



**Tender Document for
Selection of Solar Power Developers for
Setting up of Grid-Connected Ground
Mounted Solar PV Projects in Himachal
Pradesh under RESCO Mode through Tariff
Based Competitive Bidding**

Tender No. **HPEBL/PHE/GM SOLAR/RESCO/2025/01**

Superintending Engineer (Designs),
Power House Electrical, HPSEB Ltd
Sunder Nagar - 175019.

DISCLAIMER

- I. Though adequate care has been taken while preparing the Tender document, the bidder(s) shall satisfy themselves that the document is complete in all respect.
- II. **Himachal Pradesh State Electricity Board Limited (HPSEBL)** reserves the right to modify, amend or supplement this document.
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Place: Sunder Nagar

Date: 20.01.2025

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BID INFORMATION SHEET

The brief details of the Tender are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	Selection of Solar Power Developers for setting up of Grid- Connected Ground Mounted Solar PV Projects in HP under RESCO Mode through Tariff Based Competitive Bidding.		
(B)	TENDER NO.	Tender No HPEBL/PHE/GM SOLAR/RESCO/2025/01		
(C)	TYPE OF BIDDING SYSTEM	SINGLE STAGE SYSTEM	<input type="checkbox"/>	
		TWO STAGE SYSTEM	Yes	
(D)	TYPE OF Tender/ TENDER	E-TENDER	Yes	
		MANUAL	<input type="checkbox"/>	
(E)	COMPLETION/ CONTRACT PERIOD	As mentioned in Tender Document		
(F)	COST OF TENDER	APPLICABLE	Yes	
		NOT APPLICABLE	<input type="checkbox"/>	
		The bidder shall have to deposit cost of tender document Amounting to Rs. 2950/- (including GST) through online mode only.		
(G)	EARNEST MONEY DEPOSIT (EMD) (1%)	APPLICABLE	Yes	
		NOT APPLICABLE	<input type="checkbox"/>	
		The bidder shall have to deposit EMD through online mode only.		

(H)	PERFORMANCE BANK GUARANTEE	APPLICABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Yes
		NOT APPLICABLE	<input type="checkbox"/>	<input type="checkbox"/>	
(I)	DATE, TIME & VENUE OF PRE-BID MEETING	Date: 30.01.2025 Time: 11:30AM Venue: O/o Superintending Engineer (Design), Power House Electrical HPSEB Ltd. Sunder Nagar 175019 (H.P).			
(J)	ONLINE BID-SUBMISSION DEADLINE	As per NIT/ Tender document on www.hptenders.gov.in			
(K)	TECHNO-COMMERCIAL BID OPENING	As per NIT/Tender document www.hptenders.gov.in			
(L)	e-REVERSE AUCTION (e-RA)	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email.			
(M)	NAME, DESIGNATION, ADDRESS AND OTHER DETAILS (FOR SUBMISSION OF RESPONSE TO Tender)	All correspondence with regard to the above shall be to the following address. (By Post/By e-mail) Name of bid documentation issuance official: Designation of the officer: Superintending Engineer (Design), Power House Electrical, HPSEB Ltd, Sunder Nagar Distt. Mandi (HP). Telephone Nos.:- 01907-262596, 262696, E-mail :- sedphel@gmail.com For more information, visit <i>E-Portal</i> http://www.hptenders.gov.in			

- Bids must be submitted strictly in accordance with Section-2 and 3 of the Tender, depending upon Type of Tender as mentioned at Clause no. (D) Of Bid Information Sheet.
- Bidders are required to quote strictly as per terms and conditions of the Tender documents and not to stipulate any deviations/ exceptions.
- Any bidder, who meets the Qualifying Requirement and wishes to quote against this

Tender, may download the complete Tender document along with its amendment(s) and clarifications if any, from <http://www.hptenders.gov.in> and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.

- Clarification(s)/ Corrigendum(s) if any shall also be available on the above referred websites only.

Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the Tender document through the websites www.hptenders.gov.in. No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated only on <http://www.hptenders.gov.in>

SECTION-1

INTRODUCTION & INVITATION FOR BIDS

1 Background & Introduction

- 1.1 Himachal Pradesh State Electricity Board was constituted on 1st September, 1971 in accordance with the provisions of Electricity Supply Act (1948) and has been reorganized as Himachal Pradesh State Electricity Board Ltd. w.e.f. 14.06.2010 under Company Act 1956. Himachal Pradesh State Electricity Board Limited (HPSEBL), having its registered office at Vidyut Bhawan, Shimla- 171004. Himachal Pradesh is responsible for supply of Uninterrupted & Quality power to all categories of consumers in Himachal Pradesh at the most economical rates. This power is being supplied through a network of Transmission, Sub- Transmission & Distribution lines laid along the length and breadth of the Pradesh.
- 1.2 HPSEBL has some suitable sites to install Ground mounted solar power plant and decided to carry out the bidding and selection of Project developers through a competitive bidding process, to set up Projects under RESCO model.
- 1.3 In line with the above, HPSEBL invites proposals for setting up of Grid Connected Ground mounted Solar PV Projects in RESCO model, at different sites of ES wing in Himachal.
- 1.4 HPSEBL shall enter into a Power Purchase Agreement (PPA) with the successful Bidders selected based on this Tender for purchase of Solar Power for a period of 25 years based on the terms, conditions and provisions of the Tender and PPA. The Draft/standard PPA document is available for download from www.hptenders.gov.in , However the Draft/Standard PPA shall be finalized as per guidelines laid by HPERC and HPSEBL.
- 1.5 The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays 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 HPSEBL for any liability if Bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. HPSEBL does not however, give a representation on the availability of fiscal incentive and submission of bid by the Bidder shall be independent of such availability or non-availability as the case may be of the fiscal incentives.
- 1.6 No separate Central Financial assistance is envisaged for implementation of the projects selected under this Tender.

2 Invitation for Bids

- 2.1 Two Stage, Two-Envelope Bidding Procedure will be adopted and will proceed as detailed in the Tender Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of this Tender. The respective rights of HPSEBL

and the Bidder/SPD shall be governed by the Tender Documents/Agreement signed between HPSEBL and the SPD for the package.

- 2.2 HPSEBL invites Techno Commercial & Price Bid from the prospective bidders to participate in this Tender enquiry for the requirement of **“Selection of Solar Power Developers for setting up of grid- connected Ground mounted Solar PV projects in Himachal Pradesh under RESCO model through tariff-based competitive bidding”**.
- 2.3 Interested bidders have to necessarily register themselves on the portal <http://www.hptenders.gov.in> to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact <http://www.hptenders.gov.in> to complete the registration formalities.
- 2.4 For proper uploading of the bids on the HP Tender portal, it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal. HPSEBL in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of the Bidding Documents.
- 2.5 Bidder shall submit its proposal along with non-refundable Cost of Tender and Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet online in presence of authorized representatives of bidders who wish to be present online. Bid proposals received without the Cost of Tender and/or Earnest Money Deposit (EMD) will be rejected. **In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.**
- 2.6 Tender documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, and Formats etc. can be downloaded from the www.hptenders.gov.in. It is mandatory to download official copy of the Tender Document from www.hptenders.gov.in Portal to participate in the Tender. Any amendment(s)/corrigendum(s)/clarification(s) with respect to this Tender shall be uploaded only on www.hptenders.gov.in. The Bidder should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the above mentioned www.hptenders.gov.in.
- 2.7 HPSEBL shall conduct e-Reverse Auction (e-RA), as per provisions of Tender documents.
- 2.8 HPSEBL reserves the right to cancel/withdraw/defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.
- 2.9 **INTERPRETATIONS**
- Words comprising the singular shall include the plural & vice versa.
 - An applicable law shall be construed as reference to such applicable law including its

amendments or re-enactments from time to time.

- A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
- The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

SECTION-2

SPECIAL CONDITIONS OF CONTRACT

3 Scope of Work

- 3.1 Under this Tender, the Solar Power Developer (SPD) shall be required to set up Grid-Connected Ground mounted Solar PV (SPV) Projects, with the primary objective of supplying solar power to HPSEBL, as per the provisions of the this Tender and standard/Draft Power Purchase Agreement (PPA).
- 3.2 The Projects shall be set up under the RESCO Model. The scope of Work of the SPD, inter alia, includes All design & engineering, procurement & supply of equipment and materials, testing at manufacturers works, multi – level inspections, packing and forwarding, supply, receipt, unloading and storage at site, associated civil works, services, permits, licenses, installation and incidentals, insurance at all stages, erection, testing, commissioning, Operation and Maintenance for 25 Years, obtaining No Objection Certificate (NOC) for grid connectivity and synchronization with existing Distribution Network Grid for individual Grid Interactive Solar PV Power projects, having cumulative capacity of 8.33MW (AC).
- 3.3 Obtaining grid connectivity of the Project under this tender would be the responsibility of the bidder in accordance with the prevailing guidelines of the State Regulators HPERC. The Owner/HPSEBL could facilitate connectivity and necessary approvals; however, the entire responsibility lies with the SPD only.
- 3.4 The SPD shall take all necessary permits, approvals and licenses, insurance etc., provide training and such other items and services required to complete the scope of work mentioned above.
- 3.5 The SPD shall abide by all Statutory Laws, By Laws, Labour Laws, Factory laws, Electricity Laws etc.
- 3.6 The Projects to be selected under this scheme provide for deployment of Solar Photovoltaic Technology. However, the selection of Projects would be technology agnostic.
- 3.7 The detailed scope of work, technical specifications & standards for grid-connected solar PV systems/power plants is enclosed in Annexure-B.

4 Total capacity offered

Selection of Grid-connected Ground Mounted Solar PV Power Projects for a cumulative capacity of 8.33MW (AC) will be carried out through e-bidding followed by e-Reverse Auction process. The projects will be constructed on the different sites as per the following details:

Breakup of the Capacities for each Project:

Sr. No.	Name of ES Division	Location of Site/Project	Lot	Capacity (MW _{ac})	Cumulative Capacity (MW _{ac})
1.	Kunihar	Ground mounted Solar PV Project near 220/132/11KV S/ Stn Kunihar	I	1.80	1.80
2.	Nalagarh	Ground mounted Solar PV Project near 220/66KV S/stn Upperrla Nangal	II	5.7	5.7
3.	Mandi	Ground mounted Solar PV Project behind rest camp at Bajaura	III	0.030	0.830
	Hamirpur	Ground mounted Solar PV Project at 132/33/11kv S/stn Kanghain		0.8	
Total				8.33MW _{ac}	

5 Maximum Eligibility for Contracted Capacity Allocation for a Bidder

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

- 5.1 A total of three Projects will be allocated under this tender, as specified at Clause 4. A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering tariff, separately, for maximum four projects.
- 5.2 The maximum capacity that will be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be limited to the cumulative capacity of the said three projects.
- 5.3 The evaluation of bids shall be carried out as described in Section-5 of the Tender. The methodology for allocation of projects is elaborated in Section-5 of the Tender.
- 5.4 Subject to the exception as per Clause 5.1 above, multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

6 Project Location

- 6.1 The Projects shall be installed at the designated locations under different Electrical System Division of HPSEBL. The projects shall be installed by the successful Bidder at its own cost, risk and responsibility. Solar PV projects to be installed at the locations as per Clause 4.

To facilitate the Bidders, list of project has been enclosed as Annexure-B. The bidders may visit the respective sites and assess the feasibility of project, installation capacity in consultation with respective Project/site in charge. However, the entire responsibility of identifying the site and supply the minimum energy requirement as per the Tender will be of the Successful Bidder. **HPSEBL shall not bear any responsibility in this regard.**

6.2 Project Configuration:

The term “Project” shall have the meaning as defined in Section 6 of the Tender. PPA for each project/sites will be signed separately.

