

**REQUEST FOR PROPOSAL DOCUMENT**

**FOR**

**NEW GRID CONNECTED**

**SOLAR PHOTO VOLTAIC POWER PROJECTS**

**500 MW CAPACITY UNDER**

**PHASE III**

**ISSUED BY**



**Punjab Energy Development Agency**  
**Solar Passive Complex**  
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## GLOSSARY

Abbreviations	Details
AC	Alternating Current
BG	Bank Guarantee
CCA	Controller of Certifying Authorities
CERC	Central Electricity Regulatory Commission
CLU	Change of Land Use
DC	Direct Current
E - Bid	Electronic Bid
EDC	External Development Charges
EMD	Earnest Money Deposit
E - NIT	Electronic Notice Inviting Tender
ETDC	Electronics Test and Development Center
FF	Fill Factor
FY	Financial Year
IA	Implementation Agreement
IEC	International Electrotechnical Commission
IEGC	Indian Electricity Grid Code
Im	Maximum Current
IPG	Internet Payment Gateway
ISO	International Organization for Standardization
I - V	Current - Voltage
IT & C	Information Technology and Communications
kV	Kilo Volt
kWh	Kilo Watt Hour
LoA	Letter of Award
LLC	Limited Liability Company
LLP	Limited Liability Partnership
MoU	Memorandum of Understanding
MU	Million Units
MW	Mega Watt
NRSE	New and Renewable Sources of Energy

Abbreviations	Details
NOC	No Objection Certificate
PAT	Profit After Tax
PBG	Performance Bank Guarantee
PEDA	Punjab Energy Development Agency
PPA	Power Purchase Agreement
PPCB	Punjab Pollution Control Board
PSERC	Punjab State Electricity Regulatory Commission
PSPCL	Punjab State Power Corporation Limited
PV	Photovoltaic
RfP	Request for Proposal
ROC	Registrar of Companies
RTGS	Real Time Gross Settlement
RTU	Remote Terminal Unit
SLDC	State Load Despatch Center
SPD	Solar Power Developer
SPV	Special Purpose Vehicle
V <sub>m</sub>	Maximum Voltage

## **DISCLAIMER**

1. This Request for Proposal RfP No. PEDDA/ET/15-16/SP/1103 document is not an agreement or offer by the PEDDA to the prospective Bidders or any other party. The purpose of this RfP is to provide the information to the interested parties and to assist them in formulation of Bid. This RfP is based on material and information available in public domain.
2. While this RfP, has been prepared in good faith, neither the PEDDA, nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfP, even if any loss or damage is caused by any act or omissions on their part.
3. PEDDA reserves the right to change the allocation capacities, cancel and / or change the e - bidding process at any stage without assigning any reasons. PEDDA reserves the right to increase or decrease the capacity bid for or to reject any or all of the bids received at its discretion, without assigning any reasons whatsoever.

## **Section 1**

### **INTRODUCTION & BACKGROUND**



**PEDA INVITE YOU TO INVEST IN SOLAR POWER PROJECTS IN THE STATE OF  
PUNJAB -**

**THE LAND OF EXCITING OPPORTUNITIES**

- The Punjab State has notified the NRSE Policy 2012, under which a slew of benefits for encouraging investment in Solar Projects have been provided.
- Punjab's New Industrial Policy is investment friendly and taken a lead in creating opportunities which are waiting to be exploited.
- Good Solar Insolation levels with more than 300 Sunny days.
- High Solar Power Generation Potential.
- Well developed Power Evacuation and Grid Interconnection facilities by Utility.
- Bankable Power Purchase Agreements.
- An attractive package of fiscal benefits.
- Easy access by Road / Rail / Air.
- Single Window and Time bound clearances.
- Well developed road network within the state.
- Investment friendly climate with peaceful and safe environment.
- Excellent telecommunication facilities.
- Well established Rural Electrification Network.

## PUNJAB AT A GLANCE

Sr. No.	Description	Details
1.	Area	50, 362 Sq. kms.
2.	Location	Latitude 29° 43' N to 32° 23' N Longitude 74° 03' E to 76° 49' E
3.	Districts	22 Nos.
4.	Development Blocks	138 Nos.
5.	Population	2,77,04,236
6.	Density	550 per sq. km
7.	Rain Fall	25 cm to 100 cms
8.	Solar Insolation	5 to 5.5 kWh/m <sup>2</sup> /day
9.	Climate	Winter : -3°C to 20°C Summer : 21°C to 45°C
10.	Major Rivers	Beas, Sutlej, Ravi
11.	Major Cities	Ludhiana, Jalandhar, Amritsar, Patiala, Bathinda, SAS Nagar, Pathankot

## 1. INTRODUCTION

Punjab Energy Development Agency (PEDA) under the Deptt. of Non-Conventional Energy Sources, Govt. of Punjab, is a Nodal Agency for propagating the objectives of New and Renewable Sources of Energy in the State of Punjab including Solar, Mini hydro, Biomass / Agro - waste based power projects. PEDA has undertaken various programmes for the promotion and popularization of these sources. Comprehensive studies undertaken by PEDA have led to the identification of various potential sources of energy. Within a short span, PEDA has made headway in the following fields:

- Power generation from small hydro's
- Biomass / Bagasse Cogeneration
- Power generation from Biomass / agro-residue
- Power generation from solar energy
- Power generation from Urban & Municipal Waste
- Solar Photovoltaic systems
- Energy Conservation in various user sectors
- Solar Passive Architecture

With the purpose to exploit the abundant Solar energy resource in the State, PEDA invites the private developers / companies to set up Solar Photovoltaic power projects for sale of power to the state utility (PSPCL).

## 1.1 WHY SOLAR POWER GENERATION

Punjab has considerable sun shine available for more than 300 days approx. in a year with good insolation levels. This energy can be utilized for generation of power during the day time and also during night time by power storage options / systems. Punjab has so far been meeting its electrical power requirements primarily through conventional large thermal and hydro power generation. Whereas, hydro power generation has a tendency to fluctuate depending upon the availability and utilization pattern of water, thermal power generation has to depend on coal which has to be transported from pit heads of eastern part of India involving large distances. Moreover, the cost of coal has more than doubled in the preceding ten years and is expected to continue to escalate. Resultantly, the cost of generation from coal will become prohibitive in the years to come. Obviously, Punjab is strategically at a disadvantage in its efforts to augment its power generation potential from oil, gas and coal.

The installed capacity of generation of power in the state including share from Central Projects and Bhakra Beas Management Board (BBMB) is of the order of 11151 MW. The demand for power in the year FY 2014-2015 went up to more than 46,516 MU whereas energy available from all sources was 42964 MU including PSPCL's own generation of 27276 MU and 19240 MU as purchase of power from central generating station. The Govt. of Punjab is making all efforts to fulfill this gap by installation of more generating capacity in the state both in the Renewable Energy sector as well as Conventional Sector.

The proposed Solar PV Power based projects is an attempt to supplement energy generation through Renewable Energy distributed generation which has been well identified and accepted. These projects which were earlier considered

uneconomical are now considered viable in view of the steep increase of cost of several other forms of energy and the rapid depletion of conventional sources and latest technologies developed in the design of such projects which has led to substantial reduction in the cost of Solar Power Projects. Moreover these projects have a major environment friendly advantage over other power systems due to their no emissions / residue and carbon neutral nature. Solar based power projects have attracted the attention of State and Central Governments and also have been given priority due to:

- Short gestation periods
- Photovoltaic systems are modular in nature.
- Reduced transmission losses
- Decentralized and distributed generation systems
- Use of environment friendly solar resource for power generation.

The State is endowed with vast potential of solar energy estimated at 5 – 5.5 kWh/m<sup>2</sup>/day of solar insolation levels and the Govt. is keen to tap this resource for strengthening renewable power infrastructure in the state by setting up solar energy based power projects. The state also has an obligation to meet the minimum renewable power purchase obligation in accordance with PSERC order and also within that to achieve a mix of various renewable energy resources. Propelled with the aim to promote and install solar power projects in the state of Punjab, PEDDA has planned to develop these projects.

## **1.2 Background:**

Department of New & Renewable Energy, Govt. of Punjab has issued a “New and Renewable Sources of Energy (NRSE) Policy – 2012 vide notification no. 10/174/2012/STE(3)/4725 dated December 26, 2012 to promote and develop

new and renewable source of energy and to promote energy conservation measures / efficiency in the State of Punjab.

The State had earlier allocated 250 MW capacity solar power projects under Phase-I. Installed capacity as on date is 206 MW and projects of capacity 229 MW had been allocated under Phase II bidding and 53 MW rooftop solar PV projects have been allocated. The State will support setting up of 500 MW (under –Phase III) Solar Photovoltaic (PV) power plants for direct sale of power to PSPCL, Punjab for which PEDDA will select solar power developers. Selection of these Solar Power Projects shall be through tariff based competitive e - bidding process as per the directives of Punjab State Electricity Regulatory Commission (PSERC).

Punjab State Power Corporation Limited hereinafter referred to as “PSPCL”, will directly purchase power generated from these selected 500 MW Solar PV Projects at the tariff arrived after competitive bidding.

### **1.3 Fiscal Assistance / Benefits Available for Solar Power Developers under the NRSE Policy 2012:**

- a. 100% electricity duty for power consumed from State licensee during construction and testing of the project shall be waived.
- b. Octroi on NRSE fuels to be used for energy generation and NRSE devices / equipment / machinery for NRSE Power Projects shall be fully exempted. Similarly Octroi on self - consumption of power by captive power plants in the same premises or thru wheeling by open access to same group companies shall also be exempted.
- c. To promote usage / generation from NRSE, manufacturing & sale of NRSE devices / systems and equipments / machinery required for NRSE Power

Projects shall be exempted from Value Added Tax (VAT) and any cess there upon.

- d. 100% Exemption from entry tax in respect of all supplies (including capital goods, structure and raw materials) made for setting up and trial operations of the projects.
- e. 100% exemption from payment of fee and stamp duty for registration / lease deed charges for the land required for the project.
- f. Agricultural land shall be allowed for setting up of Renewable Energy Power Projects in the state and no Change of Land Use (CLU), External Development Charges (EDC) / or any other charges / fees for the same shall be payable.
- g. Solar PV Power projects shall be exempted from obtaining any NOC / consent under Pollution control laws from the PPCB.

#### **1.4 Total Capacity and Portfolio of Solar PV Projects:**

The total aggregated capacity of the grid connected solar projects to be developed under Phase III shall be 500 MW.

All the Grid Connected Solar PV Power Projects under Phase – III shall be installed in the State of Punjab only.

Total capacity 500 MW to be allotted to newly incorporated / existing Companies. The minimum capacity allotment of the project shall be 50 MW and maximum capacity shall be 150 MW to single Company. The allotment of project capacities beyond minimum 50 MW capacity under this RfP shall be in multiples of 10 MW . Bidders can setup minimum plant capacity 5 MW with maximum 10 locations. i.e 5 MW plant each on ten different locations for

minimum allotment capacity of 50 MW.

**(Note:- Project Developers shall be required to submit land document i.e. registered sale deed, registered lease deed within 150 days of the date of signing of PPA )**

### **1.5 Technology:**

- a) The Bidder is free to choose any Solar PV power generation technology viz. Crystalline Silicon Solar Cell Modules / Thin Film Modules / Concentrated PV Modules / any other technology which can be sourced from any country.
- b) MoU or any type of agreement with technology provider / partner is not required along with the response to RfP. The Bidder has to submit their proposed technology in **format 6.11** along with the response to RfP.
- c) The following details / documents shall be submitted by the successful bidder within 150 days of signing of PPA.**
  - i) Details of final technology selection viz. Crystalline / Thin Film / Concentrator PV / specific any other technology etc.
  - ii) Order copy / agreement copy, with Technology Provider / supplier for supply of modules, equipments for said technology.
  - iii) A certificate from the project / client situated anywhere in world that the technology supplied by the Manufacturer / Technology Provider is in successful operation for atleast one year before the last date of submission of e-bid.  
  
UnderPhase-III, it is proposed to promote only commercially successful and operational technologies to minimize the technology risk and to achieve the timely commissioning of the Projects.
  - iv) Required land for project development @ 4.5 acre per MW for Crystalline Technology, 6 acre per MW for Thin Film Technology and 5 acre per MW for concentrator technology is under clear possession of the project company as per clause mentioned in 3.22.



- v) Grid feasibility letter obtained from PSPCL shall be submitted. The list of PSPCL grid substation is attached at **Annexure – 4**.
- vi) Financial closure documents as per clause mentioned in 3.21
- d) **Panchayat Land on Leasehold-** The Bidder / SPD can set-up the Solar PV projects on Panchayat Lands/Private lands on lease hold basis. The bidders are required to submit the land documents in the form of registered land deed /registered lease agreement in the name of the bidding company / SPD .
- e) All the aforesaid documents are required to be submitted within 150 days from the date of signing of PPA. Further 30 days extension in time period for submission of aforesaid documents on payment of a fee of Rs. 5000/ day will be given on the request of the SPD. In case the developer(s) are unable to produce the aforesaid documents as per above time schedule then 15 days notice for the cancellation of allotment shall be issued and thereafter Letter of Award (LoA), IA, and PPA shall be terminated and performance bank guarantees shall be forfeited.

## 1.6 Tariff:

Particulars	Applicable Tariff Rate, Rs. / kWh	Benefit of Accelerated Depreciation, If availed, Rs. / kWh	Tariff upon adjusting for Accelerated Depreciation benefit, if availed, Rs. / kWh
Solar PV	7.04	0.69	6.35

**Table 1:** CERC Tariff for FY 2015-16 for Solar PV Power Projects

## 1.7 Submission of Proposal and Selection of Bidders: -

Proposals against Request for Proposal are invited through e - bidding system for selection of bidders and to be submitted online in electronic formats in [www.etender.punjabgovt.gov.in](http://www.etender.punjabgovt.gov.in).

Sr. No.	Description	Details
1.	RfP No.	PEDA/ET/15-16/SP/1103
2.	Bid Document Fee through IPG / RTGS (Non - Refundable)	Rs. 5,000.00 (Five Thousand Only)
3.	E- Processing Fee through IPG / RTGS (Non - Refundable)	Rs. 2,247/- (Rupees Two Thousand and Two Hundred and Forty Only)
4.	Bid – Processing Fee through IPG / RTGS mode (Non – Refundable)	Rs. 5,00,000/- (Rupees Five Lac Only per bid)
4.	Earnest Money Deposit (EMD)	Rs. 5,00,000/- (Rupees Five Lac Only) per MW for each project in the form of BG to be submitted at the time of RfP, valid for 180 days from last date of submission. Scanned copy of the BG to be uploaded online and the original BG along with bank confirmation letter in sealed envelope to be submitted before opening of the techno commercial Part I of the bid.
5.	Performance Bank Guarantee (PBG)	Rs. 10,00,000/- (Rupees Ten Lac Only) per MW for each project in the form of Bank Guarantee (BG) or through RTGS/IPD mode to be submitted two days before (seven days before in case of BG) signing of Implementation Agreement (IA) valid for a period of 20 months from the date of signing of IA.
6.	Validity of Proposal	150 days after the date of opening of

Sr. No.	Description	Details
		techno commercial Part I of the bid.

**Table 2:** Issuance and submission of RfP

### **Selection of Bidders:**

The selection of bidders shall be based on net availed tariff after providing discount on generic tariff notified by CERC for Solar PV Power Projects for FY 2015-16, which is adopted by PSERC as per historical precedence's ,irrespective of availing Normal Rate of depreciation / Accelerated Rate of depreciation. PEDDA will shortlist the bidders based on the net tariff arrived in Rs. Per kWh after reduction of discount offered by the bidder (**Refer format 6.9 Projects**). The bidder offering the lowest net availed tariff shall be selected as L1 and so on till the total aggregate capacity as per Clause 3.1 is reached. The bidders offering tariff above the bench mark tariff notified for F.Y. 2015-16 shall not be selected.

### **Illustration: (Based on F.Y. 2015-16 RE Tariff)**

If two projects, one opting for normal rate of depreciation and another opting for accelerated rate of depreciation, the bidder quoting lowest net availed tariff will be selected first and so on.

#### **Eg.: (i) Bidder 1:**

Tariff Opted: Normal Rate of depreciation

Tariff applicable: Rs.7.04/ kWh

Tariff Discount: Rs. 1.00 / kWh

**Net Availed Tariff: Rs. 6.04 / kWh**

#### **(ii) Bidder 2:**

Tariff Opted: Accelerated Rate of depreciation

Tariff applicable: Rs. 6.35 / kWh

Tariff Discount: Rs. 0.35 / kWh

## Net Availed Tariff: Rs. 6.00 / kWh

Then, the bidder 2 shall be selected, as the bidder is offering lowest net availed tariff.

In case, two or more Bidders offering same net availed tariff irrespective of opting Normal rate of depreciation or Accelerated rate of depreciation, then the selection of Bidders shall be by draw of lots and the Bidder selected first shall be ranked higher, than the second Bidder.

### Note:-

In case the total capacity to be allocated remains unfulfilled due to the fact that the next shortlisted bidder is offering more project capacity than the balance capacity available, then the next bidder to be selected will be allocated the balance project capacity available after splitting his offered bid capacity subject to the bidders prior acceptance.

## 1.8 Time Schedule:

Sr. No.	Events	Date & Time	Location
1.	Date of uploading / publishing of e- NIT	29 <sup>th</sup> June 2015 at 10.00 am	<a href="http://www.etender.punjabgovt.gov.in">www.etender.punjabgovt.gov.in</a>
2.	Last Date for submission of Pre Bid Query / Clarifications to be submitted online through email at slrpp300@gmail.com	12 <sup>th</sup> July 2015 by 5.00 pm	<a href="http://www.etender.punjabgovt.gov.in">www.etender.punjabgovt.gov.in</a>
3.	Pre - bid meeting at PEDDA office	14 <sup>th</sup> July 2015 at 11.30 am	
4.	Last date & time for submission of Processing Fee (Non Refundable), EMD, Formats and Technical Bid and Financial Bid through E-Bid	28 <sup>th</sup> July 2015 by 5.00pm	
5.	Date and Time of Opening of	30 <sup>th</sup> July 2015	

Sr. No.	Events	Date & Time	Location
	techno commercial e-bid	at 11.30 am	
6.	Date of Opening of Price Bid	To be conveyed subsequently on <a href="http://www.etender.punjabgovt.gov.in">www.etender.punjabgovt.gov.in</a>	

**Table 3:** Bid Time Schedule

**Guidelines for Bid Submission:**

1. The bidders are requested to submit their bids prior to last date of submission in order to avoid any technical problems in accessing the website at last moments for any reason whatsoever. The last date of submission of bids shall not be extended on such accounts.
2. Bidder shall submit both techno - commercial and financial bids online in electronic formats. However, the bidder shall submit original BG along with Bank confirmation letter in sealed envelope towards EMD before opening of techno-commercial bid.
3. (i) The bidder will have to deposit non refundable Bid document fee, E-Processing fee and Bid processing fee to PEDDA through IPG / RTGS mode.  
(ii) The bidder will have to deposit prescribed cost of EMD through IPG / RTGS mode or upload scanned copy of BG as per **format 6.3 A** and the original along with bank confirmation letter in sealed envelope to be submitted physically before opening of techno commercial bid (Part I).
4. In case of any discrepancy between numerical digits and words, the words shall be considered for evaluation of the bid.
5. No Deviation / conditionality if any shall be accepted in the bids (Part I & Part II). Such bids will be rejected.
6. The bidders shall provide complete information at the time of submission of bid. However, if the bidders are asked to furnish any clarification / confirmation, they shall furnish the same within specified time failing which the bid shall be finalized / decided on the basis of available information. If disqualification as a

result of non submission / delay in furnishing the desired information / documents happens then PEDDA in no way shall be held responsible.

7. The RfP can be downloaded from web site [www.etender.punjabgovt.gov.in](http://www.etender.punjabgovt.gov.in). Details of this notification can also be seen in RfP exhibited on website [www.peda.gov.in](http://www.peda.gov.in) but bids to be submitted online in electronic format only on website [www.etender.punjabgovt.gov.in](http://www.etender.punjabgovt.gov.in).
8. The complete bid documents and formats shall be uploaded on [www.etender.punjabgovt.gov.in](http://www.etender.punjabgovt.gov.in) in time as per checklist provided with the RfP. The checklist along with relevant page nos. should also be submitted with the bid.
9. The bidders who are interested in bidding can download bid documents from [www.etender.punjabgovt.gov.in](http://www.etender.punjabgovt.gov.in) up to the stipulated date & time free of cost.
10. Bidders who wish to participate in this RfP will have to register on [www.etender.punjabgovt.gov.in](http://www.etender.punjabgovt.gov.in) (bidders already registered on [www.etender.punjabgovt.gov.in](http://www.etender.punjabgovt.gov.in), need not to register again for this RfP). To participate in online bids, Bidders will have to procure Class 3 Digital Signature Certificate as per requirement under Information Technology Act - 2000 using which they can sign their electronic bids and also get USER ID and PASSWORD.

For any clarifications / difficulty regarding e-tendering process flow, please contact on 9888105200 / 9257209340 / 0172-5095926 or PEDDA.

## **1.9 BIDDING FORMATS:**

List of formats / documents to be submitted online duly signed digitally by Authorized Signatory. The bidders shall choose the formats depending upon the project quoted.

### **Single Stage Bid:**

#### **1. Part – I A: (Qualification)**

- i. Bid Document Fees (Non Refundable)
- ii. E – bidding processing fee (Non refundable)

- iii. Bid Processing Fee (Non Refundable)
  - iv. Earnest Money Deposit as per **format 6.3 A**;
- 2. Summary Sheets as per format 6.13 Part A & Part – B: (Techno – Commercial Documents / Formats)**
- i. **Covering Letter as per format 6.1**;
  - ii. **Power of Attorney as per format 6.2**;
  - iii. Performance Bank Guarantee (to be submitted at the time of signing of IA) as per **format 6.3 B**;
  - iv. Board Resolutions as per **format 6.4**;
  - v. Consortium Agreement (in case of consortium) as per **format 6.5**;
  - vi. Financial Requirements as per **format 6.6**;
  - vii. Technical Criteria as per **format 6.7**;
  - viii. Grid feasibility letter from PSPCL as per **format 6.8**;
  - ix. Disclosure Agreement as per **format 6.10**;
  - x. Declaration from Bidding Company for acceptance of terms and conditions mentioned in RfP, IA and PPA documents as per **format 6.12**.
  - xi. Memorandum and Article of Association (MoA) of the bidding company;
  - xii. Share holding pattern of the company;
  - xiii. Last three years balance sheets or annual reports;

### **3. Part – II: Price Bid**

- i. Price Bid as per **format 6.9** .

#### **Note:**

1. The RfP shall contain an Index in the beginning denoting bid documents and their respective page nos. in chronological order.
2. All documents submitted online should be in PDF Format only.
3. All the required information shall be furnished strictly in prescribed Formats only. Any information other than the prescribed Formats shall not be entertained. The bid shall be evaluated on the basis of information furnished in the prescribed Formats.

4. PEDDA retains the right to seek any / all the documents in original or copy thereof duly attested by Notary for verification, in physical form on short notice of three days from any bidder for verification.
5. Bidders must check that the documents and scanned copies have been properly uploaded. The entire responsibility of uploading the data / files / documents is that of the bidder. Non submission / improper uploading / corrupted files shall hamper the evaluation process. Bidders are requested to use antivirus system / clear machines in their own interest.

**1.10 Correspondence for enquiries and clarifications:**

All correspondence, clarifications in respect of the RfP and submission of the Bid shall be addressed to:

**Director,**

Punjab Energy Development Agency,

Solar Passive Complex

Plot No. 1 & 2, Sector 33-D, Chandigarh,

Tel: 0172 - 2663328 / 2663382

Fax: 0172 – 4051241 / 2662865 /2664402

Email: [peda\\_spa@yahoo.co.in](mailto:peda_spa@yahoo.co.in)

**Contact Person: Director, Punjab Energy Development Agency,  
Chandigarh**



**Section 2**  
**DEFINITIONS**

## 2. Definitions

**“Appropriate Commission”** shall mean the CERC or the PSERC or the Joint Commission referred to in Section 83 of the Electricity Act 2003, as the case may be.

**“Bid”** shall mean the Techno commercial Bid and Pricel Bid submitted by the Bidder, in response to this RfP, in accordance with the terms and conditions hereof.

**“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;

**“Bidding Company”** shall mean a company incorporated in India or outside India, LLPs and LLCs whether incorporated in India or outside India that has submitted the response in accordance with the provisions of this RfP; the Bidding Company and Project Company can be same or separate.

**“Bidding Consortium”** or **“Consortium”** shall mean a maximum of three Bidding Companies that has collectively submitted the bid in accordance with the provisions of this RfP.

**“CERC”** shall mean the Central Electricity Regulatory Commission constituted by the Govt. of India under Electricity Act’2003.

**“CERC approved tariff”** shall mean the tariff notified by CERC for solar PV Projects for F.Y. 2015-16.

**“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;

**“Company”** shall mean a corporate body incorporated in India under the Companies Act, 1956;

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

**“Consents, Clearances and Permits”** shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities.

**“Contracted Capacity”** shall mean the power (AC) in MW contracted between the Solar Power Developer and the PSPCL at the interconnection point/ metering point.

**“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 any other arrangement or otherwise.

Provided that a financial institution, scheduled bank, foreign institutional investor, non banking financial company, and any mutual fund shall not be deemed to be Group company and its share holding 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.

**“Electricity Act 2003”** shall mean the Electricity Act, 2003 and any rules, amendments, regulation, notifications, guidelines or policies issued there under from time to time.

**“Existing Bidding Company”** shall mean the company incorporated on or before March 31, 2014.

**"Financial Closure or Project Financing Arrangements"** means arrangements of necessary funds by the Project Developer either by way of commitments of funds by the company from its internal resources and / or tie up of funds through a bank / financial institution by way of sanction of a loan.

**"Force Majeure conditions"** means any event or circumstance which is beyond the reasonable direct or indirect control and without the fault or negligence of the Solar Project Developer and which results in Solar Project Developers inability, notwithstanding its reasonable best efforts, to perform its obligations in whole or in part and may include rebellion, mutiny, civil unrest, riot, strike, fire, explosion, flood, cyclone, lightening, earthquake, act of foreign enemy, war or other forces, theft, burglary, ionizing radiation or contamination, Government action, inaction or restrictions, accidents or an act of God or other similar causes.

**"Punjab State Grid Code"** shall mean the State Grid Code specified under clause (h) of sub – section (1) of section 86 of the Electricity Act 2003.

**"Inter - connection Point / Metering Point"** shall mean the point at which 11 kV ,66 kV or 132 / 220 KV transmission line connects with the Outdoor Yard (ODY) of the Project at the H-pole (In case of 11 kV) / jumpers connecting the first tower in the project ODY (In case of 66 Kv or above ).Main and Check energy Meters for the purpose of project energy recording and billing shall be done at this interconnection point.

**"Lead Member of the Bidding Consortium" or "Lead Member"** There shall be only one Lead Member, having committed shareholding more than 50% in the Bidding Consortium. The share holding pattern of the company / consortium shall not be changed for at least one (1) year from the date of Commissioning of the Project;

**"Letter of Award" or "LoA"** shall mean the letter issued by Punjab Energy Development Agency (PEDA) to the Selected Bidder for award of the Project.

**"Limited Liability Partnership" or "LLP"** shall mean a company incorporated under the Companies Act 1956;

**"Limited Liability Company" or "LLC"** shall mean Limited Liability Company registered under the respective statutes applicable in the country of its origin.

**"Member in a Bidding Consortium" or "Member"** shall mean each Bidding Company who is a part of Bidding Consortium.

**"Net availed tariff"** means the tariff arrived after providing discount on generic tariff notified by PSERC / CERC in its RE tariff for F.Y. 2015-16.

