Bihar State Power Generation Company Ltd.
(A Government of Bihar Undertaking)

NIT No : 06/PR/BSPGCL/2023

REQUEST FOR PROPOSAL

FOR PROCUREMENT OF POWER THROUGH TARIFF-BASED COMPETITIVE BIDDING FROM GRID-CONNECTED 10 MW (AC) FLOATING SOLAR PV POWER PROJECT TO BE SET UP UNDER RESCO MODE OVER RESERVOIR OF PHULWARIA DAM LOCATED AT RAJAULI, DIST.: NAWADA IN THE STATE OF BIHAR

ISSUED BY:

Bihar State Power Generation Company Ltd.
(A Government of Bihar Undertaking)
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Bid Document Cost: INR 25,000/- (Plus 18% GST)

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DISCLAIMER

The information contained in this Request for Proposal (hereafter referred to as **"**RFP**"** or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Company or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Company to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application for qualification and thus Proposal pursuant to this RFP (the **"Application"**). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Company in relation to the Project/s. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Company, its employees or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BSPGCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

BSPGCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption,

statement or information contained therein or deemed to form part of this RFP or arising in any way with Proposal of Applicants for participation in the Bidding Process.

BSPGCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP.

BSPGCL may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that BSPGCL is bound to select and shortlist Applications and BSPGCL reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BSPGCL or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and BSPGCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process. Prospective Bidders acknowledges and agrees that BSPGCL in its sole discretion, may reject any and all proposals made by FSPD, and also may cancel this RFP at any time without assigning any reason.

SECTION - I

INVITATION FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)

FOR PROCUREMENT OF POWER THROUGH TARIFF-BASED COMPETITIVE BIDDING FROM GRID-CONNECTED 10 MW (AC) FLOATING SOLAR PV POWER PROJECT TO BE SET UP UNDER RESCO MODE OVER RESERVOIR OF PHULWARIA DAM LOCATED AT RAJAULI, DIST.: NAWADA IN THE STATE OF BIHAR

(BIDDING UNDER E-TENDERING NORMS)

1.1. Bihar State Power Generation Company Limited (BSPGCL), is nominated as Nodal Agency/implementing agency for installation of floating solar power plant above 1MW in all types of water bodies.

1.2. BSPGCL intends to invite Request for Proposal (RFP) from the prospective **Floating Solar PV Plant Developer (FSPD)** for procurement of power through tariff-based competitive bidding from Grid-connected 10 MW (AC) Floating Solar PV Power Project to be set up under RESCO Mode over reservoir of Phulwaria Dam located at Rajauli, Dist.: Nawada in the State of Bihar. FSPD will be selected through this RFP floated by BSPGCL.

1.3. As part of the Government of Bihar target, in line with Bihar Policy for promotion of New and Renewable energy sources 2017 objective to encourage Solar PV, BSPGCL intended to invite proposals for setting up of Grid Connected Floating Solar PV Project under RESCO Mode over Reservoir of Phulwaria Dam located at Rajauli, Dist.: Nawada in Bihar on "Build Own Operate & Maintain (BOOM)" basis for the capacity of 10 MW (AC). State DISCOMs (NBPDCL and SBPDCL) shall enter into Power Purchase Agreement (PPA) with the Successful Bidder selected based on this RFP for purchase of Solar Power for a period of 25 years based on the terms, conditions and provisions of the RFP.

2. OVERVIEW OF THE RFP

2.1. FSPD selected by BSPGCL based on this RFP, shall set up Floating Solar PV Projects under RESCO Mode over Reservoir of Phulwaria Dam located at Rajauli, Dist.: Nawada in Bihar on Build Own Operate & Maintain (BOOM) basis in accordance with the provisions of this RFP document and standard Power Purchase Agreement (PPA).

2.2. State DISCOMs, (NBPDCL and SBPDCL) under facilitation from BSPGCL, shall enter into PPA with Successful FSPD for a period of 25 years from the date as per the provisions of PPA. The tariff to be quoted by the Bidder shall be in **Rs. per kWh** fixed for entire duration of the PPA, however the Successful Bidder shall pay to BSPGCL service charges as applicable towards administrative overheads for coordination with State authorities and others, DISCOMs/STU/CTU, pre-commissioning etc. and pay the rent of reservoir usage as applicable by WRD, Bihar within 10 day of LOI/LOA/Work Order and prior to initiation of work. If required, Developer shall have to sign a rent agreement with WRD prior to initiation of work and take NOC from WRD.

2.3. Bidders can submit their bid by offering **single tariff only** for the project, which shall be applicable for all 25 years.

2.4. If the Project is transferred or sold to a third party during its tenure (after initial lock-in period of 1 year after COD), BSPGCL will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honour all the obligations and terms & conditions of the PPA. In such cases, Selected Bidder shall be under obligation to inform BSPGCL before transfer of project to third party.

3. PROPOSAL OF TECHNOLOGY & ELIGIBLE PROJECTS UNDER THIS RFP

The project capacity is to be 10 MW (AC). The final capacity to be installed by the Successful Bidder will be on the basis of approval of the DPR submitted by the Successful Bidder to BSPGCL. The selection of Solar PV modules technology would be technology agnostic to suit the floating solar project where humidity levels are high and moisture ingress is more. The modules with suitable quality back sheets, glass to glass packed modules or any modules with suitable technology (anchoring / mooring systems) shall be used. The structures, modules used shall have proven design and demonstrated performance. Mono PERC module manufactured by latest ALMM of MNRE with or without trackers may be installed. Only commercially established and operational technologies can be used to minimize the technological risk and to achieve timely commissioning of the Project.

4. GUIDELINES FOR IMPLEMETATION OF THE RFP

4.1. FSPD shall provide a suitable monitoring mechanism, to analyse the performance of projects and carry out random checks to verify compliance of quality standards. FSPD shall also lay down conditions in order to meet forecasting and scheduling requirements by BERC/SLDC/DISCOMs.

5. GENERAL

5.1. The complete RFP Documents are available at portal https://eproc2.bihar.gov.in Bidders shall download the RFP Documents from the portal https://eproc2.bihar.gov.in as per the provisions

available therein. Interested bidders have to necessarily register themselves on the portal to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact for proper uploading of the bids on the portal namely https://eproc2.bihar.gov.in (hereinafter referred to as the 'portal'), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal.

5.2. BSPGCL in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions in Bidding Documents.

5.3. A Single Stage, Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the RFP Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of ITB and the contract shall be executed as per the provisions of the Contract. It shall be noted that the respective rights of the BSPGCL and the Bidder/FSPD shall be governed by the RFP Documents/ Contract signed between BSPGCL and the FSPD for the project.

5.4. Bidder shall submit bid proposal along with non-refundable Document Fees and Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in presence of authorized representatives of bidders who wish to be present. Bid proposals received without the prescribed Document Fees and/or, Bid Processing Fees and/or Earnest Money Deposit (EMD) shall be considered as non-responsive.

5.5. BSPGCL reserves the right to cancel/ amend/withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

6. INTERPRETATIONS

6.1. Words comprising the singular shall include the plural & vice versa.

6.2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.

6.3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.

6.4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.

6.5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

7. BID INFORMATION SHEET

The brief details of the RFP are as under:

S. No.	Activity	Duration
1.	Online Sale/Download date of Tender documents	From 24/11/2023 (15:00 Hrs) to 15/12/2023(14:00 Hrs).
2	Cost of Bidding Document, Bid processing fee & E-tender processing charges. **(submission of cost of bidding document is mandatory for all bidders, No exemption for SSI/ NSIC/ MSME registered agency)**	**1. Non-refundable** Cost of Bidding Document Fee of INR 25,000.00 Plus 18% GST to be paid through RTGS /online in favour of "Bihar State Power Generation Company Ltd." payable at "Patna" along with the Response to RFP. **2.** E-tender Processing Charges as per eproc2 to be paid through online mode i.e. internet payment gateway (Debit/credit card, Net banking, NEFT, RTGS).
3.	Pre-bid conference and venue	Pre- Bid Meeting will be held via Online/Offline mode on 30/11/2023 at 11.00 Hrs. Venue : Conference Hall, 5th Floor, Vidyut Bhawan-I, Bailey Road, Patna – 800021, Bihar.
4.	Site Visit	29/11/2023 at 11.00 Hrs At Phulwaria Dam, Rajauli, Nawada, Bihar.
5.	Date/Time for submission/ uploading of offer / Bid (ONLINE)	15/12/2023 up to 15:00 Hrs. (https://eproc2.bihar.gov.in)
6.	Physical Submission of proof of Tender document fee, Bid Processing Fee and EMD.	15/12/2023 at 15:00 Hrs
7.	Date & time for opening of Technical Bid	15/12/2023 at 16:00 Hrs. (https://eproc2.bihar.gov.in)
8.	Validity of Bid	180 days from the date of opening of Financial Bid.
9.	Bid Security (EMD)	INR 1,20,00,000.00 (One Crore Twenty Lakhs only) to be submitted in the form of BG or Payment on Order Instrument in favour of "Bihar State Power Generation Company Limited" payable at "Patna" along with the Response to RFP.
10.	Date and time of opening of Financial Bid	Date and time shall be informed to technically qualified bidder. **(**https://eproc2.bihar.gov.in**)**
11.	Online E-Reverse Auction Request Schedule	E-Reverse Auction Request Schedule will be communicated after completion of evaluation of Financial Bid (Bid- Part-II). The qualified bidders will be informed accordingly.

Note:

1. Bidders are requested to register themselves for Online Pre-Bid conference on or before 29.11.2023 (till 04:00 PM).
   Please submit following details for registration:
   Contact Person, Mobile No., Company Name and Email ID
   Above details to be submitted on mail Id: **chiefengineerbspgcl@gmail.com.** The link for online meeting will be shared via email to the registered bidders for Online Pre-Bid conference.
2. Bids must be submitted strictly in accordance with Section-II, Instructions to Bidders (ITB) depending upon Type of Tender as mentioned in Bid Information Sheet. The ITB is an integral and inseparable part of the RFP document.
3. Bidder(s) are advised to quote strictly as per terms and conditions of the RFP documents and not to stipulate any deviations/ exceptions.
4. Any bidder, who meets the Qualifying Requirement and wishes to quote against this RFP, may download the complete RFP document along with its amendment(s) if any from on the Portal of e-proc ***(https://eproc2.bihar.gov.in)*** and submit their Bid complete in all respect as per terms & conditions of RFP Document on or before the due date of bid submission.
5. Clarification(s)/ Corrigendum(s) if any shall also be available on above referred websites.
6. Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the RFP document through the websites ***https://eproc2.bihar.gov.in.***
7. eProc 2.0 Help Desk Address: mjunction services limited, RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar. Toll Free Number: 1800 572 6571, Email Id: eproc2support@bihar.gov.in Working Hours: 8AM to 7PM (All days in week except Sunday and few selected state holidays),

SECTION – II

INSTRUCTION TO BIDDERS (ITB)

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Preamble

This part (Section - II) of the RFP Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of BSPGCL. It also provides information on bid submission and uploading the bid on portal https://eproc2.bihar.gov.inbid opening, evaluation and on contract award. This Section (Section II) contains provisions that are to be used unchanged unless consists of provisions that supplement, amend, or specify in detail, information or requirements included in RFP and that are specific to each procurement, states otherwise.

