

**Punjab State Power Corporation Limited
(PSPCL)**

**Request for Proposal
for
Appointment of Agriculture Implementing Agency (AgIA)
for
Agricultural DSM Pilot Project in Muktsar district of Punjab**

Bid Specification No: 04/DSM/2011-12

Issued by

Dy.C.E.(Demand Side Management)

January 2012

Punjab State Power Corporation Ltd.
Shatki Sadan, Patiala 147001

Bid specification for Appointment of AgIA for Agricultural DSM Pilot Project in Muktsar district of Punjab

This RFP Document, containing the **Request for Proposal** (“RFP”) along with Exhibits / Annexure as per index is issued to -

M/s. _____

Notes/ Disclaimer:

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2. Though adequate care has been taken while preparing and issuing the RFP, the Bidder should satisfy himself that documents are complete in all respects.
3. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received by this office from any Bidder within ten days from the date of issue of this document, it shall be considered that the issued document is complete in all respects and has been received by the Bidder.
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6. Nothing in the RFP should be relied on, as a promise or representation as to the future.
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9. PSPCL reserves the right to change, modify, add to or alter the Selection Process including inclusion of additional evaluation criteria.
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11. PSPCL reserves the right to reject any or all of the Bids submitted in response to the RFP at any stage without assigning any reasons whatsoever.

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TABLE OF CONTENTS

1. DEFINITIONS AND ABBREVIATIONS..... 6

 1.1 Definitions..... 6

 1.2 Abbreviations 8

2. INTRODUCTION 10

 2.1. Background Information 10

 2.2. Description of the Pilot Project Area 11

3. PROJECT DESCRIPTION..... 11

 3.1. Program title..... 12

 3.2. Proposed structure of the project..... 12

 3.3. Description of the Program 12

 3.4. Brief Roles and Responsibilities of the AgIA 13

4. SELECTION PROCESS 16

 4.1. Bidding Process..... 16

5. EVALUATION..... 18

 5.1. Responsiveness..... 18

 5.2. Qualification Criteria for bidders 18

 5.3. Description of Technical Bid 19

 5.4. Evaluation of Technical Bids 20

6. INSTRUCTIONS TO BIDDERS(6.1 to 6.9 & 6.11 to 6.22) 22

 6.10. Bank Guarantee 24

7. FORMATS FOR SUBMISSION OF BIDS 29

8. EXHIBIT 1: COVERING LETTER FOR TECHNICAL PROPOSAL..... 30

9. EXHIBIT 2: LETTER OF COMMITMENT 32

10. EXHIBIT 3: LETTER OF ACCEPTANCE 34

11.	EXIHIBIT 4: Description if the bidding company/ bidding consortium.....	36
12.	EXHIBIT 5: INFORMATION REQUIREMENT FOR TECHNICAL PROPOSAL.....	37
13.	EXHIBIT 6: COVERING LETTER FOR FINANCIAL PROPOSAL	43
14.	EXHIBIT 7: FORMAT FOR FINANCIAL PROPOSAL	44
15.	EXHIBIT 8: FORMAT FOR CONSORTIUM AGREEMENT	45
16.	EXHIBIT 9: FORMAT FOR CERTIFICATE OF RELATIONSHIP.....	50

1. DEFINITIONS AND ABBREVIATIONS

1.1 Definitions

Affiliate

Shall mean a company that either directly or indirectly

- i. controls or
- ii. is controlled by or
- iii. is under common control with

a Bidding Company (in the case of a single company) or a Member Company (in the case of a Consortium) and “**control**” means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company;

Agriculture Implementing Agency (AgIA)

Shall mean the Bidder selected as per the provisions of Clause **Error! Reference source not found.** of this RFP;

Average Revenue Realization

Shall mean the total revenue collected per unit energy supplied by PSPCL at input points on annualized basis. The same shall be computed as:

Average Revenue Realization = (Total Revenue Collected + Total Subsidy Amount) / Total energy input

Bid

Shall mean the Technical Proposal and Financial Proposal submitted in response to this RFP issued by PSPCL;

Bidder

Shall mean the Bidding Company or Bidding Consortium;

Bidding Company

Shall mean such single company that has submitted the Bid in accordance with the provisions of this RFP;

Bidding Consortium or Consortium

Shall mean a group of companies that has collectively submitted the Bid in accordance with the provisions of this RFP;

Distribution Licensee

Shall mean PSPCL;

Energy Efficient Pump set

BEE 4 star & above agricultural pump-sets as per the existing models available in the Market with specifications as set forth in clause 3.4.1;

Energy Service Company (ESCO)

A company accredited by Bureau of Energy Efficiency as ESCO;

Expiry Date

Shall be the fifth anniversary of the date when all the pumps are commissioned by AgIA;

Effective Date

Shall mean the date on which the agreement is signed by both the Parties and is in force;

Financial Proposal/Financial Bid

Shall mean the proposal of the Bidder setting out the savings that are proposed to be achieved for different years of the term of agreement as set forth in clause 5.5;

Lead Member

Shall mean the Member Company who is in charge of developing the Project and who commits at least 51% of equity in the Project and so designated by other Member Company (ies) in accordance with the Consortium Agreement specified in Exhibit 8 of this RFP;

Member Company

Shall mean each company in the Bidding Consortium which has executed the Consortium Agreement as provided in Exhibit 8 of this RFP;

Parties

Shall mean a reference to the selected Bidder and PSPCL collectively and “Party” shall mean an individual reference to either one of them;

Project

Shall mean Agriculture Demand Side Management pilot project in Muktsar district of Punjab

Promoter(s)

Shall mean, a company or individual holding not less than 26% of the paid up equity capital either directly or indirectly either in the Bidding Company or in the Member of a Bidding Consortium, as the case may be. In the event of an indirect holding in Bidding Company through a chain of company/companies, the percentage of holding would be considered on proportionate terms.

Any bank or financial institution would not be a Promoter.

RFP Document

Shall mean this Request for Proposal document comprising of three volumes: issued to the Bidders seeking Technical and Financial Proposals;

Volume-1: Request for Proposal

Volume-2: Annexures (Draft Contract / Agreement between PSPCL & AgIA and the Draft Contract / Agreement between Farmer & AgIA)

Volume-3: Detailed Project Report (DPR) of Ag DSM Pilot Project in Punjab

Technical Proposal/Technical Bid

Shall mean the proposal of the Bidder setting out details as set forth in Clause 5.3 and 5.4 of this Document;

Wide voltage EEPS

EEPS operating under the voltage variation accepted as per Indian Electricity Act, 2003;

(The words used in this document shall carry the same meaning as defined herein. Any word, phrase not defined here shall carry the meaning as is usually connoted in trade parlance or as is defined under the prevalent electricity laws).