**"Newly Incorporated Bidding Companies"** means the companies which has been incorporated and has not completed a single year of operation as on the date of techno commercial bid opening.

**"Paid up Share Capital"** shall include Paid up equity share capital and fully, compulsorily and mandatorily convertible preferences shares and fully, compulsorily and mandatorily convertible debentures.

**"Parent Company"** shall mean a Company, which holds at least 26% Paid Up Share Capital either directly or indirectly in the Bidding Company or in a Member of a Consortium developing the Project. In case, the Parent Company is a foreign company, the Parent Company can hold 100% equity in the bidding company.

**"Power Purchase Agreement (PPA)"** shall mean the agreement to be executed between PSPCL and the Solar Power Developer pursuant to which the Solar Power Developer shall supply power to PSPCL, with a tariff derived after bidding process valid for a period of 25 years from the date of commissioning.

**"Project"** shall mean \_\_\_\_\_ MW Solar PV Power Plant (Generating Facility) including all the land, civil structures, electrical and mechanical plant and equipment, 11 / 66 /132 / 220 kV switch yard including transformer, breaker, CT/PTs, wave traps, structures, isolators etc. , dedicated telephone lines, telephone and wireless system, components, appurtenants, communications, access road off the village road, foot paths, carriage ways, etc. located at approved and allocated area in the State of Punjab.

**"Project Company"** shall mean the Company incorporated by the successful Bidder under the Indian Companies Act or the applicable Companies Act of the Foreign country in which the company has been incorporated.

**"Project Site"** shall mean the land on which the project is proposed to be set up. The Project site shall be in Punjab State only.

**"PSERC"** shall mean the Punjab State Electricity Regulatory Commission constituted by Govt. of Punjab under Section 17 of the Electricity Regulatory Commission Act, 1998 vide its Notification dated 31.03.1999 to discharge the duties the duties and perform the functions specified under Section 22 of the Act;

**"PSERC Approved Tariff"** shall mean the tariff to be notified by PSERC for solar PV projects for FY 2015-16.

**"PSPCL"** means Punjab State Power Corporation Limited

**"PSTCL"** Means Punjab State Transmission Corporation Limited

**"RfP"** Shall mean Request for Proposal Document.

**“Scheduled Commissioning Date”** means the commissioning date of respective unit(s) of the power Project as per the time schedule given in the RfP.

**“Actual Commissioning Date”** means the actual commissioning date of respective unit(s) of the power Project where upon the Solar Project starts injecting power from the power Project to PSPCL grid after successful synchronization.

**"Selected Bidder or Successful Bidder"** shall mean the Bidder selected pursuant to this RfP to set up the Project and supply electrical energy as per the terms of PPA;

**"Solar PV Project"** shall mean the Solar Photo Voltaic power project that uses sunlight for direct conversion into electricity through Photo Voltaic technology;

**“Statutory Auditor”** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or under the provisions of any other applicable governing law;

**"Technology Partner"** shall mean any entity from which the Bidder proposes to take technology support for developing Solar PV Project. This entity can be a Member in more than three Bidding Companies / Bidding Consortium provided that it holds less than 10% of equity commitment in each Bidding Company / Consortium;



## **Section 3**

# **INFORMATION AND INSTRUCTION TO BIDDERS**

### 3. INFORMATION AND INSTRUCTIONS TO BIDDERS

#### 3.1 Total Capacity Offered

The Solar PV Projects have estimated total capacity of 500 MW under Phase-III. However, the actual allocated capacity of Solar PV Power Projects will be disclosed after response and selection of successful bidders. All the Grid Connected Solar PV Power Projects under Phase – III shall be installed in the State of Punjab only.

#### Illustration:

- i) If the total capacity of bids received during bidding is more than 500 MW, then the allocation capacity shall be limited to 500 MW depending upon the outcome of the bid evaluation.
- ii) If the bid received during the bidding is less than 500 MW, then the allocation capacity will be limited to shortlisted capacity.

#### 3.2 Capacity of each Project

The total capacity to be allotted is as under:

Nature of Eligible Bidding Company	Capacity of Projects
Newly Incorporated Companies / Existing Companies	Project Capacity: Minimum 50 MW - Maximum 150 MW ( Minimum plant cap.5 MW at one site with max. 10 locations)

**Table 4:** Project Capacity, MW

**Note:**

- i. +5% tolerance is allowed on the capacity of the project. E.g. 25 MW capacity project can have 26.25MW as DC capacity based on the rated capacity of PV modules at STC conditions (1000 W/m<sup>2</sup>, 25°C, AM 1.5). No negative tolerance is acceptable.

Any capacity of solar power projects allocated to the Solar Project Developers in any of earlier allocations by the Ministry of New and Renewable Energy (MNRE), New Delhi or any other agency / organization shall not be counted for the purpose of deciding the allocation under the present RfP. The bidder shall however inform in writing about the total capacity of projects allocated to Bidding Company by MNRE or any other State Nodal Agency (SNA).

**3.3 Obtaining RfP Document & Processing Fees**

- a) RfP document can be downloaded free of cost by the bidder from the website [www.etender.punjabgovt.gov.in](http://www.etender.punjabgovt.gov.in).
- b) Prospective bidders interested to participate in the bidding process are required to upload their proposal by paying following fees:
  - i) Bid Document Fee of Rs. 5,000/- (Rupees five thousand rupees)
  - ii) E- Processing Fee of Rs. 2,247/- (Rupees Two Thousand Two Hundred and Forty Seven Only)
  - iii) Bid Processing fee of Rs. 5,00,000/- (Rupees Five Lacs Only) per bidAll above fees are non refundable and payable online through IPG / RTGS mode.

**3.4 Submission of Bids**

Bidders may submit response to RfP for development of Projects under this scheme. Response to RfP has to be submitted as per the terms & conditions of this RfP.

### **3.5 Number of Responses to RfP by a Company**

The Bidder may submit single bid in the prescribed format for a maximum of three projects subject to maximum aggregate capacity of 150 MW (One Hundred Fifty MW ) but with minimum project cap. Of 50 MW . It is important to note the maximum plant capacity at single location cannot exceed 150 MW and minimum plant capacity at single location can not be less than 5 MW, e.g Bidder can set up 10 number plants of capacity 5 MW each in case of 50 MW allocation of aggregate capacity. The different locations means Plants situated at different sites.

Statement for the same is to be submitted as per format for Disclosure (**format — 6.10**).

### **3.6 Qualification Requirements**

The Bidder independently or on the basis of the Financial / Technical capability of its Affiliate(s)/Group/Parent should meet the Qualification Requirements specified for Internal Resource Generation, Net Worth, Annual Turnover, Technical Criteria given below:

#### **A. Companies Eligible for Participation:**

- (i) A company incorporated in India under the Companies Act 1956
- (ii) A company incorporated outside India
- (iii) Limited Liability Partnership and Limited Liability Companies whether incorporated in India or outside India

Bidding Consortium of maximum three Bidding Companies

#### **B. Technical Criteria:**

**(Newly Incorporated Bidding Company / Existing Bidding Company/Consortium:** The bidding company or in case of consortium, a member thereof should have installed and commissioned Solar power projects

of aggregate capacity 25 MW or higher grid connected capacity which is/are in operation any where in the world before the last date of submission of e-bid. For this purpose, the Bidder is required to furnish the letter from concerned Nodal Agency / Project Owner/client for successful commissioning/operation of project before the last date of submission of e-bid.

The Bidders shall deploy commercially successful and operational technology wherein there is at least one project successfully operational of the proposed technology, for at least one year before the last date of submission of e - bid, anywhere in the world. The Bidder is required to furnish evidence of meeting the above eligibility criteria for technology usage before financial closure.

Detailed technical parameters for Solar PV Projects are at Annexure - 1.

### **C. Financial Criteria**

**( Note:- For the Qualification Requirements, if data is provided by the Bidder in foreign currency, then the Net Worth Certificate from Chartered Accountant, certified copies of Balance Sheet, Profit and Loss Account, Schedule and Cash flow statement and supported with bank statement shall be converted in INR by using TT buying rate of such foreign currency as declared by State Bank of India and prevailing on the date of closing of the accounts for the respective financial year. If the response to RfP is submitted by a Consortium the Net Worth requirement shall be met collectively by all the Members in the Bidding Consortium. The Net Worth requirement to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company. For computation of Net Worth of member's methodology as provided in para 2 (i) below shall be followed.**

**Any successful Bidder, who is not a Company under Companies Act 1956, shall incorporate a Project Company. Any Consortium, if successful, shall form a Project Company with equity participation by the Members in line with consortium agreement (to be submitted along with RfP) before signing the IA. i.e. the Project Company incorporated shall have the same Shareholding Pattern as given at the time of RfP. The share holding of the Lead Member holding more than 50% of the voting rights shall not change from the submission of e – bid upto One Year after the commissioning of the Project. However, in case of any change in the shareholding of the other shareholders (other than the Controlling Shareholder including Lead Member) after signing of IA, the arrangement should not change the status of the Controlling Shareholder and the lead member in the Project Company at least up to one year after the commissioning of the Project. Further, such change in shareholding would be subject to continued fulfillment of the financial and technical criteria, by the project company.**

**In case the Parent Company is a foreign company, The Parent Company can hold 100% equity in the bidding company. Once selected the required Net Worth has to be brought into the bidding company before signing of IA.**

**The bidding company will be allowed to implement the project through special purpose vehicle (100% subsidiary of the bidding company) subject to the SPV shall be formed under Indian Companies Act before signing of IA. Accordingly the required Net Worth has to be brought into the SPV company before signing of IA.**

**The Bidder may seek qualification on the basis of financial capability of its Parent for the purpose of meeting the Qualification Requirements.**

**Whether or not financial resources of Affiliate(s)/Group/Parents are relied upon to achieve the required Net Worth, the required 20 % Net Worth has to be infused in the Project Company before signing of IA and balance 80 % at the time of Financial Closure . The bank statement starting from the date of submission of bid till date will also be required to be submitted before signing of IA. A copy of Allotment Return filed with ROC for registering the shareholding and its terms & conditions must also be submitted at the time of submission of bid and before signing of IA.)**

### **1. Newly Incorporated Bidding Companies:**

The Bidding Company / Bidding Consortium relying solely on its own credentials, where the annual accounts have not been prepared, only net worth has to be met. The Net Worth requirement for such companies / consortium shall be minimum of Rs. 1.50 Cr per MW and should be met as on day not more than seven days prior to the date of submission of e - bid by the bidding Companies / Consortium. To demonstrate fulfillment of this criteria, the Bidder shall submit a certificate from a Chartered Accountant certifying the Net Worth on the date not more than seven days prior to submission e - bid along with a certified copy of balance sheet, profit & loss account, schedules and cash flow statement supported with the Bank Statement.

In case of application by a Bidder for multiple projects total cumulative capacity applied by the Bidder shall be considered for the purpose of Net Worth. (Example: Company 'A' applying for say 2 projects of 50 MW x 2 No.. the Net Worth required shall be Rs. 150 .00 Crore).

## 2. Existing Companies:

**The existing companies shall meet the financial criteria as stated below:-**

- (i) **Net Worth:** Rs. 1,50,00,000/- (Rupees One Crore Fifty Lakh Only) per MW or equivalent US\$\* per MW of the capacity. The computation shall be derived from any of the last three year's annual accounts.

### **Net Worth:**

= Paid up share capital

Add: Free Reserves

Subtract: Revaluation Reserves

Subtract: Intangible Assets

Subtract: Miscellaneous Expenditures to the extent not written off and carry forward losses.

**In case of application by one company for multiple projects and total cumulative capacity applied by the company shall be considered for the purpose of Net Worth.**

However, in case the application is made by two companies, the Group, the Net Worth required shall be calculated separately for each company.

For the purposes of meeting financial requirements, only unconsolidated audited annual accounts for the last 3 (three) years shall be considered. However, consolidated audited 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 Bid.

The computation of Net Worth shall be based on unconsolidated audited annual accounts of the Company / Consortium. The Bidder would thus be required to submit annual audited accounts for the last three financial years (or if the period of existence of the Company is less than three Years, then starting from the year of incorporation) 2011-12, 2012-13 and 2013-14 (or Calendar Years 2012, 2013 and 2014 or the accounting years as adopted by the Company and acceptable as per the laws of the respective Country) while indicating the year which should be considered for evaluation. To demonstrate fulfillment of the criteria, the Bidder shall submit a certificate from a Chartered Accountant certifying the availability of Net Worth along with a certified copy of balance sheet, profit & loss account, schedules and cash flow statement supported with the Bank Statement.

The share premium will form an integral part of Net Worth provided it is realized in cash or cash equivalents.

For individuals / Directors, Association of Person, Partnership firm, Companies incorporated under section 25 of the Company Act, 1956 etc. net worth will not be considered for computation of bidders Net Worth.

In case of application by one company for multiple projects total cumulative capacity applied by the Company shall be considered for the purpose of Net Worth.

In case of Project Developer being 100% owned subsidiary of another limited company, the financial criteria of parent company will be considered subject to submission of documents of Board Resolution of Parent Company.

The supporting documents such as copy of accounts for last 3 (three) years, Net worth from a practicing C.A. must be submitted along with RfP documents.

#### **D. Connectivity with the Grid and Pooling substations**

- (i) The plant should be designed for inter - connection with PSPCL/PSTCL at voltage level 33/66 kV (2.5 MW capacity upto 25MW) or 132KV/220 KV (above 25MW capacity ). The Project Developers should indicate to the PSPCL/PSTCL the location [Village, Tehsil and District, as applicable] of its proposed project(s) and the nearest grid substation(s) where the power is proposed to be evacuated. In this regard, the Bidder shall submit a letter from the PSPCL before financial closure confirming technical feasibility of grid connectivity of the plant to substation at the indicated location as per **format — 6.8.**
- (ii) It is the responsibility of bidder or project developer for obtaining the grid connectivity with PSPCL/PSTCL substation at its own cost. The energy meters both main and check and CTs/PTs shall be installed at the interconnection point of the project for energy metering and billing. The panels, Kiosks, protection and metering equipment etc along with jumpers / cable from last tower / H-pole (of generating company's transmission line) in the grid substation shall be provided by PSPCL/PSTCL.
- (iii) Protective equipment's to be installed in the switch yard of the project shall be coordinated by the SPD with PSPCL/PSTCL. The switch yard equipments shall have short circuit rating to match the short circuit rating of PSPCL/PSTCL grid substation to where the power is to be evacuated. For this purpose the SLD, protection and metering system shall be got approved from PSPCL by the SPD.

- (iv) The arrangement of connectivity can be made by the SPD through a dedicated power evacuation line which the SPD may construct himself or get constructed by PSPCL/PSTCL or any other agency on acceptable terms. The entire cost of power evacuation including cost of construction of line from the project upto the nearest substation will be borne by the Project Developer and will not be reimbursed by PSPCL/PSTCL. PEDDA advises to the bidders to ensure that preferably there are no as rail way lines, rivers etc. between the solar power plant and connecting substation. Such obstacles cause delay in laying of transmission lines and in turn lead to commissioning of the projects. Such interconnection delays if any will be sole responsibility of the bidder.
- (v) PSPCL/PSTCL shall incur the required expenditure for erection of bay / equipment/control and relay panels and up gradation of facilities in their sub-station for accepting the power from the solar project.
- (vi) Energy metering shall be carried out in order to comply with the metering code of the state grid code. The expenditure for installation of energy meters and required CTs, PTs at the project end are to be borne by the solar power developer.
- (vii) However, each individual plant shall have separate interconnection (at 11 kV,66 kV/132KV/220 KV) in the plant ODY and separate metering arrangement with the nearest technically feasible PSPCL and PSTCL substation. The main and check energy meters shall be installed on the HT side of the plant ODY. However plants located close to each other can set up pooling substations for evacuation of power through a common transmission line. SPD shall bear the cost of the complete pooling substation including transmission lines, bays and breakers and all other infrastructure required as per state Grid code/ regulations. The

interconnection point in case of pooling substation shall be on the HV side of the step up transformer/outgoing bay. In case of pooling substation, main meters with CT/PT shall be installed on the each individual incomer in the pooling substation with check meters and CT/PT at the ODY of each individual plant. Common energy accounting meter with CT/PT shall be installed on the outgoing bay of the pooling substation. Energy accounting for billing purpose will be based on the energy export recorded in the common energy accounting meter at the pooling substation. The energy measured on each main meter installed on each incomer will be proportionately adjusted with the energy measured on the common energy accounting meter for the purpose of billing of individual plants where the power sale tariffs are different in PPA. All the transformation, busbar, transmission system and distribution system losses up to the interconnection point in case of pooling substation shall be borne by the SPD. SPD's shall be required to jointly set up, maintain and operate the pooling substation along with communication links and the common transmission line at their own cost for the entire term of the PPA.

**Note:** In case of Bidding Consortium, the connectivity letter(s) from PSPCL /PSTCL has to be in the name of lead member and the same would be required to be transferred to the Project Company before signing of IA.

### **3.7 Short - listing of Projects**

PEDA shall evaluate only those responses to RfP, which are uploaded by due date and time specified in e-NIT. The responses will be evaluated based on the qualification, techno commercial criteria, terms and conditions contained in the Rfp and the bidders will be shortlisted.

### **3.8 Selection of Bidders:**

The final selection of bidders shall be based on net availed tariff after providing discount on generic tariff notified by CERC for Solar PV Power Projects for FY 2015-16, irrespective of availing Normal Rate of depreciation / Accelerated Rate of depreciation. PEDDA will shortlist the bidders based on the net tariff arrived in Rs. Per kWh after reduction of discount offered by the bidder **(Refer format 6.9)**.

#### **3.8.1 Selection of Projects based on Offering the Lowest Net Availed Tariff**

- a. The Bidders will be required to submit price bid indicating the discount in Paisa / kWh on CERC approved Applicable Tariff, which is adopted by PSERC as per historical precedences. Bidders will be required at this stage to exercise the option of availing Normal Rate of Depreciation or Accelerated rate of Depreciation for the purpose of accounting practices to be followed for the project. However, if at any stage any discrepancy is observed on the same, provisions of Clause 3.8.1 Note mentioned in this RfP will be applicable.
- b. The Bidders offering the lowest net availed tariff (irrespective of Normal rate of depreciation or Accelerated rate of depreciation) will be selected first and so on in increasing order till the total aggregate capacity as per Clause 3.1 is reached.
- c. In case a Bidder bids for multiple Projects, then the bidder has to offer price bid quoting net availed tariff separately for each Project.
- d. In case, two or more Bidders offering same net availed tariff irrespective of opting Normal rate of depreciation or Accelerated rate of depreciation, then

the selection of Bidders shall be by draw of lots and the Bidder selected first shall be ranked higher, than the second Bidder in the selection list.

At the end of selection process, Letter of Award (LoA) will be issued to all the selected Bidders.

**Note:**

- i. The Selected Project Developers will be required to submit a copy of the audited annual accounts along with tax audit report supplemented with calculation of Depreciation and a copy of Income Tax return for the first 05 years from Commissioning of the 1<sup>st</sup> Unit of the Solar Power Project Company. If at any stage after Commissioning it is found that instead of Normal Rate of Depreciation (based on which the Solar Power Project Company was selected) the Solar Power Project Company is claiming Accelerated Rate of Depreciation as per the Income Tax Act 1961, the applicable Tariff of the Solar Power Project shall stand changed to PSERC Tariff for Accelerated Rate of Depreciation from the Commissioning with applicable discount.
- ii. In case ownership of the assets, (excluding land) does not vest with the developer, the PSERC Applicable Tariff with Accelerated rate of Depreciation with applicable discount will be made applicable for such Projects from the Commissioning of 1<sup>st</sup> Unit of the Project.

### **3.9 Implementation Agreement (IA)**

The terms and condition for Implementation of the project shall be formulized through signing of Implementation Agreement between successful bidder and PEDDA. The Solar Project Developer shall be required to pay non refundable facilitation service charges @ 0.5% of the total Project Cost (as per the project cost given in the Detailed Project Report (DPR) submitted by the SPD) with a

maximum limit of Rs. 50,00,000/- (Rupees Fifty Lac Only) before signing of Implementation Agreement.

The successful bidder shall execute separate Implementation Agreement for each project and shall pay separate facilitation charges.

The detailed project report shall be submitted by the SPD before signing of IA. The IA is attached as **Annexure - 3**.

The Detailed Project Report shall contain Executive Summary, Solar PV Technology Overview, Solar Resource Assessment & Technology Selection, Project Description, Plant and Equipment Design Criteria, Power Evacuation System & Grid Interaction, Construction Programme Schedule, Permits and Licence Required, Operation and Maintenance Requirements, Social & Environment Impact Assessment, Risk Assessment, Project Cost Estimate & Financial Analysis and Conclusion.

After signing of Implementation Agreement, PEDDA will conduct monthly review meeting with successful bidders or solar power developers till the successful commissioning of the project by submitting the monthly progress report of the project along with photographs.

The successful bidder shall be required to install Weather Monitoring Station (Pyranometer, Temperature Sensor, Anemometer, Rain Gauge and Humidity Sensor) at each Project site, the weather data and the generation data from the solar power plant shall be made available to PEDDA on daily/monthly basis.

### **3.10 Power Purchase Agreement (PPA)**

The PPA shall be executed between PSPCL and the Selected Bidder(s), within thirty (30) days from the date of signing of Implementation Agreement. The PPA will be valid for 25 (Twenty five) years from the date of commissioning of the complete plant or partial capacity.

### **3.11 Submission of Response to RfP by the Bidder by uploading documents and online filling and Submission of summary Data Sheets on E - Tender Website**

The response to RfP shall contain the following:

#### **1. E - Bid Part - I A: (Qualification)**

- i. Bid document fee (Non refundable) of Rs. 5,000/- through IPG / RTGS.
- ii. E – Processing fee (Non refundable) of Rs. 2,247/- (Rupees two thousand two hundred and forty seven) through IPG / RTGS mode.
- iii. Bid Processing Fee (Non Refundable) of Rs. Rs. 5,00,000/- (Rupees Five Lacs Only) per bid through IPG / RTGS mode .
- iv. Earnest Money Deposit of Rs. 5,00,000/- (Rupees Five Lac only) per MW through IPG / RTGS or in the form of bank guarantee as per **format 6.3** .
- v. Summary Data Sheet for Part - I A as per **format 6.13 Part A and B**

#### **2. E – Bid Part – I B: (Techno – Commercial Documents / Formats)**

- i. Covering Letter as per **format 6.1**;
- ii. In case of a Bidding Consortium, a Power of Attorney in favor of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **format 6.2**.

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



- iii. Performance Bank Guarantee (to be submitted at the time of signing of IA) in the form of BG as per **format 6.3 B**;
- iv. Board Resolutions to be submitted as applicable as per prescribed formats enclosed as **format 6.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
  - a. Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favor of the person signing the response to RfP;
  - b. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project / Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and
  - c. Board Resolutions from Parent (whose credentials were used in the response to RfP), of the Bidding Company / any Member of the Bidding Consortium, undertaking to invest the entire amount as committed by Bidding Company / Member of the Bidding Consortium, in event of failure of the same to make such investment.
- v. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **format 6.5** along with Board resolution from each Member of the Consortium for participating in consortium;
- vi. Format for Financial Requirements as per **format 6.6** as applicable;
- vii. Format for Technical Criteria wherein Bidder shall certify that the technology to be adopted shall be commercially established technology and is under operation for at least one year. Final details of same shall be submitted within 90 days of signing of PPA as per **format 6.7**;

- viii. A letter from the PSPCL/PSTCL for confirming connectivity of the Project as per draft **format 6.8**; *(This can also be submitted before financial closure, if the bidding company/ consortium is unable to procure the same at the time of submission of RfP).*
- ix. A disclosure statement as per **format 6.10** regarding participation of any parent company in this bidding process;
- x. Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **format 6.11**; *(This can also be submitted before financial closure of project, if the bidding company/ consortium is unable to procure the same at the time of submission of RfP).*
- xi. Checklist for Bank Guarantee as per Appendix — A;
- xii. A Declaration by the bidding company / lead member of the bidding consortium for acceptance of the terms and conditions mentioned in RfP, all annexures including formats, appendices, IA and PPA as per **format 6.12**.
- xiii. Summary Data Sheets (Part - I B)

**Documents to be submitted:**

- i. Memorandum & Articles of Association (highlighting relevant provision of Power / Energy / Renewable Energy / Solar Power Plant development) if any, Certificate of Incorporation (if applicable) of Bidding Company / all member companies of Bidding Consortium along with shareholders rights and obligations filed with ROC.
- ii. Share holding pattern of the company;
- iii. Last three years audited balance sheets or annual reports;
- iv. Title Deeds and documents if any, denoting ownership of leasehold rights of bidder in respect of proposed project land. *(This can also be submitted within 150 days from the date of signing of PPA. , if the bidding company/ consortium is unable to procure the same at the time of submission of RfP).*

### **3. E - Bid Part - II: (Price Bid)**

The price bid to be submitted strictly as per price bid **format 6.9** to be filled online;

Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from referring to any other document for providing any information required in the prescribed format. All the above information sought in specific formats along with documents sought as above must be uploaded after scanning on the e-bid website.

#### **3.12. Bidder Notification:**

The Bidder should note that:

- a. The bidder may be shortlisted based on the declarations made by them in relevant schedules of RfP. The documents submitted along with bid may be verified before signing of IA in terms of Clause 3.9.
- b. 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 RfP, in any manner whatsoever, the PEDDA reserves the right to reject such response to RfP and/or cancel the Letter of Award, if issued and the Bank Guarantee (either EMD or Performance BG) submitted upto that stage shall be encashed.
- c. Response submitted by the Bidder shall become the property of the PEDDA and the PEDDA shall have no obligation to return the same to the Bidder.
- d. The response to RfP shall be uploaded as mentioned in clause 3.14. No

change or supplemental information to a response to RfP will be accepted after the scheduled date and time of submission of response to RfP. PEDDA reserves the right to seek additional clarifications from the Bidders, if found necessary, during the course of evaluation of the response to RfP.

- e. All the information / documents should be submitted in English / Punjabi language only.
- f. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- g. Response to RfP that are incomplete, which do not substantially meet the requirements prescribed in this RfP, will be liable for rejection by PEDDA.
- h. Response to RfP not submitted in the specified formats will be liable for rejection by PEDDA.
- i. Bidders delaying the submission of additional information or clarifications sought will be liable for rejection.
- j. Non submission and / or submission of incomplete data / information required under the provisions of RfP shall not be construed as waiver on the part of PEDDA of the obligation of the Bidder to furnish the said data / information unless the waiver is in writing.
- k. Only Courts in Chandigarh shall have exclusive jurisdiction in all matters pertaining to RfP.

### **3.13 Due Date**

The Bidders should upload the response to RfP as specified in e-tender notice by (IST) 28<sup>th</sup> July 2015 by 5.00 PM.

### **3.14 Participation in E – Bidding:**

For participation in the e-tendering process, the bidder shall have to get themselves registered with website [etender.punjabgovt.gov.in](http://etender.punjabgovt.gov.in) and get user ID, password. Class -3 Digital Signature is mandatory to participate in the e-tendering process flow, please contact us on 9888105200 / 9257209340 / 0172 - 5095926 or contact PEDDA.

### **3.15 Method of Submission**

The response to RfP is to be submitted through e – bidding in the following manner;

**Part – I A: (Qualification): Contains E-processing fee, Bid processing fee, EMD and Summary Sheet Part – I A.**

**Part – I B: (Techno Commercial): Contains all formats, technical documents and summary sheet Part – I B.**

**&**

**Part – II: Price Bid Contains only Price Bid format.**

### **3.16 Validity of the Response to RfP**

The Bidder shall submit the response to RfP which shall remain valid up to One Hundred Fifty (150) days from the last date of submission of response to RfP ("**Bid Validity**"). PEDDA reserves the right to reject any response to RfP which does not meet the aforementioned validity requirement.

