

E-Tender / Request for Proposal (RFP)

For

**Selection of Developer for Setting of 40 MW
Aggregate Capacity Grid Connect Solar PV
Power Projects near Haripura and Tumaria
reservoirs in district Udham Singh Nagar,
Uttarakhand.**

E-Tender/RFP No.: 01/UPDCC/2020-21, Dated 13.08.2020

Issued By:

**Uttarakhand Project Development and Construction
Corporation limited. (UPDCC)
(A Government of Uttarakhand Enterprise)
P-IV/15, Yamuna colony, Dehradun, 248001**

Issued By:

General manager,
Uttarakhand Project Development and Construction Corporation limited. (UPDCC)
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Request for Proposal (RFP) For Selection of Developer(s) for Setting of 40 MW Aggregate Capacity Grid Connect Solar PV Power Projects near Haripura and tumaria reservoir in district Udham Singh nagar, Uttarakhand.

1. 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 five 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.
2. Uttarakhand (UPDCC) may modify, amend or supplement this RFP Document including PPA.

Correspondence at:

To

Address:

General manager,
Uttarakhand Project Development and Construction Corporation limited. (UPDCC)
(A Government of Uttarakhand Enterprise)
P-IV/15, Yamuna colony, Dehradun, 248001.
Mobile: 9412312479
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DISCLAIMER

1. This Request for Proposal (RFP) document is not an agreement or offer by UPDCC 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 UPDCC 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 UPDCC 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 UPDCC or its employees, any consultants or otherwise arising in any way from the selection process for the said supply of power.

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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, 2018, 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
- ii. is controlled by
- 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 control by one entity of at least Fifty One percent(51%) of the voting rights, capital contribution or the right to appointment majority directors/members/partners.

“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 or firms, institutions, societies 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 any individual or registered company, Limited Liability Partnership (LLP), Trust, Society, or any organization/Institutions under state Govt. “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 Utilization 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, 2018 as amended from time to time.

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

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;

“Control” shall mean control by one entity of at least Fifty One percent (51%) of the voting rights, equity capital, capital contribution and/or the right to appoint majority of directors/ governing body members/partners.

“Controlling shareholding” shall mean not less than 51% of the voting rights and paid up share capital in the Company/Consortium;

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

“COD” Date of commercial operation or commissioning shall be considered as the date of first
Uttarakhand Project Development and Construction Corporation limited.

injection of power into the licensee's grid after completion of project in all respect subsequent to compliance of all the following pre-requisites:

- (a) Installation of Energy meter as certified by the concerned Executive Engineer of the distribution licensee.
- (b) Project completion report as verified by UPDCC, the state no dalagency.
- (c) Issuance of Clearance Certificate by the Electrical Inspector.
- (d) Further, such generator has to demonstrate minimum 75% Performance Ratio based on the rated installed capacity in KW or MW at the time of inspection for initial commissioning.

“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;

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

“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 UPDCC 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 UPDCC in Clause 2.3, for which the Bidder is required to submit its Bid;

“Non-Financial Bid” shall mean Technical Bid (Envelope-I) of the bid containing the documents as specified in Clause 2.22.1 of the RFP;

“Parent Company” Parent” shall mean a Entity, which has Control directly or indirectly in the Project Company or a Member in a Consortium developing the Project;

“PPA” shall mean the agreement to be entered into between UPDCC and the bidder pursuant to which the bidder 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, 2013.

“Project Company” shall mean the bidding company or an entity 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” shall mean the Bidder who, after evaluation of their Non-Financial Bid (Technical 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 40 MW proposed to be contracted by UPCL with the Successful Bidder 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, 2018.

“RFP” shall mean this Request for Proposal dated xxxx 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 UPDCC.

“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 UPDCC 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;

“Statutory Auditor” shall mean the auditor of a Company appointed under the provisions of the Companies Act, 2013 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” shall mean the Bidder(s) selected by UPDCC 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;

“Ultimate Parent Company” shall mean a Company, which owns not less than fifty one percent (51%) equity either directly or indirectly in the Parent and Affiliates;

SECTION 1

INTRODUCTION

SECTION 1: INTRODUCTION

1.1. Objective

- 1.1.1. Uttarakhand Project Development and Construction Corporation, here in after referred to as “UPDCC”, hereby invites interested companies and/or Bidding Consortium and or any Consortium Member thereof (“Bidders”) under Uttarakhand Solar Energy Policy-2013 and as amended from time to time and as amended from time to time and as amended from time to time the Request of Proposal (RFP) to participate in the bidding process for selection of Successful Bidder(s) for setting up of total 40 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 UPDCC as per the terms and conditions of the RFP Documents and PPA.
- 1.1.2. UPDCC will support setting up of aggregate capacity 40 MW Grid connected Solar PV Power Projects near Haripura and Tumaria reservoir in district Udham Singh Nagar, Uttarakhand.
- 1.1.3. Nil
- 1.1.4. UPDCC will select the Solar PV Power Project Developers, and 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. UPDCC seeks to qualify and select Successful Bidder(s) for setting up of aggregate capacity 40 MW Grid connected Solar PV Power Projects and supply of power for a period of 25years 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/UPDCC at the interconnection point.

- 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 Seller shall supply power to UPCL/UPDCC as per the terms and conditions of the PPA to be signed between UPDCC and the Seller. UPDCC 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 UPDCC and Successful Bidder. UPDCC shall pay to the Seller the Quoted Tariff by the successful bidder in the price bid, as per the terms and conditions of the PPA enclosed as Format 4.12.

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 be download from the website: <http://www.uktenders.gov.in>. The cost of RFP documents is Rs 10000+ 18% GST= Rs 11800.00 (Rs. Eleven Thousand Eight Hundred only) in the form of Demand Draft drawn in favor of "General manger, UPDCC", payable at "Dehradun" to be enclosed with the RFP document on submission

1.4. Receipt and Opening of Bid

The Bidders should submit the online Bids in www.uktenders.gov.in on or before 07.09.2020 up to 15:00 hrs (IST). RFP Document fees and Processing fees as per clause 2.81 and 2.82 shall be submitted in the form of Demand Draft on or before 05.09.2020 up to 15:00 hrs (IST) If it is a public holiday, the receipt of Document shall be on the next working day before 15:00 hours (IST). The Financial Bid shall be opened as per the time schedule given in Clause 2.26 of the RFP.

NOTE: Bid Bond as per clause 2.18.1 shall also be submitted along with RFP Document & Processing fees on or before 05.09.2020 upto 15:00hrs.

1.5. Correspondence for enquiries and clarifications

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

General manager,
Uttarakhand Project Development and Construction Corporation limited. (UPDCC)
(A Government of Uttarakhand Enterprise)
P-IV/15, Yamuna colony, Dehradun, 248001.
Mobile: 9412312479
e-mail: updcc.gm@gmail.com

SECTION 2

INFORMATION AND INSTRUCTION TO BIDDERS

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 40 MW shall be done through Tariff Based Competitive Bidding Process under Solar Power Policy 2013 and as amended time to time of 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 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

The capacity of Solar Power Project as per present assessment is 27 MW at Haripura reservoir and 13 MW at Tumaria reservoir. However actual generation capacity shall be combinedly assessed and will be agreed upon before signing of agreement and PPA. However, bidder shall not be entertained for any claim, revision of rate what so ever it may be, due to change in capacity of the plant. The said MW capacity should mean the AC capacity rating at the Interconnection Point and accordingly the bidder can choose the DC rating of his solar field to meet the AC rating at the Interconnection Point.

2.3.1. 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 shall be to supply power to UPCL/UPDCC for 25 years as per the terms and conditions of the PPA.

2.4. Minimum and Maximum CUF Limits

The Projects developed on conventional solar PV technology should have a minimum CUF of 12% 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 UPDCC, for such shortfall in units.

Further if the developers achieve the CUF greater than 22% for Solar PV in any given contract year, the applicable Tariff shall be 50% of the project tariff for such additional generated power above the 22% CUF from the developers.

2.5. Supply of Power to UPCL

After completion of evaluation process a LOI will be issued to the successful bidder to sign a PPA with UPDCC for duration of 25 years.

2.6. Tariff for Supply of Power

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

2.6.2. UPDCC will be liable to pay the project developer the tariff as signed in the PPA. However the Payment for Power Generation shall be paid to the Developer only after receipt of corresponding payment from UPCL. However in case of any delay of payment by UPCL the Developer shall not be entitled for any claim, penalty or interest due to delayed payment.

2.7. Grid Connectivity

Grid Connectivity, interconnection point and metering arrangement shall be as per the UERC (Tariff and Other Terms for Supply of Electricity from Renewable Energy Sources and non-fossil fuel based Co-generating Stations) Regulations, 2018 and issued time to time.

2.8. Obtaining RFP document, Processing Fees

2.8.1. RFP document may be downloaded from the website <http://www.uktenders.gov.in>. The cost of RFP document is 10000+ 18% GST= Rs 11800.00 (Rs. Eleven Thousand Eight Hundred only). It is to be submitted in the form of Demand Draft in favor of General Manager, UPDCC, 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.500000/- (Five Lakh rupees only) in the form of FDR in favour of "General Manager, UPDCC", 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 Document along with the cost of document and processing fee.
2. The bidder should be a entity (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. Nil

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. Net worth:

The "Net Worth" of the Bidding Company should be equal to or greater than the value calculated at the rate of Rs 1.5 crore per MW or part thereof of the project capacity. The computation of Net Worth shall be based on unconsolidated audited annual accounts of the bidding company for the financial year 2018-19 or at a later date. To demonstrate the Net Worth a certificate from the Chartered Accountant is required.

For entities, which are newly incorporated, the Net Worth criteria should be met seven days prior to the date of submission of application by the Bidding Company. To demonstrate the Net Worth a certificate from the Chartered Accountant is required on the date seven days prior to submission of application. Further, the Bidding Company shall submit the audited financial statements of the company for the date on which the Certificate of Chartered Accountant has been obtained.

For the purposes of meeting financial requirements only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidding Company may be used for the purpose of financial requirements provided the Bidding Company 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 its 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 thirty (30) days of the issue of the Letter of Intent.

The Net worth of Individual or entity whose accounts are not audited a letter from the financial institutions or a certificate from a Chartered Accountant certifying the Net Worth.

- 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 its 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. Nil
- 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. Nil

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.

2.10.3.1. Land Details:

Land Details are as per annexure B

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. Not with standing anything stated above, UPDCC reserves the right to verify the authenticity of the documents submitted for meeting the Qualification Requirements and may request for any additional information / documents. UPDCC 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 UPDCC 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 the financial year 2018-19 or at a later date last three (3) financial years immediately preceding the Bid Deadline for the purpose of calculation of Net worth.

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 minimum fifty one percent (51%) equity in the Project Company up to a period of one(1) 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 UPDCC.
- d) The Lead Member shall designate one person to represent the Consortium in its dealings with UPDCC. 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 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 UPDCC and UPDCC 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 UPDCC. 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:

UPDCC 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 Documents in writing, through a letter or by fax (and also soft copy by e-mail) to reach UPDCC at the address, date and time mentioned in the document within five days from issuance of this RFP.

The Bidder(s) or their authorized representative(s) is/are invited to attend pre-bid meeting(s), UPDCC will make all efforts to respond to the queries during the Meeting to be held on date 20.08.2020 at 12:00 noon at UPDCC Headquarter Office, Yamuna Colony, 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.

However, it may please be noted carefully that the Pre Bid meeting will be held only with the authorized 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:

General manager,
Uttarakhand Project Development and Construction Corporation limited. (UPDCC)
(A Government of Uttarakhand Enterprise)
P-IV/15, Yamuna colony, Dehradun, 248001.
Mobile: 9412312479
E-mail:updcc.gm@gmail.com

2.14.3. UPDCC 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 UPDCC shall have no liability towards any Bidder and no Bidder shall have any recourse to UPDCC with respect to the selection process. UPDCC shall evaluate the Bids using the evaluation process specified in Section 3, at its sole discretion. UPDCC'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 if required, may be amended by UERC).
- b. Any modifications, amendments alterations or clarifications there to.

2.16. Incorporation of a Project Company

- 2.16.1. In case of the Successful Bidder(s) being a Bidding Consortium, it shall, within Thirty (30) 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. The Project Company shall execute the RFP Documents and be responsible for supply of power to UPCL as per the provisions of the) being Bidding Company and choosing to formulate a Project Company for supply of power, it shall formulate the Project Company within Thirty (30) 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 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.