1.2 Abbreviations

Ag DSM:	Agriculture Demand Side Management
AgIA:	Agriculture Implementing Agency
BEE:	Bureau of Energy Efficiency
DSM:	Demand Side Management
EEPS:	Energy Efficient Pump Set
EMD:	Earnest Money Deposit
EoI:	Expression of Interest
FY:	Financial Year
HP:	Horse Power
HT:	High Tension
INR:	Indian Rupees
IST:	Indian Standard Time
IT:	Information Technology
KM:	Kilometer
kV:	Kilo Volt
LoI:	Letter of Intent
LT:	Low Tension

PSERC: Punjab State Electricity Regulatory Commission
MoU: Memorandum of Understanding
PSPCL: Punjab State Power Corporation Ltd.
MU: Million Units
O&M: Operations & Maintenance
RFP: Request for Proposal
R&M: Repair & Maintenance
SD: Security Deposit
SEB: State Electricity Board
STU: State Transmission Utility
T&D: Transmission & Distribution

2. INTRODUCTION

2.1. Background Information

- 2.1.1. Punjab State Power Corporation Limited (PSPCL) came into existence on April 16, 2010 after unbundling the erstwhile Punjab Electricity Board into two companies. PSPCL released 4.76 lakh new connections including 61849 new tubewell connections during 2007-09. PSPCL has taken strict measures to reduce power theft including disciplinary action against the erring employees and setting up 5 Anti Power Theft Police Stations. PSPCL has introduced new technologies like electronic meters, remote control of transformers, remote meter reading and HVDS system for AP/ Industries.
- 2.1.2. PSPCL recognizes that India's Agricultural Sector consumes 30-40% of total electricity, up from 10% during 1970s. This coupled with high inefficiencies in the existing pumping systems has deteriorated the performance of this sector. Energy efficiency through Agriculture Demand Side Management promises immense opportunity in reducing the overall power consumption, improving efficiencies of ground water extraction and reducing the subsidy burden on states without sacrificing the service obligation to this sector.
- 2.1.3. Bureau of Energy Efficiency (BEE) is a statutory body under Ministry of Power, Government of India. The mission of BEE is to institutionalize energy efficiency services, enable delivery mechanism in the country and provide leadership to energy efficiency in all the sectors. The primary goal of the Bureau is to reduce the energy intensity in the Indian economy.
- 2.1.4. In order to accelerate energy efficiency measures in agriculture sector, BEE has initiated an Agriculture Demand Side Management (Ag DSM) programme in which pump set efficiency up gradation would be carried out through Public Private Partnership (PPP) mode. The objective of the program is to create appropriate framework for market based interventions in agricultural pumping sector by facilitating conducive policy environment to promote Public Private Partnership (PPP) to implement the projects.
- 2.1.5. Under this scheme of BEE, five states were being selected for initial engagement and DPR preparation. The first Pilot Ag DSM project was launched at Mangalwedha subdivision of Solapur Circle in Maharashtra. Following this launch four additional states namely Punjab, Rajasthan, Gujarat and Haryana were being engaged for initiating this pilot Ag DSM scheme.
- 2.1.6. In the state of Punjab, BEE appointed '**TUV-SUD South Asia Private Limited**' (TUV-SUD) for the preparation of detailed project report (DPR) which covered 2186 agricultural pumps connected on 6 Agricultural feeders in Muktsar and TranTaran districts of Punjab.

- 2.1.7. The Detailed Project Report (DPR) is prepared after an exhaustive survey and detailed energy audit study of the pump sets in the pilot area. During the energy audit study detailed information (about all the agricultural consumers) such as details about pumps (number, Type, make, age and rating), water requirements / consumption, status of meter installation, number of harvesting cycles, cropping pattern, underground water level in different seasons, power supply pattern and socio-economic conditions etc. is collected and analyzed. The savings proposed in the DPR are indicative only.
- 2.1.8. This detailed project report provides an insight to Pump manufacturers / Energy Service Company for making investments in implementing energy efficiency measures on rural pump set feeders. The intervention would lead to lower energy supply on the feeder, and hence, could result in lower subsidized energy sale by utilities and lessen the subsidy to be paid by the State Government.
- 2.1.9. Through this tender document, PSPCL with the support of BEE is seeking Bids from leading Energy Service Companies (ESCOs) and pump manufacturers for participation in **Agricultural DSM Pilot Project in Muktsar district of Punjab.**

2.2. Description of the Pilot Project Area

- 2.2.1. PSPCL/BEE has identified three agricultural feeders Channu, Shenakheda and Punjawa in Muktsar district under pilot Ag DSM project. All the three feeders are HVDS segregated agricultural feeders, feeding power to mostly agriculture pumps under the service areas. Table 1 below gives the details of these feeders.

Table 1: Pilot Ag DSM Project Feeder Details

Sr No.	District	Name of 11 kV Feeder	Total Agricultural Connections (Approx.)
1	Muktsar	Channu	267
2		Shenakheda	548
3		Punjawa	428

- 2.2.2. Refer to the detailed project prepared by BEE (Volume-3) to get an overview of the pilot project area and the electricity distribution system in the study area.
- 2.2.3. Payment of the bidder from the DSM fund or capital expenditure will be proportionately increased/ decreased as per the actual no. of pump sets audited by the bidder.

3. PROJECT DESCRIPTION

The key elements of the proposed pilot Ag DSM project in Punjab are described in the following sections of this RFP.

3.1. Program title

3.1.1. This program will be titled “Agricultural DSM Pilot Project in Muktsar district of Punjab.”

3.2. Proposed structure of the project

3.2.1. Hybrid Business Model has been proposed with AgIA providing the initial capital investment through debt & equity, whereas PSPCL would be providing the support through annual payment from special DSM fund or as capital expenditure and energy savings.

3.2.2. The business model for PPP Mode is provided in Figure below:

Hybrid business model

3.2.3.

3.2.4. The total cost of the Agriculture Demand Side Management pilot project in Muktsar district would be INR 2.21 crore, which would be paid back to AgIA as annual payment of INR 44.2 lakhs from the DSM fund or capital expenditure plan – subject to ‘guaranteed annual energy savings’ derived from competitive bidding. PSPCL would retain 60% of the monetized value of annual energy savings.

3.3. Description of the Program

- 3.3.1. Implementation of pilot Ag DSM project shall benefit the unmetered AP consumers
- 3.3.2. The Agriculture DSM pilot project in Punjab shall replace 1244 pumps in Punjab on the selected feeders of Muktsar district of Punjab with EEPS and measure the savings to quantify the benefit to the programme.
- 3.3.3. The Farmers will be provided with **Energy Efficient Pump Sets (EEPS)** free of cost. They will also be provided with free installation of the EEPS. The AgIA shall provide Repair & Maintenance of EEPS for five years. The R&M shall be provided with no cost to the farmers.
- 3.3.4. The scrap value of an old pump removed shall be credited as farmer's contribution to the project.

3.4. Brief Roles and Responsibilities of the AgIA

- 3.4.1. The AgIA shall be responsible for dismantling the existing pump sets, procurement of new EEPS, installation, maintenance and repair/replacement. AgIA shall also be responsible for financing, implementing and operating the Project. The AgIA shall procure EEPS and install them with following minimum specifications:-
 - i) BEE Star rated Pump sets - 4star & above as per the existing available with the bidder
 - ii) ISI marked pumpsets
 - iii) Wide-voltage (should be operating at low voltage) Monoblock, open well submersible and bore well Submersible pump sets.
 - iv) EEPS set installed should be capable of pumping the same quantity of water as compared to the old /existing pump set installed. Under no circumstance, the discharge rate of the EEPS shall not be lower than the existing pump sets of the farmers.
 - v) EEPS installed shall be of the same type (Monoblock / Open well Submersible / Bore well Submersible) as the existing pump sets.
 - vi) Low-friction foot valves conforming to relevant ISI Standard & specification.
- 3.4.2. Farmers shall be provided EEPS free of cost. They will also be provided with free installation of the EEPS. The EEPS shall be procured with a minimum warranty of 12 months (1 year) by pump set manufactures. The total R&M of 60 months shall be provided with no cost to the farmers by the AgIA.