7 Connectivity with the Grid

- 7.1 The Project should be designed for interconnection with the grid in accordance with prevailing HPERC/HPSEBL regulations in this regard. For interconnection with the grid and metering, the SPD shall abide by applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other regulations/procedures (as amended from time to time) issued by HPERC, and any other regulations of the HPSEBL where the Project is located.
- 7.2 The interconnection of each of the projects with the grid shall be the single point, for each project/site under Connectivity details given by HPSEBL, in line with applicable regulation/ rules where Solar Power is delivered by the SPD from the Project/Site to the HPSEBL.
- 7.3 The responsibility of getting connectivity and necessary approvals for grid connection and net-metering shall entirely be with the SPD and shall be at the risk and cost of the SPD. The transmission of power up to, and including at the point(s) of interconnection where metering is done for energy accounting, shall be the responsibility of the SPD at its own cost. The maintenance of transmission system up to and including at the Interconnection point shall be responsibility of the SPD, to be undertaken entirely at its risk and cost.
- 7.4 Metering arrangement of each Project/site shall have to be adhered to in line with relevant clauses of the PPA. The entire cost of transmission (if applicable) including cost of construction of line, wheeling charges, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection point will be borne by the SPD.

8 Energy Supply by the Solar Power Developer

8.1 Criteria for Energy Supply

The Annual Energy to be supplied in MWh from Projects to be set up by the Bidders shall be equal to or more than the values specified in the table below:

Sr. No.	Name of ES Division	Location of Site/Project	Lot	Capacity (MW _{ac})	Annual Energy to be supplied (MU)
1	Kunihar	Ground mounted Solar PV Project near 220/132/11KV S/ Stn Kunihar	I	1.80	3.26
2	Nalagarh	Ground mounted Solar PV Project near 220/66KV S/stn Upperrla Nangal	II	5.7	10.32
3	Mandi	Ground mounted Solar PV Project behind rest camp at Bajaura	III	0.030	.0543
	Hamirpur	Ground mounted Solar PV Project at 132/33/11kv S/stn Kanghain		0.8	1.45

It shall be the responsibility of the SPD, entirely at its cost and expense to install such

number of Solar panels and associated equipment as may be necessary to achieve the required Annual Energy supply. For any Contract Year, except for the Contract Year ending on 31st March immediately after the date of commencement of power from the Project, the SPD shall annually supply minimum energy amounting to 80 % of the Annual Energy to be supplied from the project as per table above, till the end of the PPA term. The lower limit will, however, be relaxable to the extent of non-availability of grid, during solar generation hours, for evacuation. The annual Energy Supply will be calculated every year from 1st April of the year to 31st March next year. Relaxation to the non-availability of grid beyond the control of SPD need to be certified by HPSEBL. Further, duly signed hindrance register shall be maintained during the time of execution and O&M.

8.2 Shortfall in Energy Supply

Subsequent to Project commissioning, if for any Contract Year, except for the first year after Project commissioning, it is found that the SPD has not been able to supply annual minimum energy as per the requirement within the permissible lower limit of Annual Energy to be supplied, the penalty shall be levied on the SPD at the PPA tariff for the shortfall in energy terms, in accordance with terms of the PPA.

9 Commissioning of Projects

Commissioning of the Project shall be carried out by the SPD in line with the procedure as per the PPA document. HPSEBL may authorize any individual or committee or organization to witness and validate the commissioning procedure on site. Commissioning certificates shall be issued by the HPSEBL after successful commissioning.

9.1 Commissioning Schedule and Liquidated Damages Not Amounting to Penalty for Delay in Commissioning

- a. The SCD shall be the date as on **6 months** from the Effective Date of PPA.
- b. The maximum time period allowed for commissioning of the full Project Capacity with applicable liquidated damages, shall be limited to the date as on **6 months** from the SCD or the extended SCD (if applicable) (for e.g. if SCD of the Project is 04.06.2027, then the above deadline for Project commissioning shall be 04.12.2027).
- c. In case of delay in commissioning of the Project beyond the SCD until the date as per Clause 9.1.b above, as part of the liquidated damages, the total PBG amount for the Project shall be encashed on per-day-basis. For example, in case of a Project of 45 kW capacity, if commissioning of full project capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (18/180). For the purpose of calculations of the liquidated damages, 'month' shall be considered consisting of 30 days.
- d. In case Commissioning of the Project is delayed beyond the date as per Clause 9.1.b above, the PPA capacity shall stand reduced/amended to the Project Capacity commissioned and the PPA for the balance capacity will stand terminated.

9.2 Early Commissioning

The SPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the Scheduled Commissioning Date, subject to availability of connectivity. Early commissioning of the entire capacity of the Project will be allowed solely at the risk and cost of the SPD, and HPSEBL shall purchase the energy from such entire capacity of early commissioned Project at the PPA tariff. COD of the Project under the PPA will be the date on which the commissioning certificate is issued upon successful commissioning of the full capacity of the Project.

10 Operation & Maintenance (O&M) Guidelines to be mandatorily followed by the SPD

10.1 The SPD shall be responsible for all the required activities for successful O&M of the Solar PV system for the PPA term from the date of commissioning of the Project.

10.2 Following guidelines shall be followed in this regard. In addition, O&M practices shall be strictly followed.

- i. O&M of the Project shall be compliant with grid requirements to achieve committed energy generation.
- ii. Deputation of qualified and experienced engineer/ technicians till the O&M period at project site.
- iii. Periodic cleaning of solar modules. The modules shall be cleaned with a periodic interval of 15 days or as and when required as per actual site conditions. It's the responsibility of the SPD to get the modules cleaned during O&M Period.
- iv. A "hindrance register" shall be maintained to record any issues affecting Project O&M. The same shall be duly signed by both parties of the PPA.
- v. Periodic checks of the Modules, PCUs and BoS shall be carried out as a part of routine, preventive and breakdown maintenance.
- vi. Supply of all spares, consumables and fixtures as required. Such stock shall be maintained for all associated equipment and materials as per manufacturer's / supplier's recommendations.
- vii. All the testing instruments required for Testing, Commissioning and O&M for the healthy operation of the Plant shall be maintained by the SPD. The testing equipment must be calibrated once in a year from NABL accredited labs and the certificate of calibration must be kept for reference as required.
- viii. If negligence/ mal-operation on part of the SPD's operator results in failure of equipment, such equipment should be repaired/ replaced by the SPD free of cost.
- ix. Co-ordination with HPSEBL as per the requirement for Joint Meter Reading (JMR) Report. The person-in-charge present at site from the SPD's side shall take a joint meter reading in the presence of site in-charge on a monthly basis on first day of every

month.

- x. Online Performance Monitoring, controlling, troubleshooting, maintaining of logs sheets & records. A maintenance record register is to be maintained by the operator with effect from Commissioning to record the daily generation, regular maintenance work carried out as well as any preventive and breakdown maintenance along with the date of maintenance, reasons for the breakdown, duration of the breakdown, steps taken to attend the breakdown, etc.
- xi. If any jobs covered in O&M Scope as per Tender are not carried out by the SPD during the O&M period, the HPSEBL shall take appropriate action as deemed fit. HPSEBL reserves the right to make surprise checks/ inspection visits at its own or through authorized representative to verify the O&M activities being carried out by the SPD. Failure to adhere to above guidelines may result in penal action including debarring from participation in next tender.
- xii. It is up to SPD to decide on the source and amount of water to be supplied for module cleaning during O&M period.

SECTION-3

STANDARD CONDITIONS OF CONTRACT

11 Obtaining Tender Documents

Interested Bidders have to download the official copy of Tender & other documents after login into the www.hptenders.gov.in portal by using the Login ID & Password provided by www.hptenders.gov.in during registration. The bidder shall be eligible to submit/upload the bid document only after logging into the www.hptenders.gov.in portal and downloading the official copy of Tender.

12 Cost of Tender

Prospective Bidders are required to submit their Project proposals in response to this Tender document along with a non-refundable tender fee as mentioned in the Bid Information Sheet. A Bidder will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet.

Bids submitted without Tender Cost or Earnest Money Deposit (EMD) (as applicable) (including partial submission of any one of the respective amounts), may be liable for rejection by HPSEBL.

13 Project Scope & Technology Selection

Under this Tender, the SPD shall set up the Project including the dedicated transmission network up to the Interconnection/Delivery point, at its own cost and in accordance to the provisions of this Tender document. All approvals, permits and clearances required for setting up of the Project and/or dedicated transmission network up to the Interconnection/Delivery point (along with connectivity), including those required from State Government and local bodies, shall be in the scope of the SPD. The Projects to be selected under this Tender provide for deployment of Solar Power Technology. However, the selection of Projects would be technology agnostic.

14 Earnest Money Deposit (EMD)

Based on the Project capacity committed by the Bidder for the project as part of its response to Tender, Earnest Money Deposit (EMD) shall be submitted as per the following table:

Sr. No.	Lot	Name of ES Division	Location of Site/Project	EMD (Rupees)
1	I	Kunihar	Ground mounted Solar PV Project near 220/132/11KV S/ Stn Kunihar	6,73,686/-
2	II	Nalagarh	Ground mounted Solar PV Project near 220/66KV S/stn Upperrla Nangal	21,33,340/-
3	III	Mandi	Ground mounted Solar PV Project behind rest camp at Bajaura	3,13,665/-
		Hamirpur	Ground mounted Solar PV Project at 132/33/11kv S/stn Kanghain	
Total				31,20,691/-

The Bidder has to submit EMD for the complete package.

14.1 Forfeiture of EMD:

The EMD shall be forfeited by HPSEBL in following cases:

- a. If the Bidder withdraws or varies the bid after due date and time of bid submission and during the validity Period of bid;
- b. In case, HPSEBL offers to execute the PPA with the Successful Bidder and if the Successful Bidder does not execute the PPA within the stipulated time period;
- c. If after issuance of LoA, it is found that the documents furnished by the Bidder as part of response to Tender are misleading or misrepresented in any way;
- d. If the Bidder fails to furnish required Performance Bank Guarantee in accordance with Clause 15 of the Tender.

15 Performance Bank Guarantee (PBG)

- 15.1 Bidders selected by HPSEBL based on this Tender shall submit Performance Guarantee for the project for a value determined as per the following table:

Sr. No.	Lot	Name of ES Division	Location of Site/Project	PBG (Rupees)
1	I	Kunihar	Ground mounted Solar PV Project near 220/132/11KV S/ Stn Kunihar	67,36,860/-
2	II	Nalagarh	Ground mounted Solar PV Project near 220/66KV S/stn Upperrla Nangal	2,13,33,400/-
3	III	Mandi	Ground mounted Solar PV Project behind rest camp at Bajaura	31,36,653/-
		Hamirpur	Ground mounted Solar PV Project at 132/33/11kv S/stn Kanhain	

PBG shall be submitted prior to signing of PPA. It may be noted that Successful Bidders shall submit the Performance Guarantee according to the Format 7.3 with a validity period up to (& including) the date as on 12 months after the Scheduled Commissioning Date of the Project. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, EMD shall be returned by HPSEBL to the successful Bidder. It may be noted that PPA will be signed only upon successful verification of the PBG submitted by the SPD. Electronic Bank Guarantee (e- BG) is also acceptable against PBG under this Tender. Prior to signing of PPA, in case of any shortfall in validity of the PBG, the same will be acceptable, subject to the condition that the PBG validity is enhanced by the SPD prior to expiry of validity of the PBG.

- 15.2 All Performance Bank Guarantees (PBGs) shall be submitted separately for each Lot/project. The PBGs will be issued in favor of HPSEBL.

The PBGs are required to be submitted in the name of the entity signing the PPA. In case

of PPA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG may be submitted in the name of the successful bidder at an earlier date, if the bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of the SPV, prior to signing of PPA, subject to submission of Board Resolution from the Successful Bidder to transfer the project to its SPV and Board Resolution from the SPV accepting the said Project from the Successful Bidder.

