

Request for Proposal

For

**Selection of Developer(s) for Setting of Grid
Connect Solar PV Power Projects upto 30 MW
Aggregate Capacity**

For

**Procurement of Power on Long Term Basis by
Uttarakhand Power Corporation Limited (UPCL)**

Through

**Tariff Based Competitive Bidding Process
Under Type-I Project of
“Uttarakhand Solar Power Policy-2013”**

**RfP No.: 01/UREDA/Grid connect/RfP/2014-15
dated: 20/08/2014**

Issued By:

**Uttarakhand Renewable Energy Development Agency, (UREDA)
(Department of Renewable Source of Energy, Govt. of Uttarakhand)
Urja Park Campus, Industrial Area, Patel Nagar, Dehradun 248001
Tel.No. 0135-2521553, 2521387, Fax: 0135-2521386,
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Issued By:

Director,
Uttarakhand Renewable Energy Development Agency (UREDA)
Urja Park Campus, Industrial Area, Patel Nagar, Dehradun 248001
Tel.No. 0135-2521553, 2521387, Fax: 0135-2521386,
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Request for Proposal (hereinafter referred to as RFP) for procurement of power from 30 MW installed capacity Grid Connect Solar PV Power Projects through Tariff Based Competitive Bidding Process under Type-I of "Solar Power Policy 2013 of the State of Uttarakhand".
On behalf of Uttarakhand Power Corporation Ltd. (UPCL), Dehradun – a Company incorporated in India and registered under the Companies Act, 1956.

This RfP Document along with Annexure is issued to:

M/s. _____

NOTES:

1. This document is not transferable.
2. Though adequate care has been taken while preparing the RfP Project Document, the Bidder shall satisfy himself 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 within ten days from the date of issue of the bid documents, it shall be considered that the bid document complete in all respects has been received by the Bidder.
3. Uttarakhand Renewable Energy Development Agency (UREDA) may modify, amend or supplement this RfP Document including PPA.

Correspondence at:

To

Address:

Director,
Uttarakhand Renewable Energy Development Agency
Urja Park Campus, Industrial Area, Patel Nagar, Dehradun 248001
Tel.No. 0135-2521553, 2521387, Fax: 0135-2521386,
Website:<http://ureda.uk.gov.in> E-mail: spv.uredahq@gmail.com

DISCLAIMER

1. This Request for Proposal (RfP) document is not an agreement or offer by UREDA to the prospective Bidders or any other party. The purpose of this RfP is to provide interested parties with information to assist the formulation of their Bid. This RfP is based on material and information available in public domain.
2. This RfP, along with its Formats, is not transferable. The RfP and the information contained therein are to be used only by the person to whom it is issued. Save and except as provided in Clause 1.3 of the RfP, it shall not be copied or distributed by the recipient to third parties. In the event that the recipient does not continue with its involvement in the bidding process in accordance with this RfP, this RfP must be kept confidential.
3. While this RfP has been prepared in good faith, neither UREDA nor its employees or consultants make any representation or warranty express or implied as to the accuracy, reliability or completeness of the information contained in this RfP.
4. Neither UREDA Representative, its employees nor its consultants will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RfP, any matter deemed to form part of this RfP, the award for supply of power, the information supplied by or on behalf of UREDA or its employees, any consultants or otherwise arising in any way from the selection process for the said supply of power.

INDEX

DEFINITIONS.....	6
SECTION 1: INTRODUCTION.....	12
1.1. Objective	1213
1.2. Tariff	13
1.3. Issue of RfP	13
1.4. Receipt and Opening of Bid	13
1.5. Correspondence for enquiries and clarifications	14
SECTION 2: INFORMATION AND INSTRUCTION TO BIDDERS	16
2.1. Total Capacity Offered.....	16
2.2. RfP document for Solar PV Power Projects	16
2.3. Capacity of each Project.....	16
2.4. Minimum CUF Limits	16
2.5. Supply of Power to UPCL	16
2.6. Tariff for Supply of Power	16
2.7. Grid Connectivity	17
2.8. Obtaining RfP document, Processing Fees	17
2.9. Number of Response to RfP by a Company	18
2.10. Qualification Requirements.....	18
2.10.1. Financial Criteria.....	18
2.10.2. Technical Criteria.....	20
2.10.3. Consents, Clearances and Permits.....	21
2.11. Submission of Bid by the Bidder	22
2.11.1. Bid Formats / Documentary Evidence.....	22
2.11.2. Bid submitted by a Bidding Consortium	23
2.12. Point of contact in case of Bidding Consortium	24
2.13. Bid submitted by a Bidding Company	24
2.14. Clarifications and Pre-bid Meeting	24
2.15. RfP Document and attachments	25
2.16. Incorporation of a Project Company.....	25
2.17. Cancellation of the Letter of Intent	26
2.18. Bid Bond.....	26
2.19. Contract Performance Guarantee (CPG).....	27
2.20. Bank Guarantees.....	27
2.21. Amendment of RFP	28
2.22. Bidding Process.....	28
2.23. The Bidder should note that.....	30
2.24. Bidder to inform itself fully.....	31
2.25. Minimum Equity holding/Equity Lock-In	32
2.26. Due Dates	33

2.27. Financial Closure.....	34
2.28. Commissioning / Schedule Delivery Date	35
2.29. Validity of the Bid.....	35
2.30. Method of Submission	35
2.31. Preparation Cost.....	37
2.32. Opening of Bids.....	37
2.33. Right to withdraw the RfP and to reject any Bid	38
2.34. Confidentiality	38
SECTION 3: EVALUATION CRITERIA.....	40
3.1 Bid Evaluation	40
SECTION 4: FORMATS FOR BID SUBMISSION.....	44
Format 4.1: Covering Letter.....	45
Format 4.2: Power of Attorney.....	49
Format 4.3: Consortium Agreement.....	51
Format 4.4 (A): Qualification Requirement – Financial.....	56
Format 4.4 (B): Qualification Requirement – Technical.....	59
Format 4.4 (C): Qualification Requirement – Consents, Clearances and Permits	61
Format 4.5: Board Resolution.....	63
Format 4.6: Bid Bond.....	65
Format 4.7: Financial Bid.....	68
Format 4.8: Disclosure	70
Format 4.9: Contract Performance Guarantee.....	71
Format 4.10: List of Banks.....	74
Format 4.11: Check list of various enclosures.....	75
Format 4.12: Power Purchase Agreement.....	76
Annexure A	140

Section 1

Definitions

DEFINITIONS

Any capitalized term, used but not defined in this RfP, shall have the meaning ascribed to such term in the RfP Documents, or the Bidding Guidelines, in that order. In absence of availability of definitions in the foregoing references, the capitalized terms shall be interpreted in accordance with the Electricity Act 2003, the CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2012, UERC (Tariff and Other Terms for Supply of Electricity from Renewable Energy Sources and non-fossil fuel based Co-generating Stations) Regulations, 2013, Grid Code or any other relevant electricity law, rule or regulation prevalent in India, as amended or re-enacted from time to time, in that order.

The following terms are defined for use in this RfP:

“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 (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.

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

“Average Pooled Purchased Cost (APPC)” shall mean the weighted average pooled price at which the distribution licensee has purchased the electricity including the cost of self generation, if any, in the previous year from all the energy suppliers long-term and short-term, but excluding those based on renewable energy sources, as the case may be.

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

“Bidder” shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Consortium/ Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require”;

“Bidding Company” shall mean all registered companies, firms, institutions, societies, central and state govt. power generation companies and public/private sector solar power project developers that has submitted the Bid in accordance with the provisions of this RfP;

“Bidding Consortium” or “Consortium” shall refer to a group of companies that has collectively submitted the Bid in accordance with the provisions of this RfP;

“**Bid Bond**” shall mean the unconditional and irrevocable bank guarantee to be submitted along with the Bid by the Bidder under Clause 2.18 of this RfP, as per the prescribed Format 4.6;

“**Bid Deadline**” shall mean the last date and time for submission of Bid in response to this RfP as specified in Clause 2.26 of this RfP;

“**Capacity Utilisation Factor**” or “**CUF**” shall mean the total energy sent out during the period expressed as a percentage of installed capacity reduced by the normative auxiliary consumption in that period and shall have the same meaning as provided in UERC (Tariff and Other Terms for Supply of Electricity from Renewable Energy Sources and non-fossil fuel based Co-generating Stations) Regulations, 2013 as amended from time to time.

$$\text{CUF} = \frac{\text{ESO} \times 10^7}{\text{IC} \times (100 - \text{AUX}) \times \text{H}} \%$$

Where,

ESO- Energy Sent Out Ex-bus, i.e. at interconnection point, in MU during the period,

IC- Installed capacity in MW,

AUX - % Normative Auxiliary Consumption (viz. 8.5 for Co-generation).

H – Number of hours in the period

“**CERC**” shall mean the Central Electricity Regulatory Commission of India constituted under sub – section (1) of Section-76 of the Electricity Act, 2003 or its successors;

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

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

“**Contract Performance Guarantee (CPG)**” shall have the meaning as per Clause 2.19 of this RfP;

“**Contract Year**” shall mean the period beginning on the Scheduled Delivery Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that the last Contract Year shall end on the last day of the term of the PPA;

“**CTU**” or “**Central Transmission Utility**” shall mean the utility notified by the Central Government under Section-38 of the Electricity Act 2003;

“Effective Date” shall mean the date from which the PPA becomes effective;

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

“Feed in Substation” shall be the substation of Transco / Discom.

“Financial Bid” shall mean Envelope II of the Bid, containing the Bidder’s Quoted Tariff as per the Format 4.7 of this RFP;

“Grid Code” / “IEGC” or “State Grid Code” shall mean the Grid Code specified by the Central Commission under clause (h) of sub-section (1) of Section 79 of the Electricity Act and/or the State Grid Code as specified by the concerned State Commission referred under clause (h) of sub-section (1) of Section 86 of the Electricity Act, as applicable;

“Infrastructure Projects” shall be as defined by The Planning Commission of India shall include the following kind of projects:

- i) Electricity (including generation, transmission and distribution) and R&M of power stations,
- ii) Non-Conventional Energy (as defined by Ministry of New & Renewable Energy),
- iii) Water supply and sanitation (including solid waste management, drainage and sewerage) and street lighting
- iv) Telecommunications,
- v) Roads & bridges,
- vi) Ports,
- vii) Inland waterways,
- viii) Airports,
- ix) Railways (including rolling stock and mass transit system),
- x) Irrigation (including watershed development),
- xi) Storage,
- xii) Oil and gas pipeline networks.

“Interconnection Point” shall mean interface point of renewable energy generating facility with the transmission system or distribution system which shall be line isolator on outgoing feeder on HV side of generator transformer.

“Law” shall have the same meaning as ascribed thereto in the PPA;

“Lead Member of the Bidding Consortium” or “Lead Member” shall mean the Member which commits at least 51% equity stake in the Project Company and so designated by other Member(s) of the Bidding Consortium in accordance with the Consortium Agreement specified in Format 4.3 of this RfP;

“Letter of Intent” or “LOI” shall mean the letter to be issued by UREDA/UPCL to the Successful Bidder(s) for supply of power pursuant to Clause 3.1.4 of the RFP;

“Member of a Bidding Consortium” or “Member” or “Consortium Member” shall mean each company in the Bidding Consortium which has executed the Consortium Agreement as provided in Format 4.3 of this RfP;

“Minimum Bid Capacity” shall mean the minimum capacity in KW/MW specified by UREDA in Clause 2.3, for which the Bidder is required to submit its Bid;

“Non-Financial Bid” shall mean Envelope I of the Bid containing the documents as specified in Clause 2.22.1 of the RfP;

“Parent Company” shall mean a company that holds at least twenty six percent (26%) of the paid - up equity capital directly in the Bidding Company or in the Member of a Bidding Consortium, as the case may be;

“PPA” shall mean the agreement to be entered into between UPCL and the Seller pursuant to which the Seller shall supply power to UPCL as per the terms and conditions specified therein and a draft of which is attached hereto and marked as Enclosure 1 of Format 4.10 of this RfP, including all its schedules, annexures, and all amendments or modifications;

“UPCL” shall mean Uttarakhand Power Corporation Ltd. (UPCL), Dehradun – a Company incorporated in India and registered under the Companies Act, 1956.

“Project Company” shall mean the company, incorporated by the Bidder as per Indian laws, in accordance with Clause 2.16;

“Qualification Requirements” shall mean the qualification requirements as set forth in Clause 2.10 of this RfP;

“Qualified Bidder(s)” shall mean the Bidder(s) who, after evaluation of their Non-Financial Bid as per Clauses 3.1.1 and 3.1.2, stand qualified for opening and evaluation of their Financial Bid;

“Quoted Tariff” shall mean the Quoted Energy Charges, as applicable, quoted by the Bidder as per the prescribed Format 4.7 and shall be construed to be at the Interconnection Point as mentioned in its Bid;

“Requisitioned Capacity” means the total aggregate power of 30 MW proposed to be contracted by UPCL with the Successful Bidder(s) through this bidding process for supply at the Interconnection Point for the term of the PPA as per the terms and conditions specified therein;

‘Regulations’ means the Uttarakhand Electricity Regulatory Commission (Tariff and Other Terms for Supply of Electricity from Renewable Energy Sources and non-fossil fuel based co-generating stations) Regulations, 2013 as amended from time to time.

“RfP” shall mean this Request for Proposal dated 22/02/14 along with all formats and RfP

Documents attached hereto and shall include any modifications, amendments alterations or clarifications thereto;

“**RfP Documents**” shall mean the following documents to be entered into by the parties to the respective agreements in connection with the supply of power:

- a) PPA;
- b) All formats which form part of RfP; and
- c) Any other agreements designated as such, from time to time by UREDA/UPCL.

“**Scheduled Delivery Date**” shall mean the Date on which the Seller is required to start delivering the power at the Interconnection Point as per the terms and conditions of the PPA;

“**Seller**” shall mean the Successful Bidder/or the Project Company, as the case may be who submit the Contract Performance Guarantee and executes the PPA and other RfP Documents with UREDA and who shall be responsible for supplying power to UPCL at the Interconnection Point for the term of the PPA as per the terms and conditions specified therein;

“**SERC**” shall mean the State Electricity Regulatory Commission of any state in India constituted under Section-82 of the Electricity Act, 2003 or its successors, and includes a Joint Commission constituted under sub-section (1) of Section 83 of the Electricity Act 2003;

“**Levelling Tariff**” refers to the average fixed tariff over the entire term of the PPA, the bidder has to quote levelling tariff as per the prescribed Format 4.7

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

“**STU**” or “**State Transmission Utility**” shall mean the board or the government company specified as such by the State Government under sub-section (1) of Section 39 of the Act;

“**Successful Bidder(s)**” shall mean the Bidder(s) selected by UREDA pursuant to this RfP for supply of power by itself or through the Project Company as per the terms of the RfP Documents, and to whom a Letter of Intent has been issued;

“**Type-I Project**” shall mean “Projects selected as per the competitive bidding process for selling power to Uttarakhand Discom for meeting their RPO Obligation as specified by UERC from time to time under Solar Power Policy”.

“**Ultimate Parent Company**” shall mean a company which directly or indirectly owns at least twenty six percent (26%) paid up equity capital in the Bidding Company or Member of a Consortium, (as the case may be) and/or in the Financially Evaluated Entity and such Bidding Company or Member of a Consortium, (as the case may be) and/or the Financially Evaluated Entity shall be under the direct control or indirectly under the common control of such company;

SECTION 2

INTRODUCTION

SECTION 1: INTRODUCTION

1.1. Objective

- 1.1.1. Uttarakhand Renewable Energy Development Agency, hereinafter referred to as “UREDA”, on behalf of Uttarakhand Power Corporation Limited, hereinafter referred to as “UPCL” hereby invites interested companies and/or Bidding Consortium and or any Consortium Member thereof (“Bidders”) under Type-I of Uttarakhand Solar Power Policy-2013 to purchase the Request of Proposal (RfP) to participate in the bidding process for selection of Successful Bidder(s) for setting up of total 30 MW Grid Connect Solar PV Power Projects through Tariff Based Competitive Bidding Process as per section-63 of the Electricity Act, 2003 and as amended from time to time. The responsibility of the Successful Bidder(s) shall be to supply power to UPCL as per the terms and conditions of the RfP Documents and PPA.
- 1.1.2. UREDA will support setting up of aggregate capacity 30 MW Grid connected Solar PV Power Projects if established in Uttarakhand for the direct sale of power to UPCL. UREDA on behalf of UPCL, will select solar power producer for setting up of different capacities of solar power plants (in multiples 100 KW), upto aggregate capacity of 30 MW.
- 1.1.3. The total aggregate capacity of Solar PV Projects to be allocated to a Company (including its Parent, Affiliate or Ultimate Parent or any Group Company) shall be limited to 30 MW.
- 1.1.4. UREDA on behalf of Uttarakhand Power Corporation Ltd. (UPCL), Dehradun – a Company incorporated in India and registered under the Companies Act, 1956 will select the Solar PV Power Project Developers, and UPCL will sign the Power Purchase Agreement (PPA) with the Successful Bidder.
- 1.1.5. As per the Bidding Guidelines, the Successful Bidder(s) shall enter into a Power Purchase Agreement (PPA) as detailed out in the Model PPA forming part of this document. The Successful Bidder(s) shall be responsible for ensuring that the Seller undertakes development, finance, ownership, design, engineering, procurement, construction, commissioning, operation and maintenance of the Project as per the terms of the RfP Project Documents. The Successful Bidder(s) shall also ensure that all equipment and auxiliaries are suitable for operation in the frequency range of 47.5 to 51.5 Hz (-5% to +3% of rated frequency of 50.0 Hz). Further any update/amendment/supplementary (if any) details about the bidding process, the Project and the PPA shall be provided in the RfP document in accordance with Bidding Guidelines after obtaining approval of the Appropriate Commission, if such approval is required under law.
- 1.1.6. UREDA seeks to qualify and select Successful Bidder(s) for setting up of aggregate capacity 30 MW Grid connected Solar PV Power Projects and supply of power for a period of 25 years from the Scheduled Commercial Operation Date in accordance with

the terms of the PPA. The power from Grid connected Solar PV Power Projects will be procured by UPCL at the generation switchyard bus bar of the Project.

- 1.1.7. For the purpose of selection of the Successful Bidder, Bidders shall be required to submit both Non-Financial Bid and Financial Bid simultaneously in a single stage bidding process as per the timelines mentioned in Clause 2.26 of this RfP. Bidders who meet the Qualification Requirement as specified in Clause 2.10 of the RFP will be Qualified Bidders and the Financial Bids of all such Qualified Bidders shall be opened and evaluated as per provisions of Clause 3.1.3 of the RFP, for the purpose of selection of Successful Bidder.
- 1.1.8. The Technical Appraisal Committee (TAC) as formed under Uttarakhand Solar Power Policy-2013 will select a Bidder having the prescribed qualifications and offering the lowest levelled tariff based on the evaluation and shall be submitted to Project Approval Committee (PAC) as formed under Uttarakhand Solar Power Policy-2013 for approval. The Seller shall supply power to UPCL as per the terms and conditions of the PPA to be signed between UPCL and the Seller. UPCL shall pay to the Seller the Quoted Tariff which has been adopted by the UERC, as per the terms and conditions of the PPA.
- 1.1.9. **Commencement of supply of power:**

The Successful Bidder shall have to commence the supply of power on the Scheduled COD in accordance with the provisions of the PPA.

1.2. Tariff

PPA will be signed between UPCL and Successful Bidder(s). UPCL shall pay to the Seller(s) the Quoted Tariff which has been arrived from the levelled tariff quoted by the successful bidder(s) in the price bid, as per the terms and conditions of the PPA enclosed as Enclosure 1 of Format 4.10. The tariff shall be payable by UPCL in Indian Rupees.

1.3. Issue of RfP

The detailed terms and conditions for qualification of the Bidder(s) and for Bid submission are indicated in the RfP. All those interested in purchasing the RfP may download the RfP document from our website: <http://ureda.uk.gov.in> and submit at the address given below with a non-refundable fee of Rs.5,000/- (Rupees Five Thousand Only), inclusive of 5% VAT in the form of Demand Draft/ banker's cheque/ pay order drawn in favor of "Director, UREDA", payable at "Dehradun".

1.4. Receipt and Opening of Bid

Bid must be submitted to the address as given in Clause 1.5 on or before 12:00 hours (IST) on 20/10/2014 and the Non-Financial Bid will be opened on the same day at 12:30 PM in presence of such bidder(s) or their authorized representatives who would like to attend the bid opening. If it is a public holiday on the last date for submission of the Bid, the submission and the receipt of the Bid shall be on the next working day at the place of

submission of Bid. The Financial Bid shall be opened as per the time schedule given in Clause 2.26 of the RfP

1.5. Correspondence for enquiries and clarifications

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

Director,
Uttarakhand Renewable Energy Development Agency,
Energy Park, Industrial Area, Patelnagar, Dehradun
Phone: 0135-2521553
Fax: 0135-2521387
Email: spv.uredahq@gmail.com
Website: <http://ureda.uk.gov.in>

SECTION 2

INFORMATION AND INSTRUCTION TO BIDDER(S)

SECTION 2: INFORMATION AND INSTRUCTION TO BIDDERS

2.1. Total Capacity Offered

Selection of Successful bidder(s) for procurement of Solar Power from Grid connected Solar PV Power Projects for aggregate capacity up to 30 MW shall be done through Tariff Based Competitive Bidding Process under Solar Power Policy 2013 of the State of Uttarakhand. The bidders are free to install Solar PV Power Projects anywhere in the state of Uttarakhand.

2.2. RfP document for Solar PV Power Projects

The RfP document has been prepared for Solar PV Power Projects technology. Solar PV Project means the solar project that uses sunlight for direct conversion into electricity through Photo Voltaic technology. The Bidder(s) shall deploy, only commercially established and operational technologies. The detailed technical parameters for Solar PV Projects are at Annexure A.

2.3. Capacity of each Project

2.3.1. The capacity of each Solar Power Projects shall be minimum 100 KW. Any Bidder can apply for minimum 100 KW and the maximum capacity for each project shall be 30 MW. The capacity of Solar PV Power Plant can be in multiples of 100 KW. The said MW/KW capacity should mean the AC capacity rating at the Interconnection Point i.e. at the grid sub-station where the Project would be connected to, and accordingly the bidder can choose the DC rating of his solar field to meet the AC rating at the Interconnection Point.