- 3.4.3. The AgIA shall dismantle the existing pumps and keep an inventory of old pumps (with proper tagging of consumer ID) for one year. Disposal of old pumps should then be undertaken in a manner that precludes their use or reinstallation in any form anywhere in India. The scrap value of the disposed pumps would belong to AgIA. The AgIA shall provide a written assurance to PSPCL describing the manner of disposal. PSPCL shall have the right to audit or hire a third-party auditor to confirm the appropriate disposal of all old pumps. The disposal of old pumps shall be carried out in the following manner:
- i) Photograph of old and new pump-set with consumer details shall be taken
 - ii) Before disposal of old pump sets, a hole of appropriate size shall be made in the pump set in the presence of Third Party.
- 3.4.4. The term of the project shall be for a period of five years from the Effective Date of completion of replacement of all the existing pumps with EEPS. The start date shall be when all EEPS have been commissioned by AgIA.
- 3.4.5. The AgIA shall be responsible for dismantling the existing pump sets, planning the procurement, installation and initial testing of new EEPS within six months from the date of signing of the contract with PSPCL.
- 3.4.6. A Third Party agency in the presence of AgIA and PSPCL shall test all the existing pump sets as well as the new EEPS at the time of replacement. The baseline and energy savings for the first year shall be estimated based on this initial testing & average annual hours of operation of pump sets - 1480 Hrs (deemed savings approach).
- 3.4.7. For subsequent period of the project, a stratified random sampling technique shall be used to select the pump sets to be tested. Stratification criteria shall be the type and the rating of the pump sets. An estimated size of 10% of the total no. of pump sets shall be tested randomly every year.
- 3.4.8. The sample pump sets shall be tested by Third Party in the presence of PSPCL and AgIA annually for demonstrating the savings. The pump sets shall be selected randomly every year based on the approach mentioned in above clause.
- 3.4.9. This information is then be used to stipulate annual savings based on the estimate of the average operating hours / annum (1480 Hrs) (Deemed Saving Approach).
- 3.4.10. Third party monitoring and verification agency could be a local NGO / Technical Institute etc.

3.5. Support given by PSPCL

- 3.5.1. PSPCL shall provide to the AgIA the data and support necessary for implementing the tasks stated above.

- 3.5.2. PSPCL shall make payments on quarterly basis to the AgIA based on “guaranteed savings” demonstrated/achieved as specified in article-8 of the agreement and any related negotiations as per the details given in this Agreement.
- 3.5.3. PSPCL shall ensure good power supply quality and load management system in pilot area.
- 3.5.4. PSPCL shall provide necessary support to the AgIA at the field level, as may be required by AgIA from time to time, including, amongst others, regarding access to consumer premises, replacement of existing pump sets, recovering old pump sets and signing ownership agreement with the farmer/consumer.

4. SELECTION PROCESS

4.1. Bidding Process

4.1.1. The bidding process would mainly consist of the following stages.

- i) Issuance of RFP Document
- ii) Pre-bid conference
- iii) Issuance of revised RFP Package (if required)
- iv) Submission of the Technical and Financial Proposal
- v) Bid Evaluation & Award of LoI
- vi) Signing of the Contract Agreement

4.1.2. A diagrammatic representation of the bidding process is as shown below;

- 4.1.3. The RFP document shall be made available on the websites of PSPCL (www.pspcl.in) & BEE (www.bee-india.gov.in). The bidding process shall be deemed to commence from the time of issue of the RFP document. The purpose of this RFP is to provide Bidders with information regarding the proposed Ag DSM pilot project in order to assist them in formulation of their Bids.
- 4.1.4. A Pre-Bid Conference shall be held by PSPCL on the date as indicated in the Time Table as per clause 6.15. The purpose of which shall be to address the concerns of the bidders with respect to RFP.
- 4.1.5. The bidders shall submit their Technical and Financial Proposals in response to the RFP document on the date as indicated in the Time Table mentioned in clause 6.15.
- 4.1.6. As a part of the Selection Process, Technical Proposal submitted by interested Bidders in response to RFP, shall be evaluated based on the methodology and evaluation criteria as detailed in the RFP. The Bidders are required to submit their Technical Proposal in the formats placed as Exhibit 1 to 5 and Exhibit 8 & 9 of this document.
- 4.1.7. The Financial Proposals of only technically qualified bidders shall be opened and evaluated based on the methodology and evaluation criteria as detailed in this bid document. The information required to be provided by the Bidders submitting their Financial Proposal is placed as Exhibit 6 and 7 of this document.
- 4.1.8. The final award of the Project shall be made by PSPCL to the Bidder short-listed after evaluation of the Financial Proposal.
- 4.1.9. The selected Bidder shall be issued the Letter of Intent (LoI) by PSPCL.

5. EVALUATION

5.1. Responsiveness

5.1.1. The Technical bids submitted by Bidder shall initially be examined to establish “Responsiveness”. A Bid may be deemed “Non-Responsive” if it does not satisfy any of the following conditions.

- i) It is not received by the due date and time specified in the RFP. PSPCL does not take any responsibility for postal/ other delays in receiving the required documents by the due date and time.
- ii) It does not include sufficient information for it to be evaluated and/ or it does not comply with the specified formats.
- iii) It is not signed and / or sealed in the manner and to the extent indicated in this RFP.
- iv) It is not accompanied by the required tender/processing fee.
- v) It is not accompanied by a valid Earnest Money Deposit.
- vi) In the event of a response to this RFP by a ‘Consortium’, the response does not include a Memorandum of Understanding (MOU) / Agreement (stating the Lead Member and the equity holdings of all the parties in the consortium) prepared on a stamp paper of requisite value with the other members of the Consortium clearly indicating the relationship with the Lead Member.

5.2. Qualification Criteria for bidders

5.2.1. The Bidder shall be a pump manufacturer, or an ESCO, or a PSU/Government Agency working in the area of energy efficiency, or a consortium of ESCO(s) & pump manufacturer(s), or a consortium of pump manufacturers.

5.2.2. Bidders should have adequate technical requirement and financial capability to execute the project.

5.2.3. The Bidder should clearly specify the Lead Member in case of bidding as a Consortium. The Lead Member shall necessarily have the maximum equity participation in the Project; and this equity contribution shall necessarily be more than 51%.

5.2.4. Bidder must fulfill following minimum financial requirements:-

- i) Average annual turnover of at least INR 15 Crores over last three years and average net worth of at least INR 5 Crores in the last three financial years.
- ii) For Consortium, the Annual Turnover and Net Worth for each Member Company shall be calculated in proportion to the equity commitment made by each Member Company as per the Consortium Agreement.

- iii) Bidders shall furnish documentary evidence duly certified by chartered accountants.
- 5.2.5. If the Bid is submitted by a Bidding Consortium, the financial requirement shall be met collectively by all the Members in the Bidding Consortium. The financial requirement to be met by each Member of the Bidding Consortium shall be computed in proportion to the equity commitment made by each of them in the Project as per the Consortium Agreement (Exhibit 8), forming part of its Technical Proposal.
- 5.2.6. Bidder other than PSUs/Government agency shall have following full time employees with a minimum of two years on permanent payroll:-
- i) For ESCO (Those companies who or their subsidiary/sister/group companies have no other business except Energy services) - 25 employees.
 - ii) For Companies other than those that fall under (i) - 50 employees. In the event of bid by a consortium, this criterion is applicable for the Lead Member only.
- 5.2.7. PSUs/ Government agency working in the area of energy efficiency would qualify for bidding in this tender
- 5.2.8. Also, at a minimum, a pump manufacturer / ESCO/each member of the bidding consortium – to be supported by an undertaking:
- i) Shall not be involved in any litigation that might compromise the delivery of services required under this contract.
 - ii) Must not be black-listed by any Central or State Government or any Public Sector Undertaking in India.
 - iii) Must not be black-listed by PSPCL and BEE.