- 15.3 The SPD shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of Bank Guarantee. In case of the Project being implemented through an SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Clause 30.4 of the Tender.
- 15.4 The format of the Bank Guarantee prescribed in the Format 7.3 (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the PBG and consequently, the Project. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed.
- 15.5 HPSEBL has agreed to accept the PBG in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the PBG shall be encashable for being appropriated by HPSEBL in terms of the guarantee as in the case of appropriation of the cash deposit lying with HPSEBL.
- 15.6 The selected Bidder for the Project selected based on this Tender is required to sign PPA with HPSEBL within the timeline as stipulated in Clause 17 of the Tender. In case, HPSEBL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the EMD shall be encashed by HPSEBL. The selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect. It is further clarified that the Penalties are genuine pre-estimate and Bidder/SPD agrees that in case of invocation of BG, HPSEBL is under no obligation to produce any estimate of loss in this regard.
- 15.7 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.
- 15.8 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/SPDs. Any Bank Guarantee or amendment to be submitted as part of the bidding process/ contract execution, shall be effective only when the BG issuance message is transmitted To HPSEBL.

The PBG of SPDs shall be returned to them, after successful commissioning of their projects after taking into account any liquidated damages due to delays in commissioning as per Clause 9 of the Tender.

16 Service Charges: Not Applicable

17 Power Purchase Agreement (PPA)

- 17.1 The HPSEBL shall enter into Power Purchase Agreements (PPAs) with Bidders selected based on this Tender. A copy of standard PPA to be executed between the two parties is available on the alongwith Tender Document. The PPA shall be signed within 30 days from the date of issue of Letter of Award (LoA), if not extended by HPSEBL. (for e.g. If the LoA is dated 05-04-2025, then the last date of signing of PPA shall be 04- 05-2025). Subsequent extension in this timeline shall be finalized as mutually agreed by the HPSEBL and the SPD. PPA will be executed between HPSEBL and selected bidder, or its SPV, separately for each Project/Site. The PPA shall be valid for a period of 25 years from date of commissioning of the Project.

Bidder has to make the complete and careful examinations of respective regulation of net metering, as per HPERC/CERC regulations etc. before signing of PPA with HPSEBL.

- 17.2 The PPAs shall be valid for a period of 25 years from the date of Project Commissioning, i.e. the Commercial Operation Date (COD) of the Project. Any extension of the PPA term beyond this shall be carried out through mutual agreement between the SPD and HPSEBL.

- 17.3 The Performance Bank Guarantee as per Clause 15 above, shall be submitted by the SPD prior to signing of PPA. Before signing of PPA, HPSEBL will verify the shareholding of the Project Company along with a copy of complete documentary evidence. If at this stage, it is found that the documents furnished by the SPDs are false/ misleading or misrepresented in any way, then the provisions contained in this Tender will be applicable.

HPSEBL will issue necessary go-ahead for signing of PPA, upon verification of compliance of pre-requisites by the SPD as brought out above. The PBG will be required to be submitted to HPSEBL for verification.

HPSEBL shall facilitate the PPA signing process and will bear no responsibility whatsoever on account of non-availability of land and/or non-execution of PPA for any particular project.

18 Minimum Paid Up Share Capital to be Held by Project Promoter

- 18.1 The Bidder shall provide complete information in their bid in reference to this Tender about its promoters and upon issuance of LoA, the SPD shall indicate its shareholding in the company indicating the controlling shareholding before signing of PPA with HPSEBL.
- 18.2 No change in the controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to Tender till the execution of the PPA.

Following shall not be considered as change in shareholding as mentioned above:

- i. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.

- ii. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
 - iii. Death, Marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvency, insanity of existing shareholders. Transfer of shares within the members of Immediate Promoter Group only.
 - iv. Transfer of shares to IEPF.
 - v. Issue of Bonus Shares.
- 18.3 In case of Project being executed through SPVs: The Selected Bidder executing the project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after the COD. In the event the selected 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 01 (one) year after COD. Further, the successful bidder shall ensure that its promoters shall not cede control of the bidding company till 1 (one) years from the COD. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- 18.4 In case of the selected Bidder itself executing the PPA, it shall ensure that its promoters shall not 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), till 01 (one) year after the COD. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- 18.5 In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 01 (one) year after COD.
- 18.6 Any change in the shareholding after the expiry of 01 year after COD can be undertaken under intimation to HPSEBL
- 18.7 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 INR 10 Lakh per Project +18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the SPD to HPSEBL

19 Instructions to Bidders for Structuring of Bid Proposals in Response to Tender

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

- i. Covering Letter as per **Format 7.1**
- ii. 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 7.2.**
- iii. Performance Bank Guarantee as per format **7.3.**

- iv. Board Resolutions, as per prescribed formats enclosed as per **Format 7.4** 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 Tender and in the event of selection of the Project(s) and to sign the PPA with HPSEBL. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.
 - b. Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium); and
 - c. Board Resolutions from each of the Consortium Members 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.
- v. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 7.5** along with Board resolution from each Member of the Consortium for participating in Consortium.
- vi. Format for Financial Requirements as per **Format 7.6** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.
- vii. Undertaking regarding no willful default and no major litigation pending as per **Format 7.7**.
- viii. A disclosure statement as per **Format 7.8/ 7.8A** regarding participation of any related companies in the bidding process.
- ix. Attachments
 - a. Memorandum of Association, Article of Association of the Bidder needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development.
 - In case, there is no mention of the above provisions in the MoA/ AoA of the Bidder, 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), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development has to be submitted prior to signing of PPA.
 - b. Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.
 - c. A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/Company Secretary as on a date within 30 days prior to the last date of bid submission. HPSEBL 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 Tender conditions have been complied with and the bidder will ensure submission of the same within the required time lines.

- d. Certified copies of annual audited accounts for the last financial year, i.e. FY 2023-24, or provisional audited accounts, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (as applicable), shall be required to be submitted.
- e. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.

20 Important Notes and Instructions to Bidders

- 20.1 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.
- 20.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of Tender.
- 20.3 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 Tender, in any manner whatsoever, HPSEBL reserves the right to reject such response to Tender and/or cancel the Letter of Award, if issued, and the Bank Guarantee/ 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 Tender.
- 20.4 If the event specified at Clause 20.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- 20.5 Response submitted by the Bidder shall become the property of the HPSEBL and HPSEBL shall have no obligation to return the same to the Bidder.
- 20.6 All documents of the response to Tender (including Tender and subsequent Amendments/ Clarifications/ Addenda, PPA) submitted online must be digitally signed by the person authorized by the Board as per Format 7.4.
- 20.7 The response to Tender shall be submitted as mentioned in Clause 19 of the Tender. No change or supplemental information to a response to Tender will be accepted after the scheduled date and time of submission of response to Tender. However, HPSEBL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to Tender.
- 20.8 All the information should be submitted in English language only.
- 20.9 Bidders shall mention the name of the contact person, complete address and contact details of the Bidder in the covering letter.
- 20.10 Response to Tender that are incomplete, which do not substantially meet the requirements

prescribed in this Tender, will be liable for rejection by HPSEBL.

- 20.11 Response to Tender not submitted in the specified formats will be liable for rejection by HPSEBL.
- 20.12 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 20.13 Non-submission and/ or submission of incomplete data/ information required under the provisions of Tender shall not be construed as waiver on the part of HPSEBL of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- 20.14 Only Himachal High Court shall have exclusive jurisdiction in all matters pertaining to this Tender.
- 20.15 All the financial transactions to be made with HPSEBL including delay charges, and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the Tender/PPA.

21 Non-Responsive Bid

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

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

- (a) Non-submission of the requisite Tender cost as mentioned in the Bid Information Sheet.
- (b) Response to Tender not received by the due date and time of bid submission.
- (c) Any indication of tariff in any part of response to the Tender, other than in the financial bid.
- (d) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
- (e) 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 Tender, then all these bids submitted shall be treated as non-responsive and rejected.

In any of the above cases, the bid shall not be considered for bid opening and evaluation process.

22 Method of Submission of Response to Tender by the Bidder

22.1 Documents to be Submitted Online

The bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the forms.

All documents of the response to Tender submitted online must be digitally signed and

uploaded on the website, www.hptenders.gov.in. which should contain the following:

I. Technical Bid (First)

The Bidder shall upload single technical bid containing scanned copies of the following documents duly signed and stamped on each page by the authorized signatory as mentioned below.

- a. Formats - 7.1, 7.2 7.3, 7.4, 7.5, 7.6, 7.7 and 7.8/7.8A, as elaborated in Clause 19 of the Tender.
- b. All attachments elaborated in Clause 19 of the Tender, under the sub-clause ix: Attachments, with proper file names.
- c. All supporting documents regarding meeting the eligibility criteria.

The Bidder will have to fill the Electronic Form provided at the www.hptenders.gov.in portal as part of Technical Bid.

II. Financial Bid (Second)

- a) Bidders shall submit the single Financial Bid in online portal as per **Format 7.9** of this tender document.
- b) Bidding Parameter:
 - i. **For each project, as a part of financial bid submission, only a single Tariff (Rs./kWh), shall have to be filled online in the Electronic Form provided at the HP Tender portal. The Tariff shall remain fixed for the complete term of PPA. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.**
 - ii. The above tariff-fixed for the term of the PPA-shall include all costs related to the Scope of Work as per the Tender and Obligations of the SPD under the PPA. The Bidder shall quote for the entire facilities on a “single responsibility” basis such that the tariff covers all the obligations in respect of Design, Supply, Erection, Testing and Commissioning including Insurance, Warranty, Operation & Maintenance (25 years), inclusive of all taxes. The fixed tariff should be quoted while accounting for the cost of grid- connectivity and net-metering application/security deposit etc. All costs associated with net-metering will have to be borne by the successful Bidder/SPD.
 - iii. The tariff shall remain firm and fixed and shall be binding on the Successful Bidder/SPD for the term of the PPA irrespective of actual cost of execution of the Project. No escalation on the tariff will be granted for any reason whatsoever. The SPD shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever.

- iv. The fixed tariff shall be inclusive of all duties and taxes, insurance etc. The prices quoted by the firm shall be complete in all respect and no price variation/adjustment shall be payable by the HPSEBL.

Note: The Bidder is required to quote the Tariff up to two decimal places. In case of submission of Tariff with more than two decimal places, digits after two decimal places will be discarded (for e.g. a Tariff quoted of 3.567 by the Bidder will be read as 3.56).

Important Note:

- a. The Bidders shall not deviate from the naming and the numbering formats of envelopes mentioned above, in any manner.
- b. In case a Bidder has paid Tender cost for this Tender and chooses not to participate in the bidding process (i.e. the Bidder does not submit any of the online), the respective amounts paid to HPSEBL will not be refunded to the respective Bidder.

23 Validity of the Response to Tender

The Bidder shall submit the response to Tender which shall remain valid up to the date as on 12 months from the last date of bid submission (“Bid Validity”). HPSEBL reserves the right to reject any response to Tender which does not meet the aforementioned validity requirement.

24 Bid Preparation Cost

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

25 Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments

- 25.1 Clarifications/ Doubts, if any, on Tender document may be emailed on sedphel@gmail.com.
- 25.2 HPSEBL will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. If necessary, amendments, clarifications, elaborations shall be issued by HPSEBL which will be notified on www.hptenders.gov.in. No separate reply/ intimation will be given for the above, elsewhere.
- 25.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet.
- 25.4 Enquiries/ Clarifications up to award of contract may be sought by the Bidder from following point of contacts in HPSEBL:

Name of the Authorized Person of HPSEBL	Contact Details
Er. Nariender Thakur SE(Design)	7018794702
Er. Ashwini Thakur Addl. SE	8628844049

26 Right of HPSEBL to Reject a Bid

HPSEBL reserves the right to reject any or all of the responses to Tender or cancel the Tender or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled at any stage subsequent to bid submission and prior to issuance of LoAs, the EMD submitted by the Bidders shall be returned to the respective Bidders (if applicable).

