

DRAFT REQUEST FOR PROPOSAL



**For Setting up of Paddy Straw/stubble-based, Biomass Power Project of 200 MW,
(9.9 MW to 25MW Capacity)
On Build, Own & Operate (BOO) Basis in the Haryana**

RfP No. HAREDA/2026-27/01 Draft

ISSUED BY



**HARYANA RENEWABLE ENERGY DEVELOPMENT AGENCY (HAREDA)
(DEPARTMENT OF NEW & RENEWABLE ENERGY, HARYANA)**

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3. The issue of this RfP does not imply that HAREDA is bound to select Bidder(s) or to appoint the Developer, as the case may be, for the Project and HAREDA reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever and without any liability.
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8. Each applicant and/ or their advisors may desire or require in reaching decisions as to their involvement to develop project of HAREDA on BOO basis. Each Applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RfP and obtain independent advice from appropriate sources. Applicants should form their own views as to what Information provided herein or separately is relevant to any decisions that they make and should make their own independent investigations in relation to any additional information that they may require.
9. The Information contained in this RfP or any other Information which may be provided to an applicant is subject to change without notice. Further, it should not be assumed that there shall be no deviation or change in any Information provided. HAREDA may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the Information. This RfP is not an agreement and is neither an offer nor invitation to the prospective bidders or any other person. The purpose of this RfP is to set the terms for the selection process and to provide Bidders with information that may be useful to them in preparation and submission of their Bids.
10. The bidder shall bear all its costs associated with or relating to the preparation and submission of its bid, including but not limited to preparation, copying, postage, delivery fees or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and the authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation of submission of the bid, regardless of the conduct or the outcome of the bidding process.
11. HAREDA reserve the right for allocation of the number of sites to each Biomass Power developer (BPD) based on the technical capability & financial strength of the BPD. HAREDA reserves the right to accept or reject any or all proposals without giving any reasons. HAREDA and its representatives will not entertain any claim for expenses whatsoever.

Place: Panchkula

Date : .04.2026

HARYANA RENEWABLE ENERGY DEVELOPMENT AGENCY (HAREDA)

(DEPARTMENT OF NEW & RENEWABLE ENERGY, HARYANA)

Akshay Urja Bhawan, Sector-17, Panchkula

PHONE: 0172-2585733, 2585433 Fax No.0172-2564433

Email: hareda@chd.nic.in Website: www. hareda.gov.in

REQUEST FOR PROPOSAL (RfP)

Proposals are invited for setting up total of 200 MW (9.9 MW to 25MW each) Paddy Straw/stubble-based, Biomass Power Project of 9.9 MW to 25 MW each capacity on “Build, Own & Operate” (BOO) basis in Haryana State through e-Tendering Process in a bid system i.e. Technical Bid and Financial Bid:-

Sr. No.	Description	Particulars
1.	Document Description	RfP Document for Setting up of Paddy Straw/stubble-based, Biomass Power Project of a total of 200 MW(9.9 MW to 25 MW each) capacity on “Build, Own & Operate” (BOO) basis in Haryana State
2.	RfP No. & date	_____
3.	Purchase & Downloading of tender documents Cost of Tender documents (Non-refundable)	From the Portal: https://etenders.hry.nic.in . From 5:00 pm on _____ (zero date)
4.	Cost of RfP Document+e-service fee (non-refundable)	Rs. 10000/- + Rs 1000 Plus 18% GST or as applicable
5.	Processing Fee (non-refundable)	Rs. 25,000/-per MW plus 18% GST or as applicable
6.	EMD	Earnest Money @ Rs. 5 Lakh/ MW is to be submitted in the form of Bank Guarantee payable at Panchkula/ Chandigarh along with the response to RfP.
7.	End date for receiving request for clarifications	_____ (Eleven days from zero date)
8.	Pre-RfP Meeting	Date 22-04-2026 Time 11:00 hrs
9.	Last Date & Time for a. Online submission of response to RfP. b. All documents, as specified in the tender document, shall be submitted in physical form in the office of the Tender Issuing Authority, Panchkula. c. Submission of Pass Phrase	Date _____ Time 15:00 hrs Date _____ Time 15:00 hrs Before Tender Opening Event (TOE)
10.	Technical Bid Opening	Date _____ Time 11:00 hrs
11.	Intimation to technically qualified bidders	Date _____
12.	Financial Bid Opening	Date _____ Time 11:00 hrs
13.	Committee Negotiations	Date _____ Time 11:00 hrs
14.	Letter of Intent (LOI)	After Approval of HERC
15.	Signing of PPA	After Approval of HERC

Sr. No.	Description	Particulars
16.	Bid Validity Period	180 days after submission of Bid
17.	Base fixed Price for the entire useful life of the project on which discount in percentage(%) is to be offered. Variable cost (Fuel cost component) shall vary (escalation of 2.93% per year) as per HERC Tariff order dated 26-03-2025	Rs. 2.74/ KWh (Fixed cost for Air cooled +TG) 100% Paddy straw Rs. 2.73/ KWh (Fixed Cost for Air cooled+ AFBC) 100% Paddy straw Rs. 2.59/ KWh (Fixed Cost for water cooled + TG) 100% Paddy straw Rs. 2.58/ KWh (Fixed Cost for Water cooled + AFBC) 100% Paddy straw
18.	Designation, Address and other details (For submission of Response to RfP)	STATE HARYANA RENEWABLE ENERGY DEVELOPMENT AGENCY (HAREDA) (DEPARTMENT OF NEW & RENEWABLE ENERGY, HARYANA) Akshay Urja Bhawan, Sector-17, Panchkula
19.	Details of persons to be contacted in case of any assistance required	1. Sh. Vishal Bhatnagar : Ph no.:9888732480 2. Sh. Sunit Kumar: Ph no.:9355161911

The Payment for Tender Document Fee and e-Service Fee can be made by eligible bidders/ Project Developers online directly through Debit Cards & Internet Banking Accounts. The Payment for Processing Fees can be made online directly through RTGS / NEFT, and the bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day.

Bank Details of HAREDA are as follows:

Account Name: _____
Name of Bank : _____
Bank Account No.: _____
IFSC Code : _____
GST NO.: _____
PAN: _____

Prospective bidders are requested to remain updated for any amendments/modifications etc. to DNIT document conditions, on the above-mentioned website. No separate notifications will be given for such amendments/modifications in the print media (press).

Director , HAREDA reserves the right to accept or reject any or all proposals without assigning any reason thereof.

Director, HAREDA

Important Notes:

- 1) The bidders have to complete the '**Bid Preparation & Submission**' stage on the scheduled time as mentioned above. If any bidder failed to complete his/her aforesaid stage in the stipulated online schedule for this stage, his/her bid status will be considered as '**bids not submitted**'.
- 2) Bidder must confirm & check his/her bid status after completion of all their activities for e-bidding.
- 3) Bidder can rework on his/her bids even after completion of 'Bid Preparation & submission stage' (Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Bidder Stage (Timings mentioned in Key Dates).

Instructions to Bidders on Electronic Tendering System

These conditions will overrule the conditions Stated in the tender documents, wherever relevant and applicable.

1. Registration of bidders on e-tenders Portal:-

All the bidders intending to participate in the tenders processed online are required to get registered on the centralised e-tenders Portal i.e. <https://etenders.hry.nic.in> Please visit the website for more details.

2. Obtaining a Digital Certificate:

2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://etenders.hry.nic.in>.

2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from <https://e-tenders.hry.nic.in>

2.4 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during of bid preparation stage. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to **keep certificate** at safe place under proper security (for its use in case of emergencies).

2.5 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

2.6 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

2.7 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3. Opening of an Electronic Payment Account:

For purchasing the tender documents online, bidders are required to pay the tender documents fees online using the electronic payments gateway service shall be integrated with the system. For online **payments guidelines**, please refer to the Home page of the e-tendering Portal <https://etenders.hry.nic.in>.

4. Pre-requisites for online bidding:

In order to bid online on the portal <https://etenders.hry.nic.in>, the user machine must be updated with the latest Java & DC setup. The link for downloading latest java applet & DC setup are available on the Home page of the e-tendering Portal.

5. Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal etenders system on the Home Page at <https://etenders.hry.nic.in>

6. Download of Tender Documents:

The tender documents can be downloaded from the etenders portal <https://etenders.hry.nic.in>

7. Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

8. Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee, eService fee, EMD fees of online Bids:

8.1 The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT.

The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

8.2 The bidders shall **upload** their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions except the rates (price bid).

The bidders shall **quote** the prices in price bid format.

NOTE:-

- (A) If the bidder fails to complete the Online Bid Preparation & Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted, and hence not appear during tender opening stage.**
- (B) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in> .**
- (C) For help manual please refer to the 'Home Page' of the eProcurement website at <https://etenders.hry.nic.in> , and click on the available link 'How to .. ?' to download the file.**

Guideline for Online Payments in e-tendering

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in. On the respective Department's page in the e-tendering portal, the Bidder would have following options to make payment for tender document & EMD:

- A. Debit Card
- B. Net Banking
- C. RTGS/NEFT

Operative Procedures for Bidder Payments

A. Debit Card

The procedure for paying through Debit Card will be as follows.

- (i) Bidder selects Debit Card option in etenders portal.
- (ii) The e-tenders portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- (iii) Bidder clicks on "Continue" button
- (iv) The e-tenders portal takes the bidder to Debit Card payment gateway screen.
- (v) Bidder enters card credentials and confirms payment
- (vi) The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to etenders portal.
- (vii) The page is automatically routed back to etenders portal
- (viii) The status of the payment is displayed as "successful" in etenders portal. The e-tenders portal also generates a receipt for all successful transactions. The bidder can take a print out of the same,
- (ix) The e-tenders portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

B. Net Banking

The procedure for paying through Net Banking will be as follows.

- (i) Bidder selects Net Banking option in etenders portal.
 - (ii) The e-tenders portal displays the amount to be paid by bidder.
 - (iii) Bidder clicks on "Continue" button.
 - (iv) The e-tenders portal takes the bidder to Net Banking payment gateway screen displaying list of Banks
 - (v) Bidder chooses his / her Bank
 - (vi) The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank
 - (vii) Bidder enters his account credentials and confirms payment
 - (viii) The Bank verifies the credentials and confirms with "successful" or "failure" message to the Net Banking gateway which is confirmed back to etenders portal.
 - (ix) The page is automatically routed back to e-tenders portal
 - (x) The status of the payment is displayed as "successful" in etenders portal.
- The e-tenders portal also generates a receipt for all successful transactions. The

bidder can take a print out of the same.

- (xi) The e-tenders portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

C. RTGS/ NEFT

The bidder shall have the option to make the EMD payment via RTGS/ NEFT. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

- i. Bidder shall log into the client e-tenders portal using user id and password as per existing process and selects the RTGS/NEFT payment option.
- ii. Upon doing so, the e-tenders portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.
- iii. Each challan shall therefore include the following details that will be pre-populated:
 - Beneficiary account no: (unique alphanumeric code for e-tendering)
 - Beneficiary IFSC Code:
 - Amount:
 - Beneficiary bank branch:
 - Beneficiary name:
- iv. The Bidder shall be required to take a print of this challan and make the RTGS/ NEFT on the basis of the details printed on the challan.
- v. The bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.
- vi. Post making the payment, the bidder would login to the eTendering portal and go to the payment page. On clicking the RTGS / NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

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INTRODUCTION

1.1. About HAREDA

Haryana Renewable Energy Development Agency (HAREDA) is the State Nodal Agency for the promotion & development of NEW & Renewable Energy Projects in the State of Haryana. HAREDA has also been designated as the State Agency for granting accreditation to RE projects opting for Renewable Energy Certificate (REC) mechanism in the State of Haryana under the notification of the Haryana State Electricity Regulatory Commission (HERC) in accordance with the REC Regulations of Central Electricity Regulation Commission (CERC). Haryana Renewable Energy Development Agency (HAREDA) is propagating the objectives of New and renewable sources of energy policies in the State of Haryana, including promotion of Biomass/Agro-waste based power projects. HAREDA has undertaken various programmes for the promotion and popularization of these sources. Comprehensive studies undertaken by HAREDA have led to the identification of various potential sources of energy. Within a short span, HAREDA has made headway in the following fields:

- Power generation from Solar
- Rooftop Solar Photovoltaic Systems
- Power generation from Small Hydro
- Power generation from Biomass Energy
- Power generation from Industrial Waste
- Biomass Gasification Systems
- Biogas Plants
- Solar Thermal Systems – Solar Water Heating and Solar Cookers including Concentrated Solar Technologies(CST)
- Energy Conservation

So far, renewable energy projects of 523 MW have been set up in the State. The National Green Tribunal (NGT) has directed the State Governments to promote power generation as one of the options for effective disposal of paddy straw.

1.2. Objective

HAREDA intends to utilize the available paddy straw/stubble of the State to promote the usage of these agri-residues for power generation and for the mitigation of environmental pollution. Therefore, this RfP is floated to invite the Biomass Project Developers (BPD), for setting up biomass power generation projects of 9.9 MW – 25 MW capacity purely on Paddy Straw/stubble-based, on a “Build, Own & Operate” (BOO) basis in 13 selected districts of Haryana State.

1.3. Haryana Potential and Policy

Haryana situated in North West India, in close vicinity of the National Capital Region, is one of the most developed State and ranks among the top most States with highest per capita income and development index including infrastructure such as highways, Rail, Power, Education, Telecommunication, etc. Haryana is the first State to have achieved 100% electrification way back in 1970s. Haryana offers an attractive package of incentives both financial and fiscal along with an investment friendly climate with peaceful and safe environment.

Haryana is primarily an agrarian State. Haryana has surplus biomass availability of 8416 thousand tons which has tremendous potential for utilization of the residues of these crops to generate electricity/biogas/ bio-CNG/bio-manure/bio-fuels etc. The State has potential to generate about 1000 MW of power or 11.5 lac ton of bio-CNG.

The need to promote these projects has been further necessitated due to the aggravated environmental issues because of burning of crop residues in fields.

Burning of paddy straw (stubble) in fields in the northern states is causing harmful impacts on the environment. Therefore, the State Government wants to encourage the setting up of paddy straw/stubble-based power projects. Haryana has about 3931 thousand hectares of area under paddy cultivation, which produces about 4421 thousand MT of biomass from which approximately 340 MW of biomass power can be generated. Paddy straw has an approximate calorific value of 3000 kcal per kg.

Haryana is an agriculturally rich State with an abundance of crop residues and processing residues available for generation of productive energy both for captive industrial use and for grid supply. Biomass can be produced from crop residues, agro industries residues, waste from barren un-cultivable land and forest. The biomass quantity is linked to the crop produce. Paddy crop generates paddy straw as direct crop residues and rice husk as the agro industry residues.

A large quantity of Biomass is generated during agricultural operations. Out of which, some biomass is used for various activities in the rural sector and some biomass forms like paddy and wheat straw etc. is burnt in the field by the farmers which is leading to environmental pollution. This surplus form of biomass can be used for power generation. In this context, it is necessary that the assessment of biomass availability is made taking into account of the present usages in the existing traditional practices and socially essential needs such as fodder, domestic fuel, thatching and manure.

To have the actual data of biomass, HAREDA has conducted biomass assessment study at block level in Haryana. The objectives of this study was identification of Biomass source in the block and assessment of their availability in terms of quality and quantity, estimation of quantum of biomass consumed for various activities in the block, estimation of surplus biomass available after accounting for present utilization, ascertaining biomass availability, season and mode of procurement, storage etc. & potential of power generation from the surplus biomass.

To promote biomass-to-energy projects in the State, the State Government has notified the Haryana Bio-Energy Policy, 2018 vide notification no. 19/06/2018-5P dated 09.03.2018. All benefits available under various policies, such as the Bio-Energy Policy, 2018, the Haryana Enterprises & Employment Policy (HEEP), 2020, the Industries & Commerce Department MSME Policy, as well as incentives of the Ministry of New and Renewable Energy (MNRE), as applicable, may be availed by the Independent Power Producers (IPPs).

As per Regulation 10 of the Haryana Electricity Regulatory Commission (Term and Conditions for determination of Tariff from Renewable Energy Sources, Renewable Purchase Obligation and Renewable Energy Certificate) Regulations, 2025 State as below –

Despatch principles for electricity generated from Renewable Energy Sources –

As per HERC Notification dated 28-010-2025, All Renewable Energy Power Plants except for Biomass Power Plants of installed capacity 9.9 MW and above shall be treated as “MUST RUN” Power Plants. Further, 100 % Paddy Straw based Power Plants even with the installed capacity 9.9 MW and above, shall be treated as ‘MUST RUN’ power plants. However, all biomass generators with installed capacity of 9.9 MW and above, shall be subjected to scheduling and dispatch principle, as specified under Haryana Grid Code and other relevant regulations including amendments thereto.

Accordingly, considering the biomass projects shall be 100% Paddy Straw based capacity greater than 9.9 MW shall also be treated as Must Run.

As per Regulation 67 of the Haryana Electricity Regulatory Commission (Term and Conditions for determination of Tariff from Renewable Energy Sources, Renewable Purchase Obligation and Renewable Energy Certificate) Regulations, 2025. Cost of Evacuation System. – The State transmission utility or the Transmission/Distribution Licensee shall bear the cost of Extra High Voltage (EHV)/ High Voltage (HV) transmission line up to a distance of 10 km. from the inter-connection point. In case the distance between the inter connection,

point and point of grid connectivity is more than 10 KMs then the cost of transmission line for the distance beyond the 10 shall be borne equally between the Independent Power Producer and the licensee. However, for canal based solar power projects, the transmission lines shall be provided by the utilities, free of cost, irrespective of the distance of the project from the substation, subject to the conditions that the solar power is generated and utilized within the State of Haryana and is counted towards RPO of the Distribution Licensee (s). Transmission/Distribution Licensee shall bear the cost of Extra High Voltage (EHV)/ High Voltage (HV) transmission line up to a distance of 10 km and shared cost after 10KM, only in the case where the power is to be supplied to DISCOMs.. under approved PPA. RE Power producers installed by Independent Power Producers (IPP) for merchant sale or captive consumption, should bear the cost themselves. It is further clarified that the terms & conditions for cost of evacuation of power in respect of PPA entered into by DISCOMs../HPPC with RE Power Producers under competitive bidding, shall be governed by the terms of such PPA. The cost of any augmentation required beyond the interconnection point in the grid system of the Transmission/Distribution Licensee (s) shall also be borne by the Transmission/Distribution Licensee concerned. Further, the power utilities concerned, on being informed about the Scheduled Commissioning Date (SCOD), shall complete the evacuation system well in time.

The Agriculture & Farmers Welfare Department, Haryana also provides upto 50% financial assistance to farmers for various implements used for biomass collection such as straw baler, reaper, binder etc.

As per the revised National Tariff Policy 2016, power from all the renewable energy projects, except waste to energy, is to be procured through competitive bidding.

1.4. Invitation of Proposal

Haryana Government, therefore, invites proposals from Biomass Project Developers for setting up of biomass power generation project of 10.MW to 25MW capacity purely Paddy Straw/stubble based, on "Build, Own & Operate" (BOO) basis in the 13 selected districts of Haryana State.

1.4.1. The estimated availability of paddy straw and power generation potential in the 13 selected districts of Haryana is as under:-

S.No.	District	Area in Acre	Net Surplus Biomass (MT)	Power generation Potential (in MW)	Districts where Plants proposed to be Commissioned
A	B	C	D	E	F
1	Ambala	245836	329464	25	Ambala
2	Bhiwani	71141	83154	6	
3	Charkhidadri	20477	19318	1	
4	Faridabad	18076	13204	1	
5	Fatehabad	361375	363248	28	Fatehabad
6	Gurugram	4365	1750	0	
7	Hissar	232724	292778	23	Hissar
8	Jhajjar	132377	185342	14	Jhajjar
9	Jind	356843	505974	39	Jind
10	Kaithal	433487	422186	32	Kaithal
11	Karnal	469207	283760	22	Karnal

12	Kurukshetra	316189	261444	20	Kurukshetra
13	Mahendergarh	17	8	0	
14	Mewat	9459	8946	1	
15	Palwal	74476	86000	7	
16	Panchkula	44339	43050	3	
17	Panipat	130978	175308	13	Panipat
18	Rewari	5378	4866	0	
19	Rohtak	161633	227186	17	Rohtak
20	Sirsa	370327	451994	35	Sirsa
21	Sonipat	216771	310812	24	Sonipat
22	Yamunanagar	255579	351908	27	Yamunanagar
	Total	3931054	4421700		

Note: Bidders must ensure, at their own end, the availability of sufficient biomass for their project before participating in the bidding or tendering process.

13 selected districts where plants proposed to be commissioned in Haryana is as under:-

S.No.	District	Area in Acre	Net Surplus Biomass (MT)	Power generation Potential (in MW)	Districts where Plants proposed to be Commissioned
1	Ambala	245836	164732	25	Ambala
2	Fatehabad	361375	181624	28	Fatehabad
3	Hissar	232724	146389	23	Hisar
4	Jhajjar	132377	92671	14	Jhajjar
5	Jind	356843	252987	39	Jind
6	Kaithal	433487	211093	32	Kaithal
7	Karnal	469207	141880	22	Karnal
8	Kurukshetra	316189	130722	20	Kurukshetra
9	Panipat	130978	87654	13	Panipat
10	Rohtak	161633	113593	17	Rohtak
11	Sirsa	370327	225997	35	Sirsa
12	Sonipat	216771	155406	24	Sonipat
13	Yamunanagar	255579	175954	27	Yamunanagar
	Total	3683326	2080702	319	

1.4.2. The project developers are advised to ascertain and ensure at their own, the availability of biomass at the project location as offered by HAREDA. HAREDA/State Government will not be responsible for any variations in the availability of biomass at any stage.

Note: No other Biomass/fossil fuel will be allowed to be used in the project.

1.4.3. Accordingly, HAREDA invites online proposals from Biomass Project Developers (BPDs), along with a Project Feasibility Report (PFR) for setting up biomass power generation projects of 9.9 MW to 25MW capacity purely based on Paddy Straw/stubble, on "Build, Own & Operate" (BOO) basis in Haryana State per the following terms & conditions:

1.5. Technology

The project will be set up as per MNRE approved guidelines the proven latest designed Boiler with Rankine Cycle (Turbine + Boiler) Technology, having air-cooled condensers and as defined in Haryana Bio Energy Policy-2018.

1.6. Eligible Projects

- 1.6.1. The Projects to be selected under this tender for aggregate capacity of 200 MW to be installed as per 1.4.1 Table in the State of Haryana with maximum capacity not to be less than 9.9 MW to maximum 25 MW from single power developer for each location. Only commercially established and operational technologies can be used, to minimize the technology risk and to achieve the timely commissioning of the Projects.

1.7. Tariff

- 1.7.1. The tariff for the projects set up under the DNIT shall be as per the tariff structure determined & notified by HERC under RE Regulations dated 26-03-2025, will be fixed for the entire life time of the project and discount to be offered on fixed price as per the category of different technologies.

Base fixed Price for the entire useful life of the project on which discount in percentage(%) is to be offered. Variable cost (Fuel cost component) shall vary (escalation of 2.93% per year) as per HERC Tariff order dated 26-03-2025. Bidder will get generic fuel cost determine by the HERC on year to year basis.	Rs. 2.74/ KWh (Fixed cost for Air cooled +TG) 100% Paddy straw
	Rs. 2.73/ KWh (Fixed Cost for Air cooled+ AFBC) 100% Paddy straw
	Rs. 2.59/ KWh (Fixed Cost for water cooled + TG) 100% Paddy straw
	Rs. 2.58/ KWh (Fixed Cost for Water cooled + AFBC) 100% Paddy straw

- 1.7.2. The Tariff period, first year tariff & further year to year tariff, shall be as defined under HERC RE Regulations, HERC/53/2021 under Regulation 5(1) & 5(2). Relevant Regulations 5(1) & 5(2) are reproduced as under:

Tariff Period. –

- (1) *The Tariff Period for Renewable Energy power projects shall generally correspond to their respective project life or as may be agreed upon in the PPA.*
 - (2) *Tariff period under these Regulations is for Renewable Energy Power Plants with entirely new plant and machinery. The first year tariff shall be applicable from the CoD of the project and shall continue for 12 months from the CoD and thereafter the tariff for the second year shall be applicable on year to year basis i.e. for first 12 months from CoD, first year tariff shall be applicable, then for next twelve months second year tariff shall be applicable and so on and each period of such 12 months shall be termed as the tariff year. In firm power injected prior to the COD of the plant shall be payable to the firm at the same tariff rates applicable for the first year. The power exported in any financial year shall not exceed 100% of the average Plant Load Factor (PLF) achieved during that year*
- 1.7.3. Further, the tariff for sale of power from the project under this bidding process will be on the basis of discount offered by the bidder, in percentage term on the yearly applicable tariff approved/notified for the same by the HERC for the year in the control period of the Regulations in vogue, in which the project is commissioned.

