

# **Request for Selection (RfS)**

**For Procurement of 1,000 MW x 8 Hours  
per day (with continuous 5 hr discharge)  
Storage for 40 Years from Pumped  
Hydro Storage Plant/s (PHSP/s)**

RFS No. PCKL/ADP/JDP/DDP-5/PHSP/2021-22

Dated: 10.02.2023



**Power Company of Karnataka Limited  
Government of Karnataka**

5TH FLOOR, KPTCL BUILDING, KAVERI BHAVAN,  
BENGALURU – 560 009.

# Disclaimer

The information contained in the Bidding Document including but not limited to RfS or Pumped Hydro Storage Power Procurement Agreement (PHSPPA) or any other documents/ information provided to the Bidders, whether verbally or in writing or in any other form, by or on behalf of Power Company of Karnataka Limited (PCKL) and its employees or advisors is provided to Bidders on the terms and conditions set out in the Bidding Document and such other terms and conditions subject to which such information is provided.

The Bidding Document is not an agreement and further it is neither an offer nor an invitation by PCKL to the Bidders or any other Person. The purpose of the Bidding Document is to provide the Bidders with information that may be useful to them in the preparation and submission of their Bids.

The Bidding Document includes statements which reflect various assumptions and assessments arrived at by PCKL and its advisors for the hydro pumped storage procurement. Such assumptions, assessments and statements do not purport to contain all the information that the Bidders may require. The information contained in the Bidding Document may not be appropriate for all Persons and it is not possible for PCKL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Person who reads the Bidding Document. The assumptions, assessments, statements and information contained in the Bidding Document may not be complete, accurate, adequate or correct. Each Bidder should therefore conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in the Bidding Document.

The information provided in the Bidding Document to the Bidders is on a wide range of matters, some of which may depend upon interpretation of the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of the law. PCKL, its employees and advisors accept no responsibility for the accuracy or otherwise for any interpretation or opinion on laws expressed in the Bidding Document.

PCKL and its employees and advisors make no representation or warranty and shall have no liability to any Person, including any Bidder, under any law, statute, rules or regulations or tort or otherwise for any loss, damage, cost or expense which may arise from or that may be incurred or suffered on account of anything contained in the Bidding Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bidding Document and any assessment, assumption, statement or information contained in the Bidding Document or deemed to form part of the Bidding Document or arising in any way.

PCKL and its employees and advisors also accept no liability of any nature, whether resulting from negligence or otherwise, however caused arising from reliance of any Bidder upon the content of the Bidding Document.

It shall be deemed that by submitting a Bid, each Bidder agrees and releases PCKL and its employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for any claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations under the Bidding Document and/or in connection with the Bid Process, to the fullest extent permitted by applicable law and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in the future.

PCKL may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment, statement or assumptions contained in the Bidding Document. The issue of the Bidding Document does not imply that PCKL is bound to qualify any Bidder or to award the Project to any Bidder. PCKL reserves all the right to reject all or any of the Bids without assigning any reasons whatsoever.

The statements and explanations contained in this Bidding Document any other document are intended to provide an understanding to the Bidders about the subject matter of this Bidding Document and should not be construed or interpreted as limiting in any way or manner the obligations of the Successful Bidder(s) that will be set out in the Project Agreements or PCKL's right to amend, alter, change, supplement or clarify the Projects' scope or the terms of this Bidding Document. Consequently, any omissions, conflicts or contradictions in the Bidding Document (including this RfS and Pumped Hydro Storage Power Procurement Agreement (PHSPPA)) shall be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by PCKL.

The Bidders shall bear their own costs associated with or relating to the preparation and submission of their Bids, including copying, postage, delivery charges and expenses associated with any demonstrations or presentations which may be required by PCKL or any other costs incurred in connection with or relating to their Bids. All such costs and expenses will be borne by Bidders, and PCKL and its employees and advisors shall not be liable in any manner whatsoever for such costs and expenses, regardless of the conduct or outcome of the Bid Process.

Though adequate care has been taken while preparing the Bidding Document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder before the pre bid meeting as per NIT, then it shall be considered that the RfS document is complete in all respects and has been received by the Bidder.

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# Bid information sheet

The Bid Information Sheet is provided below:

Particulars	Description
<b>Document Description</b>	Request for Selection (RfS) is invited from the Pumped hydro storage developers to provide long term energy storage solution by developing 1,000 MW x 8 Hours / day (with continuous 5 hr discharge) Storage from Pumped Hydro Storage Plant/s (PHSP/s) in the state of Karnataka on <b>"Build-Own-Operate"</b> basis under Pumped Hydro Storage Power Procurement Agreement (PHSPPA) for a period of 40 years.
<b>RfS No. and Date</b>	[PCKL/ADP/JDP/DDP-5/PHSP/2021-22 Dtd: 10.02.2023
<b>Brief Scope</b>	Bidders shall be responsible for Pumping and discharging of electricity up to 1000MW capable of 8-hour/day long-duration discharge from pumped Hydro storage plant/s (PHSP/s). The application of storage will be time-shifting / peak-off-peak load management for the State of Karnataka. ESCOMs will procure energy corresponding to 8 Million Units (MUs) from the Contracted Capacity, on daily basis as per the schedule provided by SLDC. The procurement is on the basis of 40 years long term PHSPPA with the ESCOMs of Karnataka. The input energy for pumping shall be provided by the ESCOMs as per KERC (Terms and Conditions for Determination of Generation Tariff) Regulations, 2019 at Delivery Point up to the declared Cycle Loss.
<b>Downloading of Bidding Document</b>	The RfS document can be downloaded from the website of ISN-ETS <a href="https://www.bharat-electronictender.com">https://www.bharat-electronictender.com</a> on or after 25.02.2023. Contact no: [[8277889889-M,080-22210685]
<b>Due date for online submission of "Techno-Commercial Bid" and "Price Bid" as per RfS</b>	Upto 12.03.2023 till 15:00 Hrs
<b>Due date for hard copy submission of "Techno-Commercial Bid" as per RfS</b>	12.03.2023
<b>Last date of receipt of pre-bid queries from the Bidders</b>	Upto 07.03.2023 till 10:30 Hrs
<b>Pre-bid meeting</b>	On 07.03.2023 at PCKL office, Kaveri Bhavan, Bengaluru – 560 009 from 11:00 Hrs
<b>Techno-Commercial Bid Opening (except Price Bid)</b>	On 12.03.2023 from 15:30 Hrs onwards
<b>Price Bid Opening</b>	Shall be intimated to the bidders separately.
<b>E-Reverse Auction</b>	Shall be intimated to the bidders separately.
<b>Cost of RfS (Non-refundable applicable for the Bidder)</b>	Amount: <b>10,000 INR</b> (Indian Rupees Ten Thousand only) plus <b>GST@18%</b> To be submitted by the <b>Bidder</b> in the form of Demand Draft along with the response to RfS in favor of "[ <b>Additional Director Projects</b> ], <b>Power Company of Karnataka Limited (PCKL)</b> " payable at " <b>Bengaluru</b> ".
<b>Cost of Application Fee (Non-refundable applicable for the Bidder)</b>	Amount: <b>INR 10,000</b> (Indian Rupees Ten Thousand only) plus <b>GST@18%</b> To be submitted by the <b>Bidder</b> in the form of Demand Draft along with the response to

RfS in favor of “[Additional Director Projects ], Power Company of Karnataka Limited (PCKL)” payable at “Bengaluru”

**Bid Security applicable for the Bidder**

Amount: **5,00,000 INR** (Indian Rupees Five Lakh only) per MW

Expiry period: One Hundred and eighty (180) days from the date original Due date for online submission of “Techno-Commercial Bid” and “Price Bid”.

Claim period: Thirty (30) days from the end date of Expiry period

To be submitted by the **Bidder** in the form of Bank Guarantee / e-Bank Guarantee/ Payment on Order Instrument (POI) or through Demand Draft along with the response to RfS in favor of “[Additional Director Projects], Power Company of Karnataka Limited (PCKL)” payable at “Bengaluru”.

The bidders also have an option to pay the Bid Security as mentioned above in the form of Electronic Transfer/ NEFT Payments in the following account of PCKL with details as below

Name of Bank: State Bank of India

Branch Code: 03182

Branch Name and Address: Cauvery Bhavan(Bengaluru), Post Bos No.9963, KHB Block, KG Road, Bengaluru-560009

Account Number:64020970025

IFSC Code: SBIN0003182

In case of electronic fund transfer, copy of transfer receipt/electronic transfer receipt is to be submitted offline along with other documents at PCKL office at Bengaluru before last date and time of submission of bids of this RfS document

**Address for submission of hardcopies of Techno-Commercial Bid**

Power Company of Karnataka Limited, 5th Floor, KPTCL Building, Kaveri Bhavan, Bengaluru – 560 009.

Telephone:080-22294390, 22210685

Website: [www.pckl.karnataka.gov.in](http://www.pckl.karnataka.gov.in)

Email id: [addl.director2018@gmail.com](mailto:addl.director2018@gmail.com)

**Point of Contact**

Designation: Additional Director (Projects)- Ph:- 82778 89889

Joint Director (Projects)- Ph:- 94483 65063

Deputy Director (Projects)- Ph:- 82778 95837

**Important note:**

- Prospective Bidders are requested to remain updated for any or all notices, amendments, corrigendum, clarifications etc. to the Bidding Document published through the websites of M/s Electronic Tender.com (India) Pvt. Limited (<https://www.bharat-electronictender.com>). No separate notifications shall be issued for such notices, amendments, corrigendum, clarifications etc. in the print media or individually to the prospective Bidders and in no case PCKL shall be held responsible for any loss of information to the Bidders. All the amendments, corrigendum's, clarifications issued subsequent to this RfS document will be deemed to form part of this RfS.
- Bids submitted without cost of the RfS document and/or Bid Processing Fee and/or Bank Guarantee against Earnest Money Deposit (EMD) (including partial submission of any one of the respective amounts), shall be liable for rejection by PCKL.
- Information regarding the subject notification shall be updated on [www.pckl.karnataka.gov.in](http://www.pckl.karnataka.gov.in) and <https://www.bharat-electronictender.com>.





# 1. Definitions

In this RfS, unless the context otherwise requires, capitalized terms shall have the meaning given to them in the table below:

Actual COD	Date of full commissioning of the Project
Affiliate	shall mean a Company that, directly or indirectly, a) controls, or b) is controlled by, or c) ) is under common control with, the Bidder / a Member of Bidding Consortium / the Developer and "Control" means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors;
Annual Fixed Cost (AFC)	Annual cost of storage payable to the Developer at the Delivery Point for a period of 40 years. The Annual Fixed Cost payable to the Developer shall be expressed in INR/MW/annum
APPC	Average Power Purchase Cost (INR per unit), including applicable transmission charges/PGCIL charges/SLDC charges, as approved by KERC for the ESCOMs in Karnataka for the respective FY
Bidder	Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin;
Bidding Consortium or Consortium	A group of Companies that collectively submit the response in accordance with the provisions of this RfS under the JBA ("Joint Bidding Agreement"), as per the format provided herein, a Consortium Agreement;
Bidding Document / Tender	This RfS, Pumped Hydro Storage Power Procurement Agreement (PHSPPA), including annexures, amendments / corrigenda thereof.
Chartered Accountant	A person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949. For bidders incorporated in countries other than India, "Chartered Accountant" shall mean a person or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country;
Contracted Capacity	Capacity of the Pumped hydro storage system in MW (i.e., 1000 MW) contracted with ESCOMs for supply by the Bidder to ESCOMs at the Delivery Point from the Project
Contract Year	Period beginning from the Commercial Operation Date (COD) and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that: a) in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and b) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;

Conversion Efficiency	Conversion Efficiency measured at the Delivery Point, and in reference to a complete cycle (full charge and full discharge) is ratio of output energy to input energy at Delivery Point
Conversion Loss/ Cycle Loss	Cycle Loss = 100% - Conversion Efficiency
Declared Availability	“Declared Availability” (MW) is the capability of the Project to operate in both pumping and generation mode, and will be declared by the PHSP Developer at / before 10 AM on day-ahead basis, for each 15-minute time block for the next day. For example, the Declared Machine Availability for all 96 no. 15-minute time blocks of 1st September 2021 will be submitted by 10 AM of 31st Aug 2021.
Developer	Means the Bidder who has been selected in the E-Reverse Auction process to develop the Pumped hydro storage plant project under this RfS, as defined in Pumped Hydro Storage Power Procurement Agreement (PHSPPA).
ESCOM	Electricity Supply Company operating in Karnataka which shall be BESCOM, MESCOM, CESC, HESCOM and GESCOM.
Financial Closure	“Financial Closure” shall mean the execution of all the Financing Agreements required for the Power Project and fulfillment of Conditions Subsequent and waiver, if any, of any of the Conditions Subsequent for the initial draw down of funds there under.
Inter-Connection Point/ Delivery Point / Metering Point	The point at STU/KPTCL periphery, where the power from the Project is injected into the identified STU Substation (including the dedicated transmission line connecting the Projects with the substation system) as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the Bidder shall abide by the relevant KERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.
InSTS	InSTS means “Intra-State Transmission System”, also known as Karnataka Power Transmission Corporation Limited (KPTCL) or STU.
Lead Member of the Bidding Consortium or Lead Member:	There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium. Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till 1 (One) year after the Commercial Operation Date (COD) of the Project;
Letter of Award (LOA)	Letter issued by PCKL to the Successful Bidder pursuant to this RfS, for signing of the Pumped Hydro Storage Power Procurement Agreement (PHSPPA)
Payment on Order Instrument (POI)	As an alternative to submission of PBG as above, the Developer also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited
Project	Project shall mean the Pumped Hydro Storage Plants (PHSP)/ Pumped hydro storage system, comprising all the various components for pumping and generation, having single point of injection into the grid at Interconnection/ Delivery/ Metering Point, or in case of sharing of transmission lines, by separate injection at Pooling Point and having separate control systems and metering. The Project shall include all Pumped hydro generation units, auxiliaries and associated facilities, bay(s) for transmission system in the their switchyard, dedicated transmission line up to the injection point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to ESCOMs of Karnataka under this RfS
Price Bid	Price Bid is the Annual Fixed Cost (AFC) as defined in Clause 5.7.1.2
Pumped Hydro	A hydro generating station which generates power through energy stored in the form

Storage Plants (PHSP)/ Pumped hydro storage system	of water energy, pumped from a lower elevation reservoir to a higher elevation reservoir;
PHSP Developer	Same as “Developer”
Scheduled COD	The date as defined in Clause 2.1.10 of this RfS Document;
Pumped Hydro Storage Power Procurement Agreement (PHSPPA)	Pumped Hydro Storage Power Procurement Agreement (PHSPPA) is the agreement signed between ESCOM/s and the Developer pursuant to this RfS.
Successful Bidder/s	Bidder/s who has / have been issued the LOA/s pursuant to this RfS.
STU (State Transmission Utility)	shall mean Karnataka Power Transmission Corporation Limited, also known as KPTCL.

# 2. Introduction

## 2.1. Background

### 2.1.1. Introduction

- a) Power Company of Karnataka Limited (PCKL) was incorporated on 20<sup>th</sup> August 2007 under the Companies Act, 1956 as per the approval accorded by the GoK, to supplement the efforts of KPCL in generation capacity addition.
- b) Presently, Karnataka has an installed capacity of about 31,669 MW<sup>1</sup> out of which renewable energy capacity is 16,011 MW<sup>2</sup> (~ 50% of the total installed). Additionally, new renewable energy capacities are expected to be installed and commissioned in the state.
- c) In view of the increasing variable renewable energy, there is a need for balancing the grid. Pumped Hydro Storage Power Plants (PHSPs), one of the various balancing power sources, offer the unique advantage of acting as generator or a load depending on the requirement of the grid.

### 2.1.2. About the project

- a) The Bidders selected by PCKL based on this RfS, shall set up Pumped hydro storage system on “Build Own Operate” (B-O-O) basis anywhere in Karnataka for an aggregate capacity of 1,000 MW in accordance with the provisions of this RfS document and standard Pumped Hydro Storage Power Procurement Agreement (PHSPPA). PHSPPA format has been enclosed and can be downloaded from website of ISN-ETS <https://www.bharat-electronictender.com>.
- b) The Project will result in making available firm-dispatchable power to meet the demand patterns of ESCOMs during Peak Hours, thereby strengthening the peak power supply capacity and power system stabilization measures in the State.
- c) ESCOMs shall enter into a Pumped Hydro Storage Power Procurement Agreement (PHSPPA) with the successful Bidder(s) for the Contracted Capacity from Pumped hydro storage system for a period of 40 years based on the terms, conditions and provisions of the RfS
- d) With the above objective, PCKL has issued this RfS for transparent bidding process. The RfS provides for a transparent methodology for contracting Pumped hydro storage system capacity for an aggregate capacity of 1,000 MW for a period of 40 years at a price determined through competitive bidding process.
- e) The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) irrespective of number of Projects and/or number of locations for the total quoted capacities. For instance, if a Bidder wishes to a setup 4 (four) nos. of 250 MW Pumped hydro projects in four different locations under this RfS, then the Bidder shall quote a single Annual Fixed Price (expressed in INR Lakhs/MW/annum) for all the four Projects. Submission of multiple Annual Fixed Price values for different Projects by the same company shall result in rejection of the Bid.
- f) Bidder shall be responsible for development of Pumped hydro storage anywhere in Karnataka on “Build-Own-Operate” basis for the procurement of energy storage solution by the ESCOMs of Karnataka based on their requirement.

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<sup>1</sup> Energy Department, Government of Karnataka (as on 31 Dec 22)

<sup>2</sup> KREDL RE Progress report (as on January 23)

- i. Under this RfS, the energy charge payable by beneficiary for pumping power for the Pumped Hydro storage systems shall be as per KERC (Terms and Conditions for Determination of Generation Tariff) Regulations, 2019 by the respective ESCOMs for the declared Cycle Loss. ESCOMs shall be responsible for making available the pumping power required for the scheduled dispatch.
- ii. The point of delivery of stored power during generation mode and the point of drawl of pumping energy shall be at the Delivery Point/Inter-connection Point.

### 2.1.3. Salient Features of the Tender

- a) The total bid capacity intended to be procured by the ESCOMs is 1,000 MW from PHSP/s capable of discharge of 8-hour per day i.e., ESCOMs will procure energy corresponding to 8 Million Units (MUs) from the Contracted Capacity as per the schedule provided by SLDC.
- b) ESCOMs/SLDC shall provide the Developers with sufficient hours for pumping operations based on grid operational conditions.
- c) The primary objective of this RfS is to add flexibility and firmness to maintain the health of the grid. Hence, ESCOMs will procure energy corresponding to 8 Million Units (MUs) from the Contracted Capacity over a total discharge duration of 8 hours (with continuous 5 hr discharge) , on daily basis in accordance to the schedule provided by SLDC. The generation shall be flexible on daily basis in accordance with the SLDC schedule. The application of PHSP storage will be time-shifting / peak-off-peak load management for the State of Karnataka.
- d) **Minimum Bid Capacity:** Bidders may quote capacity of 100 MW with single location.
- e) **Multiple locations:** A Bidder may quote for multiple locations (all in Karnataka), subject to
  - (i) each location being minimum 100 MW,
  - (ii) single price bid for all locations
- f) **Maximum Bid Capacity:** Bidder/s (including Affiliate) may quote capacity not exceeding 1,000 MW.
- g) **Location and Connectivity:** The Bidders may offer the bid from PHSPs located anywhere in Karnataka, chosen by the Bidders at their own discretion, cost, risk and responsibility. The responsibility of getting the STU connectivity and Long-Term Access (LTA) shall entirely be on and at the cost of the Bidder. All expenses including connectivity charges, LTA charges and losses to & from the Delivery Point shall be borne by the Bidder without any liability to reimburse by ESCOMs. The construction of transmission system, maintenance of transmission system and losses up to the Delivery Point shall be responsibility of the Developer. ESCOMs shall be responsible for transmission charges, losses, and any other charges as applicable, beyond the Delivery Point. The connectivity point to STU would be at the bus and it is responsibility of PHSP Developer to construct necessary bus and bays at its own cost.
- h) **Award criteria** shall be through competitive bidding process, based on the parameters as below:
  - i. Annual Fixed Cost (AFC) expressed in INR Lakhs/MW/annum, quoted by the Bidders at Delivery Point,
  - ii. Cost of Cycle Loss (CCL), expressed in INR Lakhs/MW/annum, which shall be calculated based on the Cycle Loss (%) declared by the Bidder
- i) **Evaluation:** based on the above award criteria.
- j) **Tenure of Pumped Hydro Storage Power Procurement Agreement (PHSPPA):** ESCOMs shall enter into Pumped Hydro Storage Power Procurement Agreement (PHSPPA) with the Developer for respective Contracted Capacities at Delivery Point, from the Effective Date to Expiry date

- k) **Input energy** for pumping shall be provided by ESCOMs free-of-cost to the Developer(s) at the Delivery Point, as detailed herein. However, the deviation charges for pumping and discharging, if any, shall be borne by the Developer(s).
- l) **Status of PHSP Project/s:** Subject to meeting the eligibility criteria, Bidders may quote from PHSP Projects either completed or at any stage of development / construction or intended to be developed / constructed.