Note: In the event of cancellation of LoAs prior to signing of PPAs, Tender cost will not be refunded. In case no PPA is signed by the Selected Bidder against the awarded capacity, on account of reasons solely attributable to the Selected Bidder, the EMD paid by the Successful Bidder will not be refunded by HPSEBL. However, in case no PPA is signed on account of reasons attributable to HPSEBL, the EMD paid by the Bidder will be refunded by HPSEBL.

27 Post Award Compliances

Timely completion of all the milestones i.e. signing of PPA, meeting Conditions Subsequent (PPA), Commissioning etc. will be the sole responsibility of SPD. HPSEBL shall not be liable for issuing any intimations/ reminders to SPDs for timely completion of milestones and/ or submission of compliance documents.

Any checklist shared with SPD by HPSEBL for compliance of above- mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of Tender and PPA must be timely submitted by the SPD.

SECTION-4

QUALIFICATION REQUIREMENTS FOR BIDDERS

Short listing of Bidders will be based on the following Criteria:

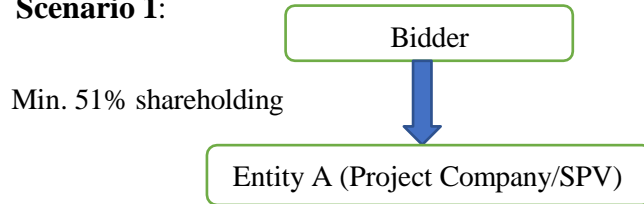
28 General Eligibility Criteria

Bidders participating in the Tender will be required to meet the following eligibility criteria (as applicable).

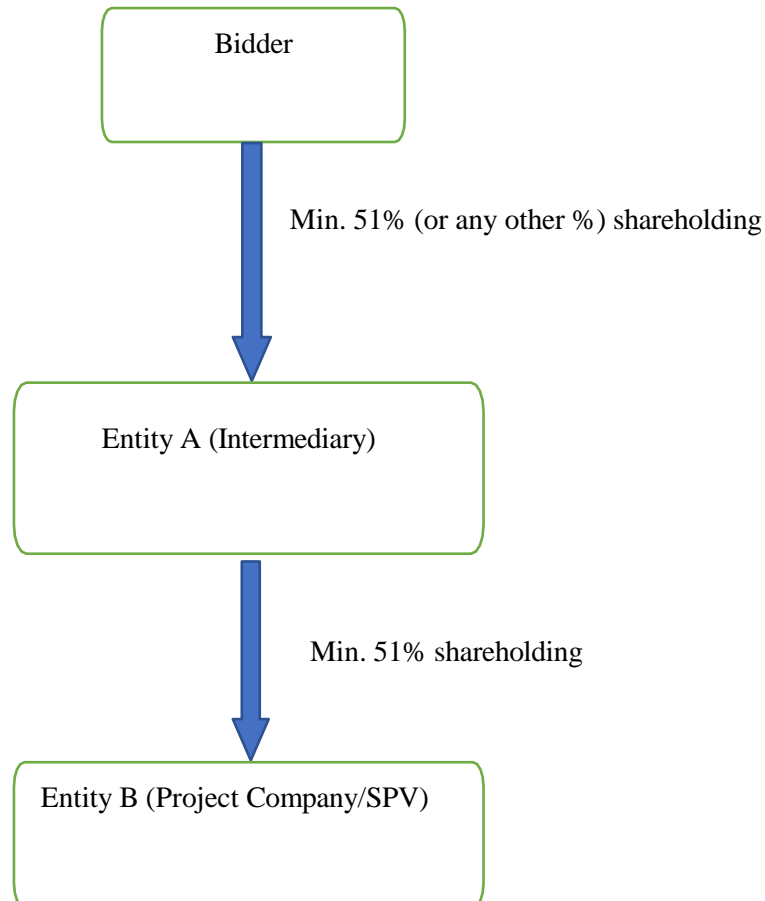
- 28.1 The bidder shall be a Company as defined.
- 28.2 Bidding Consortium with one of the Companies as the Lead Member. Consortium shortlisted and selected based on this Tender has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be the identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 7.5).
- 28.3 A Bidder which has been selected as Successful Bidder based on this Tender can also execute the Project through a Special Purpose Vehicle (SPV) i.e., a Project Company especially incorporated/acquired as a subsidiary Company of the Successful Bidder for setting up of the Project, with at least 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA. Multiple SPVs may also be utilized for executing more than one Project.
- 28.4 Proprietorships, Partnerships, Trusts, NGOs, and Limited Liability Partnership (LLPs) are not eligible for participation on an individual basis or as part of a Consortium/JV.
- 28.5 The Bidder or any of its Affiliates should not be a willful defaulter to any lender, and that there is no 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. The Bidder shall submit an undertaking to this effect.

28.6 For avoidance of doubt, it is clarified that the subsidiary Company as mentioned in Clauses 28.3 and 28.4 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same:

Scenario 1:



Scenario2:



As per provisions of the Tender, only Scenario 1 will be permissible under this Tender.

29 Technical Eligibility Criteria

- 29.1 Under this Tender, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of the Tender.
- 29.2 Detailed technical parameters for Solar PV Projects to be met by SPDs are at Annexure-B. The Bidders shall strictly comply with the technical parameters detailed in the Annexure-B. Further, the provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject “Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg.” and its subsequent amendments and clarifications issued until the bid submission deadline, shall be applicable for this Tender. The modules used in the Project under this Tender should have been included in the List-I under the above Order, valid as on the date of invoicing of such modules.
- 29.3 The Bidder must have experience in Design, Supply, Installation & Commissioning of Grid Connected Ground mounted Solar PV Power Plants of cumulative Capacity as stated below for the projects quoted for in the last 07 (Seven) Financial Years prior to the bid submission deadline of this Tender. The Solar PV Power Plants must be commissioned and should be operating satisfactorily for a period not less than 1 year. The last date of bid submission will be the cut-off date for consideration of such experience.

AND

The Bidder must have experience in Design, Supply, Installation & Commissioning of at least 02 (Two) Grid Connected Solar PV Power Plants of individual minimum capacities as stated below for the projects quoted for in the last 07 (Seven) Financial Years prior to the bid submission deadline of this Tender. The Solar PV Power Plants must be commissioned and should be operating satisfactorily for a period not less than 1 year. The last date of bid submission will be the cut-off date for consideration of such experience.

Sr. No.	Name of ES Division	Name of project/Site	Lot	Minimum Cumulative Experience (kW)	At least 2 projects of minimum capacity each (kW)
1	Kunihar	Ground mounted Solar PV Project near 220/132/11KV S/ Stn Kunihar	I	900	180
2	Nalagarh	Ground mounted Solar PV Project near 220/66KV S/stn Upperrla Nangal	II	2850	570
3	Mandi	Ground mounted Solar PV Project behind rest camp at Bajaura	III	415	83
	Hamirpur	Ground mounted Solar PV Project at 132/33/11kv S/stn Kanghain			

The Bidder shall submit applicable contract(s) and Project commissioning certificate(s) for the respective Project(s) and a certificate from the respective client(s) certifying satisfactory operation of the plant(s). The bidder shall submit the experience of the ground mounted PV Projects to meet the above said technical criteria.

30 Financial Eligibility Criteria

30.1 Net-Worth

- i. The Bidder has to demonstrate the minimum Net-worth requirement based on the number of projects quoted for, as per the following table:

Sr. No.	Name of ES Division	Name of project/Site	Lot	Minimum Net Worth (Rupees)
1	Kunihar	Ground mounted Solar PV Project near 220/132/11KV S/ Stn Kunihar	I	67,36,860/-
2	Nalagarh	Ground mounted Solar PV Project near 220/66KV S/stn Upperrla Nangal	II	2,13,33,400/-
3	Mandi	Ground mounted Solar PV Project behind rest camp at Bajaura	III	31,36,653/-
	Hamirpur	Ground mounted Solar PV Project at 132/33/11kv S/stn Kanghain		

It is clarified that if a bidder quotes for more than 1 project then the bidder is required to demonstrate the cumulative Net-worth of the minimum Net-worth's of the projects quoted for.

- ii. The above Net Worth shall be demonstrated by the Bidder as on the last date of previous Financial Year, i.e., FY 2023-24 or as on the day at least 7 days prior to the bid submission deadline.
- iii. 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 PBG in case the Bidder(s) fail to do so in accordance with the Tender.
- iv. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.

AND

30.2 Minimum Average Annual Turnover

The Bidder shall demonstrate a Minimum Average Annual Turnover (MAAT) based on the number of projects quoted for, as per the following table:

Sr. No.	Name of ES Division	Name of project	Lot	MAAT (Rupees)
1	Kunihar	Ground mounted Solar PV Project near 220/132/11KV S/ Stn Kunihar	I	1,13,12,200/-
2	Nalagarh	Ground mounted Solar PV Project near 220/66KV S/stn Upperrla Nangal	II	3,58,10,400/-
3	Mandi	Ground mounted Solar PV Project behind rest camp at Bajaura	III	52,64,000/-
	Hamirpur	Ground mounted Solar PV Project at 132/33/11kv S/stn Kanghain		

The MAAT shall be demonstrated by the Bidder for the last three financial years, i.e. 2023-24, 2022-23, and 2021-22. It is hereby clarified that “Other Income” as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.

AND

30.3 Liquidity

The Bidder shall demonstrate minimum Working Capital (WC) or Line of Credit based on the number of projects quoted for, as per the following table:

Sr. No.	Name of ES Division	Name of project	Lot	Minimum WC or Line of Credit(in rupees)
1	Kunihar	Ground mounted Solar PV Project near 220/132/11KV S/ Stn Kunihar	I	1,34,73,720/-
2	Nalagarh	Ground mounted Solar PV Project near 220/66KV S/stn Upperrla Nangal	II	4,26,66,800
3	Mandi	Ground mounted Solar PV Project behind rest camp at Bajaura	III	62,73,306/-
	Hamirpur	Ground mounted Solar PV Project at 132/33/11kv S/stn Kanghain		

The WC shall be demonstrated by the Bidder for the last Financial Year, 2023-24 (as per the last audited financial statement). If the bidder’s working capital is inadequate, the bidder should supplement this with a letter from the bidder’s bank, having net worth not less than INR 500 Crores, confirming availability of the line of credit to meet the working Capital requirement of this particular Project.

30.4 The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clauses 30.1, 30.2 and 30.3 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate. In this case, a Bidder can use the credential of only a single affiliate to meet all the financial eligibility criteria. In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate, undertaking to contribute the required equity funding and Performance Bank Guarantees in case the Bidder(s) fail to do so in accordance with the Tender. In case of

non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate, undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate shall be required to be submitted prior to signing of PPA.

30.5 For the purposes of meeting financial requirements, only latest unconsolidated audited 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 twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such Companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other response to this Tender.

30.6 A Company/Consortium would be required to submit annual audited accounts for the last FY, 2023-24, or as on the day at least 7 days prior to the bid submission deadline, along with net worth, annual turnover, working capital certificate (if applicable) from a practicing Chartered Accountant/Statutory Auditor to demonstrate fulfillment of the criteria.

Note: In case of bidder seeking eligibility using credential of foreign Parent/Ultimate Parent/Affiliate entity, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this Tender falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts or provisional accounts as on the day at least 7 days prior to the bid submission deadline, are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

30.7 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.

30.8 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 certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 30.6 above.

30.9 In case the response to Tender is submitted by a Consortium, then the financial eligibility requirement (both the Net-Worth and Liquidity requirements) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each member in the Project Company.

For example, if two companies A and B form a Consortium with equity participation in

70:30 ratio and submit their bid for any project, then, total Net-Worth to be met by the Consortium is Rs. 1,00,00,000/-. Minimum requirement of Net-Worth to be met by Member A would be Rs. 70,00,000/- and the one to be met by Member B would be Rs. 30,00,000/-. Similar methodology shall be followed for computation of other requirements.