2.17. Cancellation of the Letter of Intent

If the Successful Bidder/ Project Company fails or refuses to comply with any of its obligations under Clauses 2.16 and 2.19, and provided that UPDCC 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 Project Company shall constitute sufficient grounds for cancellation of the Letter of Intent. In such cases, UPDCC shall be entitled to invoke the Bid Bond of the Successful Bidder/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. 10.00 Lakh (Rs. Ten Lakh Only) per MW** 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 one eighty (180) days beyond the validity of the Bid.
- 2.18.2. The Bid Bond, may be invoked by UPDCC, without any notice, demure, or any other legal process upon occurrence of any of the following:
- 2.18.3. Failure to formulate the Project Company as a legal entity within Thirty (30) Days of the issue of the 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.
- 2.18.4. The Bid Bonds of all Bidders, who's Bids are declared non-responsive, shall be returned and released by UPDCC within Thirty (30) Days after the date on which the Non-Financial Bids are opened.
- 2.18.5. The Bid Bonds of all unsuccessful Bidders shall be returned and released by UPDCC within thirty (30) days after the date on which the Financial Bids are opened.
- 2.18.6. The Bid Bonds of all remaining Bidders shall be returned and released by UPDCC 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.
- 2.18.7. The Bid Bonds of all Bidders shall be returned and released by UPDCC within a period of thirty (30) days of the occurrence of the termination/cancellation of Bid process by UPDCC.
- 2.18.8. 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 Thirty (30) 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 UPDCC the Performance Guarantee in the format provided in the Format 4.10, for an amount of Rs 10.00 Lakhs per MW of the Contracted Capacity. The Performance Guarantee shall be valid for a period of fifteen (15) months from the date of issue of Lol 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 Format4.11.
- 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 UPDCC, 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 UPDCC to the successful bidder(s).

- 2.19.5. In case successful developer fails to achieve commercial operation within 12 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.
- 2.19.6. However the bid bond could be converted into a contract performance guarantee by extending the guarantee period for fifteen (15) months from the date of issue of Lol, if the successful bidder is willing to do so.

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 UPDCC in a phased manner as detailed here under:
- **Bid Bond** for the amount calculated as per Clause 2.18 (**@ Rs. 10.0 Lacs / MW**) in the form of Bank Guarantee along with RFP as per Format 4.6. (valid for a period of one eighty (180) days beyond the validity of the Bid)
 - **Contract Performance Guarantee** calculated as per Clause 2.19 (**@ Rs. 10.0 Lacs / MW**) in the form of Bank Guarantee within Thirty (30) days of issue of Letter of Intent, as per Format 4.10. (Valid for a period of fifteen (15) months from the date of Lol).
 - However the bid bond could be converted into a contract performance guarantee, if the successful bidder is willing to do so.
- 2.20.2. Within Thirty (30) 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. UPDCC would ask successful Bidder(s) to execute the PPA with UPDCC 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 UPDCC.
- 2.20.4. In case the Bidder is not selected, UPDCC shall release the Bank Guarantees towards Bid Bond within Thirty (30) 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

UPDCC, 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 UPDCC 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 UPDCC website.

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

2.21.A Force Majeure

2.21.1. A.1. Notwithstanding the provisions of clauses contained in this RFP; the Bidder shall not be liable for forfeiture of its performance security, liquidated damages, termination for default, if he is unable to fulfill his obligation under this RFP due to force majeure circumstances.

2.21.A.2. For purpose of this clause, "Force majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by the Director, UPDCC & his decision shall be final and binding on the Bidder and all other concerned.

2.21.A.3. If a force majeure situation arises, the Bidder shall notify UPDCC in writing promptly (at the most within 10 days from the date such situation arises). After examining the cases UPDCC may decide and grant suitable additional time for the completion of the work.

2.21.A.4. For other justified cases also, not covered under force majeure conditions, UPDCC may consider the request of Bidder and additional time for completion of work may be granted. However in such cases the developer shall pay UPCL an amount equivalent to cost of REC against energy to be provided by generator against allotted capacity (MW) considering CUF of 19% as provided in UERC RE Regulation 2018 for the whole period of delay. Further the tariff admissible to such Bidders shall be either the tariff quoted by the Bidder or the prevailing tariff at the time of COD as decelerated by Hon'ble UERC, whichever is lower.

Note: After COD, the force majeure conditions as specified in Draft PPA shall be applicable.

2.22. Bidding Process

The Bid in response to this RFP shall be submitted by the Bidders under two bid system in the manner provided in Clause 2.11. The Bid shall comprise of the following:

2.22.1. Non- Financial Bid (Technical 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 here to 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 here under:
 - 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 authorized 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. 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 Fixed 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 fixed Quoted Tariff shall not be more than the 90% of the rates specified by the UERC in the latest amendments issued by UERC under “UERC (Tariff and Other Terms for Supply of Electricity from Renewable Energy Sources and non-fossil fuel based Co- generating Stations) Regulations,2018”. However, In case of any revision in tariff rates done by UERC for the above for said project, same shall be applicable to the Developer with same terms and condition.
- iii. The Qualification Requirements for the Bidder would be evaluated for the total quantum of power offered by a Bidder.
- iv. The fixed 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 Levelised 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, UPDCC 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, UPDCC 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 UPDCC, as applicable.
- 2.23.3. UPDCC 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 Clause3.1.4(II)).

- 2.23.4. Bid submitted by the Bidders, within the Bid Deadline, shall become the property of UPDCC 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. UPDCC 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 Levelised Quoted Tariff shall be sought or permitted by UPDCC.
- 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 UPDCC of the obligation of the Bidders to furnish the said data / information unless the waiver is in writing.
- 2.23.9. UPDCC may verify the Bidder's financial data by checking with the Bidder's lenders / bankers / financing institutions / any other persons 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 UPDCC at the address provided in Clause 2.14.2 of this RFP immediately. If no intimation is received from any Bidder within five days from the date of issue of this RFP or from the date on which it was made available on <http://UPDCC.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.
- 2.23.12. If there is any contradiction in the clauses of PPA and Regulation of UERC then the Regulation of UERC will prevail.

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, 2013, or the companies Act, 2013 as applicable, 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), Micro, Small and Medium Enterprises (MSME) policy- 2015 and as amended time to time, Goods and Service Tax (GST), Uttarakhand Solar Energy Policy-2013 and as 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/ UPDCC 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/Capital of the Selected Bidder(s) in the capital contribution shall not be less than Fifty One percent (51%) from Effective Date up to a period of one (1) year after commissioning of power plant.
- 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/Control 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., $30\% \times 50\%$);
- 2.25.6. The provisions as contained in this clause shall override the terms of the Consortium Agreement submitted as a part of Bid.
- 2.25.7. In case of requirement of any change in the nomenclature/structure of a Bidder after lock-in period, it will be mandatory to maintain the contents of domicile requirement of this RFP as specified in the definition of "Permanent Resident of Uttarakhand" in this RFP document.

2.26. Due Dates

The Bidders should submit the online Bids in www.uktenders.gov.in on or before 07/09/2020 up to 15:00 hrs (IST). RFP Document fees and Processing fees as per clause 2.81 and 2.82 shall be submitted in the form of Demand Draft on or before 05/09/2020 up to 15:00 hrs (IST). The Financial Bid shall be opened as per the time schedule given in Clause 2.26 of the RFP.

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

Sl. No.	Event	Tentative Schedule
1.	Date of issue of RFP	13-08-2020
2.	Pre-Bid Meeting	20-08-2020 (12:00 Noon)
3.	Last date for submission of Bid	07-09-2020 at 03:00 PM
4.	Last date for submission of RFP document fees, Processing fees, Bid Bond	05-09-2020 at 03:00 PM
5.	Opening Date for Technical Bid	07-09-2020 at 03:30 PM
6.	Financial Bid Opening	To be intimated
7.	Issuance of Project Allotment Letter	Zero Date
8.	Commissioning of Solar PV Power Plant	Zero Date + 365 Days

Note: (a) In case of holiday on any day as scheduled above, the proposed activity shall be conducted on the next working day.

(b) If any bidder could not attend Pre Bid Meeting due to Covid-19 or any other reason, he can submit his queries before Pre Bid Meeting date at updcc.gm@gmail.com .

2.27. Financial Closure

The Project shall achieve Financial Closure within Three Hundred only (300) days from the date of Issue of LOA.

2.27.1 **Financial and Legal Documents:** 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.

Further in case Bidder arranges all funds through internal accruals, he shall be allowed and the Bidder will submit documentary evidence duly verified by Chartered account.

2.27.2 Nil

2.27.3 In case of delay in achieving above condition, as may be applicable, UPDCC shall en cash 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 12 months from the date of project allotment.

2.28.2. In case successful developer fails to achieve commercial operation within 12 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"). UPDCC reserve the right to reject any Bid which does not meet the aforementioned validity requirement.

UPDCC 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 UPDCC, UPDCC shall not be entitled to invoke the Bid Bond. A Bidder accepting UPDCC 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 UPDCC.

2.30. Method of Submission

The Bid shall be submitted by the bidder Online through E-tender portal www.uktenders.gov.in of Govt of Uttarakhand. All the necessary details and documents shall be uploaded by the Bidder on the E-portal. RFP document Processing fees shall be submitted in original at UPDCC office, Dehradun either by registered post or speed post or courier or by hand delivery to as to reach UPDCC by Bid submission Deadline. UPDCC shall not be responsible for any delay in receipt of RFP document Processing fees.

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., UPDCC 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

Non-Financial Bid and 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 (Non-Financial Bid): as specified in Clause 2.26

Opening of Financial Bid: as specified in Clause 2.26

Or

Such other dates as may be intimated by UPDCC 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.

- quoted Tariff (applicable only Financial Bid)

2.33 Right to withdraw the RFP and to reject any Bid

This RFP may be withdrawn or cancelled by UPDCC at any time without assigning any reasons thereof. UPDCC further reserves the right, at its complete discretion, to reject any one or all of the Bids without assigning any reasons what so ever 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:

2.35.1 to their professional advisors;

2.35.2 to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities;

2.35.3 Disclosures required under applicable Law,

Provided that the Successful Bidder(s) agrees and acknowledges that any of the Procurers 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. 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
- vi. Non submission of Cost of Document, Processing fee and Bid Bond in acceptable form along with RFP document;
- vii. 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-) will be carried out by Technical Committee 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 UPDCC 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 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 UPDCC to the Bidders. The evaluation of Financial Bid shall be carried out by Technical based on the information furnished in Financial Bid.
- 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 UPDCC. 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 Selection

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

- I. The Bidder with the lowest 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 3.86 Rs per KWh**.....
.....
- II. At any step during the selection of Successful Bidder(s) in accordance with Clauses I to IV above, UPDCC reserve the right to increase / decrease the Requisitioned Capacity of the quantum indicated in Clause 1.1.2 as per requirement.
- III. 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.
- IV. There shall be no negotiation on the fixed Quoted Tariff between UPDCC/UPCL and the Bidder(s) during the process of evaluation.
- V. 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 UPDCC within seven (7) days of issue of Lol.
- VI. 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, UPDCC 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.

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 Litigation Details. (Format 4.9)
- x. Format for Contract Performance Guarantee (Format 4.10)
- xi. RFP Documents
- xii. List of Banks (Format 4.11)

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

[UPDCC is authorized to modify any of these formats after 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 RFP]

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,

General manager,
Uttarakhand Project Development and Construction Corporation limited. (UPDCC)
(A Government of Uttarakhand Enterprise)
P-IV/15, Yamuna colony, Dehradun, 248001.
Mobile: 9412312479
e-mail:updcc.gm@gmail.com

Sub: Request for Proposal (RFP) For Selection of Developer(s) for Setting of 40 MW Aggregate Capacity Grid Connect Solar PV Power Projects near Haripura and tumaria reservoir in district Udhamasingh nagar, Uttarakhand.

Dear Madam/Sir,

We, the under signed [*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 40 MW Power from Grid Connect Solar PV Power Projects through Tariff Based Competitive Bidding Process for meeting the requirements of the Procurer(s) hereby submit our Bid comprising of Financial Bid and Technical 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 [*Insert date in dd/mm/yyyy*] and RFP Documents attached thereto, issued by UPDCC, 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 meet 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.
3. We have submitted our Financial Bid strictly as per Schedule B of this RFP, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format.
4. **Acceptance**

We hereby unconditionally and irrevocably agree and accept that the decision made by UPDCC 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.

5. 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. We further undertake and agree that all such factors as mentioned in Clause 2.20 of RFP have been fully examined and considered while submitting the Bid.