5.3. Description of Technical Bid

The purpose of the Technical Bid is to afford Bidders an opportunity to present the unique strengths and capabilities of their organization or consortium to achieve the goals of the Ag DSM project and to demonstrate their capabilities to undertake the project. The Statement of Qualifications shall consist of the following:

- 5.3.1. Company Qualifications – The purpose of this section is to enable Bidders to present their corporate bona fides and their capability to undertake this innovative project and lead it to a successful conclusion. Information provided shall include a copy of the company's Registration Statement, a description of its line(s) of business including a profile of the financial and operating highlights of each, and the years of operation in India.
- 5.3.2. Proposed Approach – This section shall present the Bidder's proposed approach, including its proposed project organization structure and team, for achieving a successful implementation of the Ag DSM pilot project. The use of innovative concepts, methodologies and/or technologies is encouraged. In the Evaluation of the Technical Bids specific points shall be awarded for proposals indicating use of pumps with star-ratings.

- 5.3.3. Proposed Changes – Here, the Bidder may suggest additions or changes to the economic and/or operating terms and conditions presented in the RFP if it believes such modifications will produce superior results. The onus will rest with the AgIA to demonstrate the validity of any proposed additions or changes if it is selected for further consideration. PSPCL shall have the sole right to accept or reject any proposed changes.

5.4. Evaluation of Technical Bids

- 5.4.1. Technical Proposals shall be evaluated based on the following points assigned to Different Technical & Financial capabilities of the Bidders.

Technical Evaluation criteria

Sl. No.	Criteria for the Bidders	Points
1	Financial capability (as per clause 5.2.4)	20
2	Organizational Profile - <u>Manpower / Staffing (as per clause 5.2.6)</u> (This criteria shall be supported in terms of Letter of evidence showing the details of full-time employees duly signed by MD/CEO/Manager of the Bidding company as per companies act)	10
3	Experience:- <u>For ESCO/PSU or Government Agency</u> Agency should have completed or have under implementation projects in Energy Efficiency worth INR 1 crore (Letter of completion or Letter of Award and client reference should be provided for the mentioned project). Marks would be awarded proportionately for Agency not meeting the above criteria <u>For Pump Manufacturers</u> Pump Manufacturers should have 100 pump models rated four star and above. Marks would be awarded proportionately for Manufacturers not meeting this criteria	20
4	Key Personal:- The Bidder company should have atleast 5 individuals on a full time basis each having experience of five years in energy efficiency or pump installation/manufacturing. Bidders having EAs/EMs on their permanent rolls would be preferred	10
5	Assured line of credit: Bidders funding the entire project through equity should submit an undertaking to that effect.	10
6	Approach and methodology: Bidder are expected to submit a detailed work plan including the man power allocation and detailed implementation schedule of the project	30

- 5.4.2. The Bids achieving a minimum cut-off of 60 Marks after evaluating all of the above parameters shall be qualified for evaluation of Financial Proposal i.e. a Minimum technical qualification criterion of 60 marks.
- 5.4.3. For evaluation of Bids submitted by Bidding Company under the criteria-1 to 7 either the strength of the Bidding Company and/or the consolidated strength of any one of its Promoters/Affiliates may be considered.
- 5.4.4. For evaluation of Bids submitted by a Bidding Consortium under the criteria- 2, 3, 4, 5 and 6 the consolidated strength of all the Members of the Consortium shall be considered.
- 5.4.5. For evaluation of Bids submitted by a Bidding Consortium under the criteria-1 the strength of the Consortium shall be considered in proportion to the equity contribution made by the member companies.
- 5.4.6. The financial bids of the technically qualified bidders shall only be opened.
- 5.4.7. Bidders shall be required to bid for “guaranteed annual energy savings (in %)” that will be achieved for different years of the project cycle. The bidders can bid different % of energy savings for different years of the project cycle.
- 5.4.8. In order to ensure even distribution of energy savings throughout the five years of this project, the percentage saving cannot be less than 31.5% for Agriculture DSM pilot project in Muktsar district. Bidding parameter for the financial bid shall therefore consist of:

Name of the Bidder					
Project					
Guaranteed annual energy savings (in %)	Year 1	Year 2	Year 3	Year 4	Year 5

- 5.4.9. The Bidder who shall propose highest % value of total guaranteed energy savings in a period of 5 years shall be the selected AgIA to execute this project. In case there is a tie between bidders on proposed total % of energy savings, then PSPCL shall decide the finalist based on their technical score (one with a higher technical score would be selected). The selected AgIA shall be invited to enter into a contract with PSPCL.
- 5.4.10. Any conditional financial proposal may be liable for rejection.
- 5.4.11. If for some reason the selected AgIA and PSPCL fail to agree on a contract, PSPCL may invite the next highest ranked Bidder for negotiations and to enter into a contract and so on until a contract is agreed.

6. INSTRUCTIONS TO BIDDERS

The following instructions must be carefully observed by all tenderers. Quotations/ tenders not strictly in accordance with these instructions will be liable to be rejected.

- 6.1. The tender must be complete in all respects. The following points should carefully be studied in order to ensure submission of a complete and comprehensive tender. Failure to comply with any of these instructions or to offer brief explanation for non-compliance is likely to render effective comparison of the tender as a whole impossible and may lead to rejection of an otherwise competitively lowest offer.
- 6.2. Tenders shall be submitted in duplicate and all copies shall be separately tagged and clearly marked as 'Original' & 'Duplicate'.
- 6.3. Telegraphic quotations will not be accepted.
- 6.4. A single financial proposal containing quotations for both the parts will **not** be accepted.
- 6.5. The tenders shall be submitted in three parts i.e. Part-I, Part-II & Part-III. Each part will be enclosed in a separate envelope duly super scribed on the envelope as under. All the three envelops will be further enclosed in a large envelope.
- 6.6. **Part-I-Earnest Money/Bid Processing fee:**
 - 6.6.1. **Bid Processing Fee**
 - i) The Bidder shall pay PSPCL a non-refundable amount of Rs 2500 [Rupees Two thousand five hundred], towards processing fee, by way of Demand Draft/ Pay Order, drawn on a Nationalized Bank, in favour of the A.O/ Cash, Punjab State Power Corporation Limited, payable at Patiala.
 - ii) The processing fee shall be placed in a separate envelope clearly marked as Processing Fee on it.
 - iii) Bids, which are not accompanied by the above processing fee, shall be rejected by PSPCL as non-responsive.
 - iv) The Bidder shall be responsible for all the costs associated with the preparation of the proposal and participation in discussions and negotiations. PSPCL shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
 - 6.6.2. **Earnest Money Deposit / Bid Security (EMD)**
 - i) Each Bidder shall submit an Earnest Money Deposit (EMD) of an amount Rs. 11.5 Lakh [Rupees Eleven Lakhs fifty thousand] in the form of a Demand Draft only drawn on a Nationalized Bank in favor of the AO/Cash Punjab State Power Corporation Limited, payable at Patiala. EMD shall be submitted at the

- time of submitting the bids.
- ii) EMD shall be placed in a separate envelope clearly marked as EMD on it and submit in hard copy prior to the dead line for submission of bids.
 - iii) Bids, which are not accompanied by the above EMD, shall be rejected by PSPCL as non-responsive.
 - iv) For unsuccessful Bidders, the EMD shall be refunded within 30 days of official written request to return the same
 - v) For successful Bidder, EMD shall be released on the payment of the Bank Guarantee / Security Deposit.
 - vi) The following shall cause the forfeiture of EMD
 - a. If the Bidder modifies/ withdraws it's Proposal except as per the provisions specified in the RFP;
 - b. If the Bidder withdraws it's proposal before the expiry of the validity period of the Proposal;
 - c. If the successful Bidder fails to sign the Agreement within 15 days of issuance of LoI by PSPCL;

6.6. Part-II-Technical bids: The second part will consist of technical proposal/s. A bidder may bid for either one or both the parts of the pilot project. In case the bidder is bidding for both the parts, separate technical proposals must be submitted for each part and should clearly indicate the project and the part for which the technical proposal/s is/are submitted. The Technical proposal/s would be evaluated according to clause 5.4. The technical proposal/s should contain

- 6.6.1. Name of the project and the part for which the proposal/s is/are submitted.
- 6.6.2. Covering letter for technical proposal as per Exhibit 1
- 6.6.3. Power of attorney in the name of the person authorized to sign the proposal
- 6.6.4. Description of the Bidding Company / Bidding Consortium as per the format specified in Exhibit 4
- 6.6.5. Letter of Acceptance as per the format specified in Exhibit 3 from all the member companies
- 6.6.6. Letter of commitment as per the format specified in Exhibit 2
- 6.6.7. Consortium Agreement as per Exhibit 8
- 6.6.8. Certificate of relationship as per Exhibit 9
- 6.6.9. Letters of assured lines of credit, issued by Nationalized/Scheduled bank.