The maximum discount on the applicable fixed tariff, as determined by the Haryana Electricity Regulatory Commission vide order dated 26.03.2025, shall be applicable for the entire life of the project.

Illustration for calculation of Tariff through bidding:

Hon'ble HERC has determined the tariff for FY 2024-25 for Biomass based projects vide order dated 26.03.2025 comprising of levelized fixed cost for the entire useful life of the projects and fuel cost for the FY 2025-25 for various technologies of biomass, considering the escalation factor of 2.93% over the O&M cost determined for FY202-24. As per this order, the tariff for 2024-25 for Biomass fired (Air cooled, Travelling grate, 100% Paddy straw fired) is Rs 7.75 per unit. The Fuel Cost component is 5.01 Rs/ kWh and the levelized fixed cost is 2.74 Rs/kWh. If the COD of the project falls in the year 2024-25 & discount offered by the bidder is 10% on the fixed cost, The Total Tariff for the FY 2024-25 shall be $5.01+2.74*0.9= 7.476$ Rs/ kWh. With an escalation factor of 2.93 % in the O&M cost the second-year tariff shall be $5.01*1.0293+2.74*0.9=7.622$ Rs/kWh, and so on. The bidder which offers the maximum discount on the fixed cost as applicable in the State at the time of submission of bid shall be declared as the successful bidder. However, the fixed cost applicable for the project shall be the levelized tariff determined by Hon'ble HERC for the year in which the project is commissioned. This fixed cost shall be applicable for the life of the project. The variable cost shall be as determined on a year-to-year basis so that the fuel cost remains aligned to the prevailing market conditions. The discount offered will apply for the life of Project.

Further, in accordance with Regulation 39 of the Haryana Electricity Regulatory Commission (Term and Conditions for determination of Tariff from Renewable Energy Sources, Renewable Purchase Obligation and Renewable Energy Certificate) Regulations, 2025 in order to gainfully utilize and thereby prevent burning of paddy straw / stubble in the farms, the Commission would endeavor to promote use of the same in the power projects. HAREDA may provide the relevant data collected from the field on a half yearly basis for consideration of the Commission. However, the details of usage of paddy straw / stubble shall be certified by the IPPs and verified by HPPC based on the data emanating from the local authorities concerned

- 1.7.4. The bids received shall be evaluated by HAREDA & the bidder with maximum percentage of discount offered on the applicable tariff will be selected for allocation of the project. In case, two firms quote same percentage of discount, the selection of firm shall be done, on the basis of higher net worth or on the basis of negotiation on discount percentage offered on tariff, by the High-Powered Committee constituted in the Haryana Bio Energy Policy,2018.The second highest bidder will be placed on waiting list and in case the highest bidder fails to implement the project as per the schedule, the project may be allotted to the second highest bidder.
- 1.7.5. **Allocation of Capacity in Case of Multiple Bids in a Single District:** If more than one bid is received for the same district, preference shall be given to the L1 Bidder, who shall be allocated the capacity they have applied for the remaining capacity in the district may be offered to the next eligible Bidder(s) (L2, L3, etc.) in the order of their ranking, provided they agree to match the tariff quoted by the L1 Bidder. In case a lower-ranked Bidder does not agree to match the L1 tariff, the capacity shall be offered to the next eligible Bidder who agrees to match the L1 rate, until the full district capacity is allocated. This process ensures priority to the lowest-cost Bidder while enabling full utilization of the available district capacity at a uniform tariff.
- 1.7.6. Therefore, the prospective bidders are required to offer their maximum discount in percentage term on the HERC fixed tariff. They should make suitable assumptions and estimations to arrive at such a projected tariff on their own depending on the projected year of commissioning of their project.

- 1.7.7. Successful bidder shall not be required to file a petition under section 62 for determination of project specific tariff by the Hon'ble HERC instead the generic order as applicable in the State shall be applicable. The discount offered by the bidder shall be applicable on such generic tariff as applicable in the State. DISCOMs.. / HPPC will sign PPA based on the said generic tariff as determined by Hon'ble HERC for the year in the control period of the Regulations in vogue, in which the project is commissioned.
- 1.7.8. A draft of the PPA to be signed between the project developer and Haryana Power Purchase Centre is enclosed at Annexure-F.
- 1.7.9. The Biomass/Cogeneration Power Developer shall be responsible for design, finance, procurement of land, engineering, procurement, construction, operation & maintenance of the Project and arranging the fuel under and in accordance with the provisions of the PPA to be entered into between the Biomass/Cogeneration Power Developer and HPPC.
- 1.7.10. The Successful Bidder shall ensure availability of entire energy in terms of the Power Purchase Agreement delivered at Delivery Point.
- 1.7.11. The successful bidders shall install its plant with new plant & machinery as per HERC RE Regulations in vogue.
- 1.7.12. Any change in law impacting cost or revenue from the business of selling electricity to the Procurer with respect to the law applicable on the date which is seven (7) days before the last date for RFP bid submission shall be adjusted separately. In case of any dispute regarding the impact of any change in law, the decision of the HERC shall apply.

1.8. Obligations of HPPC/ HAREDA:

1.8.1. Obligations of HPPC:

- a. Payment Security: As a backup arrangement for the HPPC/ Discom's payment obligation in respect of monthly bills under the agreement, the HPPC/DISCOMs.. shall also open and maintain, for the term of this Agreement, an irrevocable, revolving Letter of Credit (LC) in favour of the IPPs/Company issued by any nationalized bank as &when the HPPC/DISCOMs. are financially in a position to do so. This letter of Credit shall be open by HPPC/Discom 30 days prior to the Commercial Operation Date of the Project. Such letter of credit shall be in the form and substance acceptable to both the parties. The charges for opening the LC shall be borne by the HPPC/DISCOMs.
- b. The amount of letter of credit shall be equal to one month projected payments payable by the HPPC/Discom based on contracted annual generation on the basis of installed capacity. In case the payment is not released by HPPC/ Discom on the due date of payment, the company shall on the working day immediately after the due date of payment, the company shall on the working day immediately after the due date of payment (schedule date of operation of LC), claim payment from the concerned bank through the LC for the payment in full of the unpaid tariff invoice or any such other unpaid amount.
- c. The PPA shall be signed after getting approval from HERC. For must run status to the Biomass Power Plants, HERC regulations shall be followed.
- d. HPPC shall follow the directions issued by the State Govt. to exercise any other authority as decided by the State Govt.

1.8.2. Obligations of HAREDA:

- a. To float the RFP for biomass-based power project on behalf of HPPC
- b. To evaluate the proposals through a duly constituted inter departmental committee.
- c. To issue LOI and sign implementation agreement/MoU.
- d. To facilitate the IPP in obtaining clearances/approval from other departments.
- e. To facilitate the IPP with the approval of central financial assistance if any,
- f. To monitor the progress of approved project.
- g. To impose penalties for delay in execution of the project, if any.
- h. To exercise any other authority as directed by the State Govt.

1.9. Submission of Proposal and Selection of Biomass Project Developers (BPD):

The interested developers will submit their complete proposals to HAREDA, specifying the project area, i.e., the details of the selected 13 districts (as per table 1.4.1) where they intend to set up the plant. The technical bids shall be opened in the presence of the bidders on the specified date and time. The project proposals of only those firms meeting the eligibility criteria specified shall be taken up for detailed evaluation. The technical bids will be evaluated first and the financial bids of only technically eligible bidders shall be opened. HAREDA will further shortlist the eligible BPD on the basis of **maximum % age discount** on applicable HERC tariff for Biomass Power projects. HAREDA shall have the right to reject all price bids if the rates quoted are not aligned to the prevailing market prices or are found to be unreasonable.

1.10. Correspondence for enquiries and clarifications:

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

**The Director ,
Haryana Renewable Energy Development Agency (HAREDA),
Akshay Urja Bhawan, Sector-17, Panchkula-134109**

2. DEFINITIONS

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

2.1. Definitions

"Act" shall mean the Electricity Act, 2003 and any rules, amendments, regulations, notifications, guidelines or policies issued there under from time to time.

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

"Appropriate Commission" shall mean HERC;

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

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

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

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

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

"Biomass" means paddy Straw;

"Commission" shall mean Haryana Electricity Regulatory Commission (HERC) referred to in Section 86 of the Electricity Act 2003,

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

"CERC" shall mean Central Electricity Regulatory Commission.

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

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

"Contract Year" shall mean the period beginning from the commencement of supply of power and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that first Contract Year shall start from Commercial Operation Date of the Project and the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;

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

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

"Day": shall mean a day, if not a Business Day, the immediately succeeding Business Day.

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

"Delivery Point / Interconnection Point/ Metering Point" shall mean the point at which energy is fed/delivered into the GRID Sub-station of owned by UHBVN/DHBVN/HVPL to which the Biomass power project is connected through a dedicated transmission line. Metering shall be done at this interconnection point where power is injected into. For interconnection with grid and metering, the Successful Bidder shall abide by the relevant and applicable regulations/Grid Code notified by HERC, Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, and orders passed there under by the appropriate commission and CEA. All charges and losses relating to transmission of power from the project up to Delivery Point i.e. substation (including but not limited to open access, transmission, wheeling, Unscheduled Interchange, Scheduling, Reactive power, SLDC charges etc.) as notified by the competent authority /HERC shall be borne by the Seller.

"Electricity" shall mean the Electrical Energy in kilowatt-hours.

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

"Effective Date" shall mean the date of execution of Power Purchase Agreement (PPA) between Successful Bidder and HPPC;

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

"Financial Closure" means as mentioned in Clause 3.10 of this RfP document.

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

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

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

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

"Letter of Intent" or "LOI" shall mean the letter issued by Haryana Renewable Development Agency (HAREDA) to the Selected Bidder for selection of the Project after approval of HERC.

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

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

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

“Non bagasse fuel based co-generation” means the process in which more than one form of energy (such as steam and electricity) are produced in a sequential manner by use of biomass.

“Paid-up share capital” shall mean such aggregate amount of money credited as paid-up as is equivalent to the amount received as paid up in respect of shares issued and also includes any amount credited as paid up in respect of shares of the company but does not include any other amount received in respect of such shares, by whatever name called;

Paid-up share capital includes:

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

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

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

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

“Project” shall mean a Paddy Straw fuel based cogeneration Power Project to be established by the successful bidder at single location, and shall include land, buildings, plant, machinery, ancillary equipment, material, switch-gear, transformers, protection equipment, bay(s) for transmission system in the switchyard dedicated transmission line up to the Delivery Point i.e. Substation and all the other assets and the materials necessary to deliver the Electricity generated by the Project to HPPC.

“Project Developer” or “Developer” The Successful Bidder(s), as the case may be, who submits the Performance Bank Guarantee and executes the PPA with HPPC and who shall be responsible for developing the project and supplying power from grid connected Paddy Straw fuel based power projects to HPPC for the term of the PPA as per terms and conditions specified therein.

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

“RfP Document” shall mean the bidding document issued by HAREDA including all attachments, clarifications and amendments thereof.

“SCOD” or “Scheduled Commercial Operation Date” shall mean the date as declared by successful bidder in the PPA which shall not exceed twenty four (24) months from the effective date of Seller-HPPC PPA.

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

“Selected Bidder or Successful Bidder” shall mean the Bidder selected pursuant to RfP No. _____ dated _____ and to whom LOI is issued by HAREDA for the Project to supply electrical energy as per the terms of PPA, upon the PPA being approved and tariff being adopted by HERC.

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

“Biomass Power Project” The project that uses new plant and machinery, is

based on Rankine cycle technology, and does not use any fossil fuel.

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

“Nigam” or “STU or “State Transmission Utility” or “HVPNL” shall mean the Haryana Vidyut Prasaran Nigam Limited (HVPNL).

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

“Unit” shall mean one set of Biomass/Cogeneration grid interactive power plant and all the auxiliary equipment and facilities, required to constitute a Biomass/Cogeneration power project.

“Week” shall mean calendar week.

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

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

2.2. Interpretations

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

3. BID INFORMATION AND INSTRUCTIONS TO BIDDERS

3.1. Bid Process

- 3.1.1. In order to identify the Successful Bidder, HAREDA shall follow a Bidding Process comprising an **e-Tender**. Bidding will be carried out through an electronic process on the e-bidding portal <https://etenders.hry.nic.in>. Bidders are required to submit/upload their bid documents online only after logging into the above portal, simultaneously in two parts consisting of a **technical bid** and a **financial bid**
- 3.1.2. The Eligible Bidders shall participate in the **e-Tendering Process** for determination of the Successful Bidder. For conducting the e-bidding, **HAREDA** will use the e-Tender portal <https://etenders.hry.nic.in>. Bidders are required to register themselves online on the portal (if not already registered) as a Bidder/Supplier Organization and pay the applicable Registration Fee, as indicated on the portal, through the available payment gateway. Subsequently, Bidders may download the RfP and other Bidding Documents from the e-Tender portal. A Bidder who is already validly registered on the portal need not register again. Bids submitted without the cost of the RfP document, processing fee, and/or Bank Guarantee against EMD shall **not be considered**. The financial bid shall indicate

the **fixed tariff rate** quoted by the Bidder for the project capacity, which may range from **9.9 MW to 25 MW**

- 3.1.3. The interested Bidders would be able to participate in the sealed bid e-Tendering stage on the e- Tender portal after payment of Bidding-Fee (Non Refundable) of Rs.10,000/- per MW (+GST) to be paid to the Service Provider of ETS through Payment Gateway available on the portal.

3.2. Capacity Offered & Project Scope

1. Capacity Allocation

The selection of grid-connected paddy straw fuel-based power projects, with capacities ranging from 9.9 MW to 25 MW from a single developer, shall be carried out through an e-tendering process on the e-tender portal. Bidders shall be required to quote a fixed tariff rate and offer a discount on the fixed tariff rate only.

Minimum and Maximum Project Capacity:

For all projects, the minimum bid capacity shall be 9.9 MW and the maximum capacity shall be 25 MW. The bid capacity shall be quoted only in whole numbers (integral values).

2. Project Scope:

The successful bidder shall set up Paddy Straw Fuel based Power Project(s) in line with Section 3.5 and in accordance to the provisions of this RfP document. All approvals, permits and clearances required for setting up of the Project (including connectivity and land registration) and those required from State/Central Government and local bodies shall be in the scope of the successful bidder.

3. Location of Project:

The bidders are free to locate their Paddy Straw Fuel based Power Project(s) in 13 nos. Districts in Haryana (as mentioned at 1.4.1) on the land to be identified and purchased or taken on lease by the bidder. The bidder shall indicate the proposed location of the projects at the time of bid submission in Format 6.1. The successful bidder shall have option to change the Project location within District before the Financial Closure as per Clause 3.10 of RfP. However no extension of time or increase in tariff would be granted on account of change in location.

3.3. Eligibility for Project Capacity Allocation

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

- 3.3.1. Independent and multiple plants with different company but under the same parent, company and same investor should be eligible to bid.

- 3.3.1.1. A bidder may apply for multiple projects; however, the bidder must demonstrate separate financial capability for each project. This includes meeting the required criteria of turnover, net worth, and other financial requirements, as specified in the RfP.

- 3.3.2. The evaluation of bids shall be carried out as described in Section 4.

- 3.3.3. The methodology of allocation of projects is also elaborated in Section 4.

3.4. Qualification Requirements

- 3.4.1. Any Bidder, as defined under Section 2, is eligible to participate under this RfP.

- 3.4.1.1. The bidder should be either a body incorporated in India under the companies Act, 1956 or 2013 including any amendment thereto or proprietary /

partnership firm / LLP firm. A copy of certificate of incorporation shall be furnished along with bid in support of above.

- 3.4.2. The successful bidder, if being a single company, can also execute the Project through a Special Purpose Vehicle (SPV) i.e a project company, within a period of 30days from the date of issue of LOI, especially incorporated as a fully owned subsidiary company (100% subsidiary) of the successful bidder for setting up of the project which has to be registered under the Indian Companies Act, 2013, before signing of PPA. Further, the successful bidder shall ensure that its shareholding in the SPV(special purpose vehicle) / Project Company executing the PPA shall not fall below 51% (fifty-one percent) at any time prior to one (1) year from the COD, except with the prior approval of HPPC. Further, successful Bidder shall ensure that its promoters shall not transfer the Controlling Shareholding and interest or cede Control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors) of the bidding company till one (1) year from COD except with prior approval of HPPC. After expiry of 1 year from COD, any change in shareholding can be undertaken under intimation to HPPC. The Successful bidder shall also provide the information about its promoters and their shareholding to HPPC before signing of the PPA with HPPC. The Controlling Shareholding and interest and Control of the Bidding Company shall be maintained as given at the time of submission of response to RfP.
- 3.4.3. Any consortium, if selected as Successful Bidder for the purpose of supply of power to HPPC, shall incorporate a Project company / Special Purpose Vehicle(SPV), within a period of 30 days from date of issue of LOI with equity participation by the consortium members in line with Consortium Agreement (to be submitted along with the response to RfP) before signing of PPA with HPPC, i.e. the Project Company incorporated shall have the same shareholding pattern as given at the time of submission of response to RfP. The combined shareholding of the consortium members in the SPV / Project company executing the PPA, shall not fall below 51% at any time prior to one (1) year from the COD, except with the prior approval of HPPC. Further, the Successful bidder shall ensure that its promoters shall not transfer the Controlling Shareholding and interest or cede control of the consortium till 1 (one) year from the COD, except with the prior approval of HPPC. After expiry of 1 year from COD, any change in the shareholding can be undertaken under intimation to HPPC. The successful bidder shall also provide the information about its Consortium Members and their shareholding to HPPC before signing of the PPA with HPPC. As Stated hereinabove, the Shareholding pattern of members within the Consortium shall not change and shall be the same as given at the time of submission of response to RfP.
- 3.4.4. Any Foreign Bidder, if selected as successful bidder for the purpose of supply of power to HPPC, shall incorporate a subsidiary Special Purpose Vehicle (SPV) /Project Company to be registered under Indian Companies Act 2013 as its fully owned subsidiary Company (i.e. 100% subsidiary) before signing of PPA with HPPC. Further, in case a Foreign Bidder is selected as the successful bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.
- 3.4.5. The bidder should meet the following eligibility criteria as mentioned below.
- i) **Net Worth:**
- The Net-Worth of the Bidder for the last three financial year (2023-24, 2024-25 & 2025-26) shall not be less than INR 2 (Two) Crore per MW (of the capacity

quoted). The computation of Net Worth shall be based on unconsolidated audited annual accounts of the bidder.

- ii) Bidders shall have to furnish a Certificate from a practicing and certified Chartered Accountant, certifying the Net worth per MW of quoted capacity as on 31.03.2026. For avoidance of doubt, "net worth" shall be as defined in Section 2(57) of the Companies Act 2013 means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account and debit or credit balance or profit or loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
- iii) In the case of a Consortium or newly formed SPV, the Net-worth to be considered for the above purpose will be the cumulative Net-worth of the bidding company or consortium together with the net-worth of those Affiliates of the bidder(s) that undertake to contribute the required equity funding and Performance Bank Guarantee in case the bidder(s) fail to do so in accordance with the RfP.
- iv) Pursuant to evaluation of Net-worth Criteria as part of technical bid, if it is found by HPPC that the Bidder is eligible for lesser quantum than the quantum for which bid has been submitted, then the Bidder shall be qualified for such lesser quantum, provided that such quantum is not less than minimum bid capacity as specified under section 3.2.2.
- v) For meeting the above financial eligibility criteria, if data is provided by the Bidder in USD, equivalent rupees of Net-worth and other financial parameters will be calculated by Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of accounts for the respective financial year.
- vi) Any Bidder should have had experience of implemented and operating a biomass project of installed capacity of not less than 9.9 MW, (As per MNRE Guidelines).

3.4.6. Liquidity: In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder must have at least one of the following parameters:

A minimum annual turnover of **Rs.5 Crore/MW** of the quoted capacity during the previous financial year i.e. FY 2023-24 or FY 2024-25. It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.

Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of **Rs. 20 Lakhs/MW** of the quoted capacity, as on 31.03.2024 , 31.03.2025 and 31.03.2026.

- a. For the purposes of meeting financial requirements, only audited unconsolidated annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be considered for meeting financial requirements, provided that the Bidder holds at least fifty-one percent (51%) paid-up share capital in each Company whose accounts are included in the consolidated statements. The Bidder shall also furnish a Certificate from a Chartered Accountant (CA) certifying the shareholding pattern and the applicability of the consolidated accounts for meeting the financial criteria.
- b. The Bidder may seek qualification on the basis of financial capability of its Parent and/ or its Affiliate(s) for the purpose of meeting the Qualification Requirements as per 3.4.4 and 3.4.5 above. In case of

the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the Parent Company and/or the Affiliates undertaking to contribute the required equity funding and Performance Guarantees in case the Bidder(s) fail to do so in accordance with the RfP.

- c. A Company or Consortium shall be required to submit Annual Audited Accounts and a CA Certificate for the last three financial years, i.e., FY 2023-24, FY 2024-25, and FY 2025-26 (or as applicable), along with details of Net Worth and Annual Turnover, certified by a Statutory Auditor or a Chartered Accountant, to demonstrate fulfillment of the eligibility criteria. In the case of a **newly formed company**, supported by documentary evidence of its recent incorporation with the **Registrar of Companies (RoC)**, the Bidder shall submit a **certificate from a Statutory Auditor or Chartered Accountant** certifying the availability of Net Worth as of a date not earlier than **seven (07) days prior to the bid submission due date**, along with a certified copy of the **Balance Sheet, Profit & Loss Account, Schedules, and Cash Flow Statements**, supported by relevant **Bank Statements**.

3.5. Connectivity with the Grid

- 3.5.1. The project should be designed for delivery of energy/power at Delivery Point i.e. Grid substation of DISCOMs./HVPNL.
- 3.5.2. The responsibility of getting the grid connectivity and long term access (LTA) from DISCOMs. /HVPNL, as applicable, shall entirely be of the Successful Bidder. For interconnection with the grid and metering, the Successful Bidder shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electric and other regulations (as amended from time to time) issued by HERC and Central Electricity Authority (CEA).
- 3.5.3. The arrangement of connectivity can be made by the successful bidder through a dedicated transmission line for the individual Project or Pooled Projects, as the case may be. As per Regulation 67 of the Haryana Electricity Regulatory Commission (Term and Conditions for determination of Tariff from Renewable Energy Sources, Renewable Purchase Obligation and Renewable Energy Certificate) Regulations, 2025. Cost of Evacuation System. – The State transmission utility or the Transmission/Distribution Licensee shall bear the cost of Extra High Voltage (EHV)/ High Voltage (HV) transmission line up to a distance of 10 km. from the inter-connection point. In case the distance between the inter connection, point and point of grid connectivity is more than 10 KMs then the cost of transmission line for the distance beyond the 10 shall be borne equally between the Independent Power Producer and the licensee. However, for canal based solar power projects, the transmission lines shall be provided by the utilities, free of cost, irrespective of the distance of the project from the substation, subject to the conditions that the solar power is generated and utilized within the State of Haryana and is counted towards RPO of the Distribution Licensee (s). Transmission/Distribution Licensee shall bear the cost of Extra High Voltage (EHV)/ High Voltage (HV) transmission line up to a distance of 10 km and shared cost after 10KM, only in the case where the power is to be supplied to DISCOMs under approved PPA. RE Power producers installed by Independent Power Producers (IPP) for merchant sale or captive consumption, should bear the cost themselves. It is further clarified that the terms & conditions for cost of evacuation of power in respect of PPA

entered into by DISCOMs./HPPC with RE Power Producers under competitive bidding, shall be governed by the terms of such PPA. The cost of any augmentation required beyond the interconnection point in the grid system of the Transmission/Distribution Licensee (s) shall also be borne by the Transmission/Distribution Licensee concerned. Further, the power utilities concerned, on being informed about the Scheduled Commissioning Date (SCOD), shall complete the evacuation system well with in the time minimum 6 months before the SCOD.