### **3.17 Preparation Cost**

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

### 3.18 Enquiries / Clarifications

#### (i) Pre Bid Meeting:

Clarifications / Doubts, if any, on RfP document may be addressed to Director at the address mentioned below on or before 12<sup>th</sup> July,2015. PEDDA will make all efforts to respond to the same in the Pre Bid Meeting to be held on 14<sup>th</sup> July,2015 at 11:30 am (IST) at Chandigarh. A compiled list of such questionnaire and PEDDA's response will be uploaded on the website of PEDDA for information of all concerned - [www.peda.gov.in](http://www.peda.gov.in). All are requested to remain updated with the website. No individual and separate reply / intimation will be given elsewhere.

#### (ii) Enquiries / clarifications may be sought by the Bidder from:

<b>Name &amp; Address of the Authorized Person of PEDDA:</b> Joint Director (Projects) Punjab Energy Development Agency Solar Passive Complex Plot No. 1-2 Sector 33 - D Chandigarh	Phone (Off): 0172-2663382,2664402  Fax : 0172-2662865  E-mail: <a href="mailto:peda_spa@yahoo.co.in">peda_spa@yahoo.co.in</a>
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### 3.19 Right of PEDDA to Reject / Accept a Bid or Change the Capacities for Allocation

PEDDA reserves the right to reject all or any of the response to RfP or cancel the RfP without assigning any reasons whatsoever and without any liability at any stage. PEDDA also reserves the right to change the total capacity for allocation at any stage even after the opening of the financial bids.

### 3.20 Bank Guarantees

The Bidder shall provide the following Bank Guarantees from any of the Banks listed in **Annexure II** to PEDDA in a phased manner as detailed hereunder:

- **Earnest Money Deposit (EMD):** Rs. 5,00,000/- (Rupees Five Lac Only) per MW in the form of Bank Guarantee or through RTGS / IPG mode along with RfP as per **format - 6.3 A.** (valid for a period of 180 days from last date of submission of the response to RfP). The EMD shall be in the name of bidding company or Lead member of a consortium (in case of consortium). In case of BG, the original copy of BG shall be submitted at the time of opening of e-bid, otherwise the bid shall not be opened.
- **Performance Guarantee (PG):** Rs. 10,00,000/- (Rupees Ten Lac only) per MW for each project in the form of BG or through RTGS / IPG mode at the time of signing of IA as per **format — 6.3 B.** (valid for a period of 20 months from the date of signing of IA).

The Bank Guarantees shall only be in the name of bidding company / lead member of in case of consortium. Bank Guarantee in the name of bidder's parent company shall be not be acceptable.

In case the Project developer is not having the banking relationship with the bankers listed in Annexure – 2, the bank guarantees submitted by the bidder other than the list provided shall not be acceptable.

In case the bidder gives BG of a foreign bank, the bidder shall provide the said BG with an endorsement of State Bank of India or any branch of said foreign bank in India. The foreign bidder is responsible for endorsement of BG by State Bank of India. The BGs shall not be submitted to PEDDA directly by bidder's banker. It shall be responsibility of bidder to submit the BG to PEDDA as per stipulated terms.

The Total Performance Guarantee calculated @ Rs. 10, 00,000/- (Rupees Ten Lac Only) per MW shall be submitted at the time of signing of IA. The EMD of un-successful bidder shall be released after selection and issuance of Letter of

Award (LoA) to successful bidder(s). The EMD of successful bidders shall be released only after submission of Performance Guarantees and signing of PPA. In case, PEDDA offers to execute the IA with the selected bidder and if the selected bidder does not submit the requisite documents or does not execute the IA within the stipulated time period, the EMD shall be forfeited.

Similarly, if PSPCL offers to execute the PPA with selected bidder and if the selected bidder refuses to execute the PPA or is unable to execute the PPA within stipulated time period, the bank guarantees towards EMD shall be forfeited.

The Bank Guarantees have to be executed on non - judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. The Bank Guarantees have to be in the name of the Bidding Company / Lead Member of Bidding Consortium.

In order to facilitate the bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist at Appendix — A has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.

### **3.21 Minimum Equity to be held by the Promoter**

The Company developing the project shall provide the information about the Promoters and their shareholding in the Company to PEDDA indicating the controlling shareholding at the stage of submission of RfP to PEDDA.

No change in the shareholding of the Bidding Company or Bidding Consortium developing the Project shall be permitted from the date of response to the RfP



till one year after commissioning of the project. However, in case the Project is being developed by a listed company, this condition will not be applicable.

The controlling shareholding shall mean more than 50% of the voting rights and equity paid – up share capital in the Company / Consortium.

**Note:** In case Bidding Company or Bidding Consortium is selected for more than one project, then separate project company can be formed for each project; however the equity commitment (in case of bidding consortium) as informed at the stage of RfP shall be maintained in all the project companies to be formed till one year after commissioning of the project. Similarly for the Bidding Company, forming a project company with no change in Shareholding pattern & controlling shareholding as informed at the stage of RfP upto one year after Commissioning of the Project.

### **3.22 Financial Closure or Project Financing Arrangements:**

The Project Developer shall report tie up of Financing Arrangements for the projects within 150 days from the date of signing Power Purchase Agreement. At this stage, the Project Developer would furnish the following documents:

- (i) The project developer will submit the final technology selection viz. Crystalline/ Thin Film/ Concentrator PV/specific any other technology etc.
- (ii) Order copy / agreement copy, with Technology Provider / supplier for supply of modules, equipments for said technology.
- (iii) A certificate from the project / client situated anywhere in world that the technology supplied by the Manufacturer / Technology Provider is in successful operation.
- (iv) The project developer will submit the final loan sanction letter from the bank/FI along with copy of the signed loan agreement with the FI/Bank as

compliance documents indicating financial closure. In case the financial closure is achieved from foreign lenders/other pvt institutions/lenders, certified copy of the sanction letter and loan agreement copy will have to be furnished along with the CA statement certifying that the documents are final and true and that the company has achieved financial closure.

**Note:**

(a) In case of Bidding Consortium, the ownership of land or leasehold right of project land is in the name of any member of consortium then the same shall be transferred to the Project Company within 150 days from the date of signing of PPA.

**3.23 Commissioning :**

**Commissioning Schedule and Penalty for Delay in commissioning:**

The Solar PV Project shall be commissioned within 12 (Twelve ) months from the date of signing of PPA. After 12 months period , extension can be given for 30 days in the First go on payment of a fee of Rs. 20000/MW/day and after 30 days for another period of maximum 60 days on a payment of a fee of Rs.40,000/MW/day. Thereafter, PEDDA retains the right for forfeiture of 100% Performance Guarantee. SPD shall be required to intimate at least 15 days in advance to PEDDA that they need extension in commissioning and they shall pay the extension fee for the period extension is sought at least 7 days in advance. In case the SPD fails to pay the applicable extension fees to PEDDA, the same shall be recovered by encashment of the performance BG at the time of grant of extension. If still there are any dues/fees left over even after PBG encashment, PEDDA shall in first go recover the same from the energy dues

payable to the SPD by PSPCL under PPA .PSPCL shall release the same to PEDDA under intimation to the company.

In case the commissioning of project is delayed beyond 15 months from the date of signing of PPA, the Project Developer shall pay to PSPCL the Liquidated Damages at a rate of Rs. 20,000/- (Rupees Twenty Thousand Rupees Only) per MW per day for delay in such remaining Capacity which is not commissioned. The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantees and payment of Liquidated Damages shall be limited to 17 months from the date of signing of PPA. The amount of liquidated damages worked out as above shall be recovered by PSPCL from the payments due to the Project Developer on account of sale of solar power to PSPCL. In case, the Commissioning of the Project is delayed beyond 17 months from the date of signing of PPA, the PPA capacity shall stand reduced / amended to the Project Capacity Commissioned and the PPA for the balance Capacity will stand terminated and shall be reduced from the selected Project Capacity. The LoA & IA shall also stand terminated for the balance un-commissioned capacity.

**In such an event, the project developer shall not be entitled to avail any of the fiscal benefits / exemptions granted to it, including but not limited, to stamp duty / registration fee for purchase / acquiring leasehold rights of project land, exemption of CLU, EDC charges etc. The project developer shall be liable for return of benefits to the Government.**

#### **Part Commissioning:**

Part commissioning of the Project shall be accepted by PEDDA subject to the condition that the minimum capacity for acceptance of part commissioning shall be 5 MW.

The PPA will remain in force for a period of 25 years from the date of acceptance of part commissioning of the Project.

### 3.24 Time Schedule for Commissioning of Solar PV Power Projects

Selection of Solar PV Projects shall be carried out according to the timeline given below:

Sr. No.	Event	Date (D)
1.	Issue of Letter of Award (LoA)	Zero date
2.	Signing of Implementation Agreement	Within 30 days from the issue of Letter of award (LoA date + 30 days)
3.	Signing of Power Purchase Agreement	Within 30 days from the date of Signing of IA (LoA + 60 days)
4.	Financial closure / Financing Arrangement for the project	Submission of documents for financial closure / Financing Arrangement within 150 days from the date of signing of PPA ( PPA + 150 days)
5.	Commissioning of the Project	12 months from the date of signing of PPA
6	Extension of 30 days with fee Rs. 20000 / MW / day	13 months from the date of signing of PPA
7	Further Extension of 60 days with Fee of Rs. 40,000/MW/day	15 months from the date of signing of PPA
6.	After 15 months	Right retains with PEDDA for forfeiture of Performance BG
7.	Commissioning post performance BG forfeiture with Liquidated Damages	17 months from date of signing of PPA

## **Section 4**

### **EVALUATION CRITERIA**

## **4. EVALUATION CRITERIA**

### **4.1 The evaluation process comprises of the following two steps:**

- a. Step I - Responsiveness check
- b. Step II - Bid evaluation

#### **a. Step I - Responsiveness check**

The response to RfP submitted by the Bidder shall be scrutinized to establish "Responsiveness". Each Bidder's response to RfP shall be checked for compliance with the submission requirements set forth in this RfP.

Any of the following conditions shall cause the Bid to be "Non-responsive".

- i) Response to RfP not received by the due date and time of e bid
- ii) Response to RfP submitted by a Bidding Consortium not including the Consortium Agreement
- iii) Response to RfP having Conflict of Interest
- iv) Bidder submitting or participating in more than three projects either as a Bidding Company or as a Member of Bidding Consortium
- v) Non submission of Processing fee or EMD in acceptable form along with RfP document

The bids which become non responsive shall be disqualified and further bid evaluation of these bids will not be carried out. These non responsive bids will not be made responsive by accepting of any documents by PEDDA.

#### **b. Step II - Bid Evaluation**

Step II (Bid evaluation) will be carried out considering the information furnished by Bidders as prescribed under Section 6 - Formats. This step would involve

evaluation of techno commercial documents of the Bidding Company/ Bidding Consortium as per the provisions specified in Section 3 of this RfP.

**c. Price Bid Evaluation:**

The bidders whose bids get qualified as a result of compliance to terms and conditions mentioned in Section 3 of the RfP and submission of formats as per Section 6, their price bids only shall be opened.

The selection of bidders shall be based on net availed tariff after providing discount on generic tariff notified by CERC for Solar PV Power Projects for FY 2015-16, irrespective of availing Normal Rate of depreciation / Accelerated Rate of depreciation. PEDDA will shortlist the bidders based on the net tariff arrived in Rs. Per kWh after reduction of discount offered by the bidder (**Refer format 6.9**). The bidder offering the lowest net availed tariff shall be selected as L1 and so on till the total aggregate capacity as per Clause 3.1 is reached. The bidders offering discounted tariff above the bench mark tariff notified for F.Y. 2015-16 shall not be selected.

If there is any discrepancy between numeric figures and words, the words mentioned will prevail.

## **Section 5**

### **ROLE OF PEDTA**



## **5 Other Provisions:**

### **5.1 Role of PEDA as a Project Facilitator:**

- **PEDA will provide necessary support to facilitate the development of the projects. This may include facilitation in the following areas:**
  - Single Window facilitation for obtaining project approvals / clearances provided all the complete applications and documents are submitted within the required time periods by the SPD's.
  - Assistance for obtaining feasibility clearance for substation grid connectivity.
  - Grant of fiscal assistance under NRSE policy 2012.

## **Section 6**

### **FORMAT FOR BID SUBMISSION**

## 6.0 FORMATS AND SUPPORTING DOCUMENTS FOR BID SUBMISSION

### FORMATS:

The following formats are required as a part of e-bid submission for Part - I A and Part - I B documents as part of the RfP.

- i. Format of Covering Letter (**format 6.1**)
- ii. Formats for Power of Attorney (**format 6.2**)
- iii. Format for Earnest Money Deposit (EMD) (**format 6.3 A**)
- iv. Format for Performance Bank Guarantee (**format 6.3 B**)
- v. Format for Board Resolutions (**format 6.4**)
- vi. Format for the Consortium Agreement (**format 6.5**)
- vii. Format for Financial Requirement (**format 6.6**)
- viii. Format for Technical Criteria (**format 6.7**) (This can also be submitted before financial closure of project, if he is unable to procure the same at the time of submission of RfP).
- ix. Format for Grid Feasibility Letter to be obtained from PSPCL (**format 6.8**) (This can also be submitted before financial closure of project, if he is unable to procure the same at the time of submission of RfP).
- x. Format for Price Bid (**format 6.9**) (To be filled online)
- xi. Format for Disclosure (**format 6.10**)
- xii. Format for Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **format 6.11**;
- xiii. Format for Declaration from Biding Company for acceptance of terms and conditions mentioned in RfP, IA and PPA documents as per **format 6.12**.
- xiv. Format for Summary Sheet Part - **format 6.13 Part-A and Part-B**(To be

filled online)

### **SUPPORTING DOCUMENTS:**

All scanned documents including the following documents are required to be filed along with e-bid in PDF format.

- i. Title Deeds and documents if any, denoting ownership of leasehold rights of bidder in respect of proposed project land ,Memorandum & Article of Association, Certificate of incorporation of Bidding Company / all member companies of Bidding Consortium.
- ii. Copy of the shareholding along with their terms & conditions as filed with ROC.
- iii. Copy of the last three years audited balance sheets or Annual Accounts Statement for last three years as per clause no. 3.6 (C).

## 6.1 Format of Covering Letter

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

Date : \_\_\_\_\_

From : \_\_\_\_\_

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

Tel. # :

Fax. # :

E-mail address :

To,  
Director,  
Punjab Energy Development Agency  
Solar Passive Complex  
Plot No. 1- 2, Sector 33 – D,  
Chandigarh

**Sub: Response to RfP for development of Solar PV Power Project under Phase-III**

Dear Sir,

We, the undersigned \_\_\_\_\_ [*insert name of the "Bidder"*] having read, examined and understood in detail the RfP including Qualification Requirements in particular and IA for implementation of Project with PEDDA and PPA for supply of solar power for 25 years to PSPCL, hereby submit our bid in response to RfP. We confirm that neither we nor any of our Parent Company / Group Company / director(s) has submitted response to RfP other than this response to RfP, directly or indirectly. We are submitting application for the development of following Solar PV Project(s):

<b>Project No.</b>	<b>Capacity (MW)</b>	<b>Location of Project (Village, Tehsil and District)</b>
I		
II		
III		

**Note:** All formats (*format sr. no. i to xiv*) and supporting documents (sr. no. i to iv) per Clause 6.0 of section 6 are to be submitted separately in PDF format for each project along with separate EMD for each project.

3. We give our unconditional acceptance to the RfP, dated \_\_\_\_\_ [Insert date in dd/mm/yyyy] and IA, PPA attached thereto, issued by the PEDDA. In token of our acceptance to the RfP, IA & PPA, we have signed a declaration for acceptance of terms and conditions thereof. We shall ensure that the IA & PPA

is executed as per the provisions of the RfP and provisions thereof shall be binding on us. Further, we confirm that the Project shall be commissioned within 12 months of the date of signing of PPA.

**3. Earnest Money Deposit (EMD) details as follows.**

Project No.	Project Capacity, MW	EMD			Details of IPG / RTGS		
		Amount, Rs.	Bank Guarantee No. and Date	Name of the issuing bank and Branch	Amount, Rs.	Name of the issuing bank and Branch	Transaction No.
I							
II							

4. We have submitted our response to RfP strictly as per Section - 6 (formats) of this RfP, without any deviations, conditions and without mentioning any assumptions or notes in the said formats.

**5. Acceptance**

We hereby agree and accept that the decision made by PEDDA in respect of any matter regarding or arising out of the RfP shall be binding on us. We hereby expressly waive any and all claims in respect of this process.

**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 RfP and to execute the IA and PPA, in the event of our selection as Successful Bidder.

7. We are uploading herewith our response to the RfP with formats duly signed as desired by you in the RfP for your consideration.

8. It is confirmed that our response to the RfP is consistent with all the requirements of submission as stated in the RfP and subsequent communications from the PEDDA.
9. The information submitted in our response to the RfP is correct to the best of our knowledge and understanding. We shall be solely responsible for any errors or omissions if any, in our response to the RfP.
10. We confirm that all the terms and conditions of our Bid are valid up to \_\_\_\_\_(Insert date in dd/mm/yyyy) for acceptance (i.e. a period of 150 (one hundred and fifty) 150 days from the last date of submission of response to RfP).
11. Contact details of our authorized person are as under:  
  
Name :  
Designation :  
Company :  
Address :  
Telephone Nos. :  
Mobile No. :  
Fax Nos. :  
E – Mail :
12. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a bidder's



event of default under IA, PPA, and consequent provisions of IA, PPA shall apply.

Dated the \_\_\_ day of \_\_\_\_\_ , 20...

Thanking you,

Yours faithfully,

***(Name, Designation and Signature of the Authorized Signatory by the Board along with Company Seal)***

**6.2 Format for Power of Attorney to be provided by each of the other members of the Consortium in favor of the Lead Member**

**POWER OF ATTORNEY**

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

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_  
[Name of the Consortium member company - 1] having its registered office at \_\_\_\_\_ and \_\_\_\_\_ [Name of the Consortium member company - 2] having its registered office at \_\_\_\_\_ (*Insert names and registered offices of all Members of the Consortium*) the Members of Consortium have formed a Bidding Consortium named \_\_\_\_\_ (*insert name of the Consortium, if finalized*) (hereinafter called the “**Consortium**”) vide Consortium Agreement dated \_\_\_\_\_ (*copy enclosed*) and having agreed to appoint \_\_\_\_\_ [Name & Address of the Lead Member Company] as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s. \_\_\_\_\_ a Company incorporated under the Companies Act 1956 of and 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 RfP and if required, submission of Bid against RfP (in the event of short listing as a qualified Bidder). We also authorize the said Lead Member to undertake the following acts:

- i) To submit on behalf of Consortium Members response to RfP and if required to submit Bid in response to RfP.
  
- ii) To do any other acts or submit any information's and documents related to the

above response to RfP Bid, if required.

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 IA and 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 WHERE OF \_\_\_\_\_ [*Name of member consortium Company*], 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 along with Company Seal)**

Attested

***(Signature of the executants)***

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

Place :

Date :

**Note:** Lead Member in the Consortium shall have the controlling shareholding of more than 50% of voting rights.

### **Format 6.3 A: Format of Bank Guarantee for Earnest Money Deposit**

*(Note: Separate EMDs in the form of BG to be submitted for each project)*

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

In consideration of the \_\_\_\_\_ *[Insert name of the Bidder]* (hereinafter referred to as "**Bidder**") submitting the response to RfP inter alia for selection of the project of the capacity of \_\_\_\_\_ MW, at \_\_\_\_\_ *[Insert Capacity of Plant and name of the place]* under Grid Connected Solar Photovoltaic Power Projects of Phase – III for supply of power there from on long term basis, in response to the RfP dt. \_\_\_\_\_ issued by Punjab Energy Development Agency (hereinafter referred to as "**PEDA**") and PEDA considering such response to the RfP of \_\_\_\_\_ *[insert the name of the Bidder]* as per the terms of the RfP, the \_\_\_\_\_ *[insert name & address of bank]* hereby agrees unequivocally, irrevocably and unconditionally to pay to PEDA having Registered Office at Plot No.1-2, Sector 33-D, Chandigarh forthwith on demand in writing from PEDA or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees \_\_\_\_\_ *[Insert amount not less than that derived on the basis of Rs. 5,00,000/- (Rupees Five Lac only) per MW of capacity proposed]* only, on behalf of \_\_\_\_\_ *[Insert name of the Bidder]*.

This guarantee shall be valid and binding on this Bank up to and including \_\_\_\_\_ *[insert date of validity in accordance with clause 3.20 of this RfP]* and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations

or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only). Our Guarantee shall remain in force until \_\_\_\_\_ *[insert date of validity in accordance with clause 3.19 and 3.22 of this RfP]*. PEDDA shall be entitled to invoke this Guarantee till \_\_\_\_\_ *[insert date of validity in accordance with clause 3.22 of this RfP]*. The Guarantor Bank hereby agrees and acknowledges that the PEDDA 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 PEDDA, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to PEDDA.

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

This Bank Guarantee shall be interpreted in accordance with the laws of India and the courts at Chandigarh 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 PEDDA shall not be obliged before enforcing this Bank Guarantee to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by PEDDA or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) and it shall remain in force until \_\_\_\_\_ *[Date to be inserted on the basis of Clause 3.19 and 3.22 of this RfP]*. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if PEDDA serves upon us a written claim or demand.

Signature :

Name :

Power of Attorney No. :

For

\_\_\_\_\_ *[Insert Name of the Bank]*

Banker's Stamp and Full Address. Dated this  
day of, 20\_\_\_\_

### **Format 6.3 B: Format for Performance Bank Guarantee**

**(Note:** For each project Total Performance Guarantee (including Performance Guarantee @ Rs. 10,00,000/- (Rupees Ten Lac only) per MW) is to be submitted)

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

In consideration of the \_\_\_\_\_ [*Insert name of the Bidder*] (hereinafter referred to as selected “Solar Power Developer” (SPD)) submitting the response to RfP for selection of the project of the capacity of \_\_\_\_\_ MW, at \_\_\_\_\_ [*Insert name of the place*] under New Grid Connected Solar Photovoltaic Power Projects of Phase III, for supply of power on long term basis, in response to the RfP dated \_\_\_\_\_ [*Insert the date of issuance of RfP*] issued by Punjab Energy Development Agency (hereinafter referred to as “PEDA”) having Registered Office at, Plot No. 1 – 2, Sector, 33-D, Chandigarh, PEDA considering such response to the RfP of \_\_\_\_\_ [*insert the name of the selected Solar Power Developer*] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Solar Power Project of the developer and issuing Letter of Award (LoA) no. \_\_\_\_\_ dated to \_\_\_\_\_ (*Insert Name of selected Solar Power Developer*) as per terms of RfP and the same having been accepted by the selected SPD resulting in a Implementation Agreement to be entered into, for development of solar power project \_\_\_\_\_ [*from selected Solar Power Developer or a Project Company, \_\_\_\_\_ {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable*]. As per the terms of the RfP, the \_\_\_\_\_ [*insert name & address of bank*] hereby agrees unequivocally, irrevocably and



unconditionally to pay to PEDDA at \_\_\_\_\_ *[Insert Name of the Place from the address of the PEDDA]* forthwith on demand in writing from PEDDA or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees \_\_\_\_\_ *[Total Value]* only, on behalf of \_\_\_\_\_ *[Insert name of the selected Solar Power Developer]*.

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

Our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only). Our Guarantee shall remain in force until \_\_\_\_\_ PEDDA shall be entitled to invoke this Guarantee till \_\_\_\_\_.

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

The Guarantor Bank shall make payment hereunder on first demand without restriction, reservation or conditions and notwithstanding any objection by \_\_\_\_\_ *[Insert name of the selected Solar Power Developer]* and / or any other person. The Guarantor Bank shall not require PEDDA to justify the invocation of

this Bank Guarantee, nor shall the Guarantor Bank have any recourse against PEDDA in respect of any payment made hereunder.

This Bank Guarantee shall be interpreted in accordance with the laws of India and the courts at Chandigarh 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 PEDDA 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, to make any claim against or any demand on the selected Solar Power Developer or to give any notice to the selected Solar Power Developer or to enforce any security held by PEDDA or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Developer.

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ 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 PEDDA serves upon us a written claim or demand.

Signature :

Name :

Power of Attorney No. :

For

\_\_\_\_\_ [Insert Name of the Bank]

Banker's Stamp and Full Address.

Dated this day of , 20\_

Witness :

Signature :

Name and Address :

Signature :

Name and Address :

**Notes:**

1. The Stamp Paper should be in the name of the Executing Bank.
2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed.

**Appendix — A**  
**CHECK LIST FOR BANK GUARANTEES**

Sl. No.	Details of checks	YES / NO.
a)	Is the BG on non - judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution.	
b)	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also the Stamp Paper should not be older than six months from the date of execution of BG).	
c)	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by SBI, India or any branch in India of BG issuing	
d)	Has the executing Officer of BG indicated his name, designation and Signing Power / Authority no.	
e)	Is each page of BG duly signed / initialed by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed Performa?	

Sl. No.	Details of checks	YES / NO.
f)	Does the Bank Guarantees compare <i>in verbatim</i> with the Performa prescribed in the Bid Documents?	
g)	Are the factual details such as Bid Document No. / Specification No., / LoA No. (if applicable) / Amount of BG and Validity of BG correctly mentioned in the	
h)	Whether overwriting / cutting, if any, on the BG have been properly authenticated under signature & seal of executants?	
i)	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
j)	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per	

## Format 6.4 - Formats for Board Resolutions

### (Formats for the Board resolution to be passed)

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, -----, passed the following Resolution:

1. RESOLVED THAT Mr. / Ms. \_\_\_\_\_, age \_\_\_\_\_ years, occupation \_\_\_\_\_, resident of \_\_\_\_\_ 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 RfP for the Project, under 'Selection of New Grid Connected Solar Photo Voltaic Project' of Phase – III in the state of Punjab, including signing and submission of all documents and providing information / response to RfP to PEDDA, representing us in all matters before PEDDA, and generally dealing with PEDDA 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, ----  
-----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 Sr. No. 2, the following resolutions are to be provided]**

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, ---  
----- 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 percentage (%) of equity  
commitment as specified in Consortium Agreement*] in the Project. (*To be provided  
by the each Member of the Bidding Consortium including Lead Member such that  
total equity commitment is 100%*).

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to  
participate in consortium with \_\_\_\_\_ [*Insert the name of other Members  
in the Consortium*] and Mr. / Ms. \_\_\_\_\_, age \_\_\_\_\_ years,  
occupation \_\_\_\_\_, resident of \_\_\_\_\_ be and is hereby  
authorized to execute the Consortium Agreement. (*To be provided by the 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 and other member in the Consortium Agreement*) to the  
extent becoming necessary towards the total equity share in the Project Company,  
obligatory on the part of the Consortium pursuant to the terms and conditions  
contained in the Consortium Agreement dated \_\_\_\_\_ executed by the Consortium as  
per the provisions of the RfP. [*To be passed by the Lead Member and other  
members of the Bidding Consortium*].

3. RESOLVED THAT approval of the Board be and is hereby accorded to M/s.  
\_\_\_\_\_ (*Insert name of Bidding Company / Consortium Member(s)*) to  
use our financial capability for meeting the Qualification Requirements for the  
Project 'Selection of New Grid Connected Solar Photo Voltaic Project ' of Phase –

III and confirm that all the equity investment obligations of M/s \_\_\_\_\_  
(*Insert Name of Bidding Company / Consortium Member(s)*), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us. [*To be passed by the entity(s) whose financial credentials have been used i.e. Parent Company*].