#### 2.1.4. Project capacity

- a) The successful bidder shall be required to develop the Pumped hydro Storage for the capacity quoted by the bidder and required to sign PHSPPA with the ESCOMs of Karnataka. The Projects setup under this RfS shall be capable for 8 Hrs of discharge/day. ESCOMs may procure energy corresponding in Million Units (MUs) (1,000 MW x 8-hour/day) from the Contracted Capacity, on daily basis.
- b) **Minimum capacity:** The Pumped hydro Storage plant unit shall be of minimum 100 MW capacity at a single location.
- c) **Total capacity:** The total capacity to be allocated to the bidders including its Affiliate, or any Group Company shall be 1,000 MW.
- d) **Response time:** The response time for the Project for both generation and pumping mode shall be as mentioned below:
  - i. Maximum Ramp-up Response time in operating conditions: 60 seconds up to 30% of the Contract Capacity
  - ii. Maximum Ramp-down Response time in operating conditions: 60 seconds up to 30% of the Contract Capacity
  - iii. Maximum Response time to reach Contract Capacity: 5 minutes
  - iv. Maximum Response Time from Cold Start: 30 minutes.
- e) **Automatic Generation Control (AGC):** The Pumped hydro Storage plant shall have Automatic Generation Control functionality.
- f) Each unit of the PHSP project shall have the ability to vary the capacity between 20% to 100% of the rated MW capacity with hydro unit overload capacity as per CEA standard.

#### 2.1.5. Selection of technology

- a) Under this RfS, Pumped hydro storage systems shall be the only allowed energy storage technology. The Bidder has the flexibility to choose the type and power rating of the various equipment of the Pumped hydro system depending on project layout, operating water levels, storage capacity of reservoirs, data on long term flow availability, selected turbo generating equipment type and its parameters and other relevant parameters.
- b) The selection of PHSP technology would be technology agnostic.
- c) Irrespective of the PHSP technology being implemented in the Project, the Bidder shall be responsible for discharge for 8-hours on daily basis and flexible, as per the schedule provided by SLDC.

#### 2.1.6. Eligible Pumped hydro projects

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

- a) The Projects to be selected for aggregate capacity of 1,000 MW, provide for deployment of Pumped hydro storage projects. However, the selection of projects would be technology agnostic.

- b) Projects under inception stage, projects under construction, projects which are not yet commissioned and projects already commissioned but do not have any long-term PSPA/PPA with any agency and selling power on short-term or merchant plant basis will also be considered, in case these projects are not already accepted under any other Central or State Schemes and do not have any obligations towards existing buyers.

#### 2.1.7. Maximum Eligibility for project capacity allocation for a Bidder

For the purpose of bidding, the Contracted Capacity shall refer to the rated Pumped hydro capacity (MW) to be quoted by the bidder

- a) A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company may submit a single bid with minimum of 100MW to a maximum of 1,000 MW.
- b) The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be 1,000 MW. Capacity of a single Project shall range between 100 MW to 1,000 MW.
- c) Multiple bids from same company including its Parent/ Ultimate Parent /Affiliates/Group Companies shall make all the bids submitted by the group invalid.
- d) The evaluation of bids shall be carried out as described in Section 6.2 of RfS. The methodology for allocation of Projects is elaborated in Section - 6.6.

#### 2.1.8. Project Location

- a) **Location of the Pumped hydro system:** The Pumped hydro projects can be located anywhere in Karnataka. The Projects shall be located at the locations chosen by the Bidder at its own discretion, cost, risk and responsibility. However, Project location should be chosen taking cognizance of the provisions as per Clause 2.1.15 of this RfS.
- b) **Location of each Project:** For each Project, the minimum Project capacity at a single location shall be 100 MW and the maximum capacity shall be 1,000 MW.

#### 2.1.9. Commissioning, Part Commissioning and Delay in Commissioning of Pumped hydro projects

##### 2.1.9.1. Commissioning

- a) The Projects shall be Commissioned within a period of 3 (Three) Years or (36 months) ("Scheduled Commissioning Period") from Effective Date (as defined in the Draft PHSPPA), which is termed as the "Scheduled COD". For example, if the Effective Date (as defined in the Draft PHSPPA) is 15 August 2021, then Scheduled COD shall be 14 August 2024, irrespective of holidays.
- b) The Bidder shall be permitted for full commissioning as well as part commissioning of the Project even prior to the Scheduled COD; in such cases, ESCOMs may procure the project capacity (MW) at the Annual Fixed Cost as specified in the PHSPPA.
- c) The maximum time period allowed for commissioning of the full Project Capacity shall be limited to 4 (Four) years from the Effective Date of the PHSPPA (for e.g., if Effective Date of the PHSPPA is 15 August 2021, then the above deadline for Project commissioning shall be 14 August 2025). Failure to achieve the Project COD on or before the Scheduled COD by the Bidder shall attract encashment and invocation of Performance Security followed by imposition of Delay Liquidated Damages, as mentioned in Clause 2.1.9.3.

##### 2.1.9.2. Part Commissioning

- a) Part commissioning of the Project shall be carried out as mentioned below:



- i. The minimum capacity for acceptance of first part commissioning at one project site shall be 50% of the allocated Project Capacity or 100 MW, whichever is lower, without prejudice to the imposition of penalty, in terms of the PHSPPA on the part which is not commissioned.
- ii. However, the Scheduled COD will not get altered due to part-commissioning. Irrespective of dates of part commissioning, the PHSPPA will remain in force for a period of 40 years from the Scheduled COD or from the date of full commissioning of the projects i.e., actual COD, whichever is earlier.

#### 2.1.9.3. Delay in Commissioning

- a) In case of delay in commissioning of the Project beyond the Scheduled COD until the date as indicated in Clause 2.1.9.1(c) above, as part of the liquidated damages, the total Performance Bank Guarantee amount for the Project shall be encashed on per-day-basis and proportionate to the balance capacity not commissioned. For example, in case of a Project of 1000 MW capacity, if commissioning of 100 MW capacity is delayed by 18 days beyond the Scheduled COD, then the liquidated damages shall be: Performance Bank Guarantee Amount x (100/1000) x (18/365).
- b) In case the Commissioning of the Project is delayed beyond the date as on indicated in 2.1.9.1(c), the PHSPPA capacity shall stand reduced/ amended to the Contracted Capacity Commissioned and the PHSPPA for the balance capacity will stand terminated and shall be reduced from the selected Contracted Capacity.
- c) In case of delay in commissioning of the Project due to reasons beyond the reasonable control of the Bidder, ESCOM may extend the Scheduled COD after examining the issue on a case-to-case basis.

#### 2.1.9.4. Early Commissioning

- a) The Bidder shall be permitted for full commissioning as well as part commissioning of the Project even prior to the Scheduled COD. In cases of early part-commissioning, till the Scheduled COD, PCKL may, at its discretion of the ESCOMs agree to procure the capacity @ 75% (seventy-five per cent) of the respective Annual Fixed Cost (AFC) on pro-rata basis for the capacity made available for the duration between date of early part-commissioning and Scheduled COD.
- b) However, in case the entire capacity is commissioned prior to the Scheduled COD, PCKL may at its discretion, if the ESCOMs agree to, purchase the power at AFC.
- c) In case of early part-commissioning or commissioning of entire capacity prior to the Scheduled COD, the input energy for pumping shall be provided by the ESCOMs as per KERC (Terms and Conditions for Determination of Generation Tariff) Regulations, 2019 at Delivery Point up to the declared Cycle Loss.
- d) Any energy imported by the PHSP Developer during the construction phase i.e., before synchronization shall be as per applicable HT tariff and the energy imported by the PHSP Developer after achieving the COD shall be settled at a rate as per applicable DSM regulations.

#### 2.1.9.5. Delay in commissioning on account of delay in STU connectivity operationalization

- a) The Bidder shall apply due diligence while identifying the InSTS substations and applying for connectivity, with reference to bay availability and/or timelines of commissioning of planned InSTS infrastructure. PCKL does not assume any responsibility in this above-mentioned process of ascertaining availability at the InSTS substations and grant of connectivity.
- b) Subsequent to grant of connectivity, in case there is a delay in grant/operationalization of connectivity by the STU and/or there is a delay in readiness of the InSTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the InSTS network until Scheduled COD of the Project, and it is established that:

- i. The Bidder has complied with the complete application formalities with STU.
  - ii. The Bidder has adhered to the applicable procedures in this regard as notified by the KERC/STU, and
  - iii. The delay in grant of connectivity by the STU and/or delay in readiness of the InSTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the InSTS network, is a factor attributable to the STU and is beyond the control of the Bidder;
- c) The above shall be treated as delays beyond the control of the Bidder and Scheduled COD for such Projects shall be revised. Decision on requisite extension on account of the above factor shall be taken by PCKL on case-to-case basis.

#### 2.1.10. Commercial Operation Date (CoD) of Pumped hydro storage system

- a) Scheduled COD shall be the date on which the commissioning certificate is issued upon successful commissioning of the full capacity of the Project as per applicable grid code. The 40-year tenure of PHSPPA shall be as per the provisions of PHSPPA. The following milestone dates may therefore be observed and may fall on separate dates:
- a. **Interconnection with Grid:** This may be provided by the STU on the request of the project developer, even if the project is only partially ready to facilitate testing and allow flow of power generated into the grid to avoid wastage of Power.
  - b. **Commissioning of the Project:** This will be on a date, when the project meets the criteria defined for project commissioning. PCKL may authorize any individual or committee or organization to declare the project commissioned on site.
- b) Any energy produced and flowing into the grid before COD shall not be at the cost of PCKL/ESCOs under this RfS.

#### 2.1.11. Pumping power arrangement

- a) Under this RfS, the energy charge payable by beneficiary for pumping power for the Pumped Hydro systems shall be as per KERC (Terms and Conditions for Determination of Generation Tariff) Regulations, 2019 by the respective ESCOs for the declared Cycle Loss.
- b) ESCOs shall provide the Developers with sufficient power and time for pumping operation. Further, SLDC will take dynamic decision depending upon the grid condition for the number of hours charging and discharging.
- c) Reactive power charges as per CERC/KERC regulations as applicable, shall be payable by the Bidder as per provisions of PHSPPA.

#### 2.1.12. Price Bid and its Evaluation

- a) The Selection of PHSP developer under this RfS shall be based on the "Price Bid" quoted by the bidder which is sum of **Component – A:** Annual Fixed Cost (AFC), and **Component – B:** Cost of Cycle Loss (CCL).
- b) The bidders shall quote the Annual Fixed Cost (expressed in INR Lakhs/MW/annum) with the Benchmark Cost and declare the Cycle Loss of the Projects at the time of submission of response to RfS which is constant during the entire term of the PHSPPA.
- c) PCKL shall calculate the Cost of Cycle Loss (expressed in INR Lakhs/MW) by using the Bidder's declared Cycle Loss, as below formula:

$$\text{Cost of Cycle Loss} = \text{Annual Fixed Cost} \times \text{Cycle Loss \%}$$

*For illustration: If a Bidder declares a Cycle Loss of 15% for a Contracted Capacity of 1000 MW, with an Annual fixed cost of INR 50 Lakhs/MW, then Cost of Cycle Loss computed as per above formula is INR 7.5 Lakhs/MW/annum.*

- d) A single Cycle Loss (%) and Annual Fixed Cost (AFC) for supply of Pumped hydro storage till the Delivery Point for 40 years shall be quoted by the Bidder for its response to RfS, irrespective of the number of Projects quoted for and the individual Project location.
- e) The selection of Bidder shall be on the basis of sum of AFC and CCL (both expressed in INR Lakhs/MW/annum) discovered through [E-Reverse Auction] process as per this RfS.
- f) The quoted Annual Fixed Cost shall be expressed in INR Lakhs per MW per annum up to a maximum of two (2) decimal places.
- g) The Annual Fixed Cost quoted by the Bidder shall be fixed for the entire term of the PHSPPA. This shall be inclusive of all statutory taxes, duties, levies, cess etc., excluding GST, if applicable as on the last date of bid submission.
- h) The Bidder undertakes to provide Contracted Capacity to ESCOMs and ESCOMs undertakes to pay the Annual Fixed Charges discovered during the e-Reverse auction process for the Contracted Capacity at the Delivery Point, for the entire term of the PHSPPA.
- i) ESCOMs shall enter into PHSPPA with the Bidders for a period of 40 years from the COD as per the provisions of PHSPPA. The bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Custom Duties, Tax Holidays, etc. available for such projects as per prevailing conditions. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all bidders at the time of tendering itself, it is up to the bidders to avail various tax and other benefits. No claim shall arise on PCKL/ESCOMs for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable Price Bid. Any fiscal incentives such as Concessional Custom Duties, Tax Holidays, etc. available for such projects during their operational period shall be passed on to the beneficiary.
- j) The successful Bidder need to furnish a Detailed Project Report indicating various components of costs and total cost along with computation of Annual Fixed Charges and Energy Charges computed as per Regulations of KERC (Terms & Conditions of Generations Tariff) Regulations and submitted to the Commission for adoption of tariff as per Section 63 of the Electricity Act, 2003.

#### 2.1.13. Cycle Loss

- a) The Bidders shall declare the Cycle Loss (expressed in %) of the Projects according to the format prescribed in ANNEX – X: Format for Cycle Loss/ Conversion Loss.
- b) The declared Cycle Loss shall serve as a benchmark for the Developer's future performance. The declared annual Cycle Loss for the Project shall remain unchanged for the entire term of the PHSPPA.
- c) If for any month, it is found that the Bidder has not been able to adhere to the declared Cycle Loss, on account of reasons primarily attributable to the Bidder, such shortfall in performance shall be adjusted in the AFC payable on monthly basis to the Developer as penalty.
- d) The adjusted AFC payable to the Developer on monthly basis on account of higher Cycle Loss than the declared Cycle Loss shall be as below:

Adjusted AFC (payable on monthly basis)

$$= \left( \frac{\text{AFC}}{12} \right) - (\text{Cumulative Cycle Loss} - \text{Previous Cycle Loss}) - \text{Declared Cycle Loss}$$

\* Additional Input Energy Charges

Whereas,

- Cycle Loss Deviation, % = Actual Cycle Loss in a month with Cumulative Calculation % – Declared Cycle Loss, %; and
- Additional Input Energy Charges are as below

Cycle Loss Deviation from declared Cycle Loss	Excess Input Energy to be billed at
≤10%	1.5 x power purchase rate approved for the year (by KERC) at state level
> 10%	2.00 x power purchase rate approved for the year (by KERC) at state level

Where, Power purchase rate for state level shall be taken from the tariff orders approved for the ESCOMs in Karnataka. If Power purchase rate for the state is not exclusively computed by KERC, it shall be computed as follows

Power Purchase rate for the state

$$= \frac{\text{Sum of approved power purchase cost including PGCIL, KPTCL and SLDC charges for the year}}{\text{Sum of approved energy (MU) at generation bus required to meet sales target of ESCOMs for the year}}$$

**Illustration:**

If the Declared Cycle Loss is 20% whereas the Actual Cycle Loss is 25%, then the applicable amount on 5% (i.e. 25%-20%) additional input energy shall be billed and recovered from the PHSSD at the approved Power purchase rate (KERC approved value for the applicable year).

Adjusted AFC (payable on monthly basis) = (AFC/12) - Excess Input Energy x Power purchase rate approved for the year (by KERC) at state level.

Sr No	Particulars	Unit	Legend	Amount
1.	Declared Cycle Loss	%	A	20
2.	Monthly Output	MWh	B	240,000
3.	Input Energy required @Declared Cycle Loss	MWh	$C = B/(1-A)$	300,000
4.	Actual Cycle Loss	%	D	25
5.	Actual Input Energy Required	MWh	$E = B/(1-D)$	320,000
6.	Excess Input Energy required	MWh	$F = E - C$	20,000
7.	APPC rate (as approved by KERC for the state of Karnataka)	INR per unit	G	5.3 (illustrative)
8.	Excess input energy charges payable by PSP Developer	INR	$H = F * G * 1.5$	159,000

There is no Adjusted AFC (payable on monthly basis) applicable, if the Actual Cycle Loss is lower than the Declared Cycle Loss.

- e) The Bidder shall agree that the methodology specified herein above for calculation of liquidated damages payable by the Bidder for achieving Cycle Loss higher than the declared Cycle Loss is a genuine and accurate pre-estimation of the actual loss that will be suffered by PCKL/ESCOMs.
- f) The overall efficiency of the Pumped hydro storage generating units/plants shall not be less than 75% at any point of time.

#### 2.1.14. Target Monthly Availability and Target Annual Availability

- a) The Project shall achieve Target Monthly Availability and Target Annual Availability of 100%, excluding temporary transmission unavailability of STU or STU grid-related constraints and maintenance outage period beyond the Delivery Point. The Project shall be deemed to be available for 100% of the Contracted Capacity for each of the time-blocks of the day.
- b) In every Contract Year, the Developer will be allowed to carry out the scheduled Operation & Maintenance activities within a 2 (two) selected month as decided by the SLDC, for a period within **20** days. The Developer shall plan its maintenance & allied activities and outages accordingly in consultation with SLDC at the beginning of each Contract Year. However, the total period of scheduled and unscheduled related outages in a Contract Year shall not exceed **20** days.
- c) Availability (expressed in %) means the proportion of total capacity, for each of the time-blocks of the day, that can be made available to ESCOMs/SLDC for power & energy discharge/ pumping at the Delivery Point.
- d) The Monthly Availability and Annual Availability shall be calculated as below:

$$\text{Monthly Availability (\%)} = \frac{\text{Sum of all timeblock Declared Availability (MW) in the Month} \times \left( \frac{1 \text{ Hour}}{\text{No of timeblock in an hour}} \right)}{\text{Contracted Capacity (MW)} \times 24 \times \text{No. of days in the Month}}$$

and

$$\text{Annual Availability (\%)} = \frac{\text{Sum of all timeblock Declared Availability (MW) in the Contract Year} \times \left( \frac{1 \text{ Hour}}{\text{No of timeblock in an hour}} \right)}{\text{Contracted Capacity (MW)} \times 24 \times \text{No. of days in the Contract Year}}$$

The Bidder shall declare the capacity of the Pumped hydro storage system (in MW) that is available for each of the time blocks of the Delivery Date by 10 AM of the previous day. The Bidder shall ensure that the capacities declared are made available to the ESCOMs/SLDC in pumping/discharge mode.