- 3.5.4. All expenses including wheeling charges and losses between the Project and the Delivery Point shall be paid by the Successful Bidder without any reimbursement by HPPC.
- 3.5.5. The Successful Bidder shall ensure availability of entire energy in terms of the PPA delivered at Delivery Point.
- 3.5.6. The Successful Bidder shall not be entitled to deemed generation in case of any delay in grant of connectivity.
- 3.5.7. The Successful Bidder shall comply with the HERC regulations including Regulations relating to Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to Connectivity.
- 3.5.8. Penalties, fines and charges imposed by the STU under any statute or regulation in relation to delay in commissioning of the project shall be payable by Successful Bidder to the extent the delay is attributable to the Successful Bidder with no liability to HAREDA/ HPPC.
- 3.5.9. Long Term Access (LTA)/ Grid Connectivity, as applicable, shall be required to be submitted by the Successful Bidder prior to financial closure of the Project. The Successful Bidder has complied with the complete application formalities/applicable procedure/charges as notified by HERC/HVPL/DISCOMs.
- 3.5.10. If there is a change in the site of Project/ Substation/ name of the company/ capacity of the project or any such conditions on the part of the Bidder requiring fresh look in grant of in-principle feasibility, a facilitation fee of Rs. 1,00,000/- alongwith applicable taxes, if any, will be charged for grant of revised in-principle feasibility for projects by HAREDA. However, in case the change of site is due to refusal by DISCOMs./HVPL to grant the in-principle feasibility for the first site proposed by the Bidder on technical ground, in that case the extra fee will not be charged. The delay in case of revised in-principle feasibility shall be the sole responsibility of the Bidder in any case and no extension in Scheduled Commercial Operation Date shall be granted on this account. It is reiterated that HAREDA shall not be responsible for the delay caused due to fresh in-principle feasibility and the SPV shall be solely responsible for meeting the timelines including the financial closure.
- 3.5.11. Bidder is required to register its generating unit in the registry maintained by CEA.

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

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

3.7. Guarantees -Earnest Money Deposit (EMD) and Performance Security Deposit (PSD)

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

- (i) The Bidder must submit an **Earnest Money Deposit (EMD)** of **Rs. 12 Lakh per MW** along with the RfP, in the form of a **Bank Guarantee** issued by a **nationalized or scheduled bank**, in favor of **HAREDA**, payable at **Panchkula**, **if there is any delay in allotment of project, the bidder shall have to extend the validity of the bid and EMD deposited. If any bidder, denies for the same EMD shall be forfeited.**
 - (ii) **Performance Security Deposit (PSD):** The Successful Bidder shall submit a **Performance Security Deposit (PSD)** of **Rs. 10 Lakh per MW (Rs.8 Lakh in the form of BG and Rs.2 lakh in form of DD)** issued by a **nationalized or scheduled bank**, in favor of **HAREDA**, payable at **Panchkula**. The PSD must be submitted **after the issuance of the Letter of Intent (LOI)** and it will enter into an MOU as per Annexure-E with the investor for preparation of DPR and implementation of Project within one month time after the applicant deposit PSD as specified in the Bid document for the timely commissioning of the project. After approval of DPR by the HAREDA the project developer will sign PPA with HPPC.
- 3.7.2. The Successful Bidders are required to sign PPA with HPPC within 45 days from the date of signing of LOI. In case, the selected bidder refuses to execute the PPA OR refuses for acceptance of LOI OR Submission of PBG within the stipulated time period, the Bank Guarantee equivalent to EMD shall be encashed by HAREDA as penalty. The EMD shall be returned to the Successful Bidders after PSD submitted by them are verified by HAREDA. After the bidding process is over, HAREDA shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 30 days after the completion of tender process.
- 3.7.3. The PBGs shall be initially valid till 6 months from the SCOD of the power project with a claim period of 1 year from validity of PBG. PBG shall be extended from time to time to be valid upto 3 months after the actual CoD of the power plant. The PBGs will be returned to the Successful Bidders within 3 months from the successful commissioning of their Project, after taking into account any penalties due to delays in commissioning as per provisions stipulated in Section 3.11.
- i) Bank Guarantee against Earnest Money Deposit (EMD) shall be according to Format 6.3 A, issued in favor of HAREDA, payable at Panchkula and valid for 06 months from the last date of bid submission with claim period up to 1 year from the last date of bid submission. The Bank Guarantees towards EMD have to be in the name of the Bidding Company/Lead Member of Bidding Consortium. EMD shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected.
 - ii) Bank Guarantee against Performance Bank Guarantees (PSD) shall be according to the Format 6.3 B, issued in favor of HAREDA, payable at Panchkula/Chandigarh for a value of Rs. 10 Lakh/MW within 15 days from date of LOI, with a validity period up to 6 months from Scheduled Commercial Operation Date with claim period up to 1 year from validity of PBG. On receipt and after successful verification of the Performance Bank Guarantee in the acceptable form, the Bank Guarantee submitted towards EMD shall be returned by HPPC to the successful Bidder. The PBG of developers shall be returned to them, within 3 months from successful commissioning of their projects as per Terms of PPA, after taking into account any liquidated damages due to delays in commissioning as per Clause 3.11.2 of the RfP.

- iii) The Bidder shall furnish the Bank Guarantee against EMD and Performance Bank Guarantees (PBGs) from any Nationalized Bank or a Scheduled Bank in India issued in favour of HAREDA, payable at Panchkula/Chandigarh.
- iv) The format of the Bank Guarantees prescribed in the Formats 6.3 A (EMD) and 6.3 B (PBG) shall be strictly adhered to and any deviation from the above formats shall result in rejection of the EMD/PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed by HAREDA.
- v) The Successful Bidders, if so required by HAREDA, shall be required to sign PPA with HPPC within 45 days from the date of issuance of Lol. Subsequent extension in this timeline shall be finalized as agreed by HPPC. In case, HPPC offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee submitted towards EMD shall be encashed by HAREDA/ HPPC and the selected Project shall stand cancelled.
- vi) The Bank Guarantees have to be executed on non-judicial stamp/e-stamp paper of appropriate value as per applicable law relevant to place of execution. All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the bidder.
- vii) In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist in Annexure-B has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.
- viii) HAREDA shall release the Bank Guarantees towards EMD of the Unsuccessful Bidders / project capacities within 30 days after the allocation of the projects..
- ix) The EMD of all Bidders shall be released by HAREDA within a period of thirty (30) days of the occurrence of the termination/cancellation of Bid process by HAREDA.

3.8. Forfeiture of EMD and PBG

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

- i) If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of the bid;
- ii) In case, HAREDA offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents or does not execute the PPA or acceptance of LOI (within 15 days of issuance of LOI) or Submission of PBG (within 15 days from issue of LOI) or incorporation of project company within 30 days from date of issue of LOI (in case of consortium). However, in case of last selected bidder, the provisions of clause 4.4.1 shall apply.
- iii) If after date of issue of LOI, it is found that the documents furnished by the bidder during RfP are misleading or misrepresented in any way and that relevant facts have been suppressed;
- iv) If the bidder fails to furnish required Performance Bank Guarantee in accordance with clause 3.7.

3.9. Power Purchase Agreement

3.9.1. A copy of Draft Power Purchase Agreement, to be executed between HPPC and the Successful Bidder or its subsidiary Special Purpose Vehicle (SPV), as

defined under clause 3.4 of this RfP, shall be provided by HPPC along with this RfP. The PPA shall be signed within 45 days from the date of issue of Letter of Intent (LoI). PPA will be executed between HPPC and Selected Bidders which shall be valid for a period of **15 years** from the date of COD as per the provisions of PPA. The PPA and adoption of tariff shall be effective when the same is approved by the HERC.

- 3.9.2. Before signing of PPA between HPPC and the Selected Bidders, HAREDA/HPPC will verify the documents furnished by the Bidders at the time of submission of response to RfP including the shareholding of the Bidding/Project Company along with a copy of complete documentary evidence supported with the original documents. Bidders will also be required to furnish the documentary evidence for meeting the RfP Qualification Requirements as per clause 3.4.
- 3.9.3. The Successful Bidder shall be free to operate their project **after the expiry of 25 years from the Commercial Operation Date (COD)** of the project, provided that other conditions, such as land lease and approvals, permit continued operation. Any extension of the PPA period **beyond 15 years may be granted for up to 10 years**, subject to **mutual agreement between the Successful Bidder and HPPC**.

3.10. Financial Closure

- 3.10.1. The Successful Bidder shall report tie-up of Financing Arrangements for the Project within 12 months from the date of execution of PPA for which the Successful Bidder shall furnish documentary evidence within 12 months from the date of execution of PPA.
- 3.10.2. The Bidder shall ensure that the technology to be adopted shall be commercially established and operational technology to minimize the technology risk.
- 3.10.3. The project developer would provide a copy of Detailed Project Report (DPR) duly verified & approved by HAREDA indicating evidence that the requisite technical criteria has been fulfilled and would provide un-priced copies of orders placed / agreements entered into, for supply of plants and equipment for the project before the Financial Closure.
- 3.10.4. The bidder has to indicate the proposed location of the projects at the time of bid submission in Format-6.1. However, the successful bidder shall have option to change the Project location before the Financial Closure.
- 3.10.5. At this stage, Project Developer will also be required to furnish letter to HAREDA/ HPPC confirming technical feasibility of connectivity of the plant to DISCOMs./HVPNL substation at the indicated location.
- 3.10.6. The generator shall submit necessary documents/Lease Agreement duly registered, to establish possession/right to use 100% of the required land in the name of Paddy Straw Fuel based power developer or its Affiliate for a period not less than the complete term of PPA along with arrangement for Connectivity of project with Discom/HVPNL. In case the land is in the name of the Affiliate, the land should be transferred in the name of Developer prior to Financial closure. Wherever leasing of private land is involved, the lease should allow transfer of land to the lender or procurer, in case of default of the developer. A sworn affidavit from the authorized person listing the details of the land and certifying total land required for the project under clear possession of the developer shall also be submitted.
- 3.10.7. Failing the aforesaid, HAREDA/ HPPC shall en-cash the Performance Bank Guarantee. An extension for the attainment of the financial closure can however be considered by HPPC, on the sole request of the Successful

Bidder, on advance payment of extension charges of Rs. 1000/- per day per MW (Plus GST). In case of any delay in depositing this extension charge, the Successful Bidder has to pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ SBI MCLR (1 Year). This extension will not have any impact on the SCOD. Any extension charges paid so, shall be returned to the Successful Bidder, without any interest, on achievement of successful commissioning within the SCOD, on pro-rata basis, based on the Project Capacity commissioned on SCOD. However, in case of any delay in commissioning of the project beyond the SCOD, HPPC shall be entitled to appropriate the amount as deposited above by the developer which shall be in addition to and without prejudice to the other rights of HAREDA/HPPC including right to encash the Performance Guarantee towards liquidated damages and other claims for delays on the part of the developer under this Agreement.

3.11. Commissioning and penalty for delay in commissioning

3.11.1. The projects shall be commissioned, within a period of 24 (Twenty Four) months from the date of execution of the PPA. The Commissioning of the Projects shall be carried out by the Successful Bidder by demonstration of capacity of the plant through 'Trial Run' of 72 hours wherein the minimum 80% of the Installed Capacity shall be required to be established. Commercial Operation date (COD) shall be the date certified by HAREDA/HPPC or authority/agency designated by HAREDA upon successful commissioning of full capacity of the Project in accordance with the applicable Rules/ Regulations/statutory provisions of the SLDC/HVPSNL. Successful Bidders shall have to provide a written notice to HAREDA/HPPC as well as to any authority/agency designated by HAREDA at least 30 days in advance for the same.

3.11.2. Penalty for Delay in Commissioning:

The Project shall be commissioned by the Scheduled Commercial Operation Date. In case of failure to achieve this milestone, 0.5% penalty per day of the PSD shall be levied up to next 200 days if delay in COD beyond 30 days. Thereafter, PPA shall be terminated and PSD shall be forfeited in view of delay in CoD.

In case of delays in plant commissioning due to reasons beyond the control of the Generator, HAREDA, after being satisfied with the documentary evidence produced by the Generator, may extend the commissioning date without any financial implications to the Generator. Such extension shall be recognized and accepted by HAREDA.

3.12. Minimum Paid up Share Capital to be Held by Project Promoter

- i) The Company developing the project shall provide complete information in their bid in reference to RfP about the Promoters and their shareholding in the company indicating the controlling shareholding before signing of PPA with HPPC.
- ii) No change in the shareholding pattern of the Bidding Company or Bidding Consortium developing the Project shall be permitted from the date of submission of response to RfP till the execution of the PPA.
- iii) The successful bidder, if being a single company, shall ensure that its shareholding in the SPV /project company executing the PPA shall not fall below 51% (fifty-one percent) at any time prior to 1 (one) year from the COD, except with the prior approval of HAREDA/ HPPC. In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV /project company executing the PPA, shall not fall below 51% at any time

prior to 1 (one) year from the COD, except with the prior approval of the HAREDA & HPPC. Further, the successful bidder shall ensure that its promoters shall not transfer the controlling shareholding and interest or cede control of the bidding company/ consortium till 1 (one) year from the COD, except with the prior approval of HAREDA & HPPC. In this case it shall also be essential that the successful bidder shall also provide the information about its promoters and their shareholding to HAREDA & HPPC before signing of the PPA with HPPC.

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

3.13. Structuring of the Bid Selection Process:

This RfP follows a single-stage, two-part bidding process. Bidders must submit both the Technical Bid and Financial Bid online at the same time. The bid shall be prepared as per the requirements given in Section 3.17.

3.14. Instructions to Bidders for Structuring of Bid Proposals in Response to RfP

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

1. **Covering Letter as per Format 6.1.**
2. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 6.2.**

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

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

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

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

4. **Performance Bank Guarantee (to be submitted before signing of PPA as specified in Section 3.7) as Bank Guarantee in the form as per Format 6.3 B.**
5. **Board Resolutions, as per prescribed formats enclosed as Format 6.4, duly certified** by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - a. Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfP and in the event of selection of the Projects, to sign the PPA with the HPPC. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.
 - b. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project/Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and
 - c. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.
 - d. Board Resolution from the parent/affiliate of the bidding company, if financial capability criteria of such parent/affiliate is used by the bidder, undertaking that such parent/affiliate shall contribute the required equity funding and performance bank guarantees in case the bidder fails to do so in accordance with clause 3.4.4 of RFP.
6. **In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per Format 6.5 along with Board resolution from each Member of the Consortium for participating in Consortium.**
7. **Format 6.6: Format for Financial Qualification Requirement**
8. **Format 6.7: Format for Technical Criteria**
9. **Format 6.8: Format for Disclosure**
10. **Format 6.9: Format for No Deviation Certificate**
11. **Bidder shall ensure that the technology to be adopted shall be commercially established technology and is under operation for at least one year. Final details of the same shall be submitted prior to financial closure of project.**
12. **Attachments**
 - (i) Memorandum of Association (MoA), Articles of Association (AoA) needs to be attached along with the bid. The bidder should also highlight the relevant provision in the Object Clause of the MoA relating to generation and sale of Power / Energy / Renewable Energy / Biomass/Cogeneration Power Plant development.

In case, there is no mention of above provision in the MoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder.

If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), MoA/AoA of the SPV highlighting the relevant provision of Object Clause relating to generation and sale of Power /Energy /Renewable

Energy / Biomass/Cogeneration Power plant development has to be submitted prior to signing of PPA.

- (ii) Certificate of Incorporation of Bidding Company/all member companies of Bidding Consortium.
- (iii) A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any), duly certified by a practicing Chartered Accountant /Company Secretary not more than seven days prior to the last date of bid submission.
- (iv) Documents containing information about the Promoters and their shareholding in the Company (not more than seven days prior to the last date of bid submission) to HPPC indicating the controlling shareholding at the stage of submission of response to RfP to HPPC as per clause 3.12. HPPC reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ultimate parents and other group companies to satisfy themselves that RfP conditions have been complied with and the bidder will ensure submission of the same within the required timelines.
- (v) Certified copies of annual audited accounts for the financial years (i.e. 2023-24 or 2024-25) shall be required to be submitted; OR in case the Bidder is a newly formed company, supported by documentary evidence of its recent formation at RoC, then the certificate issued by a Statutory Auditor/certified Chartered Accountant along with certified copy of Balance sheet, Profit & Loss account, Schedules and cash flow Statement as on latest available date (not more than seven days prior to the last date of bid submission) supported with bank Statement (if available) shall be required to be submitted.
- (vi) Certificate from Statutory Auditor/Certified Chartered Accountant, certifying the Net-worth of the bidder per MW of quoted capacity as per Section 2 of the Companies Act 2013, annual turnover certificate (as applicable) as on date of last financial year ending i.e. 31.03.2024 or 31.03.2025, or in case the Bidder is a newly formed company, supported by documentary evidence of its recent formation at ROC, then the certificate issued by a Statutory Auditor/Certified Chartered Accountant computing net- worth based on certified copy of Balance Sheet, Profit & Loss account, Schedules and cash flow Statement as on latest available date (not more than seven days prior to the last date of bid submission) supported with bank Statement shall be required to be submitted.
- (vii) In case a bidder submits the Net-worth credentials of its Parent/Affiliate, an undertaking from such Parent/Affiliate shall be submitted, stating that in case the bidder(s) fails to contribute required equity funding and Performance Guarantee, the same shall be done by such Parent / Affiliate in line with Clause 3.4.4 of the RfP and Format 6.4, 6.5.

3.15. Important Notes and Instructions to Bidders

- (i) Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- (ii) The Bidders shall be shortlisted based on the declarations made by them in relevant provisions of RfP. The documents submitted online/offline will be verified before signing of PPA.
- (iii) If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong Statement or misrepresents facts or makes a misleading Statement in its response to RfP, in any manner whatsoever, HAREDA reserves the right to reject such response to RfP and/or cancel the LOI, if issued, and the Performance Bank Guarantee/EMD provided up to that

stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfP.

- (iv) If the event specified at point (iii) above is discovered after the execution of PPA, consequences specified in PPA shall apply.
- (v) Response submitted by the Bidder shall become the property of the HAREDA and HAREDA shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in clause 3.7.
- (vi) All documents of the response to RfP (including RfP, PPA, Corrigenda (if any) Addenda (if any) and all other documents uploaded on <https://www.bharatelectronicstender.com> as part of this RfP) submitted online must be duly signed and stamped/digitally signed by the person authorized by the Board as per Format 6.4.
- (vii) The response to RfP shall be submitted as mentioned in clause 3.17. 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. However, HAREDA reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfP. Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- (viii) All the information should be submitted in English language only.
- (ix) Bidders shall mention the name of the contact person, contact number, email address and complete address of the Bidder in the covering letter.
- (x) Response to RfP that are incomplete or which do not substantially meet the requirements prescribed in this RfP or not submitted in the specified formats will be liable for rejection by HAREDA.
- (xi) 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 HAREDA of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- (xii) Only HERC shall have exclusive jurisdiction in all matters pertaining to this RfP.
- (xiii) In order to facilitate the Bidders to submit the response to RfP, indicative checklist in Annexure-A has been attached. Bidders are advised to take note of the above checklist while submitting the response to RfP.
- (xiv) Some instructions to be followed by the bidders for online submission of response to RfP are also Stated at Annexure -C and Annexure –D.
- (xv) Negotiation of Rates
Regarding negotiations of rates, policy issued by the State Government vide G.O. No. 2/2/2010-4-IB-II dated 18.06.2013 (Annexure-1), G.O. No. 2/2/2010-4-IB-II dated 16.06.2014 (Annexure-6), G.O. No. 2/2/2010-4-IB-II dated 09.02.2015 (Annexure-7) will be applicable.

3.16. Non-responsive Bid

The electronic response to RfP submitted by the bidder along with the documents submitted offline to HAREDA shall be scrutinized to establish "Responsiveness of the bid". 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":

- a. Non submission of Cost of RfP, Processing fee or e-bidding fee as mentioned in the Bid Information sheet.
- b. Non-submission of EMD in acceptable form along with RfP document.
- c. Response to RfP (offline or online) not received by the due date and time of bid submission;
- d. Non submission of the original documents mentioned at Section 3.17 by due date and time of bid submission;
- e. Any indication of the quoted percentage discount in any part of response to the RfP, other than in the financial bid.
- f. Data filled in the Electronic form of financial bid, not in line with the instructions mentioned in the same electronic form.
- g. Bidder or any of its Affiliates is a willful defaulter to any lender.
- h. Major litigation pending or threatened against the bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the bidder to undertake the Project.
- i. In case it is found that the Bidding Company including Ultimate Parent Company / Parent Company/Affiliate/Group Companies have submitted more than one response to this RfP, then all these bids submitted shall be treated as non-responsive and rejected.
- j. Conditional bids shall be summarily rejected.
- k. The financial bids quoting percentage discount on the generic levelized tariff less than 1%.
- l. Any Bid not meeting any of the requirements as per this RfP may cause the Bid to be considered “Non-responsive” at the sole decision of HAREDA.
- m. The determination of a bid’s responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by HAREDA, and may not subsequently be made responsive by the Bidder by correction of the non-conformity or rectifying the cause for Non-responsive. Non-responsive bids will be liable for rejection by HAREDA. The EMD submitted against such Non-responsive bids shall be returned to the bidders.

3.17. Method of Submission of Response to RfP by the Bidder

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

A. Documents to be Submitted Online

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

1. “Technical Bid (Part I)”

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

- i) **Covering Letter** as per **Format-6.1**

- ii) Details of online remittance of **Cost of RfP document and Processing Fee** to HAREDA.
- iii) Power of Attorney as per **Format-6.2** (if applicable),
- iv) **EMD** as mentioned in the Bid Information Sheet (Bank Guarantee as per **Format- 6.3A**).
- v) **Board Resolution** as per **Format-6.4**
- vi) **Consortium Agreement** as per **Format-6.5** (if applicable)
- vii) **Financial Qualification Requirement** as per **Format 6.6**
- viii) **Technical Criteria** as per **Format 6.7**
- ix) **Letter for Disclosure**, as per **Format-6.8**
- x) **No Deviation Certificate** as per **Format 6.9**
- xi) **MoA/AoA** along with **Certificate of Incorporation** of Bidding Company/all member companies of Bidding Consortium
- xii) **A certificate of shareholding** of the bidding company along with documents containing information about the Promoters and their shareholding in the Company
- xiii) Certificate of Registration / Provisional Registration for GST
- xiv) **Certificate from Statutory Auditor**, certifying the Net-worth of the bidder per MW of quoted capacity, annual turnover certificate (as applicable) as on date of financial years (i.e 2023-24 or 2024-25) along with Certified copies of annual audited accounts for the financial years.
- xv) Copy of PAN Card of the Bidder
- xvi) Any other document the bidder is required to upload as per the requirements in the RfP or to meet the eligibility criteria as a single .PDF document.

B. Documents to be Submitted Offline (in original)

Bidding Envelope: Subsequent to the online submission of the bid documents, following hard copies of documents are to be submitted to the address mentioned in Bid Information Sheet before the due date and time of bid submission, in sealed covers. **Bidder shall submit an affidavit that hard copy of bid is exactly same as is uploaded on the portal.**

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

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

- i. Bank Guarantee towards EMD in original as per format.
- ii. Original hard copies of documents uploaded in Part I.
- iii. In case of any discrepancies between the documents uploaded and the hard copies sent, only the uploaded document shall prevail and it shall only be considered for evaluation.
- iv. Pass-phrases to decrypt Technical-Bid and Financial-Bid. The passphrases must be submitted on letter head of the Bidder clearly mentioning the RfP No. and Technical/Financial Bid in two separately

sealed-envelopes with proper labeling (super scribing technical/financial bid-part on the relevant envelope).

- v. **Bidders SHALL NOT submit hardcopies of the financial bid to the Tendering authority. Submission of the same shall disqualify the bidder.**
- vi. Payment details towards Cost of RfP Document as mentioned in Bid Information Sheet.
- vii. Payment details towards processing fee as mentioned in the Bid Information Sheet
- viii. Original Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 6.3A). One EMD may be submitted for the capacity quoted by the bidder.
- ix. Covering Letter as per Format-6.1,
- x. Power of Attorney as per Format 6.2 (if applicable),
- xi. Board Resolutions per Format 6.4
- xii. Consortium Agreement as per Format 6.5 (if applicable)
- xiii. Financial Qualification Requirement as per format 6.6
- xiv. Technical criteria as per Format 6.7
- xv. Letter for Disclosure, as per Format 6.8
- xvi. No Deviation certificate as per Format 6.9
- xvii. Affidavit that hard copy of bid is exactly is same as uploaded on portal.

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

Response to RfP for setting up total of 200 MW (9.9 MW to 25 MW each) Paddy Straw/stubble-based, Biomass Power Project of 9.9 MW to 25 MW each capacity on “Build, Own & Operate” (BOO) basis in Haryana State	
Capacity of Project	_____ MW
RfP Reference No.	_____
Submitted by	(Enter full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of Signatory) (Stamp of Bidder)
Bid Submitted to	DIRECTOR Haryana Renewable Energy Development Agency (HAREDA), (Department of New & Renewable Energy, Haryana), Akshay Urja Bhawan, Sector-17, Panchkula

2. “Financial Bid (Part II)”

The financial proposal shall be uploaded only on the e-tender portal.

- (i) **The covering letter, as per Format 6.11, shall be uploaded in the main section of the Financial Bid on the e-tender portal.**
- (ii) **The bidder shall enter only a single percentage discount for the project in the electronic form.**

All instructions given in the Financial Bid electronic form, if any, must be strictly followed. Any deviation shall render the bid non-responsive.