6.7. Part-III: Commercial/Financial Bids: The third part will consist of the yearly **guaranteed** savings assured as per Exhibit 7. A bidder may bid for either one or both the parts of the pilot project. In case the bidder is bidding for both the parts, separate financial bids have to be submitted for the two parts. Financial bids would be evaluated as per clause 5.5 of the RFP.

Price bid must be submitted in separate sealed envelope/cover and the name of the project as well as the part must be clearly indicated on the envelope/cover.

6.8. Firstly the main envelope containing the bids will be opened in the presence of the bidder's

representatives who choose to be present at the prescribed time, date and address. After opening the main envelope, the envelope marked Part-I shall be opened first and if the earnest money and bid processing fee is found to be as per the requirement of the specifications, only then the envelope marked Part-II shall be opened. The bids without bid processing fee or earnest money shall be out rightly rejected.

6.9. After opening Part-II of the bids (technical/commercial), the bids will be technically & commercially evaluated by PSPCL. The third part of the bids (Price bid) shall be opened in case of only those firms whose part-II of the bids after evaluation is found to be conforming to the specifications. The price bids (Part-III) will be opened in the presence of the representative of the qualifying bidders who choose to attend.

6.10. Bank Guarantee

6.10.1. As security against project obligations, AgIA to provide a bank guarantee to PSPCL of Rs. 28,50,000/- (Rupees Twenty-eight lakhs fifty thousand only), from the Bank and in the form, as acceptable to PSPCL. The Bank Guarantee shall be submitted by the ‘Successful Bidder’ only & shall be released by the employer at the end of the project term. The bank guarantee should be submitted by the ‘Successful Bidder’ at the time of signing of the agreement between AgIA and PSPCL.

6.10.2. The following shall cause the forfeiture of the Bank Guarantee

- i) If the successful Bidder fails to executes the Agreement within the stipulated time or any extension thereof provided by PSPCL;
- ii) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.

6.11. The officer inviting tenders, contracting/purchasing agency/PSPCL (here-in-after referred to as Purchaser) reserve the right to modify the schedule of requirement, technical particulars and the specifications at any time and to place the order as a whole or in parts and to reject any or all the tenders received without assigning reasons. He will not be responsible for and will not pay for expenses or losses that may be incurred by the tenderer in the preparation of the tenders.

6.12. Quotation/Tenders should be enclosed in double covers both addressed to the Deputy C.E. (Demand Side Management), PSPCL, Patiala. Both (inner & outer) covers shall be sealed and super scribed with Tender no. as given in the Tender Notice together with the date on which the tender is due and the items of material covered.

6.13. Quotations/Tenders shall be received in the office of Deputy C.E. (Demand Side Management), PSPCL, Patiala up to specified hours on the due date given in the tender notice and shall be opened immediately thereafter in the presence of tenderers or their agents who may like to be present. In case the due date of opening tenders happens to be a holiday, tenders shall be received and opened at the same time on the next working day.

6.14. The envelope shall provide the name and address of the bidder, and shall: be addressed to the

Employer at the address designated and bear the following inscription:

“Proposal for ‘Project Title’” Name of the Bidder:

To

The Dy.C.E.(Demand Side Management)

Punjab State Power Corporation Ltd.

Shatki Sadan, Opposite Kali Devi Mandir

Patiala 147001

Fax: 0175-2207759

Phone: (P) 0175-2301538

E-Mail: se-dsm@pspcl.in

6.15. Time table and Milestones

Milestone	Date
Last date of submission of bids	21.03.2012 1300 hrs
Opening of Technical Bid Document	21.03.2012 1500 hrs
Opening of Financial Bid Opening	26.03.2012 1500Hrs

6.16. Opening of Technical Proposal

The Technical Proposal shall be opened on 21.03.2012 at 1500 Hrs, at Dy.C.E.(Demand Side Management) PSPCL, Shatki Sadan, Patiala 147001, in the presence of one representative from each Bidder.

6.17. Opening of Financial Proposal

6.17.1. Financial proposal of only technically qualified bidders shall be opened.

6.17.2. The Financial Proposal shall be opened in the presence of one representative from each of the technically qualified Bidder on 26.03.2012 at 1500 Hrs. The details regarding the Financial Proposal, as provided in the Exhibit 7 would be read out.

6.18. Validity of terms of bids

Each Proposal shall indicate that it is a firm and irrevocable offer, and shall remain valid and open for a period of not less than three months from the last date for submission of the Bids. In exceptional circumstances, PSPCL may solicit the Bidder’s consent for extension of the period of validity. A Bidder accepting PSPCL’s request for extending the period of validity shall not be permitted to modify its Proposal.

6.19. Language of the Bid

The bid and all associated documents shall be in English

6.20. Signature of Bid

The person authorized to act on behalf of the Bidder shall sign the completed Bid and all

related documentation at each page.

6.21. Other Instructions

- 6.21.1. Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Proposal non-responsive.
- 6.21.2. All communication and information should be provided in writing and in the English language only.
- 6.21.3. All the communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words.
- 6.21.4. No change in, or supplementary information to a Proposal shall be accepted after its submission. However, PSPCL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Proposal. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by PSPCL, may be a ground for rejecting the Proposal.
- 6.21.5. The Bids shall be evaluated as per the criteria as specified in this RFP. However, within the broad framework of the evaluation parameters as stated in this RFP, PSPCL reserves the right to make modifications to the stated Evaluation Criteria, which would be uniformly applied to all the Bidders.
- 6.21.6. For a Bidding Consortium, the Proposal submitted by the Consortium should contain signed letters submitted by each of the Member Companies, stating that the entire Proposal has been examined and each key element of the proposal is agreed to, as specified in Exhibit 4.
- 6.21.7. For a Bidding Consortium, no change in the membership of the consortium, in responsibilities, or in equity commitments of any Member Company shall be allowed after submission of the bids.
- 6.21.8. For a final short listed Consortium, if a change in membership pattern or responsibilities is desired, it must be communicated to PSPCL in writing for its approval. PSPCL reserves the right to reject such a request for change in the Consortium structure, which, in their opinion, adversely affects the consortium strength.
- 6.21.9. However, the Lead Member shall not be allowed to change its equity contribution in the Bidder Company/ Companies if it results in its equity holding becoming
 - Less than or equal to 51%;

- 6.21.10. A company cannot propose to be member of more than one Consortium for submission of the Bids for the Project.
- 6.21.11. The Bidder should designate one person (“Contact Person” and “Authorized Signatory”) to represent the Bidder in his dealings with PSPCL. This designated person should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder, etc.
- 6.21.12. If any claim made or information provided by the Bidder in the Proposal or any information provided by the Bidder in response to any subsequent query of PSPCL, is found to be incorrect or is a material misrepresentation of facts, then the Proposal may be liable for rejection.
- 6.21.13. The Bidder shall be responsible for all the costs associated with the preparation of the proposal. PSPCL shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
- 6.21.14. PSPCL reserves the right to reject any or all the Proposal without assigning any reasons whatsoever.