6. Contact Person

Details of the contact person are furnished as under:

Name :

Designation :

Company :

Address :

Phone Nos. :

Fax Nos. :

E-mail address:

- 7. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from UPDCC.
- 8. 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.
- 9. “We undertake that we shall not submit any bid, on the basis of the same generation source and quantum of capacity from such source as mentioned in our Bid, in any other bid process till the time of selection of Successful Bidder 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.”
- 10. *(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 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.
- 11. We confirm that the Financial Bid conform(s) to all the conditions in the RFP including:
 - a. The tariff quoted by us is the Fixed tariff for 25 years of PPA, and same shall be paid by procurer for the tenure of PPA per kWh of power injected into grid.
 - b. Financial Bid is/are as per Bid Schedule B and is submitted duly signed by the authorized signatory.
 - c. Financial Bid is/are unconditional
- 12. 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.
- 13. We confirm that we have not taken any deviation so as to be deemed non-responsive with respect to the provisions stipulated of this RFP.

14. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Seller's event of default under PPA, and consequent provisions of PPA shall apply

Dated the _____ day of _____, 20__

Thanking you,

Yours faithfully,

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

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 atand M/s..... having its registered office at , (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named (Insert name of the Consortium) (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 of.....and having its Registered/Head Office at.....as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the 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 of under 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 authorized 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 ofand 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 ofand 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 UPDCC.

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

WHEREAS UPDCC desired to procure power from Grid Connect Solar PV Power Projects through tariff based competitive bidding process of Uttarakhand Solar Energy Policy-2013 and as amended from time to time.

WHEREAS, UPDCC had invited Bids, vide RFP dated 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 here in.

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 UPDCC, 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 twenty one (21) days of the issue of the Letter of Intent 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/UPDCC.
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 UPDCC.

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 UPDCC:

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.....

⁴⁹Separate witness for each Consortium Member should fill in the

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.....

⁵⁰Separate witness for each Consortium Member should fill in the

Format4.4 (A): Qualification Requirement –Financial

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

To,

General manager,
Uttarakhand Project Development and Construction Corporation limited. (UPDCC)
(A Government of Uttarakhand Enterprise)
P-IV/15, Yamuna colony, Dehradun, 248001.
Mobile: 9412312479
e-mail: updcc.gm@gmail.com

Dear Madam/Sir,

Sub: Response to RFP for “Selection of Developer(s) for Setting of 40 MW Aggregate Capacity Grid Connect Solar PV Power Projects near Haripura and tumaria reservire in district Udham Singh nagar For Procurement of Power on Long Term Basis by Uttarakhand Power Corporation Limited (UPCL)

We certify that the Bidding Company/Member in a Bidding Consortium [*Strike out if not applicable*] had a minimum Net worth of Rs.----crore (Rupees ----- Crore) based on unconsolidated audited annual accounts of financial year 2018-19 or at (later date). This Net worth has been calculated in accordance with instructions provided in Clause 2.10.1 of the RFP.

For the above calculations, we have considered the Net worth by Bidding Company and/ or its Parent/ Affiliates for the financial year 2018-19 as per following details:

Name of Bidder/ Bidding Company	Relationship with Bidding Company*	Net worth (Rs. Crore)#	Financial Year
1			
2			
3			
....			
Total Net worth			

* 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 Net worth 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 Net worth requirement: Rs_____crores
- iii. Percentage of equity commitment by the Member___%
- iv. Net worth requirement for the Member***:Rs._____crores.

Net worth 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 Net worth by Member in Bidding Consortium and/ or Parent/Affiliate for financial year_____as per following details:

Name of Company	Relationship with Member*(Parent/ Affiliate)	Net worth**(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.

** Net worth requirement to be met by a Member shall be in proportion to the equity commitment of the Member for the Project Company. 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.

Yours faithfully

**(Signature & Name of the person Authorized
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 Net worth 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,

**General manager,
Uttarakhand Project Development and Construction Corporation limited. (UPDCC)
(A Government of Uttarakhand Enterprise)
P-IV/15, Yamuna colony, Dehradun, 248001.**

Dear Madam/Sir,

Sub: Response to RFP for “Selection of Developer(s) for Setting of 40 MW Aggregate Capacity Grid Connect Solar PV Power Projects near Haripura and tumaria reservire in district Udham Singh nagar For Procurement of Power on Long Term Basis by Uttarakhand Power Corporation Limited (UPCL)

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 individual or registered company, Limited Liability Partnership (LLP), Trust, Society, or any organization/Institutions. Bidder shall be eligible on standalone basis or as a part of the bidding consortium.”
- ii. 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.

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 Authorized By 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,

**General manager,
Uttarakhand Project Development and Construction Corporation limited. (UPDCC)
(A Government of Uttarakhand Enterprise)
P-IV/15, Yamuna colony, Dehradun, 248001.
Mobile: 9412312479
e-mail:updcc.gm@gmail.com**

Dear Madam/Sir,

Sub: Response to RFP for “Selection of Developer(s) for Setting of 40 MW Aggregate Capacity Grid Connect Solar PV Power Projects near Haripura and tumaria reservire in district Udham Singh nagar, Uttarakhand

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

1. Grid Connectivity

- i. After selection as successful Bidder We will approach to Discom for providing connectivity for our solar PV power project of.....MW proposed to be located at _____ [Insert location of the Project], with the State grid at appropriate voltage level.
- ii. 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.

2. 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, 2016, 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 200 MW Grid connected Solar PV Power Projects through Tariff Based Competitive Bidding Process under Type-I of Uttarakhand Solar Energy Policy-2013 as amended time to time” by UPCL” in the country of India, including signing and submission of all documents and providing information / Bid to UPDCC, representing us in all matters before UPDCC, and generally dealing with UPDCC 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, 2013 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, 2013 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 datedexecuted 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 200MW Grid connected Solar PV Power Projects through Tariff Based Competitive Bidding Process under Uttarakhand Solar Energy Policy-2013 and as amended time to time 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 there solution.
- 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 2013 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 BIDBOND

(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 40 MW Grid connected Solar PV Power Projects through Tariff Based Competitive Bidding Process under Uttarakhand Solar Energy Policy-2013 and as amended from time to time”** for meeting the requirements of UPCL in response to the RFP datedissued by UPDCC, (hereinafter referred to as **UPDCC**) and such UPDCC 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 UPDCC or its authorized representative at Uttarakhand Renewable Energy Development Agency, Energy Park, Industrial Area, Patelnagar, Dehradun forthwith on demand in writing from UPDCC 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 UPDCC] 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 UPDCC 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 UPDCC 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 UPDCC or its authorized representative to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against UPDCC 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 here in.

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, UPDCC 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 UPDCC 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 UPDCC and may be assigned, in whole or in part, (whether absolutely or by way of security) by UPDCC 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 UPDCC 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.....(Rsonly) and its 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 UPDCC 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.

Signature
Name:
Designation with Bank Stamp

2.
Signature
Name and address

Attorney as per power of attorney No.

For:

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

Banker's Stamp and Full Address:

Dated thisday of..... 20.....

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

Format 4.7 (Financial Bid)

To,

General manager,
Uttarakhand Project Development and Construction Corporation limited. (UPDCC)
(A Government of Uttarakhand Enterprise)
P-IV/15, Yamuna colony, Dehradun, 248001.

Dear Madam/Sir,

Sub: Response to RFP for “Selection of Developer(s) for Setting of 40 MW Aggregate Capacity Grid Connect Solar PV Power Projects near Haripura and tumaria reservire in district Udham Singh nagar, Uttarakhand.

Name of Bidding Company:

Address of Bidding Company/ Lead Member of the Bidding Consortium :

Sr. No.	Description	Unit	Single Tariff for 25 year in Rs/Kwh
1	Fixed Single Tariff for power supplied to UPDCC for 40.00 MW of solar PV project for 25 year tenure	Rs./Kwh	

- 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 Fixed Tariff.
- The Fixed Tariff in Rs./kwh shall be provided up to two (2) decimal points and shall not be more than Rs. 3.86/Kwh or as per clause 2.22.2(ii) of document.
- All pages of this Format shall be signed by the authorized signatory.
- The contents of this format shall be clearly typed.

(Signature of Bidder)
With seal

To be uploaded in Part B.
Other document / condition, terms if enclosed will liable to be rejection of bid.

Format 4.8: Disclosure

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

To,

**General manager,
Uttarakhand Project Development and Construction Corporation limited. (UPDCC)
(A Government of Uttarakhand Enterprise)
P-IV/15, Yamuna colony, Dehradun, 248001.**

Sub: Bidders' Disclosure for Response to RFP for "Selection of Developer(s) for Setting of 40 MW Aggregate Capacity Grid Connect Solar PV Power Projects near Haripura and tumaria reservire in district Udham Singh nagar, Uttarakhand.

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: Litigation History

Litigation History

Name of Bidder

A. LITIGATION

Year	Award for or against applicant	Name of client/cause of litigation & matter of dispute	Disputed amount	Actual amount awarded
			Rs.(in lacs)	Rs. (In lacs)

B. RECOVERIES/PENDING RECOVERIES From Department/Company

Year	Name of Department	Amount Recovered/ Pending recoveries Rs. (In lacs)	Details

C. PUNISHMENT HISTORY (Give details)

Note: -Above information should be given in form of an affidavit on Rs. 100 Stamp form and Rs. 1/-revenue stamp duly notarized.

Format 4.10: 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.)

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 UPDCC (herein after referred to as **UPDCC**), agreeing to execute the RFP Documents with the Successful Bidder(s) for 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 UPDCC at Dehradun forthwith on demand in writing from UPDCC 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 10.0 lakhs/MW with respect to the Contracted Capacity of UPDCC as per the terms of PPA] on behalf of M/s.....[Insert name of the Successful Bidder].

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]. UPDCC 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 UPDCC, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to UPDCC.

The Guarantor Bank shall make payment here under on first demand without restriction or conditions and not with standing any objection by,..... [Insert name of the Successful Bidder] and/or any other person. The Guarantor Bank shall not require UPDCC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against UPDCC 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 UPDCC 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 UPDCC 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 UPDCC and may be assigned, in whole or in part, (whether absolutely or by way of security) by UPDCC 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 UPDCC 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 Article..... of 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 UPDCC 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.

Signature

Name:
Designation with Bank Stamp

2.

Signature

Name and address

Attorney as per power of attorney No.

For:

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

Banker's Stamp and Full Address:

Dated thisday 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 4.11: List of Banks

A. NATIONALISED/SCHEDULED BANKS

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

B. 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 UPDCC 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 4.12: 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)	10	9.1, 9.2, 9.3.....
10	Other Documents which have been specified for submission in this RFP (Please specify)	11	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 4.13: 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 _____MW SOLAR POWER

FROM

GRID CONNECT SOLAR PV POWER PLANT

FOR

25YEARS

By

[Insert Name of Successful Bidder]

With

**Uttarakhand Project Development and Construction
Corporation limited (UPDCC), Dehradun**

Draft
POWER PURCHASE AGREEMENT
BETWEEN
Uttarakhand Power Corporation Limited
AND
UTTARAKHAND PROJECT DEVELOPMENT AND CONSTRUCTION
CORPORATION LIMITED

THIS AGREEMENT is made this **day of 201.. (hereinafter called the Effective Date)**, between **M/s**, Registered under the *Company's Act, 2013*, and having its registered office at hereinafter called the "Solar Photovoltaic Power Plant", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees as party of the first part, and **Uttarakhand Power Corporation Limited** a Company registered under *the Company's Act, 1956*, having its Registered Office at **V.C.V. Gabar Singh Urja Bhawan, Kanwali Road, Dehradun**, hereinafter called "UPCL", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees as party of the second part.

WHEREAS, the Solar Photovoltaic Power Plant is engaged in the business of power generation situated at in the state of Uttarakhand, more particularly described in Annexure I attached hereto and made a part hereof,

AND WHEREAS, **UPCL** is a distribution licensee operating in the State of Uttarakhand, and has license to supply power in entire State

AND

WHEREAS the Solar Photovoltaic Power Plant has undertaken to implement the power project by installing plant and equipment having installed capacity of **(KW/MW) situated at**, **Uttarakhand.**

AND WHEREAS, the Solar Photovoltaic Power Plant **desires to sell entire/surplus (KW/MW) energy** scheduled to be generated in the Solar Photovoltaic Power Plant's facility.
And

UPDCC agrees to purchase **entire/surplus (KW/MW) energy** generated from such capacity by the Solar Photovoltaic Power Plant for sale, under the terms and conditions set forth herein, and

"WHEREAS the Solar Photovoltaic Power Plant, agrees to purchase power for it's auxiliaries from UPDCC in a situation when the Solar Photovoltaic Power Plant, is not in a position to generate electricity to meet the requirement of its own use or for start up the plant and UPDCC agrees to supply such power to plant as per Regulation 47 of the Uttarakhand Electricity Regulatory Commission as provided in 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, 2018," as amended from time to time and as per Hon'ble UERC order dated....

This agreement has been approved be Hon'ble UERC videand the changes suggested by UERC in this agreement have been incorporated in the PPA being executed now.