To participate in the bidding process, the bidder must also specify the total quantum of power it intends to supply. Hard copy of the financial proposal shall not be sent to HAREDA.

Important Note:

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

3.18. Validity of the Response to RfP

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

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

3.20. Clarifications / Pre RfP meeting / Enquires / Amendments

- i) Clarifications/Doubts, if any, on RfP document may be emailed through Email-hareda@chd.nic.in .For any such clarifications, or proposed amendments, the Bidder should adhere to the format given in the RfP.
- ii) HAREDA will make effort to respond to the same in the Pre- Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and HAREDA's response shall be uploaded on e-bidding portal and, if necessary, amendments, clarifications, elaborations shall be issued by HAREDA which will be notified on E-bidding Portal. No separate reply / intimation will be given for the above, elsewhere.
- iii) A Pre RfP Meeting shall be held as mentioned in the Bid Information sheet.

3.21. Right of HAREDA to Reject a Bid

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

3.22. Pre and Post Lol Compliance

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

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

3.23. Ineligibility for Participation in Retenders

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

3.24. Corrupt or Fraudulent Practices:

HAREDA requires that Bidders, Power plant developers, etc. observe the highest standard of ethics during the development and operation of Paddy Straw fuel based Power Project(s).

3.25. Contacting HAREDA

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

3.26. Black Listing

The firm should not be black listed/debarred either in Government Departments/Agencies in State of Haryana or Central Government departments/Agencies etc. as on the date of submitted of the Bid in the present tender.

3.27. Disclosure of Close Relations

The firm(s) tendering shall clearly mention in their tender whether any of their close/near relative of their management/management of sister concerned firms is in the employment of the HAREDA/Department of New & Renewable Energy, Haryana and in case their close/near relative is in employment of the HAREDA/Department of New & Renewable Energy, Haryana then his/her name, designation and place of posting to be mentioned.

If the tendering firm do not disclose and furnish the correct information as required in above clause, then his earnest money and/or Performance Security Deposit may be forfeited and in case the contractor has been awarded the work, the same may be cancelled. For concealing any information the firm may be black listed.

Note: The word “Close/Near Relative” mentioned in the above clause means father, mother, brother, sister, brother-in-law, sister-in-law, daughter-in-law, daughter, father-in-law, mother-in-law, son, son-in-law, first cousin of self/spouse, spouse, father-in-law and mother-in-law of son/daughter.

4. BID EVALUATION AND SELECTION OF BIDDERS

4.1. Bid Evaluation

Bid evaluation will be carried out considering the information furnished by Bidders as per the provisions specified in Section 3 of this RfP. To ensure competitiveness, the minimum number of qualified Bidders required should be two in all categories and in each thirteen approved districts. If the number of qualified bidders is less than two in all categories (not necessarily in each category), even after three attempts of bidding, HAREDA may continue with the bidding process subject to requisite approvals/consent of Hon'ble HERC.

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

4.2. Techno-commercial Evaluation of bidders

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

- i. The Part-I (Technical Bid) of only those bidders will be opened by HAREDA whose required documents as mentioned at Section 3.17 B are received at HAREDA's office on or before the due date and time of bid submission.
- ii. Bid responses received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the bidder.
- iii. Subject to Section 3.17, HAREDA will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfP. During the examination of the bids, HAREDA may seek additional documents/ clarifications to the documents submitted by the Bidders, if required, to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/ additional documents sought by HAREDA within 4 days from the date of such intimation from HAREDA. All correspondence in this regard shall be made through email hareda@chd.nic.in. The request for clarification and the response shall be in writing, and no change in the substance of the bid shall be sought, offered or permitted.
- iv. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as

requested. HAREDA shall not be responsible for rejection of any bid on account of the above.

- v. The response to RfP submitted by the Bidder shall be scrutinized to establish Techno- Commercial eligibility as per RfP. HAREDA will declare the list of eligible bidders as per terms and conditions mentioned in its RfP.

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

In this step, evaluation will be carried out based on percentage discount quoted by the Technical qualified bidders. Financial Bids (Part II) of the Qualified Bidders shall be opened **online**, on the date as specified in Bid Information sheet or as intimated by HAREDA on the ETS e-bidding portal <https://www.....> The evaluation of Financial Bid shall be carried out based on the information furnished in Part II (Financial Bid). The Financial Bids submitted by the Bidders shall be scrutinized to ensure conformity with the provisions of this RfP. Financial Bid not in conformity with the requirement of this RfP or containing any deviation from these tendered conditions shall be rejected.

The percentage discount quoted by the bidder shall be firm and shall not be less than 1% in Levelized fixed cost as per HERC Notification 26-03-2025.

- i. Part-II (financial bid containing percentage discount) of only those bidders shall be opened whose technical bids are found to be qualified.
- ii. The bidders including its Parent, Affiliate or Ultimate Parent will have to submit bid (single application) quoting percentage discount for the project.
- iii. On completion of Technical bid evaluation, if it is found that only one bidder is eligible, opening of the financial bid of the bidder will be at the discretion of HAREDA. Thereafter HAREDA may take appropriate action in consultation with HERC/Competent Authority.
- iv. The bidder quoting percentage less than 1% in levelized fixed cost shall be treated as disqualified and shall not be eligible for forward bidding process.
- v. After opening of Part II (Financial Bids), the successful bidders shall be called before the Committee for further negotiations on the quoted rates, in accordance with the Haryana Bio Energy Policy 2018.

4.3 Selection of Successful Bidders

4.3.1. After opening of Part II (Financial Bids), the bidders shall be called before the Committee for further negotiations on the quoted rates, in accordance with the Haryana Bio Energy Policy 2018. The Committee shall evaluate the financial bids and conduct discussions with the bidders for finalization of the selection process in each category.

4.3.2. The bidders shall be informed individually through emails after opening of the Financial Proposal. The Committee proceedings shall be conducted as per the schedule communicated to the successful bidders after opening of Part II (Financial Bids).

The bidders shall be required to attend the Committee proceedings for further discussions and negotiation on the quoted rates, in accordance with the Haryana Bio Energy Policy 2018.

- i. During the negotiations, bidders may be required to further improve their quoted percentage discount in prescribed format, if required by the Committee.
- ii. The project capacity already qualified after technical evaluation shall remain unchanged during the negotiation process. No modification in capacity shall

be allowed at this stage.

- iii. The Committee shall record the final negotiated percentage discount offered by each bidder along with the allocated project capacity.
- iv. After completion of negotiations, the final negotiated percentage discount and capacity allocation shall be communicated to all bidders.

4.4 Selection of Successful Bidders

4.4.1. After completion of Committee-based negotiations, selection shall be made by arranging the bidders in descending order of the final negotiated percentage discount until the required capacity is fulfilled.

- (a) If the total offered capacity is less than or equal to the required capacity, the entire capacity shall be allocated to the eligible bidders accordingly.
- (b) If the total offered capacity exceeds the required capacity, allocation shall be made starting from the bidder offering the highest negotiated discount.
- (c) In case of a tie in the percentage discount, preference shall be given to the bidder offering higher capacity. If still tied, preference shall be given to the bidder having higher net worth.
- (d) In case of the last bidder, if the balance capacity to be allocated is less than the offered capacity, the remaining capacity shall be awarded to that bidder.
- (e) If the remaining capacity is less than 50% of the bidder's offered capacity, the bidder may refuse allocation in writing within 7 working days. In such case, the balance capacity shall be offered to the next eligible bidder at the discretion of the authority.
- (f) If the remaining capacity is equal to or more than 50% of the bidder's offered capacity, acceptance shall be mandatory. In case of refusal, the Earnest Money Deposit (EMD) shall be forfeited and the capacity shall be offered to the next eligible bidder at the discretion of the authority.

4.2.1. **The tariff discovered after deducting percentage discount (in Rs/kWh) from the Base Price (Rs. kWh) shall be fixed (upto two decimal places) for the first year of the project & payable to applicant for sale of power to HPPC/DISCOMs... Escalation on tariff from second year onwards on the fuel cost component shall be applicable as per HERC norms.**

4.2.2. List of successful bidders along with their capacity and percentage discount will be displayed on the site once the full capacity is achieved.

4.2.3. After finalization of above selection procedure and adoption/approval of tariff by State Commission, the Letter(s) of Intent shall be issued to all such Successful Bidder(s) selected as per the provisions of this RfP.

4.2.4. The bidder will submit PBG within 15 days of issue of LOI.

4.2.5. If the Successful bidder, to whom the LOI has been issued, does not fulfil any of the conditions specified in the Clauses 3.7, HAREDA reserves the right to annul the award of the letter of Intent of such successful bidder and encash the EMD.

4.2.6. HAREDA, in its own discretion, has the right to reject any/all Bids if the Single Quoted Tariff is not aligned to the prevailing market prices and HAREDA decision in this regard shall be final and binding on bidders.

4.3. Other Terms and Conditions Applicable to the Selection Process

- a) The selection process, including Committee proceedings for negotiation of quoted rates, shall be conducted as per the schedule communicated to the bidders. The bidders shall be required to attend the proceedings physically as per the communicated schedule.
- b) No request for extension of time shall be entertained during the Committee proceedings. Bidders shall make all necessary arrangements to ensure their participation as per the notified schedule. Non-availability or communication failure at the bidder's end shall not be considered as a valid reason for absence or non-participation. The authority shall not be responsible for such eventualities.
- c) Bidders are advised to ensure that they are fully aware of the selection and negotiation process and attend the proceedings as scheduled. Any clarifications required regarding the process shall be obtained well in advance.
- d) The authority shall not be liable to the bidders or any other party for any delay, interruption, or inability to participate in the proceedings due to technical, communication, or other issues at the bidder's end.
 - a) The Bidders should also note that:
 - (i) Order finalization and post-order activities such as issuance of the Letter of Intent (LOI), signing of the Power Purchase Agreement (PPA), etc., shall be carried out directly between the Successful Bidder and Haryana Power Purchase Centre / Haryana Renewable Energy Development Agency, as applicable.
 - (ii) The LOI may be issued outside the e-tender portal, and further processing of the LOI may also be undertaken outside the e-tender portal.
 - (iii) In case of any technical issue faced by bidders during the selection process, bidders are advised to contact the designated helpdesk as specified in the tender document.
 - (iv) The authority shall not be responsible for any issues related to computer configuration, software or hardware problems, network failure, telephone line issues, or slow internet connectivity at the bidder's end.
 - (v) Bidders should note that no assistance may be provided during the Committee proceedings for resolution of individual technical or connectivity issues, and any such issue may result in non-participation.
 - (vi) The authority reserves the right to cancel, reschedule, or modify the selection process at any stage without assigning any reason and without any liability.

4.4. Role of HVPNL

Haryana Vidyut Prasaran Nigam Limited (HVPNL), being the nodal agency, shall facilitate grid connectivity for evacuation of power from the projects as per this document. HVPNL shall coordinate with the Planning Wing of the DISCOMs for grant of feasibility, based on the application submitted by the developer, in accordance with the applicable electricity laws.

5. OTHER PROVISIONS

5.1. Other Provisions:

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

- a) NOC from village Gram Panchayat;
- b) NOC from District Fire Officer;
- c) Approval from Town & Country Planning;
- d) Clearance from State Inspector of Boilers;
- e) Clearance from Chief Electrical Inspector; or any other agency.
- f) No Objection (NOC) / Environmental clearance (if applicable) for the Project.
- g) Forest Clearance (if applicable) for the land for the Project.
- h) Approval for Water from the concerned authority (if applicable) required for the Project.
- i) Responsibility for getting HVPNL/DISCOMs.. Grid Connectivity & getting Long Term Access (LTA) for the Project, as applicable.
- j) Any other clearances as may be legally required, in order to establish and operate the Project.

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

5.2. General Design of the Facility:

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

The Bidder shall ensure that the Facility at all times:

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

5.3. SCADA Communication Point

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

6. FORMATS FOR BID SUBMISSION

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

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

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

FORMAT-6.1
Covering Letter

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

Reference No:

Date:

From

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

To

DIRECTOR

Haryana Renewable Energy Development Agency (HAREDA)
(Department of New & Renewable Energy, Haryana)
AkshayUrjaBhawan, Sector-17, Panchkula
Email:hareda@chd.nic.in

Sub: Response to RfP No. _____ dated _____ for purchase of power through e-tender process from Paddy Straw/stubble-based, Biomass Power Projects of a total of 200 MW (9.9 MW to 25 MW each) capacity on “Build, Own & Operate” (BOO) basis in Haryana State.

Dear Sir,

We, the undersigned.....[insert name of the “Bidder”] having read, examined and understood in detail the RfP No. _____ dated _____ & Addendums thereto, if any, including Qualification Requirements in particular, terms and conditions of the PPA for supply of power for **25 years** from COD of the project to HAREDA/ HPPC and hereby submit our response to RfP. We confirm that in response to the aforesaid RfP, neither we nor any of our Ultimate Parent Company/Parent Company/Affiliate/ has submitted response other than this response to RfP, directly or indirectly, in response to the aforesaid RfP (as mentioned in Format 6.8 under Disclosure). We are submitting application for the development of our Paddy Straw fuel based Power Project as under:

Note 1: The bidder must ensure the project capacity mentioned is between 9.9 MW to 25 MW for all Projects.

Note 2: Delete/ Insert the rows as applicable and accordingly fill:

Sl. No.	RE technology as per HERC RE Regulations 2021	Offered Capacity (in MW)	Proposed Location of project (Village, District)
	For eg. Biomass (air Cooled – TG, 100% Paddy Straw)		

1. We give our unconditional acceptance to the RfP dated _____, PPA and Addendums thereto, if any. In token of our acceptance to the RfP and PPA along with the amendments and clarifications issued by HAREDA HPPC, we are submitting No Deviation Certificate, on stamp paper duly notarized, as per Format 6.9 enclosed with the

response to RfP. We shall ensure that the PPA is executed as per the provisions of the RfP, and provisions of PPA shall be binding on us. Further, we confirm that the Project shall be commissioned within 24 months from the date of execution of the PPA. If a bidder is unable to complete the project within the prescribed timeline, the Director of Haryana Renewable Energy Development Agency (HAREDA) shall have the authority to grant an extension of time, subject to submission of valid reasons by the bidder and acceptance of the same by HAREDA.

2. Earnest Money Deposit (EMD): - (Please read Section 3.7 carefully before filling) we have enclosed EMD of Rs... (Insert Amount) in the form of bank guarantee no.....[Insert bank guarantee number] dated [Insert date of bank guarantee] as per Format 6.3A from [Insert name of bank providing bank guarantee], Payable at Panchkula/Chandigarh and valid upto.....in terms of Section 3.7 of this RfP. The total capacity of the Paddy Straw fuel based Power Project offered by us is MW.
3. We hereby declare that in the event our Project gets selected and we are not able to submit Bank Guarantee of the requisite value(s) towards Performance Bank Guarantee for the Project within due time as mentioned in 3.7, respectively on issue of LOI by HAREDA for the Project and/or we are not able to sign PPA with HPPC within 45 days from date of issue of LOI or acceptance of LOI (within 15 days from date of issue of LOI), HAREDA/ HPPC shall have the right to encash/forfeit the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.
4. We have submitted our response to RfP strictly as per Section – 6 (Formats) of the RfP, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. We hereby declare that during the selection process, in the event our Project happens to be the last Project and HAREDA offers a capacity and such offered capacity is greater than or equal to 50% of our quoted capacity, we shall accept such offered capacity.
6. Acceptance: We hereby unconditionally and irrevocably agree and accept that the decision made by HAREDA/HPPC in respect of any matter regarding or arising out of the RfP shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
7. Familiarity with Relevant Indian Laws & Regulations: We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to RfP, execute the PPA in the event of our selection as Successful Bidder.
8. In case of our selection as the Successful bidder and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us, then we shall ensure that our shareholding in the (special purpose vehicle) SPV/project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to one (1) year from the COD, except with the prior approval of HAREDA/ HPPC. We shall infuse necessary equity to the requirements of RfP. Further we will submit a Board Resolution prior to signing of PPA with HPPC, committing total equity infusion in the SPV as per the provisions of RfP.
9. We hereby undertake that in the event of our project is selected, we shall be solely responsible for getting the connectivity on or before SCOD. In the event of delay in commissioning, the provisions of Section 3.7 & 3.11 of the RfP/ relevant Articles of PPA shall be applied. Further, the project shall not be considered as commissioned unless the connectivity with Discom/HVPLN grid is established and HAREDA or the authority/agency designated by HAREDA issues certificate of commissioning.
10. We are submitting our response to the RfP with formats duly signed as desired by you in the RfP online for your consideration.

11. It is confirmed that our response to the RfP is consistent with all the requirements of submission as Stated in the RfP, including all clarifications and amendments and subsequent communications from HAREDA.
12. The information submitted in our response to the RfP is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfP.
13. We confirm that all the terms and conditions of our Bid are valid up to (.....Insert date in dd/mm/yyyy) for acceptance (i.e. a period of one hundred eighty (180) days from the last date of submission of response to RfP).
14. Contact Person
 Details of the representative to be contacted by HAREDA are furnished as under
 Name:.....
 Designation:
 Company:.....
 Address:.....
 Phone Nos.:.....
 Mobile Nos.:
 Fax Nos.:
 E-mail address:
 GST No.
15. We have neither made any Statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Successful Bidder's event of default under PPA and consequent provisions of PPA shall apply.
16. We confirm that no insolvency or bankruptcy case has been filed against/by us or any of our Affiliates/Parent.

Thanking you,

Dated theday of, 20...

Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board)

Annexure to Format – 6.1

Part 1

Sr. No.	Capacity (in MW)	Location (Code)	Location description	Name of Substation/ Voltage Level

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

Annexure to Format – 6.1

Part 2

Summary of Bidding Capacity & Compliance to RfP

Sr. No.	Generation Plant Location	Offered Capacity in MW
1.		_____MW
2.	Details of EMD submitted (Amount, Issuing Bank/utility. Validity, Claim Period etc.)	
3.	Details of cost of RfP Document remitted (amount, UTR No., Date of transaction, etc.)	
4.	Details of Bid Processing Fee remitted (Amount, UTR No., Date of transaction etc.)	

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

FORMAT- 6.2

Format for Power of Attorney

(Applicable only in case of Consortiums)

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

Power of Attorney

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

Know all men by these presents that M/s.....having its registered office atand M/s having its registered office at (Insert names and registered offices of all Members of the Consortium),the Members of Consortium have formed a Bidding Consortium named (Insert name of the Consortium, if finalized) (hereinafter called the Consortium*) vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws ofand having its Registered /Head Office 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 No._____ dated _____.

We also authorize the said Lead Member to undertake the following acts: i) To submit on behalf of Consortium Members response to RfP. ii) To do any other act or submit any information and document related to the above response to RfP Bid.

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

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

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

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

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

(Name, Designation, Place, Date)

Accepted

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

Attested

(Signature of the executant)

(Signature & stamp of Notary of the place of execution

Place: -----

Date: -----

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

FORMAT- 6.3 A

Format for Bank Guarantee against Earnest Money Deposit

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

Ref. Bank Guarantee No.

Date:

In consideration of the [Insert name of the Bidder] (here in after referred to as 'Bidder') submitting the response to RfP inter alia for selection of the Project of the capacity of MW [Insert Project capacity proposed] for Procurement of up to 200 MW of Power from Grid- Connected Paddy Straw Fuel based Power Projects for long term basis, in response to the RfP No. _____ dated _____ and Addendums thereto, if any, issued by O/o Director , Haryana Renewable Energy Development Agency, Panchkula (hereinafter referred to as HAREDA) and HPPC 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 HAREDA payable at Panchkula/Chandigarh forthwith on demand in writing from HAREDA or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees[Insert amount not less than that derived on the basis of Rs. 12 Lakhs per MW of capacity proposed, only, on behalf of M/s..... [Insert name of the Bidder].

This guarantee shall be valid and binding on this Bank up to and including[insert date of validity in accordance with Section 3.7.4 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 Section 3.7.4 of this RfP]. HAREDA shall be entitled to invoke this Guarantee till..... [Insert date of validity in accordance with Section 3.7 of this RfP].

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

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

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

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

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly HAREDA shall not be obliged before enforcing this BANK GUARANTEE to

take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by HPPC or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

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

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

Signature

Name

Power of Attorney No.

For

[Insert Name of the Bank]

E-mail ID of the Bank:

Banker's Stamp and Full

Address

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

Notes:

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

Name of Bank : _____

Bank Account No.: _____

IFSC Code : _____

Email: hareda@chd.nic.in

FORMAT- 6.3 B

Format for Performance Bank Guarantee for Biomass/Cogeneration Power Project

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

In consideration of the [Insert name of the Successful Bidder] (here in after referred to as Successful Bidder) submitting the response to RfP inter alia for selection of the Project of the capacity of MW, at [Insert name of the place] for purchase of power there from on long term basis, in response to the RfP no. _____ Dated _____ and Addendums thereto, if any, issued by Haryana Renewable Energy Development Agency. (hereinafter referred to as HAREDA) and HPPC considering such response to the RfP of[insert the name of the Successful Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Biomass/Cogeneration Power Project of the Successful Bidder and issuing Letter of Intent No to(Insert Name of Successful Bidder) as per terms of RfP and the same having been accepted by the selected bidders resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from Successful Bidder/M/s {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfP, the[insert name & address of bank] here by agrees unequivocally, irrevocably and unconditionally to pay to HAREDA payable at Panchkula/Chandigarh forth with on demand in writing from HAREDA or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees..... [Total Value] only, on behalf of M/s [Insert name of the Successful Bidder(s)]

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

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

Our Guarantee shall remain in force until..... (Insert validity date being upto 6 months from SCOD) and HAREDA shall be entitled to invoke this Guarantee till (claim period of 1 year from validity of PBG)

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

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

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

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

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

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

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

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

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

SignatureName.....Power of Attorney No.

For

[Insert Name of the Bank]

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

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

Witness:

1. Signature

Name and Address:

2. Signature

Name and Address

Notes:

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

Name of Bank : _____

Bank Account No.: _____

IFSC Code : _____

Email :hareda@chd.nic.in

FORMAT-6.4

Format for Board Resolution

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

1. **RESOLVED THAT** Mr./Ms. _____ be and is hereby authorized on behalf of the Company/Consortium to perform all acts, deeds, and things necessary in connection with or incidental to our response to the RfP bearing No. _____ dated _____, including any addendums thereto, for purchase of power through the e-tender process from ___ MW grid-connected paddy straw fuel-based power projects. The authorized person shall be empowered to sign and submit all documents, provide information and responses to the RfP to the Haryana Renewable Energy Development Agency (HAREDA), represent us in all matters before HAREDA, and generally deal with HAREDA in all matters relating to our bid for the said project. (To be provided by the Bidding Company or the Lead Member of the Consortium)

2. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. **(To be provided by the Bidding Company).**

3. **RESOLVED THAT** the approval of the Board be and is hereby accorded to M/s _____ [bidding company/consortium member(s)] to use the Financial Capability credentials of M/s _____ (Parent/Affiliate) for meeting the Qualification Requirements of HPPC's RfP No. 109/HPPC/BIOMASS/LTP-III/Biomass/100MW dated 07.12.2023. Further resolved that M/s _____ (Parent/Affiliate) undertakes to contribute required equity funding and performance bank guarantees in case M/s _____ [Bidding Company /consortium member(s)] fails to do so in accordance with the RfP. **(To be provided by the Parent/Affiliate whose financial credentials have been used).**

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

4. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest (----%) equity [Insert the % equity commitment as specified in Consortium Agreement] in the Project. **(To be provided by each Member of the Bidding Consortium including Lead Member such that total equity is 100%)**

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

6. **FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium

Agreement datedexecuted by the Consortium as per the provisions of the RfP.
[To be passed by the Lead Member of the Bidding Consortium]

Certified true copy

.....
.....

(Signature, Name and stamp of Company Secretary)

Notes:

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

FORMAT- 6.5

Format for Consortium Agreement

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

This Consortium Agreement (“Agreement”) executed on this day of _____ 20____ between M/s [insert name of Lead Member], a Company incorporated under the laws of..... and having its Registered Office at..... (hereinafter called the “Member-1”, which expression shall include its successors, executors and permitted assigns) and M/s....., a Company incorporated under the laws ofand having its Registered Office at.....(hereinafter called the “Member-2”, which expression shall include its successors, executors and permitted assigns), M/s....., a Company incorporated under the laws of.....and having its Registered Office at.....(hereinafter called the “Member-n”, which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfP execution of Power Purchase Agreement (in case of award), against RfP No. _____ dated _____ and Addendums thereto, if any, issued by Haryana Renewable Energy Development Agency (HAREDA) a Company incorporated under the Companies Act, 1956 or Companies Act, 2013 as applicable, and having its Registered Office at.....