Certified True Copy

**(Signature, Name and stamp of Company Secretary / Director along with Company Seal)**

**Notes:**

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



## Format 6.5 - Consortium Agreement

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

THIS Consortium Agreement ("Agreement") executed on this \_\_\_\_\_ day of Two thousand \_\_\_\_\_ between M/s \_\_\_\_\_ *[insert name of Lead a Company]* and having its Registered (hereinafter called the "**Member - 1**", which expression 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 - 3**", 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 RfP and execution of IA and PPA (in case of award), against RfP dated issued by PEDDA a Company incorporated under the [Companies Act, -----, and having its Registered Office at or constituted under

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.

AND WHEREAS the PEDDA desires to create solar PV power generation capacity for sale of power to State utility (PSPCL) under New Grid Connected Solar Photovoltaic Projects of Phase-III;

AND WHEREAS, the PEDDA had invited response to RfP vide its Request for Proposal (RfP) dated \_\_\_\_\_, WHEREAS the RfP stipulates that in case

response to RfP 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 PEDDA 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 RfP for self and agent for and on behalf of Member-2, Member - 3.
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 (as well as total financing if committed to be met from internal financing) 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 as well as other financing if committed to be met internally 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:

<b>Name</b>	<b>Percentage</b>
Member 1	---
Member 2	---
Member 3	---
<b>Total</b>	<b>100%</b>

*(Lead Member of the Consortium shall hold more than 50% of shares)*

We acknowledge that after submission of RfP, the share holding pattern and the controlling shareholding pattern (more than 50% of the voting rights) in the Project Company developing the Project shall be maintained for a period of (1) one year after commissioning.

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

Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favor of PEDDA in terms of the RfP.

12. The land required for development of Solar Power Project shall be held on Ownership / leasehold basis only in the name of Lead Member.
13. 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 PEDDA.
14. 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 RfP and the RfP Bid.
15. 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 PEDDA.
16. 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 PEDDA.
17. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfP, IA 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 [e] and seal of the Company)***

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 [e] and seal of the company)***

**Witnesses:**

1) Signature :

2) Signature :

Name:

Name:

Address:

Address:

For M/s \_\_\_\_\_ [Member 3]

***(Signature, Name & Designation of the person authorized vide Board Resolution Dated and seal of the Company)***

Witnesses:

1) Signature :

2) Signature :

Name:

Name:

Address:

Address:

***(Signature and Attestation of Notary of the place of execution)***

[on the letter head of Bidder]

**Format 6.6 - FORMAT FOR FINANCIAL REQUIREMENT**  
**(to be filled separately for individual projects)**

To,  
Punjab Energy Development Agency  
Solar Passive Complex  
Plot No. 1-2, Sector 33-D,  
Chandigarh

Dear Sir,

Sub: Response to RfP for Selection of New Grid connected Solar PV Projects -  
Phase – III of capacity \_\_\_\_MW at \_\_\_\_\_ (Project location).

We certify that the \_\_\_\_\_ [*Bidding Company / Lead Member  
of the Consortium (in case of consortium)*] the financial net worth as follows:

**1. Newly Incorporated Company: In case of Bidding Company**

Project Capacity: \_\_\_\_\_MW

Net worth Requirement: Rs. 1,50,00,000/- (Rupees one Crore and fifty lakh  
Only) per MW.

Name of the Bidding Company	Name of the Parent Company whose Net Worth is to be considered	Relationship with Bidding Company*	Either Financial Year to be considered for Net Worth or Net Worth of the respective Company not later than 7 days prior to submission of RfP	Net worth of the Company (Rs. In Crores)
<b>Total</b>				

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

## 2. Newly Incorporated Company: In case of Bidding Consortium

Project Capacity: \_\_\_\_\_ MW

Net worth Requirement: Rs. 1,50,00,000/- (Rupees) per MW

Name of the Consortium Member Company	Name of the Consortium Member whose Net Worth is to be considered	Relationship with Bidding Company* If any	Either Financial Year to be considered for Net Worth or Net Worth of the respective Company not later than 7 days prior to submission of RfP	Net worth of the Consortium Member Company, Rs. In Crores	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
Company 1						
-----						
-----						
<b>Total</b>						

\* The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Parent Company has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly



certified by the company secretary / chartered accountant is required to be attached with the format.

### 3. Existing Company: In case of Bidding Company

Name of the Bidding Company:

Project Capacity: \_\_\_\_\_MW

Company Name	Name of the Parent Company, (in case of seeking financial criteria from Parent Company)	Relationship with Bidding Company	Annual Audited Accounts Submitted for the Year			Financial Year to be Considered	Net Worth of the Company (in Rs. Crore)
			2011-12	2012-13	2013-14		
-----							
-----							
-----							
<b>Total</b>							

### 4. Existing Company: In case of Bidding Consortium

Project Name / Lead Member of the Consortium:

Project Capacity: \_\_\_\_\_MW

Consortium Partners	Net Worth of the Company (in Rs. Crore)				Committed Contribution in (%)
	2011-12	2012-13	2013-14	Financial Year to be Considered	
Member 1					
Member 2					
Member 3					

Date:

Note:

(i) Along with the above format, in a separate sheet, provide details of computation of Net Worth duly certified by Statutory Auditor.

(ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements and Bank statement by bank are to be enclosed in support thereof for confirmation of balance in cash & bank.

Note: For existing companies also complete all details.

[on the letter head of Bidder]

**Format 6.7 - FORMAT FOR TECHNICAL CRITERIA**

(to be filled separately for individual projects)

To,

Director,  
Punjab Energy Development Agency  
Chandigarh

Dear Sir,

**Sub:** Response to RfP for Selection of New Grid connected Solar PV Projects Phase-III of capacity \_\_\_\_\_MW at \_\_\_\_\_ (Project location).

We hereby undertake to certify in line with clause 3.21 under the title "Financial Closure or Project Financing Arrangement" that the following details and documents shall be furnished before financial closure:

1. That the technology proposed to be used is commercially established technology and at least one project based on this technology is successfully operational for at least one year.
2. Details of the project with location and the successful operational period of the project utilizing this technology.
3. Evidence for clear possession of the required land for project development @ 4.5 Acre / MW for Crystalline Technology, 6 Acre / MW for thin film technology and 5 acre / MW for Concentrator Technology is under clear possession of the project developer. In this regard the Project Developer shall be required to furnish the following documentary evidences:

- Record of Revenue Rights /certified copy of title deeds showing that ownership rights or leasehold rights for at least 30 years in respect of project land in the name of the Project Company. The title deeds must be only registered as per the provisions of Registration Act, 1908.
  - The project developer will submit the final loan sanction letter from the bank/FI along with copy of the signed loan agreement.
  - A certified English translation copy of title deeds from an approved translator in case above title deeds / documents is in language other than English / Punjabi Languages.
4. Grid feasibility letter obtained from PSPCL/PSTCL shall be submitted.

Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for encashment of our performance bank guarantee.

***(Signature & Name of the person Authorized By the board along with Company Seal)***

**Format 6.8 - Format for Grid Feasibility Letter from PSPCL /PSTCL**

(to be filled separately for individual projects)

To,  
**[Insert Name and Address of PEDDA]**  
Dear Sir,  
**Sub: Response to RfP for Selection of New Grid connected Solar PV Power Project of capacity \_\_\_\_\_MW at \_\_\_\_\_(Project location) under New Grid Connected Solar Photovoltaic Power projects Phase-III.**

1. M/s. \_\_\_\_\_ *[Insert name of the Bidding Company / Lead Member of Bidding Consortium]* has approached us for providing connectivity for a Solar PV Project of \_\_\_\_\_MW *[Insert the capacity of the project]*, proposed to be located at \_\_\_\_\_ *[Insert location of the Project]*, with the State grid sub-station at a voltage level of ----- kV (should be 66 kV / 132KV/220 KV).
2. We confirm the technical feasibility of the connectivity of the solar PV power plant with the grid from \_\_\_\_\_ *[Insert name & location of the sub-station of voltage level of 66 kV/132 KV/220 KV]*.
3. We further undertake that the connectivity with the grid will be provided with in a period of 10 (Ten) months from signing of PPA between M/s. \_\_\_\_\_ *[Insert name of the Bidding Company/ Lead Member of Bidding Consortium]* and PSPCL or any further period as intimated by M/s \_\_\_\_\_ *[Insert name of the Bidding Company/ Lead Member of Bidding Consortium]* along with confirmation from PEDDA for such extended period.

For and on behalf of

**Punjab State Power Corporation Limited**

***(Signature, Name & Designation of the authorized signatory of PSPCL)***

**Format 6.9 Format for submission of Net Aailed Tariff**

*(Net Aailed Tariff shall be quoted separately for each project)*

Name of the bidding Company / Lead Member of the Consortium:

Company Name	Tariff Opted (Normal Rate of Depreciation / Accelerated Rate of Depreciation)*	Tariff as per CERC Tariff Order FY 2015-16	Discount offered in Paisa / kWh (Unit) of Electrical Power		Tariff as per CERC Tariff Order FY 2015-16	Discount offered in Paisa / kWh (Unit) of Electrical Power		Net Tariff Offered After Discount on PSERC Tariff,	
		Normal Rate of Depreciation* @704 Paisa / kWh	(In Figures)	(In words)	Accelerated Rate of Depreciation* @635 Paisa / kWh	(In Figures)	(In words)	Paisa / kWh	Paisa / kWh
		(A)	(B)	(C)	(D)	(E)	(F)	(G) = (A) - (B)	(H) = (D) - (E)
Project 1									
Project 2									
Project 3									

***(Name of Authorized Representative of the Company)***

***(Name of the Company)***

\*

## **Format 6.10 - Format for Disclosure**

[On the letter head of Bidding Company / Each Member in a Bidding Consortium]

### **Disclosure**

We hereby declare that our Parent which we have direct or indirect relationship is not separately participating in this selection process.

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 RfP bid will be rejected and if Allotment letter has been issued or IA, PPA has been signed, the same will be cancelled and the bank guarantees (EMD, PBG) will be encashed.

***(Signature & Name of the person Authorized By the board along with Company seal)***

**Format - 6.11: Declaration for the Technology Tie - Up**  
**(to be filled separately for individual projects)**  
**(This can also be submitted before financial closure)**

Sr. No.	Description	Details	
1	Name of Bidding Company / Lead Member of Bidding Consortium		
2	Project Technology	Solar PV	
3	Capacity proposed (in MW)		
4	Location of the Project		
5	Technology proposed to be adopted for the project	Conventional* / Advance**	
(a)	For Solar PV Projects	Crystalline Silicon Solar Cell Modules	
		Thin Film Modules	
		Concentrator PV Modules	
		Any Other Technology (Please specify)	
6	Estimated Capacity Utilization Factor	%	
7	Estimated Annual Generation	kWh	
8	Give brief note about the proposed Technology		

**(Signature & Name of the person Authorized By the board along with Company seal)**

\* Conventional Technology: CUF up to 19%.

\*\* Advance Technology: CUF above 19%.



## **Format 6.12: Format for Declaration for Bidders**

(To be submitted on the letter head of the Company)

We have read, understood and hence accept the terms and conditions specified in Request for Proposal, Implementation Agreement, Power Purchase Agreement and all supporting appendices and we hereby agree that all the details and documents furnished by us are true and correct. We verify the same.

We also understand that the bid documents & offer submitted by us along with all supporting copies of documents / deeds / balance sheets etc. are true and correct and have not been signed while uploading, as these have been checked and verified before uploading by using class III digital signature of authorized signatory. We understand that we are fully legally bound by the submission of all these documents, even if not signed. The documents submitted without signatures carry the same meaning as with signatures and stamp as the online document submission is covered under Information Technology Act 2000.

***(Signature & Name of the person Authorized By the board along with Company seal)***

**Format 6.13 — Summary Data Sheet Part 1 A(Qualification)**  
*(The summary sheets to be filled and submitted online, the below table shows only specimen copy)*

The following qualification details to be filled as follows:

<b>Sr. No.</b>	<b>Description</b>	<b>Details/Compliance</b>	<b>Page No.</b>
<b>1</b>	<b>Name of the Bidding Company</b>		
<b>2</b>	<b>Name of the Lead Member of the Consortium, in case of Consortium</b>		
<b>3</b>	<b>Name of the Authorized Person to sign the RFP</b>		
i	Mobile No.		
ii	Office Tel. (with STD Code)		
iii	Fax (with STD Code)		
iv	Address for Correspondence		
v	Email & website, if any		
<b>4</b>	<b>List of Parent Company, If any</b>		
<b>5</b>	<b>Consortium Members:</b>		
i	Name of the Consortium Member - 1		
ii	Name of the Consortium Member - 2		
iii	Name of the Consortium Member - 3		
<b>6</b>	<b>Whether listed with any Stock Exchange BSE / NSE (Name of Exchange where listed, otherwise specify No).</b>		
<b>7</b>	<b>Total no of Projects Applied</b>		
i	Capacity of Project: 1, in MW		
	Capacity of Project: 2, in MW		
ii	Capacity of Project: 3, in MW		
<b>8</b>	<b>Bid Document Fee (Non Refundable)</b>		
i	Amount, Rs.		
ii	Date		
iii	Transaction No.		

<b>9</b>	<b>E - Processing Charges (Non Refundable)</b>		
i	Amount, Rs.		
ii	Date		
iii	Transaction No.		
<b>10</b>	<b>Bid Processing Fee Details (Non Refundable)</b>		
i	Amount in (Rs. Lacs)		
ii	Date		
iii	Transaction No.		
<b>11</b>	<b>Details of BG Submitted towards EMD (@ Rs. 5,00,000/- Lac (Rupees Five Lac only) per MW) - Project 1</b>		
	<b>In case of RTGS mode</b>		
i	RTGS Transaction No.		
ii	RTGS Transaction Date		
	<b>In case of BG mode</b>		
i	BG No. & Date of Issue		
ii	Amount (in Rs. Lacs)		
iii	Name of the Issuing Bank		
iv	BG Valid Upto		
<b>12</b>	<b>Details of BG Submitted towards EMD (@ Rs. 5,00,000/- Lac (Rupees Five Lac only) per MW) - Project 2</b>		
	<b>In case of RTGS mode</b>		
i	RTGS Transaction No.		
ii	RTGS Transaction Date		
	<b>In case of BG mode</b>		
i	BG No. & Date of Issue		
ii	Amount (in Rs. Lacs)		
iii	Name of the Issuing Bank		
iv	BG Valid Upto		
<b>13</b>	<b>Details of BG Submitted towards EMD (@ Rs. 5,00,000/- Lac (Rupees Five Lac only) per MW) - Project Location 3</b>		
	<b>In case of RTGS mode</b>		

i	RTGS Transaction No.		
ii	RTGS Transaction Date		
	<b>In case of BG mode</b>		
i	BG No. & Date of Issue		
ii	Amount (in Rs. Lacs)		
iii	Name of the Issuing Bank		
iv	BG Valid Upto		

The excel sheet is available for reference at the website of [www.etender.punjabgovt.gov.in](http://www.etender.punjabgovt.gov.in)

**Format 6.13 — Summary Data Sheet Part 1 B**  
**(Techno – Commercial)**

*(The summary sheets to be filled and submitted online, the below table shows only specimen copy)*

The following techno commercial details to be filled as follows:

<b>Sr. No.</b>	<b>Description</b>	<b>Compliance</b>	<b>Page No.</b>
1	<b>Name of the Bidding Company</b>		
2	<b>Name of the Lead Member of the Consortium, in case of Consortium</b>		
3	<b>Land</b>		
i	Status of Land (Acquired / Yet to acquired)		
ii	Location of Land, Village		
iii	Tehsil		
iv	District		
v	Available Land, Acres		
vi	Land title deed/ lease deed		
4	<b>Technology and Technology Partner, if tied up</b>		
i	Proposed Technology (Crystalline / Thin Film / Concentrator)		
ii	Technology Partner of the Company / Consortium, If known		
5	<b>Grid Connectivity, In case of land availability</b>		
i	Name of PSPCL /PSTCL Substation & details of Substation (including Location) proposed to be connected.		
ii	Voltage level for Interconnection with Grid, kV		
6	<b>Technical Experience:</b>		

i	Whether 25 MW Aggregate Solar power plant installed and commissioned and in operational from last one year any where in the world (Yes / No)		
ii	Capacity of Project in MW		
iii	Location of the Project		
iv	Date of Project Commissioning		
<b>7</b>	<b>Financial Details: In case of Bidding Company / Parent Company</b>		
i	Name of the Parent Company, in case of seeking Net Worth, Iof parent company		
ii	Relationship with Bidder		
iii	<b>Net Worth Details:</b>		
iv	F.Y. 2011-12		
v	F.Y. 2012-13		
vi	F.Y. 2013-14		
vii	Financial Year to be Considered		
<b>8</b>	<b>Financial Details in case of Bidding Consortium</b>		
	<b>Consortium Member - 1:</b>		
	<b>Net Worth</b>		
i	F.Y. 2011-12		
ii	F.Y. 2012-13		
iii	F.Y. 2013-14		
iv	Financial Year to be Considered		
	<b>Consortium Member - 2:</b>		
	<b>Net Worth</b>		
i	F.Y. 2011-12		
ii	F.Y. 2012-13		
iii	F.Y. 2013-14		
iv	Financial Year to be Considered		
	<b>Consortium Member - 3:</b>		
	<b>Net Worth</b>		
i	F.Y. 2011-12		
ii	F.Y. 2012-13		
iii	F.Y. 2013-14		

iv	Financial Year to be Considered		
	<b>Total Financial details:</b>		
i	Net Worth		
9	Confirm attachment of Financial requirements as per format 6.6 (Yes / No)		
10	Confirm submission of "Net Worth" certificate for newly incorporated companies and Existing Companies from a Chartered Accountant. (Yes / No)		
11	Confirm attachment of Board Resolution as per format 6.4 (Yes / No)		
12	Confirm attachment of Consortium Agreement as format 6.5 if applicable (Yes / No)		
13	Confirm attachment of disclosure statement as per format 6.10 (Yes / No)		
14	If land is available confirm attachment of land title deed / lease deed		
15	Confirm the attachment of Experience Letter / Commissioning Letter from owner for execution of minimum 25 MW Solar Power Project which has been operational from one year anywhere in the world (Yes / No)		

The excel sheet is available for reference at the website of [www.etender.punjabgovt.gov.in](http://www.etender.punjabgovt.gov.in)

## Annexure 1

### Technical Parameters of Solar PV Module for use in Grid Connected Solar PV Power Plants

The following are some of the technical measures required to ensure quality of the PV modules used in grid connected solar power projects.

#### 1. PV Module Qualification

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

Crystalline Silicon Solar Cell Modules IEC 61215 Edition II

Thin Film Modules IEC 61646

Concentrator PV modules IEC 62108

- 1.2 In addition, PV modules must qualify to IEC 61730 Part I & Part II, for safety qualification testing. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.

#### 2. Qualification of BoS items

The solar PV power plants set up under the New Grid Connected Solar Photovoltaic Power Projects – under Phase-II must use PV modules and other balance of systems, components, which must qualify to the latest edition of BIS



or IEC standards issued in this regard. The project developer must provide a copy of the relevant test reports and certificates to PEDDA.

### **3. Authorized Test Centers**

The PV modules must be tested and approved by one of the IEC authorized test centers. Test certificates can be from any of the NABL / BIS Accredited Testing / Calibration Laboratories. In addition a PV module qualification test certificate as per IEC standard, issued by ETDC, Bangalore or Solar Energy Centre will also be valid. Ministry will review the list of authorized testing laboratories/centers from time to time and bidder shall check it up accordingly.

### **4. Warranty**

- The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- PV modules used in grid connected solar power plants must be warranted for output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.

### **5. Identification and Traceability**

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

- (i) Name of the manufacturer of PV Module
- (ii) Name of the Manufacturer of Solar cells
- (iii) Month and year of the manufacture (separately for solar cells and module)
- (iv) Country of origin (separately for solar cells and module)
- (v) I-V curve for the module

- (vi) Wattage,  $I_m$ ,  $V_m$  and FF for the module
  - (vii) Unique Serial No and Model No of the module
  - (viii) Date and year of obtaining IEC PV module qualification certificate
  - (ix) Name of the test lab issuing IEC certificate
  - (x) Other relevant information on traceability of solar cells and module as per ISO 9000
6. All grid solar PV power plants must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to the PEDDA on line and/ or through a report on regular basis for the entire duration of PPA.
  7. All the grid connected solar PV Power Plants are also required to meet scheduling guidelines as per applicable regulations, they shall ensure connectivity of generation data with a separate on line link with SLDC directly through dedicated RTU.
  8. In addition the Power Conditioning Units used in the plant must qualify to IEC standards (IEC 61683, IEC 62116 - 2008 and UL 1741) for safety and grid interconnectivity and parallel operations.
  9. All electrical equipments, breakers, transformers, switch yard protective equipment, metering, CT / PTs and other panels should confirm to the specifications and standards as per state grid code notified by PSERC.
  10. Nut & bolts, supporting structures including Module Mounting Structures shall with galvanizing and adequately protected from atmosphere and weather prevailing in the area. All fasteners shall be of stainless steel of grade SS 316 and must sustain the adverse climatic conditions. If any lower grade stainless steel (SS 304, SS 302 or equivalent) fasteners are used they must have must

have protective coating to ensure the life of 25 years.

## Annexure - 2

### List of Banks: Scheduled Commercial Banks

A	SBI and Associates	C	Scheduled Private Bank List
1	State Bank of India	1	Federal Bank Ltd.
2	State Bank of Bikaner & Jaipur	2	ING Vysya Bank Ltd.
3	State Bank of Hyderabad	3	Axis Bank Ltd.
4	State Bank of Indore	4	ICICI Bank Ltd.
5	State Bank of Mysore	5	HDFC Bank Ltd.
6	State Bank of Patiala	6	Yes Bank Ltd.
7	State Bank of Travancore	7	IndusInd Bank Ltd.
		8	IDBI Bank Ltd.
<b>B</b>	<b>NATIONALISED BANKS</b>		
1	Allahabad Bank	12	Punjab National Bank
2	Andhra Bank	13	Punjab & Sind Bank
3	Bank of India	14	Syndicate Bank
4	Bank of Maharashtra	15	Union Bank of India
5	Canara Bank	16	United Bank of India
6	Central Bank of India	17	UCO Bank
7	Corporation Bank	18	Vijaya Bank
8	Dena Bank	19	Bank of Baroda
9	Indian Bank		
10	Indian Overseas Bank		
11	Oriental Bank of Commerce		

**Annexure - 3**

**IMPLEMENTATION AGREEMENT (Draft)**

This Agreement made on this \_\_\_\_\_ day of the \_\_\_\_\_

**BY AND BETWEEN**

**Punjab Energy Development Agency (PEDA)** under the Department of Non-Conventional Energy Sources, Govt. of Punjab, having its office at Plot No. 1&2, Sector 33-D, Chandigarh (hereinafter referred to as the “**PEDA**” which expression unless repugnant to the context or meaning thereof, shall include its successors, administrators or permitted assigns), of the FIRST PART;

**&**

**M/s.** \_\_\_\_\_, incorporated under the Companies Act, \_\_\_\_\_, having \_\_\_\_\_ its \_\_\_\_\_ registered \_\_\_\_\_ office at \_\_\_\_\_ (hereinafter referred to as “**Company**” which expression unless repugnant to the context or meaning thereof, shall include its successors, administrators or permitted assigns),

of the OTHER PART through Sh. \_\_\_\_\_ as authorised representative of the Company.

(Wherever the context so permits or requires the expressions “**PEDA**” and “**Company**” are collectively referred to as the “**Parties**” and either of them singly as “**Party**”).

**WHEREAS:**

- A. Government of Punjab resolved to undertake development of Solar PV Power Generation Capacity in the State of Punjab under NRSE Policy 2012 through private sector participation and implementation of solar PV power projects under the “Grid Connected Solar Photo Voltaic Power Projects under Phase – III”. Government of Punjab has appointed PEDDA as the State Nodal Agency for facilitating the development of Renewable Energy in the State of Punjab under NRSE Policy 2012.
- B. Pursuant thereto, PEDDA had accordingly invited proposals by its Request for Proposal (**RfP**) No. \_\_\_\_\_ prescribing the eligibility, technical and commercial terms & conditions for selection of bidders for undertaking development of solar PV power plants in the State of Punjab through discount on tariff based competitive bidding. In this regard, PEDDA had received proposals from certain bidders including, *inter alia*, the Company herein.
- C. After evaluation of the proposals received, PEDDA accepted the bid of the Company for development of \_\_\_\_\_ **MW Solar PV Power Project** using Thin film / Crystalline Technology at \_\_\_\_\_ and issued **Letter of Award No.** \_\_\_\_\_ (herein after called the “LoA”) to the Company herein requiring, *inter alia*, the execution of this Agreement.

**Now therefore in consideration of the foregoing and respective covenants and agreements set forth in this Implementation Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:**

## ARTICLE 1: DEFINITIONS

In this Agreement unless the context otherwise requires or implies the following expressions shall have the meaning herein respectively assigned to them:

**“Agreement”** means this Implementation Agreement signed between PEDDA and the Company.

**“Approvals”** means the consents, licenses, permits, approvals and registrations by or with any Government Agency or any other authority as may be necessary for setting up and operating the Solar PV Power Project including but not limited to the approvals from GoP, State Nodal Agency(s) for promotion of NRSE Projects, Punjab State Power Corporation Limited (PSPCL) etc.

**“Capacity of Project”** means the allocated capacity in MW as per the Letter of Award (LoA) issued by PEDDA to the successful bidder.

**“Commencement of Commercial Operations / Scheduled Date of Commercial Operation Date”** means the Scheduled Date of Synchronization with Grid on which the project shall start delivering Active Power and Reactive Power to PSPCL as per Prudent Utility Practices. This date shall be considered as the commissioning date for the project.

**“Commission”** means the Punjab State Electricity Regulatory Commission (PSERC).

**“Conventional Source of Energy”** means sources conventionally used to generate electricity including *inter alia*, coal, coke or any petroleum product, natural gas or any other similar source.

**“Dispute”** means any dispute or difference whatsoever arising between the parties, out of or relating to the construction, meaning, scope, operation or effect of this Agreement, or the validity, breach or termination thereof.

**“Duration of the Agreement”** means the period starting from the date of execution of this Agreement till 25 years from the date of Commencement of Commercial Operation.

**“Effective Date”** means the date of signing of this Agreement.

**“Energy Unit”** means one Kilo Watt Hour (kWh) of electrical energy.

**“GOP”** means the Government of Punjab and includes all agencies and authorities under its control / regulations including but not limited to PEDDA

**“GOI”** means Government of India and includes all agencies, authorities under its control / regulation including but not limited to Ministry of New & Renewable Energy, Ministry of Power, Ministry of Environment & Forests and IREDA.

**“Grid”** means the total system of electrical transmission circuits, transformers, switchgear and other equipment (including Interconnection Facilities) at the PSPCL’s side of Interconnection Point. **“Interconnection Facilities”** means all the facilities to be installed by the PSPCL at the PSPCL’s side of the Interconnection Point to enable to provide stable and adequate power during Start up and Shut down, to the project of the Company and to receive and utilize power from the Project in accordance with this Agreement.

**“NRSE Policy - 2012”** means the **New & Renewable Source of Energy** policy notified by GOP to give incentives for the generation of power from new and renewable sources of energy and any amendment thereto.

**“Non Conventional / New & Renewable Source of Energy”** means sources other than conventional sources which are set out in NRSE Policy, 2012.

**“PPA”** Power Purchase Agreement signed between PSPCL & the Company.

**“PEDA”** means the Punjab Energy Development Agency with headquarters at Chandigarh, which is the Nodal Agency of Govt. of Punjab for development of New & Renewable Energy Sources.