- 30.10 **Note:** Wherever applicable, audited accounts for the FY 2023-24 will be required to be submitted for meeting the qualification requirements. In case the audited annual accounts of FY 2023-24 are not available, then audited annual accounts of FY 2022-23 can be considered.

SECTION-5

BID EVALUATION AND SELECTION OF PROJECTS

31 Bid Evaluation

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions of this Tender. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

32 Techno-Commercial Evaluation of Bidders (Step 1)

- 32.1 The first envelope (Techno-commercial Bid submitted online) of only those bidders will be opened by HPSEBL whose required documents as mentioned at Clause 22 of the Tender are received by HPSEBL.
- 32.2 Documents (as mentioned in the previous clause) received after the bid submission deadline as specified by HPSEBL, shall be rejected.
- 32.3 Subject to Clause 22 of the Tender, HPSEBL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the Tender. During the examination of the bids, HPSEBL may seek clarifications/additional documents to the documents submitted etc. from 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 HPSEBL within 03 (three) days from the date of such intimation from HPSEBL. All correspondence in this regard shall be made through email only. 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. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. HPSEBL shall not be responsible for rejection of any bid on account of the above.
- 32.4 The response to Tender submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per the Tender.

33 Financial Bid Evaluation (Step 2)

- 33.1 Second Envelope (containing First Round Tariff) of only those bidders shall be opened whose technical bids are found to be qualified as per the Tender.
- 33.2 In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the

“**Tariff**”, quoted by the Bidder in the Electronic Form of Financial Bid. The “**Tariff**” shall be quoted in **Rs./kWh** for the entire term of the PPA. After this step, the shortlisted bidders shall be invited for the e-Reverse Auction.

33.3 For each project, the Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single “First Round Tariff” in Indian Rupee per kWh for all the Projects applied for. **The tariff has to be quoted in Indian Rupee per kWh up to two places of decimal only.** If it is quoted with more than two digits after decimal, digits after first two decimal places shall be ignored. (For e.g. if the quoted tariff is INR 2.337, then it shall be considered as INR 2.33).

33.4 In this step, evaluation will be carried out separately for each project for the project capacities as mentioned in table below, based on the tariff quoted by Bidders.

Sr. No.	Name of ES Division	Location of Site/Project	Lot	Capacity (MW _{ac})	Cumulative Capacity (MW _{ac})
1	Kunihar	Ground mounted Solar PV Project near 220/132/11KV S/ Stn Kunihar	I	1.80	1.80
2	Nalagarh	Ground mounted Solar PV Project near 220/66KV S/stn Upperrla Nangal	II	5.7	5.7
3	Mandi	Ground mounted Solar PV Project behind rest camp at Bajaura	III	0.030	0.830
	Hamirpur	Ground mounted Solar PV Project at 132/33/11kv S/stn Kanghain		0.8	
Total				8.33MW _{ac}	

33.5 On completion of Techno-Commercial bid evaluation, if it is found that for each projects, only one or two Bidder(s) is/are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of HPSEBL. Thereafter, HPSEBL will take appropriate action as deemed fit.

33.6 Deleted.

33.7 Deleted.

33.8 Deleted.

34 e-Reverse Auction (Step 3)

34.1 The e-reverse auction for the total tendered capacity shall be conducted on the portal <https://www.hptender.gov.in>, on the days as intimated by HPSEBL to the eligible bidders. **e-Reverse Auction will be conducted separately for each project under Clause 4 of the Tender. Following provisions will be applicable separately for each project.**

Rules of the auction process are contained in Annexure-A of the Tender. As part of submission of their response to Tender, **the Bidders shall submit the scanned copy of Annexure-A of the Tender duly signed and stamped by the Authorized Signatory, as an acceptance of the provisions contained therein,**

35 Selection of Successful Bidders

- 35.1 For each project, the Bidder quoting the lowest tariff (L1 tariff) after the e-Reverse Auction (e-RA) will be identified and shall be declared as the Successful Bidder.

36 Issuance of Letters of Award (LoAs)

At the end of selection process, Letters of Award (LoAs) will be issued to the Successful Bidders identified as per the provisions of Clause 35. In case of a Consortium being selected as the Successful Bidder, the LoA shall be issued to the Lead Member of the Consortium. Each Successful Bidder shall acknowledge the LoA and return duplicate of the same, duly signed and stamped by the authorized signatory of the Successful Bidder to HPSEBL within 07 (Seven) days of issue of LoA, failing which it will be deemed to have been accepted by the Bidder.

If the Successful Bidder, to whom the LoA has been issued does not fulfill any of the conditions specified in Bid document, then HPSEBL reserves the right to annul/cancel the award of the Letter of Award of such Successful Bidder.

In all cases, HPSEBL's decision regarding selection of Bidder based on tariff or annulment of tender process shall be final and binding on all participating bidders.

37 Inspection and Audit

The SPD shall permit HPSEBL to inspect its project site, accounts and records relating to the performance of the SPD and to have them audited by auditors appointed by the HPSEBL, if so, required by the HPSEBL any time during the term of the PPA.

38 Debarment from Participating in HPSEBL's Future Tenders

HPSEBL reserves the right to carry out the performance review of each Bidder/SPD from the time of submission of Bid. In case it is observed that a bidder/SPD has not fulfilled its obligations in meeting the various timelines envisaged, in addition to the other provisions of the Tender, such Bidders may be debarred from participating in HPSEBL's any future tender for a period as decided by the competent authority of HPSEBL.

SECTION-6

DEFINITIONS OF TERMS

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

- 39.1 **“ACT” or “ELECTRICITY ACT, 2003”** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.
- 39.2 **“AFFILIATE”** shall mean a company that, directly or indirectly,
- i. controls, or
 - ii. is controlled by, or
 - iii. is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors.
- 39.3 **“APPROPRIATE COMMISSION”** shall mean the State Electricity Regulatory Commission referred to in section 82 of the Electricity Act 2003.
- 39.4 N.A.
- 39.5 **“B.I.S.”** shall mean specifications of Bureau of Indian Standards (BIS).
- 39.6 **“BID” or “PROPOSAL”** shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder and submissions during the e-Reverse Auctions, if applicable, as part of its response to the Tender issued by HPSEBL.
- 39.7 **“BIDDER”** shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require;.
- 39.8 **“BIDDING CONSORTIUM” or “CONSORTIUM”** shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this Tender under a Consortium Agreement.
- 39.9 **“BID CAPACITY”** shall mean aggregate project capacity of the Solar PV Power Project(s) as proposed by the Bidder.
- 39.10 **“BUYING ENTITY” or “CLIENT”** shall mean the HPSEBL, which is authorized to sign the PPA with the SPD.
- 39.11 **“CEA”** shall mean Central Electricity Authority.
- 39.12 **“CHARTERED ACCOUNTANT”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949. For Bidders incorporated in countries other

than India, “Chartered Accountant” shall mean a person or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country.

- 39.13 **“COMPANY”** shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable.
- 39.14 **“COMMERCIAL OPERATION DATE (COD)”** shall mean as defined in PPA.
- 39.15 **“CONTRACTED CAPACITY”** shall mean the AC capacity in kW/MW contracted with the Client for supply of power by the SPD to the Client at the Delivery from the Project, based on which the PPA is executed with the Client.
- 39.16 **“CONTRACT YEAR”** shall mean the period beginning from the Effective Date of the PPA and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that:
- i. in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and
 - ii. Provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement.
- 39.17 **“CONTROL”** shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors.
- 39.18 **“CONTROLLING SHAREHOLDING”** shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium.
- 39.19 **“DAY”** shall mean calendar day.
- 39.20 **“EFFECTIVE DATE”** shall mean the date of signing of the Power Purchase Agreement (PPA) executed by both the parties.
- 39.21 **“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013.
- 39.22 **“GROUP COMPANY”** of a Company means
- i a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;
 - ii a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;
 - iii a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
 - iv a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or

- agreement or any other arrangement or otherwise or;
- v a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (Ten Percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise;

Provided that a financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund, pension funds and sovereign funds shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project.

- 39.23 **“GUIDELINES”** shall mean “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar Power Projects” issued by Ministry of Power vide Gazette Resolution dated 28.07.2023, including subsequent amendments and clarification thereto, if any, issued until the last date of bid submission of this Tender
- 39.24 **“GRID CODE REGULATIONS”** or **“GRID CODE”** shall mean the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023/HPERC Regulations, as amended from time to time
- 39.25 **“IEC”** shall mean specifications of International Electro-Technical Commission.
- 39.26 **“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT”** shall be the single point, for each project under Connectivity details given by HPSEBL, in line with applicable regulation/ rules where Solar Power is delivered by the SPD from the Project/Site to the HPSEBL.
- 39.27 **“JOINT CONTROL”** shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital).
- 39.28 **“LEAD MEMBER OF THE BIDDING CONSORTIUM”** or **“LEAD MEMBER”**: There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium.

Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed until 01 (one) year after the Commercial Operation Date (COD) of the Project.

- 39.29 **“LETTER OF AWARD”** or **“LoA”** shall mean the letter issued by Solar Energy Corporation of India Limited (HPSEBL) to the Selected Bidder for award of Project.
- 39.30 **“LIMITED LIABILITY PARTNERSHIP”** or **“LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.
- 39.31 **“MEMBER IN A BIDDING CONSORTIUM”** or **“MEMBER”** shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the

Consortium, it has to be a Company.

39.32 **“MONTH”** shall mean calendar month.

39.33 **“NET-WORTH”** shall mean the Net-Worth as defined section 2 of the Companies Act, 2013.

39.34 **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.

39.35 **“PARENT”** shall mean a Company, which holds more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project.

39.36 **“PROJECT”** or **“SOLAR PV PROJECT”** or **“SOLAR POWER PROJECT”** shall mean the Solar PV power generation facility having single nt of injection into the grid at Interconnection/Delivery/Metering nt.

The Project shall include all units/modules, auxiliaries and associated facilities, bay(s) for transmission system in the their switchyard, dedicated transmission line up to the injection nt and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power

generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to HPSEBL.

39.37 **“PROJECT CAPACITY”** shall mean the capacity (as mentioned in Clause 4) that can be scheduled on which the Power Purchase Agreement shall be signed.

39.38 **“PROJECT COMMISSIONING”** The Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the commissioning procedures defined in the PPA.

39.39 **“PROJECT DEVELOPER”** or **“DEVELOPER”** or **“SOLAR POWER DEVELOPER (SPD)”** shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a Project capacity by HPSEBL (through a competitive bidding process) {in case of the Successful Bidder/Bidding Consortium itself executing the Project}, or the SPV formed by the selected bidder/consortium for the purpose of setting up of the Project and signing of PPA with the Client {in case of Project execution through SPV}.

39.40 **“RESCO”** shall mean Renewable Energy Service Companies.

39.41 **“RESCO MODEL”** shall mean a business model where the Project Developer sets up a Solar PV Power Project on the land owned by a different entity, by obtaining right to access the land/leasing the land with the land-owning entity on mutually agreed terms and conditions, and enters into the PPA with land owner/ DISCOM/ others for supply of Solar power for the term of the PPA. The Project Developer is responsible for construction, commissioning, ownership and operation of the Project for the entire term of the PPA at

its own risk and cost.