2.3.2. The Solar PV Power Projects shall be selected through a competitive bidding process on the basis of international competitive bidding as per Section – 63 of the Electricity Act, 2003 and as amended from time to time. The responsibility of the Successful Bidder(s) shall be to supply power to UPCL for 25 years as per the terms and conditions of the PPA.

2.4. Minimum CUF Limits

The Projects developed on conventional solar PV technology should have a minimum CUF of 19% in any given contract year. In case the developers fail to supply energy pertaining to minimum CUF in a contract year then the developer shall pay a penalty equal to 10% of the project tariff to UPCL, for such shortfall in units.

2.5. Supply of Power to UPCL

After completion of evaluation process a Lol will be issued to the successful bidder(s) to sign a PPA with UPCL for duration of 25 years.

2.6. Tariff for Supply of Power

2.6.1. Bidder are required to quote levelled tariff for 25 years only in the price bid, UREDA will not entertain different tariff for every year, any bid with different tariff will be considered disqualified.

2.6.2. UPCL will be liable to pay the project developer the tariff as signed in the PPA.

2.7. Grid Connectivity

The grid connectivity and associated evacuation facilities from the solar power plant substation/switchyard to distribution/transmission system “feed in substation” will be provided in accordance with UERC (Terms and Conditions of Intra-State Open Access) Regulations, 2010 and UERC (Tariff and Other Terms for Supply of Electricity from Renewable Energy Sources and non-fossil fuel based Co-generating Stations) Regulations, 2013, as amended from time to time.

- 2.7.1. The responsibility of getting connectivity with the transmission system owned by the Discom/STU will lie with the Project Developer. The cost of the transmission line up to the “feed in substation” viz the point of interconnection where the metering is done shall be borne by the Solar Project Developer. This transmission line shall be constructed by the STU or Discom, whoever owns the feed in substation. However the entire cost of transmission including cost of construction of line, wheeling charges, losses etc. will be borne by the Project Developer and will not be met by the STU/Discom.
- 2.7.2. Seller(s) shall be responsible for the Operation and maintenance of dedicated transmission line up to the point of connectivity. Such arrangement shall be as per the regulations specified by the UERC, as amended from time to time.
- 2.7.3. Construction and operation/maintenance of evacuation system associated with plants shall be the responsibility of generating company.
- 2.7.4. The Interconnection /Metering Point shall be located at the substation of Transco / Discom, and generating company shall bear the cost for construction of interconnection / metering facilities upto the point of connectivity.
- 2.7.5. The Solar PV Project shall be connected to the nearest 33/11 KV or above substation at appropriate voltage level.

2.8. Obtaining RfP document, Processing Fees

- 2.8.1. Prospective bidder(s) interested to participate in the bidding process are required to download RfP document from our website <http://ureda.uk.gov.in> and submit the RfP document along with a non-refundable fee of Rs.5,000/- (Rupees Five Thousand Only), inclusive of 5% VAT in the form of Demand Draft/ banker’s cheque/ pay order drawn in favor of “**Director, UREDA**”, payable at “**Dehradun**”.
- 2.8.2. Prospective bidders interested to participate in the bidding process are required to submit their RfP document along with a non-refundable processing fee of Rs. 25,000/- (Rupees Twenty Five Thousands Only) per MW and part thereof in the form of Demand Draft/ banker’s cheque/ pay order drawn in favour of “**Director, UREDA**”, payable at “**Dehradun**”.
- 2.8.3. A Bidding company/Consortium will be eligible to participate in the bidding process only:
 1. On submission of RfP along with the cost of document and processing fee.

2. The bidder should be a company (Bidding Company) or a Consortium of Companies (Bidding Consortium) with one of the companies acting as the Lead Member of the Bidding Consortium.

2.9. Number of Response to RfP by a Company

- 2.9.1. The total capacity of Solar PV Projects to be allocated to a Company including its Parent, Affiliate or Ultimate Parent or any Group Company shall be limited to 30 MW. The Company shall submit one single application in the prescribed format detailing location of project for which the developer is submitting the application. The Bidder has to furnish a disclosure as per Format –4.8.
- 2.9.2. In case, application for more than one location are submitted by any bidder or bidding consortium, all such application shall be evaluated as separate applications as per section 3 of this RfP.

2.10. Qualification Requirements

The Bidder must meet the Qualification Requirements independently as Bidding Company or as a Bidding Consortium with one of the Members acting as the Lead Member of the Bidding Consortium. Bidder will be declared as a Qualified Bidder based on meeting the Qualification Requirements specified below and as demonstrated based on the documentary evidence submitted by the Bidder in the Bid. Further, a Bidding Consortium can participate in the bidding process if any Member of the Consortium has purchased the RfP. The intending bidder should satisfy the following criteria:

2.10.1. Financial Criteria

A. Networth:

The “Net Worth” of the company should be equal to or greater than the value calculated at the rate of Rs 3 Crore or equivalent US\$ per MW or part thereof the project capacity. The computation of Net Worth shall be based on unconsolidated audited annual accounts of the company. For the purpose of the computation of net worth, the best year in the last four years shall be considered. The Company, would thus be required, to submit annual audited accounts for the last three financial years and current year (Un-Audited) if available., while indicating the year, which should be considered for evaluation, along with a certificate from the Chartered Accountant to demonstrate the fulfillment of the criteria.

For companies, which are newly incorporated, the Net Worth criteria should be met seven days prior to the date of submission of application by the Project Developer. To demonstrate fulfillment of the criteria, the Project Developer shall submit a certificate from a Chartered Accountant certifying the Net Worth on the date seven days prior to submission of application. Further, the Project Developer shall submit the un-audited financial statements of the company for the date on which the Certificate of Chartered Accountant has been obtained.

{Note: For the Qualification Requirements, if data is provided by the Project Developer in foreign currency, equivalent rupees of Net Worth will be calculated using bills selling exchange rates (card rate) USD/INR of State Bank of India prevailing on the date of

closing of the accounts for the respective financial year as certified by the Project Developer's banker. For currency other than USD, Project Developers shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion.}

Net Worth

=	Paid up share capital
Add:	Reserves
Subtract:	Revaluation Reserves
Subtract:	Intangible Assets
Subtract:	Miscellaneous Expenditures to the extent not written off and carry forward losses

For the purposes of meeting financial requirements only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Project Developer may be used for the purpose of financial requirements provided the Project Developer has at least twenty six percent (26%) equity in each company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered.

The financial requirement to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company as per the Consortium Agreement (Format 4.3). Supply of power to; formulate a Project Company with equity participation by the Members before signing the PPA. The Project Developer may seek qualification on the basis of financial capability of its Parent Company and / or it's Affiliate(s) for the purpose of meeting the Qualification Requirements. In case of the Project Developer being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Parent Company and / or its Affiliate(s). Any Consortium, if selected as the Successful Bidder, shall, for the purpose of supply of power, formulate a Project Company with equity participation by the Members as provided in the Consortium Agreement (Format 4.3) within fifteen (15) days of the issue of Letter of Intent.

- 2.10.1.1. Any Bidding Company may choose to formulate a Project Company for the purpose of supply of power.
- 2.10.1.2. The Bidder may seek qualification on the basis of financial capability of its Parent Company and / or it's Affiliate(s) for the purpose of meeting the Qualification Requirements. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Parent Company and / or its Affiliate(s). The financial capability of a particular Parent Company (ies) and / or Affiliates, shall not be used by more than one Bidder.
- 2.10.1.3. The determination of the relationship of Parent Company or Affiliate with the Bidding Company or with the Member of the Bidding Consortium, including the Lead Member, shall be as existing on the date seven (7) days prior to the Bid Deadline. Documentary

evidence in form of a certification from a practicing Company Secretary or Statutory Auditor to establish such relationship shall be furnished by the Bidder along with the Bid.

- 2.10.1.4. In case, application for more than one location are submitted, the net worth shall be computed and evaluated on the basis of the sum total of the capacity offered by the Bidder in its Financial Bids.
- 2.10.1.5. If the Bidding Company or a Member of a Bidding Consortium relied on the financial capability of its Parent/Affiliates, such Bidding Company or Member have to submit a Board resolution as per Format 4.5, from its Parent / Affiliate, as the case may be, that the obligation of the Bidding Company or the Member of the Consortium to submit a Contract Performance Guarantee, if selected, shall be deemed to be their obligations as well and in the event of any default whatsoever by the Successful Bidder(s) in submitting the Contract Performance Guarantee, the same shall be submitted by such Parent / Affiliate, as the case may be.
- 2.10.1.6. A Bidder shall submit only one response for one location, individually as Bidding Company or as a Member of a Bidding Consortium (including the Lead Member). It is further clarified that any of the Parent Company / Affiliate / Ultimate Parent Company of the Bidding Company or a Member of a Bidding Consortium shall not separately participate directly or indirectly for the same location. Further, if any Bidder has a Conflict of Interest with other Bidder(s) participating for the same location, the Bid of all such Bidder(s) shall be rejected.

2.10.2. Technical Criteria

- i. Solar Power Developer should have Firm Technology tie-up/ collaborations/supply agreements with technology/ equipment suppliers.
- ii. Solar Power Developer should provide documentary evidence for technical ability of the company/Consortium to ensure and meet the schedule for project completion and commencement of the power supply.
- iii. Solar Power Developer shall provide undertaking for PV modules/inverter systems to be deployed shall be compliant with applicable latest IEC standards and compliant with applicable standards as specified by Central Electricity Authority.
- iv. Solar Power Developer shall provide undertaking document for meeting technical requirements specified by MNRE for Grid Solar Power Plant.

Note: Tie up would mean any of (i) MOU for Technology Transfer, (ii) Technology or document sale agreement, (iii) EPC Contract, (iv) Project specific assurance to support with design and construction of the plant.

2.10.2.1. Type of Company

The Bidder should be a Company (Bidding Company) or a Consortium of Companies (Bidding Consortium) with one of the Company acting as the Lead Member of the Bidding Consortium. Short listing of Bidders will be based on meeting the Qualification Requirement as specified below:-

- i. The Bidder should be registered companies, firms, institutions, societies, central and state govt. power generation companies and public/private sector solar power project developers and should be eligible on standalone basis or as a part of the bidding consortium.
- ii. A foreign company on standalone basis or as a member of consortium at RfP stage. But before signing of PPA it has to form an Indian Company registered under the Company Act, 1956;

Limited Liability Partnerships (LLPs) are not eligible for participation.

The bidder is required to undertake to furnish evidence of meeting the above eligibility criteria in line with provisions of Clause 2.27 under the title "Financial Closure". The undertaking shall be as per enclosed Format 4.4.

2.10.3. Consents, Clearances and Permits

2.10.3.1. Site Identification:

Developer may identify any suitable land for their project within the state of Uttarakhand.

If the developer purchase private land for the project, than they will be eligible for an exemption of 50% on stamp duty and if they do not install the solar project on this land within the stipulated time period, then the given exemption will be withdrawn and recovery will be made as per the procedure.

In case Developer is using the agriculture land for establishing Solar power plant then he would be exempted from paying any conversion rate (if any).

In case the land is found to be used for purposes other than related to the project, the land use permission will be cancelled with immediate effect. The construction carried out by the Developer and equipments on such land will be seized and be treated as vested in the GoUK.

With regards to availability of land with the bidder at the time of bidding, an undertaking has to be submitted that the documentary evidence will be produced by the bidder of the availability of land at the time financial closure of the project. The undertaking can be provided in the Format 4.4 (C).

Note:

- (i) Change in the location of land from one place to other location is not permitted after 240 days from the date of issue of Lol or at financial closure, whichever is earlier.
- (ii) The land should be free from all encumbrances.
- (iii) The land should neither have been proposed for other purposes nor should have been mortgaged.

2.10.3.2. Other Provisions:

- i. In case the Bidder is a Bidding Company and wishes to formulate a Project Company, all such Consents, Clearances and Permits if obtained in the name of a company other than the Project Company, the Bidder shall be responsible to get these Consents, Clearances and Permits transferred in the name of the Project Company in the event of being selected as the Successful Bidder(s).
- ii. In case the Bidder is a Bidding Consortium, all such Consents, Clearances and Permits shall be obtained in the name of the Lead Member and the Bidder shall be responsible to get these Consents, Clearances and Permits transferred in the name of the Project Company in the event of being selected as the Successful Bidder.
- iii. Notwithstanding anything stated above, UPCL/ UREDA reserves the right to verify the authenticity of the documents submitted for meeting the Qualification Requirements and may request for any additional information / documents. UPCL/ UREDA reserves the right at its sole discretion to contact the Bidder's bank, lenders, financing institutions and any other persons as necessary to verify the Bidder's information/documents for the purpose of qualification.
- iv. The Qualified Bidder(s) will be required to continue to maintain compliance with the Qualification Requirements throughout the bidding process and till the execution of the PPA. Where the Financially Evaluated Entity is not the Bidding Company or a Member of a Bidding Consortium, as the case may be, the Bidding Company or Member shall continue to be an Affiliate of the Financially Evaluated Entity till execution of the PPA. Failure to comply with the aforesaid provisions shall make the Bid liable for rejection at any stage.

2.11. Submission of Bid by the Bidder

2.11.1. Bid Formats / Documentary Evidence

- a) The information and/or documents shall be submitted by the Bidder as per the formats specified in Section 4 (Formats for RfP) of this document.
- b) Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures / pamphlets. Non-adherence to formats and / or submission of incomplete

information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of the Bidder.

- c) The Bidder shall furnish documentary evidence in support of meeting Qualification Requirements to the satisfaction of UPCL/ UREDA and shall furnish unconsolidated / consolidated audited annual accounts in support of meeting financial requirement, which shall consist of unabridged balance sheet, profit and loss account, profit appropriation account, auditor's report, etc., as the case may be, of Bidding Company or each Member of a Consortium or Financially Evaluated Entity for the last three (3) financial years immediately preceding the Bid Deadline for the purpose of calculation of Networth.

2.11.2. Bid submitted by a Bidding Consortium

- a) The Bid shall contain a legally enforceable Consortium Agreement entered amongst the Members in the Bidding Consortium, designating one of the Members to be the Lead Member (as per Format 4.3). There shall be only one Lead Member which shall continue to hold fifty one percent (51%) equity in the Project Company up to a period of three (3) years after commencement of supply of power as per provisions of Clause 2.25 of this RfP and the PPA. Each Member of the Bidding Consortium shall duly sign the Consortium Agreement making it liable for raising the required funds for its respective equity investment commitment as specified in the Consortium Agreement. In the absence of a duly executed Consortium Agreement, the Bid will not be considered for evaluation and will be rejected.
- b) Provided however that the Lead Member of the Bidding Consortium shall be liable to the extent of one hundred percent (100%) of the total proposed commitment of equity investment in the Project Company, i.e., for both its own liability as well as the liability of the other Members.
- c) Provided further that the Consortium Agreement shall not be amended without the prior written approval of UPCL/ UREDA.
- d) The Lead Member shall designate one person to represent the Consortium in its dealings with UPCL/ UREDA. The person designated by the Lead Member shall be authorized through a Board Resolution to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Bid on behalf of the Consortium, etc. Additionally, the Bid shall also contain a Power of Attorney in original (as per Format 4.2 in favor of the Lead Member issued by the other Members of the Consortium.
- e) The Bid shall also contain a Board Resolution as per Format 4.5 from each Member of the Consortium confirming that the RfP & RfP Project Documents have been read, examined and understood and also the Bid has been reviewed and each element of the Bid is agreed to by them.

2.12. Point of contact in case of Bidding Consortium

In case of Bid being submitted by a Consortium, the Lead Member of the Consortium shall be the single point of contact for the purposes of the Bid process, before the date of signing of last of the RfP Documents. Settlement of any dispute amongst the Consortium Members shall not be the responsibility of UREDA and UREDA shall not bear any liability whatsoever on this account.

2.13. Bid submitted by a Bidding Company

The Bidding Company should designate one person to represent the Bidding Company in its dealings with UREDA/UPCL. The person so designated shall be authorized through a Board resolution (as per Format 4.5) to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Bid on behalf of the Bidding Company, etc.

2.14. Clarifications and Pre-bid Meeting

2.14.1. Pre-Bid Meeting:

UREDA will not enter into any correspondence with the Bidders, except to furnish clarifications on the RfP and RfP Documents, if necessary. The Bidders may seek clarifications or suggest amendments to RfP and RfP Documents in writing, through a letter or by fax (and also soft copy by e-mail) to reach UREDA at the address, date and time mentioned in the document within ten days from issuance of this RfP.

The Bidder(s) or their authorized representative(s) is / are invited to attend pre-bid meeting(s), UREDA will make all efforts to respond to the queries during the Pre Bid Meeting to be held on 10/09/2014 at **12.00 Noon** at **UREDA Office, Energy Park campus, Industrial area, Patelnagar, Dehradun.**

The purpose of the pre-bid meeting will be to clarify any issues regarding the RfP, including in particular, issues raised in writing by the Bidders.

A compiled list of questionnaire and UREDA's response will be uploaded on the website of UREDA for information of all concerned in <http://ureda.uk.gov.in>. All are requested to remain updated with the website. No separate reply/ intimation will be given elsewhere.

However, it may please be noted carefully that the Pre Bid meeting will be held only with the authorised representatives of the bidders. Only two representatives from each Bidding Company shall be allowed for Pre Bid discussions.

2.14.2. Enquiries/clarifications may be sought by the Bidder from:

Director,
Uttarakhand Renewable Energy Development Agency,
Energy Park, Industrial Area, Patelnagar, Dehradun
Phone: 0135-2521553

Fax: 0135-252387

Email: spv.uredahq@gmail.com

Website: <http://ureda.uk.gov.in>

2.14.3. UREDA reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this RfP and make its own judgment regarding the interpretation of the same. In this regard UREDA shall have no liability towards any Bidder and no Bidder shall have any recourse to UREDA with respect to the selection process. UREDA shall evaluate the Bids using the evaluation process specified in Section 3, at its sole discretion. UREDA's decision in this regard shall be final and binding on the Bidders.

2.15. RfP Document and attachments

The following Documents are proposed to be attached to this RfP:

- a. PPA as per Format 4.11 (The PPA has been finalized by UPCL and if required, may be amended by UERC).
- b. Any modifications, amendments alterations or clarifications thereto.

2.16. Incorporation of a Project Company

2.16.1. In case of the Successful Bidder(s) being a Bidding Consortium, it shall, within fifteen (15) days of the issue of the Letter of Intent, formulate a Project Company provided such a Project Company has not been incorporated by the Bidder prior to the submission of the Bid. In case the Project Company has already been incorporated prior to the submission of the Bid as specified in the Consortium Agreement such Project Company shall be responsible to execute the RfP Documents. The investment in the Project Company shall be as per provisions of the Consortium Agreement and shall be subject to the provisions of Clause 2.25 of this RfP.

2.16.2. In case of the Successful Bidder(s) being Bidding Company and choosing to formulate a Project Company for supply of power, it shall formulate the Project Company within fifteen (15) days of the issue of the Letter of Intent. In case the Project Company has already been formed by such Bidding Company prior to the submission of the Bid, the Bidding Company shall provide the details of such Project Company in its Bid. The investment in such Project Company incorporated by the Successful Bidder(s) may be from any of the Affiliates and / or Ultimate Parent and shall be subject to the provisions of Clause 2.25 of this RfP.

2.16.3. The Project Company shall execute the RfP Documents and be responsible for supply of power to UPCL as per the provisions of the PPA.

2.17. Cancellation of the Letter of Intent

If the Successful Bidder(s) / Project Company fails or refuses to comply with any of its obligations under Clauses 2.16 and 2.19, and provided that UREDA/UPCL and / or other parties to the respective RfP Documents are willing to execute the said documents, such failure or refusal on the part of the Successful Bidder(s)/ Project Company shall

constitute sufficient grounds for cancellation of the Letter of Intent. In such cases, UREDA/UPCL shall be entitled to invoke the Bid Bond of the Successful Bidder(s) / Project Company.

2.18. Bid Bond

- 2.18.1. Each Bidder shall submit the Bid accompanied by Bid Bond, as per Format 4.6 for an amount of **Rs. 0.5 Lakh (Rs. Fifty Thousands Only) per 100 KW** of the offered capacity issued by any of the Banks listed in Format 4.11. In the case of a Consortium, the Lead Member shall furnish the Bid Bond as stipulated in the RfP, on behalf of the Consortium Members as per the Consortium Agreement. The Bid Bond shall be valid for a period of ninety (90) days beyond the validity of the Bid.
- 2.18.2. The Bid Bond, may be invoked by UREDA/UPCL, without any notice, demure, or any other legal process upon occurrence of any of the following:
- Failure to formulate the Project Company as a legal entity within fifteen (15) days of issue of Letter of Intent, or,
 - Failure to furnish the Contract Performance Guarantee as per Clause 2.19; or
 - Failure to execute the RfP Documents subject to the provisions of Clause 2.17; or
 - Bidder submitting any wrong information or making any misrepresentation in Bid as mentioned in Clause 2.23.
- 2.18.3. The Bid Bonds of all Bidders, who's Bids are declared non-responsive, shall be returned and released by UREDA within fifteen (15) days after the date on which the Non-Financial Bids are opened.
- 2.18.4. The Bid Bonds of all unsuccessful Bidders shall be returned and released by UREDA within thirty (30) days after the date on which the Financial Bids are opened.
- 2.18.5. The Bid Bonds of all remaining Bidders shall be returned and released by UREDA within a period of thirty (30) days of the occurrence of the earlier of the following:
- a) Submission of the Contract Performance Guarantee as per Clause 2.19 of the RfP and the execution of the RfP Documents (as applicable) by the Successful Bidder(s);
or
 - b) Expiry of the Bid Validity/extended validity of Bid of unsuccessful Bidders.
- 2.18.6. The Bid Bonds of all Bidders shall be returned and released by UREDA within a period of thirty (30) days of the occurrence of the termination/cancellation of Bid process by UREDA.
- 2.18.7. The Bid Bond of the Successful Bidder(s) shall be returned on the submission of Contract Performance Guarantee as per Clause 2.19 of the RfP and the provisions of the PPA.