Draft
POWER PURCHASE AGREEMENT
BETWEEN
UTTARAKHAND PROJECT DEVELOPMENT AND CONSTRUCTION
CORPORATION LIMITED
AND
M/s

THIS AGREEMENT is made this **day of 201.. (hereinafter called the Effective Date)**, between **M/s**, Registered under the *Company's Act, 2013*, and having its registered office at hereinafter called the "Solar Photovoltaic Power Plant", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees as party of the first part, and **Uttarakhand Power Corporation Limited** a Company registered under *the Company's Act, 1956*, having its Registered Office at **V.C.V. Gabar Singh Urja Bhawan, Kanwali Road, Dehradun**, hereinafter called "UPCL", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees as party of the second part.

WHEREAS, the Solar Photovoltaic Power Plant is engaged in the business of power generation situated at in the state of Uttarakhand, more particularly described in Annexure I attached hereto and made a part hereof,

AND WHEREAS, **UPCL** is a distribution licensee operating in the State of Uttarakhand, and has license to supply power in entire State

AND

WHEREAS the Solar Photovoltaic Power Plant has undertaken to implement the power project by installing plant and equipment having installed capacity of **(KW/MW) situated at, Uttarakhand.**

AND WHEREAS, the Solar Photovoltaic Power Plant **desires to sell entire/surplus (KW/MW) energy** scheduled to be generated in the Solar Photovoltaic Power Plant's facility.
And

UPDCC agrees to purchase **entire/surplus (KW/MW) energy** generated from such capacity by the Solar Photovoltaic Power Plant for sale, under the terms and conditions set forth herein, and

“WHEREAS the Solar Photovoltaic Power Plant, agrees to purchase power for it’s auxiliaries from UPDCC in a situation when the Solar Photovoltaic Power Plant, is not in a position to generate electricity to meet the requirement of its own use or for start up the plant and UPDCC agrees to supply such power to plant as per Regulation 47 of the Uttarakhand Electricity Regulatory Commission as provided in 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, 2018," as amended from time to time and as per Hon'ble UERC order dated....

This agreement has been approved be Hon'ble UERC videand the changes suggested by UERC in this agreement have been incorporated in the PPA being executed now.

WHEREAS the parties to the agreement bind themselves for compliance of all relevant provisions specified by the Commission in different regulations regulating the functioning of State Transmission Utility, other transmission licensee and State Load Dispatch Centre; and

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

1. Definitions

Other than those defined below, the words/expressions used in this agreement, unless repugnant to the context, shall have the meaning assigned to them in the Electricity Act, 2003, Uttarakhand State Grid Code, as amended from time to time, 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, 2018 as amended from time to time and as per Hon'ble UERC order dated 20-03-2015 vide which Draft PPA along with tariff in the matter has been approved, and the rules framed there under. The words/expressions listed below shall have the meanings respectively assigned hereunder.

- 1.1 'Bill Meter' means Import and Export Meter on the basis of which energy bills shall be raised by the Solar Photovoltaic Power Plant /UPDCC.
- 1.2 'Check Meter' means Import and Export Meter for performing a check on the accuracy of the Bill Meter.
- 1.3 'CoD' means the Date of commercial operation or Commissioning (CoD)" in relation to a unit means the date declared by the generator on achieving maximum continuous rating through a successful trial run and in relation to the generating station, the date of commercial operation means the date of commercial operation of the last unit or block of generating station and expression 'commissioning' shall be construed accordingly.
Provided that in case of Small Hydro Plants the date of commissioning shall not be linked to achieving maximum continuous rating, nevertheless the generator will have to demonstrate the same within three years of commissioning.
Provided further that in case of Solar PV plant, date of commercial operation or Commissioning (CoD) shall be considered as the date of first injection of power into the licensee's grid after completion of project in all respect subsequent to compliance of all the following pre-requisites:
 - (a) Installation of energy meter as certified by the concerned Executive Engineer of the distribution licensee.

- (b) Project completion report as verified by UPDCC, the State no dalagency.
 - (c) Issuance of Clearance Certificate by the Electrical Inspector.
 - (d) Further, such generator has to demonstrate minimum 75% Performance Ratio based on the rated installed capacity in kW or MW at the time of inspection for initial commissioning.
- 1.4 'Export Meter' means Bill Meter installed at interconnection point for measurement of Active Energy, Maximum demand and Power factor for Energy exported to the Solar Photovoltaic Power Plant's from **UPCL33/11kV..... , Uttarakhand.**
 - 1.5 'Energy Account Month' means period from 00 hrs of 1stday to 24 hrs of last day of the billing month.
 - 1.6 'Sub Station' means **33/11 kV, Uttarakhand** owned maintained and operated by UPCL.
 - 1.7 'Import Meter' means Bill Meter installed at interconnection point for Measurement of Active Energy, Maximum demand and Power factor for Energy imported from the Solar Photovoltaic Power Plant's to **UPCL33/11kV..... , Uttarakhand.**
 - 1.8 'Bill' means a bill raised, that includes all charges to be paid by UPCL with respect to sale of power by the Solar Photovoltaic Power Plant to UPCL.
 - 1.9 'State Transmission Utility (STU)' means Power Transmission Corporation of Uttarakhand Limited (PTCUL) being the transmission utility specified so by the Government of Uttarakhand.
 - 1.10 'TOD' means "Time of day", for the purpose of Metering.
 - 1.11 'UERC' means the Uttarakhand Electricity Regulatory Commission.
 - 1.12 'Wheeling' means the operation whereby the distribution system and associated facilities of a transmission licensee or distribution licensee, as the case may be, are used by another person for the conveyance of electricity on payment of charges to be determined under section 62 of the Electricity Act 2003.
 - 1.13 '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, 2018 as amended from time to time.
 - 1.14 'State Grid Code (SGC)' means the Uttarakhand Electricity Regulatory Commission (State Grid Code) Regulations, 2016 specified under clause(h) of subsection(1) of section 86 of the Act by Uttarakhand Electricity Regulatory Commission or its subsequent amendment thereof.
 - 1.15 'Distribution Code' means the Uttarakhand Electricity Regulatory Commission (Distribution Code) Regulations, 2018 as amended from time to time.
 - 1.16 'Inter-connection Point" in respect of all the RE based generating stations, except Grid interactive Roof Top and Small Solar PV Power Projects, 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;
However, in respect of Grid interactive Roof Top and Small Solar PV Power Projects, Inter-connection Point shall mean the interface of solar power generation facility under net metering arrangement with the network of licensee and shall normally be the point where export/import meter is installed to measure the energy transfer between the licensee and the eligible consumer;.

- 1.16 'Commission' means the Uttarakhand Electricity Regulatory Commission(UERC).
1.17 'UPDCC' means Uttarakhand Project Development and Construction Corporation Limited.

2. POWER PURCHASE, SALE AND BANKING

- 2.1 UPDCC shall accept and purchase **entire/surplus (KW/MW) of power** made available to UPCL system from Solar Photovoltaic Power Plant @Rs intimated vide letter no.....dated..... (Annexure-IX) after the bidding process conducted by UPDCC. Above rate of sale of Power shall be applicable only if the Solar Photovoltaic Power Plant commissions its plant on or before However if the plant is commissioned after, the rate of sale of power would be as determined by the UERC for the year of commissioning if such rates are lower than the tariff agreed to in the PPA otherwise tariff agreed in this PPA shall continue.
- 2.2 If Solar Photovoltaic Power Plant opts to construct evacuation infrastructure the clause 15(1)(c) of RE Regulation 2018 shall be applied.
- 2.3 The supply of electricity by UPDCC to Solar Photovoltaic Power Plant, in case Solar Photovoltaic Power Plant's plant is not in a position to generate electricity to meet the requirement of its own use or for start up and consequently power is required to be drawn from UPDCC, shall be as per Regulation 47 of 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,2018.
- 2.4 The Solar Photovoltaic Power Plant and UPDCC shall comply with all the regulations issued by UERC from time to time including but not limited to Uttarakhand Electricity Grid Code, Open Access Regulations, SLDC Regulations to the extent they are applicable to them.
- 2.5 The Project developed on conventional solar PV technology should have a minimum CUF of 12% 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 UPDCC, for such shortfall in units.
Further if the developer achieves the CUF greater than 22% for Solar PV in any given contract year, the applicable Tariff shall be 50% of the project tariff for such additional generated power above 22% CUF from the developer.

3 MAINTENANCE REQUIREMENT OF THE SOLAR PHOTOVOLTAIC POWER PLANT

- 3.1 The Solar Photovoltaic Power Plant's annual maintenance schedule shall normally be in the month of July every year. The Solar Photovoltaic Power Plant shall inform in writing to UPDCC regarding the maintenance schedule in accordance with provisions of the SGC as revised by the Commission from time to time at least one month in advance.
- 3.2 Environmental Clearance and compliance of environmental standards shall be the sole responsibility of the Solar Photovoltaic Power Plant developer/owner.

4. SUPPLY SCHEDULE

The Solar Photovoltaic Power Plant shall furnish to UPDCC and the State Load Despatch Centre (SLDC), a month-wise Supply Schedule and other information, as required in the Regulations and SGC as amended from time to time or provisions of any other regulation in that regard or as desired otherwise.

5. BILLING PROCEDURE AND PAYMENTS

- 5.1 The Solar Photovoltaic Power Plant shall raise monthly bill as per RE Regulation 2018, based on the monthly Joint Meter Reading with help of MRI of the Bill Meter installed at interconnection point along with the detailed MRI Report of the Meter at the time of reading and Load Survey data of previous 35 days. The MRI report should also be certified by the representative of UPCL. Soft copy of the MRI shall also be submitted.
- 5.2 The Monthly Bill in triplicate along with supported documents viz. Joint Meter Readings and the MRI document (Bill & Check Meter) duly signed by Executive Engineer (Distribution), Executive Engineer (Test) UPCL of the concerned division within 3 days after the meter reading is taken and where either of the authorised officer is not available during these three days signature of one officer should suffice with load survey data of previous 35 days raised by the Solar Photovoltaic Power Plant shall be delivered to UPDCC at office of Chief Engineer (Commercial), Gabar Singh Bhawan, Kanwali Road, Dehradun on or before the fifth (5th) working day of the following month hereinafter called the **Monthly Bill date**.
- 5.3 UPDCC shall make full payment against such Monthly Bills to the Generating Company from the date of the receipt of original monthly bill along with complete documents mentioned in 5.1. & 5.2 with following rebate options:-
 - i. For payment of bills through the letter of credit on presentation, a rebate of 2% shall be allowed.
 - ii. Where payments are made by a mode other than through the letter of credit but within a period of 45 days of presentation of bills by the generating company, a rebate of 1% shall be allowed.
- 5.4 For default in payment beyond 75 days from the billing, a surcharge at the rate of 1.25(%) percent per month or part thereof shall be levied on the billed amount. However, In case of any Delay by UPCL to UPDCC in making payment, No penalty claim or interest, shall be applicable and admissible to developer.
- 5.5 The bills raised by the Solar Photovoltaic Power Plant shall be paid in full subject to the conditions that:-
 - (i) There is no apparent arithmetical error in the bill(s).
 - (ii) The bill(s) is/are claimed as per tariff referred to in Para 2 of this agreement. They are in accordance with the energy account referred to in Para 14 of this agreement.
- 5.6 In case of any dispute regarding the bill raised by the Solar Photovoltaic Power Plant, UPDCC shall file a written objection with the Solar Photovoltaic Power Plant within fifteen days of receipt of the bill giving full particulars of the disputed item(s), with full details/data and reasons of discrepancies and amount disputed against

each item. The Solar Photovoltaic Power Plant shall resolve the above with UPDCC within 30 working days.

- 5.7 In case, the dispute is not resolved within 30 working days as provided in para 5.6 above, and in the event it is decided to proceed with the Arbitration as provided in para 23 of this agreement, then UPDCC shall pay 100% of the disputed amount forthwith and refer the dispute for arbitration as provided in this agreement. The amount of excess/shortfall with respect to the said disputed amount on final award of arbitration shall be paid/adjusted but in case of excess, the adjustment shall be made with interest at rate 1.25% per month from the date on which the amount in dispute was refundable by the Solar Photovoltaic Power Plant to UPDCC.

5.8 PAYMENT SECURITY MECHANISM:

Being a renowned and Government undertaking company, UPDCC pays energy bills in time and therefore there is no need for payment security mechanism through LC.

However, if required Payment of bills for supply of power from the Solar Photovoltaic Power Plant may be made by the UPDCC through irrevocable revolving Letters of Credit (LC) established in favour of Solar Photovoltaic Power Plant with a public sector scheduled bank at least one month prior to the commencement of power supply from the station. All the expenses towards opening/closing of LC shall be on the account of generator.