**“Project”** means \_\_\_\_\_ MW Solar PV Power Plant (Generating Facility) including land, civil structures, Solar Panels, Power Conditioning Units, electrical and mechanical plant and equipment, 11 kV, 66 kV or 132 KV OR 220 KV switch yard (as the case may be) including transformers, breakers, CT/ PTs, wave traps, structures, isolators etc., instrumentation and control equipment, dedicated transmission line, telephone and wireless systems.

**“Prudent Utility Practices / Prudent Practices”** means those practices, methods, techniques and standards as adopted from time to time that are generally accepted for use in electric utility industries taking into account applicable law, conditions in India and commonly used for the designing, construction, testing, operation and maintenance of the Project, lawfully, safely, efficiently and economically as applicable to the generating stations of the size, service and type being set up by the Company and those generally conform to the manufacturer’s operation and maintenance guidelines.

**“PSPCL”** means the Punjab State Power Corporation Ltd. with headquarters at Patiala.

**“PSPCL’s Grid Substation”** means the nearest technically feasible grid substation of PSPCL for evacuation of power from the project.

**“Project Site”** means relevant land where the Project is proposed to be located.

**“RfP”** means Request for Proposals invited by PEDA;



**“Scheduled Date of Synchronization”** means the date on which the project shall be synchronized with Grid & starts injecting power to the PSPCL grid substation.

**“Useful Life”** In relation to a Solar PV Power Projects shall mean 25 years from the Commercial Operation Date (COD) of such generating facility.

## **ARTICLE 2: INTERPRETATIONS**

2.1.1 The nomenclature of the headings and paragraphs are for the convenience of reference only and shall be ignored in construing or interpreting this Agreement.

2.1.2 References to persons and words denoting natural persons shall include bodies corporate and partnerships, joint ventures and 'statutory and other authorities and entities.

2.1.3 References to any enactment, ordinance or regulation or any provision thereof shall include any amendment thereof or any replacement in whole or in part.

2.1.4 Reference to recital(s), article(s), clause(s), sub-clause(s) annexure(s) or schedules shall unless the context otherwise requires, be the recital(s), article(s), clause(s), sub-clause(s) annexure(s) or schedules of this Agreement.

2.1.5 The words importing singulars shall include plurals and vice-versa as may be necessary.

2.1.6 Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference provided that this clause shall not operate so as to increase the liability or obligations of any Party hereunder or pursuant hereto in any manner whatsoever.

- 2.1.7 Any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing and under the hands of a duly authorized representative of such Party in this behalf and not otherwise.
- 2.1.8 Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days and dates.

### **ARTICLE 3: Tariff for Sale of Power to PSPCL**

- A. The Company shall sell all energy generated at the Project at a tariff of **Rs. \_\_\_\_\_ per kWh** which is the net availed tariff as per bid submitted by the Company. This tariff shall be applicable for tariff period of 25 years from Date of commercial operation. The tariff shall remain constant throughout the Tariff Period no additional payment shall on any account be payable to the Company. The Company will undertake that it shall not avail any grant / subsidy from GOI / GOP for the project and if availed, it will be passed on to the PSPCL.
- B. CDM benefits availed if any by the Company shall be shared between PSPCL and the Company as per CERC RE Regulations 2012.
- C. However, if the project COD crosses beyond 31<sup>st</sup> March'2017 then this tariff shall cease to exist and the developer will be bound to get the tariff re-determined from the PSERC.

### **ARTICLE 4: TERMS OF AGREEMENT**

#### **4.1 General**



- i) The PEDDA hereby grants permission to the Company to establish, operate and maintain the Solar PV Power Project on Build, Own and Operate (BOO) basis and sell power from the project to PSPCL as per tariff arrived after competitive bidding process under Grid Connected Solar Photovoltaic Power Project of Phase - III.
- ii) The Company shall be permitted to use the project site for generation of energy through Solar PV power plant only and not to carry any other activity, business, and transactions on the project site.
- iii) The Company shall not assign or transfer its rights and benefits of selected bidder to any other third party.
- iv) The Company agrees to carry out the investigations as well as implement the Solar PV Power Project keeping in view the quality control measures as well as safety standards as per laws of the State & Government of India. The Company shall submit to PEDDA monthly progress report of implementation of project along with photographs of the progress till its Commissioning before 7<sup>th</sup> day of each calendar month.
- v) The company shall ensure that the Technology being deployed is commercially established and solar PV modules, Power conditioning units adhere to the relevant and applicable environmental and safety standards as per IEC codes.
- vi) The Company shall take insurance cover from reputed insurance Company as is required by law and prudent utility practices and PEDDA shall not be liable for safety of persons and property of the Company and shall not be in any way liable for any damage that may occur to the power project or the Company's employees, agents, representatives etc.

## 4.2 Effectiveness



This Agreement shall come to force from the effective date.

#### **4.3 Agreement Period**

This Agreement shall remain in force from signing of this Agreement till 25 (Twenty five) years from the date of Commencement of Commercial Operations of the Project, unless terminated earlier in accordance with the provisions of this agreement, RfP and PPA.

#### **4.4 Supplementary Agreements:**

##### **Agreement with PSPCL**

The Company shall enter into a Power Purchase Agreement with PSPCL which shall remain in force for a period of 25 (Twenty five) years from the date of commissioning of the project. The PSPCL shall purchase the power generated from the project as per the terms and conditions of PPA to be signed by the Company with PSPCL.

The Company shall establish, operate and maintain the Solar PV Power Project and interconnection facilities for evacuation of power from the project as per provisions of RfP&PPA.

- 4.5 The Company shall at the time of execution of Implementation Agreement submit a Detailed Project Report (DPR). The Detailed Project Report shall contain Executive Summary, Solar PV Technology Overview, Solar Resource Assessment & Technology Selection, Project Description, Plant and Equipment Design Criteria, Power Evacuation System & Grid Interaction, Construction Programme Schedule, Permits and License Required, Operation and Maintenance Requirements, Social & Environment Impact Assessment, Risk Assessment, Project Cost Estimate.

## **ARTICLE 5: BENEFITS OF NEW AND RENEWABLE SOURCES OF ENERGY (NRSE) POLICY OF 2012 TO THE COMPANY**

The Department of Science, Technology, Environment & Non Conventional Energy Sources, Govt. of Punjab vide notification No. 10/174/2012/STE(3)/4725, dated 26 December, 2012 has issued a new and renewable sources of Energy (NRSE) Policy 2012 under which State Government will provide fiscal and technical assistance to the Company.

## **ARTICLE 6: OBLIGATIONS OF PARTIES**

### **6.1 Obligations of PEDDA:**

PEDA will provide necessary support including Single Window Clearances to facilitate the development of the projects. This may include facilitation in assisting and advising in respect of obtaining various approvals from the Government Departments. However, it will be the sole responsibility of the Company to obtain such Approvals.

### **6.2 Obligations of Company:**

- i. The Company shall act as per the terms and conditions of RfP;
- ii. In case of Consortium, the share holding pattern and Controlling Shareholding pattern (held by the Lead Member holding more than 50% of the voting rights) shall not change from the date of submission of RfP up to one year after the commissioning of the Project.

#### **iii. Power Purchase Agreement (PPA):**

The PPA shall be executed between PSPCL and the Selected Bidder(s), before \_\_\_\_\_ after signing of Implementation Agreement. However, PPA will remain in force for 25 (Twenty five) years from the date of Commercial Operation.

**iv. Performance Bank Guarantee:**

The Company has submitted Performance Bank Guarantee(s) of Rs. 10,00,000/- (Rupees Ten Lac Only) per MW for each project at the time of signing of IA as per the Format — 6.3 B of RfP and other terms and conditions mentioned in Section 3 of RfP thereof. The Performance Bank Guarantee shall be valid for a period of 20 months from the date of signing of IA.

**v. Technology:**

The Company shall submit a certificate from the project / its client, situated anywhere in world that the technology proposed to be supplied by the Manufacturer / Technology Provider is in successful operation for at least one year.

Under Phase III, the Company shall promote only commercially established and operational technologies to minimize the technology risk and to achieve the timely commissioning of the Projects.

**vi. Land for Construction of Solar PV Power Project;**

- A. The Bidder/ SPD shall acquire project land on ownership/leasehold basis for 30 years. The project land shall be ---/ MW for Crystalline Technology, ---/ MW for -----Thin Film Technology and -----for concentrator technology in clear possession of the project developer. In this regard the Project Developer shall be required to furnish the following documentary evidences to PEDDA within 150 days from the date of signing of PPA.
- Record of Revenue Rights / certified copy of title deeds showing ownership rights or leasehold rights for at least 30 years in respect of project land in the name of the Project Company. The title deeds

must be registered as per the provisions of Registration Act, 1908.

- Affidavit from the Authorized Signatory of the Solar Power Developer listing the details of the land and certifying total land required for the project under clear possession of the Project Company.
- Certified English translation copies of title deeds from an approved translator in case above title deeds / documents are in language other than English / Punjabi Languages.

B. In case of Bidding Consortium, if the ownership or leasehold right of project land is in the name of any member of consortium, then the same shall be transferred to the Project Company before financial closure.

**vii. Commissioning of Project:**

The Solar PV Project shall be commissioned within -----months from the date of signing of PPA.

**viii. Grid Feasibility Letter from PSPCL:**

The Company shall obtain and submit to PEDDA the grid feasibility letter from PSPCL within -- days from the date of signing of PPA.

**ix. Project Maintenance & Operation**

The Company shall ensure that the project is maintained in accordance with the manufacturer's instructions, procedures, relevant safety codes, Indian electricity Act / Rules and prudent utilities practices and Indian/International Standards during the Agreement period. The Company shall strive to achieve the PLF as per CERC Regulation and/or as stated in its technology selection data undertaking.

**x. Alternative Facilities**

The Company shall ensure that while implementing the Project, the Project will not affect any public utility scheme such as drinking water, irrigation schemes, approach roads / paths etc. except to the extent required and approved by the concerned department/authority. The cost of the remedial measures shall be a part of the Project cost. The Company shall not interfere with any of the existing facilities till an alternate facility as identified is created.

**xi. Water requirement for construction:**

The Company shall ensure that the water requirement for construction of the project including potable water shall be arranged and harnessed by them from the local sources of water supply including underground water with the permission of ground water board as applicable.

**xii. Adherence to law**

The Company shall follow and obtain all necessary clearances / approvals under all the relevant laws, including without limitation, all labour laws, and shall also provide for safety provisions as per the Indian Electricity Act, 2003, Indian Electricity Rules, State Grid Code, Factories Act, 1948 and such other statutory provisions as applicable to the project.

**Article 7.0: CONSEQUENCES OF DELAY IN COMMISSIONING BY THE COMPANY**

**A. Encashment of Performance Security:**

The Solar PV Project shall be commissioned within 12 months from the date of signing of PPA. After 12 months period, extension can be given for 30 days in the First go on payment of a fee of Rs. 20000/MW/day and after 30 days for another period of maximum 60



days on a payment of a fee of Rs.40,000/MW/day. Thereafter, right retained with PEDAs for forfeiture of 100% Performance Guarantee.

**Liquidated Damages:**

In case the commissioning of project is delayed beyond 15 months from the date of signing of PPA, the Project Developer shall pay to PSPCL the Liquidated Damages @ Rs. 20,000/- (Rupees Twenty Thousand only) per MW per day for delay in such remaining Capacity which is not commissioned. The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantees and payment of Liquidated Damages shall be limited to 17 months from the date of signing of PPA. The amount of liquidated damages worked out as above shall be recovered by PSPCL from the payments due to the Project Developer on account of sale of solar power to PSPCL.

**B. Termination of IA and Revocation of LoA:**

In case, the Commissioning of the Project is delayed beyond 17 months from the date of signing of PPA, the PPA capacity shall stand reduced / amended to the Project Capacity commissioned and the PPA for the balance Capacity will stand terminated and shall be reduced from the selected Project Capacity. The LoA & IA shall also stand terminated for the balance un-commissioned capacity. PEDAs/GOP shall not be responsible for loss of any kind to the Company due to such revocation/termination of LoA, IA.

In the event of revocation of LoA and Cancellation of IA and / or PPA, the project developer shall not be entitled to avail the fiscal benefits / exemptions granted to it such as, including but not limited, to stamp duty / registration fee for purchase / acquiring leasehold rights of project land, exemption of CLU, EDC charges etc. The project developer shall be liable to return all the benefits to the Government

**Part Commissioning:**

In the event of delay in successful commissioning of part of the project, the commissioning of remaining Part of the Project with delay shall be accepted by PEDDA subject to other terms of RfP and subject to the condition that the minimum capacity for acceptance of part commissioning shall be 5MW.

The PPA will remain in force for a period of 25 years from the date of part commissioning of the Project.

**ARTICLE 8: DEFAULTS**

**8.1 Default by PEDDA**

The occurrence and continuation of the following events shall constitute a default on the part of PEDDA unless such event(s) occur(s) as a result of a Company default as defined in clause 8.2.

- i) PEDDA repudiates this agreement or otherwise evidences an intention not to perform its obligations under, or to be bound by this agreement.
- ii) Occurrence of a political force majeure event.

**8.2 DEFAULT BY COMPANY**

The occurrence and continuation of any of the following events shall constitute "Company Default" unless any such event occurs as a result, of a PEDDA default as defined in Clause 8.1.

- i) The Company repudiates the Agreement or otherwise evidences an intention not to perform its obligations under, or to be bound by this agreement.

- ii) The Company fails to make payments in respect of its obligation under the agreement.
- iii) The Company assigns all or part of its rights or its obligations under this agreement or transfer its assets in violation of any of the provisions of this agreement.
- iv) The transfer pursuant to law of either the Company's rights and or its obligations under this agreement of all or a substantial portion of the Company's assets or undertakings or the dissolution of the Company pursuant to law including, by way or merger or consolidation, liquidation and reconstitution or re-organization
- v) The material breach(s) by the Company of any terms of this agreement

### **8.3 Cure period**

- i) Upon occurrence of a default by a party pursuant to Clauses 8.1 or 8.2 (Defaulting party), the other party (Non defaulting party) has the right to issue a default notice.
- ii) On receipt of the default notice, the defaulting party shall take immediate steps to cure such a default within a period of thirty 30 days from the receipt of the default notice with due notice to the non-defaulting party of steps taken by it to cure the above default.
- iii) In the event the reasons leading to the default have been cured to the reasonable satisfaction of the non-defaulting party, the default notice shall cease to have any effect.

In the event the party is unable to cure the default to the reasonable satisfaction of the non-defaulting party within the period specified in

Sub Clause 8.3 (ii) above, the provisions of the clause 8.4 shall apply as the case may be.

#### **8.4 Remedies available to the PEDDA**

Upon the occurrence, and continuation of a Company default under Article 8.2 above, and the failure by the Company to cure such a default within the applicable cure periods, if any specified in Article 8.3, the PEDDA shall have the right to terminate this agreement by notice to the Company subject to the cure rights mentioned above. This is without prejudice to right of claim & recovery of penalty/liquidated damages from the Company.

### **ARTICLE 9: TERMINATION**

9.1 (a) This agreement may be terminated on serving a fifteen days notice (Termination notice) by PEDDA if,

- i) the Company does not submit the papers/documents even after 150 days from the date of signing of PPA and after 30 days extension as per RfP clause 1.5 .
- ii) if the documents mentioned in **Article no. 9.1(a) (i)** and as per RfP clause are not submitted by the Company , then its entire (100%) performance security shall be forfeited and the LoA, IA and PPA shall stand cancelled.
- iii) In case, the Commissioning of the Project is delayed beyond 17 months from the date of signing of PPA, the PPA capacity shall stand reduced / amended to the Project Capacity Commissioned and the PPA for the balance Capacity will stand terminated and shall be reduced from the allocated Project Capacity. The LoA& IA shall also stand terminated for the balance un-commissioned capacity.

9.2 Termination of the agreement shall be without prejudice to the accrued rights and liabilities of the parties as on the date of the termination unless waived in writing by the parties.

9.3 In the event that this agreement is terminated prior to the start of the construction of the project, all rights of the Company shall revert back to the PEDDA.

## **ARTICLE 10: FORCE MAJEURE**

### **10.1 Force Majeure Event**

In this Agreement, Force Majeure means an event occurrence in India of any or all of non-political events described in clause 10.2 and political events described in clause 10.3 respectively hereinafter which prevents the party claiming Force Majeure. (The affected party) from performing its obligations under this agreement and which act or event,

- i. Is beyond the reasonable control of and not arising out of the fault of the affected party.
- ii. The affected party has been unable to prevent by the exercise of due diligence and reasonable efforts, skill and care, including through expenditure of reasonable sum of money and
- iii. Has a materially adverse effect on the project.

### **10.2 Non-political force majeure events**

For the purpose of 10.1 non-political force majeure events shall mean one or more of the following acts or events:

- i) Acts of God or events beyond the reasonable control of the affected party which could not reasonably have been expected to occur such as

extreme adverse weather or environment conditions, lightning, heavy rains, cyclones, tempest, whirlwind, landslides, storms, floods, volcanic, eruptions or fire (to the extent originating from the source external to the site or not designed for in construction works);

- ii) Radioactive contamination or ionising radiation;
- iii) An act of war (whether declared or undeclared) invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, embargo, blockade, rebellion, riot religious strike, bombs or civil commotion, sabotage terrorism;
- iv) Strikes or boycotts interrupting operations of the project continuing for at least 7 days;
- v) Any judgement or order of any court of competent jurisdiction or statutory authority in India made against the Company in any proceedings for the reason other than failure of the Company to comply with any applicable law or clearance or on account of breach thereof, with any applicable law or clearance or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement by PEDDA; or
- vi) Any other event or circumstances of nature analogues to the foregoing.

### **10.3 Political Force Majeure Event**

Political Events shall mean one or more of the following acts or events by or an account of PEDDA, GoP, Gol or any other Government Agency or Statutory Authority.

- i) Change in law.

- ii) Expropriation or compulsory confiscation, by any Government Agency of any Project Assets or rights of the Company.
- iii) The unlawful or un-authorized or without jurisdiction revocation of, or refusal to renew or grant without valid clause any consent or approval required by the Company to perform its obligations under the Agreement (Other than a consent the obtaining of which is a condition precedent) provided that such delay, modification, denial, refusal or revocation did not result from the Company's inability or failure to comply with any condition relating to grant, maintenance or renewal of such consent or permits.

#### **10.4 Notification obligations**

If a party is affected by any force Majeure event, the affected party shall give the other parties written notice describing the particulars of the Force Majeure event as soon as reasonably practicable after its occurrence but not later than five days after the date on which such party knew of the commencement of the Force Majeure event or of its effect on such party.

#### **10.5 Obligations of the parties in case of Force Majeure Event:**

- i) The parties shall cooperate and negotiate in good faith and will develop implementation plan of remedial and reasonable alternative measures to remove / remedy Force Majeure event to enable the performance of the affected party provided however, that no party shall be required under this provision to settle strike or other labour dispute.
- ii) Upon the occurrence and during the subsistence of any Force Majeure event, none of the parties shall be relieved of their liabilities/obligations including liability for payment as per the Agreement.

- iii) In case a Non-political force majeure event necessitates extension of time for the Project implementation both the parties will duly accept it.
- iv) The extra cost for completion of Project due to a non-political force majeure event including inter alia, additional or extra work required to be done, interest due during the extended period of project completion and escalation shall be duly considered in the project completion cost for all purposes of the agreement.
- v) In case of Force Majeure events after completion of the project the parties shall take action as per sub clause (i) above and the additional cost required for remedial and alternative measures to remove/remedy the force majeure shall be added to the project completion cost for all purpose of the agreement.
- vi) In case of any party not willing to implement the plan of remedial and reasonable alternative measure to remove/remedy the force majeure event it shall be construed as a default of such party and then relevant provisions of Article 10 shall apply.
- vii) The suspension of performance shall be within the effected scope and duration as required by force majeure.
- viii) When the non performing parties liable to resume performance of its obligation under this agreement that party shall give the other parties written notice to that affected so as soon as practicable.
- ix) In case the commissioning of the project is delayed due to force majeure conditions stated above and the same are accepted by the competent authority, the due dates for encashment of performance security and imposition of liquidated damages shall be extended accordingly. In case the delay affects the COD of the project and it



gets extended to the next financial year then the tariff payable shall as determined by PSERC.

## **ARTICLE 11: FACILITATION CHARGES**

The Company has paid a sum of **Rs.** \_\_\_\_\_/- i.e. equivalent to 0.5% of the total Project Cost as mentioned in DPR or with a maximum limit of Rs. 50,00,000/- (Fifty Lac only) as non-refundable service/ facilitation charges in PEDDA .

## **ARTICLE 12: REPRESENTATION AND WARRANTIES**

12.1 PEDDA hereby represents and warrants to the Company

- i) That PEDDA has the power to execute, deliver and perform fully all its obligations and liabilities under this agreement and
- ii) That the execution, delivery and performance by the PEDDA of this agreement will not violate any court, provision of any existing law or notification or regulation or order or decree of any court, governmental authority, or agency or any contract undertaking or agreement to which PEDDA is a party/binding on PEDDA and will not result in the imposition or creation of any lien, charge or encumbrance or party thereof.

12.2 The Company hereby represents and warrants to PEDDA that:

- i) It is duly organised, validly existing and in good standing under the laws of the jurisdiction of its incorporation;
- ii) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

- iii) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorise the execution, delivery and performance of this Agreement;
- iv) It has the financial standing and capacity to undertake the Project;
- v) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- vi) it is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- vii) All the information furnished in the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Company's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- viii) The Company has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other Civil or criminal liabilities which in the aggregate have or may have material adverse effect on its financial condition or its ability to perform its obligations and duties under this Agreement;

## **ARTICLE 13: INDEMNITY**

13.1 The Company shall bear the responsibility, for any third party claim action of any proceedings of whatsoever nature (including without limitation) those initiated by any statutory authority, court or tribunal or government agency against the PEDDA, its officers and employees in respect of any



loss of or damages to the property death or injury to the person together with all expenses relating thereto (including without limitation all legal fees) arising out of or in relation to the design, constructions, ownership operation and maintenance of the project etc. or omission of the Company, contractors or their sub contractors or the lenders to comply with the applicable laws, without recourse to the PEDDA and the Company shall hold PEDDA, its officers and employees fully indemnified in respect thereof.

13.2 PEDDA shall notify the Company of any claim, action or proceedings in respect of which it is entitled to be indemnified under this clause. Such notice within 60 days shall be given after PEDDA becomes aware of such claims, action or proceedings.

13.3 PEDDA shall have the right, but not the obligation to defend and litigate (and to retain the legal advisors of its choice in connection therewith) any claim action or proceedings alleged or asserted against PEDDA its officers or its employees in respect of which it is indemnified under this clause, and the reasonable costs and expenses thereof shall be subject to such indemnify provided that the Company shall be entitled at its option, and it permitted by law, to assume and control the conduct and defence of such claim, action or proceedings at its expenses and through its own legal advisors if it.

a) Gives notice of its intention to do so to PEDDA

b) Acknowledges to PEDDA in writing its obligation to indemnify PEDDA of its officers or employees or all of them both in their official capacity.

c) Reimburse the government for the reasonable costs and legal fees incurred so far by PEDDA prior to the assumption of the defence by the Company, PEDDA shall not compromise or settle any claim, action or

proceedings in respect of which it is entitled to be indemnified under this clause without prior consent of the Company.

## **ARTICLE 14: RESOLUTION OF DISPUTES**

- 14.1 The parties shall attempt to resolve any dispute, arising out of or in connection with this agreement (hereinafter referred as the dispute) by mutual discussion. In the event that any dispute cannot be resolved between the parties within a period of 30 days of the commencement of the discussions, then such dispute shall be settled under the Arbitration & Reconciliation Act 1996. Chief Executive, PEDDA shall be the sole arbitrator. The arbitration shall be conducted at Chandigarh, India in English language. Any award given by the arbitrator shall be final and binding on the parties and shall be in lieu of any other remedy within the meaning of arbitration and reconciliation Act'1996.
- 14.2 The Chief Executive, PEDDA shall act as sole arbitrator in case of any dispute between the parties.
- 14.3 Neither party shall resort to any proceeding in the court except for the enforcement of award in respect of a dispute having first exhausted the remedy under this clause.
- 14.4 During the subsistence of the arbitration proceedings both parties shall continue to perform their respective obligations under this agreement provided that the right of either party to terminate this agreement in accordance with the provisions thereof shall not be effected by the subsistence of arbitration proceedings.

## **ARTICLE 15: Miscellaneous**

### **15.1 Good faith**

Both the Parties shall do and execute all such acts, deeds, assurances and things as may be necessary and proper for carrying out the terms of this Agreement. The Parties agree to negotiate and enter into such agreements as may be required to give effect to the understanding reached herein.

### **15.2 Further Assurance**

The Parties shall, and shall use their respective reasonable endeavours to procure that any necessary third parties shall, do, execute and perform all such further deeds, documents assurances, acts and things as any of the Parties hereto may reasonably require by notice in writing to the others to carry the provisions of this Agreement and the clauses into full force and effect.

### **15.3 No Partnership**

Nothing in this Agreement shall constitute or be deemed to constitute a partnership between any of the Parties hereto and none of them shall have any authority to bind the other in any way.

### **15.4 Waiver**

No failure to exercise and no delay in exercising on the part of the party of any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any right, power or privilege. The rights and remedies provided in this agreement

are cumulative and not exclusive of any rights or remedies otherwise provided by law.

### **15.5 Severability**

Notwithstanding that any provision of this agreement may prove to be illegal or enforceable the remaining provisions of this agreement shall continue in full force and effect. Parties shall in good faith negotiate and agree upon a replacement provisions which shall be as close as permissible in law to such a provision.

### **15.6 Survival**

The termination or expiry of this agreement shall not affect the accrued rights, obligations and liabilities of the either party under this agreement nor shall it affect any continuing obligation, which this agreement provides, whether expressly or by necessary implication.

### **15.7 Confidentiality**

The parties shall on a confidential basis at all times forthwith provide to each other information as is available and is necessary or useful to enable each party to perform its obligation under this agreement. Each of the parties may however, use or disclose confidential information to a third party to the extent necessary for the performance of and control of the financing, construction and operation of the project, subject to prior consent from the other party, provided that the either party may disclose any such confidential information without the consent of the other party to a Government Agency.

Upon the transfer of the reports and studies prepared as a result of investigations and geological surveys conducted by PEDDA in respect of the site to the Company neither party shall disclose such reports and

studies to any third party or publish the same in any manner except with the prior approval of the other party.

The parties hereto shall pass their directors, officers, employees, servant's agents and contractors to be similarly bound by the convent specified in this clause above.

### **15.8 Governing law**

The rights and obligations of the parties under or pursuant to this agreement shall be governed by and constructed according to Indian law. This agreement shall be subject to the jurisdiction of the courts in Chandigarh.

### **15.9 Assignment**

The Company shall not sublet or transfer its rights accrued under this agreement to any third party except for the purpose of arranging or re-arranging finance for the project.

### **15.10 Communication**

Any communication to be made by one party to the other party under this agreement shall be validly made when delivered in writing by hand or through fax or through regd. Mail.

The communication shall be addresses as below:

If to the Company

If to PEDDA

**Director**

**Punjab Energy Development Agency**

Solar Passive Complex

Plot No. 1&2, Sector 33-D

Chandigarh – 160 034

Any party may by notice, change the address of communication to be delivered or mailed.

**15.11 Headings**

That the heading or titles of the several sections hereof are for convenient of reference and shall not affect the construction or interpretation of this agreement.

**15.12 Amendment**

No amendment or waiver of any provision of the agreement and no consent to any departure by either party here from, shall in any event be effective unless the same shall be in writing and signed by each of the parties.

**15.13 Successors bound**

This agreement shall be binding on and shall ensure for the benefits of the successors of the parties.

**15.14 Continuing Agreement**

All provisions of the agreement shall so far as they are capable of being performed and observed continue in full force and effect except in respect of those matters then already performed.