2.19. Contract Performance Guarantee (CPG)

- 2.19.1. Within fifteen (15) days of issue of Letter of Intent, the Successful Bidder(s) either on his/their own behalf or on behalf of the Seller, shall provide to UREDA the Performance Guarantee in the format provided in the Format 4.9, for an amount of Rs 0.5 Lakhs per 100 KW of the Contracted Capacity. The Performance Guarantee shall be valid for a period of twenty four (24) months after the Scheduled Delivery Date and thereafter shall be dealt with in accordance with the provisions of the PPA. The Performance Guarantee shall be issued by the banks listed in Format 4.11.
- 2.19.2. In case the Successful Bidder(s) is unable to obtain the Contract Performance Guarantee for the total amount from any one bank specified in Format 4.11, the Successful Bidder(s) may obtain the same from not more than three (3) banks specified in Format 4.11.
- 2.19.3. Non submission of the CPG by the Successful Bidder(s) may lead to the invocation of the Bid Bond, cancellation of the Letter of Intent of such Successful Bidder(s) by UREDA, and thereafter, the provisions of Clause 2.23.2 shall be applicable.
- 2.19.4. After receiving Bank Guarantee from the successful developer, project allotment letter shall be issued by UREDA to the successful bidder(s).
- 2.19.5. In case successful developer fails to achieve commercial operation within 18 months from the date of Project Allotment, the allotment of project will be cancelled and deposited CPG amount shall be forfeited. However the CPG shall be refunded, if successful developer achieves commercial operation within time period.

2.20. Bank Guarantees

- 2.20.1. The Bidder shall provide the following Bank Guarantees from any of the Banks listed at Format 4.11 to UREDA in a phased manner as detailed hereunder:
- **Bid Bond** for the amount calculated as per Clause 2.18 (**@ Rs. 0.5 Lacs / 100 KW**) in the form of Bank Guarantee along with RfP as per Format 4.6. (valid for a period of ninety (90) days beyond the validity of the Bid)
 - **Contract Performance Guarantee** calculated as per Clause 2.19 (**@ Rs. 0.5 Lacs / 100 KW**) in the form of Bank Guarantee within fifteen (15) days of issue of Letter of Intent, as per Format 4.9. (valid for a period of Twenty Four (24) months after the Scheduled Delivery Date)
- 2.20.2. Within fifteen (15) days of issue of Letter of Intent the total Bank Guarantee value towards Contract Performance Guarantee shall be submitted by the successful bidder(s).
- 2.20.3. UREDA would ask successful Bidder(s) to execute the PPA with UPCL and if the selected Bidder(s) refuses to execute the PPA or is unable to execute the PPA within the stipulated time period, the Bank Guarantees towards Contract Performance Guarantee submitted by the Bidder shall be encashed / forfeited by UREDA.

- 2.20.4. In case the Bidder is not selected, UREDA shall release the Bank Guarantees towards Bid Bond within fifteen (15) days of the issue of Lol to Selected Bidder(s).
- 2.20.5. The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. The Bank Guarantees have to be in the name of the Bidding Company / Lead Member of Bidding Consortium.
- 2.20.6. In order to facilitate the bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements.

2.21. Amendment of RFP

UREDA, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder may modify the RfP, including the timelines specified in Clause 2.26, by issuance of addendum / modification / errata and / or a revised document. Revisions or amendments in the Bidding Guidelines may cause UREDA to modify, amend or supplement this RfP, including the RfP Documents to be in conformance with the Bidding Guidelines. Such document shall be made available on UREDA website.

Bidders should notify themselves regarding any addendum / modification made in RfP document, the same shall be uploaded on UREDA website. No personal correspondence will be made by UREDA to Bidder(s).

2.22. Bidding Process

The Bid in response to this RfP shall be submitted by the Bidders in the manner provided in Clause 2.11. The Bid shall comprise of the following:

2.22.1. Envelope I – Non- Financial Bid comprising of:

- i. Covering Letter as per prescribed **Format 4.1**.
- ii. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 4.2**.

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

- iii. Bank Guarantee (Bid Bond) in the form as per **Format 4.6**;
- iv. Board Resolutions, as per prescribed formats enclosed as **Format 4.5** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the

Bidder and mentioned hereunder:

- a. Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the Bid;
- b. Board resolution from each of the Consortium Members except the Lead Member in favour of the person authorised to execute the Power of Attorney in favour of the Lead Member.
- c. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project / Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and
- d. Board Resolutions from Parent and /or Affiliate (whose credentials have been used), of the Bidding Company / any Member of the Bidding Consortium, undertaking to invest the entire amount as committed by Bidding Company / Member of the Bidding Consortium, in event of failure of the same to make such investment.
- v. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 4.3** along with board resolution from each Member of the Consortium for participating in consortium;
- vi. Format for Qualification Requirements as per **Format 4.4**, as applicable;
- vii. A disclosure statement as per **Format 4.8** regarding participation of any related companies in this bidding process;

2.22.2. Envelope II – Financial Bid as per Format 4.7.

The Bidder shall inter-alia take into account the following while preparing and submitting the Financial Bid as per the prescribed Format 4.7, duly signed by an authorized signatory.

- i. The Bidder shall submit their Levellised Quoted Tariff at the Interconnection Point and shall specify the same in its Financial Bid as prescribed in Format 4.7 of this RfP;
- ii. The Levellised Quoted Tariff shall not be more than the rates specified by the UERC in “UERC (Tariff and Other Terms for Supply of Electricity from Renewable Energy Sources and non-fossil fuel based Co-generating Stations) Regulations, 2013”. At present the tariff as specified by the UERC is Rs 11.10 Per KWh.
- iii. The Qualification Requirements for the Bidder would be evaluated for the total quantum of power offered by a Bidder.
- iv. The Levellised Quoted Tariff, as in **Format 4.7**, shall be an all-inclusive Tariff up to

the Interconnection Point and no exclusions shall be allowed. The Bidder shall take into account all costs including capital and operating costs, statutory taxes, levies, duties while quoting such Tariff. It shall also include any applicable transmission costs and transmission losses (if any) from the generation source up to the Interconnection Point. Availability of the inputs necessary for supply of power shall be ensured by the Seller and all costs involved in procuring the inputs (including statutory taxes, duties, levies thereof) at the plant location must be reflected in the Levellised Quoted Tariff.

2.23. The Bidder should note that

- 2.23.1. If any Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever in order to create circumstances for the acceptance of its Bid, UREDA reserves the right to reject such Bid or cancel the Letter of Intent, if issued. If such event is discovered after the Effective Date, consequences specified in the PPA shall apply.
- 2.23.2. If for any reason the Bid of any Successful Bidder(s) is rejected or Letter of Intent issued to such Successful Bidder(s) is cancelled, UREDA may:
 - a. Consider the next lowest Financial Bid from other than the Successful Bidder(s) whose Bids are responsive and valid; or
 - b. Annul the bid process; or
 - c. Take any such measure as may be deemed fit in the sole discretion of UREDA, as applicable.
- 2.23.3. UREDA reserves the right to accept the offer of the Bidder for any quantum of power up to the quantum offered by it, subject to the Minimum Bid Capacity, and considering the balance Requisitioned Capacity (after considering the quantum of power offered by Successful Bidder(s) in Clause 3.1.4 (II).
- 2.23.4. Bid submitted by the Bidders, within the Bid Deadline, shall become the property of UREDA and shall not be returned to the Bidders;
- 2.23.5. Language of the Bid shall be English only;
- 2.23.6. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter as per Format 4.1;
- 2.23.7. UREDA may, at its sole discretion, ask for additional information/ document and/ or seek clarifications from a Bidder after the Bid Deadline, inter alia, for the purposes of removal of inconsistencies or infirmities in its Bid. However, no change in the substance of the Levellised Quoted Tariff shall be sought or permitted by UREDA.
- 2.23.8. Non submission and / or submission of incomplete data / information required under the provisions of the RfP shall not be construed as waiver on the part of UREDA of the obligation of the Bidders to furnish the said data / information unless the waiver

is in writing.

- 2.23.9. UREDA may verify the Bidder's financial data by checking with the Bidder's lenders / bankers / financing institutions / any other person as necessary.
- 2.23.10. The Bidders shall satisfy themselves, on receipt of the RfP, that the RfP is complete in all respects. Intimation of any discrepancy shall be given to UREDA at the address provided in Clause 2.14.2 of this RfP immediately. If no intimation is received from any Bidder within ten days from the date of issue of this RfP or from the date on which it was made available on <http://ureda.uk.gov.in>, it shall be considered that the issued document, complete in all respects, has been received by the Bidder.
- 2.23.11. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RfP and obtain independent advice from appropriate sources.

2.24. Bidder to inform itself fully

- 2.24.1. The Bidder shall make independent enquiry and satisfy itself with respect to all the required information, inputs, conditions and circumstances and factors that may have any effect on its Bid. Once the Bidder has submitted the Bid, the Bidder shall be deemed to have examined the laws and regulations in force in India and Uttarakhand, the grid conditions, and fixed its price taking into account all such relevant conditions and also the risks, contingencies and other circumstances which may influence or affect the supply of power. Accordingly, the Bidder acknowledges that, on being selected as Successful Bidder(s), it shall not be relieved from any of its obligations under the RFP Documents nor shall be entitled to any extension of time for commencement of supply or financial compensation for any reason whatsoever.
- 2.24.2. The technical requirements of integrated grid operation are specified in the Indian Electricity Grid Code (IEGC). The Bidders should particularly acquaint themselves with the requirements of connection conditions, operating code for regional grids, scheduling and dispatch code etc. The Bidders are also advised to fully familiarize themselves with the real time grid conditions in India.
- 2.24.3. In their own interest, the Bidders are requested to familiarize themselves with the Electricity Act, 2003, the Income Tax Act 1961, the Companies Act, 1956, the Customs Act, the Foreign Exchange Management Act 1999, IEGC, the Environment Protection Act 1986 and Forest (Conservation) Act 1980, the Land Acquisition Act 1984, land revenue rules/law of Uttarakhand (which may be amended from time to time), the regulations framed by UERC and all other related acts, laws, rules and regulations prevalent in India, as amended from time to time. UPCL/ UREDA shall not entertain any request for clarifications from the Bidders regarding the same. Non-awareness of these laws or such information shall not be a reason for the Bidder to request for extension in Bid Deadline. The Bidder undertakes and agrees

that, before submission of its Bid; all such factors as generally stated above, have been fully investigated and considered while submitting the Bid.

- 2.24.4. The Bidder shall familiarize itself with the procedures and time frames required to obtain all Consents, Clearances and Permits required for the supply of power to UPCL. UPCL shall have no liability to obtain any of the Consents, Clearances and Permits required for setting up of the generation facilities and/ or supply of power.

2.25. Minimum Equity holding/Equity Lock-In

- 2.25.1. The aggregate equity shareholding of the Selected Bidder(s) in the issued and paid up equity share capital of the Seller shall not be less than Fifty One percent (51%) from Effective Date up to a period of three (3) years after commencement of supply of power.
- 2.25.2. In case of a Bidding Consortium, any Member, other than the Lead Member, shall be allowed to divest its equity as long as the other remaining Members (which shall always include the Lead Member) hold the minimum equity specified in Clause 2.25.1 above. In case of a Bidding Company, any investing entity(ies) shall be allowed to divest its equity as long as the other remaining investing entity(ies) hold the minimum aggregate equity specified in Clause 2.25.1 above.
- 2.25.3. The Successful Bidder(s) may invest in the equity share capital of the Project Company through its Affiliate(s) or Ultimate Parent Company or Parent Company (ies). If the Successful Bidder(s) so invests through any Affiliate(s) or Ultimate Parent Company or Parent Company (ies), the Successful Bidder(s) shall be liable to ensure that minimum equity holding/lock-in limits specified above are still maintained.
- 2.25.4. If equity is held by the Affiliates, Parent Company or Ultimate Parent Company, then such Affiliate, Parent Company or Ultimate Parent Company shall be permitted to transfer its shareholding in the Project Company to another Affiliate or to the Parent Company / Ultimate Parent Company. If any such shareholding entity, qualifying as an Affiliate/ Parent Company/ Ultimate Parent Company, is likely to cease to meet the criteria to qualify as an Affiliate / Parent Company / Ultimate Parent Company, the shares held by such entity shall be transferred to another Affiliate / Parent Company / Ultimate Parent Company.

All transfers of shareholding of the Project Company by any of the entities referred to above shall be after prior written permission from UPCL.

- 2.25.5. For computation of effective equity holding, the equity holding of the Successful Bidder(s) or its Ultimate Parent Company in such Affiliate(s) or Parent Company and the equity holding of such Affiliate(s) or Ultimate Parent Company in the Seller shall be computed in accordance with the example given below:
- a. If the Parent Company or the Ultimate Parent Company of the Successful Bidder(s) A directly holds thirty percent (30%) of the equity in the Seller, then

holding of Successful Bidder(s) A in the Seller shall be thirty percent (30%);

- b. If Successful Bidder(s) A holds thirty percent (30%) equity of the Affiliate and the Affiliate holds fifty percent (50%) equity in the Seller, then, for the purposes of ascertaining the minimum equity / equity lock-in requirements specified above, the effective equity holding of Successful Bidder(s) A in the Seller shall be fifteen percent (15%), (i.e., 30% x 50%);

2.25.6. The provisions as contained in this clause shall override the terms of the Consortium Agreement submitted as a part of Bid.

2.26. Due Dates

The Bidders should submit the Bids so as to reach the address specified below by **12:00 hrs (IST) on 20/10/2014.**

**Director,
Uttarakhand Renewable Energy Development Agency,
Energy Park, Industrial Area, Patelnagar, Dehradun
Phone: 0135-2521553
Fax: 01352521387
Email: spv.uredahq@gmail.com
Website: <http://ureda.uk.gov.in>**

The following shall be the time schedule for completion of the bidding process:

Sl. No.	Event	Tentative Schedule
1.	Date of issue of RfP	Zero Date (20/08/2014)
2.	Submission of written clarification / amendments if any, on the RfP / RfP Documents by the Bidders.	Zero date + 10 days
3.	Pre-Bid Meeting	Zero date + 20 days
4.	Revision of RfP and RfP Documents (if required) and issuance of revised RfP and RfP Documents	Zero date + 40 days
5.	Last date for submission of Bid	Zero date + 61 days
6.	Scrutiny of the Non-Financial Bid and publication of shortlisted bidders on UREDA website	Zero date + 73 days
7.	Financial Bid Opening	Zero date + 76 days
8.	Approval of Bids and Issue of Lol to Successful Bidder(s)	Zero date + 107 days
9.	Submission of Contract Performance Guarantee (CPG) by Successful Bidder (s) as per Clause	Zero date + 122 days (Lol Date + 15 days)

	2.19	
10.	Issuance of Project Allotment Letter and Signing of PPA	Zero date + 137 days (Lol Date + 30 days)
11.	Completion of the following tasks: a. Financial closure of the project. b. Land Allotment/ Land Purchase. c. Grant for Grid Connectivity.	Lol date + 240 days
12.	Commissioning of Solar PV Power Plant	Lol date + 570 days (Project Allotment Date + 540 days)

2.27. Financial Closure

2.27.1. The Project shall achieve Financial Closure within two hundred forty (240) days from the date of Issue of Lol. In this regard the project developer shall submit a certificate from all financial agencies, certifying that the party has complied with all conditions required for drawl of funds and party can draw down the funds on any date as per their requirement.

2.27.2. **Land Allotment/Land Purchase:** At this stage, the project developer would also provide evidence that the requisite technical criteria have been fulfilled and required land for project development @ 2.5 Hectares/MW is under clear possession of the project developer. In this regard the Project developer shall be required to furnish the following documentary evidences:-

- i. Ownership or lease hold rights (for at least 30 years) in the name of the Project Developer and possession of 100% of the area of land required for the allotted project.
- ii. Requisite documents from the concerned and competent revenue/registration authority for the acquisition/ownership/vesting of the land in the name of Project Developer and in case private land converted for industrial use.
- iii. In all other cases, the Bidder shall furnish documentary evidence in the form of certificate by concerned and competent revenue / registration authority for allotment of the land.
- iv. All the statutory clearances/approvals shall be obtained by the developer of the solar power plant.
- v. The purchase of land by the developer would be in accordance with the existing land revenue rules/law of Uttarakhand (which may be amended from time to time).

2.27.3. In case of delay in achieving above condition, as may be applicable, UREDA shall encash Bank Guarantees and shall remove the project from the list of the selected projects.

2.28. Commissioning / Schedule Delivery Date

- 2.28.1. The Commissioning / Scheduled Delivery Date of Solar PV Power Plant shall be 18 months from the date of project allotment.
- 2.28.2. In case successful developer fails to achieve commercial operation within 18 months from the date of Project Allotment, the allotment of project will be cancelled and deposited CPG amount shall be forfeited. However the CPG shall be refunded, if successful developer achieves commercial operation within time period mentioned in the policy.

2.29. Validity of the Bid

The Bidder shall submit the Bid which shall remain valid up to one hundred and eighty (180) days after the Bid Deadline ("Bid Validity"). UREDA reserve the right to reject any Bid which does not meet the aforementioned validity requirement.

UREDA may solicit the Bidders' consent for an extension of the period of validity of the Bid. The request and the response in this regard shall be in writing. In the event any Bidder refuses to extend its Bid validity as requested by UREDA, UREDA shall not be entitled to invoke the Bid Bond. A Bidder accepting UREDA request for validity extension shall not be permitted to modify its Bid and such Bidder shall, accordingly, extend the validity of the Bid Bond as requested by UREDA.

2.30. Method of Submission

- 2.30.1. Bids are to be submitted in a single closed cover envelope containing Envelope I (Non-Financial Bid) and Envelope II (Financial Bid) each one duly closed separately. Envelope I (Non-Financial Bid) and Envelope II (Financial Bid) should be transcript in the following way;

A. Envelope I (Non-Financial Bid)

Superscript as:

Envelope I: Non-Financial Bid for "Selection of Developer(s) for Procurement of power from aggregate capacity 30 MW Grid connected Solar PV Power Projects through Tariff Based Competitive Bidding Process under Type-I of Uttarakhand Solar Power Policy-2013"

Name of the Bidder:

Due for opening on _____

B. Envelope II (Financial Bid)

Superscript as:

Envelope II: Financial Bid for “Selection of Developer(s) for Procurement of power from aggregate capacity 30 MW Grid connected Solar PV Power Projects through Tariff Based Competitive Bidding Process under Type-I of Uttarakhand Solar Power Policy-2013”

Name of the Bidder:

Due for opening on _____

Outer Envelope

Envelope I (Non-Financial Bid) and Envelope II (Financial Bid) for the Bid to be submitted by Bidders should be packed in a single closed cover envelope, with the following superscript:

Response to RfP for “Selection of Developer(s) for Procurement of power from aggregate capacity 30 MW Grid connected Solar PV Power Projects through Tariff Based Competitive Bidding Process under Type-I of Uttarakhand Solar Power Policy-2013” dated 20/08/2014.(Due for opening on 20/10/2014)

To,

Director,

Uttarakhand Renewable Energy Development Agency,

Energy Park, Industrial Area, Patelnagar, Dehradun-248001

Phone: 0135-2521553

Fax: 0135-2521386

Email: spv.uredahq@gmail.com

Website: <http://ureda.uk.gov.in>

Name of the Bidder:

2.30.2. The Bidders have the option of sending their Bid either by registered post; or speed post; or courier; or by hand delivery, so as to reach UREDA by the Bid Deadline. Bids

submitted by telex / telegram / fax / e-mail shall not be considered under any circumstances. UREDA shall not be responsible for any delay in receipt of the Bid. Any Bid received after the Bid Deadline shall be returned unopened.

- 2.30.3. It may be noted that Non-Financial Bid (Envelope I) shall not contain any information/document relating to Financial Bid. If Non-Financial Bid contains any such information / documents, UREDA shall not be responsible for premature opening of the Financial Bid.
- 2.30.4. All pages of the Bid, except for the Bid Bond (Format 4.6), and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. However, any published document submitted with the Bid shall be signed by the authorized signatory at least on the first and last page of such document.
- 2.30.5. Bidders shall submit the Bid one (1) original plus one (1) copy, duly signed by the authorized signatory of the Bidder. The original Bid shall be clearly marked "ORIGINAL", and the copy to be clearly marked "COPY OF BID". In the event of any discrepancy between the original and the accompanying copies, only the original shall prevail.
- 2.30.6. The soft copy of the "Non-Financial Bid" should be submitted, in the form of a non-re-writable CD (Compact Disc) and placed in appropriate envelope. The CD must be duly signed by the Authorized Signatory using a "Permanent Pen/Marker" and should bear the name of the Bidder. In case of any discrepancy observed in the contents of the CDs and original paper documents, the information furnished on original paper document will prevail over the soft copy.
- 2.30.7. No change or supplemental information to a Bid will be accepted after the Bid Deadline, unless the same is requested for by UREDA/UPCL as per Clause 2.23.7.
- 2.30.8. If the outer cover envelope or Envelope I (Non-Financial Bid) or Envelope II (Financial Bid) is not closed and not transcript as per the specified requirement, UREDA will assume no responsibility for the Bid's misplacement or premature opening.

2.31. Preparation Cost

The Bidder shall be responsible for all the costs associated with the preparation of the Bid and participation in discussions and attending Pre-bid meetings, and finalization and execution of the RfP Documents, etc., UREDA/UPCL shall not be responsible in any way for such costs, regardless of the conduct or outcome of this Bid process.

2.32. Opening of Bids

Envelope I (Non-Financial Bid) and Envelope II (Financial Bid) shall be opened as per the following time schedule and at the venue where the Bids are required to be submitted, as specified in Clause 2.26, in the presence of one representative from each of such Bidders who wish to be present:

Opening of Envelope I (Non-Financial Bid): 12:30 PM (IST) on.....2013

Opening of Envelope II (Financial Bid): 11:30AM (IST) on

Or

Such other dates as may be intimated by UREDA to the Bidders.

In the event of any of above dates falling on a day which is not a working day or which is a public holiday, the Bid shall be opened on the next working day at the same venue and time.