6. PARALLEL OPERATIONS

- 6.1 After receiving the request from the Solar Photovoltaic Power Plant, in writing, the Distribution Licensee shall allow the Solar Photovoltaic Power Plant to interconnect and operate its Generating Plant in parallel with its distribution network, subject to fulfillment of terms and conditions of this agreement, by the Solar Photovoltaic Power Plant.
- 6.2 The Solar Photovoltaic Power Plant shall be allowed connectivity at kV with the system of the Distribution Licensee through an independent feeder at the interconnection point or with the incoming feeder of the Distribution Licensee, as the case may be, subject to fulfillment of the terms and conditions and protection scheme by the Solar Photovoltaic Power Plant, as approved by Distribution Licensee. The final approval shall be obtained from the Distribution Licensee before charging the line.
- 6.3 The Solar Photovoltaic Power Plant shall also obtain necessary clearance from the Electrical Inspectorate and other department necessary for interconnecting with the system of Distribution Licensee.
- 6.4 The Solar Photovoltaic Power Plant shall operate and maintain the interconnection and parallel operation facility in accordance with accepted good engineering practices in the electricity industry, relevant technical standards and specifications.

7. GENERATION FACILITIES OWNED AND OPERATED BY THE SOLAR PHOTOVOLTAIC POWER PLANT

- 7.1 The Solar Photovoltaic Power Plant shall own, install, operate, and maintain the Solar Photovoltaic Power Plant equipments and associated dedicated transmission line described in Annexure I. The Solar Photovoltaic Power Plant shall follow such

operating procedures on its side of the electric interconnection with UPCL/UPDCC 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 and UPDCC.

- 7.2 All electrical equipments shall be installed in compliance with the requirements of the Director of Electrical Safety, Government of Uttarakhand and safety specifications of the Central Electricity Authority (CEA) under section 53 of the Electricity Act, 2003.
- 7.3 The Solar Photovoltaic Power Plant further agrees to make no material changes or additions to, its facility, which may have an adverse effect on UPCL/UPDCC system or amend the single-line diagram, relay list and/or trip scheme given in Annexure I, without UPDCC/UPCL's prior written consent. UPCL/UPDCC agrees that such consent shall not be unreasonably withheld or given.
- 7.4 Without prejudice to the foregoing, the Solar Photovoltaic Power Plant shall install, operate, and maintain its facility in accordance with accepted prudent utility practices in the electricity industry. The Solar Photovoltaic Power Plant's operation and Maintenance schedules and staffing shall be adequate to meet such standards at all times.
- 7.5 UPDCC shall follow such operating procedures on its side of the electric interconnection point with the Solar Photovoltaic Power Plant, as required to receive Power from the Solar Photovoltaic Power Plant's facility, without avoidable interruptions or adverse consequences on the Solar Photovoltaic Power Plant, and consistent with applicable laws, rules and regulations, and the terms and conditions of this Agreement.

8. INTER CONNECTION FACILITIES

- 8.1 Interconnection Facilities means all the facilities which shall include existing **33/11 kV**, **Uttarakhand** owned, maintained and operated by UPDCC/UPCL/STU without limitations, switching equipment, communication, protection, control, meters and metering devices etc, for the incoming bay(s) for the Project Line(s) to be installed and maintained by Solar Photovoltaic Power Plant/UPCL/UPDCC at the cost to be borne by the Solar Photovoltaic Power Plant, to enable the evacuation of electrical output from the project in accordance with the Agreement. **Interconnection facility is subject to the feasibility of the connection at the respective Sub-Station provided by Executive Engineer, Concerned Division.**
- 8.2 Power from the Solar Photovoltaic Power Plant shall be transmitted at ... kV voltage and to the **33/11 kV**, **Uttarakhand** owned, maintained and operated by UPCL/STU/UPDCC.

- 8.3 The cost of laying the transmission line up-to the 33/11 kV, Uttarakhand owned, maintained and operated by UPCL/STU, the required bay, terminal equipments and associated synchronization equipments, etc shall be borne as per clause 41 (3) of UERC regulation 2018 by the owner.**
- 8.4 Technical standards for construction of electrical lines and connectivity with the grid shall be as per clause 41 (1) of UERC regulation 2018.
- 8.5 Maintenance of terminal equipment at the generating end and the dedicated transmission line owned by such generating station and maintenance of the terminal equipment(s) at the 33/11kV, Uttarakhand shall be as per clause 42 of UERC regulation 2018.**
- 8.6 Any work to be done by the Solar Photovoltaic Power Plant shall be taken up only with a specific approval and on the basis of approved drawings and specifications from UPCL/UPDCC which has to approve or otherwise shall be conveyed to the Solar Photovoltaic Power Plant within 30 days by UPCL and in compliance with the safety requirements as per the SGC. On the completion of work, final approval shall be obtained from UPCL/UPDCC before charging the line. The Solar Photovoltaic Power Plant shall obtain all statutory clearances/approvals required for this purpose.
- 8.7 The Solar Photovoltaic Power Plant shall consult UPCL/UPDCC on the scheme of protection of the interconnecting line(s) and the facilities at both ends and accordingly provide the equipment at both ends. The protection system, installed by the Solar Photovoltaic Power Plant, shall be tested by UPCL/UPDCC.
- 8.8 Without limiting the foregoing, the Solar Photovoltaic Power Plant and UPCL shall, operate and maintain the interconnection and parallel operation facility in accordance with accepted good engineering practices in the electricity industry and the State Grid Code Regulations, State Distribution Code Regulations, CEA (Safety requirements for Construction, Operation & Maintenance of Electrical Plants and Electric Lines) Regulations, 2011, CEA (Technical Standards for construction of Electric Plants and Electric Lines) Regulations, 2010, CEA (Technical Standard for Connectivity in the Grid) Regulations, 2007 & CEA (Measures relating to Safety and Electric Supply) Regulations, 2010 read with their amendments issued from time to time and directions of Director Electrical Safety (GOU) and Safety requirements as specified by the Authority under section 53 of the Indian Electricity Act, 2003.
- 8.9 The interconnection facilities, to be provided by the Solar Photovoltaic Power Plant are set forth in Annexure IV attached hereto and made a part hereof.

9. PROTECTIVE EQUIPMENT & INTERLOCKING

- 9.1 The Solar Photovoltaic Power Plant shall install, at its own cost, interconnection facilities that include necessary protective equipments and interlocking devices, which shall be so coordinated that any malfunctioning or abnormality in the Solar Photovoltaic Power Plants or in the bus of the Solar Photovoltaic Power Plant shall not adversely reflect on or affect UPCL/UPDCC's grid system. In event of any

malfunctioning or abnormality, the system shall be designed to ensure that the Solar Photovoltaic Power Plant's breaker trips first to protect the equipment. Prior to adopting it the Solar Photovoltaic Power Plant shall obtain approval of UPCL for the protection logic of the Solar Photovoltaic Power Plant system and the synchronization scheme.

10. TECHNICAL ASSISTANCE BY UPCL & SOLAR PHOTOVOLTAIC POWER PLANT'S RESPONSIBILITY

- 10.1 On request, UPDCC shall provide reasonable technical assistance to the Solar Photovoltaic Power Plant in preparing the design and specifications of the required facilities and for laying down the standard operating and maintenance procedures. The Solar Photovoltaic Power Plant, however, shall be responsible for procurement, installation, testing, maintenance and operation of the electrical system installed in the Solar Photovoltaic Power Plant's premises.
- 10.2 Notwithstanding the above, UPDCC shall not be responsible for any damage caused to the electrical system/generating set of the Solar Photovoltaic Power Plant on account of errors or defects in the design, procurement, installation, testing, maintenance and operation of the system.

11. ARRANGEMENTS AT THE POINT OF SUPPLY

The Solar Photovoltaic Power Plant shall make all arrangements for paralleling the set(s) with UPCL/ UPDCC's grid in consultation with and to the satisfaction of UPCL/UPDCC, subject to the approval of the Director of Electrical Safety, Government of Uttarakhand and safety specifications of the Central Electricity Authority (CEA) under Section 53 of the Electricity Act, 2003.

12. SYNCHRONISATION

- 12.1 The Solar Photovoltaic Power Plant shall give at least sixty (60) days advance written notice of the date on which it intends to synchronize a unit of the plant with the grid system, to the **General manager of UPDCC**. The authorized representative of the Solar Photovoltaic Power Plant and the Nodal Officer of UPCL/UPDCC shall inspect the unit which the Solar Photovoltaic Power Plant intends to synchronize to the Grid System within Seven days after being notified in writing by the Solar Photovoltaic Power Plant about the readiness of the unit for the synchronization with the grid.
- 12.2 The Solar Photovoltaic Power Plant shall synchronize its power generating set in consultation with the **Executive Engineer, Electricity Distribution Division,in-charge of the 33/11 kV, Uttarakhand** of UPCL/Nodal officer UPDCC and as per provisions of the SGC as amended from time to time.

12.3 UPDCC shall not be responsible for the damage, if any, caused to the plant and equipment of the Solar Photovoltaic Power Plant due to failure of the synchronizing or the protective system provided by the Solar Photo voltaic Power Plant.

13. LIASON WITH & ASSISTANCE FROM UPCL

The Solar Photovoltaic Power Plant shall closely liaise with the **Nodal Officer (Executive Engineer, Electricity Distribution Division,**) of UPCL/Nodal officer UPDCC and shall inform the date of commencement of delivery of power to the **designated officials** one month in advance and also arrange for testing and commissioning of the protection system at least 15 days in advance. If requested by the Solar Photovoltaic Power Plant, UPCL/UPDCC shall extend assistance for testing, subject to the condition that the Solar Photovoltaic Power Plant shall pay the charges for such assistance to UPCL/UPDCC, if so indicated by the concerned Testing Division of UPCL/UPDCC in accordance with the Regulation. The Solar Photovoltaic Power Plant shall conduct Commissioning tests in presence of designated officials of UPCL/UPDCC and submit the testing results to UPCL/UERC/UPDCC.

14. METERING

14.1 The Solar Photovoltaic Power Plant shall supply two identical sets of IAMR ANDMRI 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 Solar Photovoltaic Power Plant, 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 or its subsequent amendment thereof.

14.2 The Solar Photovoltaic Power Plant shall bear the cost of installing new/additional meter/metering system.

14.3 The joint meter readings shall be recorded in the format given in Annexure V&VI.

14.4 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.

14.5 UPCL shall, test all the metering equipment for accuracy, in the presence of a representative of the Solar Photovoltaic Power Plant/UPDCC, if the Solar Photovoltaic Power Plant so elects, at least once every year 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.

14.6 UPCL/UPDCC's designated representative and the representative of the Solar Photovoltaic Power Plant 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/UPDCC and the Solar Photovoltaic Power Plant.
- 14.7 The reading and testing of meters and associated equipment shall be in accordance with accepted good engineering practices in the electricity industry.
- 14.8 Calibration, inspection and testing of meters and the associated equipment shall be the responsibility of UPCL, who shall bear the related costs.
- 14.9 Meter readings shall be taken jointly by parties as indicated below:-
- I. UPDCC- Authorized representative of UPDCC**
 - II. Solar Photovoltaic Power Plant side - Authorized representative of the Solar Photovoltaic Power Plant.**
- 14.10 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 **0.40 % (point four percent)** of the Bill Meter reading.
- 14.11 If in any month the consumption of the Bill Meter and Check Meter are found to be doubtful or beyond the permissible **0.40 % (point four percent)** 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.
- 14.12 During the period of checking and calibration of both meters simultaneously, another export and import meter duly calibrated and supplied by Solar Photovoltaic Power Plant would be installed by UPCL. For this purpose, one spare set of meters of relevant standards as per 14.1 clause would be required to make available with the Solar Photovoltaic Power Plant at all times.
- 14.13 If the Bill Meter is found to be defective, and the Check meter is found to be accurate then the reading from the later shall be used for billing purpose and the Bill meter would be re-calibrated and re-installed or replaced by UPCL 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.
- 14.14 Metering at generating terminal of each unit of the Solar Photovoltaic Power Plant shall be ensured as per the guidelines of the CEA.

15. ACCEPTANCE AND APPROVAL OF UPDCC

UPDCC's acceptance or approval for equipment, additions or changes to equipment, and their operational setting etc., would be required. Such acceptance/approval shall not be unreasonably withheld and an approval or otherwise shall be conveyed to the Solar

Photovoltaic Power Plant within 30 days and shall be based on UPDCC's existing policies and practices.

16. DEEMED GENERATION:

“As per 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, 2018 as amended from time to time.”