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

WHEREAS HAREDA desires to purchase power from total 200 MW (9.9 MW to 25 MW each) grid connected Paddy Straw Fuel based Power Projects to be setup anywhere in Haryana through e tendering.

WHEREAS, HAREDA 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 HAREDA 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- n and to submit the response to the RfP.
2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually

liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.

5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

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

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

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Successful Bidder achieves Financial Closure in terms of the PPA.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Bank Guarantee in favour of HAREDA in terms of the RfP.
12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by HAREDA.
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfP.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of HAREDA.
15. This Agreement

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

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

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

For M/s.....

[Member 1]

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

Dated.....) Witnesses:

1) Signature.....

Name:.....

Address:

2) Signature

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

For M/s.....

[Member 2].....

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

Dated.....) Witnesses:

1) Signature.....

Name:.....

Address:

Name:.....

Address:.....

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

The Director /HAREDA,
 HAREDA, Akshay Urja Bhavan
 Sector-17, Panchkula

Sub: Bid for procurement of power from Paddy Straw Fuel based power projects on long term basis through tariff based competitive Bidding process in response to the RfP no. _____ Dt. _____.

Dear Sir,

We submit our Bid for the capacity of MW [Insert offered capacity in MW]; for which we submit details of our Financial Qualification Requirements.

Generation Plant	Capacity
01	
Total	_____MW

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

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

Sl. No.	Description	Select any one (whichever is applicable)
1.	Audited Annual Accounts of FY 2023-24 OR	Applicable/ Not Applicable
2.	Audited Annual Accounts of FY 2024-25 OR	Applicable/ Not Applicable
3.	Net-worth as on day(dd/mm/yyyy) (not more than seven (07) days prior to the due date of bid submission)	Applicable/ Not Applicable

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

Exhibit (i): Applicable in case of Bidding Company

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

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

	Total Net Worth			

Note:

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

Exhibit (ii): Applicable in case of Bidding Consortium

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

(i) Name of Member :

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

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

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

Note:

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

3. For the Qualification Requirements, if data is provided by the Bidder Company in foreign currency, equivalent rupees of Net-worth will be calculated as per note (v) of Clause 3.4.6.

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

Signature and Stamp of
Statutory Auditor)

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

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

We certify that the *Bidding Company / *Member in the Bidding Consortium _____ [Name of Bidding Company or Bidding Consortium] has an Annual Turnover of Rs. _____ (Rupees _____) during Financial Year 2023-24 OR FY 2024-25. (*Strike out if not applicable).

Exhibit (i): Applicable in case of Bidding Company

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

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

Note:

1. In cases where the Bidding Company is giving its own turnover, the bidder has to fill its own company name in column (2), "Self" in column (3) and turnover in column (4).

2. The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship as on seven (7) days prior to the Bid submission, duly certified by the company secretary/ statutory auditor is required to be attached with the format.

Exhibit (ii): Applicable in case of Bidding Consortium

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

(i) Name of Member :

(ii) Annual Turnover to be met by Member : Crore

in Proportion to the Equity Commitment (Equity Commitment (%) * Rs [.....] Crore)

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

Name of Consortium Member Company	Name of Company/ Parent/ Affiliate/ Consortium Member whose Net-worth	Relationship with Bidding Company*(Parent/ affiliate)	Indicate Financial Year OR the day not more than seven (07) days prior to	Annual Turnover (Rs. In Crore) of the Consortium Member	Equity Commitment (in % & age) In Bidding Consortium	Committed Net Worth (in Rs. Crore)

	is to be considered		the due date of bid submission	Company		
1	2	3	4	5	6	7
Company 1						
Company 2						
Total						

Note:

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

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

(Signature and Stamp of Statutory Auditor)

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

We certify that the *Bidding Company / *Member in the Bidding Consortium _____ [Name of Bidding Company or Bidding Consortium] has a Profit Before Depreciation Interest and Taxes (PBDIT) of Rs. _____ (Rupees _____ in words) as on 31.03.2024 or 31.03.2025. (*Strike out if not applicable).

Exhibit (i): Applicable in case of Bidding Company

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

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

Note:

1. In cases where the Bidding Company is giving its own PBDIT, the bidder has to fill its own company name in column (2), "Self" in column (3) and PBDIT in column (4).
2. The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship as on

seven (7) days prior to the Bid submission, duly certified by the company secretary/ statutory auditor is required to be attached with the format.

Exhibit (ii): Applicable in case of Bidding Consortium

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

(i) Name of Member :

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

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

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

Note:

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

Note:

1. Since Bidder is required to meet any one of the requirements mentioned at Clause 3.4.7. Therefore, Bidder may fill either of Sr. No. (B) or (C) above.
2. Net worth/Turnover/PBDIT requirement to be met by a Member shall be in proportion to the equity commitment of the Member for the Project Company and in case of the bidder quoting from more than one generation plant, the requirement shall be computed and evaluated on the basis of the sum total of the capacities offered by the Bidder in its Financial Bid.
3. We are submitting in a separate sheet, details of computation of Net Worth, Annual Turnover & PBDIT duly certified by Statutory Auditor. The detailed sheet is enclosed at Appendix _____. We are enclosing the certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements and Bank Statement by bank and

other documents in support thereof for confirmation of balance in cash & bank as per the stipulations of RfP as under:

Sr. No.	Document Description	Enclosed at Appendix

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

(Signature and Stamp of Statutory Auditor)

Date:

Note:

1. Bidders are advised in their own interest to furnish the detailed computation sheet by statutory auditor for determination of Net Worth/Turnover/PBDIT along with supporting documents referred therein as per the requirements of RfP without which no claim for Net worth shall be considered.
2. For the Qualification Requirements, if data is provided by the Bidder Company in foreign currency, equivalent rupees of Net worth will be calculated as per note (v) of Clause 3.4.6

Note:

1. Bidders are advised in their own interest to furnish the detailed computation sheet by statutory auditor/ certified chartered Accountant for determination of Net Worth/Turnover/PBDIT along with supporting documents referred therein as per the requirements of RfP without which no claim for Net worth shall be considered.

FORMAT- 6.7

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

To,

Date:-

The Director /HAREDA,
HAREDA, Akshay Urja Bhavan
Sector-17, Panchkula

Sub: Bid for procurement of power from Paddy Straw Fuel based power projects on long term basis through tariff based competitive bidding process in response to the RfP no. _____ Dt. _____.

Dear Sir,

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

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

FORMAT- 6.8

Format for Disclosure

[On the letter head at Bidding entity/each Member at Bidding consortium]

Disclosure

To,

Date:-

The Director /HAREDA,
HAREDA, Akshay Urja Bhavan
Sector-17, Panchkula

Sub: Response to Bid for procurement of power from Paddy Straw Fuel based power projects on long term basis through tariff based competitive bidding process in response to the RfP No. _____ dated _____.

Dear Sir,

We hereby declare and confirm that only we are participating in the RfP Selection process for the RfP No. _____ dated _____ and Addendums thereto, if any and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

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

We further declare that we have read the provisions and in case of us being selected under this RfP, any of the above certificates is found false, HAREDA shall take appropriate action as deemed necessary.

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

Dated.....

Yours faithfully,

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

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

Tel. #:

E-mail address#

FORMAT- 6.9

No Deviation Certificate

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

To,

Date:-

The Director /HAREDA,
HAREDA, Akshay Urja Bhavan
Sector-17, Panchkula
Email :hareda@chd.nic.in

Subject: RfP for long term procurement of power through tariff based competitive bidding from Paddy Straw Fuel based power projects plants established/to be established anywhere in Haryana - No Deviation Certificate –reg.

Ref: RfP No. _____ dated _____

Dear Sir/Madam,

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

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

Further, we agree that the entire work for development, Construction, O&M alongwith arrangement of fuel for Biomass /Cogeneration power project shall be performed as per the provisions of RfP document.

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

Thanking
you,

Yours faithfully,

Place:

(Name of authorized representative of the bidder)

Date:

(Signature and Seal)

FORMAT-6.10

Format for Clarifications/Amendments on the RfP / RfP Documents

(To be prepared in .xls format)

RfP No. _____ dated _____

Sr No.	Name of the Docume nt	Clause No. and Existin g Provisi on	Clarificati on required	Suggeste d text for the amendme nt	Rationale for the Clarificati on or Amendme nt

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

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

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

FORMAT- 6.11

Financial Proposal Covering Letter

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

To,

[Date and Reference]

The Director /HAREDA,
HAREDA, Akshay Urja Bhavan
Sector-17, Panchkula

Sub: Response to RfP No. _____ - dated _____ for purchase of power through e tender Process) from total 200 MW (9.9 MW to 25 MW each) Grid connected Paddy Straw fuel based power projects located anywhere in Haryana.

Dear Sir,

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

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

(Authorized Signatory
and Seal)

Name:

Designation:

Note:

1. There can be only discount in percentage. If the bidder quotes two discount in percentage, then the bid shall be considered as non-responsive.
2. The Financial Bid is to be uploaded in the e bidding portal of ISN-ETS and no hard copy of the same is to be sent to this office.
3. If the bidder submits the financial bid in the Electronic Form at **https://www.....com** not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.
4. Conditional proposal shall be considered as non-responsive and summarily rejected.
5. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
6. Percentage discount shall be quoted in multiple of one. For example, 1%, 2%, 3% and so on. Minimum percentage discount to be quoted is 1%.
7. The Financial bid is not to be mentioned anywhere other than the Electronic Form and only the financial bid mentioned in the Electronic form will be considered for further evaluation.

Annexure A Check List for Submission of Bids

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

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

Annexure-B

Check list for Bank Guarantees

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

Annexure C

Special Instructions to Bidders for e-Tendering

General

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

Tender Bidding Methodology:

Sealed Bid System: *Single Stage Two Envelope*

The sealed bid system would be followed by an 'e-Tender

Broad Outline of Activities from Bidder's Perspective:

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

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

Digital Certificates

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

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

Registration

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

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

Important Note: To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under „ETS User-

Guidance Center” located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to “Essential Computer Security Settings for Use of ETS” and “Important Functionality Checks” should be especially taken into cognizance.

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

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

Special Note on Security and Transparency of Bids

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

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

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

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

Sharing of Pass-Phrase by Bidders to HAREDA:

The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to Haryana Renewable Energy Development Agency (HAREDA) on letter head of the Bidder clearly mentioning the RfP No. and Technical/Financial Bid in a two sealed

envelopes (separately sealed for technical and financial bid-part) before the start date and time of the Tender Opening Event (TOE).

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

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

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

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class-III, well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [i.e. a department within the

Supplier/Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

Note: Details of the payment of cost of Official copy of RFS document shall be submitted as per Annexure to Format – 6.1 -- Part 2

5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)

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

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

NOTE:

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

Vendors Training Charges (Per Participant)	Rs. 5,000/- (plus GST @ 18.00 %)
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Additional DO'S AND DON'TS FOR BIDDERS Participating in e-tender process

1. Bidders should ensure that their concerned officials are properly trained and familiar with the e-tendering process and Committee-based selection procedure well in advance.
2. For participation in the bidding process, the relevant RfP and bid documents must be carefully studied, including all rules, terms, and evaluation criteria specified by the authority.
3. Bidders shall ensure timely submission of all required documents and compliance with the instructions mentioned in the RfP and on the e-tender portal.
4. It is recommended that bidders submit their responses well before the closing time of the bid submission. Delay in submission may lead to non-acceptance due to issues such as slow internet speed, system delay, or other technical reasons at the bidder's end. The authority shall not be responsible for such delays.
5. Successful submission of the bid shall be considered only when the bid is properly received and validated in the system within the stipulated time. Any submission after the deadline shall not be accepted.
6. Bidders shall ensure that all required documents and final submissions are duly signed and complete before submission.

Annexure – D

Terms & Conditions of Selection Process

After opening of financial bids and qualification of bidders, the selection process shall be carried out through Committee proceedings for negotiation of quoted rates, in accordance with the RfP document, including all addenda, corrigenda, amendments, and clarifications issued from time to time. Bidders are advised to read the entire document carefully. The terms and conditions mentioned herein are indicative and supplementary in nature.

1. Bidders shall ensure their participation in the Committee proceedings at the scheduled time and venue (physical/online, as specified). The bidders shall be responsible for ensuring proper arrangements for participation.
2. No request for extension of time shall be entertained during the selection/Committee proceedings. Bidders shall ensure availability as per the communicated schedule. The authority shall not be responsible for non-participation due to any reason, including technical or logistical issues at the bidder's end.
3. Bidders are advised to be fully aware of the bidding and evaluation process and clarify all doubts related to the RfP well in advance of the Committee proceedings.
4. The business rules, evaluation criteria, and negotiation methodology shall be as specified in the RfP document or as decided by the competent authority.
5. Any attempt by a bidder to influence the process, including cartel formation or collusion, shall render the bid liable to rejection at the sole discretion of the authority.
6. The authority reserves the right to cancel, reschedule, or modify the selection process at any stage without assigning any reason and without any liability.
7. Bidders shall maintain confidentiality of all information related to the bidding process, including bid details, evaluation, and negotiations.
8. The validity of prices quoted during the financial bid shall remain valid for the entire period specified in the RfP.
9. Bidders should also note that:
 - a. There may be a time gap between submission of responses and system updates; therefore, bidders should avoid last-minute submission of documents or responses.
 - b. All bidders shall maintain confidentiality regarding the process, evaluation, and negotiations.
 - c. The final selection and price determination shall be based only on the outcome of the Committee proceedings.
 - d. All official communication and clarifications shall be routed only through the designated authority mentioned in the RfP.
 - e. Post-selection activities such as issuance of Letter of Intent (LOI) and signing of Power Purchase Agreement (PPA) shall be carried out directly between the successful bidder(s) and Haryana Renewable Energy Development Agency / concerned authority.
 - f. In case of any issue during the selection process, bidders shall contact the designated authority as specified in the RfP.
 - g. The authority shall not be responsible for any technical, connectivity, or system-related issues at the bidder's end.
 - h. No assistance shall be provided during the Committee proceedings for resolution of bidder-side technical issues, and non-participation due to such issues shall be the bidder's responsibility.

DRAFT MEMORANDUM OF UNDERSTANDING BETWEEN HARYANA RENEWABLE ENERGY DEVELOPMENT AGENCY AND M/S _____ FOR THE IMPLEMENTATION OF PADDY STRAW BASED BIOMASS POWER GENERATION PROJECT OF _____MW CAPACITY IN HARYANA

This Deed of Memorandum of Understanding (MoU) made this day on _____ in the year _____ between the Haryana Renewable Energy Development Agency acting through Director, Haryana Renewable Energy Development Agency having its registered office at Institutional Plot No.1, Sector-17, Panchkula (hereinafter referred to as "HAREDA," which expression shall unless repugnant to the context or meaning thereof, include its successors and assignees) of the ONE PART

AND

M/s _____ having its registered office at _____ (hereinafter referred to as "Company" which expression shall unless repugnant to the context or meaning thereof, include its successors, executors, administrators, representatives and permitted assignees) of the OTHER PART

Whereas the HAREDA has decided, in line with the policy guidelines as issued vide Haryana Govt., New & Renewable Energy Department Notification No. 19/06/2018-5P dated 09th March, 2018 for promoting generation of energy from the surplus biomass in the State to allow the setting up of Biomass Power Generation Project (hereinafter referred to as "The Said Project") on build operate and own (BOO)/build, operate, own and transfer (BOOT) basis in private sector/assisted/joint sector and has invited proposals for investment in such projects inter alia _____ project in _____ district (Haryana), of the capacity of _____ MW;

AND WHEREAS the Company has decided to set up the said project as well as provide transmission system associated therewith for the evacuation of power as per requirements of concerned Power Utilities/Licensee as given in the policy on Promoting Generation of Electricity through 100% Paddy straw Based Power Plants.

AND WHEREAS HAREDA and the Company have held discussions and the Company has agreed for the implementation of the said project and is desirous of reducing in writing the terms and conditions of the said understanding;

NOW THIS MEMORANDUM OF UNDERSTANDING BETWEEN THE PARTIES HERETO WITNESSETH AS FOLLOWS:-

1. The Company is desirous of and have submitted its offer to the HAREDA alongwith pre-feasibility study for the implementation of the said project at site Village-_____ in District of _____ of Haryana,
2. The HAREDA has accepted the proposal of the Company in pursuance of Letter of Intent (LOI) issued vide memo No. _____ dated _____ and has agreed in principle to facilitate the Company to implement the said project subject to approval of its Detailed Project Report by the HAREDA.
3. The HAREDA agrees to the extent possible to provide to the Company copies of all available documents, data, information and report relating to the said project, including copies of all investigations and studies, if any, carried out by it.

4. The Company agrees that it shall not sublet/ transfer its rights and benefits accrued under this MoU to any other party without the prior approval of the Director, HAREDA.
6. The Company after being satisfied with the technical feasibility and economic viability of the said project, will make all suitable arrangements for financing the cost of the said Project.
7. The Company agrees that they shall implement the said project keeping in view all stipulated quality control measures as well as safety standards as prescribed by all competent authorities from time to time for execution of renewable energy based power projects and shall achieve all the physical as well as financial parameters of the said project (with particular reference to the quantities of various items as well as the associated costs thereof etc.) as given in the approved Detailed Project Report. The Company shall allow access to the authorized representative(s) of the HAREDA or other Government representatives to all the locations of the said project to ensure compliance in this respect.
8. The Company shall ensure that while preparing detailed project report or implementing the said project, the said project will not affect any public utility service/ scheme such as drinking water, irrigation scheme, approach path/road etc. The HAREDA shall not be responsible for any consequences on that account.
9. The total time for the commissioning of the said project will be **24 months** from the date of signing of the PPA. This is the period for which this MoU shall remain effective and this could be extended by Chairman, HAREDA on receipt of written request on the grounds of circumstances beyond the control of the company with penalty as detailed in clause no.11 of this MoU.
10. After signing of MoU, the Company is required to prepare Detailed Project Report (DPR) of the said project within 20 days time and submit the same to the HAREDA for its approval. Technical Evaluation Committee will examine the DPR within 15 days and clarifications, if any, will be furnished by the Company within next 7 days and outcome of DPR will be conveyed by HAREDA within next one week. If the Company fails to prepare the DPR to the entire satisfaction of the HAREDA within 20 days of issuance of such letter from the HAREDA, then HAREDA shall be free to exercise its option to cancel the approval granted by it for the preparation of DPR and it will rescind the MoU. In such case, the State Government on recommendation of the HAREDA shall be free to allocate this site to any other Company. This time period could be extended by the Director, HAREDA on receipt of written request from the Company in case of reasons for not submitting the DPR have been found beyond the control of the Company.
11. In the event of approval of the DPR, the Company agrees to deposit performance security deposit @ Rs.10.0 lac per MW (Rs.2.00 lac in the shape of DD and Rs.8.00 lac in the shape of BG valid for 36 months) within 15 days. Extension in this regard may be granted by the Director, HAREDA on receipt of request for extension with valid reasons, for maximum two months, failing which the approval shall stand cancelled. Thereafter, HAREDA will enter into an Memorandum of Understanding(MOU) with the IPP for prescribed time frame for execution of the project (i.e 24 months from the date of signing of PPA), extension and penalties for delay etc. Within 15 days time. The security deposit will be refunded without interest, if the project is implemented within the prescribed time frame. In case of delay, extension will be allowed by the Director, HAREDA only for the projects where atleast 50% of the project cost has been incurred to implement the projects on ground with penalty in the following manner:
 - i. First extension of six months with penalty of 10% of the PSD amount.
 - ii. Second extension of three months with penalty of 15% of the PSD amount.
 - iii. Third extension of three months with penalty of 25% of the PSD amount.
 - iv. In cases where less than 50% of the project cost has been incurred at the end of 36 month, the entire security deposit will be forfeited with no obligation on the State to buy the power from such projects.

12. The Company shall complete financial closure of the said project within 12 months from the execution of the PPA or within ten months of signing the MoU (whichever is earlier).

The injection of power will have to be carried out at as per latest HERC regulations.
13. Neither party shall be considered to be in default under this MoU for breach of any of the terms thereof due to the imposition of onerous restrictions and regulations by Central/ State government or any statutory authority or any agency or other cause beyond its reasonable control.
15. 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 MoU. The parties agree to negotiate and enter into such agreements as may be required to give effect to the understanding reached herein.
16. The Company shall provide all necessary information and documents to HAREDA, necessary for filing of application to the Ministry of New & Renewable Energy, Government of India/Haryana Government, as the case may be, for claiming the various incentives /subsidies, as admissible, from time to time to such projects, for facilitating the early disbursement of the same by the concerned Departments./ Agencies to the Company.
17. PROVIDED ALWAYS and it is hereby expressly agreed to if at any time, there shall arise any dispute, doubt, difference or question with regard to the interpretations or in respect of the rights, duties and liabilities of the parties hereto in any way touching upon or arising out of or otherwise in relation to this MoU every such dispute, doubt, difference or question shall be required to be referred to a third party in accordance with the provisions of the Arbitration and Reconciliation Act, 1996 as amended from time to time. All legal proceedings, if any, relating to the agreement shall be subjected to the territorial jurisdiction of competent civil courts at Chandigarh.
18. In case the Company or the HAREDA does not find the said project to be feasible from techno-economic consideration or from any other aspect, or the Company does not implement the said project due to any other reasons whatsoever, the Company shall hand over to the HAREDA all the said project reports and any other connected documents/ data as may have been collected and/ or prepared by the Company during the course of investigations.
19. The Company shall bear the stamp duty on the execution of this MoU.

IN WITNESS WHEREOF the parties hereto have set their hands unto this on the day, month and year first above

For and on behalf of
Haryana Renewable
Energy Development Agency

For and on behalf of the Company

Signature _____
Date _____
Name _____

M/s _____
Signature _____
Date _____
Name _____
Designation _____

Director, Haryana Renewable Energy
Development Agency

Witnesses

Witnesses

1. Signature _____
Date _____

1. Signature _____
Date _____

Name _____
Designation _____

2. Signature _____
Date _____

Name _____
Designation _____

Name _____
Designation _____

2. Signature _____
Date _____

Name _____
Designation _____

Draft
POWER PURCHASE AGREEMENT (PPA)
FOR
SUPPLY OF UPTO.....MW OF POWER
FROM PADDY STRAW FUEL BASED POWER PROJECT AT VILLAGE _____,
DISTRICT _____, HARYANA
BY
M/s
WITH
HARYANA POWER PURCHASE CENTRE, PANCHKULA

THIS POWER PURCHASE AGREEMENT [the "Agreement"] is made on the
.....
day ... of. 20.... at Panchkula.

BETWEEN

Haryana Power Purchase Centre a joint forum of UHBVN & DHBVN, having its registered office at 4th Floor UHBVN Building, IP 3 & 4, Sector 14 Panchkula (hereinafter referred to as "**HPPC or Procurer**"), as the case may be, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the '**FIRST PART**'.

AND

M/s, a company incorporated under the Companies Act 1956/2013, having its registered office at (herein after referred to as "Seller" or "Power Developer" or "Generator", as the case may be, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the '**SECOND PART**';

Seller and HPPC are individually referred to as 'Party' and collectively referred to as 'Parties'.

WHEREAS, the Seller proposes to operate & maintain _____ MW Paddy straw fuel based Power Plant, (hereinafter called '**Project**') at VPO, _____ in the State of Haryana for sale of power generated from the Project. The Seller is desirous to sell electric power upto ___ MW from its Project to HPPC in accordance with the terms & conditions of this Agreement;

AND WHEREAS HPPC, on behalf of UHBVNL & DHBVNL, desires to procure electric energy generated in the Seller's facility upto _____ MW upon the terms & conditions set forth herein.

AND WHEREAS:

- A. Haryana Electricity Regulatory Commission (hereinafter referred as "**HERC**") vide Notification No. **HERC/Secy./Reg./55**, dated **03.06.2011**, has notified the Haryana Electricity Regulatory Commission (Renewable Purchase Obligation and its compliance) Regulations, 2011 and amendments/re-enactments, notified thereafter, for the promoting the biomass/cogeneration Power in the State of Haryana.
- B. HAREDA vide RfP No. _____ dated _____ has floated RfP for purchase of 200 MW power from Paddy Straw Fuel based power project through e-Tender process from grid connected Power Projects.

- C. **[Insert Name of the Selected Bidder]**, has been declared as a successful bidder under the RfP _____ dated _____ issued by HAREDA for selection of Paddy Straw Fuel based Power Developers for development of MW Power Project.
- D. HAREDA has issued the Letter of Intent (LOI) having No] dated..... to the [Selected Bidder] for purchase of upto.....MW capacity from its Paddy Straw Fuel based Power Project of..... MW which is [set up/ under construction] at village.....District..... Haryana, from where the Selected Bidder has agreed for sale of electrical energy/Power, so produced, to HPPC [***Strike out whichever is not applicable**].
- E. The Selected Bidder or the Special Purpose Vehicle, established by the Selected Bidder, as the case may be (hereinafter referred to as 'Seller') shall set up/is being set up (**strike out which ever is not applicable**) the Power Project of..... MW capacity based on technology having water cooled/air cooled condenser &Vibrating grate boiler.
- F. M/s (Seller) has provided to HPPC, Performance Guarantee for Rs _____with a validity of____ months.
- G. The Seller has agreed to sign this Power Purchase Agreement with HPPC for sale of Power to HPPC, for **25 years** as per the terms and conditions set forth herein.
- H. The Parties have agreed that this Power Purchase Agreement shall be subject to the approval and adoption of tariff by the HERC.