6.22. Enquiries:

Clarifications, if any, can be sought from:
The Dy.C.E.(Demand Side Management)
Punjab State Power Corporation Ltd.
Shatki Sadan, Patiala 147001
Email: se-dsm@pspcl.in
Fax: 0175-2207759
Phone: 0175-2301538

7. FORMATS FOR SUBMISSION OF BIDS

(a). Technical Proposal

The Technical Proposal to be submitted by the Bidders shall be organized in the manner specified below:

- 1 Section 1: a) Covering Letter as per the format specified in Exhibit 1
b) Demand draft for processing fee
c) Demand draft for EMD
- 2 Section 2: a) Description of the Bidding Company /Bidding Consortium as per the format specified in Exhibit 4
- 3 Section 3: a) Letters of Acceptance, as per the format specified in Exhibit 3 from all the Member Companies
b) Letter of Commitment as per the format specified in Exhibit 2
c) Consortium Agreement as per Exhibit 8
- 4 Section 4: a) Information Requirements as per the formats specified in Exhibit 5
b) Certificate of Relationship as per Exhibit 9
c) Audited Annual Reports for the last three years for all the corporate

(b). Financial Proposal

The Financial Proposal to be submitted by the Bidders shall be organized in the manner specified below:

- 1 Section 1: Covering Letter as per the format specified in Exhibit 6
- 2 Section 2: Financial Proposal as per the format specified in Exhibit 7

8. EXHIBIT 1: COVERING LETTER FOR TECHNICAL PROPOSAL

(The covering letter is to be submitted by the Bidding Company or the Lead Member of a Bidding Consortium along with the Technical Proposal. This should be on the company's letterhead.)

Date :

Place :

The Dy.C.E.(Demand Side Management)
Punjab State Power Corporation Ltd.
Shatki Sadan,
Patiala 147001
Dear Sir,

Sub: Agricultural DSM Pilot Project in Mukatsar district of Punjab

Please find enclosed our Technical Proposal in respect of the **Agricultural DSM Pilot Project in Mukatsar district of Punjab** ("Project"), in response to the Request for Proposal ("RFP") document issued by the Punjab State Power Corporation Limited, ("PSPCL") ---on_____2011.

We hereby confirm the following:

1. This Technical Proposal is being submitted by [Insertname of the Bidder _____] in accordance with the conditions stipulated in this RFP.
2. We have examined in detail and have understood and agree to abide by all the terms and conditions stipulated in the RFP issued by PSPCL and in any subsequent communication sent by PSPCL. Our Technical Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from PSPCL.

We [Insert "desire" / "do not desire" as the case may be] to get credited for the financial strength of our Promoter(s)or Affiliate(s).

[Insert the following para if applicable]

Our Technical Proposal includes the Letter(s) of Commitment in the format specified in RFP from [Insert name of the corporate entities that are Promoter(s) /Affiliate(s)], who is/are the Promoter(s) /Affiliate(s) as per the conditions stipulated in the RFP, of(Insert name(s) of the Bidding Company / respective Member Companies).

4. Our Technical Proposal includes Letters of Acceptance, consistent with the format as specified in the RFP, from all the Member Companies. (Required only in case of a Bidding Consortium)
5. The information submitted in our Technical Proposal is complete, is strictly as per the requirements as stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Technical Proposal.

- 6. We as the Bidding Company/ Lead Member, designate Mr./Ms. (mention name, designation, contact address, phone no., fax no. etc) as our representative who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder, etc. in respect of the Project.

Signature of Chief Executive Officer / Managing Director

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:

1. Managing Director/ Chief Executive Officer, being a full time director in the Board of the Bidding Company/ Member of a Consortium

For and on behalf of :

Signature : (Authorized Signatory):

Name of the Person :

Designation :

9. EXHIBIT 2: LETTER OF COMMITMENT

(The letter of Commitment to be submitted, along with the Technical Proposal, shall be from the Promoter(s) or Affiliate(s), if any, the strengths of which are desired to be considered for the purpose of evaluation of the Technical Proposal- On the Letterhead of Promoter/Affiliate)

Date :

Place :

The Dy.C.E.(Demand Side Management)
Punjab State Power Corporation Ltd.
Shatki Sadan,
Patiala 147001

Dear Sir,

Sub: Agricultural DSM Pilot Project in Mukatsar district of Punjab

This has reference to the Technical Proposal being submitted by

.....
(name of the Bidding Company/Member Company of the Consortium), in respect of **Agricultural DSM Pilot Project in Mukatsar district of Punjab** (“Project”), in response to the Request for Proposal (“RFP”) document issued by the Punjab State Power Corporation (“PSPCL”), on 2011.

We hereby confirm the following:

1. We _____ (name of Promoter(s)/Affiliate(s)), have examined in detail and have understood and satisfied ourselves regarding the contents mainly in respect of the following :
 - The Request for Proposal document issued by PSPCL;
 - All subsequent communications between PSPCL and the Bidder, represented by (name of the Bidding Company or of the Lead Member in case of a Bidding Consortium);
 - The Technical Proposal being submitted by _____ (name of the Bidding Company or of the Lead Member in case of a Bidding Consortium).
2. We undertake to support(name of the Bidding Company / Member Company, for which the Letter of Commitment is being furnished) as detailed in the Technical Proposal being submitted by (name of the Bidding Company or of the Lead Member in case of a Bidding Consortium).
3. We therefore request PSPCL to consider our strengths, our experience, and our track record as specified in the Proposal pursuant to the conditions specified in the RFP, for the purposes

of evaluation of the Technical Proposal.

- 4. We have also noted the amount of the equity investment required to be made in the Project by the [Insert the name of the Bidding Company/Member Company in the Consortium].
- 5. In view of the above, we hereby commit to you and confirm that in the event of failure of [Insert the name of Bidding Company/Member Company in the Consortium] to invest in full or in part in the equity share capital of the Project, we shall invest the said amount not invested by [Insert the name of Bidding Company/Member Company in the Consortium].

Signature of Chief Executive Officer / Managing Director

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.....

10. EXHIBIT 3: LETTER OF ACCEPTANCE

(The letters of Acceptance are to be submitted by the Member Companies of the Bidding Consortium- On the letterhead of the respective Member Companies).

Date :

Place :

To,

The Dy.C.E.(Demand Side Management)
Punjab State Power Corporation Ltd.
Shatki Sadan,
Patiala 147001

Dear Sir,

Sub: Agricultural DSM Pilot Project in Mukatsar district of Punjab

This has reference to the Technical Proposal being submitted by _____
(mention the Lead Member of the Bidding Consortium), as Lead Member of the
Bidding Consortium comprising _____
(mention name(s) of the Member Companies) in respect of the **Agricultural DSM Pilot Project in Mukatsar district** of Punjab, India (“Project”), in response to the Request for Proposal (“RFP”) issued by the Punjab State Power Corporation Limited (“PSPCL”) on _____, 2011.

We hereby confirm the following:

1. We _____ (name of the Member Company furnishing the Letter of Acceptance), have examined in detail and have understood and satisfied ourselves regarding the contents mainly in respect of the following :
 - The RFP document issued by PSPCL;
 - All subsequent communications between PSPCL and the Bidder, represented by (Mention name of the Lead Member); and
 - The Technical Proposal being submitted by _____
(name of the Lead Member)
2. We authorise(name of the Lead Member), as the Lead Member and authorise the same to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the consortium etc, in respect of this Project.