17. CONTINUITY OF SERVICE

17.1 The supply of electricity by the Solar Photovoltaic Power Plant shall be governed by instructions from the State load dispatch centre, as per the provisions of the SGC as amended from time to time. However, UPCL/ UPDCC may require the Solar Photovoltaic Power Plant to temporarily curtail or interrupt deliveries of power only when necessary in the following circumstances:-

- a. Repair and/or Replacement and/or Removal of UPCL/UPDCC 's equipment or any part of its system that is associated with the Solar Photovoltaic Power Plant's facility; and/or
- b. Endangerment of Safety: If UPCL/UPDCC determines that the continued operation of the facility may endanger the safety of UPDCC's personnel or integrity of UPDCC/UPCL's electric system, or have an adverse effect on the provision of electricity to UPCL/ UPDCC's other consumers/customers; and/or
- c. Force Majeure Conditions as defined in para 26 below

17.2 Before disconnecting the Solar Photovoltaic Power Plant from UPCL's/ UPDCC system, UPDCC/UPCL shall, except in the case of an emergent situation, give advance intimation to the Solar Photovoltaic Power Plant through telephone/wireless or through other means of communication along with reasons for disconnection, and the likely period of the disconnection. However, subsequent to disconnection, UPCL/UPDCC shall immediately notify the Solar Photovoltaic Power Plant by telephone and confirm in writing the reasons for, and the likely period of, disconnection. During the period so notified UPDCC/UPCL shall not be obligated to accept or pay for any power from the Solar Photovoltaic Power Plant.

17.3 In any such event as described above, UPCL/UPDCC shall take all reasonable steps to minimize the frequency and duration of such interruptions, curtailments, or reductions.

17.4 UPDCC/UPCL shall avoid scheduling any event described in 17.1 above, to the extent reasonably practical, during the Solar Photovoltaic Power Plant's operations. Where the scheduling of such an event during the Solar Photovoltaic Power Plant's operations cannot be avoided, UPDCC shall provide the Solar Photovoltaic Power Plant with fifteen days advance notice in writing to enable the Solar Photovoltaic Power Plant to cease delivery of Power to UPDCC at the scheduled time.

17.5 In order to allow the Solar Photovoltaic Power Plant's facility to remain on-line and to minimize interruptions to Solar Photovoltaic Power Plant operations, the Solar Photovoltaic Power Plant may provide automatic equipment that will isolate the

Solar Photovoltaic Power Plant's facility from UPCL/ UPDCC system during major system disturbances.

18. DAILY/MONTHLY/ANNUAL REPORT

The Solar Photovoltaic Power Plant shall submit daily/monthly/annual and other reports on the format, and as per the procedure, specified in the SGC as amended from time to time and under the Regulations or as desired by the UPDCC.

19. CLEARANCES, PERMITS AND LICENSES

The Solar Photovoltaic Power Plant developer shall obtain, at its own expense, all authorizations, permits, and licenses required for the construction, installation and operation of the Solar Photovoltaic Power Plant's facilities and any inter connection facilities, including but not limited to, rights-of-way or easements. UPDCC shall provide reasonable assistance, for obtaining permissions, approvals and clearances, to the Solar Photovoltaic Power Plant if so requested by the Solar Photovoltaic Power Plant.

20. DURATION

- 20.1 Unless terminated by default described in clause 21 below, this agreement shall be valid till the expiry of **25 years** from the date of commercial operation of the project.
- 20.2 The agreement may be renewed or extended for such period as may be mutually agreed between the Solar Photovoltaic Power Plant and UPDCC on expiry of initial term described at 20.1 above.
- 20.3 UPDCC reserves the first right of purchase after the expiry of initial term of PPA.

21. EVENTS OF DEFAULT AND TERMINATION

- 21.1 The occurrence of any of the following events at any time during the term of this agreement shall constitute a default by the Solar Photovoltaic Power Plant
 - a. Failure on the part of the Solar Photovoltaic Power Plant to use reasonable diligence in operating, maintaining, or repairing the Solar Photovoltaic Power Plant's facility, such that the safety of persons and property, UPDCC's equipment, or UPDCC's service to others is adversely affected; or
 - b. Failure or refusal by the Solar Photovoltaic Power Plant to perform its material obligations under this agreement; or
 - c. Abandonment of its interconnection facilities by the Solar Photovoltaic Power Plant or the discontinuance by the Solar Photovoltaic Power Plant of services covered under this agreement, unless such discontinuance is caused by force majeure, or an event of default by UPDCC, or
 - d. Failure by the Solar Photovoltaic Power Plant to abide by all statutory provisions, rules, regulations, directions and conditions for installation,

- operation, and supply of power and maintenance of units etc., enforced from time to time by the Union/State Government, UERC or other empowered authorities, including compliance with the SGC, or
- e. Failure by the Solar Photovoltaic Power Plant to pay UPDCC any amount payable and due under this agreement within sixty (60) working days of the demand being raised.
- 21.2 The occurrence of any of the following at any time during the term of this agreement shall constitute a default by UPDCC:-
- a. Failure to pay to the Solar Photovoltaic Power Plant any amount payable and due under this agreement within seventy five (75) working days of the receipt of the complete monthly purchase bill as defined in para 5 of this agreement; or
 - b. Failure to use reasonable diligence in operating, maintaining; or repairing UPDCC/UPCL's **33/11 kV**, **Uttarakhand**, such that the safety of persons or property in general, or the Solar Photovoltaic Power Plant's equipment or personnel are adversely affected; or
 - c. Failure or refusal by UPDCC to perform its material obligations under this agreement; or
 - d. Abandonment of its interconnection facilities by UPCL or the discontinuance by UPDCC of services covered under this agreement, unless such discontinuance is caused by force majeure or an event of default by the Solar Photovoltaic Power Plant.
 - e. Except for failure to make any payment due, within seventy five (75) working days of receipt of the monthly purchase bill, if an event of default by including nonpayment of bills either party extends beyond a period of seventy five (75) working days after receipt of written notice of such event of default from the non-defaulting party, then the non-defaulting party may, at its option, terminate this agreement by delivering written notice of such termination to the party in default.
- 21.3 Failure by either UPDCC or the Solar Photovoltaic Power Plant developer to exercise any of its rights under this agreement shall not constitute a waiver of such rights. Neither party shall be deemed to have waived the performance of any obligation by the other party under this agreement, unless such a waiver has specifically been made in writing and approved by the UERC.
- 21.4 UPDCC reserves the right to terminate this agreement upon one months notice to the Solar Photovoltaic Power Plant Developer, if the Solar Photovoltaic Power Plant's facility fails to commence production of electric power within three months from the planned commercial operation date mentioned in Annexure1.

22. COMMUNICATION

In order to have effective co-ordination between UPDCC and the Solar Photovoltaic Power Plant, a designated official shall be kept on duty round the clock by the Solar Photovoltaic Power Plant and UPDCC in their respective premises, with information to each other about the name, location, telephone number etc., of the official. Without prejudice to discharge of their rightful duties by others, this duty official shall take necessary action on receiving information about developments from the other party. The

Solar Photovoltaic Power Plant shall provide reliable and effective communication through wireless/hotline etc., between the Solar Photovoltaic Power Plant & the interconnecting substation of UPDCC and between the Solar Photovoltaic Power Plant and the SLDC. The Solar Photovoltaic Power Plant shall make provision for an RTU for remote monitoring of voltage, current and other related electrical parameters, as may be required by the UPDCC and also for AMR facility.

23. DISPUTES AND ARBITRATION

In the event of any dispute or difference between the parties concerning performance of this agreement and/or the rights and liabilities of the parties in respect of which a procedure for the resolution is not otherwise provided for in this agreement the following provisions shall apply:

- a. **General Manager, UPDCC** on behalf of UPDCC, and the **authorized representative of the Solar Photovoltaic Power Plant** would be empowered to indicate explicitly the nature and material particulars of the dispute/dissatisfaction and the relief sought and serve notice thereof on the other, with copy to the UPDCC's **Deputy General manager**,, under whose jurisdiction the Solar Photovoltaic Power Plant is located.
- b. On receiving such information, the **Deputy General manager**, of UPDCC in which the Solar Photovoltaic Power Plant is located, shall be required to personally meet the **authorized representative of the Solar Photovoltaic Power Plant** and the **Manager, UPDCC**, at his own office, separately and/or together, within 15 (Fifteen) days of the date of receipt of such notice, and attempt in good faith to resolve the dispute to the mutual satisfaction of the two parties, within the stipulations dictated by the letter and spirit of the agreement.
- c. If the dispute is not resolved by way of a settlement being arrived at and duly signed by each of the above officers within (30) thirty days of the date of receipt of the notice described in clause (a) above, the matter may be referred by either or both the above designated officers of the two parties to the UPCL's **General Manager, UPDCC** with information to the **Chief Executive of the Solar Photovoltaic Power Plant**. Within 15 days of receipt of such notice, the **Chief Engineer, (Commercial)** and the **Chief Executive of the Solar Photovoltaic Power Plant** would be required to meet at the former's office and endeavor to settle the dispute within a further period of (30) thirty days i.e. within a total period of 45 (forty Five) days from the initial date of receipt of the notice by the **Deputy General, Manager**.
- d. If the said dispute / dissatisfaction remains unresolved, either party can file a petition before UERC, whose decision will be final and binding on both the parties. UERC shall be empowered to determine the exact nature and modalities of the procedure to be adopted in resolving the matter.

24. INDEMNIFICATION

- 24.1 The Solar Photovoltaic Power Plant Developer shall indemnify, defend, and render harm free, UPDCC, its members, directors, officers, employees and agents, and their respective heirs, successors, legal representatives and assignees, from and against any and all liabilities, damages, costs, expenses (including attorneys fees), losses, claims, demands, action, causes of action, suits and proceedings of every kind, including those for damage to property of any person or entity (including the Solar Photovoltaic Power Plant) and/or for injury to or death of any person (including the Solar Photovoltaic Power Plant's employees and agents), which directly or indirectly result from or arise out of or in connection with negligence or willful misconduct of the Solar Photovoltaic Power Plant.
- 24.2 UPDCC shall indemnify and render the Solar Photovoltaic Power Plant Developer, its directors, officers, employees and agents, and their respective heirs, successors, legal representatives and assignees harmless from and against any and all liabilities, damages, costs, expenses (including outside attorneys fees), losses, claims, demands, actions, causes of action, suits and proceedings of every kind, including those for damage to the property of any person or entity (including UPCL) and/or injury to or death of any person (including UPDCC's employees and agents), which directly or indirectly result from or arise out of or in connection with negligence or willful misconduct by UPDCC.

25. ASSIGNMENT

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

26. FORCE MAJEURE

- 26.1 If any party hereto is wholly or partially prevented from performing any of its obligations under this agreement by reason of or due to lightning, earthquake, riots, fire, floods, invasion, insurrection, rebellion, mutiny, tidal wave, civil unrest, epidemics, explosion, the order of any court, judge or civil authority, change in State or National law, war, any act of God or a public enemy, or any other similar or dissimilar cause reasonably beyond its exclusive control and not attributable to its neglect, then in any such event, such party shall be excused from whatever

performance is prevented by such event, to the extent so prevented, and such party shall not be liable for any damage, sanction or loss for not performing such obligations.

26.2 The party invoking this clause shall satisfy the other party of the occurrence of such an event and give written notice explaining the circumstances, within seven days to the other party and take all possible steps to revert to normal conditions at the earliest.

26.3 Any payments that become/have become due under this agreement shall not be withheld, on grounds of force majeure conditions developing.

27. AUTHORITY TO EXECUTE

Each respective party represents and warrants as follows:

- a. Each party has all necessary rights, powers and authority to execute, deliver and perform this agreement.
- b. The execution, delivery and performance of this agreement by each respective party shall not result in a violation of any law or result in a breach of any government authority, or conflict with, or result in a breach of, or cause a default under, any agreement or instrument to which either respective party is a party or by which it is bound.
- c. No consent of any person or entity not a party to this agreement, including any governmental authority, is required for such execution, delivery and performance by each respective party. All necessary consents have been either obtained or shall be obtained in the future as and when they become due.

28. LIABILITY AND DEDICATION

28.1 Nothing in this agreement shall create any duty, standard of care, or liability to discharge by any person not a party to it.

28.2 No undertaking by one party to the other under any provision of this Agreement shall constitute the dedication of that party's system or any portion thereof to the other party or to the public; or affect the status of UPCL as a public utility or constitute the Solar Photovoltaic Power Plant or the Solar Photovoltaic Power Plant's facility as a public utility.

29. NODAL AGENCY OF UPDCC

UREDA shall act as a nodal agency for implementing this Agreement.

30. AMENDMENTS

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

31. BINDING EFFECT

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

32. NOTICES

Any written notice provided hereunder shall be delivered personally or sent by registered post, acknowledgement due, or by courier for delivery on written receipt, with pre-paid postage or courier charges, to the other party, at the following address:

UPDCC:

**General manager,
Uttarakhand Project Development and Construction Corporation limited. (UPDCC)
(A Government of Uttarakhand Enterprise)
P-IV/15, Yamuna colony, Dehradun, 248001.
Uttarakhand.**

SOLAR PHOTOVOLTAIC POWER PLANT:

M/s

.....