The following information from each Bid shall be read out to all the Bidders at the time of opening of Envelope I (Non-Financial Bid) and Envelope II (Financial Bid):

- Name of the Bidder including Members of the Bidding Consortium, if applicable
- Details of the Bid Bond (applicable only for Envelope I)
- Quantum of capacity offered (applicable only for Envelope I)
- Quoted Tariff (applicable only for Envelope II)

2.33. *Right to withdraw the RfP and to reject any Bid*

This RfP may be withdrawn or cancelled by UREDA at any time without assigning any reasons thereof. UREDA further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.

2.34. *Confidentiality*

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

- a. to their professional advisors;
- b. to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities;
- c. disclosures required under applicable Law,

Provided that the Successful Bidder(s) agrees and acknowledges that UPCL may at any time, disclose the terms and conditions of the RfP and RfP Documents to any person, to the extent stipulated under the applicable Law or the Bidding Guidelines.

SECTION 3

EVALUATION CRITERIA

SECTION 3: EVALUATION CRITERIA

3.1 Bid Evaluation

The evaluation process comprises the following four steps:

- Step I – Responsiveness check
- Step II – Bid Evaluation of Non-Financial Bid
- Step III – Evaluation of Financial Bid
- Step IV – Successful Bidder(s) selection

3.1.1. STEP I – Responsiveness check

The Bid submitted by the Bidder shall be scrutinized to establish “Responsiveness”. Each Bidder’s Bid shall be checked for compliance with the submission requirements set forth in this RfP.

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

- i. Bids that are incomplete, i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution, applicable board resolutions, format for disclosure, valid Bid Bond, Consortium Agreement.
- ii. Bid not received by the due date and time
- iii. Bid having Conflict of Interest
- iv. Bid being conditional in nature
- v. Bidder submitting or participating in more than one Bid either as a Bidding Company or as a Member of Bidding Consortium
- vi. Submission of bid directly or indirectly by any of the Parent Company/Affiliate/Ultimate Parent Company of the Bidding Company or a Member of a Bidding Consortium for the same location
- vii. Non submission of Cost of Document, Processing fee and Bid Bond in acceptable form along with RfP document;
- viii. Bidder makes any misrepresentation as specified in Clause 2.23.1.

3.1.2. STEP II–Evaluation of Non-Financial Bid

Step II (Evaluation of Non-Financial Bid - Envelope I) will be carried out by Technical Appraisal Committee (TAC) as formed under Uttarakhand Solar Power Policy-2013 by considering the information furnished by Bidders as prescribed under Section 4 (Formats for Bid Submission). This step would involve evaluation of the Bid of the Bidding Company/ Bidding Consortium as per the provisions specified in Section 2 of this RfP. In

case any of the provision of section 2 is found to be not fulfilled, the non-financial bid shall be rejected.

The Bid Bonds of all Bidders, who's Bids are declared non-responsive, shall be returned and released by UREDA within fifteen (15) days after the date on which the Non-Financial Bids are opened

3.1.3. Step III - Evaluation of Financial Bid

- I. Financial Bids (Envelope II) of the Qualified Bidders shall be opened in presence of the representatives of such Qualified Bidders, who wish to be present, as per the timelines indicated in this RfP, or such other date as may be intimated by UREDA to the Bidders. The evaluation of Financial Bid shall be carried out by Technical Appraisal Committee (TAC) as formed under Uttarakhand Solar Power Policy-2013 based on the information furnished in Envelope II (Financial Bid) and shall be submitted to Project Approval Committee (PAC) for approval.
- II. The Financial Bids submitted by the Bidders shall be scrutinized to ensure conformity with the provisions of Clause 2.22.2 of this RfP. Any Bid not meeting any of the requirements as per Clause 2.22.2 of this RfP may cause the Bid to be considered "Non-responsive" at the sole decision of UREDA. Financial Bid not in conformity with the requirement of Sl. No. (ii) and (iii) of Clause 2.22.2 of this RfP shall be rejected.

3.1.4. STEP IV – Successful Bidder(s) Selection

Bids qualifying in Step III shall only be evaluated in this stage.

- I. The Bidder with the lowest Levellised Tariff for 25 years shall be declared as the Successful Bidder for the quantum of power (in KW/MW) offered by such Bidder in its Financial Bid. However the quoted tariff shall not be more than as specified by UERC (Tariff and Other Terms for Supply of Electricity from Renewable Energy Sources and non-fossil fuel based co-generating stations) Regulations, 2013.
- II. The selection process of the Successful Bidder(s) as mentioned above in Clause I shall be repeated for all the remaining Financial Bids of Qualified Bidders until the entire Requisitioned Capacity is met or until the time when the balance of the Requisitioned Capacity is less than the Minimum Bid Capacity. However the selection of successful bidders shall be on the basis of lowest quoted levellised tariff in ascending order and shall not be more than as specified by UERC.
- III. At any step in the process in Clause II above, in case the Requisitioned Capacity has not been achieved and the offered capacity of the Bidder with the lowest Levellised Tariff amongst the remaining Financial Bids is larger than the balance Requisitioned Capacity, any fraction or combination of fractions offered by such Bidder shall be considered for selection, towards meeting the Requisitioned Capacity.
- IV. The selection process shall stand completed once the Requisitioned Capacity has been achieved through the summation of the quantum offered by the Successful Bidders or

when the balance of the Requisitioned Capacity is less than the Minimum Bid Capacity i.e. less than 100 KW. However in case only one Bidder remains at any step of the selection process and the balance Requisitioned Capacity exceeds the Minimum Bid Capacity, Financial Bid(s) of such Bidder shall be considered and the selection of the Bidder shall then be at the sole discretion of UREDA.

- V. At any step during the selection of Successful Bidder(s) in accordance with Clauses I to IV above, UREDA reserve the right to increase / decrease the Requisitioned Capacity of the quantum indicated in Clause 1.1.2 as per requirement. This shall be in accordance with the consent of GoUK and UPCL.
- VI. The Letter(s) of Intent shall be issued to all such Successful Bidder(s) selected as per the provisions of this Clause 3.1.4.
- VII. There shall be no negotiation on the Levellised Quoted Tariff between UREDA/UPCL and the Bidder(s) during the process of evaluation.
- VIII. Each Successful Bidder(s) shall unconditionally accept the Lol, and record on one (1) copy of the Lol, "Accepted Unconditionally", under the signature of the authorized signatory of the Successful Bidder(s) and return such copy to UREDA within seven (7) days of issue of Lol.
- IX. If the Successful Bidder(s), to whom the Letter of Intent has been issued does not fulfill any of the conditions specified in Clauses 2.17 and 2.19, UREDA reserves the right to annul the award of the Letter of Intent of such Successful Bidder(s). Further, in such a case, the provisions of Clause 2.23.2 shall apply.
- X. UREDA, in its own discretion, has the right to reject all Bids if the Levellised Quoted Tariff is not aligned to the prevailing market prices.

SECTION 4

FORMATS FOR BID SUBMISSION

SECTION 4: FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the Bid. These formats are designed to demonstrate the Bidder's compliance with the Qualification

Requirements set forth in Clause 2.11 of Section 2 and other Bid submission requirements specified in the RfP.

- i. Format of Covering Letter (Format 4.1)
- ii. Formats for Power of Attorney (Format 4.2)
- iii. Format for the Consortium Agreement (Format 4.3)
- iv. Format for Qualification Requirement (Format 4.4)
- v. Format for Board Resolutions (Format 4.5)
- vi. Format for Bid Bond (Format 4.6)
- vii. Format for Financial Bid (Format 4.7)
- viii. Format for Disclosure (Format 4.8)
- ix. Format for Contract Performance Guarantee (Format 4.9)
- x. RfP Documents (Format 4.10)
- xi. List of Banks (Format 4.11)

A Bidder may use additional sheets to submit the information for its detailed response.

[UREDA is authorized to modify any of these formats before the issue of RfP to facilitate seeking relevant project specific details for assessing Qualification Requirements specified in the RfP or for any other reasons. Such modification shall not be construed as a change in Standard Bid Documents]

Format 4.1: Covering Letter

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

Date: _____

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

Tel.#:

Fax#:

E-mail address#

To,

Director,
Uttarakhand Renewable Energy Development Agency,
Energy Park, Industrial Area, Patelnagar, Dehradun-248001
Phone: 0135-2521553
Fax: 0135-2521386
Email: spv.uredahq@gmail.com
Website: <http://ureda.uk.gov.in>

Sub: Response to RfP for “Selection of Developer(s) for Procurement of power from aggregate capacity 30 MW Grid connected Solar PV Power Projects through Tariff Based Competitive Bidding Process under Type-I of Uttarakhand Solar Power Policy-2013” dated 20/08/2014.

Dear Madam/Sir,

We, the undersigned [*insert name of the Bidder*] having read, examined and understood in detail the RfP and RfP Documents for Selection of Developer(s) for Procurement of power from aggregate capacity 30 MW Grid connected Solar PV Power Projects through Tariff Based Competitive Bidding Process under Type-I of Uttarakhand Solar Power Policy-2013 for meeting the requirements of UPCL hereby submit our Bid comprising of Financial Bid and Non-Financial Bid. We confirm that neither we nor any of our Parent Company/ Affiliate/ Ultimate Parent Company has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RfP.

1. We give our unconditional acceptance to the RfP, dated 20/08/2014 and RfP Documents attached thereto, issued by UREDA, as amended. In token of our acceptance to the RfP Documents, the same have been initialed by us and enclosed to the Bid. We shall ensure that the Seller shall execute such RfP Documents as per the provisions of the RfP and

provisions of such RfP Documents shall be binding on us.

2. We confirm that our Bid meets the following conditions:

- a. The Scheduled Delivery Date is not later than the date specified in the RfP, subject to the provisions of the PPA.
- b. The quantum of capacity offered in our Bid is **KW/MW** (Insert total capacity offered) which is equal to or greater than the Minimum Bid Capacity. The Solar PV Project is going to be located at (insert location of project)

3. Bid Bond

We have enclosed a Bid Bond of Rs. (Insert Amount), in the form of bank guarantee no..... (Insert number of the bank guarantee) dated [Insert date of bank guarantee] as per Format 4.6 from (Insert name of bank providing Bid Bond) and valid up to.....in terms of Clause 2.13 of this RfP. The offered quantum of power by us is KW/MW (Insert total capacity offered)

4. We have submitted our Financial Bid strictly as per Format 4.7 of this RfP, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format.

5. Acceptance

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

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfill our obligations with regard to supply of power.

6. Familiarity with Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the RfP Documents, in the event of our selection as Successful Bidder(s). We further undertake and agree that all such factors as mentioned in Clause 2.24 of RfP have been fully examined and considered while submitting the Bid.

7. Contact Person

Details of the contact person are furnished as under:

Name :
Designation :
Company :
Address :
Phone Nos. :
Fax Nos. :
E-mail address:

- 8.** We are enclosing herewith the Non-Financial Bid (Envelope I) and Financial Bid (Envelope II) containing duly signed formats, each one duly closed separately, in one (1) original + one (1) copy (duly attested) and soft copy of the Non-Financial Bid in the form of non-re-writable CD (Compact Disc) as desired by you in the RfP for your consideration.
- 9.** It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RfP and subsequent communications from UREDA.
- 10.** The information submitted in our Bid is complete, strictly as per the requirements 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 Bid.
- 11.** "We undertake that we shall not submit any bid, for same location as mentioned in our Bid, in any other bid process till the time of selection of Successful Bidder(s) and issue of Lol or the termination of the process, whichever is earlier, subject to a maximum of period of one hundred and eighty (180) days from the Bid Deadline."
- 12.** *(Insert in case of incorporation of Project Company by the Bidding Company/Bidding Consortium)* We undertake that if we are selected as the Successful Bidder(s) we shall transfer all Consents, Clearances and Permits in the name of the Project Company within the period specified in the PPA, if such Consents, Clearances and Permits have been obtained in the name of a company other than the Project Company prior to the submission of our Bid.
- 13.** We confirm that the Financial Bid conform(s) to all the conditions in the RfP including:
 - a. Financial Bid is/are in the prescribed Format 4.7, and is submitted duly signed by the authorised signatory.
 - b. Financial Bid is/are unconditional.
- 14.** We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of one hundred and eighty (180) days from the Bid Deadline.
- 15.** We confirm that we have not taken any deviation so as to be deemed non-responsive with respect to the provisions stipulated in Clause 2.22, of this RfP.
- 16.** We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder(s), we agree that the same would be treated as a Seller's event of default under PPA, and consequent provisions of PPA shall apply.

17. The details are being provided as:

Sl	Particulars	Details
1	Name of Bidder	
2	Postal Address	
3	E-mail address for communication	
4	Telephone, Fax No.	
5	Name, designation & contact number of the representative of the bidder to whom all references shall be made.	
6	Nature of the bidder: Bidding company/Bidding Consortium Individual/ Partnership/ Pvt. Ltd /Public Ltd. Co. /Public Sector etc Please Attach attested copy of Registration/ Partnership deed etc.	----- -----
7	Lead member of the consortium (If bidding consortium)	
8	The quantum of capacity offered (in KW/MW)	
9	Amount and particulars of the cost of RfP, application processing fee and bid bond deposited.	
10	Total networth of the bidding company/consortium in last three financial years	
11	Has the bidding company/consortium ever been debarred by any institution for undertaking any work?	
12	Does bidding company/consortium have any relative working in UREDA? If yes state the name and designation.	

Dated the _____ day of _____, 20__

Thanking you,

Yours faithfully,

[Signature, Name and Designation Person Authorized by the board as per Clause 2.22.1iv (a)]

Format 4.2: Power of Attorney

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

POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS THAT M/s.....having its registered office at,and M/s having its registered office at, (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named (insert name of the Consortium) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws ofand having its Registered /Head Office atas our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the Bid and if required, submission of Bid against RfP (in the event selected as the qualified Bidder(s)). We also authorize the said Lead Member to undertake the following acts

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

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

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

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

Common Seal of our company.

For and on behalf of Consortium Member

M/s.....

[Signature, Name and Designation Person Authorized by the board as per Clause 2.22.1 iv (b)]
(Name Designation Place: Date :)

Accepted

(Signature, Name, Designation and Address of the person authorised by the board of the Lead Member as per Clause 2.22.1 iv (a))

Attested

(Signature of the executant)

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

Place: -----

Date: -----.

Format 4.3: 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. Foreign entities submitting Bid are required to follow the applicable law in their country)

FORM OF CONSORTIUM AGREEMENT BETWEEN
M/S....., M/S.....,
M/S..... AND M/S.....
FOR (.....)
AS PER CLAUSE 2.13

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(s) to comply with the requirements as specified in the RfP and ensure execution of the RfP Documents as may be required to be entered into with UREDA.

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

WHEREAS UPCL desired to procure power from Grid Connect Solar PV Power Projects through tariff based competitive bidding process under Type-I of Uttarakhand Solar Power Policy-2013.

WHEREAS, UREDA had invited Bids, vide RfP dated 20/08/2014 issued to..... *[Insert the name of purchaser of RfP]*

AND WHEREAS Clause 2.11.2 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 Consortium Members undertake to be liable for their respective equity investment commitment for the formation of a Project Company and undertake to submit the Contract Performance Guarantee 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 Successful Bidder(s) by UREDA, 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 Members of Consortium 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. *(Insert as applicable)* The Consortium shall be responsible to formulate a Project Company as a legal entity as per the provisions of the RfP, within fifteen (15) days of issue of Lol provided such a Project Company has not been incorporated by the Bidder prior to the submission of the Bid.

OR

The Consortium has incorporated a Project Company by the name (Insert name of the Project Company) to undertake the responsibilities and obligations for supply of power as per the provisions of the RfP Documents.

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 in the Project Company
Party 1	
Party 2	
.....	
Party n	
Total	100%

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

5. In case of any breach of any of the equity investment commitment as specified under clause 4 above by any of the Consortium Members for the formation of the Project Company, 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 Dehradun 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 Bid Bond, 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 Successful Bidder(s), the Parties to this Consortium Agreement do hereby agree that they shall furnish the Contract Performance Guarantee on behalf of the Seller in favor of UPCL, as stipulated in the RfP and PPA. The Lead Member shall be responsible for ensuring the submission of the CPG on behalf of all the Consortium Members.
11. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Successful Bidder(s), shall remain valid over the term of the PPA, unless expressly agreed to the contrary by UPCL.
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 expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Annexure-I forming integral part of this Agreement. It is further 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 supply of power envisaged in the RfP Documents.
14. 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.

15. 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 UPCL.

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 UPCL:

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

Common Seal of has been
affixed in my/our presence pursuant to the
Board of Director's resolution
dated.....

.....
(Signature)

Name:

Designation:.....

For and on behalf of Consortium Member
(party 1) M/s.....

.....
(Signature of authorized representatives)

Name:

Designation:

Place:

Date:

Witness¹:

1.

.....
(Signature)

Name

Designation.....

2.

.....
(Signature)

Name

Designation.....

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

Common Seal of has been
affixed in my/our presence pursuant to the
Board of Director's resolution dated
.....

.....
(Signature)
Name:
Designation:.....

Attested:
.....
(Signature)
(Notary Public)

Place:
Date:

For and on behalf of Consortium
Member (Party n)
M/s.....

.....
(Signature of authorized
representatives)
Name:
Designation:
Place:
Date:
Witness²:

1.
.....
(Signature)
Name
Designation.....

2.
.....
(Signature)
Name
Designation.....

² Separate witness for each Consortium Member should fill in the details.

Format4.4 (A): Qualification Requirement –Financial

[On the letter head on the Letter Head of the Bidding Company/ Lead Member]

To,

Director,
Uttarakhand Renewable Energy Development Agency,
Energy Park, Industrial Area, Patelnagar, Dehradun-248001
Phone: 0135-2521553
Fax: 0135-2521386
Email: spv.uredahq@gmail.com
Website: <http://ureda.uk.gov.in>

Dear Madam/Sir,

Sub: Response to RfP for “Selection of Developer(s) for Procurement of power from aggregate capacity 30 MW Grid connected Solar PV Power Projects through Tariff Based Competitive Bidding Process under Type-I of Uttarakhand Solar Power Policy-2013” 20/08/2014

We submit our Bid for the total capacity of **KW/MW** [Insert total offered capacity in KW/MW;] and the location of the project is [insert location of project] for which we submit details of our Qualification Requirements.

[Note: Applicable in case of Bidding Company]

We certify that the Bidding Company/Member in a Bidding Consortium [*Strike out if not applicable*] had a minimum Networth of Rs.---- crore (Rupees ----- Crore) or equivalent US\$ based on unconsolidated audited annual accounts of any of the last three (3) financial years --- --[*indicate last three financial years*] [*Strike out the financial years not applicable*]. This Networth has been calculated in accordance with instructions provided in Clause 2.10.1 of the RfP.

For the above calculations, we have considered the Networth by Bidding Company and/ or its Parent/ Affiliates for the financial year _____ as per following details:

Name of Company	Relationship with Bidding Company*	Networth (Rs. Crore)#	Financial Year
1			
2			
3			
....			
Total Networth			

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

The Networth shall be computed and evaluated on the basis of the sum total of the capacities offered by the Bidder.

[Note: Applicable in case of Bidding Consortium]

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

- i. Name of Member:
- ii. Total Networth requirement: Rs _____crores
- iii. Percentage of equity commitment by the Member____%
- iv. Networth requirement for the Member***: Rs. _____crores.

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

For the above calculations, we have considered Networth by Member in Bidding Consortium and/ or Parent/ Affiliate for financial year _____ as per following details:

Name of Company	Relationship with Member*(Parent/ Affiliate)	Networth**(Rs. Crore)
Company 1		

Total		

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

** Networth requirement to be met by a Member shall be in proportion to the equity commitment of the Member for the Project Company. The networth shall be computed and evaluated on the basis of the sum total of the capacity offered by the Bidder in its Financial Bids.

Yours faithfully

**(Signature & Name of the person Authorised
By the board)**

**(Signature and Stamp of
Chartered Accountant/ Statutory Auditor)**

Date:

Note:

Along with the above format, in a separate sheet, provide details of computation of Networth duly certified by Chartered Accountant.

Format 4.4 (B): Qualification Requirement – Technical

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

To,

Director,
Uttarakhand Renewable Energy Development Agency,
Energy Park, Industrial Area, Patelnagar, Dehradun-248001
Phone: 0135-2521553
Fax: 0135-2521386
Email: spv.uredahq@gmail.com
Website: <http://ureda.uk.gov.in>

Dear Madam/Sir,

Sub: Response to RfP for “Selection of Developer(s) for Procurement of power from aggregate capacity 30 MW Grid connected Solar PV Power Projects through Tariff Based Competitive Bidding Process under Type-I of Uttarakhand Solar Power Policy-2013” dated 20/08/2014

We hereby submit following details/documents in support of meeting the Qualification Requirements prescribed in Clause 2.10.2.

1. Technical Criteria

- i. Firm Technology tie-up/ collaborations/supply agreements with technology/ equipment suppliers.
- ii. Documentary evidence for technical ability of the company/Consortium to ensure and meet the schedule for project completion and commencement of the power supply.
- iii. Undertaking for PV modules/inverter systems to be deployed shall be compliant with applicable latest IEC standards and compliant with applicable standards as specified by Central Electricity Authority.
- iv. Undertaking document for meeting technical requirements specified by MNRE for Grid Solar Power Plant.

Note: Tie up would mean any of (i) MOU for Technology Transfer, (ii) Technology or document sale agreement, (iii) EPC Contract, (iv) Project specific assurance to support with design and construction of the plant.

2. Type of Company

The Bidder should be a Company (Bidding Company) or a Consortium of Companies (Bidding Consortium) with one of the Company acting as the Lead Member of the Bidding Consortium. Short listing of Bidders will be based on meeting the Qualification Requirement as specified below:-

- i. The Bidder should be registered companies, firms, institutions, societies, central and state govt. power generation companies and public/private sector solar power project developers and should be eligible on standalone basis or as a part of the bidding consortium.
- ii. A foreign company on standalone basis or as a member of consortium at RfP stage. But before signing of PPA it has to form an Indian Company registered under the Company Act, 1956;
- iii. Companies shortlisted in RfP can also execute the project through a Special Purpose Vehicle (SPV). However the SPV has to be formed before signing of PPA.

Limited Liability Partnerships (LLPs) are not eligible for participation.

The bidder is required to undertake to furnish evidence of meeting the above eligibility criteria in line with provisions of Clause 2.10.2.2 under the title "Financial Closure".