- 39.42 **“Tender DOCUMENT (s)”** or **“BIDDING DOCUMENT(S)”** shall mean the document issued by HPSEBL including standard Power Purchase Agreement along with subsequent clarifications and amendments thereof, vide Tender No. HPEBL/PHE/GM SOLAR/RESCO/2025/01 dated 20.01.2025.
- 39.43 **“HPSEBL”** shall mean Himachal Pradesh State Electricity Board Limited.
- 39.44 **“SCHEDULED COMMISSIONING DATE”** or **“SCD”/ “SCHEDULED COMMERCIAL OPERATION DATE or” “SCOD”** shall be the date as indicated in Clause 9 of the Tender.
- 39.45 **“SELECTED BIDDER”** or **“SUCCESSFUL BIDDER”** shall mean the Bidder selected pursuant to this Tender to set up the Project and supply Energy to HPSEBL as per the terms of PPA.
- 39.46 **“SOLAR PV PROJECT”** or **“SOLAR POWER GENERATING SYSTEM/ STATION”** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion of solar energy into electricity through Photo Voltaic Technology.
- 39.47 **“TOE”** shall mean Tender Opening Event.
- 39.48 **“ULTIMATE PARENT”** shall mean a Company, which owns more than 50% (Fifty Percent) voting rights and paid up share capital, either directly or indirectly in the Parent and Affiliates.
- 39.49 **“WEEK”** shall mean calendar week.

SECTION-7

SAMPLE FORMS & FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the Tender. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section 4 and other submission requirements specified in the Tender.

COVERING LETTER

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

Ref. No. _____

Date: _____

From: _____ (*Insert name and address of Bidding Company/ Lead Member of Consortium*)

Tel. #:

Fax #:

E-mail address#

To

.....

Sub: Response to Tender No. dated for (Insert title of the Tender)

Dear Sir/ Madam,

We, the undersigned [*Insert name of the 'Bidder'*] having read, examined and understood in detail the Tender including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for the Term of the PPA to HPSEBL, hereby submit our response to Tender.

We confirm that in response to the aforesaid Tender, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to Tender other than this response to Tender, directly or indirectly, in response to the aforesaid Tender (as mentioned in Format 7.8 under Disclosure) **OR** We confirm that in the response to the aforesaid Tender, we have a Group Company who owns more than 10% but less than 26% in the bidding company as well as other companies who may participate in this Tender, and accordingly, we have submitted requisite undertaking as per Format 7.8A in this regard {strike out whichever not applicable}.

We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to Tender for more than one bid, including this response to Tender.

We are submitting Tender for the development of following Project(s): -

Sr. No.	Name of Circle/Lot	Name of project	Project Capacity to be allocated (kW)	Participation (Yes/No) (No or Blank cell will be assumed as No only)
1				
2				
3				
4.				
		Total		

*AC solar PV Capacity will be subject to clause 4 of the Tender.

1. We give our unconditional acceptance to the Tender, dated..... [Insert date in dd/mm/yyyy] and standard PPA document attached thereto, issued by HPSEBL. In token of our acceptance to the Tender and PPA along with the amendments and clarifications issued by HPSEBL, the same have been digitally signed by us and enclosed with the response to Tender. We shall ensure that the PPA is executed as per the provisions of the Tender and provisions of PPA and shall be binding on us. Further, we confirm that the Project shall be commissioned within the deadline as per Clause 9 of the Tender.

2. Earnest Money Deposit (EMD): - (Please read Clause 14 carefully before filling)

We have Submitted EMD of INR (Insert Amount), in terms of Clause 14 of this Tender. The total Project capacity offered by us is kW [Insert cumulative project capacity proposed]. (Strike off whichever is not applicable)

3. We hereby declare that in the event our bid get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for the selected Project, within due time as mentioned in Clauses 15 of this Tender and/or we are not able to sign PPA with the HPSEBL within the timeline as stipulated in the Tender for the selected Projects, HPSEBL shall have the right to 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 Tender strictly as per Section 7 (Sample Forms and Formats) of this Tender, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. Acceptance:-
We hereby unconditionally and irrevocably agree and accept that the decision made by HPSEBL in respect of any matter regarding or arising out of the Tender shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.

We also unconditionally and irrevocably agree and accept that the decision made by HPSEBL in respect of award of Projects in line with the provisions of the Tender, shall be binding on us.

6. **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 Tender and execute the PPA with HPSEBL, in the event of our selection as Successful Bidder.
7. In case of our selection as the Successful Bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our subsidiary, we shall infuse necessary equity to the requirements of Tender. Further we will submit a Board Resolution prior to signing of PPA with HPSEBL, committing total equity infusion in the SPV as per the provisions of Tender.
8. We are submitting our response to the Tender with formats duly signed as desired by you in the Tender online for your consideration.
9. It is confirmed that our response to the Tender is consistent with all the requirements of submission as stated in the Tender, including all clarifications and amendments and subsequent communications from HPSEBL.
10. The information submitted in our response to the Tender 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 Tender.
11. We undertake that the onus of locating the land and completing the other documentation like finalizing the Project report and entering into agreements with the land owners lies with us and that HPSEBL does not bear any responsibility in this regard.
12. We confirm that all the terms and conditions of our Bid are valid up to the date as on 12 months from the last date of submission of response to Tender.
13. We agree to get ourselves empaneled by HPSEBL for a period as stipulated in the Tender, upon our selection as Successful Bidder under this Tender.

14. Contact Person

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

Name :
Designation :
Company :
Address :
Phone Nos. :

Mobile Nos. :
Fax Nos. :
E-mail address:

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 our event of default under PPA and consequent provisions of PPA shall apply.

Dated the _____ day of _____, 20....

Thanking you,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/
Board Resolution/ Declaration.

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)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

KNOW ALL MEN BY THESE PRESENTS THAT M/s..... having its registered office at,, and M/shaving its registered office at, (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named (insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws ofand having its Registered/ Head Office at as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to Tender No.....

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

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

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

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

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

For and on behalf of Consortium Member

M/s.....

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

(Name

Designation

Place:

Date:)
Accepted

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

Attested

(Signature of the executant)

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

Place: -----
Date: -----

Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section-6, Definition of Terms of the Tender.

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be submitted Separately for each lot/Project)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

Reference:

Bank Guarantee No.:

Date:

In consideration of the _____ [*Insert name of the Bidder*] (hereinafter referred to as 'selected Solar Power Developer' or 'SPD') submitting the response to Tender inter alia for

..... [*Insert title of the Tender*] of the capacity of MW, at [*Insert name of the place*], for supply of power there from on long term basis to HPSEBL, in response to the Tender dated..... issued by (hereinafter referred to as HPSEBL) and HPSEBL considering such response to the Tender of [*Insert name of the Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the Solar Power Developer and issuing Letter of Award No.

_____ to _____ (*Insert Name of selected Solar Power Developer*) as per terms of Tender and the same having been accepted by the selected SPD resulting in a Power Purchase Agreement (PPA) to be entered into with HPSEBL, hereinafter referred to as "Client", for purchase of Power [from selected Solar Power Developer or a Project Company, M/s _____ {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the Tender, the _____ [*Insert name & address of Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to HPSEBL at _____ [*Insert Name of the Place from the address of HPSEBL*] forthwith on demand in writing from HPSEBL or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees

_____ [Total Value] only, on behalf of M/s _____ [*Insert name of the selected Solar Power Developer/Project Company*]

This guarantee shall be valid and binding on this Bank up to and including..... 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 INR _____ (Indian Rupees _____ Only).

Our Guarantee shall remain in force until..... HPSEBL shall be entitled to invoke this Guarantee till

The Guarantor Bank hereby agrees and acknowledges that HPSEBL 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 HPSEBL, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to HPSEBL.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [*Insert name of the selected Solar Power Developer/ Project Company as applicable*] and/ or any other person. The Guarantor Bank shall not require HPSEBL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against HPSEBL in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Shimla High Court HP 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 HPSEBL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Solar Power Developer/ Project Company, to make any claim against or any demand on the selected Solar Power Developer/ Project Company or to give any notice to the selected Solar Power Developer/ Project Company or to enforce any security held by HPSEBL or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Developer / Project Company.

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ Only) and it shall remain in force until We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if HPSEBL serves upon us a written claim or

demand. Signature: _____

Name: _____
Power of Attorney No.: _____
For
_____ [Insert Name and Address of the Bank] _____

Contact Details of the Bank:

E-mail ID of the Bank:
Banker's Stamp and Full Address.

Dated this _____ day of _____, 20____

Witness:

1.

Signature
Name and Address

2.

Signature
Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of Bank Guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

FORMAT FOR BOARD RESOLUTIONS

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 Tender vide Tender No. _____for _____(insert title of the Tender), including signing and submission of all documents and providing information/ response to Tender to HPSEBL, representing us in all matters before HPSEBL, and generally dealing with HPSEBL 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)*

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

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%)**

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s -----*[Insert the name of other Members in the Consortium]* and Mr/ Ms....., be and is hereby authorized to execute the Consortium Agreement. ***(To be provided by each Member of the Bidding Consortium including Lead Member)***

And

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 dated.....executed by the Consortium as per the provisions of the Tender. **[To be passed by the Lead Member of the Bidding Consortium]**

3. NOT USED

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 FOR CONSORTIUM AGREEMENT

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

THIS Consortium Agreement (“Agreement”) executed on this ____ Day of _____ Two Thousand ____ between M/s _____ [*Insert name of Lead Member*] a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-1**”, which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-2**”, which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-n**”, which expression shall include its successors, executors and permitted assigns), [*The Bidding Consortium should list the details of all the Consortium Members*] for the purpose of submitting response to Tender and execution of Power Purchase Agreement (in case of award), against Tender No. _____ dated _____ issued by HPSEBL a Company incorporated under the Companies Act, 2013, and having its Registered Office at Vidyut Bhawan Shimla.

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 HPSEBL desires to purchase Power under Tender for _____ (insert title of the Tender);

WHEREAS, HPSEBL had invited response to Tender vide its Tender Document dated _____

WHEREAS the Tender stipulates that in case response to Tender 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 HPSEBL 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 Tender for self and agent for and on behalf of Member-2, , Member-n and to submit the response to the Tender.

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 01 (one) year after COD.

6. 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.
7. 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.
8. 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.
9. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Shimla HP alone shall have the exclusive jurisdiction in all matters relating

thereto and arising thereunder.

- 10. 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 HPSEBL in terms of the Tender.
- 11. 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 HPSEBL.
- 12. 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 Tender.
- 13. 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 HPSEBL.
- 14. 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 HPSEBL.
- 15. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the Tender and PPA.

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

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

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

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

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

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

Witnesses:

1) Signature -----

2) Signature -----

Name:

Name:

Address:

Address:

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

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

Witnesses:

1) Signature -----

(2) Signature -----

Name:

Name:

Address:

Address:

Signature and stamp of Notary of the place of execution

FORMAT FOR FINANCIAL REQUIREMENT

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

Ref. No. _____

Date: _____

From: _____ (*Insert name and address of Bidding Company/ Lead Member of Consortium*)

Tel.#: _____

Fax#: _____

E-mail address# _____

To

.....
.....
.....

Sub: Response to Tender No. _____ dated _____ for _____.

Dear Sir/ Madam,

We certify that the Bidding Company/Member in a Bidding Consortium is meeting the financial eligibility requirements as per the provisions of the Tender. Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Net Worth criteria, by demonstrating a Net Worth of Rs..... Cr. (..... in words) as on the last date of Financial Year 2024-25(if available) or 2023-24.

This Net Worth has been calculated in accordance with instructions provided in Clause 30.1 of the Tender.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company*	Net Worth (in Rs. Crore)
Company 1			
Total			

*The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/ chartered accountant is required to be attached with the format.

Exhibit (ii): Applicable in case of Bidding Consortium

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

Name of Member: *[Insert name of the Member]*

Net Worth Requirement to be met by Member in Proportion to the Equity Commitment: INR ----
- -----Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered Net Worth by Member in Bidding Consortium and/ or its Affiliate(s) per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose net worth is to be Considered	Relationship with Bidding Company* (If any)	Net Worth (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
Company 1					

Total					

* The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the Minimum Average Annual Turnover Criteria, by demonstrating a MAAT of INR _____(_____in words) for the last three Financial Years, namely ____, ____and _____.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the MAAT by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company*	Annual Turnover (Rs. Crore) FY 2021-22	Annual Turnover (Rs. Crore) FY 2022-23	Annual Turnover (Rs. Crore) FY 2023-24
Company 1					
Total					

*The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.