NOW THEREFORE IN VIEW OF THE FOREGOING PREMISES AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, HPPC AND THE DEVELOPER, EACH TOGETHER WITH THEIR RESPECTIVE SUCCESSORS & PERMITTED ASSIGNS, HEREBY AGREE AS FOLLOWS:

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ARTICLE-1

DEFINITIONS AND INTERPRETATION

1.1 For all purposes of this Agreement, the following words and expressions shall have the respective meanings set forth as under:-

- 1) **“ACT”** shall mean the Electricity Act, 2003 and any rules, amendments, regulations, notifications, guidelines or policies issued there under from time to time.
- 2) **“Agreement”** shall mean this Power Purchase Agreement executed hereof, including the schedules hereto, amendments, modifications and supplements made in writing with the mutual consent of parties from time to time.
- 3) **“Auxiliary Consumption”** means in relation to a period in case of a generating station means the quantum of energy consumed by auxiliary equipments of the generating station, and transformer losses within the generating station, expressed as a percentage of gross energy generated at the Seller terminal of the generating station.
- 4) **“Billing Date”** Billing date shall be the date i.e. 5th day after the Metering Date.
- 5) **“Billing Period”** means the calendar month ending with the Metering Date. The first Billing Period shall commence with the Commercial Operation Date and end with the Metering Date of the succeeding month.
- 6) **“Business Day”** shall mean with respect to the procurer and seller, a day other than Sunday or a statutory holiday, on which the banks remain open for business in the State of Haryana.
- 7) **“Change in Law”** shall have the meaning assigned thereto in Article no.18.
- 8) **“Commercial Operation Date”** or **“COD”** shall be the date certified by the authority/agency designated by HPPC for this purpose upon successful commissioning of the full capacity of the Project and such date as specified in a written notice given at least 30 days in advance by the Successful Bidder to HPPC.
- 9) **“Commission”** means Haryana Electricity Regulatory Commission (HERC).
- 10) **“Contracted Capacity”** means the energy offered by the Seller for sale to HPPC, which shall be in _____ MW.
- 11) **“CEA”** means the Central Electricity Authority.
- 12) **“CERC”** means the Central Electricity Regulatory Commission.
- 13) **“Contract Year”** shall mean the period beginning from the commencement of supply of power and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that first Contract Year shall start from Commercial Operation Date of the Project and the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;
- 14) **“Delivery Point”** and **“Interconnection Point”** or **“Metering Point”** shall mean the point at which energy is fed/delivered into the GRID Sub-station of owned by UHBVN/DHBVN/HV PNL to which the Paddy Straw fuel based power project is connected through a dedicated transmission line. Metering shall be done at this interconnection point where power is injected into. For interconnection with grid and metering, the Successful Bidder shall abide by the relevant and applicable regulations/Grid Code notified by HERC, Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, and orders passed there under by the Appropriate Commission and CEA. All charges and losses relating to transmission of power from the project up to Delivery Point i.e. substation (including but not limited to open access, transmission, wheeling,

Unscheduled Interchange, Scheduling, Reactive power, SLDC charges etc.) as notified by the competent authority /HERC shall be borne by the Seller.

- 15) **“Delivered Energy”** means the kilowatt hours (kWhs) of electricity actually fed into the Grid system and measured by energy meters at Delivery Point in a Billing Period.
- 16) **“DISCOM”** means UTTAR HARYANA BIJLI VITRAN NIGAM (UHBVN) OR DAKSHIN HARYANA BIJLI VITRAN NIGAM (DHBVN) as may be applicable.
- 17) **“Due Date of payment”** Due date means the sixtieth (60th) day after a monthly energy bill or a supplementary bill is received by the Procurer through e-mail (or if such day is not a business day, the immediately succeeding business day) by which date such bill is payable by HPPC. For the purpose of determination of due date, the day 1 shall be the ‘X’ +1 day, where ‘X’ is the date of receipt of bill by the procurer.
- 18) **“Effective Date”** means the date of execution of this PPA.
- 19) **“Electricity”** shall mean the electrical energy in kilowatt hours.
- 20) **“Electricity Laws”** shall mean the Electricity Act, 2003 and the relevant rules, notifications, and amendments issued thereunder and all other Laws in effect from time to time and applicable to the development, financing, construction, ownership, operation or maintenance or regulation of Electric Generating Companies and Utilities in India, the rules, regulations and amendments issued by HERC from time to time.
- 21) **“Emergency”** means a condition or situation affecting either Nigam’s/DISCOM’s electrical system or the Grid System, including frequency variations beyond the technical limits, which threatens the safe and reliable operation of such system or which is likely to result in disruption of safe, adequate and continuous electricity supply by Nigam/DISCOM or the Grid System or could endanger life or property. Such certificate of emergency however shall be issued by SLDC to the Seller and HPPC.
- 22) **“Expiry Date”** shall mean the date occurring **twenty - five (25) years** from the Commercial Operation Date of the project.
- 23) **“Financing Agreements”** mean the agreements and documents (including asset leasing arrangements) entered/to be entered into between the Seller and the Financing Parties relating to the financing of the Project.
- 24) **“Financing parties”** shall mean the parties financing the Project, pursuant to financing document.
- 25) **“Financing Arrangements”** means arrangement of necessary funds by the Successful Bidder either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance;
- 26) **“Financial Closure”** means as mentioned in clause 3.10 of RfP.
- 27) **“Force Majeure Event”** shall have the meaning set forth in Article 17 of this PPA.
- 28) **“Grid Code”/ “IEGC” or State Grid Code”** shall mean the Grid Code specified by the Central Commission under Clause (h) of Sub-section (1) of Section 79 of the Electricity Act and/or the Haryana State Grid Code as specified by HERC under Clause (h) of Sub-section (1) of Section 86 of the Electricity Act 2003, as applicable. In case of conflict, provisions contained in Haryana State Grid Code shall prevail.
- 29) **“GoH”** means the Government of the State of Haryana.
- 30) **“Grid System”** means Nigam’s/Discom’s power transmission system through which Delivered Energy is evacuated and distributed.
- 31) **“Grid Substation”** means Sub Station, maintained and operated by UHBVN/DHBVN/HVPM and is connected to Grid.

- 32) “**HAREDA**” means Haryana Renewable Energy Development Agency.
- 33) “**Installed Capacity**” means the summation of the name plate capacities of all the units of the generating station or the capacity of the generating station of the Seller (reckoned at the generator terminals in MW) and shall be equal to MW.
- 34) “**Interconnection facility**” shall mean all the facilities installed by Generator to enable HPPC for scheduling, transmitting and metering the electrical output energy in accordance with this Agreement and which shall include all other transmission lines and associated equipment, transformers, relay and switching equipment and protective devices, safety equipment and RTU, Data Transfer and Acquisition facilities for transmitting data subject to Article 10, the Metering System required for supply of power from project to connected substation as per the terms of this Agreement;
- 35) “**kV**” means kilo Volt.
- 36) “**kWh**” means kilo Watt hour.
- 37) “**Law**” means any valid act, law, legislation, statute, rule, regulation, notification, directive, order, policy, by-law, ruling, treaty or any interpretation thereof enacted, issued, promulgated by Indian Governmental Instrumentality.
- 38) “**Late Payment Surcharge**” means the charges payable on account of delay in payment of monthly charges beyond the due date;
- 39) “**Metering Date**” for a Billing Period, means 12:00 Hrs of the first day of the calendar month.
- 40) “**Monthly Energy Charges**” means the charges payable by the HPPC/DISCOMs.. for the energy delivered at the metering point for the billing period at applicable tariff.
- 41) “**MW**” means Megawatts.
- 42) “**Nigam/STU**” means Haryana Vidyut Prasaran Nigam Ltd (HVPNL).
- 43) “**State Load Despatch Centre**” means the load despatch centre of the State.
- 44) “**Project**” shall mean a Grid Interactive Power generation facility to be established by the generator comprising of a unit, and shall include land, buildings, plant, machinery, ancillary equipment, material, switch-gear, transformers, protection equipment , bay(s) for transmission system in the switchyard, dedicated transmission line etc up to the Delivery Point and all the other assets and the materials necessary to deliver the Electricity generated by the Project to HPPC as per this Agreement.
- 45) “**Prudent Utility Practices**” shall mean those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturers' operation and maintenance guidelines, the requirements of Indian Law and physical conditions at Project Site.
- 46) “**Scheduled Date of Completion**” or “**SCOD**” shall mean the date as declared by successful bidder in the PPA which shall not exceed twenty four (24) months from the effective date of Seller-HPPC PPA.
- 47) “**Tariff**” means the rate payable by the Discom for every kWh of delivered energy at the Delivery Point.
- 48) “**Tariff Invoice**” means the amount claimed by the Seller for the energy delivered during the Billing period at the applicable tariff.
- 49) “**Term**” means the term of the Agreement as defined in Article-15.

- 50) "Unit" shall mean one set of Paddy Straw fuel based power plant and all the auxiliary equipment and facilities, required to constitute a Biomass/Cogeneration power project.
- 51) "Voltage of Delivery" means the voltage at which the electricity generated by the Project is required to be delivered to Discom/Nigam and shall be in accordance with applicable regulations.
- 52) "Wheeling" means the operation whereby the distribution system and associated facilities of transmission licensee or distribution licensee as the case may be are used by Seller for the purpose of present PPA, for the conveyance of Electricity on payment of charges to be determined under section 62 of the Electricity Act 2003.
- 1.2** All other expressions used herein but not specifically defined herein but defined in the Act shall have the meaning assigned to them in the Act. The other expressions used herein but not specifically defined in this Agreement or in the Act but defined under the Indian Electricity Grid Code or the Haryana Grid Code or the Haryana Electricity Regulatory Commission (Terms and Conditions for determination of Tariff from Renewable Energy Sources, Renewable Purchase Obligation and Renewable Energy Certificate) Regulations, 2021, as amended / re-enacted from time to time, shall have the meanings assigned to them respectively, provided that such definitions are not inconsistent with the provisions of the Electricity Act, 2003.

INTERPRETATION:

- a) Unless otherwise Stated, all references made in this agreement to “Articles” and “Schedules” shall refer, respectively, to Articles of, and Schedules to this Agreement. The Schedules to this Agreement form part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this agreement.
- b) In this agreement unless the context otherwise requires (i) the singular shall include plural and vice versa;(ii) words denoting persons shall include companies and HPPC (iii) the words “include” and “including” are to be construed without limitation and (iv) a reference to any party includes that party’s successors and permitted assigns.
- c) All terms and conditions of RFS no. 109/HPPC/Biomass/LTP-III/100MW dated 07.12.2023 shall also be construed as part of PPA.
- d) If Power Developer conceals any material information or makes a wrong Statement or misrepresents facts or makes a misleading Statement at any time before expiry of Performance Bank Guarantee, HPPC reserves the right to encash whole Performance Bank Guarantee and terminate the PPA.
- e) An applicable law shall be construed as reference to such applicable law including its amendments are re-enactment from time to time.
- f) A time of day shall be construed as Indian Standard Time.
- g) The table of contents or any heading or sub-heading in the contract has inserted for purpose of reference only and shall not effect the interpretation of the contract.

ARTICLE-2

ENERGY PURCHASE AND SALE:

- 2.1 Sale of Energy by Seller:** 2.1.1 The HPPC, after declaration of commercial operation of the Project, shall purchase and accept all such electrical energy up to _____ MW delivered at the Interconnection Point from the Seller's facility, pursuant to the terms and Conditions of this Agreement.
- 2.1.2 From the CoD of the Project, HPPC shall pay the Seller a fixed tariff of Rs./kWh for entire term of this Agreement for sale of power to HPPC/DISCOMs... No escalation on tariff on any account shall be allowed to the Seller.
- 2.1.3 Treatment of Over- Generation :** In case the Project, in any contract year, generates energy in excess of the plant load factor as specified under HERC (Terms and Conditions for determination of Tariff from Renewable Energy Sources, Renewable Purchase Obligation and Renewable Energy Certificate) Regulations, 2021, the Seller may sell such excess energy to any entity, provided that the first right of refusal for such excess energy shall vest with HPPC. In case HPPC purchases the excess energy, the tariff for such excess energy shall be Average Power Purchase Cost (APPC) determined by HERC for that year.
- 2.1.4 No Tariff shall be paid for generation and injection of infirm power by the Seller prior to the Commercial Operation Date (CoD).
- 2.1.5 No additional payment whatsoever on any account shall be payable by the HPPC except those approved by appropriate commission/ court of law.
- 2.1.6 The Seller shall also generate matching kVArS to maintain 0.90 Power Factor (PF) lagging & above so that there is no adverse effect on Utilities system. In case the monthly average Power Factor falls below 0.9 lagging the Seller shall have to pay a penalty of 1% on bill amount for every 1% decrease in Power Factor up to 0.8 and 2% on the bill amount of every 1% decrease in Power Factor below 0.8, as the case may be.

**ARTICLE 3:
OBLIGATIONS**

3.1 Obligations of the Seller:

3.1.1 Construction & Development of the Project:

- (i) The Seller shall, entirely at its costs and expense, obtain and duly maintain in full force and effect during the Term of this Agreement, all statutory approvals, licences, consents, clearances and permits and other permissions/sanctions from Government authorities necessary and required for the Project, for supply of power or otherwise to enable the Seller to perform its obligations under the Agreement, including but not limited to the Approvals as listed in clause 7.1 of PPA. HPPC shall have no obligation to recommend to any department/agency or the Government for the grant/permission for the Power Project.
- (ii) The Seller shall duly perform and complete all of the following activities including Financial Closure at the Seller's cost and risk within 12 months from the Effective Date, unless such completion is affected by any Force Majeure event :
 - a) The Seller shall make Project Financing Arrangements with Bank/financial institution for its Projects(s) and shall provide necessary documents like legal agreement/sanction letter to HPPC in this regard.
 - b) The Seller shall provide a copy of Detailed Project Report duly verified and approved by HAREDA including evidence that the requisite technical criteria has been fulfilled and would provide un-priced copies of orders placed / agreements entered into, for supply of plants and equipment for the project. Seller shall ensure that the technology to be adopted is commercially established and operational technology to minimize the technology risk Further, SELLER shall also substantiate the technology adopted by submitting the copy of EPC Contract specifying this requirement or other related documents before Financial Closure.
 - c) The Seller shall furnish the location of the Project at the time of Financial Closure. The change of location of the Project shall not be permitted after Financial Closure.
 - d) Seller shall submit necessary documents/lease agreement duly registered, to establish possession/right to use 100% of the required land in the name of non-fossil fuel based cogeneration (Bagasse/Non-bagasse) power developer or its affiliate, for a period not less than complete term of PPA. In case the land is in the name of the Affiliate, the land should be transferred in the name of Seller prior to Financial closure. A duly Sworn Affidavit from the authorised person listing the details of the land and certifying total land required for the project under clear possession of the non-fossil fuel based cogeneration (Bagasse/Non-bagasse) power developer shall also be submitted.
 - e) The Seller shall also be required to furnish letter from DISCOMs../HVPNL connectivity confirming technical feasibility of connectivity of the plant to DISCOMs../HVPNL substation at the indicated location.

In case of a failure on the part of Seller to fulfil the conditions and/or submit the documents as above, except due to force majeure event as defined in Article-17, HPPC shall be entitled to encash the Performance Bank Guarantee submitted by the Seller and terminate this Agreement by giving a prior notice to the Seller in writing of at least seven (7) days. The termination of the Agreement shall take effect upon the expiry of the 7th day of the above notice.

An extension for the attainment of the Financial Closure and other conditions as mentioned above, may however be considered by HPPC, on the sole request of the Seller, on advance payment of extension charges of Rs.1000/- per day per MW plus applicable GST. In case of any delay in depositing this extension charge, Seller shall pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ SBI MCLR (1Year). The extension for the above purpose shall not result in any extension of or otherwise have any impact on the SCOD. However any extension charges paid so by the Seller, shall be returned to the Seller without any interest to Seller on achieving successful commissioning by the SCOD. However, in case of any delay in commissioning of the Project beyond the SCOD, HPPC shall be entitled to appropriate the amount as deposited above by the Seller which shall be in addition to and without prejudice to the other rights of HPPC including right to encash the Performance Bank Guarantee towards liquidated damages and other claims for delays on the part of the Seller under this Agreement.

- f) The Seller shall furnish the necessary documents to establish possession in the name of the Project Developer of the required land/Lease Agreement for a period not less than the complete term of PPA.
- (iii) The Seller shall make adequate arrangements to connect the Power Project switchyard with the Interconnection Facilities at Interconnection / Metering / Delivery Point.
- (iv) The Seller shall be solely responsible and make arrangements for Land and associated infrastructure for development of the Project and for Connectivity with the DISCOMs../HVPNL System for confirming the evacuation of power by the SCOD.
- (v) The Seller shall construct, operate and maintain the Project during the term of PPA at its own cost and risk including required interconnection facilities and in close co-ordination with DISCOMs../HVPNL.
- (vi) The Seller shall be solely responsible for designing, constructing, erecting, commissioning, completing and testing as well as operating and maintaining the Power Project in accordance with the applicable Law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices.
- (vii) The Seller shall ensure commencement of supply of power up to the Contracted Capacity to HPPC not later than the SCOD as well as continuance of the supply of power throughout the Term of the Agreement.
- (viii) The Seller shall sell all available capacity from the Grid-Interactive Power Plant to the extent of contracted capacity on first priority basis to HPPC as per the provisions of this Agreement and not to sell to third party.
- (ix) The Seller shall be responsible for all payments on account of any taxes, cesses, duties or levies imposed by the Governmental Instrumentality or its competent statutory authority on the land, equipment, material or works/O&M Services of the Project or on the Electricity generated or consumed by the Project or by itself or

on the income or assets owned by it, all expenses including wheeling / transmission charges and losses, UI / DSM, SLDC Charges as notified by the competent authority/Appropriate Commission up to Delivery Point shall be paid by Seller without any reimbursement by HPPC.

- (x) The successful bidder, if being a single company, shall ensure that its shareholding in the SPV/project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) year from the COD, except with the prior approval of the HPPC. In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV /project company executing the PPA, shall not fall below 51 % at any time prior to 1 (one) year from the COD, except with the prior approval of HPPC. Further, the Successful bidder shall ensure that its promoters shall not transfer the Controlling Shareholding and/or controlling interest or cede control of the bidding company/consortium till 1 (one) year from the COD, except with the prior approval of HPPC. After expiry of 1 year from COD, any change can be undertaken under intimation to HPPC.
- (xi) The Seller shall be responsible for obtaining Long Term Open Access (LTOA) and executing transmission/connection agreement with HVPNL/DISCOMs., as required, for evacuation of the Contracted Capacity and maintaining it throughout the term of the Agreement.
- (xii) Seller shall be solely responsible to obtain all the necessary clearances and permits and submit the same to HPPC.
- (xiii) The Seller shall own the Power Project throughout the Term of Agreement, free and clear of all encumbrances, except those expressly permitted under Article 20.2.
- (xiv) Seller shall undertake at its own cost construction/up-gradation/operation & maintenance of interconnection facilities, transmission line & Project etc as per specifications of STU/DISCOMs...
- (xv) The Seller shall fulfil all other obligations to be undertaken by the Seller under this Agreement.
- (xvi) The Seller shall be responsible, at its own cost, to procure start up power required for the plant from DISCOMs../HVPNL.

3.1.2. Grid Connectivity:

- (i) The Seller shall be required to obtain all information/approvals from DISCOMs../HVPNL (as the case may be) and concerned authority with regard to the Interconnection Facilities, necessary to enable it to design, install and operate Plant and all interconnecting apparatus/ equipment on the Seller's side of the Delivery Point to enable delivery of electricity at the Interconnection/ Metering/Delivery Point.
- (ii) The Seller shall be responsible for getting the grid connectivity and long term access (LTA) from DISCOMs../HVPNL, as the case may be, at its own cost. For interconnection with the grid and metering, the Seller shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electric power and other regulations (as amended from time to time) issued by Appropriate Commission and Central Electricity Authority (CEA).
- (iii) The responsibility of getting connectivity with the transmission system up to interconnection /Metering/Delivery point shall be entirely of the Seller to be obtained at its own cost. The transmission of power up to the point of interconnection where the metering is done for energy accounting shall also be the responsibility of the Seller at its own cost. The maintenance of

Transmission system up to the interconnection /Metering/Delivery point shall be the responsibility of the Seller at its own cost. 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.

- (iv) As per Regulation 10 of the Haryana Electricity Regulatory Commission (Term and Conditions for determination of Tariff from Renewable Energy Sources, Renewable Purchase Obligation and Renewable Energy Certificate) Regulations, 2025 State as below –

Despatch principles for electricity generated from Renewable Energy Sources

All Renewable Energy Power Plants except for Biomass Power Plants of installed capacity 10 MW and above shall be treated as "MUST RUN" Power Plants. Further, 100 % Paddy Straw based Power Plants even with the installed capacity 10 MW and above, shall be treated as 'MUST RUN' power plants. However, all biomass generators with installed capacity of 10 MW and above, shall be subjected to scheduling and dispatch principle, as specified under Haryana Grid Code and other relevant regulations including amendments thereto.

Accordingly, considering the biomass projects shall be 100% Paddy Straw based capacity greater than 10 MW shall also be treated as Must Run.

As per Regulation 67 of the Haryana Electricity Regulatory Commission (Term and Conditions for determination of Tariff from Renewable Energy Sources, Renewable Purchase Obligation and Renewable Energy Certificate) Regulations, 2025. Cost of Evacuation System. – The State transmission utility or the Transmission/Distribution Licensee shall bear the cost of Extra High Voltage (EHV)/ High Voltage (HV) transmission line up to a distance of 10 km. from the inter-connection point. In case the distance between the inter connection, point and point of grid connectivity is more than 10 KMs then the cost of transmission line for the distance beyond the 10 shall be borne equally between the Independent Power Producer and the licensee. However, for canal based solar power projects, the transmission lines shall be provided by the utilities, free of cost, irrespective of the distance of the project from the substation, subject to the conditions that the solar power is generated and utilized within the State of Haryana and is counted towards RPO of the Distribution Licensee (s). Transmission/Distribution Licensee shall bear the cost of Extra High Voltage (EHV)/ High Voltage (HV) transmission line up to a distance of 10 km and shared cost after 10KM, only in the case where the power is to be supplied to DISCOMs.. under approved PPA. RE Power producers installed by Independent Power Producers (IPP) for merchant sale or captive consumption, should bear the cost themselves. It is further clarified that the terms & conditions for cost of evacuation of power in respect of PPA entered into by DISCOMs../HPPC with RE Power Producers under competitive bidding, shall be governed by the terms of such PPA. The cost of any augmentation required beyond the interconnection point in the grid system of the Transmission/Distribution Licensee (s) shall also be borne by the Transmission/Distribution Licensee concerned. Further, the power utilities concerned, on being informed about the Scheduled Commissioning Date (SCOD), shall complete the evacuation system well in time.