Yours faithfully

(Signature & Name of the person AuthorisedBy the board)

Date:

Format 4.4 (C): Qualification Requirement – Consents, Clearances and Permits

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

To,

Director,
Uttarakhand Renewable Energy Development Agency,
Energy Park, Industrial Area, Patelnagar, Dehradun-248001
Phone: 0135-2521553
Fax: 0135-2521386
Email: spv.uredahq@gmail.com
Website: <http://ureda.uk.gov.in>

Dear Madam/Sir,

Sub: Response to RfP for “Selection of Developer(s) for Procurement of power from aggregate capacity 30 MW Grid connected Solar PV Power Projects through Tariff Based Competitive Bidding Process under Type-I of Uttarakhand Solar Power Policy-2013” dated 20/08/2014

We hereby submit following details/documents in support of meeting the Qualification Requirements prescribed in Clause 2.10.3.

1. **LAND** (Requirement of land would be considered as indicated in the proposal filed with the competent authority for according No Objection Certificate (NOC) for the Project):

We declare that the total land, as indicated in the application filed with the competent authority for according No Objection Certificate, has been allotted and is in possession and the certificate by concerned and competent revenue / registration authority for allotment of the land is enclosed.

We also declare the purchase of land is in accordance with the existing land revenue rules/law of Uttarakhand (which may be amended from time to time).

In case of non-availability of land – We declare that the documentary evidence will be produced by us for the availability of land at the time of financial closure and will provide evidence that the requisite technical criteria have been fulfilled and required land for project development @ 2.5 Hectares/MW is under clear possession of the project developer. In a case under non fulfillment documentary evidence of Land will implicate the cancellation of the allotment of project and deposited CPG amount shall be forfeited.

2. Grid Connectivity

1. After selection as successful Bidder We will approach to Discom / Transco for providing connectivity for our solar PV power project of ... KW/MW proposed to be located at _____ [Insert location of the Project if being established in Uttarakhand], with the State grid at appropriate voltage level.
2. We confirm that the location of our plant will be technically feasible for the connectivity of our plant with the State grid from the Discom / Transco Substation.

3. Technology

The detail of the technology used/to be used is enclosed and as per the standards as mentioned in Annexure A.

Yours faithfully

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

Date:

Format 4.5: Board Resolution

(Format for the Board resolution to be passed)

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

1. **RESOLVED THAT** Mr/Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Response to RfP for "Selection of Developer(s) for Procurement of power from aggregate capacity 30 MW Grid connected Solar PV Power Projects through Tariff Based Competitive Bidding Process under Type-I of Uttarakhand Solar Power Policy-2013" by UPCL" in the country of India, including signing and submission of all documents and providing information / Bid to UREDA, representing us in all matters before UREDA/UPCL, and generally dealing with UREDA/UPCL in all matters in connection with our bid for the said Project. **(To be provided by the Bidding Company or the Lead Member of the Consortium)**
2. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest total equity in the Project. **(To be provided by the Bidding Company)**

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

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

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s -----[*Insert the name of other Members in the Consortium*] and Mr/Ms....., be and is hereby authorized to execute the the Consortium Agreement. Further, the RfP and RfP Project Documents have been read, examined and understood and also the Bid has been reviewed and each element of the Bid is agreed to. **(To be provided by the each Member of the Bidding Consortium including Lead Member)**

FURTHER RESOLVED THAT Mr/Ms....., be and is hereby authorized to execute the Power of Attorney in favour of the Lead Member. **(To be provided by the each Member of the Bidding Consortium except the Lead Member)**

And

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

3. **FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to M/s. (Insert name of Bidding Company/ Consortium Member(s)) to use our financial capability for meeting the Qualification Requirements for Response to RfP for “Selection of Developer(s) for Procurement of power from aggregate capacity 30 MW Grid connected Solar PV Power Projects through Tariff Based Competitive Bidding Process under Uttarakhand Solar Power Policy-2013 by UPCL” and confirm that all the equity investment obligations of M/s.....(Insert Name of Bidding Company/ Consortium Member(s)), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us. We have noted the amount of the Contract Performance Guarantee required to be submitted as per Clause 2.19 of the RfP and confirm that in the event of failure by --- M/s.....(Insert Name of Bidding Company/ Consortium Member(s)) to submit the Contract Performance Guarantee, we shall submit the Contract Performance Guarantee.
(To be passed by the Parent/Affiliate(s) whose financial credentials have been used.)

Certified true copy

(Signature, Name and stamp of Company Secretary/Director)

Notes:

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

Format 4.6: Bid Bond

FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR BID BOND

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country.)

In consideration of the (Insert name of the Bidder) submitting the Bid *inter alia* for Response to RfP for “**Selection of Developer(s) for Procurement of power from aggregate capacity 30 MW Grid connected Solar PV Power Projects through Tariff Based Competitive Bidding Process under Uttarakhand Solar Power Policy-2013**” for meeting the requirements of UPCL in response to the RfP dated 20/08/2014 issued by UREDA, (hereinafter referred to as **UREDA/UPCL**) and such UREDA/UPCL agreeing to consider the Bid of [*Insert the name of the Bidder*] as per the terms of the RfP, the(Insert name and address of the bank issuing the Bid Bond, and address of the head office) (here in after referred to as “Guarantor Bank”) hereby agrees unequivocally, irrevocably and unconditionally to pay to UREDA/UPCL or its authorized representative at Uttarakhand Renewable Energy Development Agency, Energy Park, Industrial Area, Patelnagar, Dehradun forthwith on demand in writing from UREDA/UPCL or any representative authorized by it in this behalf an amount not exceeding Rupees (Rs.....) only [*Insert amount not less than as calculated as per Clause 2.18 of RfP*], on behalf of M/s.[*Insert name of the Bidder*].

This guarantee shall be valid and binding on the Guarantor Bank up to and including (Insert date of validity of Bid Bond in accordance with Clause 2.18 of this RfP) and shall not be terminable by notice or any change in the constitution of the Guarantor Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Guarantee is restricted to Rupees (Rs.....) only. Our Guarantee shall remain in force until [Date to be inserted by UREDA/UPCL] or its authorized representative shall be entitled to invoke this Guarantee until [Insert Date, which is six (6) months after the date in the preceding sentence].

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from UREDA/UPCL or its authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to UREDA/UPCL or its authorized representative.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder or

any other person. The Guarantor Bank shall not require UREDA/UPCL or its authorized representative to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against UREDA/UPCL or its authorized representative in respect of any payment made hereunder.

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

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

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

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly, UREDA/UPCL or its authorized representative shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by UREDA/UPCL or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

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

The Guarantor Bank hereby agrees and acknowledges that UREDA/UPCL shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs (Rs..... only) and it shall remain in force until [Date to be inserted on the basis of Clause 2.18 of RfP], with an additional claim period of six(6) months thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if UREDA/UPCL or its authorized representative serves upon us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this day of at

Witness:

1.

Signature
Name and address.

2.

Signature
Name and address

Signature

Name:
Designation with Bank Stamp

Attorney as per power of attorney No.

For:

..... [Insert Name of the Bank]

Banker's Stamp and Full Address:

Dated this day of 20.....

Note: The Stamp Paper should be in the name of the Executing Bank.

Format 4.7: Financial Bid

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

Date: _____

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

Tel.#:

Fax#:

E-mail address#

To,

Director,
Uttarakhand Renewable Energy Development Agency,
Energy Park, Industrial Area, Patelnagar, Dehradun
Phone: 0135-2521553
Fax: 0135-2521386
Email: spv.uredahq@gmail.com
Website: http://ureda.uk.gov.in

Sub: Financial Bid for Response to RfP for “Selection of Developer(s) for Procurement of power from aggregate capacity 30 MW Grid connected Solar PV Power Projects through Tariff Based Competitive Bidding Process under Type-I of Uttarakhand Solar Power Policy-2013” dated 20/08/2014

Dear Madam/Sir,

We give our unconditional Financial Bid in response of this RfP and RfP Documents issued by UREDA:

S. No.	Description	
1.	Financial Bid for Technology	Solar
2.	Supply of Power under	25 years of PPA with UPCL
3.	Project Capacity in KW/MW (in words and Figures)	_____ KW/MW (_____ KW/MW)
4.	Considering Capacity Utilization Factor	_____ %
5.	Levellised Tariff Offered per kWh (Unit) of Electrical Power for 25 years	Rs.(in figures) Rupees(in words)

- Location of the Plant : _____
- Interconnection Point : _____

Dated the _____ day of _____, 20__

Thanking you,

Yours faithfully,

[Signature, Name and Designation Person Authorized by the board as per Clause 2.22.1 iv (a)]

Instructions:

- a) Bidder while computing the Quoted Tariff shall have taken into consideration the Capacity charges as well as Energy Charges depending upon the source and all escalations expected. No separate escalation shall be provided for tariffs. All the risk factors as well as escalation factors should be taken into consideration before quoting the Quoted Tariff.
- b) The Quoted Tariff in Rs./kWh shall be provided up to three (3) decimal points.
- c) The Levellised Quoted Tariff shall not be more than the rates specified by the UERC in "UERC (Tariff and Other Terms for Supply of Electricity from Renewable Energy Sources and non-fossil fuel based Co-generating Stations) Regulations, 2013".
- d) All pages of this Format shall be signed by the authorized signatory.
- e) The contents of this format shall be clearly typed.

Format 4.8: Disclosure

(On the Letter Head of Bidding Company / Each Member in a Bidding Consortium)

Disclosure

To,

**Director,
Uttarakhand Renewable Energy Development Agency,
Energy Park, Industrial Area, Patelnagar, Dehradun
Phone: 0135-2521553
Fax: 0135-2521386
Email: spv.uredahq@gmail.com
Website: <http://ureda.uk.gov.in>**

Sub: Bidders' Disclosure for Response to RfP for "Selection of Developer(s) for Procurement of power from aggregate capacity 30 MW Grid connected Solar PV Power Projects through Tariff Based Competitive Bidding Process under Type-I of Uttarakhand Solar Power Policy-2013" dated 20/08/2014

Dear Madam/Sir,

We hereby declare that our Parent, Affiliate or Ultimate Parent with which we have direct or indirect relationship are not separately participating for the same location.

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our Bid will be rejected and if LoI has been issued, the same will be cancelled and the available bank guarantees will be encashed.

Dated the _____ day of _____, 20__

Thanking you,

Yours faithfully,

[Signature, Name and Designation Person Authorized by the board]

Format 4.9: Contract Performance Guarantee

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country.)

(Note: - Total Performance Guarantee is to be submitted in 3 Nos. of Bank Guarantee in the ratio of 20%, 40% & 40% Value.)

In consideration of the[Insert name of the Successful Bidder(s) with address] agreeing to undertake the obligations under the PPA and the other RfP Documents and UREDA/UPCL (herein after referred to as **UREDA/UPCL**), agreeing to execute the RfP Documents with the Successful Bidder(s) for **“Procurement of power from aggregate capacity 30 MW Grid connected Solar PV Power Projects through Tariff Based Competitive Bidding Process under Type-I of Uttarakhand Solar Power Policy-2013” for meeting the requirements of UPCL**, the [Insert name and address of the bank issuing the guarantee and address of the head office] (hereinafter referred to as **“Guarantor Bank”**) hereby agrees unequivocally, irrevocably and unconditionally to pay to UREDA/UPCL at Uttarakhand Renewable Energy Development Agency, Energy Park, Industrial Area, Patelnagar, Dehradun forthwith on demand in writing from UREDA/UPCL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees only [Insert the amount of the bank guarantee computed on the basis of 0.5 lakhs/100KW with respect to the Contracted Capacity of UREDA/UPCL as per the terms of PPA] on behalf of M/s. [Insert name of the Successful Bidder(s)].

This guarantee shall be valid and binding on the Guarantor Bank up to and including[Insert date of validity of CPG] and shall in no event not be terminable by notice or any change in the constitution of the Bank or the term of the PPA or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. (Rs. only). Our Guarantee shall remain in force until..... [Insert the date of validity of the Guarantee as per Clause 2.19 of the RfP]. UREDA/UPCL shall be entitled to invoke this Guarantee up to six(6) months of the validity of this Guarantee by issuance of a written demand to invoke this guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from UREDA/UPCL, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to UREDA/UPCL.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by,..... [Insert name of the

Successful Bidder] and/or any other person. The Guarantor Bank shall not require UREDA/UPCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against UREDA/UPCL in respect of any payment made hereunder.

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

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

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

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

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

The Guarantor Bank hereby agrees and acknowledges that UREDA/UPCL shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. crores (Rs. crores only) and it shall remain in force until[Date to be inserted on the basis of Articleof PPA], with an additional claim period of six (6) months thereafter. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by [Insert name of the Successful Bidder/Seller]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if UREDA/UPCL serves upon us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this day of at

Witness:

1.

Signature
Name and address.

2.

Signature
Name and address

Signature

Name:
Designation with Bank Stamp

Attorney as per power of attorney No.

For:

..... [Insert Name of the Bank]

Banker's Stamp and Full Address:

Dated this day of 20.....

Notes:

The Stamp Paper should be in the name of the Executing Bank. This date shall be one (1) month after the Bid Validity.

Format 4.10: List of Banks

SCHEDULED COMMERCIAL BANKS

A. SBI AND ASSOCIATES

1. State Bank of India
2. State Bank of Bikaner & Jaipur
3. State Bank of Hyderabad
4. State Bank of Indore
5. State Bank of Mysore
6. State Bank of Patiala
7. State Bank of Travancore
8. IDBI Bank Ltd.

C. SCHEDULED FOREIGN BANKS

1. Bank of America NA
2. Bank of Tokyo Mitsubishi UFJ Ltd.
3. BNP Paribas
4. Calyon Bank
5. Citi Bank N.A.
6. Deutsche Bank A.G
7. The Hongkong and Shanghai Banking Corpn. Ltd.
8. Standard Chartered Bank
9. Societe Generale
10. Barclays Bank
11. ABN Amro Bank N.V.
12. Bank of Nova Scotia
13. Development Bank of Singapore (DBS, Bank Ltd.)

B. NATIONALISED BANKS

1. Allahabad Bank
2. Andhra Bank
3. Bank of India
4. Bank of Maharashtra
5. Canara Bank
6. Central Bank of India'
7. Corporation Bank
8. Dena Bank
9. Indian Bank
10. Indian Overseas Bank
11. Oriental Bank of Commerce
12. Punjab National Bank
13. Punjab & Sind Bank
14. Syndicate Bank
15. Union Bank of India
16. United Bank of India
17. UCO Bank
18. Vijaya Bank
19. Bank of Baroda

D. Scheduled Private Bank List

1. Federal Bank Ltd
2. ING Vysya Bank Ltd
3. Axis Bank Ltd.
4. ICICI Bank Ltd.
5. HDFC Bank Ltd.
6. Yes Bank Ltd.
7. IndusInd Bank Ltd.

[The above list is indicative and UREDA/UPCL is authorized to modify the aforesaid list of Banks as deemed fit. Such modification shall not be construed as a change in standard bidding documents.]

Format 4.10: Check List of various enclosures

Submit hard copy along with scanned Copies (in softcopy) of following documents:

S.N.	Particulars	Enclosures	
		Format	Sub-enclosures
1	Covering Letter (on the Letter Head of the Bidding Company/ Lead Member of the Bidding Consortium) as per format 4.1	1	1.1, 1.2, 1.3.....
2	Power of Attorney (on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution) as per format 4.2	2	2.1, 2.2, 2.3.....
3	Consortium Agreement (on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution) as per format 4.3	3	3.1, 3.2, 3.3.....
4	Qualification Requirement (on the Letter Head of the Bidding Company/ Lead Member of the Bidding Consortium) as per format 4.4	4	4.1, 4.2, 4.3.....
5	Board Resolution as per format 4.5	5	5.1, 5.2, 5.3.....
6	Bid Bond (on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution) as per format 4.6	6	6.1, 6.2, 6.3.....
7	Financial bid (on the Letter Head of the Bidding Company/ Lead Member of the Bidding Consortium) as per format 4.7	7	7.1, 7.2, 7.3.....
8	Disclosures (on the Letter Head of the Bidding Company/ each member in the Bidding Consortium) as per format 4.8	8	8.1, 8.2, 8.3.....
9	Cost of RfP (Demand Draft), Application Processing Fee (Demand Draft)	9	9.1, 9.2, 9.3.....
10	Other Documents which have been specified for submission in this RfP(Please specify)	10	10.1, 10.2, 10.3.....

Note: Please enclose various documents in the same order of sequence as specified above.

Dated the _____ day of _____, 20__

Thanking you,

Yours faithfully,

[Signature, Name and Designation Person Authorized by the board]

Format 4.12: Power Purchase Agreement (PPA)

(The PPA has been finalized by UPCL and if required, may be amended by UERC).

POWER PURCHASE AGREEMENT

FOR

SUPPLY OF _____ KW SOLAR POWER

FROM

GRID CONNECT SOLAR PV POWER PLANT

FOR

25 YEARS

By

[Insert Name of Successful Bidder]

With

Uttarakhand Power Corporation Ltd. (UPCL), Dehradun

TABLE OF CONTENTS

ARTICLE 1: DEFINITIONS AND INTERPRETATION.....	82
1.1. Definitions	82
1.2. Interpretation	88
ARTICLE 2: TERM OF AGREEMENT.....	91
2.1. Effective Date.....	91
2.2. Term of Agreement	91
2.3. Extension of PPA	Error! Bookmark not defined.
2.4. Early Termination	91
2.5. Survival	91
ARTICLE 3: CONDITIONS SUBSEQUENT TO BE SATISFIED BY THE SELLER / PROCURER.....	92
3.1. Satisfaction of conditions subsequent by the SPP /Seller	92
3.2. Consequences of non-fulfilment of conditions subsequent	93
3.3. Performance Bank Guarantee	93
3.4. Return of Performance Bank Guarantee	94
ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT	95
4.1 SPP's Obligations.....	95
4.2 Minimum CUF Limits	95
4.3 Grid Connectivity	95
4.4 Information regarding Interconnection Facilities	96
4.5 Purchase and sale of Contracted Capacity	97
4.6 Right to Contracted Capacity & Energy	97
4.7 Extensions of Time	97
4.8 Liquidated Damages for delay in commencement of supply of power to Procurer.....	98
4.9 Acceptance/Performance Test.....	99
ARTICLE 5: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION	100
5.1 Synchronisation, Commissioning and Commercial Operation.....	100
ARTICLE 6: DISPATCH.....	100
6.1 Dispatch.....	100
ARTICLE 7: METERING	101
7.1 Meters.....	101
ARTICLE 8: INSURANCES	103
8.1 Insurance	103
8.2 Application of Insurance Proceeds.....	103
8.3 Effect on liability of Procurer	103
ARTICLE 9: APPLICABLE TARIFF	104
ARTICLE 10: BILLING AND PAYMENT	104

10.1	General	104
10.2	Delivery and Content of Monthly Bills.....	104
10.3	Payment of Monthly Bills	105
10.4	Payment Security Mechanism	105
10.5	Third Party Sales by the Seller.....	107
10.6	Disputed Bill	108
10.7	Quarterly and Annual Reconciliation	109
10.8	Payment of Supplementary Bill.....	109
ARTICLE 11: FORCE MAJEURE.....		111
11.1	Definitions	111
11.2	Affected Party.....	111
11.3	Force Majeure	111
11.4	Force Majeure Exclusions	111
11.5	Notification of Force Majeure Event	112
11.6	Duty to Perform and Duty to Mitigate	112
11.7	Available Relief for a Force Majeure Event	112
ARTICLE 12: CHANGE IN LAW		114
12.1	Definitions	114
12.2	Relief for Change in Law	114
ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION.....		115
13.1	SPP Event of Default.....	115
13.2	Procurer Event of Default	116
13.3	Procedure for cases of SPP Event of Default.....	117
13.4	Procedure for cases of Procurer Event of Default.....	117
13.5	Termination due to Force Majeure	118
ARTICLE 14: LIABILITY AND INDEMNIFICATION		118
14.1	Indemnity	118
14.2	Procedure for claiming Indemnity.....	119
14.3	Indemnifiable Losses.....	119
14.4	Limitation on Liability	119
14.5	Duty to Mitigate	120
ARTICLE 15: ASSIGNMENTS AND CHARGES.....		120
15.1	Assignments.....	120
15.2	Permitted Charges	120
ARTICLE 16: GOVERNING LAW AND DISPUTE RESOLUTION.....		121
16.1	Governing Law	121
16.2	Amicable Settlement and Dispute Resolution.....	121
16.3	Dispute Resolution	121
16.4	Parties to Perform Obligations	122
ARTICLE 17: MISCELLANEOUS PROVISIONS		123
17.1	Amendment.....	123
17.2	Third Party Beneficiaries.....	123

17.3	Waiver.....	123
17.4	Confidentiality.....	123
17.5	Severability	123
17.6	Notices.....	124
17.7	Language.....	125
17.8	Restriction of Shareholders / Owners' Liability	125
17.9	Taxes and Duties	125
17.10	No Consequential or Indirect Losses	125
17.11	Order of priority in application	125
17.12	Independent Entity	126
17.13	Compliance with Law.....	126
	Schedule 1: Particulars of the Project.....	128
	Schedule 2: Location of Plant	130
	Schedule 3: Plant Layout	131
	Schedule 4: Site Drawing.....	132
	Schedule 5: Format for Monthly Power Bill.....	133
	Schedule 6: Parameters and Technical Limits of Supply	134
	Schedule 7: Technical Limits	136
	Schedule 8: Approvals.....	137
	Schedule 9: Testing Procedures	138
	Schedule 10: Copy of the Tariff Quoted by the Seller	139

THIS POWER PURCHASE AGREEMENT [the “Agreement”] **is made on the[Insert date] day of[Insert month] of [Insert year] at [Insert place]**

Between

M/s [Insert name of the Solar Power Producer], a company as defined in the Electricity Act 2003, having its registered office at [Insert address of the registered office of Solar Power Developer] (herein after referred to as “**Seller**” or “**Solar Power Producer or SPP**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the **FIRST PART**;

And

Uttarakhand Power Corporation Ltd., Dehradun a Company incorporated in India and registered under the Companies Act,1956, having its registered office at Urja Bhawan, Kanwali Road, Dehradun (hereinafter referred to as “**UPCL**”, or “**Procurer**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the **SECOND PART**;

Seller or “Solar power producers” and Procurer are individually referred to as ‘Party’ and collectively referred to as ‘Parties’.