Exhibit (ii): Applicable in case of Bidding Consortium

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

Name of Member: [Insert name of the Member]

MAAT requirement to be met by Member in Proportion to the Equity Commitment: INR _____Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered MAAT by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company* (If Any)	Annual Turn over (Rs. Crore) FY 2021-22	Annual Turn over (Rs. Crore) FY 2022-23	Annual Turnover (Rs. Crore) FY 2023-24	Equity Commitment (in %age) in Bidding Consortium	Proportionate Annual Turnover (Rs. Crore)
Company 1							

Total							

* The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is

required to be attached with the format

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Liquidity Criteria by demonstrating a Working Capital of INR _____ (in words) as on the end of Financial Year 2023-24. (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered Working Capital by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose Working Capital is to be considered	Relationship with Bidding Company*	Working Capital (Rs. Crore)
Company 1			
Total			

*The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.

Exhibit (ii): Applicable in case of Bidding Consortium

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

Name of Member: [Insert name of the Member]

Working Capital requirement to be met by Member in Proportion to the Equity Commitment: INR _____ Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered Working Capital by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose Working Capital is to be considered	Relationship with Bidding Company* (If Any)	Working Capital (Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate Working Capital (Rs. Crore)
Company 1					

Total					

* The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format

(Signature & Name of the Authorized Signatory)

(Signature and Stamp of CA)

Membership No.

Regn. No. of the CA’s Firm:

Date:

Note: (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant’s Firm, provide details of computation of Net Worth and Annual Turnover duly certified by the Chartered Accountant.

(ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.

UNDERTAKING

(To be submitted on the letterhead of the Bidder)

We, hereby provide this undertaking to HPSEBL, in respect to our response to
Tender vide Tender No. _____dated_____, that M/s
_____(insert name of the Bidder), or any of its Affiliates is not a willful defaulter
to any lender, and that there is no major litigation pending or threatened against M/s
_____(insert name of 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.

(Name and Signature of the Authorized Signatory)

FORMAT FOR DISCLOSURE

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

Ref. No. _____

Date: _____

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

Tel.#: Fax#:

E-mail address#

To

.....
.....
.....

Sub: Response to Tender No. _____ dated ____ for _____

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the Tender Selection process for the Tender No. __ dated ____ 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 declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the Tender/PPA including but not limited to cancellation of our response to this Tender and LoA/PPA as applicable, we, i.e. M/s

_____ (enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by HPSEBL for a period of 2 years from the date of default as notified by HPSEBL.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions of Clause 28.4 of the Tender, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl.17 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary

certificates (Annexure to this format) in support of the above compliance under the Tender. We understand that in case of us being selected under this Tender, any of the above certificates is found false, HPSEBL shall take appropriate action as deemed necessary.

We further declare that we are fully aware of the binding provisions of the ALMM Order and the Lists(s) thereunder, while quoting the tariff in Tender for _____(Enter the name of the Tender).

We further understand that the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March, 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List-I of the ALMM Order applicable on the date of invoicing of such modules.

We also further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above.

Dated the _____ day of _____, 20....

Thanking you,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/
Board Resolution/ Declaration.

FORMAT FOR DISCLOSURE

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

(To be submitted by all such bidders in which a common Company/companies directly/indirectly own(s) more than 10% but less than 26% shareholding)

DISCLOSURE

Ref. No. _____

Date: _____

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

Tel.#: Fax#:

E-mail address#

To

.....
.....
.....

Sub: Response to Tender No. _____dated ____for _____.

Dear Sir/ Madam,

We hereby declare and confirm that in terms of the definitions of the Tender, M/s _____(enter name of the common shareholder) is our Group Company, and has a direct/indirect shareholding of less than 26% in the bidding company. M/s _____(enter name of the common shareholder) also holds directly/indirectly less than 26% shareholding in other Companies which may participate in this Tender, i.e. Tender No._____.

We undertake that M/s _____(enter name of the above common shareholder) is not a party to the decision-making process for submission of response to this Tender by M/s

_____(enter name of the bidding company/member in the consortium). We further undertake that while undertaking any action as part of our response to Tender, we are not complicit with other such bidders participating in this Tender, in which M/s _____(enter name of the common shareholder) has less than 26% direct/indirect shareholding, if any.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the Tender/PPA including but not limited to cancellation of our response to this Tender and LoA/PPA as applicable, we, i.e. M/s

_____(enter name of the bidding company/member in a consortium), including our

Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by HPSEBL for a period of 2 years from the date of default as notified by HPSEBL.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions of Clause 28.4 of the Tender, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the Tender. We understand that in case of us being selected under this Tender, any of the above certificates is found false, HPSEBL shall take appropriate action as deemed necessary.

We further declare that we are fully aware of the binding provisions of the ALMM Order and the Lists(s) thereunder, while quoting the tariff in Tender for _____(Enter the name of the Tender).

We further understand that the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March, 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List-I of the ALMM Order applicable on the date of invoicing of such modules.

We also further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above.

Dated the _____ day of _____, 20....

Thanking you,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

DECLARATION

RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES: MoF OM No 7/10/2021-PPD(1) dated 23.03.2023

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

Ref. No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company/Member of Consortium)

Tel.#: _____

Fax#: _____

E-mail address# _____

To _____

.....
.....
.....

Sub: Response to the Tender No..... dated

Dear Sir/ Madam,

This is with reference to attached order No. OM no. 7/10/2021-PPD(1) dated 23.03.2023 issued by Department of Expenditure, MoF, Govt of India.

We are hereby submitting the following declaration in this regard:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]."

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

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Signatory.

Enclosure: OM dated 23.02.2023, as referred above

"Order (Public Procurement No. 4) - Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017.pdf (doe.gov.in)"

Guidelines for e-Reverse Auction (e-RA)

DETAILED METHODOLOGY:-

The detailed methodology to be followed in e-Reverse Auction shall be as under:-

- a) e-Reverse Auctions will be carried out in HPSEBL under the below mentioned framework of rules that will be called Rules for e-Reverse Auction. All vendors participating in e-Reverse Auction shall understand/ accept and give an undertaking for compliance with the same to the HPSEBL in the prescribed format Annexure-"A1". Any vendor not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.
- b) HPSEBL shall conduct the e-Reverse auction as per the Standard English e-Reverse auction, i.e. no two bids can have identical price from two different vendors. In other words, there shall never be a "Tie" in bids.
- c) In all cases where e-Reverse Auction is adopted in HPSEBL, notification of such intention to follow e-Reverse Auction process will be stated in the Tender document.
- d) Deleted
- e) The date and time of commencement of e-Reverse Auction and duration of e- Reverse Auction time shall be communicated at least 4 working days prior to such auction date. Any force majeure or other condition necessitating postponement of auction shall entitle HPSEBL to postponement of auction even after communication, but, HPSEBL shall be obliged to communicate to all participating vendors the postponement prior to commencement of such e-Reverse Auction. In such cases also, at a notice of at least 4 working days shall be given.
- f) Only vendors who are technically qualified and submit the prescribed undertaking to the HPSEBL can participate in e-Reverse Auction relevant to the procurement for which Tender document is floated. The vendors participating in e-Reverse Auction shall submit the undertaking as per Annexure-A1 duly signed by their authorized signatory who signs the offer documents in response to the Tender document for acceptance of Rules for Reverse Auction.
- g) Online price bids given by the eligible bidders as above, will be opened on the due date & time and the lowest total cost of ownership lowered by one decrement will as starting price generally. However, HPSEBL shall reserve the right to fix the starting price. The bid decrement will be One (1) Paisa of bid quoted tariff rounded off suitably. The concept of total cost of ownership is given in Annexure-" A2". The vendors shall be able to bid only at such specified decrement value and not at any other fractions. For the sake of convenience of vendors, the web portal shall display the

decremental value of bid. It is not, however, obligatory on the part of vendors to bid at the next immediate lower level only. (i.e., bids can be even at 2 or more levels than the immediate lower level.)

- h) e- Reverse Auction process will be conducted for a period of one hour where the bidders will be allowed to reduce the price. If the lowest bid is received within ten minutes prior to schedule closing time of e- reverse auction, the service provider system shall automatically extend the period of e- Reverse Auction for further ten minutes from the time of receipt of such lowest bid. The system shall automatically extending the e-Reverse Auction timing till the lowest bid received remain unchanged for last ten minutes before the scheduled closure time. At closing of e-auction within scheduled time or extended time as above, service provider's system shall automatically get locked so that the participants cannot enter thereafter.
- i) Deleted.
- j) Deleted.
- k) All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.
- l) Names of bidders/vendors shall be anonymously masked in the e-reverse Auction process and vendors will be given suitable dummy names/codes. After completion of e-reverse Auction, the service providers shall submit a report to the HPSEBL with all details of bid and the original names of the bidders as also the L-1 bidders with his/ their original names.
- m) Service provider shall be responsible for conduct of adequate training to all technically qualified bidders representing the e-Reverse Auction and bidding process. All the bids made from the log-in ID given to bidder shall ipso-facto be considered bid made by the vendor/bidder to whom log-in ID and password were assigned by the service provider. Any bid once made through registered log- in ID and password by the vendor/bidder cannot be cancelled. The bidder, in other words, is bound to sell the "Offering as per the Tender document at the bid price. Every successive bid by the bidder/vendor being decremental bidding shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall prevail over the earlier bids.
- n) Deleted
- o) Cancellation of e-Reverse Auction Process: HPSEBL, shall however, be entitled to cancel the e- Reverse Auction process, if in its view e-Reverse Auction process cannot be conducted in a fair manner and/or in the interest of the HPSEBL.
- p) Errors and Omissions: On any issue or area of material concern respecting e- Reverse Auction not specifically dealt with in these rules, the decision of the HPSEBL shall be final and binding on all concerned.

- q) No vendor shall involve himself/ itself or any of his/its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, HPSEBL shall disqualify the vendor/bidders concerned from the e- Reverse auction process.
- r) Bidder shall not disclose details of his bids or any other details concerning e- Reverse Auction process of the HPSEBL to any other third party without specific permission in writing from the HPSEBL
- s) Neither HPSEBL nor service provider can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure etc. (HPSEBL shall, however, entertain any such issues of interruptions, problems with open mind and fair degree of transparency in the process before deciding to stop or extend the auction.)

Undertaking

(To be submitted by all vendors participating in e-Reverse Auction)

To

DECLARATION

We _____ (name of the company) hereby confirm having submitted our bid for participating in HPSEBI Tender document No. _____ dated _____ for the procurement of _____

1. We also confirm having read the terms of Tender document as well as the Rules relating to the e-Reverse Auction for this Tender document process.
2. We hereby undertake and agree to abide by all the terms and conditions stipulated by HPSEBL in the Tender document including all Annexures and the Rules for e-Reverse Auction.
3. We shall participate in the online auction conducted by _____ (Auction Company) and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auction company.
4. We, hereby confirm that we will honour the bids placed by us during the auction process, failing which we shall forfeit the EMD. We also understand that the HPSEBL may debar us from participating in future tenders.

SIGNATURE WITH COMPANY SEAL

NAME

Company/Organization-

Designation within Company/

Organization-

Address of Company/Organization-

Date:

Total Cost of Ownership (TCO) Price:

TCO refers to the aggregate amounts payable by HPSEBL for transfer of ownership.