Bidders may note that the respective rights of the BSPGCL and Bidders/ Contractors shall be governed by the RFP Documents/ Contracts signed between the BSPGCL and the Contractor for the respective package(s). The provisions of RFP Documents shall always prevail over any other documents in case of contradiction.

Further in all matters arising out of the provisions of this Section - II and the RFP Documents, the laws of the Union of India and State of Bihar regulations shall be the governing laws and Hon'ble High court of Patna shall have exclusive jurisdiction.

1. OBTAINING RFP DOCUMENT

The RFP document can be downloaded from the website of E-PROC https://eproc2.bihar.gov.in

Note: Interested Bidders have to download the official copy of RFP & other documents after login into the e-proc website by using the Login ID & Password provided by e-proc during registration. The Bidder shall only be eligible to submit/ upload the bid document only after logging into the e-proc portal and downloading the official copy of RFP**.**

2. COST OF RFP DOCUMENT & PROCESSING FEE

Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RFP document along with a non-refundable Bid Processing Fee and Cost of RFP Documents as mentioned in the Bid Information Sheet. A Bidding Company will be eligible to participate in the bidding process only on submission of Bid Processing Fee and Cost of RFP Documents. ***The bids submitted without Cost of the RFP Document and Earnest Money Deposit (EMD), shall not be considered for the bidding and such bids shall not be opened online by BSPGCL***.

3. TOTAL CAPACITY OFFERED

3.1. Proposal of Grid Connected Floating Solar PV Power Project over reservoir of Phulwaria Dam at Rajauli, Nawada for total 10 MW (AC) capacity will be carried out through open e-bidding. The identification and obtaining clearances will be in the scope of bidder. BSPGCL may coordinate for the same.

3.2. The interested Bidders are required to participate in the Request for Proposal (RFP) for setting up of Grid Connected Floating Solar Photovoltaic Power Plant under RESCO Mode on Build-Own-Operate and Maintain (B-O-O-M) basis.

3.3. Project shall be connected to the nearest Power Substation (PSS) of DISCOM and the expenses involved in the connectivity and infrastructure development will be in the bidder's scope.

3.4. The FSPD shall demonstrate the Contracted Capacity at the Interconnection Point, as defined in the Commissioning Procedure enclosed in Annexure-A and Appendix-A-1.

3.5. Interconnection point along with all permission and consents for setting up of the project shall be Bidders' responsibility.

4. PROJECT CONFIGURATION

The term "Project" shall have the meaning as defined in Section VII of the RFP and shall refer to the Project capacity of 10 MW AC peak as awarded to the Bidder. The Bidder has to set up the defined Project capacity (10 MW AC peak) at the site (reservoir of Phulwaria Dam at Rajauli, Nawada). Following points are to be noted in this regard:

4.1. Single tariff shall be quoted by the Bidder. After completion of evaluation process, the result/quoted L1 shall be placed before Hon'ble BERC for approval and adoption of the tariff. Further to that LOI will

be issued to the successful bidder whose tariff has been approved by BERC to sign a PPA with the procurer/DISCOMs for period of 25 years.

Further, Successful bidder will deposit the regulatory fee as required by Hon'ble BERC at the time of submission of petition for adoption of tariff/PPA approval/Deviation Approval/Reviews and all charges as and when necessary.

It shall be calculated on the actual basis comprising of the prevailing fee as notified by Hon'ble commission along with stamp and relevant administrative charges required.

4.2. Power Purchase Agreements (PPA) shall be signed for project by DISCOMs with the successful bidder. The Bidders shall be responsible for obtaining Connectivity for the Project.

4.3. BSPGCL shall not be responsible for any delay in obtaining Connectivity. Project shall however, have a single Effective Date of the PPA and single milestones for achieving Financial Closure and Commissioning.

5. PROJECT LOCATION

Over Reservoir of Phulwaria Dam at Rajauli, Dist.: Nawada in the state of Bihar. NOC for setting up of floating solar plant shall be in the scope of the successful bidder. However, BSPGCL may facilitate the successful Bidder in obtaining NOC from the concerned Department.

6. PROJECT SCOPE & TECHNOLOGY PROPOSAL

Under this RFP, the FSPD shall set up Floating Solar PV Project including the transmission network up to the Interconnection/ Delivery Point, at its own cost and in accordance with the provisions of this RFP document. All approvals, permits and clearances required for setting up of the Project (including connectivity) including those required from State Government and local bodies shall be in the scope of the FSPD. The selection of solar PV modules technology would be technology agnostic to suit the floating solar projects where humidity levels are high and moisture ingress is more. The modules with suitable quality back sheets, glass to glass packed modules or any modules with suitable technology (anchoring / mooring systems) shall be used. The floats, equipments, modules used shall have proven design and demonstrated performance. Mono PERC, Crystalline silicon etc. (any suitable latest technology), without trackers can be installed. Only commercially established and operational technologies can be used to minimize the technology risk and to achieve timely commissioning of the Project.

6.1. The FSPD shall be required to follow the applicable rules regarding project registration with BSPGCL in line with the provisions of the applicable policies/regulations of Bihar/Any other statutory body. It shall be the responsibility of the FSPD to remain updated about the applicable charges payable to the BSPGCL/SNA under the Bihar Policy for promotion of New and Renewable Energy Sources, 2017.

7. EVALUATION PROCESS FOR PROJECT ALLOTMENT TO A BIDDER

7.1. Following conditions shall be applicable to the Bidders for submission of bids against this RFP:

7.1.1. The evaluation of bids shall be carried out as described in **Section-IV** of RFP. The methodology for allocation of Project is elaborated in **Section-IV** of RFP.

8. CONNECTIVITY WITH THE GRID

8.1. The Project should be designed for interconnection with the GRID in accordance with the prevailing BERC regulations and State DISCOMs guidelines in this regard. For interconnection with the grid and metering, the FSPD shall abide by the applicable Grid Code, Grid Connectivity Standards.

8.2. Regulations on Communication System for transmission of electric and other regulations (as amended from time to time) issued by Regulatory Commission and Central Electricity Authority (CEA).

8.3. **8.3.1** The responsibility of getting connectivity shall entirely be with the FSPD and shall be at the cost of the FSPD. The transmission of power up to the point of Interconnection /Delivery Point where the metering is done for energy accounting shall be the responsibility of the FSPD at his own cost.

8.3.2 The responsibility of getting connectivity with the transmission system owned by the DISCOMs/STU will lie with the Project Developer (FSPD). The cost of the transmission line upto the fed in substation viz. the point of interconnection where the metering is done shall be borne by the FSPD.

8.3.3 FSPD shall be responsible for the Operation & Maintenance of dedicated line upto the point of connectivity. Such a regiment shall be as per the regulation specified by the appropriate commission as amended time to time.

8.3.4 State government as per Bihar Policy for promotion of New and Renewable energy sources 2017, as amended from time to time, will provide incentive, if applicable. The incentive shall be reimbursable to the FSPD as per Bihar Policy for promotion of New and Renewable energy sources 2017, as amended from time to time, after construction of the transmission line and Commercial date of Operation (COD) of the power plant.

8.3.5 The incentive amount payable will be as per the estimation done by concerned DISCOMs/STU after verification of the transmission work done and actual expenditure made on it by the FSPD.

8.4. The maintenance of evacuation system up to the Inter-connection Point shall be the responsibility of the FSPD.

8.5. The arrangement of connectivity shall be made by the FSPD through a dedicated HT line. The entire cost of HT line including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC maintenance, losses etc. and any other charges from the Project upto the Interconnection Point will be borne by the FSPD.

8.6. The FSPD shall comply with BERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and would be responsible for all liabilities related to LTOA (Long term open Access) and Connectivity.

8.7. Reactive power charges as per BERC regulations shall be payable by FSPD as per provisions of PPA.

8.8. Metering arrangement of each project shall have to be adhered to in line with relevant clause of the PPA.

8.9. The Buying Utility (DISCOMs) will be responsible for all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point and up to the drawn point.

8.10. At least 30 days prior to the proposed commissioning date, the FSPD shall be required to submit prior the connectivity letter from Concerned Authority, confirming technical feasibility of connectivity of the plant to the PSS/GSS of the respective DISCOMs.

9. POWER GENERATION BY FLOATING SOLAR POWER DEVELOPER

9.1. **Criteria for Generation** - The Bidder will declare the Annual CUF of the Project at the time of submission of response to RFP. The FSPD will have to maintain annual CUF as per **BERC guidelines and it** should not be less than 19%. The CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than BERC guidelines. FSPD shall maintain generation so as to achieve annual CUF within + 10% and -15% of the declared value till the end of 10 years from COD and within +10% and -20% of annual CUF thereafter till the end of the PPA duration of 25 years. The lower limit will, however, be relaxable by BSPGCL to the extent of non-availability of grid for evacuation which is beyond the control of the FSPD. The annual CUF will be calculated every year from 1st April of the year to 31st March next year.

9.2. **Shortfall In Generation** - If for any Contract Year, it is found that the FSPD has not been able to generate minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the FSPD, on account of reasons solely attributable to the FSPD, such shortfall in performance shall make the FSPD liable to pay the compensation to SBPDCL/NBPDCL. The compensation will be equal to one and a half times the PPA tariff for shortfall in energy terms. However, this compensation shall not be applicable in events of Force Majeure identified under the PPA, affecting supply of solar power by FSPD.

9.3. **Excess Generation** – In case the energy available is more than the quantum corresponding to maximum CUF specified, the floating solar power developer will be free to sell it to any other entity provided first right to refusal will vest with the DISCOMs (NBPDCL/SBPDCL), Any excess generation over and above of declared maximum CUF specified will be purchased by DISCOM at PPA tariff, provided DISCOM is able to evacuate such excess generation. However, the FSPD shall inform at least 60 days in advance of such excess generation to SLDC/ DISCOM, to enable DISCOM take necessary actions for sale of this excess generated energy. DISCOM shall be required to intimate its approval/refusal to the FSPD, for buying such excess generation not later than 1 month of receiving the above offer from the FSPD. In the event the offer of the FSPD is not

accepted by DISCOM within the said period of 1 month, such right shall cease to exist and the FSPD shall, at its sole discretion, may sell such excess power to any **third party.**

While the FSPD would be free to install DC solar field as per his design of required output, including his requirement of auxiliary consumption limited to maximum 0.50%, he will not be allowed to sell any excess power to any other entity other than NBPDCL/SBPDCL (unless refused by NBPDCL/SBPDCL).

9.4. Off-take Constraints due to Transmission Infrastructure/ Grid Unavailability & Breakdown. The FSPD shall be duly compensated for the Off-take Constraints due to Transmission Infrastructure/ Grid Unavailability & Breakdown based on deemed generation (kWh) calculated on the normative 19% CUF. Such compensation on account of Deemed Generation (if any) shall be payable by DISCOM along with energy sale payment on monthly basis.

10. CLEARANCES REQUIRED FROM THE STATE GOVERNMENT AND OTHER LOCAL BODIES

10.1. The Floating Solar Power Developer is required to obtain all necessary clearances and permits as required for setting up the Floating Solar Power Projects, including but not limited to the following:

a. No Objection (NOC) / Environmental clearance (if applicable) for the Project.
b. Approval from the concerned authority (if applicable) required use of water body for the Project.
c. Necessary labour registrations as per act.
d. Any other clearances as may be legally required, in order to establish and operate the Project.
e. The bidder shall abide by the terms & conditions as per NOC provided by WRD, Govt. Of Bihar.

