMBALA-I	NIHARSA
81	AMBALA	AMBALA-I	NIHARSI
82	AMBALA	AMBALA-I	NURPUR
83	AMBALA	AMBALA-I	OJALAN
84	AMBALA	AMBALA-I	PANJOLA
85	AMBALA	AMBALA-I	RAWALON
86	AMBALA	AMBALA-I	ROSHANPUR
87	AMBALA	AMBALA-I	RUPO MAJRA
88	AMBALA	AMBALA-I	SAHIBPURA
89	AMBALA	AMBALA-I	SAKRAHON
90	AMBALA	AMBALA-I	SARANGPUR
91	AMBALA	AMBALA-I	SEGTA
92	AMBALA	AMBALA-I	SEGTI
93	AMBALA	AMBALA-I	SHEKHUPUR
94	AMBALA	AMBALA-I	SOUNTA
95	AMBALA	AMBALA-I	SOUNTI
96	AMBALA	AMBALA-I	SULLAR
97	AMBALA	AMBALA-I	TAR
98	AMBALA	AMBALA-I	TEJAN
99	AMBALA	AMBALA-I	THARWA
100	AMBALA	AMBALA-I	UDAIPUR
101	AMBALA	AMBALA-I	UGARA
102	AMBALA	AMBALA-II	BARNALA
103	AMBALA	AMBALA-II	BHILPURA
104	AMBALA	AMBALA-II	BRAHMAN MAJRA
105	AMBALA	AMBALA-II	DADIYANA
106	AMBALA	AMBALA-II	DANGDHERI
107	AMBALA	AMBALA-II	DEVI NAGAR
108	AMBALA	AMBALA-II	DHANKAUR
109	AMBALA	AMBALA-II	GARNALA
110	AMBALA	AMBALA-II	GHEL KALAN
111	AMBALA	AMBALA-II	GHEL KHURD
112	AMBALA	AMBALA-II	JANETPUR
112	AMBALA	AMBALA-II	KALU MAJRA
113	AMBALA	AMBALA-II	KAULAN
114	AMBALA	AMBALA-II	KHATOULI
115	AMBALA	AMBALA-II	KHUDDA KALAN
110	AMBALA	AMBALA-II	LIHARSA
117	AMBALA	AMBALA-II	LOHGARH
110	AMBALA	AMBALA-II AMBALA-II	MANAKPUR
119	AMBALA	AMBALA-II AMBALA-II	MANGLAI
121	AMBALA	AMBALA-II	MUNNARHERI
122	AMBALA	AMBALA-II	
1 1 1 1 1	AMBALA	AMBALA-II	PANJOKHRA
123			
124	AMBALA	AMBALA-II	RATTANHERI
	AMBALA AMBALA AMBALA	AMBALA-II AMBALA-II AMBALA-II	RATTANHERI ROLAN SAHIBPURA

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127	AMBALA	AMBALA-II	SAPERA
128	AMBALA	AMBALA-II	TUNDLI
129	HISAR	HANSI-I	ANIPURA
130	HISAR	HANSI-I	BANDA HERI
131	HISAR	HANSI-I	BARA JAGGAMAL
132	HISAR	HANSI-I	BHATLA
133 134	HISAR HISAR	HANSI-I HANSI-I	BIR HANSI CHANOT
134	HISAR	HANSI-I	DATTA
135	HISAR	HANSI-I	DAYAL SINGH COLONY
130	HISAR	HANSI-I	DEPAL
137	HISAR	HANSI-I	DHAMANA
139	HISAR	HANSI-I	DHANA KALAN
140	HISAR	HANSI-I	DHANA KHURD
140	HISAR	HANSI-I	DHANDERI
142	HISAR	HANSI-I	DHANI GUJRAN
143	HISAR	HANSI-I	DHANI KENDU
144	HISAR	HANSI-I	DHANI KUMHARAN
145	HISAR	HANSI-I	DHANI KUNDANAPUR
145	HISAR	HANSI-I	DHANI KONDANAPOK DHANI MEHNDA
140	HISAR	HANSI-I	DHANI MENUDA
147	HISAR	HANSI-I	DHANI PERANWALI
140	HISAR	HANSI-I	DHANI PERANWALI DHANI PIRAN