WHEREAS:

- a) Uttarakhand Solar Power Policy, 2013 has been issued by Government of Uttarakhand for promoting the Solar Energy in Uttarakhand.
- b) As per Uttarakhand Solar Power Policy 2013, UREDA had initiated a competitive bidding process through issue of RfP (Request for Proposal) Document for selecting SPP for setting up of Solar PV Project (total aggregate capacity of 30 MW) for supply of solar energy for 25 years to procurer.
- c) The -----(SPP) had registered itself with UREDA and after meeting the eligibility requirements and has got selected by UREDA for the construction, operation & maintenance and supply of power from the Solar PV project of capacity ___ KW [*to be filled in on the basis of bid of the Selected Bidder*] to the Procurer in accordance with the terms of this Agreement. The details of the plant are given in Schedule –3.
- d) The [SPP or “Seller”] has provided to UREDA, Contract Performance Guarantee(s) as per format specified in RfP.
- e) The SPP has agreed to sign this Power Purchase Agreement with Procurer for sale of Solar Photovoltaic Power by the SPP to the Procurer for 25 years as per the terms and conditions of this Agreement.
- f) Procurer agree to procure Solar Photovoltaic Power up to the Contracted Capacity from the SPP as per the terms of this Agreement.
- g) The Parties hereby agree to execute this Power Purchase Agreement setting out the terms and conditions for the sale of power by SPP to Procurer.
- h) All the other RfP Project Documents will be executed by the Procurer and the Seller simultaneously with the signing of this Agreement.

Now therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows:

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, the following words and expressions shall have the respective meanings set forth herein:

“Act or Electricity Act 2003”	shall mean the Electricity Act, 2003 as amended from time to time.
“Affected Party”	means the Procurer or Seller whose performance has been affected by an event of Force Majeure.
“Affiliate”	Company shall mean a Company that, directly or indirectly, i) controls, or ii) is controlled by, or iii) is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership by one Company of at least 26% (twenty six percent) of the voting rights of the other Company;
“Agreement” or “Power Purchase Agreement” or “PPA”	shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof
“Appropriate Commission”	shall mean the CERC, or the UERC or the Joint Commission referred to in Section 83 of the Electricity Act 2003, as the case may be
“Approvals”	means the permits, clearances, licenses and consents as are listed in Schedule 8 hereto and any other statutory approvals required for generation and sale of power
“Average Pooled Purchased Cost (APPC)”	shall mean the weighted average price at which an electricity distribution company buys power from various sources.
“Bill Dispute Notice”	shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party

"Billing Period"	Shall be the calendar month ending with the Metering Date. The first Billing Period shall commence from the Commercial Operation Date and end with the Metering Date corresponding to the month in which the Commercial Operation Date occurs.
"Billing Date"	shall be the first Business Day after the Metering Date of each Billing Period.
"Business Day"	shall mean with respect to Seller and Procurer, a day other than Sunday or a statutory holiday, on which the banks remain open for business in Dehradun .
"Capacity Utilisation Factor" or "CUF"	shall mean ----% availability of the Solar PV Project at the Interconnection Point of the solar plant on Contract Year basis;
"Commercial Operation Date"	Shall mean the date on which the Plant is available for commercial operation and such date as specified in a written notice given at least ten days in advance by the Seller to UREDA / Procurer.
"Change in Law"	shall have the meaning ascribed thereto in Article 12.1 of this Agreement;
"Competent Court of Law"	shall mean any court or tribunal or any similar judicial or quasi-judicial body in Dehradun that has jurisdiction to adjudicate upon issues relating to this Agreement;
"Consultation Period"	shall mean the period of sixty (60) days or such other longer period as the Parties may agree, commencing from the date of issuance of a Seller Preliminary Default Notice or Procurer Preliminary Default Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;
"Contract Year"	shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;
"Contracted Capacity"	shall mean ----KW (AC) of Solar PV power contracted with Procurer for sale of such power by the Seller (5

	MW AC capacity means 5 MW AC output at the Interconnection point i.e. at the grid sub-station where the Project would be connected to.);
“Day”	shall mean a day, if such a day is not a Business Day, the immediately succeeding Business Day;
“Delivery Date”	shall mean the date on which the Seller commences supply of the aggregate Contracted Capacity to the Procurer;
“Dispute”	shall mean any dispute or difference of any kind between the Seller and the Procurer in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16 of this Agreement;
“Due Date”	shall mean the last day of the month provided the bill is received and acknowledged by the Procurer up to 4 th day of the month. For the bills received and acknowledged by the Procurer after 4 th , it shall be 30 th day from such date;
“Effective Date”	shall have the meaning ascribed thereto in Article 2 of this Agreement;
“Electricity Laws”	shall mean the Electricity Act, 2003 and the rules and regulations made thereunder from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission;
“Energy Accounts”	shall mean the regional energy accounts/state energy accounts as specified in the Grid Code issued by the appropriate agency for each Month (as per their prescribed methodology), including the revisions and amendments thereof;
“Event of Default”	shall mean the events as defined in Article 13 of this Agreement;
“Expiry Date”	Shall mean the date occurring Twenty Five (25) years from the date of commercial operation of the Solar PV Project;
"Force Majeure" or "Force Majeure Event"	shall have the meaning ascribed thereto in Article 11 of this Agreement;
"Grid Code" /	shall mean the Grid Code specified by the Central

“IEGC” or “State Grid Code”	Commission under Clause (h) of Sub-section (1) of Section 79 of the Electricity Act and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of Sub-section (1) of Section 86 of the Electricity Act 2003, as applicable;
“Incremental Receivables”	shall mean the amount of receivables, in excess of the amounts which have already been charged or agreed to be charged in favour of the parties by way of a legally binding agreement, executed prior to the Effective Date;
“Indian Governmental Instrumentality”	shall mean the Government of India, Government of State of Uttarakhand and any Ministry, Department, Board, Authority, Agency, Corporation, Commission under the direct or indirect control of Government of India or any of the above state Government(s) or both, any political sub-division of any of them including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India;
“Invoice” or “Bill”	shall mean either a Monthly Invoice, Monthly Bill or a Supplementary Invoice /Supplementary Bill by any of the Parties;
“Injected Energy”	Shall mean the kilowatt hours of Electricity actually fed and measured by the energy meters at the Interconnection Point in a Billing Period and certified in the SLDC / STU / CTU.
“Interconnection Facilities”	in respect of the Seller shall mean all the facilities installed by the Seller at the Solar PV Power Plant to transmit the energy to the grid.
“Interconnection Point”	shall mean interface point of renewable energy generating facility with the transmission system or distribution system which shall be line isolator on outgoing feeder on HV side of generator transformer
“Installed Capacity”	means the capacity of the Project at the generating terminal(s) and shall be equal to ----- KW.
“KV”	means Kilovolts.
“KWH”	means Kilowatt-hour.
“Late Payment Surcharge”	shall have the meaning ascribed thereto in Article 10.3.3 of this Agreement;
"Law"	shall mean in relation to this Agreement, all laws including

	Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of the Appropriate Commission;
“Letter of Credit” or “L/C”	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
"Metering Date"	for a Billing Period, means the midnight of the last Day of the calendar month.
“Metering Point”	for purposes of recording of Injected Energy located at Interconnection Point.
"Month"	shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month
“KW”	means Kilowatts.
“O & M Default”	shall mean any default on the part of the Seller for a continuous period of ninety (90) days to (i) operate and/or (ii) maintain (in accordance with Prudent Utility Practices).
"Party" and "Parties"	shall have the meaning ascribed thereto in the recital to this Agreement;
“Payment Security Mechanism”	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
“Preliminary Default Notice”	shall have the meaning ascribed thereto in Article 13 of this Agreement;
“Project”	Shall mean the ...as detailed underof this Agreement.
"Project Site"	means any and all parcels of real property, rights-of-way, easements and access roads related to the Plant.
"Prudent Utility	means those practices, methods, techniques and standards,

Practices"	that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturers' operation and maintenance guidelines.
"RBI"	shall mean the Reserve Bank of India;
"Rebate"	shall have the same meaning as ascribed thereto in Article 10.3.4 of this Agreement;
Regulations	Shall mean the Uttarakhand Electricity Regulatory Commission (Tariff and Other Terms for Supply of Electricity from Renewable Energy Sources and non-fossil fuel based co-generating stations) Regulations, 2013 as amended from time to time.
"RPC"	shall mean the relevant Regional Power Committee established by the Government of India for a specific region in accordance with the Electricity Act, 2003 for facilitating integrated operation of the power system in that region;
"Rupees", "Rs." Or "₹"	shall mean Indian rupees, the lawful currency of India;
"Scheduled Commercial Operation Date" or "Scheduled COD"	shall be a date, -----(to be filled as per bid documents) months from the Effective Date, when the Solar PV Project is required to be commissioned as per the terms and conditions of the PPA;
"SERC"	shall mean the Electricity Regulatory Commission of any State in India constituted under Section 82 of the Electricity Act, 2003 or its successors, and includes a Joint Commission constituted under Sub-section (1) of Section 83 of the Electricity Act 2003;
"SLDC"	State Load Dispatch Center as Constituted under Section 31 of Electricity Act 2003.
"SLDC Charges"	shall mean the charges levied by any of the relevant SLDCs on the Procurer;

“Solar Photovoltaic” or “Solar PV”	shall mean the solar power project that uses sunlight for direct conversion into electricity and that is being set up by the Seller(s) to provide Solar Power to the Procurer;
“Solar Power”	shall mean power generated from the Solar PV Project;
“State Transmission Utility” or “STU”	Means State Transmission Utility as notified by the Government of the State for electricity transmission.
“Tariff”	Shall have the same meaning as provided for in Article 9 of this Agreement; As quoted by the Seller though competitive bidding and as attached in Schedule 10 of this Agreement
"Tariff Payments"	shall mean the payments to be made under Monthly Bills as referred to in Article 10;
“Technical Limits”	means the limits and constraints described in Schedule 6, relating to the operations, maintenance and dispatch of the Project.
“Term of Agreement”	shall have the meaning ascribed thereto in Article 2 of this Agreement;
“Termination Notice”	shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement;
“Voltage Injection”	means the voltage at which the Electricity generated by the Project is required to be injected to the STU / CTU / Discom and shall be _____ KV. (To be decided in consultation with STU / CTU / Discom)
"Week"	shall mean a calendar week commencing from 00:00 hours of Monday, and ending at 24:00 hours of the following Sunday;

1.2. Interpretation

Save where the contrary is indicated, any reference in this Agreement to:

- 1.2.1 “Agreement” shall be construed as including a reference to its Schedules and/or Appendices and/or Annexure(s);

- 1.2.2 An "Article", a "Recital", a "Schedule" and a "paragraph / clause" shall be construed as a reference to an Article, a Recital, a Schedule and a paragraph/clause respectively of this Agreement;
- 1.2.3 A "crore" means a reference to ten million (10,000,000) and a "lakh" means a reference to one tenth of a million (100,000);
- 1.2.4 An "encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;
- 1.2.5 "Indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 1.2.6 A "person" shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;
- 1.2.7 "Rupee", "Rupees" or "Rs." shall denote Indian Rupees, the lawful currency of India;
- 1.2.8 The "winding-up", "dissolution", "insolvency", or "reorganization" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the Law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;
- 1.2.9 Words importing the singular shall include the plural and vice versa;
- 1.2.10 This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, replaced or supplemented only if agreed to between the parties;
- 1.2.11 A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time;
- 1.2.12 A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time;
- 1.2.13 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the

parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part;

- 1.2.14 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement;
- 1.2.15 All interest, if applicable and payable under this Agreement, shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty five (365) days;
- 1.2.16 The words “hereof” or “herein”, if and when used in this Agreement shall mean a reference to this Agreement;
- 1.2.17 The terms “including” or “including without limitation” shall mean that any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;
- 1.2.18 In the event of any inconsistency between this Agreement and GoUK’s Solar Policy read with RfP document, the later shall prevail upon.

ARTICLE 2: TERM OF AGREEMENT

2.1. Effective Date

2.1.1 This Agreement shall be deemed to have come into force with effect from the date of signing of this agreement and shall remain in full force from the date of commissioning of last unit of the Solar PV Plant from which solar power is committed to be supplied under this Agreement and such date shall be referred to as the Effective Date.

2.2. Term of Agreement

2.2.1 This Agreement subject to Article 2.3 and 2.4 shall be valid for a term from the Effective Date until the Expiry Date.

2.3. Early Termination

2.3.1 This Agreement shall terminate before the Expiry Date:

- i. if either Seller or all the Procurer (jointly) terminates this Agreement, pursuant to Article 13 (Events of Default and Termination), of this Agreement; or
- ii. in such other circumstances as the Seller or all the Procurer (jointly) may agree, in writing;

2.4. Survival

2.5.1. The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive liquidated damages as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under, Article 11 (Force Majeure), Article 13 (Events of Default and Termination), Article 14 (Liability and Indemnification), Article 16 (Governing Law and Dispute Resolution), Article 17 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.

ARTICLE 3: CONDITIONS SUBSEQUENT TO BE SATISFIED BY THE SELLER / PROCURER

3.1. Satisfaction of conditions subsequent by the SPP /Seller

3.1.1 The SPP agrees and undertakes to duly perform and complete all of the following activities at the SPP's own cost and risk within two hundred ten (210) days from the Date of issue of Signing of PPA, unless such completion is affected by any Force Majeure event, or if any of the activities is specifically waived in writing by UREDA:

- a) The SPP/Seller shall have acquired land and taken possession of the total land required for the Solar PV Project or will acquired total land required for within two hundred ten (210) days of signing of PPA.
- b) The SPP/Seller shall have obtained all Consents, Clearances and Permits required for supply of power to the Procurer(s) as per the terms of this Agreement. In case a Project Company is incorporated and the Consents, Clearances and Permits have been obtained in the name of a company other than the Project Company, all such Consents, Clearances and Permits shall have been transferred in the name of such Project Company;
- c) The SPP shall have achieved Financial Closure and has provided a certificate to UREDA from the lead banker to this effect;
- d) The SPP shall have sent a written notice to UREDA and Procurer indicating the Installed Capacity for the Power Project expressed in KW;
- e) The SPP shall have signed a Transmission Agreement with STU/ DISCOM confirming the evacuation and connectivity of Transmission system with their Power Project switchyard.
- f) [To be included if the Seller opts for substitution rights of the Lender(s)] The Seller shall have provided an irrevocable letter to the Lenders duly accepting and acknowledging the rights provided to the Lenders under the terms of this Agreement and all other RfP Documents;
- g) The SPP shall have fulfilled the Qualifying requirements according to criteria mentioned in RfP Clause 2.10 for "Selection of Developer(s) for Procurement of power from aggregate capacity 30 MW Grid connected Solar PV Power Projects through Tariff Based Competitive Bidding Process under Uttarakhand Solar Power Policy-2013" for meeting the requirements of UPCL and produce the documentary evidence for same.
- h) The SPP shall have submitted to UREDA the relevant documents as stated above, complying with the conditions subsequent, within two hundred ten (210) days.

3.2. Consequences of non-fulfilment of conditions subsequent

3.2.1 In case of failure to submit the documents to UREDA within timeframe the provision of RfP as mentioned below shall apply:

a. Delay up to One (1) month:

In case the commissioning of project is delayed or the developer is not able to meet the timelines as mentioned above then the Project Developer shall pay to UREDA the **Liquidated Damages (LD)** at the rate of **Rs. 1,000/- per 100 KW per day** of delay. LD shall be payable on weekly basis and in advance before commencement of the week starting on Monday and shall be paid in the form of DD/Pay order payable to UREDA at Dehradun.

On non-submission of the above mentioned amount UREDA shall have the right to invoke the Bank Guarantees submitted by the developer.

b. Delay above One (1) month:

For not achieving Commissioning / Schedule Delivery Date or not achieving the timelines mentioned above UREDA / Procurer shall encash the Bank Guarantee (BG) in the following manner:

- i. Delay up to two (2) months - 20% of the total Performance bank guarantee.
- ii. Delay of more than two (2) months and up to three (3) months - 40% of the total Performance Bank Guarantee in addition to BG in clause-i above.
- iii. Delay of more than three (3) months and up to four (4) months - the remaining Performance Bank Guarantees in addition to BG in clause-i and ii above.

Delay in the timelines for over and above four (4) months from respective task will lead to create the necessary grounds for UREDA / UPCL for termination of Lol / PPA.

3.2.2 For the avoidance of doubt, it is clarified that this Article shall survive the termination of this Agreement.

3.2.3 In case of inability of the SPP to fulfill any one or more of the conditions specified in Article 3.1 due to any Force Majeure event, the time period for fulfillment of the Conditions Subsequent as mentioned in Article 3.1, shall be extended for the period of such Force Majeure event.

3.2.4 Provided that due to the provisions of this Article 3.2, any increase in the time period for completion of conditions subsequent mentioned under Article 3.1, shall also lead to an equal extension in the Scheduled Commissioning Date.

3.3. Contract Performance Guarantee

3.3.1 The Contract Performance Bank Guarantee has been submitted by SPP within 15 days

of issue of Lol for guaranteeing the commencement and continuity of the supply of power up to the Contracted Capacity within the time specified in this Agreement.

3.3.2 If the SPP fails to commence supply of power from the Scheduled Commissioning Date specified in this Agreement, subject to conditions mentioned in Article 4.5, UREDA shall have the right to encash the Contract Performance Bank Guarantee without prejudice to the other rights of UREDA under this Agreement.

3.4. Return of Contract Performance Bank Guarantee

3.4.1 Subject to Article 3.3, UREDA shall return / release the Contract Performance Bank Guarantee three (3) months after the Commissioning Date.

3.4.2 The return / release of the Contract Performance Bank Guarantee shall be without prejudice to other rights of UREDA under this Agreement.

ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT

4.1 SPP's Obligations

4.1.1 The SPP undertakes to be responsible, at SPP's own cost and risk, for:

- a) Obtaining all Consents, Clearances and Permits other than those obtained under Article 3.1.1 and maintaining all Consents, Clearances and Permits in full force and effect during the Term of this Agreement; and
- b) Designing, constructing, erecting, commissioning, completing and testing the Power Project in accordance with the applicable Law, the State Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices.
- c) The commencement of supply of power up to the Contracted Capacity to Procurer later than the Scheduled Commissioning Date; and continuance of supply of Power throughout the term of agreement; and.
- d) Connecting the Power Project switchyard with the STU/ DISCOM Transmission Lines at the interconnection point; and
- e) Owning the Power Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 15;
- f) Maintaining its controlling shareholding prevalent at the time of signing of PPA up to a period of one (1) year after Commercial operational Date; and
- g) Fulfilling all obligations undertaken by the SPP under this Agreement.

4.2 Minimum CUF Limits

2.7.6. The Projects developed on solar PV technology should have a minimum CUF of 19% in any given contract year. In case the developers fail to supply energy pertaining to minimum CUF in a contract year then the developer shall pay a penalty equal to 10% of the project tariff to the Procurer, for such shortfall in units.

4.3 Grid Connectivity

4.3.1 The grid connectivity and associated evacuation facilities from the solar power plant substation/switchyard to distribution/transmission system "feed in substation" will be provided in accordance with UERC (Terms and Conditions of Intra-State Open Access) Regulations, 2010 and UERC (Tariff and Other Terms for Supply of Electricity from Renewable Energy Sources and non-fossil fuel based Co-generating Stations) Regulations, 2013, as amended from time to time.

- 4.3.2 The responsibility of getting connectivity with the transmission system owned by the Discom/STU will lie with the Project Developer. The cost of the transmission line up to the “feed in substation” viz the point of interconnection where the metering is done shall be borne by the Solar Project Developer. This transmission line shall be constructed by the STU or Discom, whoever owns the feed in substation. However the entire cost of transmission including cost of construction of line, wheeling charges, losses etc. will be borne by the Project Developer and will not be met by the STU/Discom.
- 4.3.3 Seller shall be responsible for the Operation and maintenance of dedicated transmission line up to the point of connectivity. Such arrangement shall be as per the regulations specified by the UERC, as amended from time to time.
- 4.3.4 Construction and operation/maintenance of evacuation system associated with plants shall be the responsibility of generating company.
- 4.3.5 The Interconnection /Metering Point shall be located at the substation of Transco / Discom, and generating company shall bear the cost for construction of interconnection / metering facilities upto the point of connectivity.
- 4.3.6 Power from the Generating Company shall be transmitted at 33/11 KV voltage and to the nearest 33/11 KV Grid connecting line/Substation at owned, maintained and to be operated by UPCL/STU.
- 4.3.7 The cost of laying the dedicated transmission line from the Generating Company to the nearest 33/11 KV Grid connecting line/Substation owned, maintained and to be operated by UPCL/STU, the required bay, terminal equipments and associated synchronization equipments, etc shall be borne as per clause 39 (2) of UERC regulation 2013.
- 4.3.8 Technical standards for construction of electrical lines and connectivity with the grid shall be as per clause 39 (1) of UERC regulation 2013.
- 4.3.9 Maintenance of terminal equipment at the generating end and the dedicated transmission line owned by such generating station shall be governed by clause 40 of UERC regulation 2013.
- 4.3.10 The Generating Company shall own, install, operate, and maintain the Generating Company equipments and associated dedicated transmission line described in Annexure I. The Generating Company shall follow such operating procedures on its side of the electric interconnection with UPCL/STU system, as are consistent with applicable laws, rules and regulations, the terms and conditions of this Agreement, provisions of the SGC, and other related guidelines, if any, issued by UERC, SLDC, UPCL.
- 4.3.11 The Solar PV Project shall be connected to the nearest 33/11 KV or above substation at appropriate voltage level.

4.4 Information regarding Interconnection Facilities

- 4.4.1 The SPP shall be required to obtain all information with regard to the

Interconnection Facilities as is reasonably necessary to enable it to design, install and operate all interconnection plant and apparatus on both sides i.e. transmission side (Discom / Transco side) and SPP's side (power plant side) of the interconnection Point to enable delivery of electricity to interconnection point.