The above clearances, as applicable for the Project, shall be required to be submitted to BSPGCL prior to commissioning of the Project. In case of any of the clearances as indicated above being not applicable for the said Project, the FSPD shall submit an undertaking in this regard, and it shall be deemed that the FSPD has obtain all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the FSPD.

11. EARNEST MONEY DEPOSIT (EMD)

11.1. Earnest Money Deposit (EMD) of INR 1,20,00,000.00 (One Crore Twenty Lakhs only) in the form of Bank Guarantee (BG) as per Format 6.10, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The EMD shall be valid for a period of Six Months(180 days) from last date of bid submission.

12. PERFORMANCE BANK GUARANTEE (PBG)

12.1. Bidder, selected by BSPGCL based on this RFP shall submit Performance Bank Guarantee for a value **@ INR 30 Lakh/MW (Rupees Thirty Lakhs per MW)** within 30 days of issuance of Letter of Intent (LoI) or before signing of PPA, whichever is earlier. It may be noted that successful Bidder shall submit the Performance Bank Guarantee according to the Format 6.2 for a value @ INR **30 Lakh** /MW (Rupees Thirty Lakhs per MW) with a validity period from the date of submission of the PBG until 18 months from the Effective Date of the PPA. **On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by BSPGCL to the successful Bidder**. Non submission of PBG within the above timelines shall be treated as follows:

a. Delay upto 1 month from due date of submission of PBG: Delay charges @1% of the PBG amount per month levied on per day basis shall be paid by the Successful Bidder to BSPGCL in addition to the PBG amount.

b. Delay beyond 1 month from the due date of submission of PBG: The EMD submitted by the Successful Bidder shall be encashed by BSPGCL and the Project shall stand terminated.

For the purpose of calculation of the above delay charges, 'month' shall be considered as a period of 30 days.

12.2. The Successful Bidder shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial bank is to be endorsed by the India branch of same bank or State Bank of India.

12.3. The format of the Bank Guarantees prescribed in the Formats 6.2 (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed.

12.4. The successful Bidder of the Project selected based on this RFP is required to **sign PPA with state DISCOMs (SBPDCL/NBPDCL) within 1 month after the issue of LOI.** In case, BSPGCL offers the Selected Bidder to execute the PPA with SBPDCL/NBPDCL and if the Selected Bidder does not submit the requisite documents as per Section-II, (ITB) or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bid Guarantee equivalent to the amount of the EMD shall be encashed by BSPGCL from the Guarantee available with BSPGCL (i.e. EMD, PBG) as liquidated damages not amounting to penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect.

12.5. The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.

12.6. All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Successful Bidder.

12.7. In order to facilitate the Successful Bidder to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist at Annexure-B has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.

12.8. After the bidding process is over, BSPGCL shall return the **EMD of the unsuccessful Bidders within 15 days** after opening of financial bids.

12.9. **The PBG of FSPD shall be returned to them, immediately after successful commissioning of the project as per Terms of PPA, after taking into account any liquidated damages due to delays in commissioning** as per prevailing clause mention in this RFP document.

13. FORFEITURE OF EMD

13.1. The BG towards EMD shall be encashed by BSPGCL in following cases:

13.1.1. If the Bidder **withdraws or varies** the bid after due date and time of bid submission and during the validity of bid;

13.1.2. In case, BSPGCL offers the Selected Bidder to execute the PPA with the SBPDCL/NBPDCL and if the Selected Bidder does not submit the requisite documents as per Instructions to Bidders (ITB) of RFP documents or does not execute the PPA within the stipulated time period;

13.1.3. If after issuance of LOI, it is found that the documents furnished by the Bidder as part of response to RFP are misleading or misrepresented in any way;

13.1.4. If the Bidder fails to furnish required Performance Bank Guarantee in accordance with Instructions to Bidders (ITB) of RFP document.

14. POWER PURCHASE AGREEMENT (PPA)

14.1. NBPDCL / SBPDCL shall enter into Power Purchase Agreement (PPA) with selected Bidder based on this RFP. **The PPA shall be signed within 30 days from the date of issue of LOI, if not extended by BSPGCL**

14.2. The **Performance Bank Guarantee** shall be submitted by the FSPD **prior to signing of PPA**. Before signing of PPA with the selected Bidder, BSPGCL will verify the documents furnished by the Bidder at the time of submission of response to RFP including the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents. Bidder will be required to furnish the documentary evidence for meeting the RFP Qualification Requirement and financial requirements. At this stage, the Bidder shall be required to furnish the audited balance sheet of the previous month-end along with complete Bank Statement. If at this stage it is found that the documents furnished by the Bidder is false/ misleading or misrepresented in any way then the provisions contained in this RFP will be applicable.

14.3. Successful bidder will have to **submit the required documents to BSPGCL** preferably **within 20 days from the issue of LOI**. In case of delay in submission of documents beyond the timeline

as mentioned above, BSPGCL shall not be liable for delay in verification of documents and subsequent delay in signing of PPA

14.4. The FSPD will be free to reconfigure and repower its plants from time to time during the PPA duration. However, DISCOM will be obliged to buy power only within the Capacity Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA) as per guidelines.

14.5. Any extension of the PPA period beyond 25 years shall be through mutual Agreement between the Floating Solar Power Developer and DISCOMs (SBPDCL/NBPDCL).

15. FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS

15.1. The Project shall achieve Financial Closure within 6(Six) months from the Effective Date of the Power Purchase Agreement (PPA) (for e.g. if Effective date of the PPA is 19.09.2023, then scheduled Financial Closure date shall be 19.03.2024). At this stage, the FSPD shall report tie-up of Financing Arrangements for the Project. In this regard, the FSPD shall submit a certificate from all financing agencies regarding the tie-up of funds indicated for the Project. Additionally, the FSPD shall furnish documentary evidence towards the following: -

a. The orders placed/ agreements entered into, for supply of plants and equipment for the Project. Detailed Project Report.

b. The details of all planned/ proposed Inverters and modules (manufacturer, model number, datasheet, all technical certificates as mentioned at Annexure-A along with the link of the certifying authority with ILAC member accredited lab/ NABL accredited lab) for the Project, at least 14 days prior to the scheduled Financial Closure date.

15.2. In case of delay in achieving above condition as may be applicable, BSPGCL shall encash Performance Bank Guarantees and shall cancel the Project allotment, unless the delay is on account of delay in allotment of water body area by the Government not owing to any action or inaction on the part of the FSPD, or caused due to a Force Majeure as per PPA. An extension can however be considered, on the sole request of FSPD, on advance payment of extension charges of INR 10,000/- per day per MW. This extension will not have an impact on the Scheduled Commissioning Date of the Project. Subsequent to the completion of deadline for achieving financial closure, BSPGCL shall issue notices to the FSPD who are not meeting the requirements of Financial Closure as per the RFP deadlines. The notice shall provide a period of 7 business days to the respective FSPD to either furnish the necessary documents or make the above mentioned payment of Rs. 10,000/MW/day. In case of non-submission of either-the requisite documents or the necessary amount upon expiry of the above-mentioned notice period of 7 days BSPGCL shall encash the PBG of the corresponding FSPD and terminate the PPA for the corresponding Project. The amount of Rs. 10,000/MW/day shall be paid by the FSPD in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the FSPD. In case of the FSPD meeting the

requirements of Financial Closure before the last date of such proposed delay period, the remaining amount deposited by the FSPD shall be returned by BSPGCL. Interest on account of delay in deposition of the above mentioned charges or on any subsequent extension sought, shall be levied @ one year SBI MCLR rate /annum on pro-rata basis. Any extension charges paid so shall be returned to the FSPD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date.

15.3. The FSPD will have to submit the required documents to BSPGCL at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, BSPGCL shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

16. COMMISSIONING

16.1. The Commissioning of the Projects shall be carried out by the FSPD in line with the procedure elaborated in draft PPA document**.** BSPGCL may authorize any individual or committee or organization to witness and validate the commissioning procedure on site. Commissioning certificates shall be issued by BSPGCL after successful commissioning.

16.2. PART COMMISSIONING

Part Commissioning of Project will not allowed.

16.3. COMMISSIONING SCHEDULE AND LIQUIDATED DAMAGE FOR DELAY IN COMMISSIONING

16.3.1. The Project shall be commissioned within 12 months of the effective date of the PPA. In this regard, a duly constituted committee will physically inspect and certify successful commissioning of the Project. In case of failure to achieve this milestone, provisions of PPA as mentioned below shall apply: -

a. **Delay upto six months from the SCD*:*** The total PBG amount shall be encashed on per day basis and proportionate to the balance capacity not commissioned. For example, in case of Project commissioning is delayed by 18 days from the scheduled date, then the penalty shall be:

$$= \text{PBG amount} * \left(\frac{18}{180}\right) * \left(\frac{\text{capacity not installed}}{\text{total capacity to be installed}}\right)$$

b. **Delay of more than six months from the SCD:** In case the commissioning of the Project is delayed by more than 6 months from the SCD, the contracted capacity shall stand reduced to the project capacity that has commenced supply of power within the period of SCD plus 6 months. The PPA for the balanced contracted capacity that has not commenced supply of power shall stand terminated.

16.4. EARLY COMMISSIONING

16.4.1. The FSPD shall be permitted for full commissioning of project even prior to the SCD, subject to availability of connectivity and General Network Access. Early commencement of power supply will be allowed solely at the risk and cost of FSPD, and first right of refusal for offtake of such

power will vest with the Buying Entity i.e DISCOMs (SBPDCL/NBPDCL). In case DISCOMs (SBPDCL/NBPDCL) agrees to purchase power from such early commissioning of power supply prior to SCD, such power will be purchased at the PPA tariff. In case DISCOMs does not agree to purchase such energy, full commissioning of power shall still be allowed and the FSPD will be free to sell such energy to a third party until SCD. Such intimation regarding consent to procure energy from early commissioning of supply shall be provided by DISCOMs within 15 days of receipt of the request being made by the FSPD, beyond which it would be considered as deemed refusal. The 15 days period will be applicable separately for the DISCOMs.

16.4.2. COMMERCIAL OPERATION DATE (COD): Commercial Operation Date (COD) certificate shall be issued by DISCOM/BSPGCL. COD shall be with effect from the date on which commissioning of the Project will be achieved. The 25-year tenure of PPA shall be as per the provisions of PPA. The following milestone dates may therefore be observed and may fall on separate dates:

a. Interconnection with Grid: This may be provided by the Concerned Authority/DISCOM/PSS/GSS on the request of the FSPD, even if the project is only partially ready, to facilitate testing and allow flow of power generated into the grid to avoid wastage of Power.

b. Commissioning of the Project: This will be on a date, when the project meets the criteria defined for project commissioning. DISCOM and BSPGCL may authorize any individual or committee or organization to declare the project commissioned on site.

17. MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY PROJECT PROMOTER

17.1. The Bidder shall provide complete information in their bid in reference to this RFP about the Promoters and upon issuance of LOI, the FSPD shall indicate its shareholding in the company indicating the controlling shareholding before signing of PPA with SBPDCL/NBPDCL.