149	HISAR	HANSI-I	DHANI PIRAN DHANI PURIA
150	HISAR	HANSI-I	DHANI RAJU
151	HISAR	HANSI-I	DHANI KAUG
152	HISAR	HANSI-I	DHANI SHANKI
155	HISAR	HANSI-I	DHARAMPURA
154	HISAR	HANSI-I	GARHI
155	HISAR	HANSI-I	GHIRAL
150	HISAR	HANSI-I	GURANA
158	HISAR	HANSI-I	HAZAMPUR
159	HISAR	HANSI-I	JAMAWRI
160	HISAR	HANSI-I	KANWARI
161	HISAR	HANSI-I	KHANPUR
161	HISAR	HANSI-I	KHARKARA
162	HISAR	HANSI-I	KHERI GAGAN
164	HISAR	HANSI-I	KULANA
165	HISAR	HANSI-I	КИМВНА
166	HISAR	HANSI-I	KUTABPUR
167	HISAR	HANSI-I	LALPURA
168	HISAR	HANSI-I	MAJAD
169	HISAR	HANSI-I	MAMANPURA
170	HISAR	HANSI-I	MASOODPUR
171	HISAR	HANSI-I	MASCODI ON
172	HISAR	HANSI-I	MUJADPUR
172	HISAR	HANSI-I	PREM NAGAR
174	HISAR	HANSI-I	PUTHI MANGAL KHAN
174	HISAR	HANSI-I	RAJIV NAGAR
176	HISAR	HANSI-I	RAMAYAN
177	HISAR	HANSI-I	RAMPURA
178	HISAR	HANSI-I	SAINIPURA
179	HISAR	HANSI-I	SHEKHPURA
180	HISAR	HANSI-I	SINDHAR
181	HISAR	HANSI-I	SINGHWA RAGHO
182	HISAR	HANSI-I	SISAI BOLA
182	HISAR	HANSI-I	SISAI BOLA
185	HISAR	HANSI-I	SORKHI
184	HISAR	HANSI-I	SULTANPUR
185	HISAR	HANSI-I	UMRA
187	HISAR	HANSI-II	BAD CHAPPER
187	HISAR	HANSI-II	BADALA
189	HISAR	HANSI-II	BASS AAZAMSHAHPUR
103		HANSI-II	
190	HISAR		BASS AKBARPUR

192	HISAR	HANSI-II	BASS KHURD BIJAN
192	HISAR	HANSI-II	BHAKLANA
194	HISAR	HANSI-II	BHATOL JATTAN
195	HISAR	HANSI-II	BHATOL RANGRAN
196	HISAR	HANSI-II	DHARAM KHERI
197	HISAR	HANSI-II	JAMANI KHERA
198	HISAR	HANSI-II	JEETPURA
199	HISAR	HANSI-II	KHANDA KHERI
200	HISAR	HANSI-II	KHARBALA
200	HISAR	HANSI-II	KHERA RANGRAN
201	HISAR	HANSI-II	MADANHERI
202	HISAR	HANSI-II	MOHLA
203	HISAR	HANSI-II	PUTTHI SAMAIN
204	HISAR	HANSI-II	ROSHAN KHERA
205	HISAR	HANSI-II HANSI-II	SINGHWA KHAS
207	HISAR	HANSI-II	SISAR
208	HISAR	HANSI-II	THURANA
209	HISAR	HANSI-II	UGALAN
210	HISAR	HISAR-I	ALIPUR
211	HISAR	HISAR-I	BADO BRAHMANAN
212	HISAR	HISAR-I	BADO RANGRAN
213	HISAR	HISAR-I	BALAWAS
214	HISAR	HISAR-I	BHAGANA
215	HISAR	HISAR-I	BHARRI
216	HISAR	HISAR-I	BHOJRAJ
217	HISAR	HISAR-I	BURE
218	HISAR	HISAR-I	CHARNOD
219	HISAR	HISAR-I	CHIROD
220	HISAR	HISAR-I	DABRA
221	HISAR	HISAR-I	DAHIMA
222	HISAR	HISAR-I	DAYA
223	HISAR	HISAR-I	DHANIJATAN
224	HISAR	HISAR-I	DHANSU
225	HISAR	HISAR-I	DUBETA