- e) Above day-ahead charge / discharge schedules may be revised by SLDC till 30 minutes before the actual generation / pumping time-block. Similarly, Machine Availability may be revised by the Developer till 30 minutes before the actual generation / pumping time-block.
- f) Instruction from SLDC shall be given 30 minutes for cold start in prior based on the demand from ESCOM's. Bidder shall schedule the required power as per SLDC command. The permissible deviation for the block-wise schedule provided by SLDC shall be as per the applicable Regulation.
- g) If in a month, the Actual Monthly Availability is lower than Target Monthly Availability, penalty shall be levied on the Bidder, after the end of the month, as per the following formula:

$$\text{Penalty (Rs Lakh)} = (100\% - \text{Monthly Availability in \% achieved for the Month in a Contract Year}) \times (\text{AFC in Rs Lakh per MW per annum}/12) \times (\text{Contracted Capacity in MW})$$

*For illustration: If a Developer achieves a Monthly Availability of 93% during the month in a Contract Year and the AFC quoted by the Developer is INR 10 Lakhs/MW/annum for a Contracted Capacity of*

*1,000 MW, then Penalty for achieving Monthly Availability below 100%, computed as per above formula is INR 0.58 Crores for the month.*

- h) The calculation of Monthly and Annual Availability shall exclude the following time-blocks:
  - i. Time-blocks during which the Project can generate / pump power, but the Project is unavailable due to temporary transmission unavailability or grid-related constraints, for reasons not attributable to the PHSP Developer. The duration of grid unavailability shall be intimated by [SLDC] and shall be factored for Annual Availability computations as per above clause.
  - ii. Time-blocks in selected 2 months as decided by SLDC for a total period of 20 days and approved by SLDC for carrying out the scheduled and unscheduled maintenance.
  - iii. Based on machine availability by developers, SLDC shall provide time block for pumping and generation, and schedule the injection into grid. Any deviation from the generation schedule shall be addressed as per KERC/CERC Deviation Settlement Mechanism Regulations as applicable.

#### 2.1.15. Connectivity

- b) The point of delivery of stored power during generation mode and the point of drawl of pumping energy shall be at the Delivery Point/ Inter-connection Point.
- c) The Bidder is allowed to connect the Pumped hydro storage plant at STU delivery point.
  - i. The Bidder shall identify the nearest STU connected Delivery Point. The responsibility of getting STU connectivity and arrangement of connectivity to nearest STU substation shall entirely be with the Bidder and shall be at the cost of the Bidder. In this regard, the Bidder shall be required to follow the detailed Connectivity Procedure as issued by the STU/KPTCL and KERC (amended from time to time).
  - ii. The Bidder shall be required to apply for connectivity at the identified STU substations within 30 days of Signing of PHSPPA.
  - iii. All charges & losses, including the STU connectivity charges, transmission charges & losses, scheduling / SLDC / SRLDC charges, etc. shall be borne by the Bidder.
  - iv. The maintenance of Transmission system up to the Delivery Point shall be responsibility of the Bidder.
  - v. All expenses including connectivity charges, wheeling charges and losses between the Plant Ex-bus and the Delivery Point shall be to the account of Successful Bidder without any reimbursement by KPTCL or ESCOMs/PCKL.
- d) Reactive power charges as per CERC/KERC regulations as applicable, shall be payable by the Bidder as per provisions of PHSPPA.
- e) Metering arrangement of each project shall have to be adhered to in line with relevant clauses of the PHSPPA.
- f) Along with the Techno-Commercial Bid, the Bidder shall be required to submit a preliminary report confirming the technical feasibility of connectivity from STU.
- g) [ESCOMs] shall be responsible for all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point and up to the Drawl Point.

#### 2.1.16. Synchronization, Commissioning & Commercial Operation

- a) The synchronization, commissioning and commercial operation of the Project shall be as per the applicable Grid Code/ Central Electricity Authority/ Central and State guidelines.
- b) The Bidder shall give the concerned RLDC/SLDC and the ESCOMs at least 30 days' advanced tentative written notice and at least thirty days advanced final written notice of the date on which it intends to synchronize the Project to the Grid System.
- c) There can be part-Commissioning of the project. Part commissioning of the project shall mean that all equipment corresponding to the part capacity have been installed and commissioned, and corresponding energy has flown into the grid, subsequent to an approval.

#### 2.2. Project agreements

- a) Under the Project Agreement, the Bidder shall enter into Pumped Hydro Storage Power Procurement Agreement (PHSPPA) with the concerned ESCOMs in Karnataka. The tenure of the PHSPPA shall be 40 years.
- b) The above Agreements shall form the part of Bidding Document and shall be executed as per Clause 2.1.2 of the RfS.

#### 2.3. Arrangement of Water

- a) Bidder shall be solely responsible for arrangement of Water required to operate the Pumped hydro storage plant. Evaporation and other losses, if any shall, be recouped by the Bidder.
- b) PCKL/ESCOMs shall bear no liability with respect to arrangement of Water required for the operation of projects. The Bidder shall be responsible for obtaining all the necessary approvals, permits and clearances for arrangement of Water.

#### 2.4. Approvals and clearances

- a) PCKL will provide necessary support to facilitate the required approvals and sanctions in a time bound manner so as to achieve commissioning of the Projects within the scheduled timeline. However, PCKL shall bear no liability with respect to obtaining required approvals and sanctions so as to achieve commissioning of the Projects.
- b) The Bidders are required to obtain all necessary clearances and permits as required for setting up the Pumped hydro projects, including but not limited to the following:
  - i. Approvals related to connectivity to STU
  - ii. Preliminary feasibility report for connectivity to the STU substation
  - iii. Approvals related to General Plant layout
  - iv. Approvals related to Geological, hydrological, Power potential, Construction aspects
  - v. Approvals related to ROR/ Storage Aspects/ Pondage
  - vi. No Objection (NOC)/Environmental clearance for the Project.
  - vii. Forest Clearance (if applicable) for the land for the Project.
  - viii. DPR approval
  - ix. Other statutory clearances (if applicable)



## 2.5. Technical and Regulatory Requirements to be followed for Grid Connected Energy Storage Project

Bidder shall comply all provisions and amendments thereafter of

- (ii) CEA (Technical Standards for Connectivity to Grid) Regulation, 2007
- (iii) CEA (Technical Standards for construction of Electrical Plants and Electrical Lines) Regulation, 2010
- (iv) CEA (Grid Standard) Regulation, 2010
- (v) CEA (safety requirements for construction, operation and maintenance of Electrical Plants and Electrical Lines) Regulations, 2011
- (vi) CEA (Measures relating to Safety and Electrical Supply) Regulations, 2010
- (vii) CEA (Installation and Operation of Meters) Regulations 2006
- (viii) KEGC, 2010
- (ix) CEA (Technical standards for communication system in Power system operations) Regulation 2020
- (x) CERC (Communication System for Inter State Transmission of Electricity) Regulations 2017
- (xi) MNRE/MoP guidelines/OM/Advisory/Clarifications
- (xii) And any other applicable standard/regulations for PHSP

## 2.6. Codes and Standards applicable for PHSP

### 1. System Testing and Commissioning

The PHSP shall be commissioned as per commissioning criteria and procedures specified by the CEA.

### 2. Other Sub-systems/Components

Other subsystems/components used in the PHSP must also conform to the relevant international/national Standards for Electrical Safety for ensuring Expected Service Life and Weather Resistance

### 3. Warranty

PHSP Developer shall procure performance guarantees from the OEM to ensure minimum performance levels for predefined application(s) as per the terms of the RfS. The Warranty shall clearly indicate life expectancy given discharge profiles provided for the application.

### 4. Hydro PSP based Storage solution shall comply the following as minimum at the time of bid submission.

- It should have valid approved DPR approval from CEA or DPR under process
- It already received Environment Clearances from Competent Authority/under Process.

It should already received water allocation approval

### 5. The energy shifting solution offered by the Applicant shall confirm to the following technical specifications/requirements:

- Charge and Discharge on demand basis /based on schedule as per ESCOMs/SLDC requirement.
- PHSP developer shall ensure the minimum Charging/discharging level should be at least 20% of peak contracted MW capacity.



- Round Trip Efficiency: >75%. Inclusive of all losses up to metering point. Metering at STU injection/drawl point as per CEA metering regulation.
- Maximum Ramp-up Response time in operating conditions: 30 seconds.
- Maximum Ramp-down Response time in operating conditions: 30 seconds.
- AGC functionality.
- SCADA & metering Installation and Commissioning up to GSS shall be done by the developer
- Developer shall indicate the proposed location of the storage solution in RfS submission.

## 2.7. Performance Monitoring

As part of the performance monitoring, the following shall be carried out:

- a) The PHSP developer must install necessary equipment to continuously measure PHSP operating parameters (including but not limited to voltage, current, etc.) as well as energy input into and energy output from the PHSP along with Metering arrangement in accordance with extant regulations. They will be required to submit this real time data to ESCOMs/SLDC (as applicable) online and through a report on regular basis every month for the entire duration of contract. A separate remote monitoring facility at SLDC is required where auto report generation facility is possible.
- b) If required the PHSP developer shall provide access to PCKL for installing any additional monitoring equipment to facilitate on-line transfer of data.
- c) All data shall be made available as mentioned above for the entire duration of the Contract.
- d) The PHSP SCADA should be compatible to SLDC SCADA system (upgraded from time to time). All real time online data should be accessible to SLDC/ESCOMs. This time series data shall be available from the Project SCADA system for monitoring and to facilitate daily, monthly and annual Report for performance monitoring.
- e) Web-based monitoring should be available, which should not be machine dependent. The web-based monitoring should provide the same screens as available in the plant. Also, it should be possible to download reports from a remote web-client in PDF or Excel format.

## 2.8. Viability Gap Funding (VGF)

The Bidder shall disclose the details of VGF availed if any at the time of bid submission and also during the tenure of Pumped Hydro Storage Power Procurement Agreement (PHSPPA).

# 3. Bid Process

## 3.1. Description of Bid Process

In order to select the Successful Bidders, PCKL shall follow a Bid process on the Proposal submitted by the Bidders comprising of Techno-Commercial Bid and Price Bid, followed by the E-Reverse Auction process, as explained below:

### 3.1.1. Techno-Commercial Bid

- a) Bidders shall submit a Proposal consisting of two (2) envelopes (a) the Techno-Commercial Bid as described in Clause 5.7.1.1; and (b) the Price Bid as described in Clause 5.7.1.2. The Techno-Commercial Bid shall be opened first and a determination of responsiveness check of the Techno-Commercial Bid shall be made in accordance with Clause 6.1. The Bidders who meet the Technical Capacity and Financial Capacity as per the RfS and also found responsive in terms of the Techno-Commercial Bids shall be termed as Techno-Commercially qualified Bidders.
- b) Subject to Clause 6.1, PCKL will examine all the documents submitted by the Bidders/Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, PCKL may seek clarifications / additional documents to the documents submitted etc., from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by PCKL within 3 days from the date of such intimation from PCKL. All correspondence in this regard shall be made through email/ PCKL portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. 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. PCKL shall not be responsible for rejection of any bid on account of the above.

### 3.1.2. Price Bid Opening

- a) PCKL shall open the Price Bids of the Techno-Commercially qualified Bidders only and determine their responsiveness in accordance with Section 5 in order to identify the Eligible Bidders. The Eligible Bidders can participate in the E-Reverse Auction process as per the provisions mentioned in Clause 6.6.

### 3.1.3. E-Reverse Auction Process

- a) The Eligible Bidders shall participate in the [E-Reverse Auction] process, in accordance with Clause 6.6 for determination of the Successful Bidders. The Successful Bidders shall be selected as per the provisions mentioned under Clause 6.6.1.
- b) For conducting electronic tendering, PCKL has adopted a secured and user-friendly e-tender system enabling bidders to search, view, download tender document(s) directly from the e-tendering portal of M/s Electronic Tender.com (India) Pvt. Limited (<https://www.bharat-electronictender.com>) through ISN-ETS. This portal built using Electronic Tender's software is also referred to as Electronic Tender System® (ETS).
- c) To use the Electronic Tender® portal <https://www.bharat-electronictender.com>, vendors need to register on the portal.
- d) Interested bidders have to download official copy of the RfS & other documents after login into the e-tendering Portal of ISN-ETS <https://www.bharat-electronictender.com>. If the official copy of the documents is not downloaded from e-tendering Portal of ISN-ETS within the specified period of

downloading of RfS and other documents, bidder will not be able to participate in the tender. The copy of the RfS & other documents will also be uploaded on PCKL website (<https://pckl.karnataka.gov.in>).

- e) 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 Centre' 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.
- f) For any help/guidance, bidder may contact below given contact details

TCIL/ ETS Helpdesk	
Telephone/ Mobile	Customer Support: +91-124-4229071, 4229072 (From 10:00 HRS to 18:00 HRS on all Working Days (Monday to Friday) except Government Holidays)
E-mail ID	<a href="mailto:support@isn-ets.com">support@isn-ets.com</a> [Please mark CC: support@electronictender.com]

## 3.2. Eligibility of Bidders

### 3.2.1. Nature of Bidding Entity

- a) Any Bidder, which is a Company constituted under the Companies Act, 1956 or 2013 in India or as per an equivalent law for the foreign Bidders can submit their Bids. A Bidder can participate either as a Single Bidder or as a Consortium. For the avoidance of doubt, it is clarified that partnership firm, limited liability partnership (LLP) and limited liability companies (LLC) shall not be eligible to submit a Bid. Foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin.
- b) In case the Successful Bidder is a Single Bidder then it may, at its own discretion, form an SPV to execute the Project Agreements. However, in case the Successful Bidder is a Consortium or a foreign Bidder, then such Successful Bidders shall mandatorily incorporate an SPV to execute the Project Agreements.
- c) In the event that the Successful Bidder, which is a Single Bidder, chooses not to incorporate an SPV, then the shareholders of the Successful Bidder, as on the date of submission of the Bid, should continue to hold at least fifty one percent (51%) of the total Paid-up Share Capital with voting rights of the Successful Bidder until the expiry of First Contract Year. If the Successful Bidder is a Single Bidder and chooses to incorporate an SPV, then the Successful Bidder shall subscribe and hold at least fifty one percent (51%) of the Paid-up Share Capital with voting rights of SPV from the date of incorporation of the SPV until the expiry of First Contract Year.
- d) If the Successful Bidder is a Consortium, then the all the members of the Consortium together shall subscribe and hold at least fifty one percent (51%) of the Paid-up Share Capital with voting rights of SPV in aggregate and the Lead Member of the Consortium shall subscribe and hold at least twenty six percent (26%) of the Paid-up Share Capital with voting rights of SPV from the date of incorporation of the SPV until the expiry of First Contract Year .Any change in the shareholding after the expiry of First Contract Year can be undertaken in concurrence with the ESCOMs. In the event the Bidder is in default to its lenders, then the lenders shall be entitled to undertake "Substitution of Promoters" in concurrence with the ESCOMs.
- e) If the Successful Bidder is a Consortium, then the Consortium, in addition to incorporating an SPV, comply with the following conditions:
  - i. The number of members in such Consortium shall not exceed three (3) at any point in time during the PHSPPA Term.

- ii. The Proposal submitted by the Lead Member of the Consortium shall contain the required information of all the members of the Consortium.
  - iii. The members of the Consortium shall nominate the Lead Member. Such nomination shall be supported by a Power of Attorney signed by all the Members of Consortium and shall substantially be in the form set out in APPENDIX-IV. The Lead Member shall have the authority to represent all the members of the Consortium during the Bid process and until the expiry of the First contract Year and thereafter (as applicable). Also, the authorized signatory of all the members of the Consortium shall be supported by Power of Attorney in the form set out in APPENDIX-III.
  - iv. The Consortium shall submit a binding and enforceable JBA to PCKL with its Bid, substantially in the form set out at APPENDIX-V. Except as specifically permitted in accordance with the Bidding Document, the members of the Consortium shall not amend, vary or terminate the JBA at any time during the validity period of the Bid and thereafter, until the expiry of First Contract Year, without the prior written consent of ESCOM.
  - v. All the members of the Consortium shall undertake that they shall be jointly and severally responsible and liable for meeting all of the Bidder's obligations in relation to the Pumped hydro storage projects.
- f) The Successful Bidder or the shareholders of the Successful Bidder, as the case may be, will be entitled to, with seeking prior consent from counterparties ESCOMs to the Project Agreements, dilute its shareholding in the Paid-up Share Capital of the SPV or the Successful Bidder, as the case may be, below the levels stated in Clause 3.2.1 c) above after the expiry of First Contract Year. Such dilution maybe undertaken, if the transferee meets the Technical Capacity and Financial Capacity demonstrated by the Successful Bidder at the time of submission of the Techno-Commercial Bid.

### 3.2.2. General Conditions of Eligibility

- a) A Bidder shall not have a conflict of interest that affects the Bid Process (Conflict of Interest). Any Bidder found to have a conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting the Bid Process, if:
- i. Such Bidder or its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity of such Bidder:
    - a) Controls, is Controlled by or is under common Control with any other Bidder or their/its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity thereof; or
    - b) has any direct or indirect ownership interest in any other Bidder or Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity thereof, provided that this disqualification shall not apply if the control or ownership interest is exercised or held by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013; or
  - ii. Such Bidder or its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity is also a constituent of another Bidder; or
  - iii. Such Bidder receives or provides any direct or indirect subsidy, grant, concessional loan or subordinated debt from or to any other Bidder or such other Bidder's Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity; or
  - iv. Such Bidder or its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity has a relationship with another Bidder, or such other Bidder's Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity, directly or through common third party/parties

(including advisors), that puts either or both of them in a position to have access to the other's information about, or to influence the Bid, of the other; or

- v. Such Bidder or its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity has participated as a consultant to PCKL in the preparation of any documents, design or technical specifications of the Projects.

*Explanation: If a Bidder is a Consortium, then the term "Bidder" shall include each member of such Consortium; and the term "Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity" shall include Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity of each Member of the Consortium.*

- b) A Bidder shall be liable for disqualification if any legal, regulatory, financial or technical advisor of PCKL in relation to the Projects is engaged by the Bidder in relation to this RfS, the member of the Consortium or any of their Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity, as the case may be, in any manner for matters related to the submission of the Bid. For the avoidance of doubt, this disqualification shall not apply where such advisor was engaged by the Bidder, its Member or any of its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity in the past but the assignment expired or was terminated prior to the date of issue of this RfS.
- c) If, on or before, prior to issuance of Letter of Award (LOA):
  - i. A Bidder is likely to breach or breaches its undertakings under Clause 3.2.1 c) or a Member of a Consortium is likely to breach or breaches any of its undertakings under Clause 3.2.1d); or
  - ii. If any Group Business Entity, whose credentials have been relied on by the Bidder or a Member of the Consortium to demonstrate Technical Capacity and Financial Capacity, ceases or will cease to be a Group Business Entity of the Bidder or such Member until expiry of First Contract Year,

then the Bidder shall give PCKL notice of such occurrence forthwith along with all relevant particulars of such occurrence. If PCKL is of the view that such occurrence is likely to affect the Technical Capacity and Financial Capacity of the Bidder or the Consortium adversely, then PCKL may disqualify the Bidder from participation in the Bid Process; or, if the Bidder has been declared as the Successful Bidder, withdraw the LOA without PCKL incurring any liability towards the Successful Bidder for such withdrawal or termination.

- d) In case the events set out in Clause 3.2.2 c) above takes place after issuance of LOA, then the Bidder shall give all the counterparties ESCOMs to the Project Agreements notice of such occurrence forthwith along with all relevant particulars of such occurrence. If all the counterparties ESCOMs to the Project Agreements are of the view that such occurrence is likely to affect ability of the Bidder to undertake its obligations set out in the Project Agreements, then the counterparties ESCOMs under the Project Agreements shall terminate the Project Agreements, without incurring any liability towards the Bidder, in accordance with the terms of the Project Agreements.

The decision of PCKL or the counterparties ESCOMs under the Project Agreements for the above shall be final and binding on the Bidder.

- e) If any Person or Bidder including its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity has been barred or blacklisted or suspended by any central, state or local government or government instrumentality in India or in any other jurisdiction to which such Person or the Bidder including its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity belongs or in which such Person or the Bidder including its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity conducts its business, from participating in any project on a private participation basis, and the bar subsists as on the Proposal Due Date, then such Person shall not be eligible to submit a Bid, either a Single Bidder or as a member of a Consortium. If any time during the Bid Process, PCKL

finds that the Bidder or a Member of a Consortium is so barred or blacklisted or suspended, then PCKL may disqualify the Bidder from participation in the Bid Process.