- (v) The Seller shall apply for Grid connectivity to DISCOMs../HVPNL and fulfill all formalities required for in-principle feasibility like technical details of Grid Sub Station of DISCOMs../ HVPNL to be connected with, transmission lines etc. After receipt of all requisite documents, DISCOMs../HVPNL shall grant in-principle feasibility after registration of the application of in-principle feasibility to the satisfaction of concerned authority/ office of DISCOMs../HVPNL. If there is a change in the site of Project/ Substation/ name of the company/ capacity of the project or any such conditions on the part of the Seller requiring fresh look in grant of in-principle feasibility, a facilitation fee of Rs. 1,00,000/- alongwith applicable taxes, if any, will be charged by HPPC for grant of revised in-principle feasibility for projects. However, in case the change of site is due to refusal by DISCOMs../HVPNL to grant the in-principle feasibility for the first site proposed by the Seller on technical ground, in that case the extra fee will not be charged by HPPC.
- (vi) The delay in case of revised in-principle feasibility shall be the sole responsibility of the Seller in any case and no extension in Scheduled Commercial Operation Date shall be granted on this account. It is reiterated that DISCOMs../ HVPNL shall not be responsible for the delay caused due to fresh in-principle feasibility and the Seller shall be solely responsible for meeting the timelines including the financial closure. It is clarified that bureaucratic /departmental delays, if any, being foreseeable do not account "force majeure".
- (vii) Notwithstanding anything contained in this document, the Seller shall pay grid connectivity charges, as finalized by HVPNL from time to time, for creation of proper facility for receiving power at the receiving substation of HVPNL/DISCOMs.. as deposit work basis on behalf of Seller. These charges shall be paid by the Seller to HVPNL/DISCOMs., as the case may be. The charges shall include cost of complete line bay and related switchgear (including O&M cost and civil works) and its inter-connections with existing electrical system i.e. bus bar etc.
- (viii) For grid connectivity/construction of bay to be arranged by HVPNL/DISCOMs.. on request of Seller, the Seller shall submit a time frame for construction of their plant. HVPNL/DISCOMs.. shall provide the inter-connection facility one month before the scheduled COD as intimated by the Developer subject to condition that the grid connectivity charges are deposited by the Developer/Power Producer and sufficient time is available with HVPNL/DISCOMs.. for creating the interconnection facility, subject to compliance of applicable Electricity laws by the Seller.
- (ix) All costs and charges including but not limited to the wheeling charges and losses up to and including at the Delivery Point associated with interconnection facilities shall be borne by the Seller without any reimbursement by HPPC.
- (x) For matters relating to grid operations and load dispatch, the directions of the DISCOMs../HVPNL /Haryana State Load Dispatch Centre and provisions of State Grid Code/HERC Regulations as amended from time to time shall be strictly complied with by the Seller.
- (xi) Penalties, fines and charges imposed by the STU/HVPNL under any statute or regulation in relation to delay in commissioning of Project shall be payable by the Seller and the same will not be reimbursed by HPPC.
- (xii) The Seller shall be responsible for directly coordinating and dealing with HVPNL, Haryana State Load Despatch Centre, and other authorities in all respects in regard to declaration of availability, scheduling and despatch of Power and due compliance with deviation and settlement mechanism and the

applicable Grid code Regulations, acknowledging that the Seller and DISCOMs.. are the Grid connected entities in respect of the Power contracted under this Agreement.

- (xiii) Seller shall install the Protective equipment and interlocking devices in the switchyard of the project only after coordinating with DISCOMs../HVPNL (as the case may be). For this purpose the SLD, protection and metering system shall be got approved from DISCOMs.. /HVPNL by the Seller. Routinechecking/testing shall be carried out of the Seller's switchyard/ equipment on the same basis as is being done for DISCOMs.. /HVPNL's Sub-Station.
- (xiv) DISCOMs../HVPNL shall have the right to designate from time to time its officers/officials who shall be responsible for inspecting the Generating Facility/Project for the purpose of verifying the Seller's compliance with this Agreement and applicable Regulations.
- (xv) All electric equipment's installed shall be consistent with the orders of the Chief Electrical Inspector, Government of Haryana and in line with State Grid Code.

3.2 Obligations of HPPC:

HPPC shall offtake & purchase the electricity generated by Seller as per terms of PPA

ARTICLE 4

BILLING PROCEDURE AND PAYMENTS:

- 4.1** The designated representatives of the each parties shall record joint readings of the meters at interconnection point at 12.00 Hours on the first (1st) day of every calendar month and at 12:00 Hours on the dates the change of tariff becomes effective. Concerned AEE/AE 'Operation' Sub Division in whose area the plant is situated shall take joint meter reading on behalf of the DISCOMS...
- 4.2** If at any time either party feels that the meter is not recording correctly, it shall give notice to the other party. The Seller shall then undertake testing and calibration of meters owned by the Seller and located at Metering interface points in Co-ordination with and in the presence of representative of DISCOM /NIGAM. The charges for testing of meters shall be borne by the party whosoever gives the call.
- 4.3** The Seller shall raise invoices on the HPPC for the energy sold by the Seller to the HPPC; as per the tariff and terms described in clause 2.1. Provided that the invoice shall be supported with joint meter reading sheets along with fuel Statement and any other document as required by HPPC from time to time.
- 4.4** Monthly energy account depicting energy generated, used for self consumption, energy delivered & wheeled to HPPC/DISCOMs., shall be prepared and maintained by HPPC on behalf of UHBVN & DHBVN.
- 4.5** The invoice along with joint meter reading both duly signed & stamped by the representative of DISCOMs./Nigam (not below the rank of AE/AEE) & Seller, pursuant to Clause 4.3 shall be e-mailed by the Seller to the HPPC at billhppc@gmail.com on or before the Billing Date. Date of presentation of bills or Billing date, whichever is later, shall be considered as presentation day. The HPPC shall make full payment of legitimate amount of such invoice through RTGS by the due date. In case of payment of invoices are made before due date. Rebate as per clause 4.6 shall be given/admissible to HPPC.
- 4.6** For payment of any Bill on or before Due Date, Rebate shall be paid by the Seller to HPPC in the following manner.
- a) A rebate of 2% shall be adjusted by the buyer from the payments made on the day of presentation of the bills received through e-mail at billhppc@uhbvn.org.in. The presentation day in this case shall be considered as 'X'+1 day, where 'X' is the date of receipt of bill by the procurer. If such day is not a business day, the rebate of 2% shall be available in the immediately succeeding business day.
 - b) In case the payment are made within a period of 30 days or on the 30th day after a monthly energy bill or a supplementary bill is received by the procurer through e-mail (or if such day is not a business day, the immediately the succeeding business day), rebate of 1% shall be allowed. For the purpose of determination of 30th day, the day 1 shall be the 'X'+1 day, where 'X' is the date of receipt of bill by the procurer.
- 4.7 Late Payment Surcharge**
- 4.7.1** Late Payment Surcharge shall be payable on the payment outstanding after the due date at the base rate of Late Payment Surcharge applicable for the period for the first month of default.
- 4.7.2** The rate of Late Payment Surcharge for the successive months of default shall increase by 0.5 percent for every month of delay provided that the Late Payment Surcharge shall not be more than 3 percent higher than the base rate at any time: Provided that the rate at which Late Payment Surcharge shall be payable shall not be higher than the rate specified in the agreement, if any. Provided further that, if a distribution licensee has any payment including Late Payment Surcharge outstanding against a bill after the expiry of seven months

from the due date of the bill, it shall be debarred from procuring power from a power exchange or grant of short-term open access till such bill is paid.

Whereas; "base rate of Late Payment Surcharge" means the marginal cost of funds based lending rate (MCLR) for one year of the State Bank of India, as applicable on the 1st April of the financial year in which the period lies, plus five percent and in the absence of marginal cost of funds based lending rate, any other arrangement that substitutes it, which the Central Government may, by notification, in the Official Gazette, specify; Provided that if the period of default lies in two or more financial years, the base rate of Late Payment Surcharge shall be calculated separately for the periods falling in different years.

- 4.8** In case of dispute on any of the bills, the HPPC shall notify the Seller of same within 30 days of receipt of bills and the Seller shall rectify the errors/shortcomings or otherwise intimate in writing its rejection of the bill/disputed amount with reasons thereto within 5 days of the reference of HPPC. The HPPC shall, however, on demand, make the payment of undisputed part of the bill and for the disputed part; the parties shall try to settle amicably. If the dispute is not settled amicably, then either party may refer the same for adjudication as per Article 13.

4.9 LEVIES, TAXES, DUTIES, CESS, FEES ETC. –

- a) All taxes, duties, levies, cess, royalties and fees, existing on the date of signing of this PPA, on power generation or otherwise shall be borne by the Seller.

Provided that MAT/Corporate tax shall be a pass through on submission of supporting documents, however, limited to applicable tax rate on the normative Return of Equity.

- b) Notwithstanding to above, Cross Subsidy Surcharge (CSS), Additional Surcharge (AS), Charges, fees, taxes, duties etc., applicable from time to time, on the electricity generated and used for self consumption shall be borne by the Seller.

As the matter regarding applicability of CSS & AS is subjudice before Hon'ble APTEL (DFR no. 207 & 208 of 2021) therefore, CSS & AS shall be determined as per final outcome/decision in the aforesaid matter, including any appeal/review/.....filed against the said decision.

4.10 TREATMENT OF ENERGY IMPORTED BY SELLER FROM GRID:

The Seller is only allowed to import/draw energy from the Grid for the purpose of shutdown / start up and synchronization of the plant. For any other energy requirements, if so required, for operation of its associated Sugar Mill, a separate electricity connection has to be secured from the Distribution Licensee.

The energy supplied to the Generator/ Seller during the shutdown / start up and synchronization of the plant in any month, as measured at the Interconnection Point shall be treated as separate transaction. The electricity drawn by the Generator/Seller from the Grid shall be priced at the distribution and retail supply tariff including FSA and other charges for the relevant category determined.

4.11 Payment Security: 4.11.1 As a backup arrangement for the HPPC/Discom's payment obligation in respect of monthly bills under this Agreement, the HPPC/DISCOMs.. shall also open and maintain, for the term of this Agreement, an irrevocable, revolving Letter of Credit (LC) in favour of the Company issued by any nationalized bank as & when the HPPC/DISCOMs.. are financially in a position to do so. This letter of Credit shall be opened by HPPC/Discom 30 days prior to the Commercial Operation Date of the project. Such letter of credit shall be in the form and substance acceptable to both the parties.

4.11.2 The Letter of Credit shall have a term of twelve (12) months and shall be renewed every year. The amount of LC shall be equal to:

- i. the estimated average monthly billing for the first Contract Year, and
- ii. the average of the monthly tariff payments of the previous Contract Year for each subsequent Contract Year.

Provided that the Seller shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill and/or Supplementary Bill, and shall not make more than one drawal in a month.

HPPC shall cause the scheduled or national bank issuing the Letter of Credit to intimate the Seller, in writing regarding establishing of such Letter of Credit.

4.11.3 If at any time, such Letter of Credit amount falls short of the amount specified in Article 4.11.2 due to any reason whatsoever, HPPC shall restore such shortfall within seven (7) days. HPPC shall also ensure that the Letter of Credit shall be renewed prior to its expiry.

4.11.4 All the cost incurred by HPPC for opening, maintenance and other cost related to establishment of Letter of Credit shall be borne by HPPC.

4.11.5 If, HPPC fails to pay a Monthly Bill or part thereof within the Due Date, the Seller may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from HPPC an amount equal to such Monthly Bill or part thereof, by presenting to the scheduled or national bank issuing the Letter of Credit, the following documents:

- i. a copy of the Monthly Bill or Supplementary Bill which has remained unpaid by HPPC alongwith metering Statement/JMR jointly signed by representative of both parties.
- ii. a certificate from the Seller to the effect that the bill at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid and undisputed beyond the Due Date.

4.12 Annual Reconciliation:

The Parties acknowledge that all payments made against Monthly Bills and Supplementary Bills shall be subject to annual reconciliation at the end of each Contract Year within 30 days thereof to take into account the Energy Accounts, Tariff adjustment payments, Rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this Agreement.

The Parties, therefore, agree that as soon as all such data in respect of Contract Year has been finally verified and adjusted, the Seller and HPPC shall jointly sign such reconciliation Statement. Within fifteen (15) days of signing of a reconciliation Statement, Seller or HPPC, as the case may be, shall raise a Supplementary Bill for the appropriate payment adjustments for the relevant contract year and shall make payment of such Supplementary Bill. Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 13.

ARTICLE 5

SYNCHRONISATION & COMMERCIAL OPERATIONS:

- 5.1** The Nigam/Discom shall allow the Seller to interconnect its generating system and operate it in synchronisation with Nigam's/DISCOMs.. system subject to the terms and provisions of this agreement. The Seller shall run the plant as a part of integrated system to generate power in synchronisation with the grid and shall inject three phase 50 Hz (nominal) AC Supply into Discom system at 132 kV and above Voltage level, as approved by the Nigam.

ARTICLE 6

SYNCHRONISATION AND INTERCONNECTION FACILITIES:

- 6.1** The Seller shall give at least thirty (30) days written notice to the SLDC and HPPC, of the date on which it intends to synchronize the Power Project to the Grid System. 6.2 The synchronization equipment will be installed by the Seller at its generation facility at its own cost. The Seller shall synchronize its system with the NIGAM/DISCOMs.. system only after the grant of approval of synchronization scheme and verification by the M&P authorities of concerned Nigam/Discom and that of concerned competent authority of Protection Wing. The Seller shall, immediately after each synchronization/tripping of Project, inform the Grid Substation to which the plant is electrically connected.
- 6.3** The Seller shall provide step-up transformers, panels, kiosks, protection & metering equipment at the generation facility and fully equipped line bay(s) in its switchyard for termination of interconnecting transmission line(s) of the DISCOMs... The Seller shall provide reliable and efficient speech & data communication systems to facilitate necessary communication & data exchange and supervision/control of the grid by the SLDC under normal and abnormal conditions. The communication system to facilitate data flow up to SLDC shall be established by the Seller & data should also flow in the control room of the power Utility.
- 6.4** The Seller and the HVPN/DISCOM in mutual consultation with each other shall decide on the scheme for protection of the interconnection line(s) and of the facilities at both ends. All electrical equipment shall be installed as per guidelines & approval of Chief Electrical Inspector, Government of Haryana/ Nigam/DISCOMs...
- 6.5** Notwithstanding the provisions of this agreement, the HVPN/DISCOMs.. will not be responsible for any damage that may occur to the Seller's generation system for any reason whatsoever.

ARTICLE 7

GENERATION FACILITIES – OPERATION & MAINTENANCE:

- 7.1** The Seller shall be responsible for obtaining and keeping in force at its own cost, all consents, clearances and permits required for establishing and operating the generation facility including but not limited to:
- (i) NOC/Approval from HAREDA certifying installation of new plant & machinery as per HERC Regulations;
 - (ii) NOC from village Gram Panchayat;
 - (iii) Clearance from Environmental Department/Pollution Control Board Haryana;
 - (iv) NOC from District Fire Officer;
 - (v) Approval from Town & Country Planning;
 - (vi) Clearance from State Inspector of Boilers;
 - (i) Clearance from Chief Electrical Inspector; or any other agency.
- And all other permits/NOCs/approvals required for establishing the power plant in operation and ensuring statutory compliance throughout the operative period of plant.
- 7.2** The Seller shall be responsible for securing grid connectivity and Open Access from the Nigam before injecting firm power in the Grid
- 7.3** The Seller shall be responsible at its own expense for ensuring that the substation and associated equipments at the interconnection point alongwith transmission line upto grid substation of NIGAM/Discom are operated and maintained in accordance with all legal requirements including the terms of all consents/clearances/permits and Prudent Utility Practices and within the acceptable technical limits so as not to have an adverse effect on the Grid system or result in violation of any rules/ law.
- 7.4** Seller shall meet/comply with all the statutory laws as applicable.
- 7.5** HPPC shall have the right to designate from time to time its officers/officials who shall be responsible for inspecting the Project for the purpose of verifying progress of Seller.
- 7.6** The information on the following procedures & requirements shall be supplied by the Seller to Nigam/DISCOMs.. as soon as possible but in no event later than thirty (30) days prior to the scheduled date of synchronization:
- (i) Detailed procedure for synchronization of the Plant with State Utility's grid system under different conditions of operation.
 - (ii) Shut-down and start up procedures.
- 7.7** The Seller shall carry out regular maintenance and overhauls of its plant as per recommended schedules and procedures of the equipment suppliers. The schedule of maintenance and overhauls which require plant shut down shall be intimated to the respective Nigam/ Discom / State Load Despatch Centre to which the plant is catering supply of energy and HPPC. Planned shutdown shall be taken with prior approval of the SLDC. However, capital maintenance/ major overhaul shall not be scheduled in "Paddy Season".
- 7.8** The Seller shall supply the particulars of the Seller as well as Seller Transformer & Control gears to the Nigam/DISCOMs.. for examining stability of generation facility. The Seller shall install and whenever required, augment the equipment at its own cost to match it with the fault level of utility system during the tenure of this PPA.

- 7.9** The Seller shall make all reasonable efforts to give advance notice to the SLDC/Area Load Despatch Centre/ HPPC to the extent possibility of any unscheduled outage and shall provide the SLDC/ARLDC with an estimate of duration and scope of such outage.
- 7.10** For matters relating to grid operations and load despatch, the directions of State Load Despatch Centre of State Utilities and/or any other officer which may be authorized by the HPPC shall be strictly complied with by the Seller. Any dispute on this account shall be referred to Chief Engineer in-charge of System Operation of respective utility whose decision shall be final. If either party feels the decision is unjustified, the party may approach the Commission for resolution of dispute.

ARTICLE 8

PROTECTIVE EQUIPMENT & INTERLOCKING

- 8.1** The Seller shall provide necessary protective equipment and interlocking devices at generating station, so that no adverse effect is caused to the Grid system. The Seller shall obtain approval of the Discom for the protection and synchronization schemes of the Seller system and any modifications thereto prior to commissioning of the project.
- 8.2** The Seller shall energize its equipment/synchronizing scheme only after the approval of competent authority of Discom and after rectification of the defects /observations pointed out during the checking made by the competent authority. Routine checking/testing shall be carried out for Seller's sub-station/equipment on the same pattern as is being done for DISCOMs.. sub-stations.
- 8.3** Testing charges for commissioning as well as routine checking shall be borne by the Seller.
- 8.4** Notwithstanding such checking/testing/verification, the Discom/HPPC shall not be responsible for any damage caused to the generating facility on account of any act done in good faith during such checking/testing/verification.

ARTICLE 9

LIAISONING WITH & ASSISTANCE FROM THE HPPC:

- 9.1** The Seller shall inform to Nigam/Discom/HPPC the date of commencement of delivery of power one month in advance and also arrange for testing & commissioning of the protection system at least 15 days in advance before synchronization. If requested by the Seller, Nigam shall extend assistance for testing, subject to the condition that the Generating Plant shall pay the charges for such assistance to Discom/Nigam, if so indicated by the concerned testing division.
- 9.2** The Seller shall keep a close liaison with the State Load Despatch Centre and/or other designated officers /officials of the System Operation and HPPC during the period this agreement is in force. After completion of its annual maintenance program or at the start of season (in case of bagasse based cogeneration power plants), the Seller shall give seven (7) days prior intimation of the synchronizing program for the first time, and also furnish, in the last week of every month power supply plan indicating the total quantum of electricity likely to be delivered in the following month to System Operation wing of Nigam/DISCOM and HPPC.

ARTICLE 10
METERING AND COMMUNICATION

10.1 Metering

- 10.1.1** ABT compliant Main and Check Energy Meters with Automatic Meter Reading Facility (export and import) of 0.2s class or better accuracy meeting with the specification laid down in State Grid Code as approved by DISCOMs.. for use on IPP generating plants/HERC Regulations e.g. Scheduling, Accounting, Metering and Settlement of Transactions in Electricity (SAMAST) Compliant shall be installed at Delivery point/metering point i.e. substation of DISCOMs../HVPNL by the Seller, capable of recording and storing 15 minutes and 5 minutes (preferably configurable) averages of all the Electrical Parameters. Similar meter (export and import) of the same accuracy shall be installed by the Seller at the line isolator on outgoing feeder on HV side of Generator Transformer (hereinafter called Standby Meter). Dedicated single ratio Current Transformers (CTs) of 0.2s or better accuracy and Potential Transformers (PTs) of 0.2s class or better accuracy shall be installed for metering by Seller at the delivery point.
- 10.1.2** For Meter testing, Meter calibration, Meter reading and recording and Meter sealing and all matters incidental thereto, the Seller shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, the Grid Code, as amended and revised from time to time.
- 10.1.3** The Seller shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at Delivery Point. SELLER shall provide Data Acquisition System facility for transfer of information/telemetry of data to Haryana State Load Dispatch Centre (SLDC) as per Haryana State Grid Code and other applicable regulations/procedures in this regard. Data shall be downloaded from the meters at regular intervals as decided by State Load Dispatch Centre (SLDC) for preparation of the Energy Account.
- 10.1.4** If during testing, both the main & check meter are found within the permissible limit of error i.e. 0.2%, then the energy computation will be as per main meter. Regular cross checking and analysis of meter readings and meter failure or discrepancies shall be reckoned as per CEA (Installation and Operation of Meters) Regulations, 2006, Grid Code, as amended from time to time. If the Main Meter or Check Meter is found to be not working at the time of meter readings or at any other time, Seller shall inform the same to SLDC and DISCOMs..
- 10.1.5** In case of failure of main meter, readings of check meter shall be used for accounting and billing purposes. In case both Main meter and Check meter fail, at least one of the meters shall be immediately replaced by a correct meter by the Seller at its own cost.
- 10.1.6** In case of failure of meters, energy accounting for the period shall be as per procedure stipulated in CEA (Installation and Operation of Meters) Regulations, 2006, as amended from time to time. If both Main and Check Meter(s) fail to record, energy shall be computed based on standby meters after taking into account the transmission losses upto delivery point based on the average transmission losses of last year. In case of dispute, resolution shall be as per provision of Article 13.
- 10.1.7** All Meters, CTs & PTs shall be checked in DISCOMs.. Laboratory and effectively sealed by DISCOMs.. and the Seller jointly for accuracy prior to commissioning. All Meters shall be tested for accuracy bi-annually at the expense of the Seller and in the presence of the representative of DISCOMs.. and shall be treated as working satisfactorily so long as the errors are within the

limits prescribed for meters of the relevant class. For any testing / replacement, notice of seven days will be given.

- 10.1.8** The Main and Check Meter shall also be checked every month by comparison of the readings between these two meters and in case the consumption recorded by the two Meters differ by more than 0.4%, both the Meters will be checked separately with respect to another reference meter and the defective meter shall be replaced.
- 10.1.9** Where the checks/testing indicates errors in the Main Meters beyond the prescribed limit, billing for the period of defect will be done on the basis of Check Meters. If during the checks, both the Main Meters and the Check Meters are found to be beyond permissible limits of error, the meters shall be immediately recalibrated and the energy metered during the period of defect would be revised by applying a correction factor on the energy metered by the Main Meter to arrive at the correct consumption of energy for billing purposes.
- 10.1.10** Main & Check meter shall be tested/ Calibrated for accuracy on annual basis with a portable standard meter of national accredited labs and sealed by DISCOMs.. and all cost shall be borne by Seller.

10.2 Reporting of Metered Data and Parameters

- 10.2.1** Online arrangement for monitoring of real time generation data shall be made by the Seller at its own cost for transmission/submission of above data regularly for the entire period of this Power Purchase Agreement to the SLDC or concerned agency as per applicable regulations/ directions.
- 10.2.2** Reports on above parameters on monthly basis (or as required by regulation / guidelines) shall be submitted by the Seller to HPPC/SLDC for entire period of PPA.

ARTICLE 11

COMMISSIONING OF GENERATION FACILITIES

- 11.1** The Seller shall declare the proposed COD of the plant.
- 11.2** Seller shall provide demonstration of capacity of the plant / unit through 'Trial Run' before declaration of commercial operation of the plant/ unit.

The generating company shall be required to demonstrate the maximum continuous rating (MCR) or the Installed Capacity (IC) of the unit through a successful Trial Run after advance notice to the beneficiaries. The Generator shall give one week advance notice to SLDC before commencement of Trial Run.

The Trial Run shall be for 72 hours duration wherein the Minimum 80% of the IC shall be established.

- 11.3** The Seller shall commission the generation facilities and synchronize with the Grid in consultation with HVPNL, SLDC and HPPC. The Commercial Operation Date (COD) shall be considered as the date as certified by Generator. Provided that the test for Maximum Continuous Rating (MCR) of the plant shall be conducted in the presence of both parties within 6 months from the commissioning date. The MCR shall be construed as the installed capacity of the plant and shall not be more than installed capacity.
- 11.4** **Scheduled Commercial Operation Date (SCOD):** The Generator/ Seller shall commission the complete generation facilities and declare the CoD of its plant to HPPC within two years from the effective date.
- 11.5** **Performance Bank Guarantee (PBG):** The generator/seller shall provide the performance Bank Guarantee issued by any Nationalized/Scheduled Bank payable at Panchkula/Chandigarh in the name of Chief Engineer/HPPC, UHBVN for an amount of Rs. 30 Lacs per MW of the contracted capacity before signing of PPA. The BG shall be initially valid till 6 months after the scheduled CoD of the power plant with a claim period of 1 year from validity of PBG and the validity of PBG shall be extended from time to time to be valid upto 3 months after the actual CoD of the power plant.
- 11.6** **Penalty for Delay in CoD:** 0.5% penalty per day of the PBG shall be levied up to next 200 days for delay in achieving CoD. Thereafter, PPA shall be terminated & PBG shall be forfeited in view of delay in CoD.

In case of delays of plant commissioning due to reasons beyond the control of the Generator, HPPC after having been satisfied with documentary evidences produced by the Generator for the purpose, can extend the time for commissioning without any financial implications to the Generator.