3. We therefore request PSPCL to consider our strengths, our experience, and our track record as specified in the Technical Proposal pursuant to the conditions specified in the RFP for the purposes of evaluation of the Proposal.

For and on behalf of _____ :

Signature _____ :

(Authorised Signatory)

Name of the Person _____ :

Designation

11. EXHIBIT 4: Description of the Bidding Company / Bidding Consortium

Name of the Bidding Company / Bidding Consortium:

Name of the Lead Member:

Sr. No.	Name of the Member Company	Proposed % Equity Participation	Role Envisaged

12. EXHIBIT 5: INFORMATION REQUIREMENT FOR TECHNICAL PROPOSAL

- a) This section specifies information to be provided in respect of all the relevant corporate entities as stated by the Bidder; and only such entities would be considered for evaluation.
- b) Bidders should attach the Audited Annual Reports for the last three years of all the corporate entities which would be evaluated under Financial Capability and Experience and Track record in accordance with the information submitted by the Bidder.

FINANCIAL CAPABILITY

Under this head, either the consolidated financial strength of the Bidding Company / Member Company or the consolidated financial strength of any one of the Promoter(s)/Affiliate(s) of the Bidding Company / Member Company would be considered.

1. Annual Turnover

Under this head, the annual turnover (i.e. Sales from core activity) in the year 2007-08, 2008-09 and 2009-10 of the Bidding Company or the consolidated financial strength of any one of the Promoter(s) of the Bidding Company would be considered. In case of consortium, the financial strength of the Member Company in proportion to the equity commitment would be considered. In the following tables, the corporate entity that is to be considered for evaluation of Financial Capability should be mentioned clearly.

[Insert Table A for Bidder being a Bidding Company]

Particulars of the Company	Name of the Company to be considered for Evaluation of Financial Capability	Annual turnover (Rs. Crores) 2007-08	Annual turnover (Rs. Crores) 2008-09	Annual turnover (Rs. Crores) 2009-10
Bidding Company /				
Promoter/Affiliate of the Bidding Company				

[Insert Table B for Bidder being a Bidding Consortium]

Name of Member Company	Equity commitment in the Project (%) as per Consortium Agreement	Annual Turnover of Member Company (Rs.Crore)	Annual Turnover Requirement to be met by the Member in proportion to the equity commitment (Rs.Crore) (Total Turnover requirement * % at Column no. 2)	Whether the Member meets the Turnover Requirement	Whether Promoter/Affiliate being used to meet the Turnover requirement? Insert Yes/No. If Yes, Name of the Promoter/Affiliate.	Relationship with Member Company with the Promoter/Affiliate and Turnover of Promoter/Affiliate.
(1)	(2)	(3)	(4)	(5)		
1				Yes/No		
2				Yes/No		
..				Yes/No		
Total Turnover						

1. Evaluation of Net Worth

= Equity share capital

Add: Reserves

Subtract: Revaluation Reserves

Subtract: Intangible Assets

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

Under this head, the financial net worth for any of the last three financial years of the Bidding Company or the consolidated financial strength of any one of the Promoter(s)/Affiliate(s) of the Bidding Company/Member Company would be considered. In the following table, the corporate entity that is to be considered for evaluation of Financial Capability should be mentioned clearly.

[Insert Table A for Bidder being a Bidding Company]

Table A

Particulars of the company	Name of the Company to be considered for Evaluation of Financial Capability	Networth as on March 31, 2010 (Rs. Crores)	Networth as on March 31, 2009	Networth as on March 31, 2008
Bidding Company				
Promoter/Affiliate of the Bidding Company				

[Insert Table B for Bidder being a Bidding Consortium]

Table B

Name of Member Company	Equity commitment in the Project (%) as per Consortium Agreement	Networth of Member Company (Rs.Crore)	Networth Requirement to be met by the Member in proportion to the equity commitment (Rs.Crore) (Total Networth requirement * % at Column no. 2)	Whether the Member meets the Networth Requirement	Whether Promoter/Affiliate being used to meet the Networth requirement? Insert Yes/No. If Yes, Name of the Promoter/Affiliate.	Relationship with Member Company with the Promoter/Affiliate and Networth of Promoter/Affiliate.
(1)	(2)	(3)	(4)	(5)		
1				Yes/No		
2				Yes/No		
..				Yes/No		
Total Networth						

2. Experience in employee handling

The Bidder should have a minimum two years of experience in employing and managing a workforce as specified in Clause 5.2.6. Letter of evidence showing the details of full-time employees duly signed by MD/CEO/Manager of the Bidding company as per companies act.

Particulars of the company	Number of employees as on March 31, 2009	Number of employees as on March 31, 2010
Name of Lead Member in a Consortium/Name of Pump Manufacturer		

3. Proposal of Key Personnel

The Bidding Company/Lead Member should have at least five individuals on a full time basis each having experience of more than 5 years in power sector.

Particulars of the company	Number of individuals on a full time basis each having experience of more than 5 years in power sector as on March 31, 2010
Names of the Bidding Company/Lead Member of Consortium	

(Details of personnel employed/proposed to be employed with bio-data/ curriculum vitae (limited to 2 pages) highlighting distribution experience, and consent to work with Bidder on fulltime basis in case of award. The bio-data should be jointly signed by the person concerned and the Bidder. In case of proposed employees, the biodata should be accompanied by a commitment from the person and the Bidder stating agreement to be associated on full-time basis in case of award.).

4. Assured line of credit

Letter of ASSURED LINE OF CREDIT

(To be submitted by a Reputed Bank on the Bank's Letterhead)

Date: *(Insert Date)*

To: Punjab State Power Corporation Limited
Represented by
The Dy.C.E.(Demand Side Management)
Punjab State Power Corporation Ltd.
Shatki Sadan,
Patiala 147001, India

Subject: Letter of Assurance for Providing a Revolving Line of Credit for Agricultural DSM Pilot Project in Mukatsar district of Punjab

Dear Sir,

WHEREAS _____ [*name and address of Bidder*] (hereinafter called the **Bidder**) intends to submit a Bid ----- (Bid package no:) in response to the Request for Proposal issued by the Punjab State Power Corporation Limited(PSPCL) (hereinafter called the **Employer**) on _____, 2011;

The scope of work includes dismantling the existing pump sets, procurement of Energy efficient Pump Sets, installation, maintenance and repair/replacement. The bidder shall also be responsible for financing, implementing and operating this pilot Project that will replace 2186 pump sets in target feeders, as identified by PSPCL and measure savings to quantify the benefit of the program.

WHEREAS the Bidder has requested that an assured revolving line of credit be provided to it for executing the works in the event that it is determined to be qualified to undertake the Works and is subsequently determined to be eligible for award of contract; then

KNOW ALL THESE PEOPLE by these presents that We _____ [name of Bank] of _____ [name of Country] having our registered office at _____ [address of registered office] are willing to provide to _____ (the Bidder) a sum of up to Rs. _____ (Rupees _____ only) as an assured revolving line of credit for executing the Works under the '**Agricultural DSM Pilot Project in Mukatsar district of Punjab**' should the Bidder be selected for award of contract based on its tendered prices. This assured line of credit will be in addition to any existing lines of credit which the Bidder has with our Bank, and will not be transferable to any other project that the Bidder may have.

We understand that this assurance may be taken into consideration by the Employer during evaluation of the Bidder's financial capabilities, and further assure that we intend to maintain this revolving line of credit until such time as the Works are completed and taken over by the Employer.