- f) A Bidder or any of Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity (and in the case of a Consortium, the Members and their Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity) should not have, in the 3 (three) years immediately preceding the Proposal Due Date:
- Failed to perform any contract exceeding a contract value of INR 500,000,000 (Rupees Fifty Crore only), as evidenced by imposition of a penalty or liquidated damages by an arbitral or judicial authority or a judicial pronouncement and/or arbitration award against the Bidder, Member or their Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity, as the case may be and there is no appeal pending against such judicial pronouncement and/or arbitration award; or
  - Had any contract terminated by any government or government instrumentality for breach by such Bidder, Member or their Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity and there is no appeal pending against such termination before any judicial authority.
- g) If PCKL finds that any of the above events have occurred or affected the Bidder or a Member of a Consortium or their Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity, then PCKL may disqualify the Bidder from participation in the Bid Process.
- h) PCKL reserves the right to seek information and evidence from the Bidders regarding their continued eligibility at any time during the Bid Process and each Bidder shall undertake to provide all of the information and evidence requested by PCKL till the expiry of First Contract Year.

### 3.3. Clarifications on Bid Documents and Pre-Bid Meetings

#### 3.3.1. Clarifications and Queries

- a) If a Bidder requires any clarification on or has any query in relation to the Bidding Document, it shall submit such query or request for clarification to PCKL through email to [\[addl.director2018@gmail.com\]](mailto:addl.director2018@gmail.com) on or before the timelines mentioned in the NIT as per the following format.

Sl. no.	Clause no. of RfS	Provision of RfS	Query of bidder

The bidders are required to submit the queries in MS Word file also.

- b) PCKL shall make reasonable efforts to respond to the queries or requests for clarifications, on a non-attributed basis at the earliest. However, PCKL reserves the right not to respond to any query or provide any clarification, at its sole discretion.
- c) PCKL may, at its own, if deemed necessary, issue clarifications to all the Bidders.
- d) PCKL shall respond to the Bidder's queries/ clarifications through e-tendering portal. It shall be the Bidders responsibility to regularly visit the e-tendering portal and keep itself updated regarding any Addendum, Corrigendum and Clarification etc. that may be issued by PCKL from time to time.
- e) Verbal clarifications and information given by PCKL or any other Person for or on its behalf shall not in any way or manner be binding on PCKL.

### 3.3.2. Pre-Bid meeting

- a) Pre-bid meetings shall be conducted either through online platform or in-physical based on prevailing situation.
- b) All Bidders are invited to attend the Pre-bid meeting on the date, time and place as mentioned in the NIT. The purpose of the Pre-bid meeting will be to share clarifications and answer questions on any matter relating to the Bidding Document, the Bid Process, and the Projects.
- c) All Bidders may nominate up to two (2) authorized representatives to participate in the Pre-bid meeting, by confirming their participation at least 2 (two) days prior to the Pre-Bid Meeting. Such confirmation shall be sent by e-mail to [addl.director2018@gmail.com](mailto:addl.director2018@gmail.com).
- d) Notwithstanding Clause 3.3.1a) above, during the course of the Pre-bid meeting, all the Bidders will be free to seek clarifications and make suggestions to PCKL.
- e) Non-attendance at the Pre-bid meeting shall not be a cause for disqualification of any Bidder from participating in the Bid Process.

### 3.4. Amendment, Corrigendum of Bid Documents

#### 3.4.1. Issuance of Amendment and Corrigendum

- a) PCKL may, for any reason, whether at its own initiative or in response to a query raised or clarifications requested by a Bidder in writing or at the Pre-Bid Meeting, amend the Bidding Document by issuing an Addendum and Corrigendum at any point of time before the Bid Due Date.
- b) All Addendum(s), Corrigendum(s) and clarification(s) with respect to this RFS shall be uploaded on the e-tendering portal. The bidders shall regularly check for Addendum(s), Corrigendum(s) and clarification(s) on the portal indicated in this document.
- c) The Bidders are required to read the Bidding Document along with any Addendum and Corrigendum that may be issued in accordance with this Clause 3.4.
- d) Each Addendum and Corrigendum shall be binding on the Bidders, whether or not the Bidders convey their acceptance on the Addendum and Corrigendum.
- e) Verbal clarifications and information given by PCKL or any other Person for or on its behalf shall not in any way or manner be binding on PCKL.

#### 3.4.2. Issuance of Revised Bidding Document

- a) PCKL shall use reasonable endeavors to issue the revised Bidding Document reflecting all the amendments and changes agreed to by PCKL on or before the Bid Due Date. The revised Bidding Document issued by PCKL shall be definitive and binding on all the Bidders.
- b) PCKL shall assume that the information contained in or provisions of the revised Bidding Document shall have been taken into account by the Bidder in its Bid. PCKL assumes no responsibility for the failure of a Bidder to submit the Bid in accordance with the terms of the revised Bidding Document or for any consequent losses suffered by the Bidder.



# 4. Bid Security

## 4.1. Bid security

- a) The Bidder shall furnish as part of its Techno-Commercial Bid, a Bid Security ("Bid Security"). The Bid Security shall be for an amount of [5,00,000 INR (Indian Rupee Five Lakhs only)] per MW of the quoted capacity. Separate Bid Security shall be submitted for separate Project(s).
- b) *[The Bidder shall submit the declaration of bid security as per Format of the RfS as part of its response to the RfS. By submission of this declaration, the bidder hereby accepts that if it withdraws or modifies its response to RfS during the bid validity period, it will be suspended/banned from bidding in future KREDL/KPCL/PCKL tenders for a period of 2 years from the date of default as notified by PCKL].*
- c) The Bid Security shall remain valid for a period of one hundred and eighty (180) days ("Expiry Period") from the date original Due date for online submission of "Techno-Commercial Bid" and "Price Bid" as per RfS with an additional Claim Period of thirty (30) days from the end date of Expiry period ("Claim Period") or for such extended period as may be mutually agreed between PCKL and the Bidder, and agreed to by the concerned bank of the Bidder.
- d) The Bidder shall provide the Bid Security in the form of a bank guarantee only issued by a scheduled bank or a nationalized bank. The Bid Security shall be issued as per the format set out in APPENDIX II: Format of Bid Security. In the event that the Bid Security has been issued by a foreign branch of the scheduled bank or nationalized bank, the same should be endorsed by the Indian branch of the scheduled bank or the nationalized bank or the State Bank of India.
- e) If any Techno-Commercial Bid is not accompanied by a Bid Security, then such Techno-Commercial Bid shall be rejected by PCKL as shall be termed as non-responsive.
- f) Unless forfeited in accordance with Clause (e) mentioned above, the Bid Security of the unsuccessful Bidders shall be returned by PCKL within thirty (30) days from the date of signing of PPA with the Successful Bidders.
- g) If the Bidder is declared as the Successful Bidder, then the Bid Security of such Successful Bidder shall be returned upon submission of the Performance Security or Performance Bank Guarantee or equivalent in the form of bank guarantee, in accordance with the timelines and provisions mentioned in the Project Agreements as per Clause 2.2.
- h) The Bidder, by submitting its Bid pursuant to this RfS, shall be deemed to have acknowledged and confirmed that PCKL will suffer loss and damage on account of withdrawal of its Bid or for any default by the Bidder during the validity period of the Bid as set out in Clause 5.5, including a failure to extend the validity of the Bid Security as mentioned in Clause (e) above.
- i) The Bid Security shall be forfeited and appropriated by PCKL as mutually agreed genuine pre-estimated compensation and damages payable to PCKL for, inter alia, time, cost and effort of PCKL in preparing the Bidding Document and conducting the Bid process without prejudice to any other right or remedy that may be available to PCKL hereunder or otherwise, under the following conditions:
  - i. If a Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 7.6 of this RfS;
  - ii. If, after the Bid Due Date, a Bidder withdraws its Bid during the Bid validity period, as extended from time to time;
  - iii. If a Bidder is selected as the Successful Bidder and it fails within the specified time limit to:



- a) Sign and return, as acknowledgement, the duplicate copy of the LOA;
- b) Fulfil any other Condition Precedent to the execution of the Project Agreements;
- c) Execute the Project Agreements; and
- d) Submit the requisite Performance Security or Performance Bank Guarantee or equivalent in the form of bank guarantees under the Project Agreements.

# 5. Preparation of Bids

## 5.1. Number of Bids

- a) Multiple bids from same company including its Parent/ Ultimate Parent /Affiliates/Group Companies shall make all the bids submitted by the group invalid.
- b) Bidder as a Single Bidder or as a Consortium including their Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity is permitted to submit only one (1) Bid for all the Project(s). A Bidder who submits or participates in more than one (1) Bid shall cause all the Bids with the Bidder's participation to be disqualified.
- c) Subject to a Bidder demonstrating the requisite Technical Capacity and Financial Capacity in accordance with Clause 6.2.1 and 6.2.2, there is no restriction on the maximum number of Projects that a Bidder can bid for in its Bid.

## 5.2. Cost of Bidding

- a) The Bidders shall be responsible for all of the costs associated with the preparation of their Bid and their participation in the Bid Process. PCKL and its employees and advisors shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bid Process.

## 5.3. Language of Bid and Correspondence

- a) The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged by the Bidder and PCKL shall be in English language only.
- b) Any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English, in which case, for purposes of interpretation of the Bid, the English translation shall prevail. The translated literature shall be duly authenticated and notarized for a domestic Bidder. In case of foreign Bidders having submitted documents in any language other than English, then all such documents shall be translated in the English language by an approved translator and shall be consularized in the foreign Bidder's country. Supporting materials that are not translated into English may not be considered by PCKL.

## 5.4. Proposal Due-Date

- a) The online submission of the Proposal shall be made on or before the Bid Due Date as mentioned in the NIT as per the requirement mentioned in Clause 5.7. The hard copy of the Bid which are required to be submitted offline, as specified in Clause 5.7.2, shall be submitted by the Bidder as per the timelines mentioned in the NIT. If any Proposal is received, either offline or online, after the specified time on the Bid Due Date, it shall be rejected and shall not be opened by PCKL. In such cases, all documents submitted by a Bidder in hard copy shall be returned unopened.
- b) PCKL may, at its discretion and for any reason, including to afford Bidders a reasonable time for taking an Addendum into account in preparing the Proposal, extend the Bid Due Date for all Bidders by issuing Corrigendum, in which case all rights and obligations of PCKL and the Bidders will thereafter be subject to the Bid Due Date as extended.

## 5.5. Validity of Bids

- a) Each Proposal shall be valid for a period not less than one hundred and eighty (180) days from the original Bid Due Date.
- b) In exceptional circumstances, prior to the expiration of the Bid validity period, PCKL may request Bidders to extend the Bid validity period. The request and the responses will be made in writing.

Bidders who agree to extend the Bid validity period shall also extend the validity of the Bid Security for an equivalent period. A Bidder may refuse to extend the Bid validity period without forfeiture of its Bid Security. An extension of the Bid validity period will not entitle a Bidder to modify its Bid.

## 5.6. Currencies of Bid

- a) All values with respect to the Annual Fixed Cost and Cost of Cycle Loss in the Proposal, including the Bids submitted during the E-Reverse Auction process should be stated in Indian Rupees.

## 5.7. Key Submission of Bid

### 5.7.1. Online Bid for submission of Techno-Commercial Bid and Price Bid

- a) Each Bidder shall mandatorily submit its Bid electronically on the e-tendering portal and shall comprise of the Techno-Commercial Bid and the Price Bid.

#### 5.7.1.1. Techno-Commercial Bid

- a) The Techno-Commercial Bid shall contain the scanned copy of the documents set out below, in a sequential manner:
  - i. Letter of Bid, in the form set out in APPENDIX I along with ANNEX (I to VII) and supporting documents to be submitted by the Single Bidder, or the Lead Member of the Consortium providing all required information of all the members of the Consortium;
    - a) ANNEX-I: Details of Bidder - to be furnished in Microsoft Excel format only
    - b) ANNEX-II: Certificate from Statutory Auditor in case the experience of the Group Business Entity is used, applicable for Single Bidder only)
    - c) ANNEX-III: Statement of Legal Capacity of the Bidder
    - d) ANNEX-IV: Certificate of Anti-Collusion
    - e) ANNEX-V: Affidavit for Anti-Blacklisting
    - f) ANNEX-VI: Declaration of Shareholding Pattern of the Bidder
    - g) ANNEX-VII: No Deviation Certificate
  - ii. Bidders will declare the annual Cycle Loss of the Projects, in the form set out in ANNEX – X: Format for Cycle Loss/ Conversion Loss
  - iii. Bid Security to be submitted by the Single Bidder or the Lead Member of the Consortium, in the form set out in Appendix II;
  - iv. Power of Attorney and Board Resolution to be submitted by the Single Bidder or all the members of the Consortium in favour of their respective authorized signatories, in the form set out in Appendix III;
  - v. Power of Attorney signed by all the other members of the Consortium in favour of the Lead Member, in the form set out in Appendix IV (applicable in case of Consortium only);
  - vi. Joint Bidding Agreement (JBA) executed by all the members of the Consortium, in the form set out in APPENDIX-V Format for Joint Bidding Agreement (applicable in case of Consortium only);
  - vii. Certificate from Statutory Auditor showing the compliance to Technical Capacity, in the form set out in APPENDIX-VI: Format for Certificate from Statutory Auditor for Technical Capacity, supported by the proof of documents signed on the photocopies by the Statutory Auditor that he/ she has verified the documents. The proof of documents includes the following:

- a) Work order/ Letter of Award issued by the procurer
- b) Pumped Hydro Storage Power Procurement Agreement (PHSPPA) signed with the procurer
- c) Commissioning certificate issued by the procurer mentioning the actual date of commissioning for the project for which Technical Capacity is being claimed
- d) Proof mentioning the connectivity voltage level of the project for which the Technical Capacity is being claimed
- e) Proof for holding more than twenty six percent (26%) of Paid-up Share Capital, with voting rights as on the date of COD for the entity claiming Technical Capacity

Note: The above original documents mentioned from a) to d) must have been issued by an authority of the procurer not less than the rank of Executive Engineer level or equivalent.

- viii. Certificate from Statutory Auditor showing the compliance to Financial Capacity, in the form set out in APPENDIX-VII: Format for Certificate from Statutory Auditor for Financial Capacity, supported by the proof of documents signed on the photocopies by the Statutory Auditor that he/ she has verified the documents. The proof of documents includes the following:
  - a) Copy of unconsolidated audited annual accounts for which the Financial Capacity is being claimed along with all associated notes
  - b) Copy of charter documents of the Bidder as a Single Bidder, and in case of a Consortium applicable to all the members of the Consortium, including:
  - c) Certificate of incorporation under Companies Act, 1956 or 2013 for domestic Bidders and equivalent act/ law for foreign Bidders
  - d) Memorandum of Association highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development/Thermal/Hydro. In case, there is no mention of the above provisions in the MoA/ AoA of the Bidder, the same has to be amended and submitted prior to signing of PHSPPA, if the bidder is selected as successful Bidder.
  - e) Article of Association
  - f) GST certificate
  - g) PAN card
  - h) Proof for submission for Income tax return for the latest applicable assessment year
- ix. Copy of RfS, draft PHSPPA, Addendums, Clarification and Corrigendum duly signed by authorized signatory along with seal and shall be the part of Clause 5.7.

#### 5.7.1.2. Price Bid

- a) The Bidder shall submit its Price Bid for the cumulative eligible capacity as per Technical Capacity and Financial Capacity, online only, in the format set out in the e-tendering portal of Electronic Tender (India) Ltd (<https://www.bharat-electronictender.com>).
- b) The Bidder shall quote the Annual Fixed Cost for all the Projects in their Price Bid as per Clause 2.1.12. The quoted Annual Fixed Cost shall be expressed in INR Lakhs per MW per annum up to a maximum of two (2) decimal places.
- c) Based on the declared Cycle Loss, PCKL shall calculate the Cost of Cycle Loss (expressed in INR Lakhs per MW per annum) as prescribed in Clause 2.1.12(c).

- d) The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to quote a single Annual Fixed Cost (expressed in INR Lakhs/MW/annum) and Cycle Loss (%) for all the Projects applied for.

#### 5.7.2. Offline Bid for submission of Hardcopies

- a) The sealed envelope described below shall clearly indicate the name, address and contact details of the Bidder and shall be submitted as per the below mentioned procedure. If the envelopes are not sealed, marked and submitted as instructed, PCKL assumes no responsibility for the misplacement or premature opening of the contents of the Techno-Commercial Bid and consequent losses, if any, suffered by the Bidder.
- b) The Techno-Commercial Bid shall either be hand delivered or sent by registered post acknowledgement due or courier to the address as per address for submission of Techno-Commercial Bid mentioned in Bid Information Sheet. Any such document submitted by fax, email or any means other than those mentioned here shall not be entertained/ considered for evaluation and shall be rejected.
- c) Please note that if the documents mentioned below, comprising a part of the Techno-Commercial Bid, are submitted to any address other than the above-mentioned address, then such documents will not be considered for evaluation.
- d) Additionally, please note that in the event of any discrepancy between the documents submitted offline i.e., hardcopy under this Clause and the documents submitted on the e-procurement portal, such Bids shall be rejected.
- e) Each Bidder shall, as a part of the Techno-Commercial Bid, also submit original versions of the following documents to PCKL:
- i. Cost of RfS;
  - ii. Cost of Application Fee;
  - iii. Bid Security in the form of Bank Guarantee/ Payment on Order Instrument (POI) or through Demand Draft;
  - iv. Power of Attorney as per APPENDIX-III Format for Power of Attorney and Board Resolutions
  - v. Power of Attorneys as per APPENDIX-IV Format for Power of Attorney In favour of Lead Member of Consortium
  - vi. JBA as per APPENDIX-V Format for Joint Bidding Agreement;
  - vii. Certificate from Statutory Auditor as per APPENDIX-VI: Format for Certificate from Statutory Auditor for Technical Capacity; and
  - viii. Certificate from Statutory Auditor as per APPENDIX-VII: Format for Certificate from Statutory Auditor for Financial Capacity
  - ix. The documents to be submitted under Clause 5.7.2(e) above shall be placed in a duly sealed envelope, which shall be super-scribed as follows:
    - a) Separate envelope mentioning “Cost of RfS”
    - b) Separate envelope mentioning “Application Fee”
    - c) Separate envelope mentioning “Bid Security”
    - d) Separate envelope mentioning “Techno-Commercial Bid” enclosing the following:

1. Power of Attorney as per APPENDIX-III Format for Power of Attorney and Board Resolutions
  2. Power of Attorneys (for Consortium only) as per APPENDIX-IV Format for Power of Attorney In favour of Lead Member of Consortium
  3. JBA as per APPENDIX-V Format for Joint Bidding Agreement
  4. Certificate from Statutory Auditor as per APPENDIX-VI: Format for Certificate from Statutory Auditor for Technical Capacity
  5. Certificate from Statutory Auditor as per APPENDIX-VII: Format for Certificate from Statutory Auditor for Financial Capacity;
- x. The above envelopes can be put under the main envelope mentioning “Techno-Commercial Bid for the allotment of [1,000] MW x [8] Hours / day Storage from Pumped Hydro Storage Plant/s (PHSP/s) in the state of Karnataka on “Build-Own-Operate” basis for providing energy storage support to ESCOMs/PCKL of Karnataka for a period of 40 years” and mentioning the address as per address for submission of Techno-Commercial Bid mentioned in Bid Information Sheet.
- f) PCKL shall not be responsible for any delays, loss or non-receipt of any Techno-Commercial Bid. In case the Bidder has not submitted any of the above document as mentioned above in Clause 5.7, then all the Bids submitted by the Bidder shall be rejected. PCKL shall not be held responsible for failure on part of the Bidder to furnish all or any of the documents as part of its Bid through e-tendering portal or for rejection of Bids by e-tendering portal of Electronic Tender (India) Ltd (<https://www.bharat-electronictender.com>) for whatsoever reasons. No correspondence shall be entertained by PCKL in this regard.