17.2. No change in the controlling shareholding of the Bidding Company shall be permitted from the date of submission of response to RFP till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

17.3. In case of the successful Bidder itself executing the PPA, it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors), till 1 (one) year from the COD, except with the prior approval of BSPGCL. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

17.4. In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 01 (one) year after COD.

17.5. Any change in the shareholding after the expiry of 1 year from COD can be undertaken under intimation to BSPGCL. Transfer of controlling shareholding of the company developing the project within the same group of companies will however be allowed after COD with the permission of BSPGCL, subject to the condition that, the management control remains within the same group of companies.

18. STRUCTURING OF THE BID PROPOSAL PROCESS

18.1. Single stage, double envelope bidding has been envisaged under this RFP. Bidders have to submit both Techno-Commercial Bid and Financial Bid (Tariff) together in response to this RFP online. The preparation of bid proposal has to be in the manner described in Instructions to Bidders (ITB) of RFP.

19. INSTRUCTIONS TO BIDDERS FOR STRUCTURING OF BID PROPOSALS IN RESPONSE TO RFP

19.1.1. The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single response to RFP.

19.1.2. Submission of bid proposals by Bidders in response to RFP shall be in the manner described below:

1. Covering Letter as per **Format 6.1.**
2. Earnest Money Deposit (EMD) in the form of BG**. Format 6.10.**
3. Board Resolutions, as per prescribed formats enclosed as per **Format 6.3** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
   a. Board resolution from the Bidding Company as the case may be, in favour of the person signing the response to RFP and in the event of Proposal of the Project and to sign the PPA.
   b. Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project.
4. Format for Financial Requirements as per **Format 6.4** along with the certificate from practicing Chartered Accountant/Statutory Auditors showing details of computation of the financial credentials of the Bidder.
5. A disclosure statement as per **Format 6.5** regarding participation of any related companies in the bidding process.
6. Format for Technical Criteria as per **Format 6.6** (to be filled for the Project) in line with Instructions to Bidders (ITB) of RFP.
7. Declaration by the Bidding Company for the Proposed Technology as per **Format 6.7** (to be filled out for the Project).
8. Attachments:

a. Memorandum of Association, Article of Association needs to be attached along with the bid. The Bidder should also highlight the relevant provision which identifies the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development.
b. In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the Bidder is selected as Successful Bidder.
c. Certificate of Incorporation of Bidding Company.
d. A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within one week prior to the last date of bid submission, along with documents containing information about the promoters, and their shareholding in the Bidder (as on a date within one week prior to the last date of bid submission) indicating the controlling shareholding at the stage of submission of response to RFP as per Clause No. 18, Section-II, Instructions to Bidders (ITB) of RFP. BSPGCL reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RFP conditions have been complied with and the Bidder will ensure submission of the same within the required time lines.
e. Certified copies of annual audited accounts for the last financial year.

20. IMPORTANT NOTES AND INSTRUCTIONS TO BIDDERS

20.1. Wherever information has been sought in specified formats, the Bidder shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.

20.2. The Bidder shall be shortlisted based on the declarations made by them in relevant schedules of RFP. The documents submitted online will be verified before signing of PPA in terms of Clause No. 14, Section-II, Instructions to Bidders, ITB of RFP.

20.3. If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RFP, in any manner whatsoever, BSPGCL reserves the right to reject such response to RFP and/ or cancel the Letter of Intent, if issued, and the Bank Guarantee provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RFP.

20.4. If the event specified at 20.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.

20.5. Response submitted by the Bidder shall become the property of the BSPGCL and BSPGCL shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Instructions to Bidders (ITB) of RFP.

20.6. All documents of the response to RFP (including RFP and subsequent Amendments/ Clarifications/ Addendum, PPA) submitted online must be digitally signed by the person authorized by the Board as per Format 6.3.

20.7. The response to RFP shall be submitted as mentioned in Instructions to Bidders (ITB) of RFP. No change or supplemental information to a response to RFP will be accepted after the scheduled date and time of submission of response to RFP. However, BSPGCL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RFP.

20.8. The bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted into the **'Time Locked Electronic Key Box (EKB)'** after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.

20.9. All the information should be submitted in English language only. In case of foreign bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.

20.10. Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.

20.11. Response to RFP that are incomplete, which do not substantially meet the requirements prescribed in this RFP, will be liable for rejection by BSPGCL.

20.12. Response to RFP not submitted in the specified formats will be liable for rejection by BSPGCL.

20.13. Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.

20.14. Non-submission and/ or submission of incomplete data/ information required under the provisions of RFP shall not be construed as waiver on the part of BSPGCL of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.

20.15. Bidder would not able to claim benefit of Renewable Energy Certificates (REC) out of this project.

20.16. Only Hon'ble High Court, Patna shall have exclusive jurisdiction in all matters pertaining to this RFP.

21. NON-RESPONSIVE BID

21.1. The electronic response to RFP submitted by the bidder along with the documents submitted offline to BSPGCL shall be scrutinized to establish "Responsiveness of the bid". Each bidder's response to RFP shall be checked for compliance with the submission requirements set forth in this RFP. Any of the following conditions shall cause the Bid to be "Non-responsive": -

a. Non-submission of Cost of RFP and/ or Processing fee as mentioned in the Bid Information Sheet;
b. Non-submission of EMD in acceptable form along with RFP document.
c. Response to RFP not received by the due date and time of bid submission;
d. Non-submission of the original documents mentioned at Clause No. 22I, Section-II, Instructions to Bidders (ITB) of RFP by due date and time of bid submission;
e. Any indication of tariff in any part of response to the RFP, other than in the financial bid;

f. Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form;

g. In case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies have submitted more than one response to this RFP, then all these bids submitted shall be treated as non-responsive and rejected.

22. METHOD OF SUBMISSION OF RESPONSE TO RFP BY THE BIDDER

I. DOCUMENTS TO BE SUBMITTED OFFLINE (IN ORIGINAL):

Covering Envelope: Super scribed as "Covering Envelope Containing Cost of RFP Document, BG of EMD, Covering Letter, Pay order towards Cost of RFP Document as mentioned in Bid Information Sheet.

- BG of EMD as mentioned in the Bid Information Sheet.
- Covering Letter as per Format-6.1

The bidding envelope shall contain the following sticker:

Response to RFP for Proposal for Procurement of Solar Power from 10MW(AC Peak) Grid Connected Floating Solar PV Power Projects to be Developed in the State of Bihar for supply of power to SBPDCL/NBPDCL as invited by Bihar State Power Generation Company Limited.	
Capacity of the project applied for	10 MW (AC peak)
NIT Reference No.	
Submitted by	*(Enter Full name and address of the Bidder)*
Authorized Signatory	*(Signature of the Authorized Signatory) (Name of the Authorized*
Bid Submitted to	**Chief Engineer** Bihar State Power Generation Company Ltd.

22.1. DOCUMENTS TO BE SUBMITTED ONLINE**:** The Bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the form. **If the Bidder has submitted offline documents and fails to submit the online bid, then the same shall be treated as incomplete bid and Cost of RFP, Processing fee submitted shall be encashed and the EMD(s) shall be returned.**

All documents of the response to RFP submitted online must be digitally signed on https://eproc2.bihar.gov.in which should contain the following:

I. Technical Bid (First Envelope)

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

a. Formats - 6.1, 6.3, 6.4, 6.5, 6.6, 6.7, 6.10 as elaborated in Clause No. 19, Section-II, Instructions to Bidders (ITB).
b. All attachments elaborated in Clause No. 19, Section-II, Instructions to Bidders (ITB), under the sub-clause 10: Attachments, with proper file names.
c. All supporting documents regarding meeting the eligibility criteria.
d. The bidder will have to fill the Electronic Form provided at the E-PROC portal as part of Technical Bid.

II. Financial Bid (Second Envelope)

Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):

a. Covering letter as per Format-6.8 of this RFP document
b. Preliminary Estimate of Cost of Solar PV Project as per Format 6.9

Only single tariff bid for the Project applied for, shall have to be filled online in the Electronic Form provided at the E-PROC portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.

Important Note:

a. The Bidders shall not deviate from the naming and the numbering formats of envelops mentioned above, in any manner.

23. VALIDITY OF THE RESPONSE TO RFP

The Bidder shall submit the response to RFP which shall remain valid up to 180 (One Hundred Eighty) days from the date of opening of financial bid. BSPGCL reserves the right to reject any response to RFP which does not meet the aforementioned validity requirement.

24. BID PREPARATION COST

The Bidder shall be responsible for all the costs associated with the preparation of the response to RFP and participation in discussions and attending pre-bid meeting(s) etc. BSPGCL shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

25. CLARIFICATIONS/ PRE-BID MEETING/ ENQUIRIES/ AMENDMENTS

25.1. Clarifications/ Doubts, if any, on RFP document may be emailed and/ or submitted through e-proc portal.

25.2. BSPGCL will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and BSPGCL's response will be uploaded in the website https://eproc2.bihar.gov.in. If necessary, amendments, clarifications, elaborations shall be issued by BSPGCL which will be notified on e-proc web site. No separate reply/ intimation will be given for the above, elsewhere.

25.3. A Pre-Bid meeting shall be held as mentioned in the Bid Information Sheet

26. RIGHT OF BSPGCL TO REJECT A BID

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

27. POST AWARD COMPLIANCES

Timely completion of all the milestones i.e. signing of PPA, meeting Financial Closure Requirements/ Conditions Subsequent (PPA), Commissioning etc. will be the sole responsibility of FSPD. BSPGCL shall not be liable for issuing any intimations/ reminders to FSPD for timely completion of milestones and/ or submission of compliance documents. Any checklist shared with FSPD by BSPGCL for compliance of above-mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of Guidelines, RFP and PPA must be timely submitted by the FSPD.

SECTION - III

QUALIFYING REQUIREMENTS FOR BIDDERS (QR)

Short listing of Bidders will be based on meeting the following Criteria:

A. GENERAL ELIGIBILITY CRITERIA

A.1 The Bidder should be a corporate body, incorporated in India under the Companies Act, 1956 or 2013 **Or** A Limited Liability Partnership Firm (LLP) registered under section 12 of Limited Liability Partnership Act, 2008. A Bidder which has been selected as Successful Bidder based on this RFP can also execute the Project through a Special Purpose Vehicle (SPV)

A.2 The Bidder or any of its Affiliates should not be a wilful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project. The Bidder shall submit an undertaking to this effect.

A.3 For avoidance of doubt, it is clarified that the fully owned subsidiary Company should be an immediate 100% subsidiary of the Bidder, without any intermediaries involved.

A.4 Bidder should have valid GST registration certificate.

A.5 Bidder should not have been black listed by any Government Department, Organization, Agency, Authority or any Public Sector Undertaking owned by the Government during the last three years as on the date for Bid submission. The Bidder shall submit an undertaking to this effect.

B. TECHNICAL ELIGIBILITY CRITERIA

B.1 Under this RFP, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Project. The Bidder may indicate regarding the Proposal of technology and its details at the time of submission of bids in the prescribed Format 6.7. However, the Successful Bidder has to confirm the Proposal of technology in line with the above at the time of Financial Closure. The technology proposed at the time of submission of response to RFP can be changed at the time of Financial Closure.