SEALED with the Common Seal of the said Bank on the ____ day of _____, 2011.

Date: _____ Signature of the Bank: _____

Witness: _____ Seal: _____

[*Signature, name and address*]

- 5. No. of BEE star labeled pump manufactured**
- 6. CVs of Team Leader and No. of certified energy auditors with their CVs and registration number**
- 7. Approach and methodology**

13. EXHIBIT 6: COVERING LETTER FOR FINANCIAL PROPOSAL

(This covering letter for Financial Proposal is to be submitted by the Bidding Company or the Lead Member of a Bidding Consortium along with the Financial Proposal.)

Date :

Place :

The Dy.C.E.(Demand Side Management)
Punjab State Power Corporation Ltd.
Shatki Sadan,
Patiala 147001

Dear Sir,

Sub: Agricultural DSM Pilot Project in Mukatsar district of Punjab

Please find enclosed our Financial Proposal in respect of **Agricultural DSM Pilot Project in Mukatsar district of Punjab** (“Project”), in response to the Request for Proposal (“RFP”) document issued by the Punjab State Power Corporation Limited, (“PSPCL”) on 2011.

We hereby confirm the following:

1. The Proposal is being submitted by(name of the Bidder) in accordance with the conditions stipulated in the RFP.
2. We have examined in detail and have understood, and abide by; all the terms and conditions stipulated in the RFP document issued by PSPCL and in any subsequent communication sent by PSPCL.
3. Our Financial Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from PSPCL.
4. We would be solely responsible for any errors or omissions in our Financial Proposal.

For and on behalf of :

Signature :

(Authorised Signatory) :

Name of the Person :

Designation :

14. EXHIBIT 7: FORMAT FOR FINANCIAL PROPOSAL

Name of the Bidder					
Name of the part					
Guaranteed annual energy savings (in %)	Year 1	Year 2	Year 3	Year 4	Year 5

For and on behalf of :

Signature :

(Authorised Signatory) :

Name of the Person :

Designation:

15. EXHIBIT 8: FORMAT FOR CONSORTIUM AGREEMENT

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution, duly signed on each page.)

FORM OF CONSORTIUM AGREEMENT BETWEEN

M/S....., M/S.....,
M/S..... AND M/S.....
FOR (.....)

THIS Consortium Agreement (hereinafter referred to as “Agreement”) executed on this..... day ofTwo thousand..... between M/s..... a company incorporated under the laws of and having its Registered Office at (hereinafter called the "**Party 1**", which expression shall include its successors, executors and permitted assigns), M/s..... a company incorporated under the laws of and having its Registered Office at (hereinafter called the "**Party 2**", which expression shall include its successors, executors and permitted assigns) and M/s..... a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "**Party n**", which expression shall include its successors, executors and permitted assigns) [The Bidding Consortium should list the name, address of its registered office and other details of all the Consortium Members] for the purpose of submitting the Bid in response to the RFP and in the event of selection as Successful Bidder to comply with the requirements as specified in the RFP and ensure execution of the RFP Package as may be required to be entered into with PSPCL.

Party 1, Party 2, and Party n are hereinafter collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS, PSPCL had invited Bids, vide RFP dated [Insert date] issued to..... [Insert the name of purchaser of RFP]

AND WHEREAS Clause 5.2.5 of the RFP stipulates that the Bidders qualifying on the strength of a Bidding Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the RFP, whereby the Member Companies undertake to be liable for their respective equity investment commitment and undertake to submit the Security Deposit as required as per the provisions of the RFP, as specified herein.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the parties in this Consortium do hereby mutually agree as follows:

1. In consideration of the selection of the Consortium as the selected Bidder by PSPCL, we the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s..... (Insert name of the Lead Member), shall act as the Lead Member as defined in the RFP 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. The Lead Member is hereby authorized by the Member Companies and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members.
3. 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 Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
4. The percentage of equity holding of each Member of the Consortium in the Project shall be/is as follows:

Name	Percentage of equity holding in the Project
Party 1
....
Party n
Total	100%

[Note: The percentage equity holding for any Consortium Member cannot be zero in the above table. Lead Member's percentage equity holding cannot be less than 51%.]

5. In case of any breach of any of the equity investment commitment as specified under clause 4 above by any of the Member Companies, the Lead Member shall be liable to meet the equity obligation.
6. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

7. 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.
8. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Patiala alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
9. It is hereby agreed that the Lead Member shall furnish the Earnest Money Deposit, as stipulated in the RFP, on behalf of the Consortium.
10. It is hereby agreed that in case of selection of Bidding Consortium as the selected Bidder, the Parties to this Consortium Agreement do hereby agree that they shall furnish the Security Deposit on behalf of the AGIA in favor of PSPCL, as stipulated in the agreement to be signed between the AGIA and PSPCL. The Lead Member shall be responsible for ensuring the submission of the Security Deposit on behalf of all the Member Companies.
11. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the selected Bidder, shall remain valid over the term of the agreement to be signed between the AGIA and PSPCL, unless expressly agreed to the contrary by PSPCL.
12. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RFP for the purposes of the Bid.
13. It is clearly agreed that the Lead Member shall ensure performance under the agreements and if one or more Consortium Members fail to perform its /their respective obligations under the agreement(s), the same shall be deemed to be a default by all the Consortium Members.
14. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of the PSPCL.

This Consortium 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 Procurer(s):

IN WITNESS WHEREOF, the Parties to the Consortium Agreement have, through their authorized representatives, executed these presents and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

Common Seal of For and on behalf of
has been affixed in my/our Consortium Member (party 1)
presence pursuant to the M/s.....
Board of Director's resolution
dated

.....
(Signature) (Signature of authorized
representative)

Name:

Name:

Designation:.....

Designation:

Place:

Date:

Witness¹:

1.

(Signature)

Name

Designation.....

2.

india@123

(Signature)

Name

Designation.....

Common Seal of For and on behalf of
has been affixed in my/our Consortium Member (Party n)
presence pursuant to the M/s.....
Board of Director's
resolution dated

¹ Separate witness for each Consortium Member should fill in the details.

.....
(Signature)

Name:
Designation:
Place:
Date:

.....
(Signature of authorized
representative)

Name:
Designation:

WITNESS ¹

1.
(Signature)

Name

Designation.....

2.
(Signature)

Name

Designation.....

Attested:

.....
(Signature)
(Notary Public)

Place:
Date:

16. EXHIBIT 9: FORMAT FOR CERTIFICATE OF RELATIONSHIP

(Certificate of Relationship of Promoter/Affiliate with the Bidding Company or with the Member Company, including the Lead Member)

To,
 The Dy.C.E.(Demand Side Management)
 Punjab State Power Corporation Ltd.
 Shatki Sadan,
 Patiala 147001, India
 Dear Sir,

Sub: Agricultural DSM Pilot Project in Punjab

We hereby certify that M/s....., M/s....., M/s are the Affiliate(s) / Promoter(s) of the Bidding Company/Member of the Bidding Consortium as per the definition of Affiliate/Promoter as provided in this RFP and based on details of equity holding as on seven (7) days prior to the Bid Deadline.

The details of equity holding of the Bidding Company/Member of the Consortium in the Affiliate/Promoter or vice versa as on seven (7) days prior to the Bid Deadline are given as below:

Name of Bidding Company / Member of Bidding Consortium	Name of the Affiliate of the Bidding Company / Member of the Bidding Consortium*	Name of the Parent Company of the Bidding Company / Member of Bidding Consortium	Name of the company having common control on the Affiliate and the Bidding Company / Member of Bidding Consortium

.....
 (Insert Name and Signature of Statutory Auditor of the Bidder or practicing Company Secretary)