# 6. Evaluation of Bids

## 6.1. Determination of Responsiveness of Techno-Commercial Bid

- a) PCKL shall examine the Techno-Commercial Bid submissions of each Bidder to determine whether such submissions are 'responsive' to the requirements of the RfS by checking:
  - i. Whether they have been submitted by the Bid Due Date;
  - ii. Whether they are complete and all mandatory documents comprising the Techno-Commercial Proposal have been submitted online and offline i.e., hardcopy in their prescribed format as per RfS;
  - iii. Whether the documents have been properly signed by the authorized signatory along with seal;
  - iv. Whether the original Cost of RfS, Application Fee and Bid Security have been submitted.
  - v. Whether the original Power of Attorney as per APPENDIX-III Format for Power of Attorney and Board Resolutions, Power of Attorneys as per APPENDIX-IV Format for Power of Attorney In favour of Lead Member of Consortium (for Consortium only), JBA (for Consortium only) as per APPENDIX-V Format for Joint Bidding Agreement have been submitted
  - vi. Whether the annual Cycle Loss has been declared and submitted as per ANNEX – X: Format for Cycle Loss/ Conversion Loss
- b) In the event that any Bidder is found to be disqualified in accordance with the terms of the Bidding Document or if any Techno-Commercial Bid is found to be non-responsive or not meeting the Technical Capacity and Financial Capacity, the Techno-Commercial Bid shall be rejected by PCKL and shall not be considered for further evaluation.
- c) If any information furnished by a Bidder is found to be incomplete or contained in formats other than those specified in the RfS, PCKL may, in its sole discretion, exclude such information for the purposes of determining whether the Bidder will meet the Technical Capacity and Financial Capacity. Alternatively, PCKL may request the Bidder, from time to time while evaluating the Techno-Commercial Bids, to submit necessary information or documentation, within a reasonable period of time, to rectify non-material omissions related to documentation requirements. Such clarifications or information provided by the Bidder will be taken into account by PCKL while evaluating the Techno-Commercial Bid, and it may qualify the Bidder on the basis of such clarifications or information provided, read along with its Techno-Commercial Bid. If the Bidder does not provide clarifications sought under this Clause within a specified period of time, its Techno-Commercial Bid may be rejected as non-responsive. If the Techno-Commercial Bid is not rejected, PCKL may proceed to evaluate the Techno-Commercial Bid by construing the particulars requiring the clarification to the best of its understanding, and the Bidder will be barred from subsequently questioning such interpretation of PCKL.
- d) Where any information is found to be patently false or amounting to a material misrepresentation, PCKL reserves the right to reject the Bid and forfeit the Bid Security in accordance with above Clause.
- e) **Clarification on Bids:** During bid evaluation, PCKL may, at its discretion, ask the Bidder for a clarification of its bid. 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.

## 6.2. Evaluation of Qualification Proposals

The Bidders' competence and capacity is proposed to be established by following Technical Capacity and Financial Capacity:

### 6.2.1. Technical Capacity

- a) It is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder may indicate regarding the selection of technology and its details at the time of submission of Bids in the prescribed ANNEX-VIII of the RfS. However, the successful Bidder shall confirm the selection of technology in line with the above at the time of Financial Closure. The technology, including the technology partner, proposed at the time of submission of response to RfS can be changed at the time of Financial Closure.
- b) The Bidder shall provide proof and credentials as under APPENDIX-VI: Format for Certificate from Statutory Auditor for Technical Capacity that demonstrates previous experience of successfully commissioning Thermal and Hydro generation projects for capacity equivalent to that quoted by the Bidder under this RfS. Bidders who demonstrate previous experience of successfully commissioning of RE (renewable energy based) projects for cumulative capacity equivalent to [2.5] times the quoted capacity are also eligible.
- c) To check the project preparedness, Bidders shall submit the necessary proofs of water allocation from appropriate agency/Government/Regulatory body.

### 6.2.2. Financial Capacity

- a) The Net Worth of the Bidder as on the last day of the financial year FY 2021-22 (ending 31 March 2022) or calendar year CY 2021 (ending 31 Dec 2021 or 30 June 2021, as applicable for foreign Bidders only) should not be less than one hundred percent (100%) of the Bidder's Paid-up Share Capital, subject to a minimum of INR [1.5] Crores or equivalent US\$ per MW in proportion to the cumulative capacity quoted by the Bidder.
- b) For avoidance of doubt, "net worth" as per section 2 (57) of the Companies Act 2013 means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
- c) In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to demonstrate a minimum annual turnover of INR 1 Crores/MW of the quoted capacity during the previous financial year, i.e., FY 2021-22 or as on the date at least 7 days prior to the date of bid submission. 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.
- d) For the purpose of ascertaining qualification towards meeting Financial Capacity, criteria of the Bidder participating as a Single Bidder can meet the Financial Capacity on its own or may claim the experience of its Group Business Entity.
- e) For the purpose of ascertaining qualification towards meeting Financial Capacity criteria of the Bidder participating as a Consortium cannot claim the experience of its Parent, Ultimate Parent, Affiliate, Group Business Entity (ies) or any other Group Entity (ies) and the members of the Consortium shall meet the Financial Capacity on their own.



- f) The Bidder shall submit a certificate issued by a Statutory Auditor as per APPENDIX-VII: Format for Certificate from Statutory Auditor for Financial Capacity to support the claim towards meeting Financial Capacity.
- g) For the purposes of conversion of currencies, the USD/INR as on last day of financial year (31 March 2022) or calendar year (31 December 2021 or 30 June 2022 as applicable), published by Reserve Bank of India (RBI) for the above said dates shall be used.

### 6.3. Cycle Loss:

The declared Cycle loss of the Pumped Storage Project shall not exceed 25%.

### 6.4. Short Listing of Bidders for Opening of Financial Bids

PCKL shall evaluate only those bids which are submitted online on or before bid submission due date and time. The bids will be evaluated based on the qualification requirement and bids meeting all the qualification requirements shall be considered for opening of financial bids.

### 6.5. Determination of Responsiveness of Price Bids

- a) The bidder shall be required to submit the “first round bid price” in terms of AFC/MW/Year online in the Electronic Form-Financial part at ETS Portal.
- b) If any Price Bid is found to be non-responsive to the requirement of the Bidding Document, such Price Bid will be rejected by PCKL and not be considered for further evaluation.
- c) The Bidders who are qualified as per Techno-Commercial Bid and Price Bid shall be termed as the Eligible Bidders and will be allowed to participate in the E-Reverse Auction process.

### 6.6. Business Rules of e-Reverse auction

- a) After completion of evaluation of Techno-Commercial Bids and Price Bids, the Eligible Bidders shall be ranked in the increasing order of Total Storage Cost (expressed as INR Lakhs/MW/annum)
  - i. Total Storage Cost shall be calculated as sum of Component – A (Annual Fixed Cost (AFC)), and Component - B: Cost of Cycle Loss (CCL).
  - ii. PCKL shall calculate Component B from the Cycle Loss declared by respective Bidder, as described in Clause 2.1.12.
- b) In case both the Bidders have quoted the same Total Storage Cost i.e., AFC, the Bidder submitting the lower number of Project locations shall be preferred over the Bidder submitting higher number of Project locations.
- c) In case both the Bidders have quoted equal number of Project locations, the Bidder who submitted the bid first shall be preferred over the Bidder who submitted the bid later.
- d) In case both the Bidders have submitted at the same time, the Bidder having highest Net Worth shall get the preference.
- e) In case both the Bidders have same Net Worth, PCKL shall draw lots to break the tie, which shall be conducted, with prior notice, in the presence of the Bidders, who choose to attend the same.
- f) Highest Rank (Rank-1) will be provided to the Bidder with the lowest Total Storage Cost and so on.

*Illustration:*

Bidder	Total Storage Cost = Component A + Component B (INR/MW/annum)	Ranking	Quoted Capacity	Number of
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			(MW)	Quoted Projects
<b>B-1</b>	INR 10 Lakhs/MW/annum (L1)	R-1	200 MW (100 MW x 2))	2
<b>B-2</b>	INR 10.5 Lakhs/MW/annum (L2)	R-2	1000 MW (250 MW x 4)	4
<b>B-3</b>	INR 11 Lakhs/MW/annum (L3)	R-3	300 MW (150 MW x 2)	2
<b>B-4</b>	INR 11.5 Lakhs/MW/annum (L4)	R-4	500 MW (250 MW x 2)	2
<b>B-5</b>	INR 15 Lakhs/MW/annum (L5)	R-5	1,000 MW (1000 MW x 1)	1

#### 6.6.1. E-Reverse auction (e-RA)

- PCKL shall resort to E-Reverse Auction process for selection of the Successful Bidders. The reverse auction for the Project allocation shall be conducted through <https://www.bharat-electronictender.com> portal on the day as intimated by PCKL to the eligible bidders. A single e-RA shall be conducted for the cumulative Project capacity irrespective of the location proposed by the Bidders.
- At least one week prior to reverse auction, an advance intimation regarding the date and time of the e-Reverse Auction will be sent to by email to all Bidders whose technical bids have been opened and found to be qualified. However, from this advance intimation it shall not be construed by the bidders that they have been shortlisted for e-Reverse Auction. Further at least two hours before the schedule start time of e-Reverse Auction, a system generated email for invitation for e-Reverse Auction will be sent to all those bidders who have been shortlisted based on the criteria mentioned at Clause 6.6. Individual email will also be issued by PCKL to shortlisted bidders informing the start time of reverse auction along with capacity of projects for which they are qualified.
- Since the Reverse Auction will be conducted in a separate module at ETS platform, the bidders will be required to assign the reverse auction to Marketing Authority; complete all pre-requisite and configure their system for participation in Reverse Auction in advance before commencement of Reverse Auction. On E-Reverse Auction overview page, the bidders are advised in their own interest to view their start price (which shall be the evaluated bid price displayed in Bidder's window as 'My Financial Bid Price') and the capacity of Projects for which they have been considered qualified (which will be displayed under Quantity). In case there is any discrepancy in the Start Price of any bidder, the same shall be immediately intimated to PCKL before start of Reverse Auction otherwise the Start Price will be considered final and binding on that bidder. A wrong and misleading intimation in this regard may lead to disqualification in further tendering process and award.
- The bidders may note that the person who has been authorized to sign and submit the bid at the time of submission of Technical and Financial bid may only be authorized to participate in the Reverse Auction process on behalf of the bidder as any price submitted by the bidder during the Reverse Auction will be considered final and binding on that bidder as if it had been submitted initially in the Financial bid without requiring any further authentication from the bidder.
- Shortlisted bidders for Reverse Auction will be able to login into the ETS website of reverse auction 15 minutes before the start time of reverse auction.

- i. During the 15 minutes prior to start of reverse auction process, each Bidder's Total Storage Cost along with the total quoted capacity shall be displayed on Bidder's bidding window.
- ii. The minimum decrement value for the Total Storage Cost shall be INR 0.5 Lakh/MW/annum. The decrement shall be considered as reduction in Annual Fixed Cost (AFC). The Bidder can mention its revised discounted Total Storage Cost which has to be at least INR [0.5] Lakh/MW/annum less than its current Total Storage Cost. Cost of Cycle Loss is calculated as per Clause 2.1.12.
- iii. Bidders can only quote any value lower than their previous quoted Total Storage Cost, taking into consideration the minimum decrement value mentioned in Clause 6.6.1(e)ii. However, at any stage, increase in Total Storage Cost will not be permissible. Bidders can improve their ranking by quoting the Total Storage Cost lower than their last quoted Total Storage Cost.
- iv. At the end of every auction round, the Bidders shall be ranked based on the Total Storage Cost.
- v. In the Bidder's bidding window, the following information can be viewed by the bidder:
  1. It's initial Total Storage Cost and there after last quoted Total Storage Cost along with the Project capacity for which the Bidder is qualified.
  2. The list of all the Bidders with their following details: Pseudo Identity, last quoted Total Storage Cost and project capacity
- vi. During reverse auction, the Bidder shall not have the option of changing the total project capacity while participating during the reverse auction.
- vii. The initial auction period will be of 01 Hour with a provision of auto extension by 10 (Ten) minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in Total Storage Cost, a Bidder causes a change in its zonal placement at that instant. The 'zones' are as defined below:
  1. **Green Zone:** This zone consists of the Bidders who may be allocated their full quoted Project capacity if the auction is closed at that instant.
  2. **Yellow Zone:** This zone consists of the Bidders who may be allocated a part of their full quoted Project capacity if the auction is closed at that instant.
  3. **Red Zone:** This zone consists of the Bidders who will not be awarded their quoted Project capacity if the auction is closed at that instant.
- viii. If no such change as described above is effected during the last 10 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.
- f) The bidders shall be selected in the ascending order on Total Storage Cost discovered at the end of e-reverse auction till the total Bid Capacity is exhausted.

Illustration:

Bidder	Total Storage Cost (INR Lakhs/MW/annum)	Quoted Capacity (MW)	Project Capacity Awarded (MW)
B-4	INR 7.5 Lakhs/MW/annum (L1)	500 MW (250 MW x 2)	500 MW
B-1	INR 8 Lakhs/MW/annum (L2)	200 MW (100 MW x 2)	200 MW
B-3	INR 8.5 Lakhs/MW/annum (L3)	300 MW (150 MW x 2)	300 MW
B-2	INR 9.5 Lakhs/MW/annum (L4)	1000 MW (250 MW x 4)	0 MW
<b>Total capacity</b>		<b>2000</b>	<b>1,000</b>

- g) The lowest quoting Bidder will be allotted its qualified project capacity and then, next higher Bidder will be allotted its qualified project capacity and so on, till the total Bid Capacity (i.e., 1,000 MW) is exhausted.
- h) In case of a tie among two or more Bidders (i.e., their last quoted Total Storage Cost during e-reverse auction being the same) they will be considered in the chronological order of their last Total Storage Cost with preference to be given to that Bidder who has quoted his last Total Storage Cost earlier than others.
- i) In the above case (as mentioned in previous clause), if the time of quote also becomes exactly same among the Bidders at a tie, then the ranking among these Bidders shall be done as follow:
  - i. Step – 1: Lowest rank (L1) will be given to the Bidder who has the lowest Total Storage Cost after the Techno-commercial bid evaluation (Electronic Form) and so on. If there is also a tie among any of these Bidders, then the following step (Step 2) will be followed.
  - ii. Step – 2: Ranking will be done based on draw of lots.
- j) At the end of e-reverse auction process, the Annual Fixed Cost (AFC) of the selected Bidders shall be computed by subtracting Cost of Cycle Loss (CCL) of the respective Bidder from the Bidder's Total Storage Cost discovered at the end of the e-Reverse Auction.

#### 6.7. Issuance of LOAs

- a) At the end of selection process, a Letter of Award (LOA) will be issued to the successful Bidders. In case of a Consortium being selected as the successful Bidder, the LOA shall be issued to the Lead Member of the Consortium.
- b) In all cases, PCKL's decision regarding selection of Bidder through E-Reverse Auction Process or other- wise based on Price Bid or annulment of tender process shall be final and binding on all participating bidders

#### 6.8. Performance Bank Guarantee (PBG)

- a) Bidders selected by PCKL based on this RfS shall submit Performance Guarantee for a value @ INR 12 Lakh/ MW within 30 days of issuance of Letter of Award (LOA) or before signing of Pumped Hydro Storage Power Procurement Agreement (PHSPPA), whichever is earlier. It may be noted that successful Bidders shall submit the Performance Guarantee with a validity period of 48 months from the Effective Date of the Pumped Hydro Storage Power Procurement Agreement (PHSPPA). On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the Bid Security submitted shall be returned by PCKL to the successful Bidder.
- b) PCKL shall accept the PBG in the form of an unconditional and irrevocable Bank Guarantee or Payment on Order Instrument (POI).
- c) In case any extension is given to the project, the corresponding extension needs to be made in the validity of PBG.

#### 6.9. Signing of Project Agreements

- a) The Successful Bidder or the SPV formed by the Successful Bidder, as the case maybe, will execute the Project Agreements upon satisfying the following conditions within thirty (30) days from the date of issue of LOA:
  - i. Signing of the Pumped Hydro Storage Power Procurement Agreement (PHSPPA)
  - ii. Submit the Performance Security or Performance Bank Guarantee or equivalent in the form of bank guarantee, in accordance with the provisions of the PHSPPA

- b) If the Successful Bidder fails to fulfil the above conditions set out in Clause 6.7 and Clause 6.8, then PCKL may, unless it consents to an extension, without prejudice to any of its rights under the Bidding Document or law, withdraw the LOA and forfeit the Bid Security of the Successful Bidder as mutually agreed genuine pre-estimated loss and damage suffered by PCKL on account of failure of the Successful Bidder to acknowledge the LOA.
- c) The Successful Bidder shall not be entitled to seek any deviation in the Project Agreements.
- d) The Successful Bidder will bear all costs associated with signing of all the Project Agreements, including payment of any stamp duty, registration charges, etc. PCKL or ESCOMs shall not be responsible or liable for any costs in relation to signing of the Project Agreements.

# 7. Miscellaneous

## 7.1. Bidding Document

- a) The Bidding Document include but not limited to the RfS, PHSPPA, Addendum and Corrigendum etc.
- b) The Bidding Document must be read as a whole. If any Bidder finds any ambiguity or lack of clarity in the Bidding Document, the Bidder must inform PCKL at the earliest. PCKL will then direct the Bidders regarding the interpretation of the Bidding Document.
- c) The Bidders, after registering themselves on the e-tendering portal in accordance with the procedure set out in e-tendering portal, must download the Bidding Document from the e-tendering portal. PCKL shall not be responsible for the completeness of the Bidding Document, if they are not downloaded in complete respect by the Bidder from time to time.

## 7.2. Acknowledgement by Bidder

- a) It shall be deemed that by submitting a Bid, the Bidder has:
  - i. made a complete and careful examination of the Bidding Document (including all instructions, forms, terms and specifications) and any other information provided by PCKL in the Bidding Document or pursuant to this RfS and that the Bidder acknowledges that its submission of a Bid that is not substantially responsive to the RfS in any respect will be at the Bidder's risk and may result in rejection of the Bid;
  - ii. received all relevant information requested from PCKL;
  - iii. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Document or furnished by or on behalf of PCKL;
  - iv. satisfied itself about all things, matters and information, necessary and required for submitting an informed Bid, for the development of the Project(s) and performance of its obligations under the Project Agreements;
  - v. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Document or ignorance of any matter in relation to the Project(s) shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from PCKL, or a ground for termination of the Project Agreements; and
  - vi. agreed to be bound by the undertakings provided by it under and in terms of this RfS and the Project Agreements.

## 7.3. Rights of PCKL

- a) PCKL, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

### 1.1.

- i. suspend the Bid Process and/or amend and/or supplement the Bid Process or modify the dates or other terms and conditions relating thereto;
- ii. consult with any Bidder in order to receive clarification or further information, including information and evidence regarding its continued eligibility and compliance with the Technical

Capacity and Financial Capacity requirement at any stage of the Bid Process till expiry of First Contract Year;

- iii. retain any information, documents and/or evidence submitted to PCKL by and/or on behalf of any Bidder;
- iv. independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Bidder;
- v. reject a Bid, if:
  - 1. at any time, a material misrepresentation or incorrect or false information is made or uncovered;
  - 2. the Bidder in question does not provide, within the time specified by PCKL, the supplemental information sought by PCKL for evaluation of the Bid; or
  - 3. the Bid does not meet the validity requirement as set out in Clause 5.5 of the RfS;
- b) PCKL reserves the right to accept or reject a Bid, annul the Bid Process and reject all Bids, at any time, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Person, including the Bidders.
- c) If it is discovered during the Bid Process, at any time before signing the Project Agreements or after their execution and while they are in force that the Technical Capacity and Financial Capacity requirement has not been met by a Bidder or a Bidder has made misrepresentation or has given any incorrect or false information, then:
  - i. the Bidder shall be disqualified forthwith, if not declared as the Successful Bidder by the issuance of the LOA; or
  - ii. the LOA shall be liable to be cancelled or the Project Agreements shall be liable to be terminated forthwith, if the Bidder has been declared as the Successful Bidder. PCKL shall not be liable in any manner whatsoever to the Bidder for such cancellation or termination.
- d) PCKL shall have the right to forfeit and appropriate the Bid Security, and if after the execution of the Project Agreements the relevant counterparty(ies) to the Project Agreements shall have the right to forfeit and appropriate the Performance Security or Performance Bank Guarantee or equivalent, as a mutually agreed genuine pre-estimate of the loss suffered by PCKL or the relevant counterparty(ies) to the Project Agreements, as the case may be, for, amongst others, PCKL's or the relevant counterparty(ies) time, cost and efforts. Such forfeiture will be without prejudice to any other right or remedy that PCKL may have under the Bidding Document and the relevant counterparty(ies) to the Project Agreements may have under the respective the Project Agreements or applicable law.