B.2 The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause No. 15 under the sub title “Financial Closure” in Section-II, Instructions to Bidders (ITB) of RFP Documents. The undertaking shall be submitted as per enclosed Format 6.6.

B.3 Detailed technical parameters for Solar PV Project to be met by FSPD are at Annexure-A. The Bidders shall strictly comply with the technical parameters detailed in the Annexure-A.

B.4 The Project shall also comply with the criteria for power generation detailed in, Instructions to Bidders (ITB) of RFP.

B.5 Bidder should have commissioned grid connected solar power plant(s) of minimum cumulative installed capacity of 5MW from all projects with at least one project of grid connected solar power

plant of minimum capacity of 1MW. (Required Document certified from SNA (State Nodal Agency / Govt. Bodies/ Third Party approved by Govt).

C. FINANCIAL ELIGIBILITY CRITERIA

C.1 NET-WORTH

a. The Net Worth of the Bidder should be positive as on the last date of previous Financial Year.

b. The net worth to be considered for the above purpose will be the cumulative net-worth of the Bidding Company that undertake to contribute the required equity funding and performance bank guarantees s[in case the Bidder(s) fail to do so in accordance with the RFP.

c. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto. Further, this is to clarify that Bidders may use Compulsorily Convertible Debentures (CCDs/MCCDs/FCCDs) etc. while computing the net-worth.

C.2 LIQUIDITY

In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to demonstrate at least one of the following parameters:

a. Bidder should have a Minimum Average Annual Turnover (MAAT) of **INR 30 Crore** during the previous three (03) financial years. It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.

C.3 The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per C.1 and C.2 above.

SECTION - IV

BID EVALUATION AND PROPOSAL OF PROJECTS

1. BID EVALUATION

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions specified in Section-II, Instructions to Bidders (ITB) of this RFP. The detailed evaluation procedure and Proposal of bidders are described in subsequent clauses in this Section.

2. TECHNO-COMMERCIAL EVALUATION OF BIDDERS

2.1. TECHNICAL BID EVALUATION (STEP - 1)

1. Technical Bid submitted online of only those bidders will be opened by BSPGCL whose required documents as mentioned in Section-II, Instructions to Bidders (ITB) of this RFP are received at the office of BSPGCL on or before the due date and time of bid submission.

2. Documents (as mentioned in the previous clause) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the Bidder.

3. Subject to Instructions to Bidders (ITB) of this RFP, BSPGCL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RFP. During the examination of the bids, BSPGCL may seek clarifications/ additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/ additional documents sought by BSPGCL within 07 (Seven) Days from the date of such intimation from BSPGCL. All correspondence in this regard shall be made through email/ E-PROC portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional. BSPGCL reserves the right to reject such bid in case of non-responsiveness of bidder.

4. The response to RFP submitted by the Bidder shall be scrutinized to establish Techno Commercial eligibility as per RFP.

2.2. FINANCIAL BID EVALUATION (STEP - 2)

In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the "Tariff" quoted by the Bidders in the Electronic Form of Financial Bid.

1. Financial Bid of only those Bidders shall be opened whose technical bids are found to be qualified.

2. The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a bid (single application) and shall quote single tariff for the Project. The tariff has to be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is INR 4.116, then it shall be considered as INR 4.11)
3. In this step, evaluation will be carried out based on tariff quoted by Bidders.
4. On completion of Techno-Commercial bid evaluation, if it is found that only one or two Bidder(s) is/are eligible for opening of financial bid, opening of the financial bid of the bidder will be at the discretion of BSPGCL. Thereafter, BSPGCL will take appropriate action as deemed fit.
5. Ranking of Bidders for the project after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation

Bidder	Submitted Financial Bid	Ranking
B1	₹ 3.50 (Tariff in ₹/ kWh)	*L1*
B2	₹ 3.60 (Tariff in ₹/ kWh)	*L2*
B3	₹ 3.70 (Tariff in ₹/ kWh)	*L3*
B4	₹ 3.70 (Tariff in ₹/ kWh)	*L3*
B8	₹3.80 (Tariff in ₹/ kWh)	*L4*
B9	₹ 3.84 (Tariff in ₹/ kWh)	*L5*

6. The Financial Bids submitted by the Bidders shall be scrutinized to ensure conformity with the relevant provisions of this RFP. Any Bid not meeting any of the requirements as per this RFP may cause the Bid to be considered "Non-responsive" at the sole decision of BSPGCL. After this step, the shortlisted bidders shall be invited for the Reverse Auction.

2.3. **Reverse Auction (STEP-3)**

I. For the purpose of discovery of tariffs with transparent process in accordance with relevant guidelines BSPGCL shall be engaging "BELTRON- e-Tendering/ e-Procurement system of Government of Bihar (https://eproc2.bihar.gov.in)". If for any reason whatsoever the e-Tendering portal needs to be changed due to technical/administrative issues, then BSPGCL shall issue necessary Corrigendum/ Notices publicly as applicable. This sort of changes shall not affect the RFP & PPA terms (except for the necessary change of dates, etc accordingly).

II. The reverse auction for the project shall be conducted through https://eproc2.bihar.gov.in portal on the day as intimated by BSPGCL to the eligible bidders.

III. Shortlisted bidders for Reverse Auction will be able to login into the website of reverse auction and shall follow the guidelines mentioned in this RFP document:

1. The minimum decrement value for discounted tariff shall be ₹ 0.01 per kWh. The Bidder can mention its revised discounted tariff which has to be at least 1 (one) paisa less than its current tariff.
2. Bidders can only quote any value lower than their previous quoted tariff taking into consideration of the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible. Bidders can

improve their ranking by quoting the tariff lower than their last quoted tariff.

2.4. Successful Bidder(s) Selection

Bids qualifying in STEP 3 shall only be evaluated in this stage.

I. The Ranking of the bidders will start from the bidder quoting the lowest Tariff and so on, after the reverse auction process concludes. Bidder quoting the lowest Fixed Tariff for 25 years shall be declared as the lowest bidder and declared as successful bidder for the project. BSPGCL reserves the right to verify all Statements, information and documents, submitted by the Bidder in response to the RFP. Failure of the BSPGCL to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the BSPGCL there under.

II. The lowest quoting Bidder will be allotted the project.

III. In case of a tie among two or more Bidders (i.e. their quoted tariff being the same), then the Bidder with highest net-worth shall be considered for allotment of the Project.

IV. At the end of Proposal process, a Letter of Intent (LOI) will be issued to the successful Bidders.

In all cases, BSPGCL's decision regarding Proposal of Bidder based on tariff or annulment of tender process shall be final and binding on all participating bidders.

SECTION - V

OTHER PROVISIONS

1. ROLE OF PSS (NBPDCL/SBPDCL)

PSS may facilitate the evacuation of power from the Project which may include the following:

Upon application of Connectivity as per BERC Regulations, DISCOM may grant for connectivity and Access of Network Support during commissioning of project.

SECTION - VI

SAMPLE FORMS & FORMATS FOR BID SUBMISSION

FORMATS FOR BID SUBMISSION

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

i) Format of Covering Letter (Format 6.1)

ii) Format for Performance Bank Guarantee (PBG) (Format 6.2)

iii) Format for Board Resolutions (Format 6.3) **(if applicable)**

iv) Format for Financial Requirement (Format 6.4)

v) Format for Disclosure (Format 6.5)

vi) Format for Technical Criteria (Format 6.6)

vii) Format for Proposed Technology (Format 6.7)

viii) Format for submission of Financial Bid (Format 6.8)

ix) Format for Preliminary Estimate of Cost of grid connected Floating Solar PV Project (Format 6.9)

x) Earnest Money Deposit (EMD) in the form of BG. (Format 6.10).

xi) Technical Requirements for Grid Connected Floating Solar PV Project (Annexure - A)

xii) Check List for Bank Guarantee (Annexure-B)

Format 6.1

COVERING LETTER

(The Covering Letter should be submitted on the Letter Head of the Bidding Company)

Ref. No. _____ Date: _____

From: _____ *(Insert name and address of Bidding Company)*

Tel.: _____

Fax:

E-mail address:

To

BSPGCL……

Sub: Response to NIT No. XX/PR/BSPGCL/2023 for Proposal of Floating Solar Power Developer for Setting up of 10 MW (AC) Grid Connected Floating Solar PV Power Project.

Dear Sir/ Madam,

We, the undersigned *[insert name of the 'Bidder']* having read, examined and understood in detail the RFP including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for 25 years to SBPDCL/NBPDCL, hereby submit our response to RFP.

We confirm that in response to the aforesaid RFP, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RFP other than this response to RFP, directly or indirectly, in response to the aforesaid RFP (as mentioned in Format 6.5 under Disclosure). We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to RFP for more than cumulative capacity of XX.XXMW, including this response to RFP. We are submitting RFP for the development of following Solar PV Project(s):

Capacity (MW)	**Location of Project (Village, Tehsil, Dist., State)**	**Interconnection Point Details**	**Proposed CUF**

We give our unconditional acceptance to the RFP, dated *[Insert date in dd/mm/yyyy]*, standard PPA documents attached thereto, issued by BSPGCL. In token of our acceptance to the RFP, PPA documents along with the

amendments and clarifications issued by BSPGCL, the same have been signed by us and enclosed with the response to RFP. We shall ensure that the PPA is executed as per the provisions of the RFP and provisions of PPA and shall be binding on us. Further, we confirm that the Project shall be commissioned within 12 months of the Effective Date of PPA.

Earnest Money Deposit (EMD): - (*Please read Clause No. 10, Section-II, ITB carefully before filling*) We have enclosed EMD of INR..... (Insert Amount), in the form of Bank Guarantee as and valid up to…..in terms of Clause No. 10, Section-II, ITB of this RFP. The total capacity of the Solar PV Project offered by us…is….MW [*Insert cumulative capacity proposed*].

We hereby declare that in the event our Project get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG within due time as mentioned in Clause No. 11, Section-II, ITB of this RFP on issue of LOI by BSPGCL for the selected Projects and/ or we are not able to sign PPA with Discoms (SBPDCL/NBPDCL) within the prescribed timelines for the selected Projects, BSPGCL shall have the right to encash the EMD submitted by us.

We have submitted our response to RFP strictly as per Section - VI (Sample Forms and Formats) of this RFP, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

1. Acceptance: -

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

2. Familiarity with Relevant Indian Laws & Regulations: -

   We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to RFP and execute the PPA, in the event of our Proposal as Successful Bidder.

3. In case of our Proposal as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our 100% subsidiary, we shall infuse necessary equity to the requirements of RFP. Further we will submit a Board Resolution prior to signing of PPA with SBPDCL/NBPDCL, committing total equity infusion in the SPV as per the provisions of RFP.

4. We hereby undertake that in the event of our project being selected under the RFP, we shall be solely responsible for getting the connectivity prior to commissioning of the Project. In the event of delay in commissioning of the project and interconnection with the grid beyond 06 months, the provisions of the RFP/ relevant articles of PPA shall be applied on such projects. Further, the project shall not be considered as commissioned unless the connectivity with grid is established.

5. We are submitting our response to the RFP with formats duly signed as desired by you in the RFP online for your consideration.