.....

Notice delivered personally shall be deemed to have been given when it is delivered at the office of, the Solar Photovoltaic Power Plant's or to the office of the General Manager, UPDCC as the case may be at address set forth above and actually delivered to such person or left with and received by a responsible person in that office. Notice sent by post or courier shall be deemed to have been given on the date of actual delivery as evidenced by the date appearing on the acknowledgement of delivery.

Any party to this agreement may change its address for serving a written notice, by giving written notice of such change to the other party.

33. EFFECT OF SECTION AND ANNEXURE HEADINGS

The headings or titles of the various sections and annexure hereof are for convenient reference and shall not affect the construction or interpretation of any provision of this Agreement.

34. NON-WAIVER

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

35. RELATIONSHIP OF THE PARTIES

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

36. ENTIRE AGREEMENT

This agreement constitutes the entire understanding and agreement between the parties.

37. GOVERNINGLAW

This agreement shall be governed by and construed in accordance with the laws applicable in the State of Uttarakhand.

38. NO PARTY DEEMED DRAFTER

The parties agree that no party shall be deemed to be the drafter of this Agreement and that in the event this Agreement is ever construed by arbitrators or by a court of law, no inference shall be drawn against either party on account of this Agreement or any provision hereof being drafted by them. UPDCC and the Solar Photovoltaic Power Plant acknowledge that both parties have contributed substantially and materially to the preparation of this agreement.

39. APPROVALS

Wherever approvals from either UPDCC or the Solar Photovoltaic Power Plant are required in this Agreement it is understood that such approvals shall not be unreasonably withheld.

40. ANNEXURES

ANNEXURES I to IX WOULD FORM PART OF THIS AGREEMENT.

41. STANDARD FOR DECISION MAKING

41.1 All operational decisions or approvals that are to be made at the discretion of either UPCL or the Solar Photovoltaic Power Plant, pursuant to the terms of this agreement, including specifications and design criteria etc., shall be made or

performed according to good engineering practices prevailing in the electricity industry.

41.2 Professional decisions or activities undertaken by either party for the purpose of constructing, installing, removing, maintaining or operating any facility, which may affect the operations of the other party's facility or facilities, shall be made or performed according to good engineering practices prevailing in the electricity industry.

IN WITNESS:

WHEREOF, UPDCC and the Solar Photovoltaic Power Plant have executed this agreement as of theth day of in the year 20

FOR THE SOLAR PHOTOVOLTAIC POWER PLANT:

Name:

Designation:

M/s..... ,

M/s..... ,

.....

.....

FOR UPDCC

Name:

Designation: GENERAL MANGER,

Uttarakhand Project Development and Construction Corporation limited. (UPDCC)

(A Government of Uttarakhand Enterprise)

P-IV/15, Yamuna colony, Dehradun, 248001 Uttarakhand.

WITNESSED BY:

WITNESSED BY:

THE SOLAR PHOTOVOLTAIC POWER PLANT'S GENERATION FACILITIES

1. THE SOLAR PHOTOVOLTAIC POWER PLANT:

NAME : Shr.....
LOCATION : , Dist , Uttarakhand.
CHIEFEXECUTIVE : Shr.....
CONTACTPERSON : Shr.....
MAILINGADDRESS :
TELEPHONE NUMBER :
FAX NUMBER :
EMERGENCY :
TEELEPHONE NUMBER :

2. GENERATING EQUIPMENT:

COMMERCIAL OPERATION DATE:

3. STIPULATIONS RELATING TOTHEFACILITIES:

3.1 For the purpose of this agreement the Solar Photovoltaic Power Plant’s facility includes all real estate, fixtures, and property owned, controlled, operated or managed by the Solar Photovoltaic Power Plant in connection with or to facilitate generation, transmission, delivery, or furnishing of electricity or required to interconnect and deliver the electricity to UPCL’s/ UPDCC’s system.
(Explanation: A single-line diagram relay list and trip Scheme of the Solar Photovoltaic Power Plant’s facility, reviewed and accepted by UPCL at the time the Agreement is signed, shall be attached to this agreement and made part hereof. The single-line diagram, relay list, and trip scheme shall expressly identify the point of electrical interconnection of the Solar Photovoltaic Power Plant’s facility to UPCL/UPDCC’s system. Material changes or additions to the Solar Photovoltaic Power Plant’s generating and interconnection facilities reflected in the single-line diagram relay list, and trip scheme shall not be unreasonably withheld and an approval or otherwise shall be conveyed to the generator within 30 days by UPCL/ UPDCC.

- 3.2 The Solar Photovoltaic Power Plant Developer shall furnish, install, operate and maintain facilities such as breakers, relays, switches, synchronizing equipment, monitoring equipment, and control and protective devices as suitable for parallel operation with UPCL's/ UPDCC system and acceptable to UPCL. Such facilities shall be accessible to authorized UPCL personnel for inspection, with prior intimation to the Solar Photovoltaic Power Plant.
- 3.3 The Solar Photovoltaic Power Plant shall furnish, in accordance with UPCL's/ UPDCC's requirements, all conductors, service switches, fuses, meter sockets, meter and instrument transformer housings and mountings, switches, meter buses, meter panels, and similar devices required for the service connection and meter installation at UPDCC/UPCL/Solar Photovoltaic Power Plant premises. This equipment shall be installed and Commissioned by UPCL/UPDCC.
- 3.4 UPDCC/UPCL shall review and approve the design drawings and Bill of Material for the Solar Photovoltaic Power Plant's electrical equipment, required interconnecting with UPCL's/ UPDCC's system. The type of electrical equipment, the type of protective relaying equipment and the settings affecting the reliability and safety of operation of UPCL/ UPDCC and the Solar Photovoltaic Power Plant's interconnected system shall not be unreasonably withheld and an approval or otherwise shall be conveyed to the generator within 30 days by UPCL/UPCL/UPDCC at its option may request review of operation of the control, synchronizing, and protection schemes.
- 3.5 The Solar Photovoltaic Power Plant shall provide a manual isolating device, which provides a visible break to separate the Solar Photovoltaic Power Plant's facilities from UPCL's/UPDCC's system. Such a disconnecting device shall be lockable in the OPEN position and be readily accessible to UPCL/UPDCC personnel at all times.

4. Operating Procedures:

- 4.1 The Solar Photovoltaic Power Plant shall operate its plant when interconnected with the grid as per the procedure given in the SGC as amended from time to time. The overall responsibility of operation and implementation of the SGC rests with the State Load Dispatch Centre and the State Transmission Utility under the provisions of the Indian Electricity Act, 2003.
- 4.2 The Solar Photovoltaic Power Plant's normal weekly Maintenance shall be carried out one day in a week.
- 4.3 The Solar Photovoltaic Power Plant shall notify UPCL's/UPDCC interconnecting sub station and SLDC prior to synchronizing a Solar Photovoltaic Power Plant on to or taking a Solar Photovoltaic Power Plant off of the system. Such notification should be given in accordance with the conditions of this agreement.

1.0 Sale and Accounting for Power

1. In case the Solar Photovoltaic Power Plant is not a consumer of UPCL/ UPDCC, protective gear at UPCL's/UPDCC's Substation would be designed to ensure that reverse flow of power from UPCL's/UPDCC's system to the Solar Photovoltaic Power Plant is totally blocked out and the circuit breaker at the Substation gets opened automatically when required. However, notwithstanding this provision, if any export to the Solar Photovoltaic Power Plant takes place, it would be paid for by the Solar Photovoltaic Power Plant in accordance with the terms of this agreement.
2. On the first day of the Energy Account Month, the Solar Photovoltaic Power Plant shall provide information in writing or Generation Schedule to SLDC and UPCL /UPDCC when ABT is implemented in the state about the quantity of Power to be wheeled by way of purchase or sale or banking, as the case may be, during the month.
3. UPCL/UPDCC will purchase Electricity in accordance with provisions of the Regulations of UERC and other statutory authorities, and requirements of the state load dispatch centre.
4. Power accounting and Billing would be done on the basis of the section titled "Metering" in the main agreement (Clause No.14.0)
5. Energy accounting for supply of electricity by UPCL/UPDCC to the Generating Company shall be as per Regulation 47 of the Uttarakhand Electricity Regulatory Commission as provided in 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, 2018.

INVOICE For the Month of.....

Name of the Buyer: UPDCC	Name of the Generating Company:
<u>Address:</u>	<u>Address:</u>
<u>Town</u>	<u>Town</u>
<u>District:</u>	<u>District:</u>
<u>PIN Code</u>	<u>PIN Code</u>
<u>Tel.....Fax.....</u>	<u>Tel.....Fax.....</u>

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<u>Energy supplied (MWH)</u> <u>Energy for payment (MWH)</u> <u>OTHERCHARGES</u> <u>Less:</u> <u>Add:</u>			
<u>SUBTOTAL</u>			
<u>TOTALDUE</u>			

Encl : Joint Meter Reading statement duly verified by UPDCC representative.

Authorized Representative

Verified by:

Solar Photovoltaic Power Plant

Representative

Authorized

UPDCC/UPCL

ANNEXURE-IV

INTERCONNECTION FACILITIES PROVIDED BY THE GENERATING COMPANY

LINE BAY/S

<u>ITEMS</u>	<u>PROVIDED</u>	<u>NOT PROVIDED</u>
Structures	Provided	
Bus Bars, Clamps and Connectors	Provided	
Grounding Grid	Provided	
Isolators	Provided	
Current Transformers	Provided	
Circuit Breakers	Provided	
Control Cubicles	Provided	
Control Cabling	Provided	
AC/DC Power Supply	Provided	
Communication Equipment	Provided	

SYNCHRONISATION & PROTECTION FACILITIES:

<u>ITEMS</u>	<u>PROVIDED</u>	<u>NOT PROVIDED</u>
Automation Voltage Regulator	Provided	
Auto Synchronization Unit	Provided	
Check Synchronization Relay	Manual Provided	
	Provided	

PROTECTION FOR INTERNAL FAULTS

<u>ITEMS</u>	<u>PROVIDED</u>	<u>NOT PROVIDED</u>
Differential Solar Photovoltaic Power Plant	Provided	
Differential Unit Transformer	Provided	
Restricted Earth Fault	Provided	
Stator Earth Fault	Provided	
Rotor Earth Fault	Provided	
Inter turn Fault	Provided	
Over Voltage	Provided	
Loss of Excitation	Provided	
Under Voltage	Provided	
Reverse Power	Provided	
Low Forward Power Relay	Provided	

PROTECTION AGAINST GRID FAULTS

<u>ITEMS</u>	<u>PROVIDED</u>	<u>NOT PROVIDED</u>
Minimum impedance (Distance protection relay)	Provided	
Unbalance (Negative phase sequence)	Provided	
O/C&E/F (Unit transformer)-LT&HT	Provided	
Over load alarm	Provided	
Over Fluxing relay		Not Provided

PROTECTION AGAINST GRID DISTURBANCES

ITEMS	PROVIDED	NOT PROVIDED
Under Frequency Over Frequency Pole Slip	Provided Provided	Not Provided

BILL METER READINGS OF SOLAR PHOTOVOLTAIC POWER PLANT

Reading should be taken on First working day of every month at 00.00 Hrs.

Name of the Solar Photovoltaic Power Plant and Facility:

Place: _____ Taluka: _____ District: _____ State _____

Meter No.:

C.T. Ratio Available/Connected:

P.T. Ratio Available/Connected:

Scale Factor (If any):-.

Multiplying Factor(MF):

Billing Meter Make/Number:

Meter Readings:

	Export Meter Reading	Import Meter Reading
MWh		
Previous Reading		
Current Reading		
Difference		
Difference X Multiplying Factor		

Authorized Representative

Authorized Representative UPDCC/UPCL
Solar Photovoltaic Power Plant

Date:

Notes:

1. The UPCL/UPDCC shall maintain a daily log- book to record hourly reading of the Bill meter.
2. The Solar Photovoltaic Power Plant shall maintain a daily log to record the hourly generation and supplying MW along with the schedule given by the UPCL's/UPDCC Industries Ltd. cher.
3. If the meter is changed, the reason/s, date, time of meter change and new meter make and number must be recorded by both parties.
4. MRI Document of the Bill Meter shall be taken at the time of the Joint Meter Reading.

ANNEXURE- VI

CHECK METER READING OF SOLAR PHOTOVOLTAIC POWER PLANT

Reading should be taken on First working day of every month, at 00.00Hrs.

Name of the Solar Photovoltaic Power Plant and Facility:-

Place: Taluka: District: State:-

Meter No.