#### 7.4. Correspondence with Bidders

- a) Save as expressly provided in these Bidding Document, PCKL shall not entertain any correspondence with the Bidders, whether in connection with the acceptance or rejection of their Bids or otherwise.

#### 7.5. Confidential Information and Proprietary Data

##### 7.5.1. Proprietary Data

- a) All documents and other information provided by PCKL or submitted by a Bidder to PCKL will remain or become the property of PCKL, as the case may be. Bidders are required to treat all information provided by PCKL in the RfS and other Bidding Document as strictly confidential and not to use them for any purpose other than for preparation and submission of their Bids.

### 7.5.2. Confidentiality Obligations of PCKL

- a) PCKL shall treat all information, submitted as part of a Bid as confidential and will require all those who have access to such material to treat it in confidence. PCKL may not divulge any such information or any information relating to the evaluation of the Bids or the Bid Process, unless:
  - i. such publication is contemplated under these Bidding Document; or
  - ii. such publication or disclosure is made to any Person who is officially concerned with the Bid process or is a retained professional advisor advising PCKL or the Bidder on matters arising out of or concerning the Bid Process; or
  - iii. it is directed to do so by any statutory authority that has the power under law to require its disclosure; or
  - iv. such publication is to enforce or assert any right or privilege of the statutory authority and/or PCKL or as may be required by law (including under the Right to Information Act, 2005 and its amendments, if any); or
  - v. in connection with any legal process.

### 7.6. Fraud and Corrupt Practices

- a) Bidders and their respective officers, employees, agents and advisors are required to observe the highest standards of ethics during the Bid Process. Notwithstanding anything to the contrary contained in this RfS, PCKL may reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that a Bidder has, directly or indirectly or through an agent, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting the Bid Process.
- b) Without prejudice to the rights of PCKL under Clause 7.6(a) above, if a Bidder is found by PCKL to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Bid Process, such Bidder will not be eligible to participate in any tender or request for proposal issued by the GoK or any of its ministries, state operated enterprises or undertakings, either indefinitely or for a period of time specified by the GoK, from the date such Bidder is found by PCKL to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any of the activities mentioned above.
- c) For the purposes of this Clause 7.6, the following terms will have the meanings given to them below:
  - a. **corrupt practice** means:
    - i. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any Person connected with the Bid Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the GoK or PCKL or ESCOM or Advisors who is or has been associated in any manner, directly or indirectly, with the Bid Process or has dealt with matters concerning the Units or arising from it, before or after its execution, at any time prior to the expiry of one (1) year from the date that such official resigns or retires from or otherwise ceases to be in the service of the GoK or PCKL, will be deemed to constitute influencing the actions of a Person connected with the Bid Process); or
    - ii. appointing or engaging in any manner whatsoever, whether during or after the Bid Process or after the execution of all the Project Agreements, as the case may be, any Person in respect of any matter relating to the Project, the Bid Process or any of the



Project Agreements, who at any time has been or is a legal, financial or technical advisor of the GoK or PCKL on any matter concerning the Projects.

- b. **fraudulent practice** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a Person to obtain a financial or any other benefit or to avoid an obligation;
- c. **coercive practice** means impairing or harming, or threatening to impair or harm, directly or indirectly, any Person or the property of the Person to influence improperly the actions of a Person;
- d. **undesirable practice** means: (i) establishing contact with any Person connected or employed or engaged by PCKL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid Process; or (ii) having a conflict of interest, as defined in the RfS; and
- e. **restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating full and fair competition in the Bid Process.

#### 7.7. Governing Law and Jurisdiction

##### 7.7.1. Governing Law

- a) The Bid Process, the Bidding Document and the Bids shall be governed by, and construed in accordance with, the laws of India.

##### 7.7.2. Exclusive Jurisdiction

- a) The competent courts at Bangalore shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bid Process and the RfS.

# 8. Appendix

## APPENDIX I: Letter to Bid

To,

[Additional Director (Projects),  
Power Company of Karnataka Limited, 5th Floor,  
KPTCL Building, Kaveri Bhavan,  
Bangalore-560 009  
Tel: +9180-22294390 / 22210685  
e-mail: addl.director2018@gmail.com]

**Sub: Techno-Commercial Bid for the allotment of MW x 8 Hours / day (with continuous 5 hr discharge) Storage from Pumped Hydro Storage Plant/s (PHSP/s) to be implemented in the state of Karnataka for providing energy storage support to the ESCOMs of Karnataka for a period of 40 years on “Build-Own-Operate” basis**

Dear Sir,

With reference to your RfS no. [●] dated [●], we, having read and examined in detail the Bidding Document and understood their contents, hereby submit our Techno-Commercial Bid. We are submitting our Bid for a total capacity of [ ] MW in Location [ ], Taluk [ ], District [ ] (mention locations of all Project(s)) in Karnataka. The Techno-Commercial Bid is unconditional and unqualified and valid for one hundred and eighty (180) days from the Bid Due Date.

1. We give our unconditional acceptance to the Bidding Document issued by PCKL. In token of our acceptance to the Bidding Document, the same have been initialed by us and enclosed with our Techno-Commercial Bid. We confirm and undertake that we shall sign and execute the Project Agreements as per the provisions of the RfS, without seeking any deviations or amendments, and the provisions of the Project Agreements shall be binding on us.
2. We acknowledge that PCKL shall be relying on the information provided in the Bid and the documents accompanying the Techno-Commercial Bid for selection of the Bidders for awarding the Project(s), and we certify that all information provided in the Techno-Commercial Bid and in the Annexes is true and correct; nothing has been omitted which renders such information misleading and all documents accompanying the Techno-Commercial Bid are true copies of their respective originals. In the event that any of the information provided in the Techno-Commercial Bid is found to be incorrect after our selection as the Successful Bidder, we agree that the same would be treated as an event of default under the Project Agreements, and the respective counterparty(ies) under the Project Agreements shall have the right to terminate the respective Project Agreements.
3. We hereby unconditionally and irrevocably agree and accept that the decision made by PCKL in respect of any matter regarding or arising out of this RfS shall be binding on us. We hereby expressly waive any and all claims in respect of this process.
4. The statements in this letter are made for the express purpose of qualifying for participation in the E-Reverse Auction process and selection as the Successful Bidder for the development, operation and maintenance of the Project(s) and we are enclosing herewith our response to the RfS with formats duly digitally signed as desired by you in accordance with the RfS, for your consideration.
5. We confirm that we have studied the provisions of the relevant Indian laws (foreign laws, in case of foreign Bidders) and regulations as required to enable us to submit our Bid and execute the Project

Agreements for the development, operation and maintenance of the Project(s) in the event of our selection as the Successful Bidder.

6. We hereby understand and confirm that PCKL reserves the right, at any time, to verify the documents furnished by us, including availability of the Net Worth to the extent claimed in the Techno-Commercial Bid with the original documents and bank statements and the shareholding of the Company along with a copy of complete documentary evidence supported with originals at any stage from evaluation up to the expiry of the Project Agreements. Further, we shall make available to PCKL any additional information it may find necessary or require supplementing or authenticate the Bid.
7. We confirm that we shall submit, before signing the Project Agreements, the unaudited balance sheet of the previous month end along with complete bank statement starting from the date of submission of the Techno-Commercial Bid along with a copy of the documents submitted with Registrar of Companies which became due during this period. We understand and confirm that if the aforesaid documents furnished by us are found to be misleading or misrepresenting in any way, PCKL shall be free to take appropriate action including forfeiture of Bid Security and blacklisting us for an appropriate period as decided by PCKL.

We confirm that there is “no strike-out if not applicable” ongoing litigation or litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement, as on seven (7) days prior to the online submission of the Techno-Commercial Bid.

[Note: In case the Bidder or any of its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity is having ongoing litigation or litigation pending, then the Bidders shall declare the same as part of this Appendix]

8. We acknowledge the right of PCKL to reject our Bid without assigning any reason or otherwise and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
9. We represent, warrant and undertake that:
  - a. We have examined and have no reservations to the Bidding Document and do not seek any deviations to the Bidding Document issued by PCKL;
  - b. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 7.6 of the RfS, in respect of any tender or request for proposal issued by or any agreement entered into with PCKL or any other public sector enterprise or any government, Central or State;
  - c. We have taken steps to ensure that in conformity with the provisions of Clause 7.6 of the RfS, no Person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
  - d. The Bidding Document and all other information provided by PCKL are and shall remain the property of PCKL and are provided to us solely for the purpose of preparation and the submission of our Bid in accordance with the RfS. We undertake that we shall treat all information received from or on behalf of PCKL as strictly confidential and we shall not use such information for any purpose other than for preparation and submission of our Bid;\
  - e. We, including all the other members of the Consortium or our Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity have not been barred by any government or

government instrumentality in India or in any other jurisdiction in which we or our Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity belong or in which we conduct our business, from participating in any project or being awarded any contract as of the date of submission of our Techno-Commercial Bid;

- f. We, including all the other members of the Consortium have not, in the last three (3) years immediately preceding the Bid Due Date, failed to perform any contract exceeding a contract value of INR 750 Million, as evidenced by the imposition of a penalty by an arbitral or judicial authority and/or arbitration award or a judicial pronouncement against us or our Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity.

We, including all the other members of the Consortium have, in the last three (3) years immediately preceding the Bid Due Date, failed to perform any contract exceeding a contract value of INR 750 Million, as evidenced by the imposition of a penalty by an arbitral or judicial authority and/or arbitration award or a judicial pronouncement against us or our Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity and there is an appeal pending against such termination before the stated judicial authority: (Provide contract and appeal details);

- g. We, including all the other members of the Consortium have not, in the three (3) years immediately preceding the Bid Due Date, had any contract terminated by any government or government instrumentality for breach by us or our Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity, as the case may be;

We, including all the other members of the Consortium have, in the three (3) years immediately preceding the Bid Due Date, had the following contracts terminated by a government or government instrumentality for breach by us or our Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity, as the case may be and there is an appeal pending against such termination before the stated judicial authority: (Provide contract and appeal details);

- h. We certify that we, including all the other members of the Consortium, or our/their Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to participate in the Bid Process and, if selected as the Successful Bidder, which could cast a doubt on our ability to develop, operate and maintain the Project(s), in accordance with the Project Agreement; and

- i. We, including all the other members of the Consortium, further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/their Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity or against our CEO or any of our directors, managers and employees.

10. We understand that you may cancel the Bid Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project(s), without incurring any liability to the Bidders.

11. We declare that we or our Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity are not submitting another Bid. We undertake that in case due to any change in facts or circumstances during the Bid Process, we attract the provisions of disqualification in terms of the provisions of this RfS, we shall intimate PCKL of the same immediately.

12. We are submitting with this Techno-Commercial Bid and all the documents that are required to be submitted in accordance with the RfS.

13. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever arising to challenge the criteria for evaluation or question any decision taken by PCKL in connection with evaluation of Techno-Commercial Bids, declaration of the Successful Bidder(s), or in connection with the Bid Process itself, in respect of the Project(s) and the terms and implementation thereof, to the fullest extent permitted by applicable law and waive any and all rights and/or claims we may have in this respect, whether actual or contingent, whether present or in future.
14. In the event of us being declared as the Successful Bidder, we agree to enter into Project Agreements. We agree not to seek any changes in or deviations from the aforesaid draft and agree to abide by the same.
15. We understand that except to the extent as expressly set forth in the Project Agreements, we shall have no claim, right or title arising out of any documents or information provided to us by PCKL or in respect of any matter arising out of or concerning or relating to the Bid Process.
16. If determined qualified to participate in the E-Reverse Auction process, we undertake that the Price Bid that will be quoted by us shall be after taking into consideration all the terms and conditions stated in the Bid Documents, our own estimates of costs and after a careful assessment of all the conditions that may affect the Bid.
17. We offer a Bid Security of 5,00,000 INR (Indian Rupees Five Lakhs only) per MW, amounting to INR [●] ([in words]) to PCKL in accordance with the RfS.
18. We agree and understand that the Bid is subject to the provisions of the Bidding Document. In no case, shall we have any claim or right against PCKL if the Projects(s) are not awarded to us or our Bid is not opened or considered, as the case may be.
19. We further confirm that the technology proposed to be used by us for the Project(s) is commercially established and operational technology.
20. This Bid Process and the Bid shall be governed by and construed in all respects according to the laws for the time being in force in India. The competent courts at Bangalore shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bid Process.

In witness thereof, I/we submit this Techno-Commercial Bid under and in accordance with the terms of the Bidding Document.

Yours faithfully,

Dated this [insert date] day of [insert month] 2023

Name and seal of the Bidder

(Signature, name and designation of the authorized signatory of the Bidder/Lead Member of the Consortium)

**Note:** All information for members to be provided in case of a Consortium

### Format for Furnishing Litigation Details

We confirm that there is ongoing litigation or litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

Litigation description and reference to the case no.	Value of litigation	Date on which litigation started	Present status

Note:

1. In case the above information is applicable, then the Bidder shall annex it to this APPENDIX I: Letter to Bidder.
2. PCKL reserves the right to request for providing any additional information to understand the materiality and severity of the ongoing litigation or litigation pending. Based on the materiality and severity of the ongoing litigation or litigation pending, PCKL reserves the right to whether accept or reject the Bid submitted by the Bidder.
3. In case a Bidder has not declared the above information (in case it is applicable) and at a later date PCKL gets to know about such ongoing litigation or litigation pending existing as on seven (7) days prior to the online submission of Techno-Commercial Bid, in such a case all the Bids submitted, LOA (if issued), Project Agreements (If executed) by the Bidder shall be rejected and the Bid Security (as applicable or Performance Bank Guarantee (as applicable) shall be forfeited. Considering the severity or materiality of the ongoing litigation or litigation pending, the Bidder may get blacklisted for participating in future tenders.

#### ANNEX-I: Details of Bidder

(In MS Excel format)

Information and details to be furnished from the bidder is set out in Microsoft Excel format and the same may be downloaded from the website. The details to be provided include the following:

1. Checklist
2. Detail of Bidder as a Single Bidder including Group Business Entity whose Technical Capacity and Financial Capacity is claimed by the Bidder (as applicable) and Consortium
3. Technical Capacity and Financial Capacity

**Note:** To be submitted by all members in case of a Consortium

## ANNEX-II: Certificate from Statutory Auditor

Certificate from the Statutory Auditor in case the experience of the Group Business Entity is used, applicable for Single Bidder only  
(On the letterhead of the Statutory Auditor)

### TO WHOMSOEVER IT MAY CONCERN

We have verified the relevant statutory and other records of M/s [Name of Bidder] and [Name of Group Business Entity] and certify that M/s [Name of Group Business Entity] is a Group Business Entity as defined in the RfS Document issued by PCKL for Pumped hydro storage projects in the State of Karnataka.

The details of the shareholding are as follows:

Name of the shareholder	No of shares	Amount of shares	%
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This certificate is being issued to be produced before PCKL, Government of Karnataka for the RfS No. [●] dated [DD MMM YYYY].

Dated this [insert date] day of [insert month] 2023

Signature and Seal of the Statutory Auditor  
clearly indicating his/her membership  
number



ANNEX-III: Statement of Legal Capacity of the Bidder

**Statement of Legal Capacity of the Bidder**

(On the letterhead of the Bidder/Lead Member of the Consortium)

To,  
Additional Director (Projects),  
Power Company of Karnataka Limited, 5th Floor,  
KPTCL Building, Kaveri Bhavan,  
Bangalore-560 009  
Tel: +9180-22294390 / 22210685  
e-mail: addl.director2018@gmail.com

Dear Sir,

I/We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RfS document.

We have agreed that [insert the name of the other members] shall act as the Lead Member of our consortium.\*

We have agreed that [insert individual's name] shall act as our representative/ shall act as the representative of the consortium on its behalf\* and has been duly authorized to submit the RfS. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

Dated this [insert date] day of [insert month] 2023

Name and seal of the Bidder

(Signature, name and designation of the authorized signatory of the Bidder/Lead Member of the Consortium)

\*Please strike out whichever is not applicable.

Note: To be submitted by all members in case of a Consortium

#### ANNEX-IV: Certificate of Anti-Collusion

(On the letterhead of the Bidder/Lead Member of the Consortium)

We hereby certify and confirm that in the preparation and submission of our Bid with reference to this RfS No. [●] dated [DD MMM YYYY] for development of MW x 8 Hours / day (with continuous 5 hr discharge) Storage from Pumped Hydro Storage Plant/s (PHSP/s) to be implemented in the state of Karnataka on “Build-Own-Operate” basis for providing energy storage support to ESCOMs of Karnataka for a period of 40 years, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

Dated this *[insert date]* day of *[insert month]* 2023

Name and seal of the Bidder

(Signature, name and designation of the authorized signatory of the Bidder/Lead Member of the Consortium)

Note: To be submitted by all members in case of a Consortium

**ANNEX-V: Affidavit for Anti-Blacklisting**

(On a Stamp Paper of appropriate value and notarized)

We, M/s. .... (Single Business Entity / Lead Member/ Other Member /s), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by POWER COMPANY OF KARNATAKA LIMITED (PCKL) / any other entity of Government of Karnataka or blacklisted by any state government or central government / department / agency in India from participating in Project/s, either individually or as member of a Consortium as on seven (7) days prior to the \_\_\_\_\_ original Bid Due Date.

We further confirm that we are aware that our Bid for the Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RfS at any stage of the Bidding Process or thereafter during the agreement period.

Dated this [*insert date*] day of [*insert month*] 2023

Name and seal of the Bidder

(Signature, name and designation of the authorized signatory of the Bidder/Lead Member of the Consortium)

Note: To be submitted by all members in case of a Consortium

#### ANNEX-VI: Declaration of Shareholding Pattern of the Bidder

(On the letterhead of the Bidder/Lead Member of the Consortium)

I/We hereby declare information of all the entities holding fifteen (15%) or more shareholding in the Bidder, directly/indirectly. The information includes any compulsorily convertible Preference Shares and/or Debentures, a declaration of the likely shareholding after conversion of such instruments. The information provided herein clearly indicates the foreign shareholding and domestic shareholding in the Bidder (Differentiate between Foreign Shareholding and Domestic Shareholding):

(Information on shareholding)

Sl. No	Name of the Shareholder	Domestic Share holder	Foreign Share holder	Percentage of Share holding
1.				
2.				
...				

Dated this [insert date] day of [insert month] 2023

Name and seal of the Bidder

(Signature, name and designation of the authorized signatory of the Bidder/Lead Member of the Consortium)

Note: To be submitted by all members in case of a Consortium

If no entity is holding more than fifteen (15%), then the format shall be uploaded stating "Not Applicable"

## ANNEX-VII: No Deviation Certificate

(On the letterhead of the Bidder/Lead Member of the Consortium)

I/ We, M/s. .... (Single Bidder/ Lead Member of the Consortium), (the names and addresses of the registered office) hereby certify and confirm that we have read the clauses and provisions of the Bidding Document including RfS, PHSPPA, all amendments, all addendums and all clarifications issued thereafter and the stipulation of all clauses and provisions are acceptable to us, and we have not taken any deviation whatsoever to any of the clauses and provisions:

**Declaration of deviation considered by the Bidding entity, if any:**

Name of the conditions	Reference clause no. (in case of any deviations)	Deviation considered
Cost of RfS (Non-refundable) (Demand Draft for 10,000 INR plus GST)		
Cost of Application Fee (Non-refundable) (Demand Draft for 10,000 INR plus GST)		
Bid Security (Bank Guarantee for [5 Lakh] INR per MW for the quoted capacity)		
APPENDIX-I (Letter of Bid)		
ANNEX-I (Details of the Bidder)		
ANNEX-II (Certificate from the Statutory Auditor in case the experience of the Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity is used, applicable for Single Bidder only)		
ANNEX-III (Statement of Legal Capacity of the Bidder)		
ANNEX-IV (Certificate of Anti-collusion)		
ANNEX-V (Affidavit for Anti-blacklisting)		
ANNEX-VI (Declaration of Shareholding Pattern of the Bidder)		
ANNEX-VII (No deviation certificate)		
ANNEX-VIII (Format for Declaration by the Bidder for the proposed technology tie-up)		
ANNEX-IX (Format for Technical Criteria)		
ANNEX-X (Format for Cycle Loss/ Conversion Loss)		
APPENDIX-II (Bid Security to be submitted by the Single Bidder or the Lead Member of the Consortium)		
APPENDIX-III (Power of Attorney and Board Resolution to be submitted by the Single Bidder or all the members of the Consortium in favor of their Authorized Signatories)		
APPENDIX-IV (Power of Attorney signed by all the other members of the Consortium in favor of the Lead Member)		
APPENDIX-IV (Power of Attorney signed by all the other members of the Consortium in favor of the Lead Member)		
APPENDIX-V (Joint Bidding Agreement (JBA) executed by all the members of the Consortium)		
APPENDIX-VI (Certificate from Statutory Auditor showing the compliance to Technical Capacity)		
APPENDIX-VII (Certificate from Statutory Auditor showing the compliance to Financial Capacity)		
APPENDIX-VIII (Format for Acceptance of PHSPPA Annual Fixed Cost post e-reverse auction)		
APPENDIX-IX: Format for Declaration of Bid Security		
RfS		
PHSPPA		
Addendum/ Corrigendum		
Any other deviations		

**Instruction for the above table:**

For any deviation, the Bidder shall mention such deviation only in this certificate. In case Bidder has mentioned the deviation at any other place/ document, such deviations shall not be considered and if found later Bidder shall be rejected.