In witness whereof, the parties hereto have executed and delivered this agreement in the presence of witnesses at Chandigarh, India on the date, first month and year written above,

**For and on behalf of**

**For and on behalf of**

**Director**

**(Authorised Signatory)**

**Punjab Energy Development Agency**

**Witnessed by:**

**Witnessed by:**

**1.**

**1.**

## Annexure 4

### POWER PURCHASE AGREEMENT (PPA) (draft)

POWER PURCHASE AGREEMENT FOR PURCHASE OF POWER FROM ..... **MW**  
SOLAR PHOTOVOLTAIC BASED POWER PLANT BY M/S.  
.....

This POWER PURCHASE AGREEMENT (hereinafter referred to as 'Agreement') is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2015 at Patiala, Punjab (hereinafter referred to as the 'Effective Date') by and between Punjab State Power Corporation Ltd. & **M/S.** .... (hereinafter referred to as the 'Generating Company or Company') which expression shall unless repugnant to the context or meaning thereof include its successors, administrators or permitted assigns as party of the first part

and

**Punjab State Power Corporation Ltd.** (The successor entity of erstwhile PSEB performing the functions of Distribution Licensee), a body corporate constituted under the provisions of the Electricity Act-2003 having its head office at The Mall, Patiala (hereinafter referred to as the 'PSPCL') which expression shall unless repugnant to the context or meaning thereof include its successors and assigns as party of the second part.

Each of PSPCL and Generating Company shall be referred to as a 'Party' and collectively as 'Parties'.

#### WHEREAS

- a) Government of Punjab has formulated a 'New and Renewable Sources of Energy Policy-2012' (NRSE Policy - 2012) to develop and promote new and renewable sources of energy based technologies for power generation in Punjab.
- b) The Company has signed Implementation Agreement with PEDDA on .....**2015** for setting up the allocated project.
- c) This Power Purchase Agreement is being signed with **M/S**..... pursuant to the signing of the Implementation Agreement by the company with PEDDA.



- d) Implementation Agreement signed by **M/S**.....with PEDDA shall be treated as an integral part of the Power Purchase Agreement. All the clauses and Regulatory Norms applicable to the Implementation Agreement shall be unequivocally applicable to the Power Purchase Agreement in letter and spirit.
- e) The Company desires to sell to the PSPCL electric energy generated in the Company's Solar Power Plant and the PSPCL agrees to purchase all such energy offered by the Company for sale, upon the terms & conditions set forth herein.

NOW, THEREFORE, in consideration of premises and mutual covenants and conditions set forth herein, it is hereby agreed by and between the Parties hereto as follows:

### 1.0.0 DEFINITIONS

In this Agreement unless the context otherwise requires or implies, the following expressions shall have the meaning herein respectively assigned to them:

**“Act”** means the Electricity Act, 2003 and includes any amendment thereof.

**“Agreement”** means this Agreement together with all Annexure and Schedules and any amendments thereto made in accordance with the provisions herein contained.

**“Approvals”** means the consents, licenses, permits, approvals and registrations by or with any Government agency or any other authority as may be necessary for setting up and operating the Project including but not limited to the approvals from GOP, Punjab Pollution Control Board (PPCB), Chief Electrical Inspector to Government of Punjab, State Nodal Agency(s) for promotion of NRSE Projects, Punjab State Electricity Regulatory Commission and State Load Dispatch Centre presently under Punjab State Transmission Corporation Ltd., etc.

**“Commencement of commercial operations/Scheduled Date of Commercial Operation”** means the Scheduled Date of Synchronization with Grid on which the project shall start delivering active and reactive power to PSPCL as per Prudent Utility Practices.

**“Commission”** means the Punjab State Electricity Regulatory Commission.

**“Control Period or Review Period”** means the period during which the norms for determination of tariff specified in the CERC/PSERC regulations shall remain valid.

**“Conventional Source of Energy”** means sources conventionally used to generate electricity including inter alia, coal, coke or any petroleum product, natural gas or any other similar source.

**“Dispute”** means any dispute or difference whatsoever arising between the parties, out of or relating to the construction, meaning, scope, operation or effect of this Agreement, or the validity, breach or termination thereof.

**“Due Date”** means 60 days after receipt of invoice from the PSPCL or the generating Company as the case may be.

**“Duration of the Agreement”** means **25 (Twenty Five) years** from the date of Commissioning of the project as per clause-12 of the agreement.

**“Effective Date”** means the date of signing of this Agreement.

**“Energy Unit”** means one Kilo Watt Hour (kWh) of electrical energy.

**“Generating Facility”** means the .....**MW** solar PV based generating station located at Village ( .....).

**“GOP”** means the Government of Punjab and includes all agencies and authorities under its control/ regulation including but not limited to PEDDA, PID, CEI and PPCB.

**“GOI”** means Government of India and includes all agencies, authorities under its control/ regulation including but not limited to Ministry of New & Renewable Energy, Ministry of Power, Ministry of Environment & Forests and IREDA.

**“Grid”** means the total system of electrical transmission circuits, transformers, switchgear and other equipment (including Interconnection Facilities) on the PSPCL/PSTCL’s side of Interconnection Point.

**“Interconnection Facilities”** means all the facilities to be installed by the PSPCL/PSTCL in the PSPCL/PSTCL’s Grid Sub Stn to enable the PSPCL/PSTCL to provide stable and adequate power during start up and Shut down of the project to the Generating Company and to receive and utilize power from the Project in accordance with this Agreement.

**“Interconnection Point”** means the point at which interconnection is made between the Generating Company’s Generation Facility and the Grid of the PSPCL/PSTCL and shall be line isolator on outgoing feeder on HV side of Generator Transformer.



**“Installed Capacity”** means ..... **MW** which is the allocated capacity of the Project as per the Implementation Agreement.

**“Invoice Date”** shall have the meaning ascribed to in Article 3.3.0

**“Monthly Invoice”** means the invoice required to be prepared in line with Article 3.2.0 of the Agreement.

**“NRSE Policy - 2012”** means the policy notified by GOP to incentivize the generation of power from new and renewable sources of energy and any amendment there to.

**“Non Conventional / New & Renewable Source of Energy”** means sources other than conventional sources which are set out in NRSE Policy, 2012.

**“PEDA”** means the Punjab Energy Development Agency with headquarters at Chandigarh, which is the Nodal Agency of Govt. of Punjab.

**“Project”** means .....**MW** Solar Power Plant (Generating Facility) including all the land, civil structures, residential colony, electrical and mechanical plant and equipment, 11/66/132/220KV switch yard including transformer, breaker, CT/ PTs, wave traps, structures, isolators etc., dedicated telephone lines, telephone and wireless system, components, appurtenants, communications, access road off the village road, foot paths, carriage ways etc located at approved and allocated area in the State of Punjab.

**“Prudent Utility Practices/Prudent Practices”** means those practices, methods, techniques and standards as adopted from time to time that are generally accepted for use in electric utility industries taking into account applicable law, conditions in India and commonly used for the designing, construction, testing, operation and maintenance of the Generating Facility, lawfully, safely, efficiently and economically as applicable to the generating stations of the size, service and type being set up by the Generating Company and those generally conform to the manufacturer’s operation and maintenance guidelines.

**“PSPCL”** means the Punjab State Power Corporation Ltd. with headquarters at Patiala.

**“PSTCL”** means the Punjab State Transmission Corporation Ltd. with headquarters at Patiala.

**“RE Regulations”** means The Central Electricity Regulatory Commission (Terms and Conditions for tariff determination from Renewable Energy Sources), Regulations, 2012 as adopted by the Punjab State Electricity Regulatory Commission for the state of Punjab.

**“Site”** means relevant land at village..... , Tehsil .....and Distt.(..... ) of Punjab where the Project is located.

**“Scheduled Date of Synchronization”** means the date on which the project shall be synchronized with the Grid for first time, which shall be as per clause 10.1.0 of this agreement as per the Implementation Agreement signed with PEDDA or any extension allowed by PEDDA as the case may be.

**“Tariff Period”** means the period for which tariff, as determined for the project by the PSERC on the basis of norms specified under RE Regulations by CERC as amended from time to time and as adopted by PSERC will remain applicable, which is 25 (twenty five) years for solar power projects.

**“State Grid Code”** means the State Grid Code notified by the Commission to which the Parties have to comply in respect of its various sections.

**“Term”** means the time period set out in Clause-12 of this Agreement.

**“Useful Life”** In relation to a solar power Projects shall mean 25 years from the date of commercial operation (COD) of such generating facility.

**“Receivables”**

All of the present and future payments, obligations monies, claims, bills and any other property whatsoever that may from time to time be derived from or accrue or be offered or due to the procurer in respect of the sale by the procurer to its consumers of electricity and all proceeds thereof.

**“Incremental Receivables”**

Shall mean the amount of the Receivables, in excess of the amounts which have already been charged or agreed to be charged in favour of the procurer's Financing Parties prior to the Effective Date herein this Agreement by way of legally binding agreement, provided such charge of the Procurer's Financing Parties shall be limited to the extend of their outstanding exposure (including commitments for exposure) as on the Effective Date



## 2.0.0 ENERGY PURCHASE AND SALE

### 2.1.0 Sale of Energy by Generating Company.

2.1.1 The PSPCL shall purchase and accept all energy made available at the Interconnection Point from the Generating Company's Facility, pursuant to the terms and conditions of this Agreement which is set out below:

- (i) Rs..... per unit for **Solar Photo Voltaic Power** Project of .....MW capacity as per competitive bidding done by PEDDA. This tariff shall be applicable for tariff period of 25 years from scheduled date of commercial operation.
- (ii) As per RE Regulations the tariff shall remain constant throughout the Tariff Period following the year of commissioning No additional payment shall on any account be payable by PSPCL.
- (iii) The Company has given undertakings that it, i) has neither availed nor shall avail any grant / subsidy from GOI / GOP and ii) will not be availing the benefit of Accelerated Depreciation for the project. PSPCL shall confirm the same from PEDDA. In case, the Company receives any such grant/subsidy, it shall pass on the amount to PSPCL within 20 days of its receipt through DD/RTGS/IPG payable at Patiala failing which the company shall pay the amount with penal interest as base rate of SBI plus 4.25% worked out on day to day basis .
- (iv) The Company will submit Copies of the Annual Financial Reports and copies of the Income Tax Returns for 12 years from the Year of Commissioning as a token of proof and verification that it has complied with the Undertakings referred to in para (iii) above.
- (v) As per CERC RE Regulations, dt. 06.02.2012, CDM benefits availed if any by RE Projects shall be shared between the parties. In the first year, 100% of CDM benefit will be retained by the Company whereas in the 2<sup>nd</sup> year 90% will be retained by the Company and 10% will be passed on to PSPCL. Thereafter, the share of PSPCL will increase progressively by 10% every year till it reaches 50% where after the proceeds shall be shared in equal proportion by the Generating Company and PSPCL. The share of PSPCL will be submitted to PSPCL in the form of DD/RTGS/IPG payable at Patiala within 20 days of its receipt. The Company will submit copies of the Annual Financial Reports and copies of the Income Tax Returns for 10 years from the Year of



Commissioning as a token of proof. In case it is found at any later stage by PSPCL that the Company has availed the CDM benefits but has not transferred share of PSPCL within 20 days, PSPCL shall recover the share amount from the monthly invoices along with penal interest as base rate of SBI plus 4.25% worked out on day to day basis.

2.1.2 The Generating Company shall also generate matching MVARs corresponding to 0.99 PF lagging, so that there is no adverse effect on PSPCL's system. Monthly average PF shall be computed from the ratio of kWh to kVAh injected into PSPCL/PSTCL's system during the month.

2.1.3 In order to protect the interests of the PSPCL/PSTCL and the consumers in general the Generating Company shall continue to supply whole of the generated power to PSPCL at the rate prescribed in Article 2.1.1 above during the term of the agreement.

Further, the Generating Company will not be allowed to erect radial feeders to any other Distribution Licensees/ Consumers/ Sister Concern from its Generating Facility.

## **2.2.0 PURCHASE OF ENERGY BY GENERATING COMPANY**

2.2.1 During construction of the project, the Generating Company shall purchase power from PSPCL as per the then prevailing instructions for similar consumers of the PSPCL and as per NRSE Policy 2012.

2.2.2 The energy supplied to the Generating Company during the shutdown / start up and synchronization of the plant in any month, as measured at the Import/Export Meter at Interconnection Point shall be set off from energy generated during that month and billing will be for the net energy sold to the PSPCL. In case, there is no generation in the month, then energy exported to the Generating Company shall be set off from the energy generated during next month. But, if, there is no generation, even in the next month, then the energy exported to the Generating Company will be billed by the PSPCL at the tariff applicable to LS Industrial consumers (General Category) or sale rate of energy generated from the Project applicable for that period, whichever is higher.



### **3.0.0 BILLING PROCEDURE AND PAYMENTS:**

- 3.1.0 The designated representative of the parties shall record joint readings of the meters at the Interconnection Point and at premises of third parties to whom power is being wheeled. The meter reading in the first instance shall be at the time of synchronization and thereafter at 12.00 Hrs. on the first day of every calendar month. Readings will also be recorded at 12.00 Hrs. on the dates the change of tariff becomes effective. Readings will be taken by Senior Executive Engineer (Sr. Xen)/ Asstt. Executive Engineer/ Asstt. Engineer (Distribution) and/or CBC/MMTS in-charge of the area, under which the Generating Facility and the premises of third parties fall. It will be the responsibility of the Sr. Xen(s) in charge of the area to designate two more officers for taking the reading in the event Sr. Xen(s) in charge of the area is not available. However, in the event Sr. Xen(s) in charge do not make themselves present, the Generating Company shall contact SE(s) of the area who would ensure taking of the joint reading either by one or two of the designated officers or by himself.
- 3.2.0 Monthly energy account shall be prepared by the PSPCL. This account shall depict energy delivered to the PSPCL at the Interconnection Point, energy imported by the Generating Company during shut down/ start up of the Project and net energy sold to the PSPCL during the month. In case wheeling and banking of power is undertaken by the PSPCL under Clause 14.0.0 and 15.0.0 of this Agreement, then the monthly energy account will also include the quantum of power delivered by the Generating Company for wheeling, the quantum of power set off towards charges payable to the PSPCL for wheeling the power and quantum of energy banked by the Generating Company, which shall be determined in terms of the agreement executed under the said clauses. In the event monthly energy account depicting energy delivered to/ supplied by PSPCL, is not prepared and provided by the PSPCL within two (2) working days then the Generating Company will be entitled to prepare the monthly energy account of its own under intimation to PSPCL for the purpose of raising necessary invoices. However, if the monthly energy account involves accounting of energy wheeled and/ or energy banked, then in that case if the monthly energy account is not prepared by PSPCL within four (4) working days then the Generating Company shall be entitled to prepare monthly energy account of its own under intimation to PSPCL. Preparation of monthly energy account by the Generating Company in such case shall be subject to adjustment of verification of facts.

- 3.3.0 The monthly invoice pursuant to Clause 3.2.0 shall be delivered by the Generating Company to the PSPCL at its designated office on or before the fifth day of the month hereinafter called the Invoice Date. However, if the energy account involves Wheeling/ Banking of energy, then the Monthly invoice shall be raised by the Generating Company on or before the seventh day of the month. If the Invoice Date i.e. fifth or seventh day of the month, as the case may be, happens to be a holiday then the Monthly Invoice will be submitted on the next working day. The PSPCL shall make full payment of such Monthly Invoice within 60 days of receipt of the Monthly Invoice hereinafter called the Due Date. On request of the Company in writing for early payment for a particular period and subject to availability of funds, payment shall be made by PSPCL within 7 working days from the date of receipt of invoice for which a rebate of 2% on full payment shall be availed by the PSPCL. If PSPCL makes the payment within a period of one month of presentation of bills by the generating company, a rebate of 1% on full payment shall be availed. All payments shall be made by Cheque payable at Patiala.
- 3.4.0 In case there is no Generation at the Generating Facility, the Monthly Invoice Pursuant to Clause 2.2.2 shall be delivered by the PSPCL to the Generating Company at its designated office on Invoice Date and shall be paid by the Generating Company by the Due Date by cheque payable at Patiala.
- 3.5.0 In case the payments are delayed beyond the Due Date i.e. 60 days, the PSPCL or the Generating Company, as the case may be, would be liable to pay late payment surcharge for the delayed amount [@1.25%](#) per month for the actual period of delay.
- 3.6.0 PSPCL will provide to the Generating Company, an irrevocable and revolving Letter of Credit (LC) issued by any Nationalized Bank equal to one month's bill amount, calculated in accordance with terms set out in Clause 3.7.0 of this Agreement, subject to the condition that all kinds of LC charges will be borne by the Generating Company.
- 3.7.0 For the first year of the operation of the Generating Facility, after synchronization, the amount of quarterly LC shall be determined on the basis of the quarterly generation of the Generating Facility, worked out at 20% Capacity Utilization Factor (CUF) with 1% Auxiliary Consumption. Thereafter the amount of quarterly LC shall be based on the monthly average of the bills for three (3) months for the corresponding period last year.

3.8.0 The PSPCL reserves the right to make direct payment of any bill by cheque before or on the Due Date of payment in which case, the Generating Company shall not present the bill for payment against the Letter of Credit.

### **3.9.0 PAYMENT SECURITY MECHANISM FOR PAYMENT DUES TO THE SELLER**

3.9.1 The Procurer shall secure its payment obligations with respect to the electricity supplied to it by the Seller by entering into an Agreement to Hypothecate-cum-Deed of Hypothecation with the Seller and thereby hypothecate the Incremental Receivables of the Procurer equivalent to the LC amount in favour of the Seller to create a first floating charge on the Incremental Receivables. The charges aforesaid shall, however, be subservient to the charge in favour of the Bank (s) issuing letter (s) of credit in favour of the Seller for supply from this station.

3.9.2 The seller agrees that so long as the amounts becoming due from the Procurer to the Seller under this agreement are paid as described above and LC remains valid, the procurer shall be entitled to utilize the above Incremental a Receivables in such manner as the Procurer may consider appropriate.

3.9.3 In the event of default on the part of the Procurer to pay the amounts due to the seller by the due date or non opening/ non re-instatement of LC within 7 days of the drawl of LC, the aforesaid floating charge shall crystallize into a fixed charge automatically, without any further act, deed or thing to be done by the Procurer or the bank or the seller or any other person.

3.9.4 In the event of default on the part of the Procurer to pay the amounts due to the seller by the due date or non opening/ non re-instatement of LC within 7 days of the drawl of LC, the charge on Incremental Receivables of the Procurer would come into force from the Date of Commercial Operation of project of .....**MW capacity** by **M/S**.  
..... It is further expressly agreed that the Bank(s) issuing the Letter (s) of Credit for supply from this Project shall have a superior charge.

3.9.5 The Seller acknowledges and agrees that the procurer shall have the right to create a charge on the Incremental Receivables in excess of the charge to the Seller in favour of any other supplier(s)/ transmitter(s) of electricity.

- 3.9.6 The Procurer shall, within ninety (90) days from the date of entering into this agreement, also enter into the Default Escrow Agreement (referred to as ' Default Escrow Agreement) for the establishment and operation of the Default Escrow Account in favour of the Seller, through which the Incremental Receivables of the Procurer up to the required LC amount shall be first routed in the event of default under this agreement and used as per the terms of the Default Escrow Agreement being signed separately between the parties.
- 3.9.7 The procurer shall register, in favour of the Seller, the above first charge on the Incremental Receivables and the Agreement to Hypothecate-cum-deed of Hypothecation and the Default Escrow Agreement, as per the Companies Act, 1956 with the Registrar of Companies at the cost and expense of the Procurer and shall execute all other documents as required from time to time to confirm such charge.

#### **4.0.0 PARALLEL & INTEGRATED OPERATIONS**

- 4.1.0 The company shall be responsible for connecting their power evacuation transmission line with the nearest technically feasible substation of PSPCL/PSTCL at the designated voltage level, for evacuating power generated at the company's facility.
- 4.2.0 The PSPCL/PSTCL shall allow the Generating Company to interconnect its Generating Facility and operate it in parallel with the PSPCL/PSTCL's system subject to the terms and provisions of this Agreement. The Generating Company shall run the Generating Facility as a part of the integrated system to generate power in parallel with the grid and shall inject three phase 50 Hz (nominal) AC Supply into PSPCL/PSTCL's system at 11/66/132/220 KV (at the designed voltage level). The Generating Company shall be under an obligation to comply with directions received from the PSPCL Load Dispatch Centre or any other Load Dispatch Center authorized to issue load dispatch instructions by PSPCL.
- 4.3.0 The erection and extension of the substation bay as well as up gradation of the substation capacities for receiving power from the power generating company shall be carried out by PSPCL.

#### **5.0.0 GENERATION FACILITIES - OPERATION & MAINTENANCE**

- 5.1.0 The Generating Company shall be responsible for obtaining and keeping in force at its own cost, all consents, clearances and permits required for establishing and operating the Generating Facility viz. clearances from National Airport Authority, Competent



Authority for Environment & Forests, Chief Electrical Inspector etc. if applicable and required for keeping each unit of Generating Facility in operation in accordance with the terms of this Agreement throughout its operation period.

5.2.0 The Generating Company shall be responsible at its own expense for ensuring that the Power Station is operated and maintained in accordance with all legal and regulatory requirements including the terms of all consents/clearances /permits and Prudent Utility Practices within the acceptable technical limits so as not to have an adverse effect on the Grid system or violation of applicable law or violation of any provision of State Grid Code.

5.3.0 The terms and conditions of employment of Personnel employed by the Generating Company shall meet all applicable laws, rules, regulations and requirements in force from time to time in the State of Punjab/Union of India.

5.4.0 PSPCL shall have the right to designate from time to time its officers/officials who shall be responsible for inspecting the Generating Facility for the purpose of verifying the Generating Company's compliance with this Agreement.

5.5.0 The details of the following procedures and requirements shall be supplied by the Generating Company to the PSPCL as soon as possible, but in no event later than 30 (Thirty) days prior to the Scheduled Date of Synchronization:-

- i) Detailed procedure for synchronization of the Generating Facility with the PSPCL/ PSTCL's Grid under different conditions of operation.
- ii) Shut down and start-up procedures.

5.6.0 The Generating Company shall carry out regular maintenance and overhauls of the Generating Facility as per recommended schedules and procedures of the equipment suppliers. The schedule of maintenance and overhauls which require a shutdown of the Generating Facility shall be intimated to the PSPCL and Load Dispatch Centre to which the Generating Facility is attached. However, capital maintenance/major overhaul of the Generating Facility shall not be scheduled in "Paddy Season" i.e. 15th June to 15th October of any year as far as possible.

5.7.0 The Generating Company shall supply the particulars of the project as well as Generator Transformer and control gear to the PSPCL/PSTCL for examining stability of Generating Facility. The Generating Company shall also install and whenever

required, augment the equipment at its own cost to match it with the fault level of PSPCL/PSTCL's system during the tenure of this Agreement.

- 5.8.0 The Generating Company shall use all reasonable efforts to give advance notice to the PSPCL/PSTCL's Load Despatch Centre to the extent possible of any unscheduled outage and shall provide them with an estimate of duration and scope of such outage.
- 5.9.0 For matters relating to grid operations and load dispatch, the directions of the PSPCL/PSTCL's Load Dispatch Centre or any other officer which may be authorized by the PSPCL/PSTCL and provisions of State Grid Code shall be strictly complied with by the Generating Company. Any dispute on this account shall be referred to officer in-charge System Operation Organization whose decision shall be final.
- 5.10.0 Open Access and Other Charges: The Open Access fees, charges, Surcharges, Losses etc. if any shall be leviable as per Open Access Regulations as approved by PSERC for NRSE Projects for sale/wheeling of power to third parties as per clause 14.0.0 of the Agreement.

## **6.0.0 SYNCHRONISATION AND INTERCONNECTION FACILITIES.**

- 6.1.0 The synchronization equipment will be installed by the Generating Company at its Generating Facility at its own cost. Generating Company shall synchronize its system with the PSPCL/PSTCL's system for the first time only after the approval of synchronization scheme is granted by Chief Engineer, PP&R, PSPCL or any other designated officer of PSPCL and checking/verification is made by the concerned Senior Executive Engineer (Sr. Xen), Protection of the PSPCL/PSTCL. The Generating Company shall, immediately after each synchronization / tripping of generator, inform the grid substation to which the Generating Facility is electrically connected.

### **6.2.0 Synchronizing and Interconnection facility**

The Generating Company shall provide step up transformers, panels, kiosks, protection & metering equipment at the Generating Facility and fully equipped line bay (s) in its switchyard and interconnecting transmission line(s) upto the grid S/Stn. of the PSPCL/PSTCL. The panels, Kiosks, protection and metering equipment etc. alongwith jumpers/ cable from last tower/ H-pole (of generating company's transmission line) in the grid S/Stn. shall be provided by PSPCL/PSTCL.

**All the grid connected non-solar/solar power plants are also required to meet scheduling guidelines as per applicable regulations, they shall ensure connectivity of generation data with a separate on line link with SLDC of Punjab State directly through latest state of the art technology available.**

6.3.0 The Generating Company shall provide and maintain at its own cost all equipment and the transmission lines for evacuation of power at 11/66/132/220 KV up till the PSPCL/PSTCL substation and including clearances / NOCs from concerned agencies like Forest Deptt., Chief Electrical Inspector, Local Government etc. PSPCL/PSTCL shall carry out associated works for receiving the power in the PSPCL/PSTCL's grid sub station at their own cost. Generating company may request PSPCL/PSTCL to provide and/or maintain the transmission line on payment of charges as determined by PSPCL/PSTCL on deposit work basis.

6.4.0 The Generating Company and the PSPCL/PSTCL, as the case may be, shall consult with each other and jointly decide on the scheme for protection of the interconnection line (s) and of the facilities at both its ends. All electric equipments installed shall be consistent with the orders of the Chief Electrical Inspector, Government of Punjab and in line with State Grid Code.

6.5.0 Notwithstanding the provisions of this Agreement, the PSPCL/PSTCL will not be responsible for any damage that may occur to the Generating Facility with the PSPCL/PSTCL's system.

## **7.0.0 PROTECTIVE EQUIPMENT & INTERLOCKING**

7.1.0 The Generating Company shall provide necessary protective equipment and interlocking devices at Generating Facility, so coordinated that no adverse effect is caused to PSPCL/PSTCL's Grid System. The Generating Company shall obtain approval of the PSPCL/PSTCL for the protection logic of the generator system and synchronization schemes and any modification thereto subsequent to commissioning of the Generating Facility.

7.2.0 The Generating Company shall energize its equipment/synchronizing scheme only after the approval of the officer concerned Protection & Maintenance of the PSPCL/PSTCL at the time of commissioning and thereafter and rectification of the





defects observations pointed out by him./Routine checking/testing shall be carried out of the Generating Company's substation/ equipment on the same basis as is being done for PSPCL/PSTCL's Sub-Station.

7.3.0 Testing charges shall be borne by the Generating Company for commissioning as well as routine checking.

7.4.0 Notwithstanding such checking/verification in any event, the PSPCL/PSTCL shall not be responsible for any damage caused to the Generating Facility on account of any mistake in such checking/verification.

### **8.0.0 LIAISON WITH AND ASSISTANCE FROM THE PSPCL/PSTCL**

8.1.0 The Generating Company shall closely liaise with the PSPCL/PSTCL's Load Dispatch Centre and/or other designated officers/officials of the PSPCL/PSTCL during the Term of this Agreement. During the term of this Agreement the Generating Company shall give seven (7) days prior intimation of synchronizing programme for the first time, after completion of its annual maintenance programme and also furnish in the last week of every month supply plan indicating the total quantum of electricity likely to be delivered in the next month.