6. It is confirmed that our response to the RFP is consistent with all the requirements of submission as stated in the RFP, including all clarifications and amendments and subsequent communications from BSPGCL.

7. The information submitted in our response to the RFP is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RFP.

8. We confirm that all the terms and conditions of our Bid are valid up to ..... (Insert date in dd/mm/yyyy) for acceptance [i.e. a period of 180 (One Hundred Eighty) Days from the date of opening of financial bid.].

9. 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 Proposal 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,

We remain,

Yours faithfully,

Name,

Designation,

Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Format 6.2

FORMAT FOR PERFORMANCE BANK GUARANTEE

(PBG)

(To be submitted for the Project)

(*To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value***)**

Reference: .....

Bank Guarantee No. : .....

Date: .....

In consideration of the_____[*Insert name of the Bidder*] (hereinafter referred

to as 'selected Floating Solar Power Developer') submitting the response to RFP inter alia for Proposal of the Project of the capacity of ..... MW, at *[Insert name of the place*], for supply of power there from on long term basis, in response to the NIT No. XX/PR/BSPGCL/2023 issued by Bihar State Power Generation Company Limited (hereinafter referred to as BSPGCL) and BSPGCL considering such response to the RFP of [*Insert name of the Bidder*] (which expression shall unless repugnant to the context or meaning there of include its executers, administrators, successors and assignees) and selecting the Floating Solar Power Developer and issuing Letter of Intent No to (Insert Name of selected Solar Power Developer) as per terms of RFP and the same having been accepted by the selected FSPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Solar Power Developer or a Project Company, M/s……{a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RFP, the ..... [Insert name & address of Bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to BSPGCL at [Insert Name of the Place from the address of the BSPGCL] forthwith on demand in writing from BSPGCL or any Officer authorised by it in this behalf, any amount up to and not exceeding Rupees [Total Value] only, on behalf of M/s [Insert name of the selected Floating Solar Power Developer]

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

Our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____Only).

Our Guarantee shall remain in force until .....BSPGCL shall be entitled to invoke this Guarantee till…….

The Guarantor Bank hereby agrees and acknowledges that BSPGCL shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by [Insert name of the selected Floating Solar Power Developer/ Project Company as applicable] and/or any other person. The Guarantor Bank shall not require BSPGCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against BSPGCL in respect of any payment made hereunder

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

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

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

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly BSPGCL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Floating Solar Power Developer, to make any claim against or any demand on the selected Floating Solar Power Developer or to give any notice to the selected Floating Solar Power Developer or to enforce any security held by BSPGCL or to exercise, levy or enforce any distress, diligence or other process against the selected Floating Solar Power Developer.

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____(Indian Rupees _____ Only) and it shall remain in force until We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if BSPGCL serves upon us a written claim or demand.

Signature:

Name:

Power of Attorney No.:

For

_____ *[Insert Name and Address of the Bank*] __

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address. Dated this ____ day of ____, 20__ Witness:

1. .....

Signature

Name and Address

2. .....

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.

2. The Performance Bank Guarantee shall be executed by any of the scheduled commercial Bank listed under RBI.

Format 6.3

FORMAT FOR BOARD RESOLUTIONS

(To be Submitted for the Project)

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

1. **RESOLVED THAT** Mr/ Ms , be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RFP vide NIT No. XX/PR/BSPGCL/2023 for 'Proposal of 10MW(AC) GRID-connected Floating Solar Photo Voltaic Project' in Bihar, including signing and submission of all documents and providing information/ response to RFP to BSPGCL, representing us in all matters before BSPGCL, and generally dealing with BSPGCL in all matters in connection with our bid for the said Project. (***To be provided by the Bidding Company***)

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

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.

2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable 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 6.4

FORMAT FOR FINANCIAL REQUIREMENT

(This should be submitted on the Letter Head of the Bidding Company)

Ref. No. _____ Date: _____

From: _____ *(Insert name and address of Bidding Company*)

Tel.#: Fax#: E-mail address#

To

BSPGCL

Sub: Response to NIT No. XX/PR/BSPGCL/2023 for Proposal of Floating Solar Power Developer for Setting up of 10 MW (AC) Grid Connected Floating Solar Power Projects at Phulwaria Dam in Bihar(Distt-Nawada)

Dear Sir/ Madam,

We certify that the Bidding Company has a Net worth of INR .....….Crore (..... in words) at **the end of last Financial Year.**

This Net Worth has been calculated in accordance with instructions provided in Clause No. C1, Section-III, Qualifying Requirements (QR) of the RFP as amended.

Financial Year	**Turnover (in INR)**	**Net Worth(in INR)**	**Audited Financial Statement attached (Yes/No)**
2020-21			
2021-22			
2022-23			

(Signature & Name of the Authorized Signatory) **(Signature and Stamp of CA)**

Membership No. Regn. No. of the CA's Firm:

Note:

i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth and Annual Turnover duly certified by the Chartered Accountant.

ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Account.

Format 6.5

FORMAT FOR DISCLOSURE

(This should be submitted on the Letter Head of the Bidding Company)

Ref .No. Date:

From: (Insert name and address of Bidding Company)
Tel.#: Fax#: E-mail address#

To

BSPGCL
Sub: Response to NIT No. XX/PR/BSPGCL/2023 for Proposal of Floating Solar Power Developer for Setting up of 10 MW (AC) Grid Connected Floating Solar Power Projects at Phulwaria Dam in Bihar(Distt-Nawada).

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RFP Proposal process for the RFP No. and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this Proposal process.

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

Dated the day of , 20....
Thanking you,

We remain,
Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Format 6.6

FORMAT FOR TECHNICAL CRITERIA

(This should be submitted on the Letter Head of the Bidding Company)

Ref .No. Date:

From: (Insert name and address of Bidding Company)
Tel.: Fax: E-mail address:
To
BSPGCL

Sub: Response to NIT No. XX/PR/BSPGCL/2023 for Proposal of Floating Solar Power Developer for Setting up of 10 MW (AC) Grid Connected Floating Solar Power Projects at Phulwaria Dam in Bihar(Distt-Nawada).

Dear Sir/ Madam,

We hereby undertake to certify in line with **Section-II, ITB** under the title "Financial Closure" that the following details shall be furnished within **06 (Six) months** of effective date of the PPA.

1. Evidence of achieving complete tie-up of the Project Cost through internal accruals or through a Financing Agency.
2. Evidence of clear possession of the required water area/reservoir for the Project along with following documentary evidence: -
   i. Certificate by the concerned and competent revenue/registration authority for the / right to use/ vesting of the water area/reservoir in the name of the Floating Solar Power Developer.
   ii. Affidavit from the Authorized person of the FSPD listing the details of the area and certifying total area required for the Project under clear possession of the Developer.
   iii. A certified English translation from an approved translator in case above documents are in languages other than English and Hindi.

Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for encashment of our Performance Bank Guarantee.
Dated the day of , 20....
Thanking you,
We remain,
Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Format 6.7

DECLARATION BY THE BIDDER FOR THE PROPOSED TECHNOLOGY

(To be Submitted for the Project)

SL No.	Name of Bidding Company		
1	**Name of the Project**		
2	**Project Location**	Reservoir of Phulwaria Dam, Rajauli, Nawada	
3	**Capacity Proposed**	**…… MW**	
4	**Technology Proposed to be adopted for**		
5	**Estimated Annual Generation of Electrical Energy**		**kWh**
6	**Brief about the Proposed Technology**		
	Poly Crystalline Silicon Solar Cells and Modules		
	Bi-facial PV Modules		
	Mono PERC		
	Any Other Technology		

Dated the_____ day of….., 20....

Thanking you,

We remain,

Yours faithfully,

Name,

Designation,

Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Format 6.8

FORMAT FOR SUBMISSION OF FINANCIAL BID

(The Covering Letter should be submitted on the Letter Head of the Bidding Company)

Ref .No. Date:

From:_____

Tel.#:

Fax#:

E-mail address#

To

BSPGCL

Sub: Response to NIT No. XX/PR/BSPGCL/2023 for Proposal of Floating Solar Power Developer for Setting up of 10 MW (AC) Grid Connected Floating Solar Power Projects at Phulwaria Dam in Bihar(Distt-Nawada)

Dear Sir! Madam,

I/ We, _____ (*Insert Name of the Bidder*) enclose herewith the Financial

Proposal for Proposal of my / our firm for the Project for a cumulative capacity of 10 MW (AC) at Reservoir of Phulwaria Dam, Rajauli, Nwada, Bihar as Bidder for the above project at a tariff of Rs._____/kWh.

I/ We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from the date of opening of the Financial bid or such further period as may be mutually agreed upon.

Dated the _____ day of……., 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney! Board Resolution! Declaration.

Notes:

1. *If the bidder submits the financial bid in the Electronic Form at E-PROC portal not in line with the instructions mentioned therein, then the bid shall be considered as nonresponsive.*

2. *Tariff requirement shall be quoted as a fixed amount in Indian Rupees (up to two decimal points) only. Conditional proposal shall be summarily rejected.*

3. *In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*

   Tariff should be in Indian Rupee up to two places of decimals only.

Format 6.9

PRELIMINARY ESTIMATE OF COST OF FLOATING SOLAR PV PROJECT

(To be submitted for the Project)

Project Capacity: .....10 MW

Sr. No.	Particulars	Estimated Cost (in Lakh INR) (in	Estimated Cost (in Lakh INR) (in words)
1.	PV Modules		
2.	Module Mounting Structures		
3.	Inverters		
4.	Supply, Installation and erection of all Electrical Equipment incl. Transformers, switchgear, CR Panels, Cable and termination etc.		
5.	Civil Works including control room		
6.	Boundary Fencing, Environmental Management System		
7.	Evacuation Cost up to Inter-connecting point		
8.	Financing Cost, Overheads and Pre-Op Expenses including IDC and Contingency		
9.	Others (Please specify)		
10.	**Total Project Cost**		

Dated the _____day of_____, 20....

Thanking you,
We remain,
Yours faithfully,

Name,
Designation,
Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

* This document is for indicative purpose only and will not be considered in Financial Evaluation.

Format 6.10: Format of Bank Guarantee for EMD

[To be on non-judicial stamp paper of Rupees One Thousand Only (INR 1000/-) or 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]

Reference No. ……. Bank Guarantee No. ……. Dated: …….

EMD BANK GUARANTEE FORMAT FOR NIT No. _____

(BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF Rs.1000)

WHEREAS M/s. _____

(Name and Address of the Firm) having their registered Office at _____ (Address of the Firm's registered Office) (hereinafter called the Bidder) wish to participate in the NIT No._____ for _____ (Details of Work) issued by BIHAR STATE POWER GENERATION COMPANY LIMITED and WHEREAS a Bank Guarantee for (hereinafter called the "Beneficiary") Rs. _____ (Amount of EMD) valid till _____ (mention here date of validity of this Guarantee) which is required to be submitted by the Bidder along with the Tender.

We, _____

(Name of the Bank and address of the Branch giving the Bank Guarantee) having our registered Office at _____ (Address of Bank's registered Office) hereby gives this Bank Guarantee No. _____dated _____ and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the BIHAR STATE POWER GENERATION COMPANY LIMITED or any Officer authorized by it in this behalf any amount not exceeding Rs._____ (amount of EMD) (Rupees _____ _____) (in words) to the said BIHAR STATE POWER GENERATION COMPANY LIMITED on behalf of the Bidder.