Please mention “No deviation considered” against each line item in case the Bidder is not proposing deviation whatsoever to any of the clauses and provisions as mentioned above. ***The Bidding Entity shall be considered as Non-Responsive in case this ANNEX-VII: No Deviation Certificate is not submitted by the Bidding Entity.***

We further confirm that we are aware that our Bid for the Project would be liable for rejection in case any misrepresentation is made or discovered with regard to the requirements of this RfS at any stage of the Bidding Process or thereafter during the agreement period. We also confirm that we have taken no deviation on the above and shall be rejected in case PCKL found any such deviations considered by the Bidder at any stage till the expiry of the PHSPPA Term.

Dated this *[insert date]* day of *[insert month]* 2021

Name and seal of the Bidder

(Signature, name and designation of the authorized signatory of the Bidder/Lead Member of the Consortium)

Note: To be submitted by all members in case of a Consortium

## ANNEX – VIII: Format for Declaration by the Bidder for the proposed technology tie-up

Sl. No.	Particulars	Details
1	Name of Bidding Company / Lead Member of Bidding Consortium	
2	Name of the Technology partner (if any)	
3	Project Location (each Project wise)	.....
4	Total quoted capacity	..... MW
5	Number of Projects	..... Nos.
6	Water requirement	..... TMC / MCum
7	Daily generation duration	..... Hours
8	Annual energy generation	..... MWh
9	Number of Turbine Units	..... Nos.
10	Brief about the proposed Technology	
a)	Turbine type	
b)	Energy Storage Capacity	..... MWh
c)	Pump capacity	..... MW
d)	Pumping duration	..... Hours
e)	Response Time from Cold Start	..... secs
f)	Hours of Discharge	..... Hours
g)	Plant availability	..... %
h)	Ramp-up Rate in operational condition	..... secs
i)	Ramp-down Rate in operational condition	..... secs
j)	Quantum tied up with others	.....MW
k)	Details of untied quantum	.....MW
l)	Expected cycle efficiency	..... %

**Signature of the Authorized Signatory**

**Name of the Authorized Signatory**

## ANNEX – IX: Format for Technical Criteria

[On the letter head of Bidder]

[Insert the Project Name]

(to be submitted separately for each technology)

To,

The Additional Director (Projects)  
POWER COMPANY OF KARNATAKA LTD.,  
5TH FLOOR, KPTCL BUILDING, KAVERI BHAVAN,  
BENGALURU – 560 009

Dear Sir,

Sub: Response to RfS No. \_\_\_\_\_ for selection of Developer for grid connected energy storage solution of [ ] capacity anywhere in Karnataka.

We hereby undertake to certify in line with Clause [ ] of the PHSPPA that the following details shall be furnished within [10] (Ten) months from Effective Date of the PHSPPA:

1. That the technology proposed to be used is commercially established technology and at least one project based on this technology is successfully operational for at least one year.
2. Details of the project with location and the successful operational period of the project utilizing this technology.

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



## ANNEX – X: Format for Cycle Loss/ Conversion Loss

[On the letter head of Bidder]

[Insert the Project Name]

(to be submitted separately for each technology)

To,

The Additional Director (Projects)  
POWER COMPANY OF KARNATAKA LTD.,  
5TH FLOOR, KPTCL BUILDING, KAVERI BHAVAN,  
BENGALURU – 560 009

Dear Sir,

Sub: Response to RfS No. \_\_\_\_\_

We hereby undertake to certify in line with Clause [ ] of the draft PHSPPA that a Cycle Loss/ Conversion Loss of at least ..... % shall be achieved by us for the entire term of the Pumped Hydro Storage Power Procurement Agreement (PHSPPA) at the delivery point. We also undertake that the above declared Cycle Loss shall in no case be less than [25]% on an annual basis.

[We will strive to ensure that the actual/operational Cycle Loss is less than or equal to the above-mentioned Cycle Loss on monthly basis. Any non-compliance regarding adherence to aforementioned Cycle Loss shall lead to imposition of penalty as per the terms of the Pumped Hydro Storage Power Procurement Agreement (PHSPPA).

Documentary evidence(s)<sup>3</sup> confirming the Cycle Less not less than 25% on annual basis is enclosed as part of this ANNEX – X: Format for Cycle Loss/ Conversion Loss

### Project Land and Grid Connectivity Details (Proposed).

Sl No	Description	Project 1	Project 2 'n	Project k...
1	Land details:	Location Total Area in Hectare Latitude & Longitude Leased Land in Hectare Private Land in Hectare Complete Land transfer (Mutation)		
2	Proposed Connectivity Substation (ISTS)	Name of Substation  Voltage rating & capacity of each interconnecting substation		
3	Details of Transmission System from solar plant to interconnecting substation up to Delivery/Metering point (Dedicated transmission system)	Length of O/H Transmission Lines  Voltage level of transmission lines  Transmission circuit and conductor configuration		

<sup>3</sup> Evidences can be certification from OEM on the proposed technology's efficiency

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

## APPENDIX II: Format of Bid Security

(To be executed on stamp paper of appropriate value and notarized)

**B.G. No. [ ] Dated:**

1. In consideration of you, The Additional Director (Projects), Power Company of Karnataka Ltd., 5th Floor, KPTCL Building, Kaveri Bhavan, Bengaluru – 560009 (referred to as **PCKL**, which expression will unless it is repugnant to the subject or context thereof include its successors and assigns) having agreed to receive the Bid of [*insert name of Bidder/Lead Member of the Consortium*] with its registered office at [*insert address*] (referred to as the **Bidder**, which expression will unless it be repugnant to the subject or context thereof include its successors and assigns), for the development of [ ] MW x [8] Hours / day Storage from Pumped Hydro Storage Plant/s (PHSP/s) in the state of Karnataka on “Build-Own-Operate” basis for providing energy storage support to ESCOMs of Karnataka for a period of 40 years from total quoted capacity of [ ] MW as below:

- a) Capacity of [ ] MW at Location [ ], Taluk [ ], District [ ] in Karnataka.
- b) Capacity of [ ] MW at Location [ ], Taluk [ ], District [ ] in Karnataka.
- c) Capacity of [ ] MW at Location [ ], Taluk [ ], District [ ] in Karnataka.

.....

(referred to as the **Project**) pursuant to the RfS, the Project Agreements and other Bidding Document, we [*insert Name of the Scheduled Bank*] having our registered office at [ ] and one of its branches at [.....] (referred to as the **Bank**), at the request of the Bidder, do hereby in terms of Clause 4.1 of the RfS, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Document (including the RfS) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to PCKL an amount of INR [.....] [*insert amount equivalent to 5,00,000 INR (Indian Rupees Five Lakhs only) per MW in figures and words*] (referred to as the **Guarantee**) as our primary obligation without any proof or conditions, and without any demur, reservation, recourse, contest, or protest and without reference to the Bidder if the Bidder will fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Document.

2. Any such written demand made by PCKL stating that the Bidder has failed to fulfil and comply with the terms and conditions contained in the Bidding Document will be final, conclusive and binding on the Bank. The Bank shall not require PCKL to justify the invocation of this Guarantee, nor shall the Bank have any recourse against PCKL in respect of any payment made hereunder.
3. We, the Bank, do hereby unconditionally undertake to, immediately and forthwith, pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other Person and irrespective of whether the claim of PCKL is disputed by the Bidder or not, merely on the first demand from PCKL stating that the amount claimed is due to PCKL by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Document, including but not limited to the following events:
  - a) if a Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 7.6 of the RfS;
  - b) if, after the Proposal Due Date, a Bidder withdraws its Bid during the Bid validity period, as extended from time to time; and

- c) if a Bidder is selected as the Successful Bidder and it fails within the specified time as per Clause 6.8 of the RfS.
- d) fulfil any other condition precedent to the execution of the Project Agreements;

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

- 4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the original Bid Due Date ("Expiry Period") and a claim period of thirty (30) days or for such end date of the Expiry Period ("Claim Period") or extended period as may be mutually agreed between PCKL and the Bidder, and agreed to by the Bank, and will continue to be enforceable till all amounts under this Guarantee have been paid.
- 5. We, the Bank, further agree that PCKL will be the sole judge to decide as to whether the Bidder has failed to fulfil or comply with the terms and conditions contained in the Bidding Document including, those events listed above. The decision of PCKL that the Bidder is in default as aforesaid will be final and binding on us, notwithstanding any differences between PCKL and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
- 6. The Guarantee will not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other Person.
- 7. In order to give full effect to this Guarantee, PCKL will be entitled to treat the Bank as the principal debtor.
- 8. The obligations of the Bank under this Guarantee are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Bidding Document or the Bid submitted by the Bidder.
- 9. The obligations of the Bank under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Bank from or prejudice or diminish its liability under this Guarantee, including (whether or not known to it, or PCKL):
  - a) any time or waiver granted to, or composition with, the Bidder or any other Person;
  - b) any incapacity or lack of powers, authority or legal personality of or dissolutions; or change in the Bidder, as the case may be;
  - c) any variation of the Bidding Document, so that references to the Bidding Document in this Guarantee shall include each such variation;
  - d) any unenforceability, illegality or invalidity of any obligation of the Bidder or PCKL under the Bidding Document or any unenforceability, illegality or invalidity of the obligations of the Bank under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or guarantee or security, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity; and
  - e) any extension, waiver, or amendment whatsoever which may release a guarantor or surety (other than the performance of any of the obligations of the Bidder under the Bidding Document).
- 10. Any notice by way of request, demand or otherwise will be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

11. We undertake to make the payment on receipt of your notice of claim on us addressed to [insert name of Bank along with branch address] and delivered at our above branch which will be deemed to have been duly authorized to receive the notice of claim.
12. It shall not be necessary for PCKL to proceed against the Bidder before proceeding against the Bank and the Guarantee will be enforceable against the Bank, notwithstanding any other security which PCKL may have obtained from the Bidder or any other Person and which will, at the time when proceedings are taken against the Bank, be outstanding or unrealized.
13. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of PCKL in writing.
14. The Bank represents and warrants that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
15. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR [in figures and words]. The Guarantee will remain in force until..... (Indicate date falling 180 (one hundred and eighty) days after the original Bid Due Date). The Bank will be liable to pay the amount or any part of the Guarantee only if PCKL serves a written claim on the Bank in accordance with clause 11 of this Guarantee, on or before (indicate date falling thirty (30) days after the Expiry Period).
16. This Guarantee shall be interpreted in accordance with the laws of India and the courts at Bengaluru shall have exclusive jurisdiction.
17. This Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Bank.
18. Capitalized terms used but not defined herein shall have the meanings given to them in the request for RfS No. [●] dated [●] issued by PCKL.

Signed and Delivered by.....Bank

By the hand of Mr./ Ms.....its..... and authorised official.

(Signature of the authorised signatory of the Bank)

**(Official Seal)**

**Note:** Separate Bid Security shall be submitted for each Project i.e. One BG for [●] MW.

## APPENDIX-III Format for Power of Attorney and Board Resolutions

### Format for Power Attorney

(BOARD RESOLUTION IN FAVOUR OF AUTHORIZED SIGNATORY ALSO ENCLOSED)

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

Power of Attorney provided by the Bidder in favor of its representative as evidence of authorized signatory's authority.

Know all men by these presents, we ..... do hereby constitute, appoint and authorize ....., presently residing at ..... who is presently employed with us and holding the position of ..... as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for Request For Selection (RfS) is invited from the Power Producing Companies for the development of [ ] MW x [8] Hours / day Storage from Pumped Hydro Storage Plant/s (PHSP/s) in the state of Karnataka on "Build-Own-Operate" basis for providing energy storage support to ESCOMs of Karnataka for a period of 40 years.

We are submitting our Bid for a total quoted capacity of [ ] MW as below:

- a) Capacity of [ ] MW at Location [ ], Taluk [ ], District [ ] in Karnataka.
- b) Capacity of [ ] MW at Location [ ], Taluk [ ], District [ ] in Karnataka.
- c) Capacity of [ ] MW at Location [ ], Taluk [ ], District [ ] in Karnataka.

The aforesaid Authorized employee, in response to the RfS no. [ ] dated [ ] issued by Power Company of Karnataka Ltd ("PCKL"), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which PCKL may require us to submit. The aforesaid Attorney is further authorized for making representations to PCKL, and providing information / responses to PCKL, representing us in all matters before PCKL, and generally dealing with PCKL in all matters in connection with our Bid till the completion of the Bidding Process as per the terms of the RfS.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RfS.

Signed by the within named

**Organization Name:**

through the hand of

**Name of Authorizer:**

duly authorized by the Board to issue such Power of Attorney

Dated this

Signature of Attorney

Name:

Designation:

Address of the Attorney:

Attested

Signature of the executant

Name:

Designation:

Address of the executant:

Signature and stamp of Notary of the place of execution

Common seal of ..... has been affixed in my/our presence pursuant to Board of Director's

Resolution dated .....

WITNESS

1

Signature

Name:

Designation:

2.

Signature

Name:

Designation:

Notes:

The mode of execution of the power of attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same shall be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

The person authorized under this Power of Attorney shall be a person holding the responsible post & designation in the company.

In case of the Bidder being a foreign company, the same shall be signed by a person of equivalent position.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate. Also, wherever required, the executant(s) shall submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

#### APPENDIX-IV Format for Power of Attorney In favour of Lead Member of Consortium

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

Power of Attorney provided by the Bidder in favor of its representative as evidence of authorized signatory's authority.

We are submitting our Bid for a total quoted capacity of [ ] MW as below:

- d) Capacity of [ ] MW at Location [ ], Taluk [ ], District [ ] in Karnataka.
- e) Capacity of [ ] MW at Location [ ], Taluk [ ], District [ ] in Karnataka.
- f) Capacity of [ ] MW at Location [ ], Taluk [ ], District [ ] in Karnataka.

Know all men by these presents, we ..... do hereby constitute, appoint and authorize ....., presently having registered office at ..... as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for Request For Selection (RfS) is invited from the Power Producing Companies for the allotment of setting up of [ ] MW x [8] Hours / day Storage from Pumped Hydro Storage Plant/s (PHSP/s) in the state of Karnataka on "Build-Own-Operate" basis for providing energy storage support to PCKL/ESCOs of Karnataka for a period of 40 years.

The aforesaid [Name of Lead Member of the Consortium], in response to the RfS no. [ ] dated [ ] issued by Power Company of Karnataka Ltd ("PCKL"), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which PCKL may require us to submit. The aforesaid Attorney is further authorized for making representations to PCKL, and providing information / responses to PCKL, representing us in all matters before PCKL, and generally dealing with PCKL in all matters in connection with our Bid till the completion of the Bidding Process as per the terms of the RfS.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RfS.

Signed by the within named

**Organization Name:**

through the hand of

**Name of Authorizer:**

duly authorized by the Board to issue such Power of Attorney

Dated this

Signature of Attorney

Name:

Designation:

Address of the Attorney:

Attested

Signature of the executant [Name of Other Member 1]

Name:

Designation:

Address of the executant:

Signature of the executant [Name of Other Member 2]

Name:

Designation:

Address of the executant:

Signature and stamp of Notary of the place of execution

Common seal of ..... has been affixed in my/our presence pursuant to Board of Director's

Resolution dated .....

#### WITNESS

1

Signature

Name:

Designation:

2.

Signature

Name:

Designation:

Notes:

The mode of execution of the power of attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same shall be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

The person authorized under this Power of Attorney shall be a person holding the responsible post & designation in the company.

In case of the Bidder being a foreign company, the same shall be signed by a person of equivalent position.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate. Also, wherever required, the executant(s) shall submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).



## APPENDIX-V Format for Joint Bidding Agreement

*(To be executed on stamp paper of appropriate value. Foreign entities submitting Bid are required to follow the applicable law in their country)*

We are submitting our Bid for a total quoted capacity of [ ] MW as below:

- a) Capacity of [ ] MW at Location [ ], Taluk [ ], District [ ] in Karnataka.
- b) Capacity of [ ] MW at Location [ ], Taluk [ ], District [ ] in Karnataka.
- c) Capacity of [ ] MW at Location [ ], Taluk [ ], District [ ] in Karnataka

THIS JOINT BIDDING AGREEMENT is entered into on this [ ] Day of [ ].

AMONG

1. [.....] with its registered office at [ ] (referred to as **Lead Member** which expression will, unless repugnant to the context include its successors and permitted assigns)

AND

2. [.....] with its registered office at [ ] (referred to as **Other Member 1** which expression will, unless repugnant to the context include its successors and permitted assigns)

AND

3. [.....], with its registered office at [ ] (referred to as the **Other Member 2** which expression will, unless repugnant to the context include its successors and permitted assigns)

4. The above-mentioned parties namely Lead Member [ ], Other Member 1 [ ], and Other Member 2 [ ] are collectively referred to as the **Parties** and each is individually referred to as a **Party**.

### WHEREAS

- A. Power Company of Karnataka Ltd (referred to as **PCKL** which expression will, unless repugnant to the context or meaning thereof, include its successors and assigns) has invited bids (the **Bid**) by its Request for Selection No. [ ] dated [ ] (the **RfS** no. [ ] dated [ ]).
- B. The Parties are interested in jointly bidding for the Project(s) as Members of a Consortium and in accordance with the terms and conditions of the Bidding Document in respect of the Project(s).
- C. Bidders qualifying on the strength of a Consortium shall submit a legally enforceable Joint Bidding Agreement in a format specified in the RfS, whereby the Members of the Consortium undertake to be liable for their respective equity investment commitment for the formation of an SPV and undertake to submit the performance bank guarantees as required as per the provisions of the RfS and Project Agreements, as specified herein.

### NOW IT IS HEREBY AGREED as follows:

#### 1. Definitions and interpretations

In this Agreement, the capitalized terms will, unless the context otherwise requires, have the meaning ascribed there to under the RfS.

#### 2. Consortium

- 2.1. The Parties do hereby irrevocably constitute a consortium (the **Consortium**) for the purposes of jointly participating in the Bid Process.

- 2.2. The Parties hereby undertake to participate in the Bid Process only through this Consortium and not individually and or through any other consortium constituted for participating in the Bid Process, either directly or indirectly or through any of their Associates.
- 2.3. We, the Members of the Consortium and Parties to the Joint Bidding Agreement do hereby unequivocally agree that.....(Insert name of the Lead Member), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of (the names of all the other Members of the Consortium to be filled in here).
- 2.4. The Lead Member is hereby authorized by the Members of Consortium and Parties to the Joint Bidding Agreement to bind the Consortium and receive instructions for and on behalf of all Members of the Consortium.
- 2.5. 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 their respective equity obligations. Each Member of the Consortium 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 Joint Bidding Agreement.

### 3. Incorporation of SPV

The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Unit(s), it will incorporate a special purpose vehicle (**SPV**) under the Companies Act, 2013 for entering into the Project Agreements with the relevant counterparty(ies) and for performing all its obligations in terms of the Project Agreements for the Unit(s).