C.T. Ratio Available/Connected:

P.T. Ratio Available/Connected:

Scale Factor (If any):

Multiplying Factor (MF):

Billing Meter Make/Number:

Meter Readings:

	Export Meter Reading	Import Meter Reading
MWh Previous Reading Current Reading Difference Difference X Multiplying Factor		

Authorized Representative
UPCL

Authorized Representative
Solar Photovoltaic Power Plant

Date:

Notes:

1. The UPCL/UPDCC shall maintain a daily log- book to record hourly reading of the Bill meter.
2. The Solar Photovoltaic Power Plant shall maintain a daily log to record the hourly generation and supplying MW along with the schedule given by the UPCL's/UPDCC Industries Ltd. cher.
3. If the meter is changed, the reason/s, date, time of meter change and new meter make and number must be recorded by both parties.
4. MRI Document of the Bill Meter shall be taken at the time of the Joint Meter Reading.

DAILY GENERATION REPORT

Name and Address of Solar Photovoltaic Power Plant and Facility:-

Installed Capacity MW

Active Power, MWh			
Time	Scheduled	Meter Reading	Difference XM.F.
00			
01			
02			
03			
04			
05			
06			
07			
08			
09			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
Total			
Active Power, MWh			
Time	Scheduled	Difference X M.F	Scheduled
Daily 0600 -2200			
2200-0600 Cumulative			
0600-2200			
2200-0600			

Copy To:-

1. SLDC,
2. Authorised Representative,
UPDCC/UPCL

Authorised Representative
Solar Photovoltaic Power Plant

MONTHLY TRIPPING REPORT

Name and Address of the Solar Photovoltaic Power Plant:-

Installed Generation Capacity:- _____ MW

Date of first commissioning (Synchronizing): Date of Commercial Operation:

Date of Synchronizing:

Progressive days:

Days: TRIPPING ON FAULT:

S. No	TRIPPING		RELAY OPERATED	REASON FOR TRIPPING			SYNCHRONISATION		TOTAL TIME LOST		REMARKS	
	Date	TIME		Mechanical	Electrical	Other	Date	Time	Hr.	Min.		
		Hr Min						Hr.	Min.	Hr.	Min.	

PLANNED & FORCED OUTAGE:

S. No	OUTAGE		REASON FOR TRIPPING				SYNCHRONISATION		TOTAL TIMELOST		REMARKS	
	Date	TIME	No. Fuel	Mechanical	Electrical	Other		Time	Hr.	Min.		
		Hr Min						Hr.	Min.	Hr.	Min.	

Progressive Days:

Time Lost:

During

Month

Year

COMMISSIONING

SINCE FIRST COMMISSIONING

Authorised Representative
Solar Photovoltaic Power
Plant

Copyto :-1. State Load Dispatch Centre
2. Authorised
Representative,UPCL

Format 4.14: Joint inspection report for Grid Connected Solar PV Power Plant

S. I	Particulars	Details
1	Name of Developer (to whom plant has been allotted)	
2	<u>Project Site/Location Address (with pin)</u>	
3	Date of letter of award	
4	Contact no of beneficiary	
5	Meter No	
6	Registration No.	
7	Capacity of Solar Power Plant in KW	
8	Longitude/ Latitude of site	
9	Specification of solar modules a) Type of modules(Mono/Poly/other) b) Make of Modules and year of manufacturing c) Wattage and no. of modules d) Indigenous modules or imported modules	
10	Specification of the PCU/Inverter a) Make b) Rating(KVA)	
11	Lightening arrester installed (Yes/No)	
12	Date of Commissioning of Solar Power Plant as per UPCL Meter Sealing report/Commissioning certificate (enclose certificate)	
13	Date of Inspection by UPDCC Officials	

Joint inspection report by UPDCC Official and installation Firm:-

Certified that the above mentioned Solar PV Power Plant installed byhas been checked and found to be in accordance with the BIS/MNRE specifications and is working satisfactorily.

**Signature of UPDCC official
with Seal.....**

**Signature of authorized
signatory of Firm with Seal**

**Signature of developer
.....**

Name & Designation:-
Date:-

Name & Designation:-
Date:-

Name :
Date:-

SECTION 5

FORMAT FOR SITE VISIT

CERTIFICATE FOR SITE VISIT

This is to certify that the bidder has visited the site in person and he is well conversant with all detail and site conditions. The bidder is fully aware and satisfied with site conditions which are required for successful execution of work.

Dated the _____ day of _____ 20

Thanking you

Yours Faithfully

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

Annexure A

Solar PV Projects Technical Parameter of PV Module and various other components for use in Grid Connected Solar Power Plants

The following are some of the technical measures required to ensure quality of the equipment used in grid connected solar Photovoltaic 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.

2. Power Conditioners/Inverters

The Power Conditioners/ Inverters of the SPV power plants must conform to the latest edition of IEC/ equivalent Standards as specified below:

Efficiency Measurements: IEC61683
Environmental Testing : IEC 60068 -2/IEC 62093
EM Compatibility (EMC): IEC 61000-6-2, IEC 61000-6-4 & other relevant parts of IEC 61000
Electrical safety: IEC 62103/IEC 62109-1&2
Anti-Islanding Protection: IEEE 1547/IEC 62116/UL 1741 or equivalent BIS Standards

3 Other Sub-systems/ Components:

Other subsystems/components used in the SPV power plants (Cables, Connectors, Junction Boxes, Surge Protection Devices, etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the BS EN 50618:2014/2pfg 1169/08.2007 for service life expectancy of 25 years.

4. Authorized Test Centers

The PV modules/Power Conditioners deployed in the power plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centers in India. In case of module types like Thin Film and CPV/equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member Labs abroad will be acceptable.

5. Warranty

PV modules used in grid solar power plants must be warranted for output wattage, which should not be less than 90% (ninety per cent) at the end of 10 (ten) years and 80% (eighty per cent) at the end of 25 (twenty-five) years.

6. 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.)

3.30.1.1.1.1 Name of the manufacturer of PV Module

3.30.1.1.1.2 Name of the Manufacturer of Solar cells

3.30.1.1.1.3 Month and year of the manufacture (separately for solar cells and module)

3.30.1.1.1.4 Country of origin (separately for solar cells and module)

3.30.1.1.1.5 I-V curve for the module at Standard Test Condition (1000 W/m², AM1.5, 250C)

3.30.1.1.1.6 Wattage, I_m, V_m and FF for the module

3.30.1.1.1.7 Unique Serial No and Model No of the module

3.30.1.1.1.8 Date and year of obtaining IEC PV module qualification certificate

3.30.1.1.1.9 Name of the test lab issuing IEC certificate

3.30.1.1.1.10 Other relevant information on traceability of solar cells and module as per ISO 9000

Site owners would be required to maintain accessibility to the list of Module IDs along with the above parametric data for each module.

7. Performance Monitoring:

All grid solar PV power projects must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to Procurer and MNRE or any other designated agency on line and/or through a report on regular basis every month for the entire duration of PPA. In this regard they shall mandatorily also grant access to Procurer and MNRE or any other designated agency to the remote monitoring portal of the power plants on a 24X7 basis.

8. Safe Disposal of Solar PV Modules:

The developers will ensure that all Solar PV modules from their plant after their „end of life“ (when they become defective/ non-operational/ non-repairable) are disposed of in accordance with the “e-waste (Management and Handling) Rules, 2011” notified by the Government and as revised and amended from time.

Annexure B

Site Details

Proposed Solar Project at Haripura

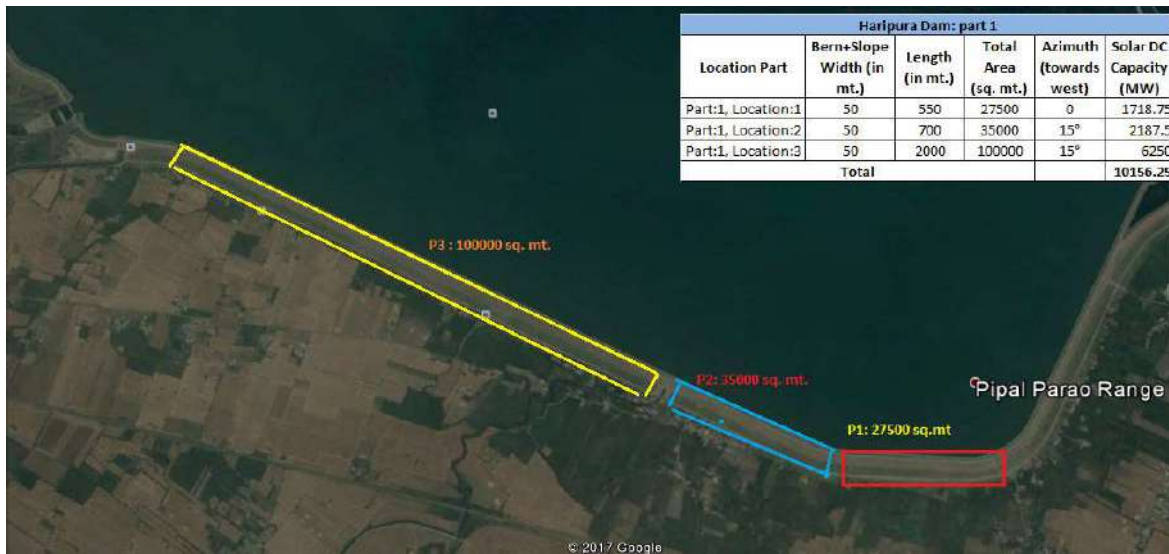
Haripura jalashay is located near to Village called Guler Bhoj, near Rudrapur. The proposed location is at Latitude 29.127047, Longitude 79.31154



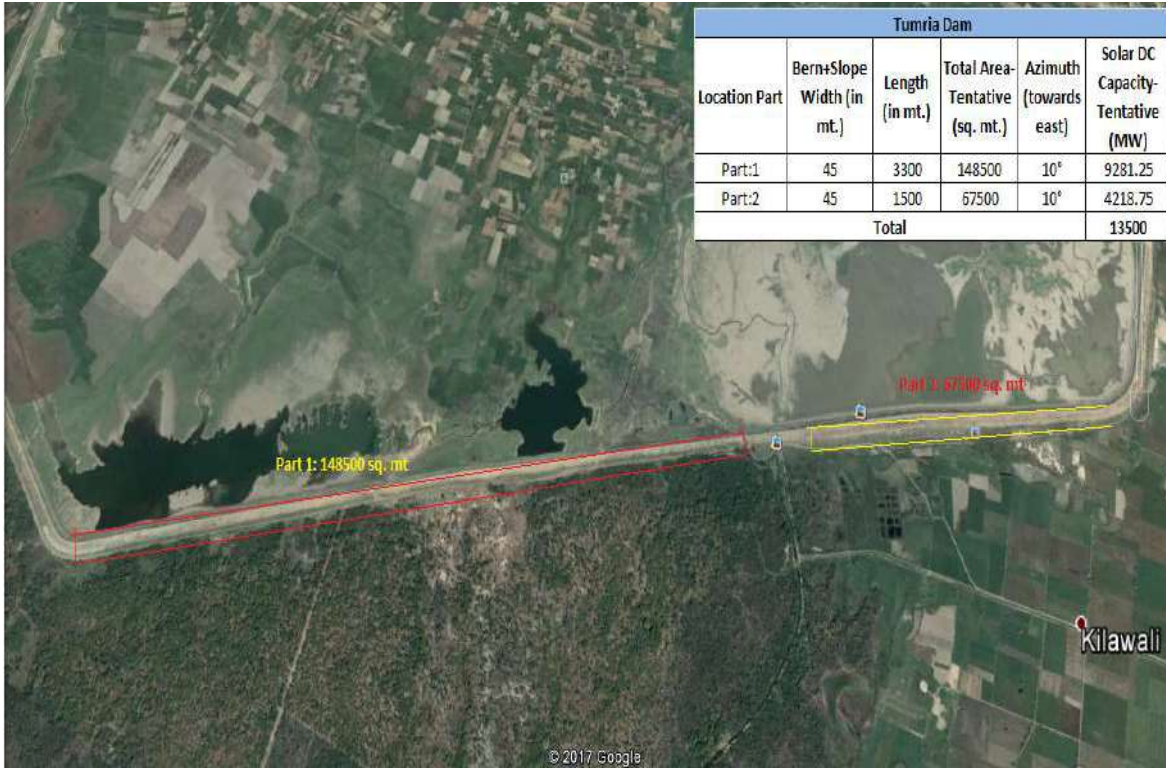
Land availability first berm 31.25 hec.

Land availability second berm 20.40 hec

Land availability first and second berm 51.65 hec.



Proposed Solar Project at Tumria



Land available in first berm 22.80 hec.
 Land available in second berm 5.44 hec.
 Total land available first and second berm 28.24 hec