ARTICLE 12

CONTINUITY OF SERVICE:

- 12.1** The HPPC may require the Seller to temporarily curtail or interrupt delivery of energy only when necessary in the following circumstances:
- 12.1.1** For repair, replacement or removal of the Nigam/Discom equipment or any part of its system that is associated with the Seller's facility. However, as far as practicable such an event shall be scheduled during the annual shut down period of the generation facilities.
- 12.1.2** Load crash in Nigam/Discom grid system due to wide-spread rains, cyclones or typhoons.
- 12.1.3** Conditions leading to overloading of interconnecting transformers, transmission lines or switchgears due to outage of some equipment at Discom interconnecting grid.
- 12.1.4** If Nigam/DISCOM finds that the continued operation of the facility may endanger the safety of the Nigam personnel or reliability / integrity of the Nigam/DISCOMs.. Grid system or have an adverse effect on the electric service to the Nigam/DISCOMs.. other customer(s) on the basis of certification from SLDC.
- 12.1.5** Under Force-Majeure Conditions or system constraints as declared by the Nigam/Area Load Despatch Centre.
- 12.2** Instructions for the disconnection of the generation facility from the Discom system shall be given to the Seller in writing by the Discom/ SLDC for the period/duration indicated by it. However, the Discom shall take all reasonable steps to minimize the number and duration of such interruptions, curtailments or reductions.

12.3 SCHEDULING AND DISPATCH OF POWER TO GRID

Scheduling and Dispatch of energy/power from the Project shall be as per Grid Code and HERC Regulations/orders as amended /re-enacted from time to time.

ARTICLE 13

GOVERNING LAW AND DISPUTE RESOLUTION

13.1 Governing Law

13.1.1 This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in Panchkula.

13.2 Amicable Settlement and Dispute Resolution

13.2.1 Amicable Settlement

(i) Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement ("Dispute") by giving a written notice (Dispute Notice) to the other Party, which shall contain:

- (a) a description of the Dispute;
- (b) the grounds for such Dispute; and
- (c) all written material in support of its claim

(ii) The other Party shall, within thirty (30) days of issue of Dispute Notice issued under Article (i), furnish:

- (a) counter-claim and defenses, if any, regarding the Dispute; and
- (b) all written material in support of its defenses and counter-claim.

(iii) Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 13.2.1(i) if the other Party does not furnish any counter claim or defense under Article 13.2.1(ii) or thirty (30) days from the date of furnishing counter claims or defense by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article, the Dispute shall be referred for dispute resolution in accordance with Article 13.3.

(iv) Seller shall not have the right to challenge any tariff invoice or to bring any court or administrative action of any kind questioning/modifying the invoice after a period of 3 years from date of invoice is due or payable.

13.3 Dispute Resolution /Arbitration

In the event that such differences or disputes between the parties are not settled through mutual negotiations within 60 days then:

- a) the disputes relating to claim of any changes, or regarding the determination of tariff or any tariff related matter or which partly or wholly could result in change in tariff, shall be adjudicated by HERC under section 86(1) of the Electricity Act, 2003.
- b) All matters, questions, disputes, differences and/ or claims arising out of and /or concerning and /or in connection with, and/or in consequence of and /or relating to the contract whether or not obligations of either of both the firm and the corporation under that contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the sole arbitration of Director/ HAREDA or an officer appointed by the Director/ HAREDA as his nominee. The award of the arbitrator shall be final and binding on both the parties to the contract.

13.4 Parties to Perform Obligations

Notwithstanding the existence of any Dispute and difference referred to the HERC as provided in Article 13.3 and save as the HERC may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement.

ARTICLE 14

FUEL

- 14.1 The Power Project will operate on Paddy Straw Fuel as specified in the HERC Regulations/ The Co-generation Project will operate on non-fossil fuel as specified in the HERC Regulations.
- 14.2 Fuel usage guidelines shall be as per HERC guidelines and as modified from time to time.
- 14.3 The Seller shall furnish a monthly fuel usage Statement and monthly fuel procurement Statement duly certified by Chartered Accountant to HPPC the beneficiary (with a copy to appropriate agency appointed by the Commission for the purpose of monitoring the fuel consumption) for each month, along with the monthly energy bill. The Statement shall cover details such as -
 - a. Quantity of fuel (in tonnes) for consumed and procured during the "month for power generation purposes,
 - b. Cumulative quantity (in tonnes) of fuel consumed and procured till the end of that month during the year,
 - c. Actual (gross and net) energy generation (denominated in units) during the month,
 - d. Actual energy exported to Grid (denominated in units) during the month,
 - e. Cumulative actual (gross and net) energy generation (denominated in units) until the end of that month during the year,
 - f. Cumulative energy exported to Grid (denominated in units) during the year,
 - g. Opening fuel stock quantity (in tonnes),
 - h. Receipt of fuel quantity (in tonnes) at the power plant site and Closing fuel stock quantity (in tonnes) available at the power plant site.

ARTICLE 15

DURATION

- 15.1** Except where terminated by default, this agreement shall remain in force **for twenty-five (25) years** from the COD of the project. Any extension of the term of the PPA beyond **25 years** shall be through mutual agreement between the parties subject to prior approval of the Commission.
- 15.2** Any dispute(s) arising out of termination issue will be referred to the Commission and the decision of the Commission will be binding on both the parties.

ARTICLE 16

EVENTS OF DEFAULT AND TERMINATION:

16.1 EVENTS OF DEFAULT OF SELLER:

The occurrence of any or combination of the two or more of the following events at any time during the term of this agreement shall constitute an event of default by the Seller.

- a) Failure to pay to the HPPC any amount payable and due under this Agreement within Ninety (90) calendar days after receipt of invoice/bill/claim. Late payment surcharge at an interest rate @ 1.25 % shall be levied by the HPPC in case payments are delayed beyond 60 days from the date of receipt of invoice/bill/claim;
- b) Failure on the part of the Seller to use reasonable diligence in operating, maintaining or repairing the Seller's facility;
- c) Failure or refusal by the Seller to perform its material obligation under this Agreement;
- d) Failures to comply with any applicable law;
- e) Abandonment of its generation facilities by the Seller or the discontinuance by the Seller of services covered under this Agreement without any reasonable cause;
- f) Non supply of Information sought from time to time.
- g) Supply of false information and misrepresentation.
- h) The Seller becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or
- i) Any winding up or bankruptcy or insolvency order is passed against the Seller, or
- j) The Seller goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,

Provided that a dissolution or liquidation of the Seller will not be a Seller's Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the Seller and expressly assumes all obligations of the Seller under this Agreement and is in a position to perform them.

Provided further, subject to the terms of this Agreement, upon occurrence of a Seller's Event of Default under this Agreement, the lenders in concurrence with the HPPC, under Financing Agreements, can seek substitution of the Seller by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the Seller and performing the obligations of the Seller. However, in the event the lenders are unable to substitute the defaulting Seller, HPPC may terminate the PPA with a right to liquidated damages, impose penalty etc. as stipulated under the PPA,

including Clause 16.3. HPPC may also, at its discretion (but with no obligation) acquire the Project assets for an amount equivalent to 90% of the Debt Due failing which, the lenders may exercise their statutory rights & liquidate the project assets. Any substitution under this Agreement can only be made with the condition that the selectee meets the eligibility requirements of Request for Proposal (RfP) issued by HAREDA and accepts the terms and conditions of this Agreement.

The lenders, in concurrence with HPPC, may seek to exercise right of substitution by an amendment or novation of the PPA in favour of the selectee. The Seller shall cooperate with the HPPC to carry out such substitution and shall have the duty and obligation to continue to operate the Power Project in accordance with this PPA till such time as the substitution is finalized. In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 10 Lakh per Project per Transaction as Facilitation Fee (non- refundable) plus GST shall be deposited by the Seller to HPPC.”

16.2 EVENTS OF DEFAULT OF HPPC:

- a) Failure or refusal by the HPPC to perform its material obligations under this Agreement;
- b) Failure to use reasonable diligence in operating, maintaining or repairing the Discom's/Nigam's interconnection facilities;
- c) Failure to pay the Seller any amount payable and due under the agreement within Ninety (90) calendar days after receipt of invoice.

16.3 Procedure in Event of Default by Seller:

- 16.3.1 Upon the occurrence and continuation of any Seller Event of Default under Article 16.1, HPPC shall have the right to (but not an obligation) deliver to the Seller, a notice stating its intention to terminate this Agreement or stating Seller's liability to pay damages (HPPC Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issuance of such notice.
- 16.3.2. Within a period of 60 days following HPPC's Preliminary Default Notice, unless the Parties shall have otherwise agreed to the contrary or the Seller's Event of Default giving rise to the notice have ceased to exist or shall have been remedied, HPPC shall have the right (but not an obligation) to terminate this Agreement by giving a written Termination Notice to the Seller and require the defaulting Seller to pay damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its Contracted Capacity at normative PLF within 60 days of notice. The HPPC shall have the right to recover the said damages, if any, without prejudice to resorting to any other legal course or remedy. Upon delivery of termination notice, this agreement shall stand terminated & HPPC shall stand discharged of all its obligations.

16.4 Procedure in Event of Default of HPPC:

- 16.4.1 Upon the occurrence and continuation of any HPPC Event of Default specified in Article 16.2, the SELLER shall have the right to deliver to HPPC, a "Preliminary Default Notice", which notice shall specify in reasonable detail the circumstances giving rise to its issue.
- 16.4.2 Following the issuance of a Preliminary Default Notice, the Consultation Period of Ninety (90) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

- 16.4.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.
- 16.4.4 After a period of ninety (90) days following the expiry of the Consultation Period and unless the Parties shall have otherwise mutually agreed to the contrary or HPPC Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, the Seller may terminate the PPA.
- 16.4.5 In the event of termination of PPA due to HPPC Event of Default, any damages or charges payable to the HVPNL/DISCOMs., for the connectivity of the plant, shall be borne by HPPC. However, besides the same, no other compensation/damages whatsoever shall be payable to Seller by the procurer.
- 16.5** The Seller is not allowed to use any other fuel for power generation except as specified in Article 14. If it is found that any other fuel is used for Power Generation or have been used to feed power to the Grid through the same meter or for captive use then necessary legal/criminal action against the Seller shall be initiated and the Seller shall pay amount equivalent to last six months bills as penalty to HPPC within 60 days from the date of termination of PPA.
- 16.6** Provided that in an event of termination of the agreement under Article 15, the Seller shall have the right to sell its entire power to a third party.

16.7 Survival of PPA

- 16.7.1 Termination of this Agreement shall not relieve the Parties from any pending monetary liabilities accruing or accrued prior to the date of such termination.
- 16.7.2 The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties, including the right to receive penalty, damages etc. as per terms of this Agreement, nor shall it affect the survival of any continuing obligation for which the Agreement provides, either expressly or by necessary implication, which shall continue to survive any expiry or termination of this Agreement.

ARTICLE 17
FORCE MAJEURE

17.1 If any party hereto is wholly or partially prevented from performing any of its obligations under this Agreement by reason of or through lightning, earthquake, fire, floods, invasion, insurrection, rebellion, mutiny, tidal wave, civil unrest/riot, epidemics, explosion, the order of any court, judge or civil authority, change in State or national law, war, grid failure, any act of God or the public enemy or any other similar cause beyond its exclusive control and not attributable to its neglect, then and in any such event, such party shall be excused from whatever performance is prevented by such event to the extent so prevented and such party shall not be liable for any damages, sanction or loss resulting there from.

17.2 Force Majeure Exclusions

Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- a. Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project;
- b. Delay in the performance of any contractor, sub-contractor or their agents;
- c. Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
- d. Strikes at the facilities of the Affected Party;
- e. Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- f. Non-performance caused by, or connected with, the Affected Party's:
 - i) Negligent or intentional acts, errors or omissions;
 - ii) Failure to comply with an Indian Law; or
 - iii) Breach of, or default under this Agreement.

17.3 The party invoking this clause shall satisfy the other party of the existence of such an event and give written notice within Seven (7) days to the other party and take all possible steps to revert to normal conditions. In case of failure to intimate within specified period, the event shall not be treated as force majeure event.

17.4 To the extent not prevented by a Force Majeure Event pursuant to Article 16.1, the Affected Party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

17.5 The project proponent shall not be entitled for any financial relief in tariff due to 'cost over- run'. However, the CoD could be deferred as mutually agreed upon by the parties.

ARTICLE-18
CHANGE IN LAW

18.1 Definition

18.1.1 "Change in Law" shall refer to the occurrence of any of the following events after the last date of bid submission.

- (1) The enactment, coming into effect, adoption, promulgation, amendment, modification, notification or repeal (without re-enactment or consolidation) in India, of any Indian Law, including rules and regulations framed pursuant to such Law;
- (2) A change in the interpretation or application of any Indian Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
- (3) The imposition of a requirement for obtaining a new Consent, Permit or License which was not required earlier;
- (4) A change in prevailing terms and conditions prescribed for obtaining any Consents, Permit or License or the inclusion of any new terms and conditions for obtaining such Consents, Permit or License; except due to any default of the Seller;
- (5) Any change in tax, duties and cess or introduction of any tax, duties and cess including any change in the rates of any taxes, duties and cess which have a direct effect on the project;

The sub-clauses (1) to (5) made applicable for setting up of the Power Project or supply of power from the Power Project by the Seller as per the terms of this Agreement, which have a direct effect on the Project or supply of power but shall not include (i) any change in taxes on corporate income or any change in any withholding tax on income or dividends distributed to the shareholders of the Seller, or (ii) any change in taxes, cess or levies etc. imposed on Seller's net revenue from the business of sale of power; and (iii) any change on account of regulatory measures by the HERC.

18.1.2 In the event of occurrence of any of the events under Article 18.1.1, which results in any increase/decrease in the Project Cost (i.e. cost incurred by the Seller towards supply and services only for the Project concerned, upto Scheduled Commissioning Date), the Seller/HPPC shall be entitled for compensation from the other party, as the case may be, subject to the condition that such Change in Law is decided by the HERC. The quantum and mechanism of compensation payment on account of such Change in Law shall be determined and shall be effective from such date as may be decided by the HERC.

18.2 Relief for Change in Law

18.2.1 In the event a Change in Law results in any adverse financial loss/ gain to the Seller then, in order to ensure that the Seller is placed in the same financial position as it would have been had it not been for the occurrence of Change in law, the Seller/ Procurer shall be entitled to compensation by the other party, as the case may be, subject to the condition that the quantum and mechanism of compensation payment shall be determined and shall be effective from such date as may be decided by the HERC. .

18.2.2 If a Change in Law results in the Seller's costs directly attributable to the Project being decreased or increased by one percent (1%), of the estimated revenue from the Electricity for the Contract Year for which such adjustment becomes applicable or more, during Operation Period, the Tariff Payment to the Seller shall be appropriately increased or decreased after due approval of HERC.

18.2.3 The Power Procurer / HPPC or the Power Producer, as the case may be, shall provide the other Party with a certificate stating that the adjustment in the Tariff

Payment is directly as a result of the Change in Law and shall provide supporting documents to substantiate the same and such certificate shall correctly reflect the increase or decrease in costs.

- 18.2.4 The revised tariff shall be effective from the date of such Change in Law as approved by HERC, the Parties hereto have caused this Agreement to be executed by their fully authorized officers, and copies delivered to each Party, as of the day and year first above Stated.
- 18.2.5 In case Change in Law results in delay in commissioning or supply of power, where cause and effect between these two can be clearly established, HPPC may provide suitable time- extension in Scheduled Commissioning Date.
- 18.2.6 In the event of any decrease in the project cost by the Seller or any income to the Seller on account of any of the events as indicated above, Seller shall pass on the benefit of such reduction at a rate as provided in Article 18.2.3 to HPPC. In the event of the Seller failing to comply with the above requirement, HPPC shall make such deductions in the monthly tariff payments on immediate basis. Further, at the time of raising of 1st Monthly Tariff Payment Bill, Seller shall be required to provide a statutory auditor certificate supported by Board Resolution in regard to implications (loss/ gain) arising out of Article 18.
- 18.2.7 For the excess amount to be recovered against the approved change in law events shall not attract any carrying cost or any other interest on such amount.

18.3 Notification of Change in Law

- 18.3.1 If the Seller is affected by Change in Law in accordance with Article 18 and wishes to claim change in law, it shall give notice to HPPC of such Change in Law within seven (7) days after becoming aware of occurrence of such Change in Law.
- 18.3.2 Any notice service pursuant to this Article 18.3.1, shall provide, amongst other things, precise details of the Change in Law and its effect on the Project Cost, supported by documentary evidences including Statutory Auditor Certificate to this effect so as to establish one to one correlation and its impact on the Project Cost. Seller shall also Intimate and submit the documentary proof w.r.t any expenditure on account of change in law event.

**ARTICLE 19:
INSURANCES**

19.1 Insurance

19.1.1 The Seller shall effect and maintain or cause to be effected and maintained, at its own cost and expense, throughout the term of PPA, Insurances against such risks, with such deductibles and with such endorsements and co-insured(s), which the Prudent Utility Practices would ordinarily merit maintenance of and as required under the Financing Agreements and under applicable laws.

19.2 Application of Insurance Proceeds

19.2.1 Save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

19.2.2 If a Force Majeure Event renders the Power Project no longer economically and technically viable and the insurers under the Insurances make payment on a "total loss" or equivalent basis, HPPC shall have claim on such proceeds of such Insurance limited to outstanding dues of HPPC.

19.3 Effect on liability of HPPC

Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the Seller can claim compensation, under any Insurance shall not be charged to or payable by HPPC. It is for the Seller to ensure that appropriate insurance coverage is taken for payment by the insurer for the entire loss and there is no under insurance or short adjustment etc.

ARTICLE-20

MISCELLANEOUS PROVISIONS

20.1 INDEMNIFICATION

20.1.1 The Seller shall indemnify, defend and hold harmless the Nigam/Discom/ HPPC and its members, Directors, Officers, employees and agents and their respective heirs, successors, legal representatives and assignees from and against any and all liabilities, damages, costs expenses (including attorneys fees, legal expenses, court fee etc.), losses, claims, demands, action, cause of action, suits and proceedings of every kind, including those for damage to property of any person of entity (including the Seller) and/ or for injury to or death of any person (including the Seller's employees and agents) which directly results from partial/ total grid failure or arise out of or in connection with negligence or willful misconduct of the Seller.

20.1.2 The HPPC shall indemnify and hold harmless the Seller and its Directors, Officers, Employees and Agents, and their respective heirs, successors, legal representatives and assignees, from and all liabilities, damages, costs, expenses (including outside attorneys fees), losses, claims, damage to the property or any person or entity (including the HPPC) and/or injury to or death of any person (including the HPPC's employees and agents) which directly or indirectly result from or arise out of or in connection with the negligence or willful misconduct of the HPPC.

20.2 ASSIGNMENT

20.2.1 This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party other than by mutual consent between the Parties to be evidenced in writing. In no case, such assignment shall be permissible prior to the declaration of COD. Such assignment shall be agreed to by HPPC for entire contracted capacity subject to the compliance of provisions contained in this Agreement. The enforcement of the rights and obligation between the Seller and Discom(s) provided in this Agreement shall not be treated as an assignment but an enforcement of the terms agreed under this Agreement.

(a) Provided that, HPPC shall permit assignment of any of Seller's rights and obligations under this Agreement in favour of the lenders to the Seller, if required under the Financing Agreements. An amount of Rs. Five Lakh per transaction alongwith applicable taxes, if any, as Facilitation Fee (non-refundable) shall be deposited by the Seller to HPPC.

(b) Provided further that, such consent shall not be withheld by the Seller if HPPC seeks to transfer to any affiliate all of its rights and obligations under this Agreement.

(c) Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new Agreement on the same terms and conditions as are included in this Agreement.

(d) In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 10 Lakh per Transaction as Facilitation Fee (non-refundable) alongwith applicable taxes, if any, shall be deposited by the Seller to HPPC. However, the new entity should be of the same financial strength as the Successful Bidder.

20.2.2 Permitted charges

Seller shall not create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement, other than as set forth in Article 20.2.1.

20.3 CARBON CREDIT

Carbon credit benefit will be shared as per HERC Regulations in the manner elaborated hereunder or as amended from time to time by HERC

20.3.1 100% of the gross proceeds on account of CDM benefit to be retained by the project developer in the first year after the date of commercial operation of the generating station;

20.3.2 In the second year, the share of the beneficiaries shall be 10% which shall be progressively increased by 10% of the total every year till it reaches 50%, where after the proceeds shall be shared in equal proportion, by the generating Seller and the beneficiaries.

20.4 AUTHORITY TO EXECUTE

Each respective party represents and warrants as follows:

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

20.4.2 The execution, delivery and performances of this Agreement by each respective party will not result in a violation of any law or result in a breach of any order of 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 any governmental authority is required for such execution, delivery and performance by each respective party.

20.5 CONFIDENTIALITY

The Parties undertake to hold in confidence this Agreement and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

20.5.1 To their professional advisors.

20.5.2 To their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities provided parties shall ensure that these persons/institutions shall make the information/document confidential.

20.5.3 Disclosures required under Law.

Without the prior written consent of other party.

20.6 SEVERABILITY AND IMPLICATIONS OF OTHER DOCUMENTS

The invalidity or unenforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

The RfP, its Annexures, Clarifications, Addenda, Corrigenda etc, LOI and all other correspondences relevant to finalization of the LOI/PPA etc. executed by the HPPC and the SPD before or simultaneously or after with the signing of this Agreement shall also be read as a part of this Agreement provided that in case of any contradictions between any of the above documents the order of priority as detailed below will operate:

1. PPA
2. Letter of Intent (LOI)
3. Any other correspondences relevant to finalization of LOI/PPA

- 4. Corrigenda
- 5. Addenda
- 6. Clarifications
- 7. RfP.

20.7 AMENDMENTS

Any waiver, alteration, amendment or modification of this Agreement or any part thereof shall not be valid unless it is in writing signed by the parties and approved by HERC.

20.8 BINDING EFFECT

This agreement shall be binding upon and to the benefit of the parties hereto and their respective successors, legal representatives and permitted assignees.

20.9 Failure by either the HPPC or the Seller to exercise any of these rights under this Agreement shall not constitute a waiver of such rights. Neither party shall be deemed to have waived to Performance of contract by the other unless it has made such waiver specifically in writing;

20.10 NOTICES

20.10.1 Any written notice provided here under 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:

HPPC : Chief Engineer
Haryana Power Purchase Centre,
4th Floor, UHBVN Building, IP 3&
4
Sector 14 Panchkula 134113
Email: cehppc@uhbvn.org.in

Seller : _____

20.10.2 Notice delivered personally shall be deemed to have been given when it is delivered to the Seller 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.

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

20.11 EFFECT OF SECTION HEADINGS

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.

20.12 NON WAIVER

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

20.13 RELATIONSHIP OF THE PARTIES:

Nothing in the 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.

20.14 ENTIRE AGREEMENT:

The Agreement constitutes the entire understanding & Agreement between the parties.

20.15 GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the prevailing laws in force in State of Haryana.

20.16 NO PARTY IS DEEMED DRAFTER

The Parties agree that no Party shall be deemed to be the drafter of this Agreement and that in the event of this Agreement is ever construed by arbitrators or by court of law, they shall not construe this agreement or any provisions hereof against either party as the drafter of the agreement, the HPPC and the Seller acknowledging that both parties have contributed and materially to the preparation of this agreement.

20.17 APPROVALS

Wherever either HPPC or Seller approvals are required in this agreement, it is understood that such approvals shall not be unreasonably withheld.

20.18 RENEWABLE ENERGY CERTIFICATE.

The power purchased by HPPC under this PPA shall count towards Renewable Purchase Obligation (RPO) of HPPC and the Seller, shall not be eligible for Renewable Energy Certificate (REC) for the energy generated and supplied to HPPC / DISCOMs.. under this PPA.

20.19 ENTRY TO PROJECT SITE:

The Nigam/DISCOMs., at all time for verification etc. shall be provided entry to the project site free of all encumbrances during the term of the PPA”

20.20 Taxes and duties

20.20.1 Seller shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the Generator, contractors or their employees that are required to be paid by the Generator as per the Law in relation to the execution of the Agreement.

20.20.2 HPPC shall be indemnified and held harmless by the Seller against any claims that may be made against HPPC in relation to the matters set out in Article 20.20.1.

20.20.3 The HPPC shall not be liable for any payment of taxes, duties, levies, cess whatsoever for discharging any obligation of the Seller by HPPC on behalf of Seller.

IN WITNESS WHEREOF, the HPPC and the Seller have executed this Agreement as on _____ the day of _____ in the year 2025.

For the Generating Seller

by

its

Witnessed by:

Name :

Designation:

For the HPPC

by

its

Witnessed by:

Name :

Designation

A Bidder is unable to complete the project within the prescribed timeline, the Director of HAREDA shall have the authority to grant an extension of time, provided that the Bidder submits valid reasons for the delay and such reasons are found acceptable by HAREDA.