4.5 Purchase and sale of Contracted Capacity

4.5.1 Subject to the terms and conditions of this Agreement, the SPP undertakes to sell to Procurer and Procurer undertakes to pay Tariff for all the energy supplied at the Delivery corresponding to Contracted Capacity.

4.6 Right to Contracted Capacity & Energy

4.6.1 Procurer, at any time during a Contract Year, shall not be obliged to purchase any additional energy from the SPP beyond Million kWh (MU). If during any contract year, it is found that SPP has not been able to generate minimum energy --- Million kWh (MU) on account of solely attributable to SPP, the non-compliance by SPP shall pay such compensation to procurer.

4.7 Extensions of Time

4.7.1 In the event that the SPP is prevented from performing its obligations under Article 4.1 by the Scheduled Commissioning Date due to:

- a) any STU/Procurer Event of Default; or
- b) Force Majeure Events affecting STU/Procurer, or
- c) Force Majeure Events affecting the SPP,

the Scheduled Commissioning Date and the Expiry Date shall be deferred, subject to the limit prescribed in Article 4.7.2, for a reasonable period but not less than 'day for day' basis, to permit the SPP or STU/Procurer through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the SPP or Procurer, or till such time such Event of Default is rectified by STU/Procurer.

4.7.2 Subject to Article 4.7.6, in case of extension occurring due to reasons specified in Article 4.7.1(a), any of the dates specified therein can be extended, subject to the condition that the Scheduled Commissioning Date would not be extended by more than six (6) Months.

4.7.3 In case of extension due to reasons specified in Article 4.7.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of three (3) months any of the Parties may choose to terminate the Agreement as per the provisions of Article 13.5.

4.7.4 If the Parties have not agreed, within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on the time period by which the Scheduled Commissioning Date or the Expiry Date should be deferred by, any Party may raise the Dispute to be resolved in accordance with Article 16.

4.7.5 As a result of such extension, the Scheduled Commissioning Date and the Expiry Date newly determined shall be deemed to be the Scheduled Commissioning Date and the Expiry Date for the purposes of this Agreement.

4.8 Liquidated Damages for delay in commencement of supply of power to Procurer

4.8.1 If the SPP is unable to commence supply of power to **Procurer** by the Scheduled Commissioning Date other than for the reasons specified in Article 4.7.1, the SPP shall pay to **UREDA**, Liquidated Damages for the delay in such commencement of supply of power and making the Contracted Capacity available for dispatch by the Scheduled Commissioning Date as per following:

a. Delay up to One (1) month:

In case the commissioning of project is delayed or the developer is not able to meet the timelines as mentioned above then the Project Developer shall pay to UREDA the **Liquidated Damages (LD)** at the rate of **Rs.1,000/- per 100 KW per day** of delay. LD shall be payable on weekly basis and in advance before commencement of the week starting on Monday and shall be paid in the form of DD/Pay order payable to UREDA at Dehradun.

On non-submission of the above mentioned amount UREDA shall have the right to invoke the Bank Guarantees submitted by the developer.

b. Delay above One (1) month:

For not achieving Commissioning / Schedule Delivery Date or not achieving the timelines mentioned above UREDA / Procurer shall encash the Bank Guarantee (BG) in the following manner:

- i. Delay up to two (2) months - 20% of the total Performance bank guarantee.
- ii. Delay of more than two (2) months and up to three (3) months - 40% of the total Performance Bank Guarantee in addition to BG in clause-i above.
- iii. Delay of more than three (3) months and up to four (4) months - the remaining Performance Bank Guarantees in addition to BG in clause-i and ii above.

Delay in the timelines for over and above four (4) months from respective task will lead to create the necessary grounds for UREDA for termination of this PPA.

4.8.2 The maximum time period allowed for commissioning of the Project with payment of Liquidated Damages and encashment of Performance Bank Guarantee shall be limited to 22 months from the date of signing of this agreement it shall be considered as an SPP Event of Default and provision of article shall apply and PPA will be terminated and the Project shall be removed from the list of selected projects.

4.8.3 If the SPP fails to pay the amount of liquidated damages within the period of ten (10) days as specified in Article 4.8.1, UREDA shall be entitled to recover the said amount of

the liquidated damages by invoking the Contract Performance Bank Guarantee. If existing Contract Performance Bank Guarantee is for an amount which is less than the amount of the liquidated damages payable by the SPP to UREDA under this Article 4.8, then the SPP shall be liable to forthwith pay the balance amount within ten (10) days of the invocation of the Contract Performance Bank Guarantee by UREDA.

4.9 Acceptance/Performance Test

- 4.9.1 Prior to synchronization of the Power Project, the SPP shall be required to get the Project certified for the requisite acceptance/performance test as may be laid down by an agency identified by the UPCL to carry out testing and certification for the solar power projects.

ARTICLE 5: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION

5.1 Synchronisation, Commissioning and Commercial Operation

- 5.1.1 The SPP shall give SLDC and Procurer and UREDA at least sixty (60) days advanced preliminary written notice and at least thirty (30) days advanced final written notice, of the date on which it intends to synchronise the Power Project to the Grid System.
- 5.1.2 Subject to Article 5.1.1, the Power Project may be synchronized by the SPP to the Grid System when it meets all the connection conditions prescribed in Uttarakhand Grid Code on/and other relevant regulations of UERC then in effect and otherwise meets all other Indian/State legal requirements for synchronization to the Grid System.
- 5.1.3 The synchronization equipment shall be installed by the SPP at its generation facility of the Power Project at its own cost. The SPP shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted by the head of the concerned sub-station/Grid System of Transco / Discom and checking/verification is made by the concerned Transco and Discoms Authorities of the Grid System.
- 5.1.4 The SPP shall immediately after each synchronization /tripping of generator, inform the sub-station of the Grid System to which the Power Project is electrically connected in accordance with State Grid Code.
- 5.1.5 The SPP shall commission the project within 18 months for----- KW power plant.

ARTICLE 6: DISPATCH

6.1 Dispatch

- 6.1.1 The Power Project shall be required to maintain compliance to the applicable Grid Code requirements and directions, if any, as specified by SLDC from time to time.

ARTICLE 7: METERING

7. Meters

- 7.1 The Generating Company shall supply two identical sets of ABT and AMR compliant meters, having data recording memory of at least 35 days, with the facility for downloading data to measure the quantity and time details of the Power exported from and imported by the Generating Company, conforming to the specifications approved by UPCL, along with all necessary associated equipments. These meters shall be installed and maintained by UPCL. These meters shall be installed at the interconnection point. One set of export/import meters shall be termed as Bill Meter and other set will serve as the Check Meter. The complete metering system consisting of meters, Current Transformers & Potential Transformers shall conform to the technical standards, accuracy and calibration requirements of the Indian Electricity Rules and the specifications of the Bureau of Indian Standard and CEA (Installation & Operation of Meters) Regulation, 2006.
- 7.2 The joint meter readings shall be recorded in the format given in Annexure V & VI.
- 7.3 The Meter/Metering system shall be properly sealed and made pilfer proof, to the satisfaction of both parties conforming to the guidelines of CEA for installation of meters.
- 7.4 UPCL shall test all the metering equipment for accuracy, in the presence of a representative of the Generating Company, after every six months while the agreement is in force, either party may, however, elect to get the meters tested at any time they so desire, at their own cost, in the presence of the other party. These meters shall be tested at average power factor of the generating company at test Lab of UPCL, Dehradun.
- 7.5 UPCL's designated representative and the representative of the Generating Company shall jointly certify the meter test results. After every testing all metering equipment and the Metering system shall be securely sealed jointly by the representatives of UPCL and the Generating Company.
- 7.6 The reading and testing of meters and associated equipment shall be in accordance with accepted good engineering practices in the electricity industry.
- 7.7 Calibration, inspection and testing of meters and the associated equipment shall be the responsibility of UPCL who shall bear the related costs.
- 7.8 Meter readings shall be taken jointly by parties as per the annexure V and VI.
- 7.9 The reading/MRI report of the Bill Meter shall form the basis for the energy account, provided that the magnitude (i.e. absolute value) of the difference between the Check and Bill Meter reading is within 1 % of the Bill Meter reading.

- 7.10 If in any month the readings of the Bill Meter and Check Meter are found to be doubtful or beyond the permissible 1 % deviation indicated above, both sets of meters shall be checked and calibrated in the presence of authorized representatives of both the parties. Corrections shall be made, if required, on the basis of the error detected during this process, in the Monthly Bill for the period between the previous meter readings and the date and time from which accurate readings become available through replacement or re-calibration. These corrections shall be full and final for the Bill of that month.
- 7.11 During the period of checking and calibration of both meters simultaneously another export and import meter duly calibrated would be installed by UPCL. For this purpose, one spare set of meters would be required to be available with the Generating Company at all times.
- 7.12 The Cost of Replacement of Damaged/Burned Meter shall be borne by the generating company, in case bill meter or check meter or both get Damaged/Burned for whatsoever reason.
- 7.13 If the Bill Meter is found to be defective, and the Check meter is found to be accurate then the reading from the latter shall be used for billing purpose and the Bill meters would be re-calibrated and re-installed or replaced by duly tested and calibrated meters, as necessary. Where error in the Check Meter is indicated beyond permissible limit but there is no error in the Bill Meter, Monthly energy account would be prepared on the basis of the Bill Meter reading and the Check Meter shall be immediately re-calibrated and re-installed or replaced as necessary. If both meters are found to be defective, then the Bill will be revised on the basis of the inaccuracy discovered in the testing. The M.R.I. document from the meters shall be considered as authentic document for verification.
- 7.14 Metering at generating terminal of each unit of the Generating Company shall be ensured as per the guidelines of the CEA.

ARTICLE 8: INSURANCES

8.1 Insurance

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

8.2 Application of Insurance Proceeds

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

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

8.3 Effect on liability of Procurer

8.3.1 Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the SPP can claim compensation, under any Insurance shall not be charged to or payable by Procurer.

ARTICLE 9: APPLICABLE TARIFF

9.1.1 The SPP shall be entitled to receive a Tariff of Rs...../kWh [Insert as applicable] for the energy supplied at the Metering Point during a Contract Year pertaining to the Contracted Capacity.

ARTICLE 10: BILLING AND PAYMENT

10.1 General

10.1.1 From the commencement of supply of power by the Seller, the Procurer shall pay to the Seller the monthly Tariff Payments, on or before the Due Date, in accordance with Tariff as specified in this Article 9 and Schedule 10. All Tariff Payments by the Procurer shall be in Indian Rupees.

10.2 Delivery and Content of Monthly Bills

10.2.1 The Seller shall issue to Procurer a signed Monthly Bill for the immediately preceding Month not later than ten (10) days of the next Month. In case the Monthly Bill for the immediately preceding Month issued after ten (10) days of the next Month, the Due Date for payment of such Monthly Bill shall be extended by thirty (30) days.

Provided that:

- a. if the date of commencement of supply of power falls during the period between the first (1st) day and up to and including the fifteenth (15th) day of a Month, the first Monthly Bill shall be issued for the period until the last day of such Month, or
- b. if, the date of commencement of supply of power falls after the fifteenth (15th) day of a Month, the first Monthly Bill shall be issued for the period commencing from the Delivery Date until the last day of the immediately following Month.

Provided further that if a Monthly Bill is received on or before the second (2nd) day of a Month, it shall be deemed to have been received on the second (2nd) Business Day of such Month.

10.2.2 The Monthly Bill prepared as detailed in Schedule 5 of the PPA, shall include the following;

- i) Provisional Bill for Solar PV power supplied in the immediately preceding Month;
 - (a) Adjustments against the Provisional Bill(s) based on Energy Accounts for the Solar PV power supplied in the Month(s) preceding to the previous month(s);

(b) Any other adjustments to cover changes in open access related charges and any other prior-period adjustments;

- 2 Late Payment Surcharge, if any; and
- 3 Taxes, Duties, Levies etc as applicable.

10.3 Payment of Monthly Bills

10.3.1 The Procurer shall pay the amount payable under the Monthly Bill on the Due Date to such account of the Seller, as shall have been previously notified to the Procurer in accordance with Article 10.3.2 below.

10.3.2 The Seller shall open a bank account at Dehradun, Uttarakhand ("Seller's Designated Account") for all Tariff Payments be made by the Procurer to the Seller, and notify the Procurer of the details of such account at least ninety (90) Days before the dispatch of the first Monthly Bill. The Procurer shall also designate a bank account at Dehradun (the "Procurer's Designated Account") for payments to be made by the Seller to the Procurer, if any, and notify the Seller of the details of such account ninety (90) days before the dispatch of the first Monthly Bill. The Seller and the Procurer shall instruct their respective bankers to make all payments under this Agreement to the Procurer's Designated Account or the Seller's Designated Account, as the case may be, and shall notify either Party of such instructions on the same day.

10.3.3 Late Payment Surcharge

In the event of delay in payment of a Monthly Bill by the Procurer sixty (60) days beyond its due date, a Late Payment Surcharge shall be payable by the Procurer to the Seller at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis. The Late Payment Surcharge shall be claimed by the Seller through the next Monthly Bill.

10.3.4 Rebate

For payment of any Bill within due date, the following Rebate shall be paid by the Seller to the Procurer in the following manner.

- a) A Rebate of 2% shall be payable to the Procurer for the payments made in full within 07 Working Day of receipt of the Bill by the Procurer.
- b) For payment of Bill within 30 Working Days, a rebate of 1% shall be allowed for the payments made in full.
- c) No Rebate shall be payable on the Bills raised on account of taxes, duties and cess etc.

10.4 Payment Security Mechanism

Letter of Credit (LC):

- 10.4.1 The Procurer shall provide to the Seller, in respect of payment of its Monthly Bills, an unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), opened and maintained by the Procurer, which may be drawn upon by the Seller in accordance with this Article. The Procurer shall provide to the Seller draft of the Letter of Credit proposed to be provided to the Seller two (2) months before the Scheduled Commissioning Date.
- 10.4.2 Not later than one (1) month before the start of supply, the Procurer shall through a scheduled bank at Dehradun open a Letter of Credit in favour of the Seller, to be made operative at least 15 days prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) months and shall be reviewed every year, in the month of January and revised w.e.f. April for an amount equal to:
- i) for the first Contract Year, equal to the estimated average monthly billing;
 - ii) for each subsequent Contract Year, equal to the one point one (1.1) times the average of the monthly Tariff Payments of the previous Contract Year.
- 10.4.3 Provided that the Seller shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill, and shall not make more than one drawal in a Month.
- 10.4.4 Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 10.4.2 due to any reason whatsoever, the Procurer shall restore such shortfall within seven (7) days.
- 10.4.5 The Procurer shall cause the scheduled bank issuing the Letter of Credit to intimate the Seller, in writing regarding establishing of such irrevocable Letter of Credit.
- 10.4.6 The Procurer shall ensure that the Letter of Credit shall be renewed not later than thirty (30) days prior to its expiry.
- 10.4.7 All costs relating to opening, maintenance of the Letter of Credit shall be borne by the Procurer.
- 10.4.8 If, the Procurer fails to pay a Monthly Bill or part thereof within and including the Due Date, then, subject to Article 10.4.6, the Seller may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from the Procurer, an amount equal to such Monthly Bill or part thereof, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:
- i) a copy of the Monthly Bill which has remained unpaid by the Procurer;
 - ii) a certificate from the Seller to the effect that the bill at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date;

10.4.9 Collateral Arrangement

As a further support for the Procurer' obligations, on or prior to the Effective Date, the

Procurer and the Seller shall execute Default Escrow Agreement (referred as “Default Escrow Agreement”) for the establishment and operation of the Default Escrow Account in favor of the Seller, through which the revenues of the Procurer shall be routed and used as per the terms of the Default Escrow Agreement. The Procurer and the Seller shall contemporaneously with the execution of the Default Escrow Agreement enter into the Agreement to Hypothecate Cum Deed of Hypothecation, whereby the Procurer shall agree to hypothecate, Incremental Receivables to the extent as required for the Letter of Credit as per Article 10.4.2. The Default Escrow Agreement and the Agreement to Hypothecate Cum Deed of Hypothecation are collectively referred to as the “Collateral Arrangement”.

Provided that the Procurer shall ensure that the Seller shall have first ranking charge on the Receivables in accordance with the terms of the Agreement to Hypothecate Cum Deed of Hypothecation.

10.4.10 The Default Escrow would come into operation if,

- i) The Letter of Credit is not recouped by the Procurer to its required value by the 29th day of its operation;
- ii) The Seller is unable to draw on the Letter of Credit on the Due Date, if the Procurer fail to pay by the Due Date.

10.5 Third Party Sales by the Seller

10.5.1 Notwithstanding anything to the contrary contained in this Agreement, upon the occurrence of any of the following event(s), the Seller shall be entitled to regulate power supply of Solar PV power;

- i) Default in making payment by the 30th day from the Due Date,
- ii) Non-recoument of LC by the 30th day of its operation.
- iii) Non-availability of LC for operation and for its required value by the 30th day of the Due Date.

10.5.2 The Seller shall issue the Notice for Regulation of Power Supply on the date above and shall give a notice of 7 days to start the regulation on the 8th day.

10.5.3 Regulation of Power Supply would be on pro-rata basis i.e., in the ratio of amount due and unpaid to total amount due against the relevant Monthly Bill. In case of shortfall in amount of LC available, the right to regulate shall be in the ratio of shortfall in LC maintained /available to the total amount of LC required.

10.5.4 In order to avoid any doubts, it is illustrated that:

- i) In the event of a bill amounting to Rs. 5 Crore is unpaid to the extent of Rs. 2 Crore, The Seller would have a right to regulate and sell Procurer’s allocation of the power to third parties to the extent of 40% (i.e. 2/5x100).

- ii) If LC required to be opened/ maintained by Procurer is to the extent of Rs. 5 Crore and LC opened/maintained/available is to the extent of Rs. 3 Crore only i.e. LC available is short by Rs. 2 Crore, The Seller would have a right to regulate and sell Procurer' allocation of power to third parties to the extent of 40% (i.e.. 2/5x100).

10.5.5 The Seller shall have the right to divert the Solar PV power or part thereof and sell it to any third party namely;

- i) Any consumer, subject to applicable Law; or
- ii) Any licensee under the Act;

The Seller shall request SLDC to divert such power to third party, as it may consider appropriate.

10.5.6 Provided that in case of sale to third party, the procurer shall pay for the energy so sold to third party but the seller shall pay the full amount received from the third party sale to the procurer.

10.5.7 Sales to any third party shall cease and regular supply of electricity to the Procurer shall commence and be restored within two (02) days from the date of clearing all the outstanding dues payable to the Seller for the Solar PV power under this Agreement.

10.5.8 Further, that the liability of the Procurer to make the Tariff Payments to the Seller as per Energy Accounts shall start from the day of such restoration of supply of power and shall continue for such periods wherein such power was made available to the Procurer.

10.6 Disputed Bill

10.6.1 If the Procurer does not dispute a Monthly Bill raised by the other Party within fifteen (15) days of receiving such Bill shall be taken as conclusive.

10.6.2 If the Procurer dispute the amount payable under a Monthly Bill it shall pay 95% of the disputed amount and it shall within fifteen (15) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:

- i) the details of the disputed amount;
- ii) its estimate of what the correct amount should be; and
- iii) all written material in support of its claim.

10.6.3 If the Seller agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.6.2, the Seller shall make appropriate adjustment in the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the Procurer and up to and including the date on which such payment has been received as refund.

10.6.4 If the Seller does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.6.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the disputing Party providing:

- i) reasons for its disagreement;
- ii) its estimate of what the correct amount should be; and
- iii) all written material in support of its counter-claim.

10.6.5 Upon receipt of the Bill Disagreement Notice by the Procurer under Article 10.6.2, authorized representative(s) of the Procurer and the Seller shall meet and make best endeavors to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

10.6.6 If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to Article 10.6.4, the matter shall be referred to Dispute resolution in accordance with Article 16.

10.6.7 For the avoidance of doubt, it is clarified that despite a Dispute regarding an Invoice, the Procurer shall, without prejudice to its right to Dispute, be under an obligation to make payment, of 95% of the Disputed Amount in the Monthly Bill.

10.7 Quarterly and Annual Reconciliation

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

10.7.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year as the case may be has been finally verified and adjusted, the Procurer and the Seller shall jointly sign such reconciliation statement. After signing of a reconciliation statement within 15 days, the Seller shall make appropriate adjustments in the following Monthly Bill, with Surcharge/Interest, as applicable. Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 16.

10.8 Payment of Supplementary Bill

10.8.1 Either Party may raise a bill on the other Party ("Supplementary Bill") for payment on account of:

- i) Adjustments required by the Regional Energy Account (if applicable); or
- ii) Change in Law as provided in Article 12,

and such Supplementary Bill shall be paid by the other Party.

10.8.2 Procurer shall remit all amounts due under a Supplementary Bill raised by the SPP to the SPP's Designated Account by the Due Date. Similarly, the SPP shall pay all amounts due under a Supplementary Bill raised by Procurer, if any, by the Due Date to Procurer designated bank account. For such payments by Procurer, Rebate as applicable to Monthly Bills pursuant to Article 10.3.5 shall equally apply.

10.8.3 In the event of delay in payment of a Supplementary Bill by either Party beyond its Due Date, a Late Payment Surcharge shall be payable at the same terms applicable to the Monthly Bill in Article 10.3.4.

ARTICLE 11: FORCE MAJEURE

11.1 Definitions

11.1.1 In this Article, the following terms shall have the following meanings:

11.2 Affected Party

11.2.1 An affected Party means the Seller or the Procurer whose performance has been adversely affected by an event of Force Majeure.

11.3 Force Majeure

11.3.1 A 'Force Majeure' means any event or circumstance or combination of events and circumstances as stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care in performing its obligations:

- a) Act of God, including, but not limited to lightning, drought, fire and explosion, earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or
- b) Explosion, accident or breakage of transmission facilities to deliver power from the interconnection Point to the receiving substation(s); or
- c) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action making the performance of obligations as specified herein as impossible; or
- d) Radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Power Project by the Affected Party or those employed or engaged by the Affected Party.
- e) An event of force majeure affecting the concerned STU, as the case may be, thereby affecting the evacuation of power from the Delivery Points by the Procurer;

11.4 Force Majeure Exclusions

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

- a. Non-performance resulting from normal wear and tear typically experienced in power

generation materials and equipment;

- b. Strikes at the facilities of the Affected Party;
- c. Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- d. Non-performance caused by, or connected with, the Affected Party's:
 - i. Negligent or intentional acts, errors or omissions;
 - ii. Failure to comply with an Indian Law; or
 - iii. Breach of, or default under this Agreement.