We, _____ (Name of the Bank) also agree that withdrawal of the Tender or part thereof by the Bidder within its validity would constitute a default on the part of the Bidder and that this Bank Guarantee is liable to be invoked and

encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the Bidder and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank up to and inclusive of _____ (mention here the date of validity of Bank Guarantee) and shall not be terminated by notice or by Guarantor change in the constitution of the Bank or the Firm of Bidder or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, conceded with or without our knowledge or consent by or between the Bidder and the BIHAR STATE POWER GENERATION COMPANY LIMITED.

"Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. BSPGCL). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly."

NOT WITHSTANDING anything contained hereinbefore our liability under this Guarantee is restricted to Rs. _____ (amount of EMD) (Rupees _____ (in words). Our Guarantee shall remain in force till _____ (date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ (date should be 1 month after the above validity period of BG), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

Place:

Date:

(Please mention here complete Postal Address of Bank with Branch Code, Signature of the Bank's authorized Signatory Telephone and Fax Nos) with official seal.

_____

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place where the Tender has emanated. The non-judicial stamp paper should be in name of the issuing bank.
2. The Bidder shall furnish the Bank Guarantee from any of the Scheduled Commercial Banks as listed by Reserve Bank of India (RBI) and amended as on date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial bank is to be endorsed by the Indian branch of same bank or State Bank of India.
3. This bank guarantee/ all further communication relating to the bank guarantee should be forwarded to the office of Chief Engineer (GENERATION), BIHAR STATE POWER GENERATION COMPANY LIMITED, 5th Floor, Vidyut Bhawan, Bailey Road, Patna – 800021, Bihar only.
4. The full address along with the Name of the Bank, IFSC Code, Telex/ Fax No. and email address of the issuing bank to be mentioned.

SECTION - VII

DEFINITIONS OF TERMS

1. ***'ACT'* *or* *'ELECTRICITY ACT, 2003'*** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
2. **"APPROPRIATE COMMISSION"** shall mean BERC/CERC;
3. **"BIDDER"** shall mean Bidding Company (including a foreign company) submitting the Bid. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin;
4. "**BSPGCL**" shall mean Bihar State Power Generation Company Limited.
5. **"CAPACITY UTILIZATION FACTOR (CUF)"** shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time;
6. **"CHARTERED ACCOUNTANT"** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949**.**

   For Bidders incorporated in countries other than India, "Chartered Accountant" shall mean a person or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country;
7. **"COMPANY"** shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;
8. **"COMMERCIAL OPERATION DATE (COD)**" shall mean the date as defined in Clause no. 17, Section-II, Instructions to Bidders (ITB) of RFP;
9. **"CONTRACTED CAPACITY"** shall mean the AC capacity in MW contracted with BIHAR DISCOMs for supply by the FSPD to DISCOM at the Delivery Point from the Solar Power Project;
10. **"CONTRACT YEAR"** shall mean the period beginning from the Effective Date and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that:

a. in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and

b. provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;

11. **"CONTROL"** shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors;

12. **"CONTROLLING SHAREHOLDING"** shall mean more than 50% of the voting rights and paid up share capital in the Company;
13. **"CENTRAL TRANSMISSION UTILITY (CTU)"** shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003;
14. **"DISCOMs"** shall mean state distribution companies of Bihar i.e. NBPDCL/SBPDCL.
15. **"DAY"** shall mean calendar day;
16. **"EQUITY"** shall mean Net Worth as defined in Companies Act, 2013;

    Notwithstanding anything mentioned in the RFP, the Paid-up Share Capital will include:

    - Paid-up equity share capital
    - Fully, compulsorily and mandatorily convertible Preference shares and
    - Fully, compulsorily and mandatorily convertible Debentures
17. **"FINANCIAL CLOSURE"** ***or*** **"PROJECT FINANCING ARRANGEMENTS"** means arrangement of necessary funds by the Solar Power Developer either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance;
18. **"FSPD"** means Floating Solar Power Developer;
19. "**FLOATING SOLAR PV PROJECT**" shall mean a Project Solar Photo Voltaic Module mounted with the help of floating structure on water body that uses sunlight for direct conversion into electricity through Photo Voltaic Technology for generation of Electric Power;
20. **"GUIDELINES"** shall mean the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects issued by the Ministry of Power and MNRE time to time.
21. **"INTER-CONNECTION POINT/ DELIVERY/ METERING POINT"** shall mean the point at 33 kV or above, where the power from the Solar Power Projects is injected into the identified STU Substation (including the dedicated transmission line connecting the solar power Projects with the substation system) as specified in the RFP document. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the FSPD shall abide by the relevant CERC/ BERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.
22. **"JOINT CONTROL"** shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital);
23. **"LETTER OF INTENT"** ***or*** **"LOI"** shall mean the letter issued by BSPGCL to the selected Bidder for award of the Project;

24. **"LIMITED LIABILITY PARTNERSHIP"** ***or*** **"LLP"** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;
25. **"LLC"** shall mean Limited Liability Company;
26. **"MONTH"** shall mean calendar month;
27. **"NET-WORTH"** means the Net-Worth as defined section 2 of the company Act, 2013;
28. **"PAID-UP SHARE CAPITAL"** shall mean the paid-up share capital as defined in Section 2 of the Company Act, 2013;
29. **"PARENT"** shall mean a Company, which holds not more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company;
30. **PGCIL**- means Power Grid Corporation of India Limited;
31. **"PPA"** shall mean the Power Purchase Agreement signed between the Successful FSPD and NBPDCL/SBPDCL according to the terms and conditions of the standard PPA enclosed with this RFP;
32. **"POWER PROJECT"** ***or*** **"FLOATING SOLAR POWER PROJECT"** ***or*** **"PROJECT"** shall mean the floating solar power generation facility of 10 MW (AC) capacity at Reservoir of Phulwaria Dam, Rajauli, Nawada.
33. **"PROJECT CAPACITY"** shall mean the maximum AC capacity at the delivery point that can be scheduled on which the Power Purchase Agreement shall be signed;
34. **"PROJECT COMMISSIONING":** The Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the RFP/ PPA;
35. **"PROJECT DEVELOPER"** ***or*** **"DEVELOPER"** ***or*** **"FLOATING SOLAR POWER DEVELOPER (FSPD)"** shall mean the Bidding Company participating in the bid and having been selected and allocated the project by BSPGCL (through a competitive bidding process), including the SPV formed by the selected bidder for the purpose of setting up of project and signing of PPA with SBPDCL/NBPDCL;
36. **"RFP DOCUMENT"** shall mean the bidding document issued by BSPGCL including all attachments, clarifications and amendments there of vide this **RFP.**
37. **"SELECTED BIDDER"** ***or*** **"SUCCESSFUL BIDDER"** shall mean the Bidder selected pursuant to this RFP to set up the Project and supply electrical output as per the terms of PPA;
38. **"TOE"** shall mean Tender Opening Event.
39. **"ULTIMATE PARENT"** shall mean a Company, which owns more than 50% (Fifty Percent) voting rights and paid up share capital, either directly or indirectly in the Parent and Affiliates;
40. **"WEEK"** shall mean calendar week;

Annexure - A

TECHNICAL PARAMETER OF PV MODULE AND VARIOUS OTHER COMPONENTS FOR USE IN GRID CONNECTED FLOATING SOLAR POWER PLANT

All components of the floating solar PV project shall be in accordance with technical specifications given in relevant IS/IEC Standards. The design and commissioning also shall be as per latest IEC/IS standards. The following are some of the technical measures required to ensure quality of the major components used in grid connected floating solar power Projects.

1. Site Details and Site Assessment

a. 10 MW (AC) Floating Solar Power Plant shall be installed at Reservoir of Phulwaria Dam situated at Rajauli, Dist.: Nawada, Bihar.

b. FSPD shall conduct the study regarding Soil testing, Topography and Hydrology so that he has fair understanding of required structural system and associated cost. Bidder shall carry out the detailed site survey, study hydrology shall apprise himself regarding information such water properties, climatic conditions, requirement statutory approvals etc., before submitting the bid. Claims and objections due to ignorance of site condition will not be considered after submission of the bid.

c. Bidder shall fully acquaint himself as to all conditions and matters, which may in any way affect the work or the cost thereof. The bidder shall be deemed to have independently obtained all necessary information for the purpose of preparing the bid and his bid as accepted shall be deemed to have taken in to account all contingencies as may arise due to such information or lack of the same.

d. Bidder shall be deemed to have visited and carefully examine the site and surroundings to have satisfied himself about the nature of all existing facilities, infrastructure available for transport and communications and the access to the site for developing Floating Solar PV project.

e. Bidder is deemed to have acquainted himself of government taxes, laws structure, regulations, levies and other charges relating to the tendered work at site.

2. Floating Solar System

a. A Grid Connected Floating Solar Photovoltaic System shall consist of mainly the following components but not limited to any other components and accessories.

   I. Solar panels

II. Module mounting structure/Floating Strucutres

III. Junction boxes

IV. Power conditioning unit (PCU)

V. Metering system

VI. Earthing system

VII. Inverter Transformer

VIII. Lightning arrestor

IX. LV Cable and accessories

b. Technical standards for photovoltaic modules, Power Conditioners, inverters, inverter transformer, LV cable, LV cable connectors, Earthling Systems are available for floating Solar PV Power plants which are useful for the floating solar project also, however the material shall be of marine grading.

c. The design of floating system shall be certified by Third Party agency for safety and strength of the system.

d. The floating system shall be designed in such a way that it shall appropriately incorporate sizing of walking platforms for regular maintenance and inspection.

e. In regard to the floating structure, FSPD in absence of specific standards and specifications shall discover standards and specification and shall comply with them so that it withstands maximum wind speed, the nature forces such as wind/ rain, the extreme weather conditions such as cyclones, hailstorm etc.

f. Developer will arrange data of last 5 years regarding maximum rain, wind speed, Maximum solar radiations, wind direction, pressure, temperature, humidity, etc. However, it is recommended that developer should carry out a study at his own before bidding for the project.

g. Structure shall be treated with UV stabilizer, chemically resistant to water, acid, lye, petrol and mineral oil and also partially resistant to benzene. Floating structure shall not contaminate the water and soil.

h. Module mounting Structure/Floating Structure shall have minimum strength at ambient temperature of the site location or minimum range of (+) 55 to (-) 10 deg Celsius, while it shall be designed to have safety factor of minimum 1.5 on extreme conditions and shall be able to withstand the maximum wind speed of the location and the weight of O&M Personal, carrying Tools, the forces of nature such as wind/water flow etc.

i. Standards not limited to any other standard applied from time to time shall be followed for floating Structures, i.e. ASTM D1693, ISO16770, IS 15410:2003, RoHS directive 2002/ 95/EC, ASTM D790, ISO 178, ASTM D638, ISO 527, ASTM D695, ISO 604, SO16770, ASTM D2565, ASTM D4329, IS 15410:2003,etc.

j. All fasteners shall be of Stainless steel - SS 304 OR SS 316 OR High Strength Fasteners

having equivalent or higher tensile strength then SS 304 fasteners and shall have acid resistance properties. Nut & bolts, supporting structures including the entire MMS (module mounting structure) shall have to be adequately protected against all climatic condition. The material of construction, structural design and workmanship shall be appropriate with a factor of safety of not less than 1.5

k. Photovoltaic Modules shall comply with the specified latest edition of IEC/ equivalent BEC standards such as IEC 61215-1, IEC 61730-1, IEC 61701, IEC 62716, IEC TS 62804-1, etc.

l. For Power conditioner and invertors, relevant standards such as IEC 61683, IEC 60068-2/ IEC 62093, IEC 6500-6-2, IEC 6500-6-4 & other relevant parts of IEC 6500, IEC 62103/ 62109-1&2, IEEE1547/IEC 62116/ UL1741 or equivalent BIS Standards, etc. shall be applicable.

m. In respect to the cable and connectors, it is recommended that the Cables of 600- 1800 Volts DC for outdoor installations shall be used and should comply with the BS/ EN EN50618/ TUV 2 pfg 1169/08/07 for service life expectancy of 25 years. The Cables which passes through water shall be the marine grade cables. Cables should have adequate protection system to withstand the adverse environmental condition of the site.

n. Earthing system shall comply with latest revisions and amendments of the relevant IEC standards and IS codes particularly IS 3043, IEEE 80, IEEE 142 and Indian Electricity Rules.