8.2.0 The Generating Company shall also inform the date of commencement of delivery of power, one month in advance and arrange for testing and commissioning of the protection system before synchronization.

### **9.0.0 METERING**

9.1.0 ABT compliant Main and Check Energy Meters (export and import) of 0.2s class or better accuracy meeting with the specification laid down in State Grid Code as approved by PSPCL for use on IPP generating plants shall be installed at Interconnection Point by the Generating Company, capable of recording and storing 15 minutes averages of all the Electrical Parameters for a minimum of 45 days. Similar meter, (export and import) of the same accuracy shall be installed by the PSPCL at the Grid Substation of PSPCL/PSTCL where power is received (hereinafter called Standby Meter). Dedicated single ratio Current Transformers (CTs) of 0.2s or better accuracy and Potential Transformers (PTs) of 0.2 class or better accuracy shall be installed for metering by generating company at the interconnection point.



- 9.1.1 One set of metering equipment having features identical to those described in Clause 9.1.0 above should also be provided in the premises of each of the third parties by generating company.
- 9.2.0 All the Meters, CTs and PTs described in Clause 9.1.0 above shall be jointly inspected and sealed on behalf of both Parties and shall not be interfered with except in the presence of the representatives of both Parties. For testing and calibration of meters, a notice of at least seven (7) days shall be given by the Party requesting for the testing, to enable the authorized representatives of both the Parties to be present.
- 9.3.0 All meters, CTs & PTs shall be checked in PSPCL's Laboratory and effectively sealed by PSPCL and the Generating Company jointly for accuracy prior to commissioning and once in every six (6) months by both Parties and shall be treated as working satisfactorily so as long the errors are within the limits prescribed for such meters.
- 9.4.0 Meter readings of the Main Meters will form the basis of billing, so long as the half yearly checks thereof are within the prescribed limit. If either of the meters is found to be defective during these checks they will be immediately calibrated.
- 9.5.0 Where the half yearly check indicates errors in the Main Meters beyond the prescribed limit but no such error is noticed in the Check Meters, billing for the month up to the date & time of such test check will be done on the basis of Check Meters and the Main Meters will be re-calibrated immediately. Billing for the period after the Main Meters are calibrated shall be as per the calibrated meters.
- 9.6.0 If during the half yearly checks, both the Main Meters and the Check Meters are found to be beyond permissible limits of error, the meters shall be immediately re-calibrated and the correction shall be applied to the consumption registered by the Main Meters to arrive at the correct consumption of energy for billing purposes for the period of the month up to the time of such check, billing for the period thereafter till the next monthly meter reading shall be measured by re-calibrated Main Meters.
- 9.7.0 Corrections in billing, whenever necessary, shall be applicable to the period between date and time of the previous last test calibration and the date and time of the test calibration in the current month when the error is observed and this correction shall be for the full value of the absolute error. For the purpose of the correction to be applied

the meter shall be tested at 100, 75, 50, 25 and 10 percent load at unity, 0.85 Lag and 0.75 lag power factors. Of these fifteen values, the error at the load and power factor nearest the average monthly load served at the point during the period shall be taken as the error to be applied for correction.

9.8.0 The billing will be normally done on the basis of readings recorded by the meters installed at the interconnection Point (Main Meters and in case of inaccuracy of main meter, Check Meter). In case, the metering equipment at the Interconnection Point becomes defectives, the billing shall be done on the basis of meter readings of the standby meter installed at PSPCL/PSTCL's Grid substation. The defective metering equipment shall however be replaced by the Generating Company within two (2) months of the detection of the defect by either party.

9.9.0 If the Energy Meters located at the Interconnection Point fail to record the electricity supplied then the electricity supplied will be computed from the Stand by Meter installed at PSPCL/PSTCL's Grid Substation for that period of defect which shall be final and binding on both Parties.

9.10.0 For the purpose of test and calibration, the standard meter shall be got calibrated and sealed from a reputed Govt. testing Laboratory. This meter shall be calibrated once in every 2 years.

9.11.0 In addition to the above metering clauses the Generating Company has to comply with the State Grid Code (Metering Code Section).

#### **10.0.0 COMMISSIONING OF GENERATING FACILITY**

10.1.0 The Generating Company shall commission the Generating Facility (which shall be Scheduled Date of Commercial Operation) and synchronize with the PSPCL/PSTCL's Grid within -----from the Effective Date i.e date of signing of this PPA which is..... Therefore, the scheduled date of commissioning for this project is.....

In case of delay after the scheduled date of commissioning within grace period of further ---months i.e. -----months from the date of signing of PPA, with forfeiture of performance B.G. by PEDDA, the commissioning date for the project shall be.....

In case of further delay in commissioning beyond \_\_\_months but within \_\_months from the date of signing of PPA, with applicable liquidated damages payable to PSPCL as per Clause 10.1.1, the revised commissioning date of the project shall be.....

10.1.1 In case there is delay in commissioning of project beyond --- months from the effective date then the project developer shall pay to PSPCL the liquidated damages @ 20,000/- (Rupees Twenty Thousand Only) per MW per day for delay in such capacity which is not commissioned. The amount of liquidated damages worked out as above shall be recovered by PSPCL from the payments due to the Project Developer on account of sale of solar power to PSPCL. The liquidated damage will be applicable without prejudice to any other penalty imposed for delay in commissioning. In case, the Commissioning of the Project is delayed beyond --- months from the date of signing of PPA, the PPA capacity shall stand reduced / amended to the Project Capacity Commissioned and the PPA for the balance Capacity will stand terminated and shall be reduced from the selected Project Capacity. The LoA & IA shall also stand terminated for the balance un-commissioned capacity.

10.1.2 This PPA will remain valid for the capacity commissioned within -- months from the effective date and the capacity for the purpose of this PPA will stand revised accordingly.

#### **11.0.0 CONTINUITY OF SERVICE**

The PSPCL/PSTCL Load Dispatch Centre may require the Generating Company to temporarily curtail or interrupt deliveries of energy only, when necessary in the following circumstances;

11.1.1 For repair, replacement and removal of the PSPCL/PSTCLs equipment or any part of its system that is associated with the Generating Company's facility. However, as far as practicable such an event shall be scheduled during the annual shut-down period of the Generating Facility.

11.1.2 Load crash in PSPCL/PSTCL's Grid System due to wide spread rains, cyclones or typhoons.

- 11.1.3 Conditions leading to over-loading of interconnecting transformers, transmission lines and Switch-gears due to outage of some equipment at the PSPCL/PSTCL's interconnecting Grid.
- 11.1.4 If the PSPCL/PSTCL determines that the continued operation of the Generating Facility may endanger the safety of the PSPCL/PSTCL's personnel or integrity of the PSPCL/PSTCL's electric system or have an adverse effect on the electric service to the PSPCL/PSTCL's other customers.
- 11.1.5 Under Force -Majeure Conditions of the PSPCL/PSTCL.
- 11.1.6 In line with directions received from the State Load Dispatch Centre.
- 11.1.7 Instructions for the disconnection of the Generating Facility from the PSPCL/PSTCL's system shall be notified by the State Load Dispatch Centre for the period/ duration indicated by it. However, the PSPCL/PSTCL shall take all reasonable steps to minimize the number & duration of such interruptions, curtailments or reductions.

## **12.0.0 TERM OF THE AGREEMENT**

- 12.1.0 Except where terminated by default, this Agreement shall remain in force for a period of 25(twenty five) years from the date of commissioning of the Project which could be extended through mutual agreement.

## **13.0.0 EVENTS OF DEFAULT AND TERMINATION**

- 13.1.0 The occurrence of any or combination of the following events at any time during the term of this Agreement shall constitute an Event of Default by the Generating Company:
- a) Failure to pay to the PSPCL any amount payable and due under this Agreement within ninety (90) calendar days after receipt of Monthly Invoice, or
  - b) Failure on the part of the Generating Company to use reasonable diligence in operating, maintaining or repairing, the Generating Facility, such that the safety of persons and property, the PSPCL/PSTCL's equipment or the PSPCL's service to others is adversely affected, or
  - c) Failure or refusal by the Generating Company to perform its material obligations under this Agreement, or

- d) Failure to use Non conventional Energy Sources for generation of power as per NRSE Policy – 2012.
- e) Abandonment of its Generating Facility by the Generating Company or the discontinuance by the Generating Company of service covered under this Agreement unless such discontinuance is caused by Force Majeure or an event of default by the PSPCL.

13.2.0 The occurrence of any of the following at any time during the term of this Agreement shall constitute an Event of Default by the PSPCL:

- a) Failure to pay to the Generating Company any amount payable and due under this Agreement within ninety (90) calendar days after receipt of Monthly Invoice, or
- b) Failure to use reasonable diligence in operating, maintaining or repairing the PSPCL/PSTCL's interconnecting facilities, such that the safety of persons or property, the Generating Company's equipment or the Generating Company is adversely affected, or
- c) Failure or refusal by the PSPCL to perform its material obligations under this Agreement.

13.3.0 Except for failure to make any payment due within ninety (90) calendar days after receipt of Monthly Invoice **(in which Clause 3.9.0 will apply)**, if an Event of Default by either party extends for a period of sixty (60) calendar days after receipt of any written notice of such Event of Default from the non-defaulting party, then the non defaulting party may, at its option, terminate this agreement by delivering written notice of such termination to the party in default.

- (i) If the default pertains to the PSPCL, then provisions of Article 14.0.0 and 15.0.0 below shall apply.
- (ii) If the default pertains to the Generating Company the PSPCL may at its option:
  - a) Require the Generating Company to cure the default and resume supply to the PSPCL within sixty (60) days of receipt of notice from the PSPCL.
  - b) If the Generating Company is unable to cure the default and resume supply within the stipulated time frame and in consequence thereof, the Project is sold or transferred or assigned to any third party, in compliance with the provisions of any agreement(s) executed by the Generating Company with any third party for raising equity/debt for the Project or in terms of the Implementation Agreement executed with PEDDA, require such third party to cure such Generating

Company Default and resume supply from the Generating Facility within 60 days of sale or transfer to the PSPCL for the remaining Term of the Agreement.

- c) Terminate the Agreement.
- iii) The parties agree that all third parties, successors and permitted assigns of the Generating Company shall be bound by the provisions of this Agreement which shall be binding and have full force and effect on such third parties.
- iv) If the supply is not resumed at the Generating Facility by the Generating Company or by the third party (who takes over the Generating Facility from the Generating Company) in accordance with Clause 13.3.0 (ii) (b) of this Agreement, the PSPCL shall be well within its rights to approach PSERC for deciding the compensation payable to PSPCL.
- v) This Agreement shall also stand terminated if the Implementation Agreement signed with PEDDA has been terminated by PEDDA.

13.4.0 The non-defaulting party may also institute such legal action or proceedings or resort to such other remedies as it deems necessary.

13.5.0 Failure by either the PSPCL or the Generating Company to exercise any of its rights under this Agreement shall not constitute a waiver of such rights. Neither Party shall be deemed to have waived any failure to perform by the other unless it has made such waiver specifically in writing.

13.6.0 Either the PSPCL or the Generating Company may terminate this Agreement upon notice to the other party, if the Generating Facility fails to begin producing electric energy within five (5) months from the Scheduled Commercial Operational Date (i.e. as per clause 10.0.0 of this agreement)

#### **14.0.0 WHEELING OF POWER**

14.1.0 Only in the event of default by the PSPCL as provided under clause 13.3.0 (i) of this Agreement, the PSPCL will, subject to and in accordance with directions, orders or regulations issued by the Commission, give consent to PSPCL/PSTCL's Load Dispatch Centre to provide access to Transmission and Distribution System for wheeling of power generated at the Generating Facility to the third parties. The wheeling and transmission charges, losses and all other charges, duties, cess etc., will be applicable as per open access regulations and orders of PSERC/GOP as applicable. The Generating Company would not sell power at any time to any third Party consumer(s) in the state of Punjab at a rate lower than the PSPCL's tariff/rate applicable to such consumer(s). The third Party if situated in Puniab, shall be existing



- 11KV or high voltage consumers of the PSPCL/PSTCL having a minimum load of one (1) mega watt (MW) and shall include only those consumers to whom open access has been allowed by the Commission and who are entitled to enter into agreement for supply or purchase on mutually acceptable conditions.
- 14.2.0 The permission for sale of power to third parties shall be initially for a period not exceeding 6 months extendable for 6 months each time until the default is cured by the PSPCL. After rectification of the default, the PSPCL shall inform the Generating Company. The Generating Company in such an event shall resume power supply to the PSPCL immediately or latest by the expiry of the then existing permission.
- 14.3.0 The Generating Company shall also bear transmission and distribution losses, surcharges, operation charges, additional surcharges, UI Charges and reactive energy charges and/or any other charge including open access charges/cess payable to PSPCL/SLDC/GOP etc., as the case may be as specified by the Commission as per Open Access Regulations framed by the Commission for such wheeling of power to third parties from New & Renewable Sources of Energy (NRSE) based power projects and /or orders of PSERC/GOP.
- 14.4.0 The quantum of energy towards charges for wheeling of power as per clause 14.1.0 and 14.3.0 above shall be deducted from the energy delivered to the PSPCL system for wheeling as measured at the Interconnection Point and monthly energy account pursuant to clause 3.2.0 shall be prepared by the PSPCL accordingly.
- 14.5.0 For the energy delivered by the Generating Company and wheeled to third parties, the Generating Company shall raise Monthly Invoices on the party(ies) directly. For the energy sold by the PSPCL to third parties, bills shall be raised by the PSPCL directly on third parties as per applicable commercial instructions issued by the PSPCL and the applicable tariff.
- 14.6.0 Out of the energy delivered by the Generating Company to the PSPCL for wheeling to consumers, the quantum of energy not used by the consumers, shall be treated as 'energy banked' with PSPCL in terms of Clause 15.0.0.
- 14.7.0 The third Parties would continue to be governed by commercial instructions in respect of their agreements with PSPCL already executed including monthly minimum charges.
- 14.8.0 The Generating Company shall also pay along with open access charges the due applicable accrued energy share payment due to PEDDA along with interest if any while seeking consent for wheeling such power. If the project is exempted from



scheduling as per State Grid Code/IEGC/Open Access Regulations, then the energy injected by the Project in a month shall be deducted from the consumption of the third party to whom the energy is to be wheeled by PSPCL.

#### **15.0.0 BANKING OF POWER**

Only in the event of default by the PSPCL as provided under Clause, 13.3.0 (i), facility for banking of the power generated shall be allowed to the Generating Company for a period of one year by the PSPCL. Further, the Generating Company willing to avail facility of banking of Power would indicate every month the energy offered to PSPCL for wheeling and to be banked. During the period starting from 15th June to 15th October of every year, no drawl of energy will be allowed. Chief Engineer (C.E.)/PPR of the PSPCL may allow drawl of banked energy during this period at his option and if PSPCL does not allow drawl of banked energy during the whole or part of the said period, the period of one year will be extended accordingly.

#### **16.0.0 DISPUTES AND ARBITRATION**

16.1.0. All difference or disputes between the parties arising out of or in connection with this agreement shall be mutually discussed and amicably resolved within 90 days.

16.2.0 In the event that the parties are unable to resolve any dispute or claim relating to or arising under this agreement as stated above which are falling under the provision of Electricity Act, 2003 shall be dealt as per provisions of Electricity Act, 2003.

16.3.0. All other dispute which are not covered under the Electricity Act, 2003 shall be referred to Arbitration and arbitration proceedings shall be governed by Arbitration and Conciliation Act, 1996.

#### **17.0.0 INDEMNIFICATION**

17.1.0 The Generating Company shall indemnify, defend and hold harmless the PSPCL and its Directors, Officers, employees and agents and their respective heirs, successors, legal representatives and assigns from and against any and all liabilities, damages, costs expenses (including attorneys fees), losses, claims, demands, action, cause of action, suits and proceedings of every kind, including those for damage to property of any person or entity (including the Co.) and/or for injury to or death of any person (including the Generating Company's employees and agents) which directly or indirectly result from or arise out of or in connection with negligence or willful misconduct of the Generating Company





17.2.0 The PSPCL/PSTCL shall indemnify and hold harmless the Generating Company and its Directors, Officers, employees and agents and their respective heirs, successors, legal representatives and assigns, from and against any and all liabilities, damages, costs, expenses (including outside attorneys fees), losses, claims, demands actions, cause of action, suits and proceedings of every kind, including those for damage to the property or any person or entity (including the PSPCL) and/or injury to or death of any person (including the PSPCL/PSTCL's employees and agents) which directly or indirectly result from partial/total grid failure or arise out of or in connection with the negligence or willful misconduct of the PSPCL/ PSTCL.

#### **18.0.0. ASSIGNMENT**

18.1.0 This Agreement may not be assigned by either the PSPCL or the Generating Company, without the consent in writing of the other party, except that either party may assign its rights under this Agreement, or transfer such rights by operation of law, to any corporation with which or into which such party shall merge or consolidate or to which such party shall transfer all or substantially all of its assets provided that such assignee or transferee shall expressly assume, in writing, delivered to the other party to this Agreement, all the obligations of the assigning or transferring party under this Agreement.

#### **19.0.0 FORCE MAJEURE**

19.1.0 If any party hereto shall be wholly or partially prevented from performing any of its obligations under this Agreement by reason of or on account of lightning, earthquake, fire, floods, invasion, insurrection, rebellion, mutiny, civil unrest, riot, epidemics, explosion, the order of any court, judge or civil authority, change in applicable law, war, any act of God or public enemy or any other similar cause or reason reasonably beyond its control and not attributable to any negligent or intentional act, error or omission, then such party shall be excused of its obligations/ liabilities under this Agreement and shall not be liable for any damage, sanction or loss resulting there from to the other party.

19.2.0 The party invoking this clause shall satisfy the other party of the existence of any Force Majeure event and give written notice within seven (7) days of the occurrence of such Force Majeure event to the other party and also take all reasonable and

possible steps to eliminate, mitigate or overcome the effect and consequence of any such Force Majeure event.

19.3.0 In the event of a Force Majeure event or conditions, any payment due under this Agreement shall be made as provided herein and shall not be withheld.

19.4.0 This clause as provided in this PPA will be operative after the project achieves COD. For force majeure events occurring during the commissioning period of the project, provisions of IA will be applicable.

## **20.0.0 AUTHORITY TO EXECUTE**

20.1.0 Each respective party represents and warrants as follows:-

20.2.0 Each respective party has all necessary rights, powers and authorities to execute deliver and perform this Agreement.

20.3.0 The execution, delivery and performance of this Agreement by each respective party will not result in a violation of any law or result in a breach of any government authority, or conflict with or result in a breach of or cause a default under any agreement or instrument to which either respective party is a party or by which it is bound. No consent of any person or entity not a party to this Agreement, including and government authority is required for such execution, delivery and performance by each respective party.

## **21.0.0 LIABILITY AND DEDICATION**

21.1.0 Nothing in this Agreement shall create any duty or standard of care with reference to or any liability to any person not a party to it.

21.2.0 No undertaking by one party to the other under any provision of this Agreement shall constitute the dedication of that party's system or any portion thereof to the other party or to the public or effect the status of the PSPCL as a public utility or constitute the Generating Company or the Generating Facility as a public utility.

## **22.0.0 NODAL AGENCY OF THE PSPCL**

22.1.0 Chief Engineer In charge/Power Purchase and Regulations of the PSPCL or subsequently any other officer, to whom such duties are assigned by PSPCL (which will be intimated to Generating Company) shall act as a nodal agency for implementing this Agreement.

### **23.0.0 AMENDMENTS**

23.1.0 Any waiver, alteration, amendment or modification of this Agreement or any part hereof shall not be valid unless it is in writing and signed by the Parties.

### **24.0.0 BINDING EFFECT**

24.1.0 This Agreement shall be binding upon and ensure to the benefit of the Parties hereto and their respective successors, legal representatives and permitted assigns.

### **25.0.0 NOTICES**

25.1.0 Any written notice provided hereunder shall be delivered personally or sent by registered post acknowledgement due or by Courier for receipted delivery with postage or courier charges prepaid to the other party at the following address:

#### **PSPCL:**

#### **Before commissioning of the Project:**

Chief Engineer/ Power Purchase & Regulations,

O/O. SE / (Investment Promotion Cell),

T-8, Thermal Design Complex, PSPCL,

Patiala – 147001.

Ph: 0175-2220784

Telefax: 0175-2220784,

e-mail : se.ipc.ppr@gmail.com, se-ipc.ppr@PSPCL.in

or

Any other office that is assigned the similar duties by PSPCL subsequently.

#### **After commissioning of the Project**

Chief Engineer/ Power Purchase & Regulations,

O/O. SE/Inter State Billing, T-1, Thermal Design Complex,

PSPCL, Shakti Vihar, Patiala.

Phone: 0175-2300534, Fax: 0175 - 2308698, 2200872.

or

Any other office that is assigned the similar duties by PSPCL subsequently.

**Generating Company: -**

**M/S.....**

E-mail : .....

Fax no: . Tel no:.

Contact person name: ...

Notice delivered personally shall be deemed to have been given when it is delivered to the Generating Company at address set forth above and actually delivered to such person or left with a responsible person in such office. Notice sent by post or Courier shall be deemed to have been given on the date of actual delivery as evidenced by the date appearing on the acknowledgement of delivery.

25.2.0. Any party hereto may change its address by giving written notice of such changes to the other party hereto.

#### **26.0.0. EFFECT OF SECTION HEADINGS**

26.1.0. The headings or titles of the several sections hereof are for convenience of reference and shall not affect the construction or interpretation of any provision of this Agreement.

#### **27.0.0. NON - WAIVER**

No delay or forbearance of either party in the exercise of any remedy or right will constitute a waiver thereof and the exercise or partial exercise of remedy or right shall not preclude further exercise of the same or any other remedy or rights.

#### **28.0.0. RELATIONSHIP OF THE PARTIES**

28.1.0 Nothing in this Agreement shall be deemed to constitute either party hereto as partner, agent or representative of the other party or to create any fiduciary relationship between the Parties.

#### **29.0.0. ENTIRE AGREEMENT**

29.1.0 This Agreement constitutes the entire understanding and Agreement between the Parties.



### **30.0.0. GOVERNING LAW**

30.1.0 This Agreement shall be governed by and construed in accordance with applicable laws of the State of Punjab.

### **31.0.0. NO PARTY DEEMED DRAFTER**

The parties agree that no party shall be deemed to be drafter of this Agreement and that in the event this Agreement is ever construed by arbitrators, or by a court of law, they shall not construe this agreement or any provision hereof against either party as the drafter of the Agreement. The PSPCL and the Company acknowledge that both parties have contributed substantially and materially to the preparation of this Agreement.

### **32.0.0. APPROVAL**

32.1.0. Wherever either PSPCL or Generating Company approvals are required in this Agreement, it is understood that such approvals shall not be unreasonably withheld.

### **33.0.0. FURTHER INSTRUMENTS**

33.1.0. Each of the Parties agrees to execute and deliver all such further instruments and to do and perform all such further acts and things, as shall be necessary and required to carry out the provisions of this Agreement and to consummate the transactions contemplated hereby.

### **34.0.0. INTERPRETATION**

34.1.0 The headings used in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of the respective clauses and paragraphs of this Agreement.

- (a) This Agreement has been executed in the English language only and thus the English language shall be the controlling language for interpretation thereof. This Agreement together with the Annexure constitutes the whole and only Agreement as at the date hereof between the Parties with respect to the subject matter described herein.

**35.0.0** The PPA shall be effective & binding on the parties only upon approval of the PPA by the Hon'ble PSERC & the PPA shall be subject to such conditions as may be stipulated by the Hon'ble PSERC while granting such approval.

**IN WITNESS WHERE OF**, the PSPCL and the Generating Company have executed this Agreement as of the \_\_\_\_ day of \_\_\_\_\_, in the year 2015.

**For the Generating Company**  
**By its**

**For the PSPCL**  
**By its**

**Director/Authorized Representative**

**Director**

**Witness by:**

**Witness by:**

**Name:**

**Name:**

**Designation**

**Designation**

**Address:**

**Address:**

**ANNEXURE - A**

**DETAILS OF \_\_\_\_\_ MW SOLAR PHOTOVOLTAIC POWER PROJECT:**

Sr. No.	Name of Project site	Tehsil / District	Capacity (MW)	Commissioning Schedule	Feeding Grid of PSPCL	Remarks
1.						