226	HISAR	HISAR-I	GANDHI NAGAR
227	HISAR	HISAR-I	GANGWA
228	HISAR	HISAR-I	GUNJAR
229	HISAR	HISAR-I	HARIKOT
230	HISAR	HISAR-I	HARITA
231	HISAR	HISAR-I	KAIMARI
232	HISAR	HISAR-I	KHARAR
233	HISAR	HISAR-I	KHARKHERI
234	HISAR	HISAR-I	КНОКНА
235	HISAR	HISAR-I	LADWA
236	HISAR	HISAR-I	MANGALI AKLAN
237	HISAR	HISAR-I	MANGALI JHARA
237	HISAR	HISAR-I	MANGALI MOHABAT
238	HISAR	HISAR-I	MANGALI MIOTABAT
239	HISAR	HISAR-I	MAYAR
240	HISAR	HISAR-I	MIRJAPUR
241	HISAR		MIRIAPOR
		HISAR-I	
243	HISAR	HISAR-I	NALWA
244	HISAR	HISAR-I	
245	HISAR	HISAR-I	PANA ALAMPUR
246	HISAR	HISAR-I	PANA MEHRANA
247	HISAR	HISAR-I	PAYAL
248	HISAR	HISAR-I	RAIPUR
249	HISAR	HISAR-I	RAWAT KHERA
250	HISAR	HISAR-I	SATROD KALAN
251	HISAR	HISAR-I	SHARWA
252	HISAR	HISAR-I	SHIKARPUR
252	HISAR	HISAR-I	TALWANDI BADSHAHPUR
253			TALWANDI RANA
253 254	HISAR	HISAR-I	TAEWANDINANA
	HISAR HISAR	HISAR-I HISAR-I	TALWANDI RUKKA

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257	HISAR	HISAR-II	BALSAMAND
257	HISAR	HISAR-II HISAR-II	BANDAHERI
258		-	
	HISAR	HISAR-II	BASARA
260	HISAR	HISAR-II	BHERIA
261	HISAR	HISAR-II	BHIWANI ROHILLA
262	HISAR	HISAR-II	BIR BABRAN
263	HISAR	HISAR-II	BIR HISAR
264	HISAR	HISAR-II	BURAK
265	HISAR	HISAR-II	C BLOCK CHIKANWAS
266	HISAR	HISAR-II	CHANDAN NAGAR
267	HISAR	HISAR-II	CHAUDHARIWAS
268	HISAR	HISAR-II	DEVA
269	HISAR	HISAR-II	DHANI PEEARANWALI
270	HISAR	HISAR-II	DHIRANWAS
271	HISAR	HISAR-II	DOBHI
272	HISAR	HISAR-II	GAWAR
273	HISAR	HISAR-II	GORCHI
274	HISAR	HISAR-II	HINDWAN
275	HISAR	HISAR-II	JAKHOD KHERA
276	HISAR	HISAR-II	KAJLA
277	HISAR	HISAR-II	KALWAS
278	HISAR	HISAR-II	KHARIA
279	HISAR	HISAR-II	KIRTAN
280	HISAR	HISAR-II	LUDAS
281	HISAR	HISAR-II	MALAHPUR
282	HISAR	HISAR-II	MATTER SHAYAM
283	HISAR	HISAR-II	MIGNI KHERA
284	HISAR	HISAR-II	MUKLAN
285	HISAR	HISAR-II	NEOLI KALAN
286	HISAR	HISAR-II	NEOLI KHURD
287	HISAR	HISAR-II	PANIHAR CHAK
288	HISAR	HISAR-II	PATAN
289	HISAR	HISAR-II	RAWALWAS KALAN
290	HISAR	HISAR-II	RAWALWAS KHURD
291	HISAR	HISAR-II	SALEMGARH
292	HISAR	HISAR-II	SARSANA
293	HISAR	HISAR-II	SHAHPUR
294	HISAR	HISAR-II	SINGHRAN
295	HISAR	HISAR-II	SISHWALA
296	HISAR	HISAR-II	SUNDAWAS
297	HISAR	HISAR-II	ТОКАЅ