TCO shall include but not be limited to the following

1. Cost of the equipment/ product or services.
2. License fee (as defined in NIT), if any.
3. All existing taxes.
4. Installation and commissioning charges, if any.
5. The price should include the comprehensive onsite warranty, maintenance of the equipment covering all components, services and visits to the concerned offices as specified in the NIT.
6. Annual Maintenance Charges for the period as specified in the NIT, if any.
7. Transportation and forwarding charges to respective sites.
8. Training costs for the product/service/equipment, if any, as defined in NIT.
9. Insurance to cover the equipment for and from transit period till installation.
10. All other loadings, if any.
11. The TCO shall be arrived at after deducting 'buy back' costs involved, if any,

SCOPE OF WORK, TECHNICAL SPECIFICATIONS & STANDARDS FOR GRID-CONNECTED SOLAR PV SYSTEMS/POWER PLANTS

1. Background

Himachal Pradesh State Electricity Board was constituted on 1st September, 1971 in accordance with the provisions of Electricity Supply Act (1948) and has been reorganized as Himachal Pradesh State Electricity Board Ltd. w.e.f. 14.06.2010 under Company Act 1956. Himachal Pradesh State Electricity Board Limited (HPSEBL), having its registered office at Vidyut Bhawan, Shimla- 171004. Himachal Pradesh is responsible for supply of Uninterrupted & Quality power to all categories of consumers in Himachal Pradesh at the most economical rates. This power is being supplied through a network of Transmission, Sub- Transmission & Distribution lines laid along the length and breadth of the Pradesh.

2. Scope of Work

Scope of Work of the RESCO (Renewable Energy Service Company) under the Tender includes all design & engineering, procurement & supply of equipment and materials, testing at manufacturers works, inspections, packing and forwarding, insurance, supply, receipt, unloading and storage at site, associated civil works, services, permits, licenses, installation and incidentals, insurance at all stages, erection, testing and commissioning, and O&M for 25 Years of Solar PV Power Plants at different lands of HPSEBL as per the Clause 3 below: Project Particulars for supply of Power to HPSEBL as per the terms and conditions of the Power Purchase Agreement.

3. Project Particulars

3.1 Uperala Nangal Sub Station under ES Division HPSEBL LTD Nalagarh.

Project Model	RESCO MODE
Owner	HPSEBL
Proposed Capacity	5.7MW
PV Technology	Mono/Multi Crystalline/Thin Film
Orientation of PV module	Preferably South Facing
Design life and O&M period of PV Power Plant	25 Years
Irradiation details considered	4.5kwh/m ² /day
Interconnection with Grid	The SPV plant shall be connected to the existing HV nearby network of HPSEBL as per HPSEBL/HPERC regulations for reliable evacuation/injection/operation of

	plant. The Supply, Installation. Commissioning and Testing of the complete interconnection system with adequate protection scheme for reliable operation is in the scope of SPD.
Metering Arrangement	ABT meters at the point of interconnection.
Location	Nearby 220/66kV Sub-station Uperla Nangal under ES Division HPSEBL Nalagarh
Geographical location of the project site	The exact co-ordinates of the available land shall be provided to the successful bidder.
Suitable Land	100% Of the vacant land
Land Characteristics	Banjar Kadim
Site Temperature	20 to 45 degree
Access by Road	Yes
Access by Rail	Nearby Railway station Shri Anandpur Sahib
Access by Air	Nearby Airport Chandigarh

3.2 Kangain and Bajaura Substation under ES Division Hamirpur and ES Division Bijani.

Project Model	RESCO MODE
Owner	HPSEBL
Proposed Capacity	(0.030+0.800=0.830 MW)
PV Technology	Mono/Multi Crystalline/Thin Film
Orientation of PV module	Preferably South Facing
Design life and O&M period of PV Power Plant	25 Years
Interconnection with Grid	The SPV plant shall be connected to the existing HV nearby network of HPSEBL as per HPSEBL/HPERC regulations for reliable evacuation/injection/operation of plant. The Supply, Installation. Commissioning and Testing of the complete interconnection system with adequate protection scheme for reliable operation is in the scope of SPD.
Irradiation details considered	5.16 kwh/m ² /day for Kangain 4.93 kwh/m ² /day for Bajaura

Location	Nearby Village Bajaura, Distt. Kullu (H.P) Village Kanghain, Distt. Hamirpur (H.P)
Geographical location of the project site	The exact co-ordinates of the available land shall be provided to the successful bidder.
Suitable Land	100% Of the vacant land
Land Characteristics	Flat Grassland
Site Temperature	Kanghain - 45°C max & 2°C min Bajaura-38°C max & -5°C min
Access by Road	Yes
Access by Rail	Nearby Railway station Shri Anandpur Sahib
Access by Air	Kanghain- Gaggal airport Bajaura- Bhuntar airport

3.3 220/132kV Sub Station Kunihar (Jabal Jamrot) ES Division Kunihar.

Project Model	RESCO MODE
Owner	HPSEBL
Proposed Capacity	1.8 MW
PV Technology	Mono/Multi Crystalline/Thin Film
Orientation of PV module	Preferably South Facing
Design life and O&M period of PV Power Plant	25 Years
Irradiation details considered	4.5kwh/m ² /day
Interconnection with Grid	The SPV plant shall be connected to the existing HV nearby network of HPSEBL as per HPSEBL/HPERC regulations for reliable evacuation/injection/operation of plant. The Supply, Installation. Commissioning and Testing of the complete interconnection system with adequate protection scheme for reliable operation is in the scope of SPD.
Metering Arrangement	ABT meters at the point of interconnection.
Location	Nearby 220/132kV Sub Station Kunihar (Jabal Jamrot) ES Division HPSEBL LTD Shimla
Geographical location of the project site	The exact co-ordinates of the available land shall be provided to the successful bidder.

Suitable Land	100% Of the vacant land
Land Characteristics	Flat Ground
Site Temperature	5 to 43 degree
Access by Road	Yes
Access by Rail	Nearby Railway station Chandigarh
Access by Air	Nearby Airport Shimla

This is for the information of the Bidder, However the same has to be verified by the Bidder during Execution of the Projects.

4. TECHNICAL PARAMETERS

The Project shall comply with IS/IEC standards applicable to Project components as specified below:

i. PV MODULE

PV Modules used in the grid connected solar power projects shall comply with the Solar Photovoltaic, Systems, Devices and Components Goods (Requirements for Compulsory Registration) Order, 2017, and subsequent amendments to the same. Further, PV Modules should have been included in the ALMM list as per MNRE Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirements for Compulsory Registration) Order, 2019. In addition, PV modules should meet the following standards (or subsequent revisions to the same):

Standard	Description
IEC 61701:2011 Ed.2	Salt mist corrosion testing of photovoltaic (PV) modules (Level 6)
IEC 62716:2013 Ed.1	Photovoltaic (PV) modules - Ammonia corrosion testing
IEC TS 62804-1:2015 Ed.1	Photovoltaic (PV) modules - Test methods for the detection of potential-induced degradation - Part 1: Crystalline silicon (under conditions of 85°C/85% RH for minimum 192 hours)

ii. POWER CONDITIONING UNITS/ INVERTERS

The Power Conditioners/Inverters of the SPV power plants must comply with the Solar Photovoltaics, Systems, Devices and Components Goods (Requirements for Compulsory Registration) Order, 2017, and subsequent amendments to the same. Degree of protection shall be minimum IP 54 (Indoor)/IP 65 (Outdoor) as per IEC 60529. In addition, the Power Conditioning Units/ Inverters shall comply with:

Standard	Description
IEC 61683 Ed. 1	Photovoltaic systems- Power conditioners- Procedure for measuring Efficiency
IEC 61000-6-2 Ed. 2	Electromagnetic compatibility (EMC)- Part 6-2: Generic standards- Immunity standard for industrial environments
IEC 61000-6-4 Ed. 2.1	Electromagnetic compatibility (EMC)- Part 6-4: Generic standards- Emission standard for industrial environments
IEC 60068-2-1:2007	Environmental testing- Part 2-1: Tests- Test A: Cold
IEC 60068-2-2:2007	Environmental testing- Part 2-2: Tests- Test B: Dry heat
IEC 60068-2-14:2009	Environmental testing- Part 2-14: Tests- Test N: Change of Temperature
IEC 60068-2-30:2005	Environmental testing- Part 2-30: Tests- Test Db: Damp heat, cyclic (12 h + 12 h cycle)
IEC 60068-2-52:2017	Environmental testing- Part 2-52: Tests- Test Kb: Salt mist, cyclic (sodium chloride solution) Severity level 1
CEA Technical Standards for Connectivity to the Grid Regulations 2007 with 2013 and 2019 Amendment.	

iii. MODULE MOUNTING STRUCTURES

Contractor shall design all foundations for buildings, equipment, Switchyard structures, Transformer, MMS & other structures as per relevant BIS standards and recommendations of Geotechnical investigation report. The structural material used for MMS shall have corrosion protection mechanism suitable for application in coastal environment for the design life of the plant. The Module Mounting Structures (MMS) shall comply with the latest standards and codes including amendments as applicable.

iv. CABLES AND CONNECTORS

1. AC CABLES

All AC cables shall conform to the following standards and codes as applicable.

Standard	Description
IS 7098-I	Cross linked Polyethylene Insulated Thermoplastic Sheathed Cables, Part 1: For working voltage up to and including 1100 V
IS 7098-II	Cross linked Polyethylene Insulated Thermoplastics Sheathed Cables Part 2: For Working Voltages from 3.3 kV up to and including 33 kV

2. DC CABLES

The solar DC cables for outdoor installations shall withstand harsh environment conditions and comply the following standards.

Standard	Cable	Conductor/ Insulation	Description
IEC 62930 / EN 50618	Solar Cable*	Copper/ XLPO	Electric cables for photovoltaic systems with a voltage rating of 1,5 kV DC
IS 7098 Part I	DC Cable	Copper or Aluminum/ XLPE	Crosslinked Polyethylene Insulated Thermoplastic Sheathed Cables, Part 1
*Cables used for module interconnection shall also be referred as solar cable.			

v. OTHER SUB-SYSTEMS/ COMPONENTS

Other subsystems/ components used in the SPV Power Plants (Inverter Duty Transformer, Auxiliary Transformer, LT/ HT Switchgears, 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.

vi. AUTHORIZED TEST CENTRES

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 Centres in India. In case of module types/ 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.

vii. WARRANTY

- PV modules must be warranted with linear degradation rate of power output except for first year (maximum 3% including LID) and shall guarantee 80% of the initial rated power output at the end of 25 years from the date of supply.
- The modules shall be warranted, against all material/ manufacturing defects and workmanship for minimum of 10 years from the date of supply.
- The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years from the date of supply.
- The Power Conditioning Unit/s, transformers, etc. shall be warranted against all material/ manufacturing defects and workmanship for minimum of 5 (five) years from the date of supply.

viii. IDENTIFICATION AND TRACEABILITY OF PV MODULES

Each PV Module shall be provided a bar code which is embedded inside the module lamination and must be able to withstand harsh environmental conditions. The bar code data base shall contain the following information. Bar code scanner and database of all the modules containing the following information shall also be provided.

- Name of the manufacturer of PV Module
- Name of the Manufacturer of Solar cells
- Type of cell

- d) Month and year of the manufacture (separately for solar cells and module)
- e) Country of origin (separately for solar cells and module)
- f) I-V curve for the module
- g) Peak Wattage, I_m , V_m and FF for the module
- h) Unique Serial No. and Model No. of the module.
- i) Date and year of obtaining IEC PV module qualification certificate
- j) Name of the test lab issuing IEC certificate
- k) Other relevant information on traceability of solar cells and modules as per ISO 9000 series.

ix. PERFORMANCE MONITORING

- a) The SPD shall maintain the list of Module IDs along with performance characteristic data for each module.
- b) All data shall be made available as mentioned above for the entire duration of the PPA.
- c) The plant SCADA should be Open Platform Communications (OPC) compliant with standard DNP3 and Modbus control interfaces over TCP/ IP having the provision to add protocol converters to implement custom and secure communications protocol standard for providing real time online generation data to IR.
- d) Web-based monitoring should be available, which should not be machine dependent. The web-based monitoring should provide the same screens as available in the plant. Also, it should be possible to download reports from a remote web-client in PDF or Excel format.

x. SAFE DISPOSAL OF SOLAR PV MODULES

The SPD 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 in accordance with the “E-Waste (Management) Rules, 2022” notified by the Government and as revised and amended from time to time.