## Annexure 5

### LIST OF PSPCL GRID SUBSTATIONS

Sr. No.	Name of 66 kV Substation	Zone	P&M Circle	Op Circle
1	Abohar MES	West	BTI	MKT
2	Abulkhurana	West	BTI	MKT
3	Adampur	North	JLD	JLD
4	Adda Dakha	Central	LDH	LDH S/U
5	Agol	Central	LDH	KHN
6	Agwar Lopan	Central	LDH	LDH S/U
7	Ahmedgarh	Central	LDH	LDH S/U
8	Ajnala	Border	ASR	ASR
9	Alamgir	South	Patiala	MOH
10	Alamgir,LDH	Central	LDH	LDH S/U
11	Alamwala	West	BTI	MKT
12	Alike	West	BTI	BTI
13	Aliwal	Border	ASR	GDSP
14	Aliwal Rd.Batala	Border	ASR	GDSP
15	Allewali	North	JLD	KPT
16	Allowal	South	Patiala	PTA
17	Amaltas G.T.Rd.-II	Central	LDH	LDH City
18	Amargarh	South	Patiala	PTA
19	Amarkot	Border	ASR	TTN
20	Amiwala	West	BTI	FDK
21	Amroh	North	JLD	HSP
22	Arniwala	West	BTI	MKT
23	Arno	South	Patiala	PTA
24	Ashahoor(Raipur Arian)	North	LDH	NWSR
25	Aspal Kalan	South	Patiala	BNL
26	Attari	Border	ASR	ASR
27	Attowal	North	JLD	HSP
28	Aulakh	West	BTI	MKT
29	Aur	North	JLD	NWSR
30	Ayali Khurd (South City)	Central	LDH	LDH City
31	Baba Sekh Farid	West	BTI	FDK
32	Babaat/Zirkpur	South	Patiala	MOH
33	Babehali	Border	ASR	GDSP
34	Badali Ala Singh	Central	LDH	KHN
35	Badbar	South	Patiala	BNL
36	Badinpur	Central	LDH	KHN





Sr. No.	Name of 66 kV Substation	Zone	P&M Circle	Op Circle
37	Badrukhan (Barnala Rd)	South	Patiala	SNG
38	Badshahpur	South	Patiala	PTA
39	Badshahpur (Nkdr Rd.)	North	JLD	JLD
40	Bagga Kalan	Border	ASR	ASR
41	Bahadurgarh	South	Patiala	PTA
42	Bahumajra	Central	LDH	KHN
43	Baja Marar	West	BTI	MKT
44	Bajeke	West	BTI	FZR
45	Bajrur	South	Patiala	RPR
46	Bakarpur (Jasarahoor)	Border	ASR	ASR
47	Bakhopir	South	Patiala	SNG
48	Balachaur	North	JLD	NWSR
49	Balbera	South	Patiala	PTA
50	Ballian Wali	West	BTI	BTI
51	Balokee	Central	LDH	LDH City
52	Bamna	South	Patiala	PTA
53	Banarsi	South	Patiala	PTA
54	Banbhaura(Shaheed B.Singh)	South	Patiala	BNL
55	Bangan	South	Patiala	SNG
56	Banur	South	Patiala	MOH
57	Banwala Anuka	West	BTI	MKT
58	Banwala Hanwanta	West	BTI	MKT
59	Bareta	West	BTI	BTI
60	Bargari	West	BTI	FDK
61	Baringan/JLD.Cantt	North	JLD	JLD
62	Barnala	South	Patiala	BNL
63	Barnala Rd.BTI (MES)	West	BTI	BTI
64	Basant Park LDH.	Central	LDH	LDH City
65	Baserke Gillan	Border	ASR	ASR
66	Bassi Pathana	Central	LDH	KHN
67	Batala Radial	Border	ASR	GDSP
68	Bathinda City Civil line	West	BTI	BTI
69	Beas	Border	ASR	TTN
70	Behak Gujran	West	BTI	FZR
71	Behlolpur	South	Patiala	RPR
72	Behram	North	JLD	NWSR
73	Bhadaur	South	Patiala	BNL
74	Bhaddi	North	JLD	NWSR
75	Bhadran	West	BTI	BTI
76	Bhadson	Central	LDH	KHN
77	Bhago Budha	North	JLD	KPT
78	Bhagoke	West	BTI	FZR



Sr. No.	Name of 66 kV Substation	Zone	P&M Circle	Op Circle
79	Bhagowal	Border	ASR	GDSP
80	Bhagrana	Central	LDH	KHN
81	Bhagta Bhai	West	BTI	BTI
82	Bhai Rupa	West	BTI	BTI
83	Bhaini Mian Khan	Border	ASR	GDSP
84	Bhaini Sahib	South	Patiala	RPR
85	Bhaliana	West	BTI	MKT
86	Bhaloor	West	BTI	FZR
87	Bhalwan	South	Patiala	SNG
88	Bhangala	North	JLD	HSP
89	Bhangali Kalan	Border	ASR	ASR
90	Bhangi Nihal Singh Wala	West	BTI	BTI
91	Bhankhar	South	Patiala	PTA
92	Bhari	Central	LDH	KHN
93	Bhasaur	South	Patiala	BNL
94	Bhattian Jattan	North	JLD	HSP
95	Bhawanigarh	South	Patiala	SNG
96	Bhikhi	West	BTI	BTI
97	Bhinder Kalan	West	BTI	FDK
98	Bhitiwala	West	BTI	MKT
99	Bhucho Mandi	West	BTI	BTI
100	Bhunerheri	South	Patiala	PTA
101	Bhupal Kalan	South	Patiala	SNG
102	Bhutiwala	West	BTI	MKT
103	Bilaspur	West	BTI	FDK
104	Boha	West	BTI	BTI
105	Boormajra	South	Patiala	RPR
106	Boota Mandi/ Chara Mandi	North	JLD	JLD
107	Borawal	West	BTI	BTI
108	Brahampura	Border	ASR	TTN
109	Budladha	West	BTI	BTI
110	Bundala	Border	ASR	ASR
111	Bundala	North	JLD	NWSR
112	Burj Dhiwan	West	BTI	BTI
113	C.Compound GNDTP	West	BTI	BTI
114	Chabal	Border	ASR	TTN
115	Chabbewal	North	JLD	HSP
116	Chahal Kalan	Border	ASR	GDSP
117	Chahhar Kaurian	South	Patiala	SNG
118	Chaina	West	BTI	FDK
119	Chak Ali Sher	West	BTI	BTI
120	Chak Budhoke	West	BTI	FZR
121	Chak Dogra	Border	ASR	ASR
122	Chak Fateh Singh Wala	West	BTI	BTI



Sr. No.	Name of 66 kV Substation	Zone	P&M Circle	Op Circle
123	Chak Janisar	West	BTI	MKT
124	Chak Veroke	West	BTI	FZR
125	Chaksherewala	West	BTI	MKT
126	Chandigarh Rd.LDH.	Central	LDH	LDH City
127	Charik	West	BTI	FDK
128	Chaunta	South	Patiala	RPR
129	Chaurwala	Central	LDH	KHN
130	Chawa	Central	LDH	KHN
131	Cheema	South	Patiala	SNG
132	Chhajali	South	Patiala	SNG
133	Chimnewala	West	BTI	MKT
134	Chitti	North	JLD	JLD
135	Chogawan(Asr.)	Border	ASR	ASR
136	Chogittee	North	JLD	JLD
137	Chottian	South	Patiala	SNG
138	Chowke	West	BTI	BTI
139	Chugakalan	West	BTI	FDK
140	Chugawan	West	BTI	FDK
141	Dabwali (New site)	West	BTI	MKT
142	Dabwali Dhab	West	BTI	MKT
143	Dagru	West	BTI	FDK
144	Daindwind/Kapurthala	North	JLD	KPT
145	Dakala	South	Patiala	PTA
146	Dalla	West	BTI	FDK
147	Dalla	Border	ASR	ASR
148	Dan S. Wala	West	BTI	BTI
149	Daroli Kalan	North	JLD	JLD
150	Daska	South	Patiala	SNG
151	Dasuya	North	JLD	HSP
152	Datewas	West	BTI	BTI
153	Daudhar	West	BTI	FDK
154	Daulatpur (JLD)	North	JLD	JLD
155	Daulatpura	West	BTI	FDK
156	Dayal Bharang	Border	ASR	ASR
157	Dayalgarh	South	Patiala	SNG
158	Deep Singh Wala	West	BTI	FDK
159	Dehri	South	Patiala	MOH
160	Dehriwal	Border	ASR	GDSP
161	Dental College ASR	Border	ASR	ASR
162	Dera Baba Nanak	Border	ASR	GDSP
163	Dera Bassi(Mubarkpur)	South	Patiala	MOH
164	Devigarh	South	Patiala	PTA
165	Dhabwali Rd.BTI	West	BTI	BTI
166	Dhade	Border	ASR	ASR



Sr. No.	Name of 66 kV Substation	Zone	P&M Circle	Op Circle
167	Dhadraian	South	Patiala	SNG
168	Dhakola	South	Patiala	MOH
169	Dhalewan	West	BTI	BTI
170	Dhan Singh Khanna	West	BTI	BTI
171	Dhanaula	South	Patiala	BNL
172	Dhandari Kalan-II Phase-7	Central	LDH	LDH City
173	Dhandi Quadim	West	BTI	FZR
174	Dhann Shahid	West	BTI	FZR
175	Dhapali	West	BTI	BTI
176	Dhar	Border	ASR	GDSP
177	Dharamgarh	South	Patiala	PTA
178	Dhaura	South	Patiala	BNL
179	Dholewal	West	BTI	FDK
180	Dholewal Chowk	Central	LDH	LDH City
181	Dhuri	South	Patiala	BNL
182	Dina Nagar	Border	ASR	GDSP
183	Dina Sahib	West	BTI	FDK
184	Dirba	South	Patiala	SNG
185	Dosanj Kalan	North	JLD	NWSR
186	Dubli	Border	ASR	TTN
187	Dyalpur Bhaika	West	BTI	BTI
188	Dyalpura Mirza	West	BTI	BTI
189	F.P.Hoshiar Pur	North	JLD	HSP
190	F.P.Jalandhar	North	JLD	JLD
191	F.P.Mandi G.Garh	Central	LDH	KHN
192	F.P.Mehta Rd. Asr.	Border	ASR	ASR
193	F.P.Patiala	South	Patiala	PTA
194	Faridkot	West	BTI	FDK
195	Fatehabad	Border	ASR	TTN
196	Fatehgarh Panjtoor	West	BTI	FZR
197	Fatehgarh Sabraon	West	BTI	FZR
198	Fatehgarh Sahib	Central	LDH	KHN
199	Fatehpur Manian	West	BTI	MKT
200	Fatta Khera	West	BTI	MKT
201	Fattanwala	West	BTI	MKT
202	Fazilka	West	BTI	MKT
203	Feroze Gandhi Mkt.(D.C. Complex)	Central	LDH	LDH City
204	Fidde Khurd	West	BTI	MKT
205	FP Moga	West	BTI	FDK
206	G.T.Rd.G.Garh( Talwara )	Central	LDH	KHN
207	G.T.Rd.Ludhiana	Central	LDH	LDH City
208	Gaggo Mehal	Border	ASR	ASR
209	Gago Bua	Border	ASR	TTN



Sr. No.	Name of 66 kV Substation	Zone	P&M Circle	Op Circle
210	Gajewas	South	Patiala	PTA
211	Gajjanwala	West	BTI	FDK
212	Gajju Khera	South	Patiala	PTA
213	Gajju Majra	South	Patiala	PTA
214	Galib Kalan	Central	LDH	LDH S/U
215	Galri	Border	ASR	GDSP
216	Ganduan	South	Patiala	SNG
217	Gardiwala	North	JLD	HSP
218	Garhshankar	North	JLD	NWSR
219	Gaunsgarh	Central	LDH	LDH City
220	Ghagga	South	Patiala	PTA
221	Ghamurghat	South	Patiala	SNG
222	Ghanaur	South	Patiala	PTA
223	Ghanauri Kalan	South	Patiala	BNL
224	Ghariaala	Border	ASR	TTN
225	Gharota Khurd	Border	ASR	GDSP
226	Gharuan	South	Patiala	RPR
227	Ghasso Khana	West	BTI	BTI
228	Ghattianwali Jattan	West	BTI	MKT
229	Ghogra	North	JLD	HSP
230	Gholwar	Border	ASR	TTN
231	Ghuman	Border	ASR	GDSP
232	Giaspura	Central	LDH	LDH City
233	Giderani	South	Patiala	SNG
234	Gill Rd. Ludhiana	Central	LDH	LDH City
235	Gillwali	Border	ASR	ASR
236	Gilzewala	West	BTI	MKT
237	Gobindgarh Central	Central	LDH	KHN
238	Gobindsar	Border	ASR	GDSP
239	Goindwal FP	Border	ASR	TTN
240	Golden Temple	Border	ASR	ASR
241	Golewal	West	BTI	FDK
242	Goniana	West	BTI	BTI
243	Gowal Mandi	Border	ASR	ASR
244	Grain Mkt.G.Garh	Central	LDH	KHN
245	Gulabewala	West	BTI	MKT
246	Gurditpura	South	Patiala	PTA
247	Guru Har Sahai	West	BTI	FZR
248	Haibowal	Central	LDH	LDH City
249	Haidobet	South	Patiala	RPR
500	Hall Gate	Border	ASR	ASR
251	Hamira	North	JLD	KPT
252	Hamirgarh Dhappi	West	BTI	BTI
253	Handesra	South	Patiala	MOH



Sr. No.	Name of 66 kV Substation	Zone	P&M Circle	Op Circle
254	Harchowal	Border	ASR	GDSP
255	Hardo Chhini	Border	ASR	GDSP
256	Hargana	Central	LDH	KHN
257	Harike	Border	ASR	TTN
258	Harsha Chhina	Border	ASR	ASR
259	Harta Balda	North	JLD	HSP
260	Hazipur	North	JLD	HSP
261	Heeran	Central	LDH	LDH S/U
262	Hoshiar nagar	Border	ASR	ASR
263	Hotian*	North	JLD	KPT
264	Ikolaha	Central	LDH	KHN
265	Indira Park/ F.P.-II	Central	LDH	LDH City
266	Jaito	West	BTI	FDK
267	Jajjo Doaba	North	JLD	HSP
268	Jakhepal	South	Patiala	SNG
269	Jakhopur Kalan	North	JLD	KPT
270	Jalandhar Radial	North	JLD	JLD
271	Jallal	West	BTI	BTI
272	Janer	West	BTI	FDK
273	Jarg	Central	LDH	KHN
274	Jastarwal	Border	ASR	ASR
275	Jaura Chhitra	Border	ASR	GDSP
276	Jethuke	West	BTI	BTI
277	Jhander	Border	ASR	ASR
278	Jhandiana Garbi	West	BTI	FZR
279	Jhanduke	West	BTI	BTI
280	Jhariwala	West	BTI	FZR
281	Jhoke Tehal Singh	West	BTI	FZR
282	Jida	West	BTI	FDK
283	Jiwan Arian	West	BTI	FZR
284	Jodhpur	West	BTI	BTI
285	Joga Ram Tirth	West	BTI	BTI
286	Jogralla	West	BTI	BTI
287	Jore Majra	South	Patiala	PTA
288	Jorkian Nangal	West	BTI	BTI
289	Kacha Pacca	Border	ASR	TTN
290	Kacheri Chowk	Border	ASR	ASR
291	Kahnawal	West	BTI	BTI
292	Kahnuwan	Border	ASR	GDSP
293	Kajoli	South	Patiala	RPR
294	Kakkar	Border	ASR	ASR
295	Kakrala	South	Patiala	PTA
296	Kala Afgana	Border	ASR	GDSP
297	Kalanaur	Border	ASR	GDSP



Sr. No.	Name of 66 kV Substation	Zone	P&M Circle	Op Circle
298	Kalyan Sukha	West	BTI	BTI
299	Kamala Midhu	West	BTI	FZR
300	Kamalgarh	West	BTI	FZR
301	Kanakwal	South	Patiala	SNG
302	Kanganwal	Central	LDH	LDH City
303	Kanjla	South	Patiala	BNL
304	Kapial	South	Patiala	SNG
305	Karamgarh	South	Patiala	BNL
306	Karawar	North	JLD	NWSR
307	Karni Khera	West	BTI	MKT
308	Kassoana	West	BTI	FZR
309	Kathgarh	North	JLD	NWSR
310	Katron	South	Patiala	BNL
311	Kattianwali	West	BTI	MKT
312	Kattu	South	Patiala	BNL
313	Kauni	West	BTI	MKT
314	Khadoor Sahib	Border	ASR	TTN
315	Khallu*	North	JLD	KPT
316	Khamano	South	Patiala	RPR
317	Khanna	Central	LDH	KHN
318	Khanouri (Shergarh)	South	Patiala	PTA
319	Khem Karan	Border	ASR	TTN
320	Kheowali Dhab	West	BTI	MKT
321	Khosa Dal Singh	West	BTI	FZR
322	Khosa Kotla	West	BTI	FDK
323	Khuikhera	West	BTI	MKT
324	Khun Khun Kalan	North	JLD	HSP
325	Khuranj	West	BTI	MKT
326	Khusro pur	North	JLD	KPT
327	Kishanpura	West	BTI	FDK
328	Kohar Kalan	North	JLD	KPT
329	Kokri Vehniwal	West	BTI	FDK
330	Kolianwali/Sham Khera	West	BTI	MKT
331	Kot Bhai	West	BTI	MKT
332	Kot Dharmu	West	BTI	BTI
333	Kot Ise Khan	West	BTI	FDK
334	Kot Mohammad Khan	Border	ASR	TTN
335	Kot Sadiq	North	JLD	JLD
336	Kot Shamir	West	BTI	BTI
337	Kot Sukhian	West	BTI	FDK
338	Kot wasava Singh	Border	ASR	TTN
339	Kothe Ramsar	West	BTI	FDK
340	Kotla Samashpur (Ghungrali)	South	Patiala	RPR





Sr. No.	Name of 66 kV Substation	Zone	P&M Circle	Op Circle
341	Kotli Ablu	West	BTI	BTI
342	Kotli Kalan	West	BTI	BTI
343	Kularan	South	Patiala	PTA
344	Kullrian	West	BTI	BTI
345	Kup Kalan	South	Patiala	BNL
346	Kurali	South	Patiala	RPR
347	Kutba	Central	LDH	LDH S/U
348	Kuthala	South	Patiala	BNL
349	Ladhuka	West	BTI	MKT
350	Lakha	Central	LDH	LDH S/U
351	Lakhewali	West	BTI	MKT
352	Lakhna	Border	ASR	TTN
353	Lalru	South	Patiala	MOH
354	Lambi	West	BTI	MKT
355	Latala	Central	LDH	LDH S/U
356	Lehra Gagga	South	Patiala	SNG
357	Lehra Mohabbat	West	BTI	BTI
358	Lidder	Border	ASR	TTN
359	Lohgarh Thakra	West	BTI	FZR
360	Lohian/Fatuwal	North	JLD	KPT
361	Lohsimbly	South	Patiala	PTA
362	Longowal	South	Patiala	SNG
363	Lubanianwali	West	BTI	MKT
364	Lung	South	Patiala	PTA
365	Machhiwara	South	Patiala	RPR
366	Madhir	West	BTI	MKT
367	Maghar Sahib	South	Patiala	PTA
368	Mahatam nagar	West	BTI	MKT
369	Majra	South	Patiala	RPR
370	Makhu	West	BTI	FZR
371	Malerkotla	South	Patiala	BNL
372	Malke	West	BTI	FDK
373	Mallanwala	West	BTI	FZR
374	Mallian	North	JLD	KPT
375	Maloud	Central	LDH	LDH S/U
376	Malout Rd.BTI	West	BTI	BTI
377	Malout Rd.MKT	West	BTI	MKT
378	Malsian	North	JLD	KPT
379	Maluka	West	BTI	BTI
380	Mamdot	West	BTI	FZR
381	Mandi Kalan	West	BTI	BTI
382	Mandvi	South	Patiala	SNG
383	Mannawala	Border	ASR	ASR
384	Mannawala(Benra)	South	Patiala	BNL





Sr. No.	Name of 66 kV Substation	Zone	P&M Circle	Op Circle
385	Manochahal	Border	ASR	TTN
386	Mansa	West	BTI	BTI
387	Manvi	South	Patiala	BNL
388	Maqsoodpur	North	JLD	JLD
389	Mari Megha	Border	ASR	TTN
390	Mari Mustfa (Thathi Bhai)	West	BTI	FDK
391	Masitan	West	BTI	FDK
392	Matta	West	BTI	FDK
393	Matti	West	BTI	BTI
394	Mehatpur	North	JLD	KPT
395	Mehlan Chowk(Kulrian)	South	Patiala	SNG
396	Mehraj	West	BTI	BTI
397	Mehrajwala	North	JLD	KPT
398	Mehsun Pur	North	JLD	KPT
399	Miani	North	JLD	HSP
400	Midha	West	BTI	MKT
401	Millerganj	Central	LDH	LDH City
402	Model Town	Central	LDH	LDH City
403	Model Town (Phase-III, Urban Estate)	West	BTI	BTI
404	Moela Wahidpur	North	JLD	NWSR
405	Mohali Phase-I	South	Patiala	MOH
406	Mohali Phase-VII	South	Patiala	MOH
407	Mohali Phase-VIIIB	South	Patiala	MOH
408	Mohali Sect.-68	South	Patiala	MOH
409	Mohali sector-71	South	Patiala	MOH
410	Mohali-E(Ph-IX)	South	Patiala	MOH
411	Mohalkey	Border	ASR	ASR
412	Mohi Kalan	South	Patiala	MOH
413	Moonak	South	Patiala	SNG
414	Morinda	South	Patiala	RPR
415	Mudhal	Border	ASR	ASR
416	Mudki	West	BTI	FZR
417	Mukandpur	North	JLD	NWSR
418	Mukerian	North	JLD	HSP
419	Mullanpur	South	Patiala	MOH
420	Mustafa Pur	North	JLD	KPT
421	Nabha-I	South	Patiala	PTA
422	Nadala*	North	JLD	KPT
423	Nadampur	South	Patiala	SNG
424	Nag Kalan	Border	ASR	ASR
425	Nagoke	Border	ASR	TTN
426	Nagra (Gharacho)	South	Patiala	SNG
427	Nandgarh Ghudda	West	BTI	MKT



Sr. No.	Name of 66 kV Substation	Zone	P&M Circle	Op Circle
428	Nandpur Kalaur	Central	LDH	KHN
429	Nandpur Rare (Manwal) Khanpur	Border	ASR	GDSP
430	Nangal	South	Patiala	RPR
431	Nangal Naraingarh	North	JLD	KPT
432	Narangwal	Central	LDH	LDH S/U
433	Narli	Border	ASR	TTN
434	Narot Jaimal Singh	Border	ASR	GDSP
435	Nasrala	North	JLD	HSP
436	Nathana	West	BTI	BTI
437	Nathuwala	West	BTI	FDK
438	Naudhrani	South	Patiala	BNL
439	Naushera	South	Patiala	PTA
440	Naushera Majha Singh	Border	ASR	GDSP
441	Naushera Pannuan	Border	ASR	TTN
442	Nawanpind	Border	ASR	ASR
443	NIS Patiala	South	Patiala	PTA
444	Nureke	West	BTI	FZR
445	Nurewal	Central	LDH	LDH City
446	Nurpur Bedi	South	Patiala	RPR
447	OCM Amritsar	Border	ASR	ASR
448	Old Jail Road, Ludhiana	Central	LDH	LDH City
449	PACL Nangal	South	Patiala	RPR
450	Pakhi Kalan	West	BTI	FDK
451	Pakhoke	South	Patiala	BNL
452	Pakhon	West	BTI	BTI
453	Panchata	North	JLD	JLD
454	Pandori Jagir	North	JLD	KPT
455	Pandori Khatrian	West	BTI	FZR
456	Panj Graian	Border	ASR	GDSP
457	Paras Ram Nagar	West	BTI	BTI
458	Parjian	North	JLD	KPT
459	Passiana	South	Patiala	PTA
460	Patara	North	JLD	JLD
461	Patel Chownk	North	JLD	JLD
462	Pathrala	West	BTI	MKT
463	Patiala	South	Patiala	PTA
464	Patiala Rd.(Mangwal)	South	Patiala	SNG
465	Patto Hira Singh	West	BTI	FDK
466	Payal	Central	LDH	KHN
467	Phool	West	BTI	BTI
468	Phulewala Mehraj	West	BTI	MKT
469	Pringri	Border	ASR	TTN
470	PSIEC Ph.VIII-LDH	Central	LDH	LDH City



Sr. No.	Name of 66 kV Substation	Zone	P&M Circle	Op Circle
471	PSIEC Ranipur	Border	ASR	GDSP
472	Pucca Kalan	West	BTI	BTI
473	Purana Shella	Border	ASR	GDSP
474	Purkhali	South	Patiala	RPR
475	Quadian	Border	ASR	GDSP
476	R.C Camp Ajjowal	North	JLD	HSP
477	Rahon	North	JLD	NWSR
478	Rai Dharana	South	Patiala	PTA
479	Raikot	Central	LDH	LDH S/U
480	Raipur	West	BTI	BTI
481	Raja Sansi Air Port	Border	ASR	ASR
482	Rajatal	Border	ASR	ASR
483	Rajguru Nagar	Central	LDH	LDH City
484	Rajoa	Border	ASR	GDSP
485	Rajpura City	South	Patiala	PTA
486	Rajpura Focal Point	South	Patiala	PTA
487	Rakhra	South	Patiala	PTA
488	Ram Tirth/ Bhattewid	Border	ASR	ASR
489	Rama Mandi	West	BTI	BTI
490	Ramdass	Border	ASR	ASR
491	Rampura	West	BTI	BTI
492	Ramuwala	West	BTI	FDK
493	Rana	West	BTI	MKT
494	Randhawa	South	Patiala	PTA
495	Rangar Nangal	Border	ASR	GDSP
496	Rangan/Mullowal	South	Patiala	BNL
497	Ranjit Avenue, ASR	Border	ASR	ASR
498	Ranjit Bagh	Border	ASR	GDSP
499	Rao Kalan	West	BTI	FDK
500	Rasulpur	Central	LDH	LDH S/U
501	Ratta Tibba	West	BTI	MKT
502	Rode	West	BTI	FDK
503	Rohar Jagir	South	Patiala	PTA
504	Roomi	Central	LDH	LDH S/U
505	Rupana	West	BTI	MKT
506	Rupewali	North	JLD	KPT
507	Rurka Kalan	North	JLD	NWSR
508	Rurki Kalan/Lasoi	South	Patiala	BNL
509	S&SC Jalandhar	North	JLD	JLD
510	Sabraon	Border	ASR	TTN
511	Sadhu Ashram	North	JLD	HSP
512	Sahnewal	Central	LDH	LDH City
513	Saidpur	Border	ASR	TTN
514	Saila Khurd	North	JLD	HSP



Sr. No.	Name of 66 kV Substation	Zone	P&M Circle	Op Circle
515	Samalsar	West	BTI	FDK
516	Samana	South	Patiala	PTA
517	Samgoli	South	Patiala	MOH
518	Samundgarh	South	Patiala	PTA
519	Sandhwan	West	BTI	FDK
520	Sandour/Kalayan	South	Patiala	BNL
521	Sangat	West	BTI	BTI
522	Sangha	West	BTI	BTI
523	Sangna	Border	ASR	ASR
524	Sanguana Basti	West	BTI	BTI
525	Sanour	South	Patiala	PTA
526	Sarai Amanat Khan	Border	ASR	TTN
527	Sarai Banjara	South	Patiala	PTA
528	Sarawan	West	BTI	FDK
529	Sardulgarh	West	BTI	BTI
530	Sarhali Kalan	Border	ASR	TTN
531	Sarhali Khurd (Lahuke)	Border	ASR	TTN
532	Saroya	North	JLD	NWSR
533	Sathiala	Border	ASR	TTN
534	Shahjada Kalan	Border	ASR	GDSP
535	Shahkot	North	JLD	KPT
536	Shahpur Goraya	Border	ASR	GDSP
537	Shahpur Jajjan	Border	ASR	GDSP
538	Shahpurkandi	Border	ASR	GDSP
539	Shakti Vihar	South	Patiala	PTA
540	Sham Chaurasi	North	JLD	HSP
541	Shamashpur	Central	LDH	KHN
542	Shankar	North	JLD	KPT
543	Shatrana	South	Patiala	PTA
544	Shekhuwas	South	Patiala	SNG
545	Sheron	South	Patiala	SNG
546	Sherpur/F.P-I	Central	LDH	LDH City
547	Sidhwan Bet	Central	LDH	LDH S/U
548	Sihar	Central	LDH	LDH S/U
549	Sikhwala	West	BTI	MKT
550	Sirhind	Central	LDH	KHN
551	Sirhind Rd.Patiala	South	Patiala	PTA
552	Sudhar	Central	LDH	LDH S/U
553	Sujanpur	Border	ASR	GDSP
554	Sukhanand	West	BTI	BTI
555	Sukhanwala	West	BTI	FDK
556	Sukhna Ablu	West	BTI	MKT
557	Sukhpura	South	Patiala	BNL
558	Sular Gharat	South	Patiala	SNG



Sr. No.	Name of 66 kV Substation	Zone	P&M Circle	Op Circle
559	Sunam	South	Patiala	SNG
560	Sur Singh Wala	Border	ASR	TTN
561	Surajpur	South	Patiala	PTA
562	Tahlian	West	BTI	BTI
563	Tallewal	South	Patiala	BNL
564	Talwandi Choudharian	North	JLD	KPT
565	Talwandi Madho	North	JLD	KPT
566	Talwandi Sabo	West	BTI	BTI
567	Talwara	North	JLD	HSP
568	Tanda Badha	Central	LDH	KHN
569	Tanda Rd.Jallandhar	North	JLD	JLD
570	Tapa	South	Patiala	BNL
571	Taragarh	Border	ASR	GDSP
572	Tarn Taran F.P	Border	ASR	TTN
573	Tarsika	Border	ASR	ASR
574	Tharaj	West	BTI	BTI
575	Tharajwala	West	BTI	MKT
576	Thatha Sahib	West	BTI	FZR
577	Theh Qlander	West	BTI	MKT
578	Thikriwala	South	Patiala	BNL
579	Thuliwal	South	Patiala	BNL
580	Tibbri Cantt.	Border	ASR	GDSP
581	Tohra	Central	LDH	KHN
582	Toot	Border	ASR	TTN
583	Transport Nagar	Central	LDH	LDH City
584	Tulewal	South	Patiala	PTA
585	TV Centre Jalandar	North	JLD	JLD
586	Ubhewal	South	Patiala	SNG
587	Udhanwal	Border	ASR	GDSP
588	Udho Nangal (Mehta Chowk)	Border	ASR	TTN
589	Udhoke	Border	ASR	ASR
590	Urban Estate Dugri	Central	LDH	LDH City
591	Urban Estate,Patiala	South	Patiala	PTA
592	Wadala Viram	Border	ASR	ASR
593	Wan (Tara Singh)	Border	ASR	TTN
594	Zaula Khurd	South	Patiala	MOH
595	Zira	West	BTI	FZR