### 4. Equity Contribution

The percentage of equity holding of each Member of the Consortium in the Project Company shall be / is as follows:

Name	Percentage of equity holding
Lead Member*	-----
Other Member 1	-----
Other Member 2	-----

  

Name	Percentage of equity holding
Total Equity	100%

***(Note: The percentage equity holding/for any Member of the Consortium in the Project cannot be Zero in the above table.***

In case of any breach of any of the equity holding as specified under clause 4 above by any of the Members of the Consortium, the Lead Member shall be liable for the consequences thereof.

### 5. Equity Lock-in

The Parties acknowledge that all the members of the Consortium shall subscribe and hold at least fifty one percent (51%) of the Paid-up Share Capital with voting rights of SPV and the Lead Member of the Consortium shall subscribe and hold at least twenty six percent (26%) of the Paid-up Share Capital with voting rights of SPV from the date of incorporation of the SPV until the expiry of First Contract Year. .

### 6. General

- 6.1. Except as specified in the Joint Bidding 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.
- 6.2. It is further specifically agreed that the financial liability for equity contribution of 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 their scope of work or financial commitments.
- 6.3. This Consortium Agreement shall be construed and interpreted in accordance with the laws of India and courts at Bhopal alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
- 6.4. It is hereby agreed that the Lead Member shall furnish the Bid Security, as stipulated in the RfS, on behalf of the Consortium.
- 6.5. It is hereby agreed that in case of selection of the Consortium as the Successful Bidder, the Parties shall furnish the requisite performance bank guarantees under the Project Agreements in favor of the counterparty(ies), as stipulated in the Project Agreements. The Lead Member shall be responsible for ensuring the submission of the requisite performance bank guarantees on behalf of all the Members of the Consortium
- 6.6. It is further expressly agreed that the Joint Bidding Agreement shall be irrevocable and, for the Successful Bidder, shall remain valid over the term of the Project Agreements.
- 6.7. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members of the Consortium respectively from time to time in response to the RfS for the purposes of the Bid.
- 6.8. It is agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the Unit(s) as envisaged under the Bidding Document and Project Agreements.
- 6.9. It is hereby expressly agreed between the Parties to this Joint Bidding Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of PCKL.
- 6.10. This Joint Bidding Agreement
  - a. has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party;
  - b. sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof;
  - c. may not be amended or modified except in writing signed by each of the Parties and with prior written consent of PCKL:

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

## **7. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the PHSPPA, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by PCKL to

the Bidder, as the case may be.

## **8. Miscellaneous**

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of PCKL.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)  
(Name)  
(Designation)  
(Address)

In the presence of:

1.

2.

### **Notes:**

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is

being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

**APPENDIX-VI: Format for Certificate from Statutory Auditor for Technical Capacity**

*(On the Letterhead of the Statutory Auditor)*

**Certificate from the Statutory Auditor regarding development experience**

Date:

TO WHOMSOEVER IT MAY CONCERN

Based on its books of accounts and other published information authenticated by it, this is to certify that ..... (Name of the Bidder/ Group Business Entity/ Consortium member) is an equity shareholder in ..... (Title of the project company) and holds/ held INR ..... Crore (Indian Rupees ..... Crore only) of Paid-up Share Capital with voting rights (with \_\_\_ no of shares with value of each share as INR \_\_\_\_\_) (which constitutes .....% of the total Paid-up Share Capital and subscribed as on the date of Commercial Operation Date of the project) of the project company from ..... [date] to ..... [date]. The project of capacity .... MW was commissioned on ..... (date of commissioning of the project) as per the commissioning certificated issued to the project company. The Project \_\_\_\_\_ (name of the project company) has generated \_\_\_\_\_ (units of energy in kWh) and the \_\_\_\_\_ (name of the Bidder/ Group Business Entity/ Consortium member) has operated the plant for \_\_\_\_\_ years from Commercial Operation Date.

We further certify that the total estimated capital cost of the project is INR [figures and words] crores and the debt and equity ratio of the project company is \_\_%: \_\_%.

This certificate is being issued to be produced before A. Power Company of Karnataka Ltd, for the [RfS name] as per RfS no. \_\_\_\_\_ dated \_\_\_\_\_.

I certify that I have verified the original documents as mentioned below and confirm that all the information provided in this certificate is true:

- a) Work order/ Letter of Award issued by the procurer
- b) Pumped Storage Power Procurement Agreement (PSPA) signed with the procurer
- c) Commissioning certificate issued by the procurer mentioning the actual date of commissioning for the project for which Technical Capacity is being claimed
- d) Proof mentioning the connectivity voltage level of the project for which the Technical Capacity is being claimed
- e) Proof for holding more than twenty six percent (26%) of Paid-up Share Capital as on the date of COD for the entity claiming Technical Capacity

Signature and Seal of the

Statutory Auditor clearly indicating his/her

Membership number

**Instructions:**

Details of all the projects commissioned should be furnished as per the format below, signed by the Chartered Accountant.

The project wise experience is mentioned below:

Item	Particulars of the Project
Title & nature of the project	
Entity for which the project was developed	
Location	

Item	Particulars of the Project
Estimated project cost (INR Crore)	
Project Commissioned Capacity (MW (AC and DC))	
Date of commencement of project	
Date of completion/ commissioning	
Date of commercial operation of the project	
Equity shareholding as on the date of commercial operation of the project.	
Whether credit is being taken for the of for demonstrating Eligibility Criteria from Group Business Entity (Yes/No)	
Total Units generated from the Project in kWh mentioning the period	

**Instructions:**

1. Bidder shall submit Technical Capacity as per Clause 6.2.1
2. Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Group Business Entity specified in Clause 6.2.1(b).
3. A separate sheet should be filled for each project commissioned.
4. Member Code shall indicate NA for Not Applicable in case of Single Business Entity. For member of consortium the following abbreviation are suggested viz., LM for Lead Member and OM for Other Member.

**APPENDIX-VII: Format for Certificate from Statutory Auditor for Financial Capacity**

*(On the Letterhead of the Statutory Auditor)*

Date:

We have verified the relevant statutory and other records of M/s \_\_\_\_\_ [Name of the Single Business Entity/Consortium Member/Group Business Entity] and certify that the net worth is INR \_\_\_\_\_ Crores (Indian Rupees \_\_\_\_\_ Crores) or equivalent US\$ as on the last date of the Financial Year/ Calendar Year, as per the equivalent law in respective foreign countries.).

All figures are in Crore INR

<b>Particulars</b>	<b>Financial Year or Calendar Year ending DD MMM YYYY (as applicable)</b>
Aggregate value of the paid-up share capital Fully, compulsorily and mandatorily convertible Preference shares Fully, compulsorily and mandatorily convertible Debentures.	[ Insert the amount in Crore INR]
Add: All reserves created out of the profits and securities premium account	[ Insert the amount in Crore INR]
Subtract: Accumulated losses	[ Insert the amount in Crore INR]
Subtract: Deferred expenditure	[ Insert the amount in Crore INR]
Subtract: Miscellaneous expenditure not written off	[ Insert the amount in Crore INR]
Net worth* as on the last date ending Financial Year/ Calendar Year, as per the equivalent law in respective foreign countries.	[ Insert the amount in Crore INR]

Note: \* The above Net worth does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

We have submitted the unconsolidated audited financial statements along with the supporting notes as annexure for the said Financial Year or Calendar Year ending DD MMM YYYY.

This certificate highlighting the breakup of the net worth including the reference of the various notes in the annual accounts is being issued to be produced before Power Company of Karnataka Ltd for the [RfS name] as per RfS no. \_\_\_\_\_ dated \_\_\_\_\_.

Signature and Seal of the

Statutory Auditor clearly indicating his/her

Membership number



APPENDIX-VIII: Format for Acceptance of PHSPPA Annual Fixed Cost post e-reverse auction

*(To be printed on the letterhead of the Bidder/Lead Member)*

Dated:

To,  
The Additional Director (Projects)  
POWER COMPANY OF KARNATAKA LTD.,  
5TH FLOOR, KPTCL BUILDING, KAVERI BHAVAN,  
BENGALURU – 560 009

**Sub: Acceptance of Pumped Hydro Storage Power Procurement Agreement (PHSPPA Annual Fixed Cost post E-Reverse Auction process)**

Dear Sir,

With reference to your RfS name [ ], RfS No. [ ] dated [ ], we, having read and examined in detail the Bid Documents and understood their contents, hereby submit our acceptance to the PHSPPA Annual Fixed Cost after completion of E-Reverse Auction process, which shall be final and binding on us. The Price Bid is unconditional and unqualified and valid for one hundred and eighty (180) days from the original Bid Due Date. Please accept our Pumped Hydro Storage Power Procurement Agreement (PHSPPA) Annual Fixed Cost as INR Lakhs per MW per annum [In Indian Rupees up to 2 decimal places in figure and words] valid during the PHSPPA Term for a total capacity of the Project(s) as [ ] MW.

In witness thereof, I/we submit this acceptance under and in accordance with the terms of the Bidding Document.

Thanking you,

Yours faithfully,

Dated this *[insert date]* day of *[insert month]* 2021

Name and seal of the Bidder

(Signature, name and designation of the authorized signatory of the Bidder/Lead Member of the Consortium)

## APPENDIX-IX: Format for Declaration of Bid Security

(To be submitted separately for each Project)

No.

Date

**Subject: Declaration of bid security requirement.**

We, \_\_\_\_\_(insert name of the Bidder) hereby provide this undertaking to Power Company of Karnataka Limited (hereinafter shall be referred to as “PCKL”), in respect to our response to RfS vide RfS No.

\_\_\_\_\_dated\_\_\_\_\_.

We undertake that we will abide by the provisions of the RfS for the activities pertaining to submission of response to RfS, during the bid validity period. We undertake not to withdraw or modify our bid during the bid validity period, in line with provisions of the RfS. In case we withdraw or modify our response to the RfS during the bid validity period, or violate other provisions of the RfS which make the bid non-responsive under Clause 6.1 and Clause 6.4 of the RfS, We, \_\_\_\_\_ (insert name of the bidder) including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by KREDL/PCKL for a period of 2 years from the date of default as notified by PCKL.

(Name and Signature of the Authorized Signatory)

## ANNEXURE-A. Special instructions to Bidders for e-Tendering

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, POWER COMPANY OF KARNATAKA LIMITED has decided to use the portal <https://www.bharat-electronictender.com> through ISN ElectronicTender Services Private Limited (referred as ISN-ETS). This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender®. A portal built using ElectronicTender's software is also referred to as ElectronicTender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

### Instructions

#### **Tender Bidding Methodology:**

##### Sealed Bid System

- *Single Stage Two Envelope*

##### Auction

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

#### **Broad Outline of Activities from Bidder's Perspective:**

1. Procure a Class-III Digital Signing Certificate (DSC)
2. Register on ElectronicTender System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to an MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
  - Query to *POWER COMPANY OF KARNATAKA LIMITED* (Optional)
  - View response to queries posted by *POWER COMPANY OF KARNATAKA LIMITED*
8. Bid-Submission on ETS
9. Post-TOE Clarification on ETS (Optional)
  - Respond to *POWER COMPANY OF KARNATAKA LIMITED* Post-TOE queries
10. Participate in e-ReverseAuction on ETS

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 POWER COMPANY OF KARNATAKA LIMITED/ 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 POWER COMPANY OF KARNATAKA LIMITED/ Auctioneer.

## Registration

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

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

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

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

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

POWER COMPANY OF KARNATAKA LIMITED Contact	
POWER COMPANY OF KARNATAKA LIMITED Contact Person	<i>Contact Persons Name (Designation)</i> <b><u>Additional Director (Projects).</u></b> <b><u>PCKL, 5TH Floor, KPTCL</u></b> <b><u>Building, Kaveri Bhavan,</u></b>

	<b><u>Bengaluru-560009.</u></b>
Telephone/ Mobile	Telephone/ Mobile <b>080-22107490/8277889889</b> <i>[between 9:30 hrs to 18:00 hrs on working days]</i>
E-mail ID	<i>E-mail Id:</i> <b>addl.director2018@gmail.com</b>

### Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Online Payment of Applicable ETS Bidding-Fee (if applicable)  
*Note: Failure to pay this amount will result in rejection of the bid.*
- Submission of Bid-Parts/ Envelopes
  - *Technical-Part*
  - *Financial-Part*
- Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Tender Documents/ Addendum

The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the corresponding deadline of Bid Submission, and before the commencement of the Online TOE. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the POWER COMPANY OF KARNATAKA LIMITED as per RFS document.

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.

### Some Bidding related Information for this Tender (e-ReverseAuction)

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

The following would be parameters for e-ReverseAuction:

S#	Parameter	Value
1	Date and Time of Reverse-Auction Bidding Event	Tentative gap of hours/ day after opening of Sealed Bids./ Will be intimated to the responsive bidders later.
2	Duration of Reverse-Auction Bidding Event	Duration in Hours: 1 Hour
3	Automatic extension of the 'Reverse-Auction Closing Time', if last bid received is within a 'Pre-defined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	<i>Within last 10 Minutes</i>
3.2	Automatic extension Time-Duration	<i>10 Minutes</i>

S#	Parameter	Value
3.2	Maximum number of Auto-Extension	<i>Unlimited Automatic Extension</i>
4	Criteria of Bid-Acceptance	<i>A bidder can go on 'Decreasing' his own bid value without taking into cognizance the Starting Price' or 'Rank-1' bid</i>
5	Entity – Start-Price	L1 of the respective Item of Financial-Part/ Specified by POWER COMPANY OF KARNATAKA LIMITED
6	Minimum Bid-Decrement for AFC	Value in Currency : INR 50,000/MW/Annum

Technically qualified bidders are allowed for **e-ReverseAuction**'. **The successful bidders are selected based on the bucket filling.** As per clause 6.2 & 6.4 of RFS document.

#### **Other Instructions:**

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

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

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

### **SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS**

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

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

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

**Note:** Bid-submission in ETS can consist of submission of multiple bid-components, which vary depending upon the situation and requirements of the Buyer. Successful receipt of a bid in an e-tendering scenario takes place if all the required bid-components are successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding (On some ETS screens, this is also referred to as 'Last Date and Time of Receipt of Bids'). 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. When a bid-component receipt and validation is successful, it is recorded in the ETS Audit Trail Report, which is generated by ETS. In case of any uncertainty, the application audit trail generated by ETS (ETS Audit Trail Report) shall be the final record/evidence for reference regarding the 'successful bid receipt'.

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. ETS will make your bid available for opening during the Online Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

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

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

1. Get your organization's concerned executives trained for e-ReverseAuction related processes on ETS well in advance of the start of e-ReverseAuction.
2. For responding to any particular e-ReverseAuction, the e-ReverseAuction (ie its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the 'rules and related criterion' for the e-ReverseAuction as defined by the POWER COMPANY OF KARNATAKA LIMITED.
4. Pay the ETS Bidding-Fee for e-ReverseAuction well in advance of the start of e-ReverseAuction Bidding Event.

**Note:** To participate in e-ReverseAuction, the ETS Bidding-Fee for e-ReverseAuction should be paid before the 'Date and Time of Start of Reverse-Auction'. In case ETS Bidding-Fee for e-ReverseAuction is sent offline to the Auctioneer or ETS Service Provider, it is important for the bidder to ensure that the Auctioneer/ ETS Service Provider has received the ETS Bidding-Fee for e-ReverseAuction and also entered the related details in ETS. When the Auctioneer/ ETS Service Provider enters the details, the bidder should receive an e-mail acknowledgement. If ETS Bidding-Fee for e-ReverseAuction status of the bidder is not updated as outlined above, the bidder would not be able to participate in the Auction.

5. During an e-auction, it is recommended that a bidder submits a bid well before the scheduled time of 'Date and Time of Closure of Reverse-Auction'. Submission of a bid near the closing time of an auction may result in failure due to any of the various factors at that instant, such as – slow internet speed at the bidder's end, slow running of computer at bidder's end, nervousness of the bidder in the last few seconds, etc. This could lead to delay in submission of data from the bidder's computer to the server. Even if the delay is of a fraction of second after the scheduled closing time, it will result in failure of bid submission. Further, please note that a bid can be submitted even if the bidding-page has not been refreshed manually, or otherwise depending on the conditions of the e-auction.

**Note:** Successful receipt of Bid in an e-auction scenario takes place if the bid is successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding (On some ETS screens, this is also referred to as 'Date and Time of Closure of Reverse-Auction', or Forward-Auction, as the case may be). End Users shall be solely responsible for ensuring timely submission of their respective bids such that the bids are successfully received in ETS as stated above. 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. When a bid is successfully 'received and validated', it is recorded in the ETS Audit Trail Report, which is generated by ETS. In case of any uncertainty, the application audit trail generated by ETS (ETS Audit Trail Report) shall be the final record/evidence for reference regarding the 'successful bid receipt'.

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

#### **Minimum Requirements at Bidder's End**

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

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

Digital Certificate(s)

#### **Vendors Training Program**

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

In case, any bidder is interested, he may send a request to [support@isn-ets.com](mailto:support@isn-ets.com)

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

Vendors Training Charges (Per Participant)	Rs. 5,000/- (plus GST @ 18.00 %)
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## ANNEXURE-B TERMS & CONDITIONS OF REVERSE AUCTION

9.1 After opening of Financial Bids and short-listing of bidders based on the First Round Quoted Tariff and capacity of qualified Project(s), PCKL shall resort to “REVERSE AUCTION PROCEDURE”. Reverse Auction shall be conducted as per methodology specified in Section-5 and other provisions of Reverse Auction in RfS documents and their subsequent Addenda/ Amendments. Bidders, in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their ‘Bid Price’ within the auction period.
2. ETS will provide all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to ETS.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as informed to the bidders.
5. Bidders should acquaint themselves of the ‘Business Rules of Reverse Auction’, which are mentioned below in the RfS document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action shall be initiated by PCKL.
7. The Bidder shall not divulge either his Bids or any other exclusive details of PCKL to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
  - a) Bidders may note that, although extension time is ‘10’ minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last-minute hosting of the Financial Bid.
  - b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of PCKL bid process, bid technology, bid documentation and bid details.
  - c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
  - d) Technical and other non-commercial queries (not impacting price) can only be routed to the PCKL contract personnel indicated in the RfS document.
  - e) Order finalization and post order activities such issue of LOA, signing of PPA etc. would be transacted directly between successful bidder(s) and PCKL.
  - f) LOA may be placed outside the e-portal & further processing of the LOA may also be outside the system.

g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Section-8 of the RfS document.

h) Bidders are advised to visit the auction page login into the system well in advance to identify / rectify the problems to avoid last minute hitches.

i) PCKL will not be responsible for any PC configuration/Java related issues, software/hardware related issues, telephone line glitches and breakdown / slow speed in internet connection of PC at Bidder's end.

j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC / Internet / Java related issues and Bidder may lose the chance of participation in the auction.

10. For access to the Reverse Auction site, the following URL is to be used: <https://www.bharat-electronictender.com>

11. No queries shall be entertained while Reverse Auction is in progress.

## **9.2 BUSINESS RULES OF REVERSE AUCTION**

Reverse Auction shall be conducted as per methodology specified in Section-5 and other provisions of Reverse Auction in RfS documents and their subsequent Addenda/ Amendments. Bidders, in their own interest, are advised to go through the documents in entirety. The Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

i. The 'Opening Price' of each bidder i.e., start price for RA will be the "First Round Tariff Bid" quoted by the respective bidder in its financial bid for the qualified Project(s).

ii. Bid Decrement shall be intimated at a later stage prior to the start of Reverse Auction

After completion of the online Reverse Auction, the last quoted price of each bidder shall be available for further processing. If no bid is received in the auction system/ website within the specified time duration of the online RA, then PCKL may consider the "First Round Tariff" bid received through e-tendering for selection.

Online Reverse Auction shall be conducted by PCKL on pre-specified date and time, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA any requests for extension of time will not be considered by PCKL. Bidders are therefore requested to make all the necessary arrangements/ alternatives whatever required so that they are able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. PCKL shall not be responsible for such eventualities.

Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/number of Projects being auctioned, auction rules etc.

PCKL reserves the right to cancel/reschedule/extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.

PCKL shall not have any liability to bidders for any interruption or delay in access to the auction website irrespective of the cause. In such cases, the decision of PCKL shall be binding on the bidders.

Other terms and conditions shall be as per bidder's bid and as per PCKL RfS documents and other correspondences, if any, till date.