11.5 Notification of Force Majeure Event

- (d) The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement.

Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.

- (e) The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.

11.6 Duty to Perform and Duty to Mitigate

- 11.6.1 To the extent not prevented by a Force Majeure Event pursuant to Article 11.3, the Affected Party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

11.7 Available Relief for a Force Majeure Event

- 11.7.1 Subject to this Article 11

- (a) No Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;
- (b) Every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations as specified under this Agreement;
- (c) For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.
- (d) Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event;

ARTICLE 12: CHANGE IN LAW

12.1 Definitions

In this Article 12, the following terms shall have the following meanings:

12.1.1 "Change in Law" means the occurrence of any of the following events after the Effective Date resulting into any additional recurring/ non-recurring expenditure by the SPP or any income to the SPP:

- ** the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law;
- ** a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
- ** the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
- ** a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits; except due to any default of the SPP;
- ** any change in tax or introduction of any tax made applicable for supply of power by the SPP as per the terms of this Agreement.

but shall not include (i) any change in any withholding tax on income or dividends distributed to the shareholders of the SPP, or (ii) any change on account of regulatory measures by the Appropriate Commission including calculation of Availability.

12.2 Relief for Change in Law

12.2.1 The aggrieved Party shall be required to approach the State Commission for seeking approval of Change in Law.

12.2.2 The decision of the Appropriate (State) Commission to acknowledge a Change in Law and provide relief for the same shall be final and governing on both the Parties.

ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION

13.1 SPP Event of Default

13.1.1 The occurrence and continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event, shall constitute a SPP Event of Default:

- (i) the failure to commence supply of power to Procurer up to the Contracted Capacity, relevant to the Scheduled Commissioning Date, by the end of -----months; or
- If:
- a) the SPP assigns, mortgages or charges or purport to assign, mortgage or charge any of its assets or rights related to the Power Project in contravention of the provisions of this Agreement; or
- b) the SPP transfers any of its rights and/ or obligations under this agreement, in a manner contrary to the provisions of this Agreement; except where such transfer
- is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or
 - is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;
- (ii) if (a) the SPP becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the SPP, or (c) the SPP goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,
- Provided that a dissolution or liquidation of the SPP will not be a SPP Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the SPP and expressly assumes all obligations of the SPP under this Agreement and is in a position to perform them; or
- (iii) the SPP repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from Procurer in this regard; or
- (iv) except where due to Procurer's failure to comply with its material obligations, the SPP is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the SPP within thirty (30) days of receipt of first notice in this regard given by Procurer.

- (v) Failure to replace the Contract Performance Bank Guarantee, as per the terms of this Agreement; or
- (vi) Occurrence of any other event which is specified in this Agreement to be a material breach/ default of the SPP.

13.2 Procurer Event of Default

13.2.1 The occurrence and the continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by the SPP of its obligations under this Agreement, shall constitute the Event of Default on the part of defaulting Procurer:

- (i) Procurer fails to pay (with respect to a Monthly Bill or a Supplementary Bill) an amount exceeding fifteen (15%) of the undisputed part of the most recent Monthly/ Supplementary Bill for a period of ninety (90) days after the Due Date and the SPP is unable to recover the amount outstanding to the SPP through the Letter of Credit / Default Escrow Account for the applicable Month; or
- (ii) Procurer repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the SPP in this regard; or
- (iii) except where due to any SPP's failure to comply with its obligations, Procurer is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by Procurer within thirty (30) days of receipt of notice in this regard from the SPP to Procurer ; or
- (iv) if
 - Procurer becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or
 - any winding up or bankruptcy or insolvency order is passed against Procurer , or
 - Procurer goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,
 - Provided that it shall not constitute a Procurer Event of Default, where such dissolution or liquidation of Procurer or Procurer is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and has creditworthiness similar to Procurer and expressly assumes all obligations of Procurer and is in a position to perform them; or;
- (v) Occurrence of any other event which is specified in this Agreement to be a material breach or default of Procurer.

13.3 Procedure for cases of SPP Event of Default

- 13.3.1 Upon the occurrence and continuation of any SPP Event of Default under Article 13.1, Procurer shall have the right to deliver to the SPP a notice stating its intention to terminate this Agreement (Procurer Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.
- 13.3.2 Following the issue of Procurer Preliminary Default Notice, the Consultation Period of sixty (60) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall have to be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.
- 13.3.3 During the Consultation Period, the Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations under this Agreement.
- 13.3.4 Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the SPP Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, Procurer may terminate this Agreement by giving a written Termination Notice of thirty (30) days to the SPP.

13.4 Procedure for cases of Procurer Event of Default

- 13.4.1 Upon the occurrence and continuation of any Procurer Event of Default specified in Article 13.2 the SPP shall have the right to deliver to Procurer, a SPP Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.
- 13.4.2 Following the issue of a SPP Preliminary Default Notice, the Consultation Period of sixty (60) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.
- 13.4.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.
- 13.4.4 After a period of seven (7) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or Procurer Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, the SPP shall be free to sell the Contracted Capacity to any third party of the SPP's choice.

Provided further that at the end of three (3) months period from the period mentioned in this Article 13.4.4, this Agreement may be terminated by the SPP.

13.5 Termination due to Force Majeure

13.5.1 If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 4.7.3, either Party shall have the right to cause termination of the Agreement. In such an event, this Agreement shall terminate on the date of such Termination Notice.

ARTICLE 14: LIABILITY AND INDEMNIFICATION

14.1 Indemnity

14.1.1 The SPP shall indemnify, defend and hold Procurer harmless against:

- a) any and all third party claims against Procurer for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the SPP of any of its obligations under this Agreement; and
- b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by Procurer from third party claims arising by reason of:
 - breach by the SPP of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the SPP, for which specific remedies have been provided for under this Agreement), or
 - any of the representations or warranties of the SPP, if any made under this Agreement, being found to be inaccurate or untrue.

14.1.2 Procurer shall indemnify, defend and hold the SPP harmless against:

- a) any and all third party claims against the SPP, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by Procurer of any of its obligations under this Agreement; and
- b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the SPP from third party claims arising by reason of:
 - a breach by Procurer of any of its obligations under this Agreement (Provided that this Article 14 shall not apply to such breaches by Procurer , for which specific remedies have been provided for under this Agreement.) or
 - any of the representations or warranties of Procurer, if any made under this Agreement, being found to be inaccurate or untrue.

14.2 Procedure for claiming Indemnity

14.2.1 Third party claims

- a. Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 14.1.1(a) or 14.1.2(a), the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 14.1.1(a) or 14.1.2 (a) in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice. Provided however that, if:
 - i) the Parties choose to refer the dispute before the Arbitrator in accordance with Article 16.3.2; and
 - ii) the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute,

the Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the Indemnified Party.

- b. The Indemnified Party may contest the claim by referring to the Arbitrator for which it is entitled to be Indemnified under Article 14.1.1(a) or 14.1.2(a) and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified party. However, such Indemnified Party shall not settle or compromise such claim without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

14.3 Indemnifiable Losses

- 14.3.1 Where an Indemnified Party is entitled to Indemnifiable Losses from the Indemnifying Party pursuant to Article 14.1.1(b) or 14.1.2(b), the Indemnified Party shall promptly notify the Indemnifying Party of the Indemnifiable Losses actually incurred by the Indemnified Party. The Indemnifiable Losses shall be reimbursed by the Indemnifying Party within thirty (30) days of receipt of the notice seeking Indemnifiable Losses by the Indemnified Party. In case of nonpayment of such losses after a valid notice under this Article 14.3, such event shall constitute a payment default under Article 13.

14.4 Limitation on Liability

- 14.4.1 Except as expressly provided in this Agreement, neither the SPP nor Procurer nor its/ their respective officers, directors, agents, employees or Affiliates (or their officers, directors, agents or employees), shall be liable or responsible to the other Party or its Affiliates, officers, directors, agents, employees, successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits

(other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of power generation or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of Procurer, the SPP or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.4.2 Procurer shall have no recourse against any officer, director or shareholder of the SPP or any Affiliate of the SPP or any of its officers, directors or shareholders for such claims excluded under this Article. The SPP shall have no recourse against any officer, director or shareholder of Procurer, or any Affiliate of Procurer or any of its officers, directors or shareholders for such claims excluded under this Article.

14.5 Duty to Mitigate

14.5.1 The Parties shall endeavor to take all reasonable steps so as mitigate any loss or damage which has occurred under this Article 14.

ARTICLE 15: ASSIGNMENTS AND CHARGES

15.1 Assignments

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party other than by mutual consent between the Parties to be evidenced in writing:

- Provided that, such consent shall not be withheld if the Seller seeks to transfer to any affiliate all of its rights and obligations under this Agreement.
- Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included in this Agreement.
- Provided that, [Procurer] shall permit assignment of any of SPPs rights and obligations under this Agreement in favour of the lenders to the SPPs, if required under the Financing Agreements.

15.2 Permitted Charges

15.1.1 Neither Party shall create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement.

ARTICLE 16: GOVERNING LAW AND DISPUTE RESOLUTION

16.1 Governing Law

16.1.1 This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes arising out of or in connection with this Agreement shall be under the jurisdiction of court in dehradun.

16.2 Amicable Settlement and Dispute Resolution

16.2.1 Amicable Settlement

- i. Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement ("Dispute") by giving a written notice (Dispute Notice) to the other Party, which shall contain:
 - a. a description of the Dispute;
 - b. the grounds for such Dispute; and
 - c. all written material in support of its claim.
- ii. The other Party shall, within thirty (30) days of issue of Dispute Notice issued under Article 5.6.2, furnish:
 - a. counter-claim and defenses, if any, regarding the Dispute; and
 - b. all written material in support of its defenses and counter-claim.
- iii. Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 5.6.2 if the other Party does not furnish any counter claim or defence under Article 5.6.4 or thirty (30) days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 5.6.4, the Dispute shall be referred for dispute resolution in accordance with Article 11.3.

16.3 Dispute Resolution

16.3.1 Dispute Resolution by the Appropriate Commission

16.3.1.1 Where any Dispute (i) arises from a claim made by any Party for any change in or determination of the Tariff or any matter related to Tariff or claims made by any Party which partly or wholly relate to any change in the Tariff or determination of any of such claims could result in change in the Tariff, or (ii) relates to any matter agreed to be referred to the Appropriate Commission, such Dispute shall be submitted to

adjudication by the Appropriate Commission. Appeal against the decisions of the Appropriate Commission shall be made only as per the provisions of the Electricity Act, 2003, as amended from time to time.

16.3.1.2 The obligations of the Procurer under this Agreement towards the Seller shall not be affected in any manner by reason of inter-se disputes amongst the Procurer.

16.3.2 Dispute Resolution through Arbitration

16.3.2.1 If the Dispute arises out of or in connection with any claims not covered in Article 16.3.1, such Dispute shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996 as under:

- i) The Arbitration Tribunal shall consist of three (3) arbitrators. Each party shall appoint one Arbitrator within 30 days of the receipt of request for settlement of dispute by Arbitration. The two appointed Arbitrators shall within 30 days of their appointment, appoint a third Arbitrator who shall act as presiding Arbitrator. In case the party fails to appoint an Arbitrator within 30 days from the date of receipt of request or the two appointed Arbitrator fails to agree on third Arbitrator within 30 days of their appointment, the appointment of Arbitrator, as the case may be, shall be made in accordance with the Indian Arbitration and Conciliation Act, 1996.
- ii) The place of arbitration shall be Dehradun. The language of the arbitration shall be English.
- iii) The Arbitration Tribunal's award shall be substantiated in writing. The Arbitration Tribunal shall also decide on the costs of the arbitration proceedings and the allocation thereof.
- iv) The provisions of this Article shall survive the termination of this PPA for any reason whatsoever.
- v) The award shall be of majority decision. If there is no majority, the award will be given by the presiding Arbitrator.

16.4 Parties to Perform Obligations

16.4.1 Notwithstanding the existence of any Dispute and difference referred to the Appropriate Commission or the Arbitration Tribunal as provided in Article 16.3 and save as the Appropriate Commission or the Arbitration Tribunal may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement.

ARTICLE 17: MISCELLANEOUS PROVISIONS

17.1 Amendment

17.1.1 This Agreement may only be amended or supplemented by a written agreement between the Parties.

17.2 Third Party Beneficiaries

17.2.1 This Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement.

17.3 Waiver

17.3.1 No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorised representative of such Party:

17.3.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

17.4 Confidentiality

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

- a) to their professional advisors;
- b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities;
or
- c) disclosures required under Law.

without the prior written consent of the other Parties.

17.5 Severability

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

17.6 Notices

17.6.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language.

17.6.2 If to the Procurer, all notices or other communications which are required must be delivered personally or by registered post or facsimile or any other method duly acknowledged to the addresses below:

Urja Bhawan, Kanwali Road, Dehradun

Address : Uttarakhand Power Corporation Ltd., Urja Bhawan, Kanwali Road, Dehradun

Attention :

Email :

Fax. No. :

Telephone No. :

17.6.3 If to the Seller, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the address(es) below:

Address :

Attention :

Email :

Fax. No. :

Telephone No. :

17.6.4 All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the appropriate Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgement of the recipient, unless the Party delivering the notice can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

17.6.5 Any Party may by notice of at least fifteen (15) days to the other Party change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

17.7 Language

- 17.7.1 All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.
- 17.7.2 If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications or documents shall prevail in matters of interpretation.

17.8 Restriction of Shareholders / Owners' Liability

- 17.8.1 Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement. Further, the financial liabilities of the shareholder/s of each Party to this Agreement shall be restricted to the extent provided in the Indian Companies Act, 1956.

17.9 Taxes and Duties

- 17.9.1 The Procurer shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the Procurer, contractors or their employees that are required to be paid by the Procurer as per the Law in relation to the execution of the Agreement.
- 17.9.2 The Seller shall be indemnified and held harmless by the Procurer against any claims that may be made against the Seller in relation to the matters set out in Article 17.9.1.
- 17.9.3 The Seller shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the Procurer by The Seller on behalf of Procurer or its personnel.

17.10 No Consequential or Indirect Losses

- 17.10.1 The liability of the Procurer and The Seller shall be limited to that explicitly provided in this Agreement.

Provided that notwithstanding anything contained in this Agreement, under no event shall the Seller or the Procurer claim from one another any indirect or consequential losses or damages.

17.11 Order of priority in application

In case of inconsistencies between the agreement(s) executed between the Parties, applicable Law including rules and regulations framed thereunder, the order of priority as between them shall be the order in which they are placed below:

- i. applicable Law, rules and regulations framed thereunder;

- ii. the state Grid Code; and
- iii. the terms and conditions of this Agreement;

17.12 Independent Entity

17.12.1 The Procurer shall be an independent entity performing its obligations pursuant to the Agreement.

17.12.2 Subject to the provisions of the Agreement, the Procurer shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the Procurer in connection with the performance of the Agreement shall be under the complete control of the Procurer and shall not be deemed to be employees, representatives, of the Seller and nothing contained in the Agreement or in any agreement or contract awarded by the Procurer shall be construed to create any contractual relationship between any such employees, representatives or contractors and The Seller.

17.13 Compliance with Law

17.13.1 Despite anything contained in this Agreement but without prejudice to this Article, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made there under, such provision of this Agreement shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

IN WITNESS WHEREOF the Parties have caused the Agreement to be executed through their duly authorized representatives as of the date and place set forth above.

Seller:
M/s _____

UPCL:
Uttarakhand Power Corporation Ltd.

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Seal:

Seal:

Witness: _____

1. Name: _____

Designation: _____

Signature:

2. Name: _____

Designation: _____

Signature:

Witness:

1. Name:

Designation: _____

Signature:

2. Name:

Designation: _____

Signature:

Schedule 1: Particulars of the Project

Sr.No.	Item	Description
1.	Project Capacity	
2.	Solar PV Module Make	
3.	Solar PV Module Model No.	
4.	Module Rating in kW	
5.	Technology used	
6.	Key accessories	
7.		
8.		
9.		
10.		
11.	AC/DC/AC System (Yes/No)	
12.	Rated voltage (V)	V
13.		
14.		
15.		
16.	Units to be generated per annum (kWh) at projected CUF	MU
17.	Auxiliary Consumption (kWh)	
18.	Reactive Power requirement	kVAR
19.	Type of Utilisation	
20.	Scheduled Month /Year of Commissioning	
21.	Capacity Utilization Factor (CUF) %	%

22.	Type Test Certificate	
23.	Any Other Documents	

Seal of Company
Seller:

Name of

Date:
Signature:

Schedule 2: Location of Plant

To be filled & duly signed by Seller

Sr. No.	Particulars	Details to be filled up by the Seller
1.	Land purchase date	
2.	Total area of the land in possession	
3.	Name of (a) village (b) Tehsil (c) District Location/Installation	Village Tehsil District State
4.	Survey No.	
5	Whether counter-survey of the land is carried out (copy enclosed)	
6.	Power Evacuation system used for transmitting the power generated from the plant to the Interconnection Point	

Seal of Company

Name of Seller:

Date:

Signature:

Schedule 3: Plant Layout

Attach Appropriate Drawings/Documents

Schedule 4: Site Drawing

Attach Appropriate Drawings/Documents

Schedule 5: Format for Monthly Power Bill

To be prepared as per requirements

Schedule 6: Parameters and Technical Limits of Supply

1. Electrical characteristics

- Three phase alternating current
- Nominal declared frequency : 50.0 Hz
- Final Voltage at Interconnection Point: 132/33 kV
(Pooling stations)

Short circuit rating:

As a part of the detailed design process, the Seller shall calculate the short circuit rating (minimum and maximum), and supply this information to the Procurer(s).

Note: The tolerances & Electrical characteristics variations will be as per STU / CTU performance Standards. The electrical clearances will be as per relevant standard.

- Basic insulation level of 132kV 33 KV
- Transformer(s) 550 kVp
- Bushing(s) 650 kVp
- Equipment 650 kVp

2. Quality of Service

The Seller shall be responsible for the delivery of energy conforming Performance Standards for Transmission and Bulk Supply as approved by Procurer / STU / CTU.

The maximum current and voltage waveform distortion shall be in accordance with respective STU / CTU, Engineering Recommendations, System Design and Development Committee, Limits for Harmonics in the United Kingdom Electricity Supply System.

Phase voltage unbalance will be limited to one percent (1%).

3. Power Factor

The Generator shall maintain the Power Factor as per the prevailing UERC / CERC regulations and as may be stipulated / specified by DISCOM / STU / CTU from time to

time. The Seller shall provide suitable protection devices, so that the Electric Generators could be isolated automatically when grid supply fails.

Connectivity criteria like short circuit level (for switchgear), neutral Grounding, fault clearance time, current unbalance (including negative and zero sequence currents), limit of harmonics etc. shall be as per Grid Code.

The Project Site is located at _____, Tal: _____, Dist: _____, State: _____ of India.

Schedule 7: Technical Limits

1. The nominal steady state electrical characteristics of the system are as follows:
 - a. three phase alternating current at 50 Hertz plus or minus 0.5 Hertz.
 - b. nominal voltage ofwith +% to –% variation.

2. The Project shall be designed and capable of being synchronized and operated within a frequency range of 47.5 to 51.5 Hertz and voltage of.....KV

3. Operation of the Project outside the nominal voltage and frequency specified above will result in reduction of power output consistent with generator capability curves.

Schedule 8: Approvals

1. Consent from the STU / CTU the evacuation scheme for evacuation of the power generated by the ___ KWPower Projects.
2. Approval of the Electrical Inspectorate, Government of respective State for commissioning of the transmission line and thePower Plant at the Project Site.
3. Certificate of Commissioning ofPower Project issued by SLDC.
4. Permission from all other statutory and non-statutory bodies required for the Project.
5. Clearance from the Airport Authority of India, if required.
6. Clearance from the Department of Forest, Ecology and Environment, if required.

Schedule 9: Testing Procedures

Seller and Procurer shall evolve suitable testing procedures three (3) months before the Commercial Operation Date of the Project considering relevant standards.

Schedule 10: Copy of the Tariff Quoted by the Seller

Annexure A

Solar PV Projects

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

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

1. PV Module Qualification

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

Crystalline Silicon Solar Cell Modules	IEC 61215
Thin Film Modules	IEC 61646
Concentrator PV modules	IEC 62108

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

3.1 The PV modules shall meet the technical requirements specified by MNRE for Grid Solar Power Plant.

2. Qualification of BoS items

The solar PV power plants must use PV modules and other balance of systems, components, which must qualify to the latest edition of BIS or IEC standards issued in this regard. The project developer must provide a copy of the relevant test reports and certificates to UREDA.

3. Authorized Test Centres

The PV modules must be tested and approved by one of the IEC authorized test centres. In addition a PV module qualification test certificate as per IEC standard, issued by ETDC, Bangalore or Solar Energy Centre will also be valid.

4. Warranty

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

5. Identification and Traceability

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

- (i) Name of the manufacturer of PV Module
- (ii) Name of the Manufacturer of Solar cells
- (iii) Month and year of the manufacture (separately for solar cells and module)
- (iv) Country of origin (separately for solar cells and module)
- (v) I-V curve for the module
- (vi) Wattage, I_m , V_m and FF for the module
- (vii) Unique Serial No and Model No of the module
- (viii) Date and year of obtaining IEC PV module qualification certificate
- (ix) Name of the test lab issuing IEC certificate
- (x) Other relevant information on traceability of solar cells and module as per ISO 9000

6. All the grid connected solar PV Power Plants are also required to meet scheduling guidelines as per applicable regulations, they shall ensure connectivity of generation data with a separate on line link with SLDC.
7. In addition the Power Conditioning Units used in the plant must qualify to IEC standards (IEC 61683, IEC 62116 - 2008 and UL 1741) for safety and grid interconnectivity and parallel operations.
8. All electrical equipments, breakers, transformers, switch yard protective equipment, metering, CT / PTs and other panels should confirm to the specifications and standards as per state grid code notified by UERC.