3. PV Module Qualification

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

Standard	Description
IEC 61215-1 Ed.1.0	Terrestrial photovoltaic (PV) modules – Design qualification and type approval - Part 1: Test requirements
IEC 61215-1-1 Ed. 1.0	Terrestrial photovoltaic (PV) modules – Design qualification and type approval - Part 1-1: Special requirements for testing of crystalline silicon photovoltaic (PV)modules
IEC 61730-1Ed. 2.0	Photovoltaic (PV) module safety qualification-Part 1: Requirements for construction
IEC 61730-2Ed.2	Photovoltaic (PV) module safety qualification - Part 2: Requirements for testing
IEC 62716Ed.1	Photovoltaic (PV) modules - Ammonia corrosion testing
IEC TS 62804-1Ed.1	Photovoltaic(PV)modules-Test methods for the detection of potential-induced degradation - Part 1: Crystalline silicon

4. Power Conditioners/Inverters

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

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electromagnetic Compatibility (EMC)	IEC 6500-6-2, IEC 6500-6-4
Electrical Safety	IEC 62103/ 62109-1&2
Protection against Interconnection of Grid	IEEE1547/IEC 62116/ UL1741 or equivalent EN/BIS Standards
LVRT Compliance	As per the latest BERC/ CERC Guidelines/ Order/ Regulations
Grid Connectivity	Relevant BERC/ CERC Regulations (including LVRT compliance) and Grid Code as amended and revised from time to time.
Rated capacity	Nominal/ Rated output power of the inverter (if different power ratings are mentioned at different temperatures, then power rating at 55˚C shall be considered) in kW will be considered as inverter rated capacity.

5. Cables and connectors:

All cables and connectors for used for installation of solar field must be of solar grade which can withstand harsh environment conditions for 25 years from the SCOD of the project and voltages as per latest IEC standards. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the EN50618/ TUV 2pfg 1169/08/07 or equivalent IS for service life expectancy of 25 years.

Wherever the cables pass through water, the marine grade cables shall be used. Cables should have adequate protection system to withstand the adverse environmental condition of the site.

6. Earthing

Earthing system shall comply with latest revisions and amendments of the relevant IEC standards and IS codes. In particular, Earthing system shall comply with the following standards and codes**.**

Standard/Code	Description
IS 3043	Code of Practice for Earthing

IEEE 80	IEEE Guide for Safety in AC Substation Grounding
IEEE 142	IEEE Recommended Practice for Grounding of Industrial and Commercial Power Systems
Indian Electricity Rules	

7. 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.

8. Authorized Test Centres

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 Centres in India. In case of module types/ equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member body accredited Labs abroad will be acceptable.

9. Warranty

a. PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years from the COD of the project.

b. The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.

c. The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5years.

d. The Inverters/PCUs installed in the solar power plant must have a warranty for 5 years.

10. Identification and Traceability

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

i) Name of the manufacturer of PV Module

ii) Name of the Manufacturer of Solar cells

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

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

v) I-V curve for the module at Stand Test Condition (1000 W/m2, AM 1.5, 25°C)

vi) Wattage, Im, Vm and FF for the module

vii) Unique Serial No. and Model No. of the module

viii) Date and year of obtaining IEC PV module qualification certificate

ix) Name of the test lab issuing IEC certificate.

x) Other relevant information on traceability of solar cells and module as per ISO9000

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

11. Performance Monitoring:

All grid solar PV power project 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 BSPGCL/DISCOMs and MNRE online 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 BSPGCL/DISCOMs and MNRE to the remote monitoring portal of the power plants on a 24x7 basis.

12. Safe Disposal of Solar PV Modules:

The Bidder 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 in accordance with the "e-waste (Management and Handling) Rules, 2011" and "**e-waste Management Rules, 2016**" or as amended from time to time and as notified by the Government and as revised and amended from time to time.

13. Safety and Risk Management:

It will be the prime responsibility of the FSPD to take all safety precautions related to Floating solar project / plant during the construction as well as operation and maintenance period in view of the possibility of eventuality of the natural calamities, disasters, etc. It shall develop the risk management system which will take care of the project in such incidences and shall make available the appropriate plan for the same.

14. PERFORMANCE MONITORING:

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

a. The FSPD shall maintain the list of Module IDs along with performance characteristic data for each module. This data shall be submitted to BSPGCL/ MNRE.

b. The FSPD must install necessary equipment to continuously measure solar radiation on module plane, 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 BSPGCL and MNRE on line and/ or through a report on regular basis every month for the entire duration of PPA.

c. The FSPD shall provide access to BSPGCL/ MNRE or their authorized representatives for installing any additional monitoring equipment to facilitate online transfer of data.

d. All data shall be made available as mentioned above for the entire duration of the PPA.

e. The plant SCADA should be Open Platform Communications (OPC) compliant with standard DNP3 and modbus control interfaces over TCP/ IP having the provision to add protocol converters to implement custom and secure communications protocol standard for providing real time online data (including but not limited to irradiance, plant generation (instantaneous/ daily/ monthly/ yearly), Daily Peak Generation, temperature, wind speed etc.) to BSPGCL/ SLDC / DISCOMs

f. Fibre Optic Ethernet Ring network (Managed type Ethernet switches in each Control Room) should be provided between MCR & Inverter Control Rooms.

g. Web-based monitoring should be available, which should not be machine dependent. The web-based monitoring should provide the same screens as available in the plant. Also, it should be possible to download reports from a remote web-client in PDF or Excel format.

h. Standard Operating Procedure of SLDC for integration to SCADA system shall be followed.

15. BSPGCL reserves its right to relax the requirement of any tests specified in this RFP.

A**ppendix - A1**

COMMISSIONING PROCEDURE

(*This is for Reference only; The Commissioning Procedure will be guided by as per PPA***)**

i) At the time of commissioning, the Commissioning Committee shall verify compliance of technical parameter of the Project as per Annexure A of the RFP document.

ii) FSPD shall give to the concerned RLDC/ SLDC, BSPGCL, State Nodal Agency (SNA) at least 60 (Sixty) Days advance preliminary written notice and at least 30 (Thirty) Days advance final written notice, of the date on which it intends to synchronize the Power Project to the PSS/Grid. The FSPD shall be solely responsible for any delay or non-receipt of the notice by the concerned agencies, which may in turn affect the Commissioning Schedule of the Project.

iii) A Floating Solar PV Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into the PSS/ Grid.

iv) FSPD shall ensure that the equipment up to the rated Capacity has been installed and completed in all respects before the Schedule Commissioning Date. The same shall be verified by the Committee during their visit to the Project and documented as per prescribed format.

Documents to be submitted to BSPGCL:

The FSPD will have to submit the following documents (duly signed and stamped by authorized signatory) well in advance prior to the scheduled commissioning date. The FSPD shall also have to submit the hardcopies to BSPGCL if asked by BSPGCL for verification / cross check.

1. Covering Letter
2. Board Resolution for Authorized Signatory.
3. Invoice(s) of the Major Equipment(s) (including but not limited to modules, Inverters/ PCUs, Weather Monitoring Stations/ DC Cables and for all the equipment)
4. All supporting documents towards meeting the technical compliance along with datasheet/ warranty certificates/ contract agreement etc. as mentioned in Annexure A.
5. Installation report duly signed by the authorized signatory as per Appendix - A2.
6. Plant Layout clearly mentioning the details of rows and number of modules in each row.
7. Electrical Inspector report along with all annexure/ attachments. It would be the responsibility of the FSPD to collect the certificate.

8. FSPD shall ensure Connectivity to the Grid/PSS from concerned Utility/ DISCOM. Connectivity report as per the Appendix - A3.

9. Synchronization Certificate as per prescribed format issued by respective Utility/ DISCOM for ascertaining injection of power into Grid/PSS as per Appendix - A4.

10. Supporting document for "Consent to Operate"

11. Snap Shots of the Plant from various angles shall be taken for covering installation of important components of the floating solar power plant and made part of Installation Report.

12. Reading of all the inverters (instantaneous and total generation) along with its serial number of a particular date.

13. Relevant document from SLDC/ RLDC acknowledging successful data communication between plant end and SLDC/ RLDC.

14. After the submission of the documents by FSPD, BSPGCL shall verify the documents and intimate/ reply with remarks. In case any additional supporting/ revised documents are asked by BSPGCL, the same have to be submitted/ uploaded by the FSPD.

15. Only after all the required documents are verified by BSPGCL, the FSPD shall have to submit the proposed commissioning date along with commissioning order issued by BSPGCL.

16. After the proposed commissioning date along with commissioning order is submitted the commissioning committee formed as per MNRE guidelines shall visit the site within 07 working days to verify the technical compliance on site as per the information submitted by the FSPD. In case the committee finds discrepancy/ deviation from the information submitted by the FSPD during on site verification, after intimation of rectification of the reported discrepancy/ deviation from the FSPD to BSPGCL, the committee shall schedule its next visit only on the next available date as per the availability of all the committee members.

17. FSPD shall have to submit the as-built drawing after the commissioning prior to the COD.

18. FSPD shall have to submit the required plant related data to BSPGCL/ SLDC/ State DISCOMs. Additionally, FSPD shall also provide the login details/ SCADA login to BSPGCL/ SLDC/ DISCOM for online real time data monitoring prior to COD.

19. Early Commissioning of a Solar Project prior to the scheduled commissioning date is permitted on acceptance of power by BSPGCL/DISCOMs. In order to facilitate this, FSPD shall inform the concerned RLDC/ SLDC and BSPGCL well in advance the date on which it intends to synchronize the Power Project to the Grid/PSS System. The FSPD shall be required to give an advance notice of at least 90 days prior to the proposed commissioning date.

20. Joint Meter Reading (JMR) shall be taken at Delivery Point and Pooling Substation (if applicable)/

plant premise at the time of connectivity of the Project with Grid. This shall include information of respective meters installed at delivery/ interconnection point and pooling substation/plant premises.

21. FSPD is permitted to schedule the Commissioning of the Project in full as per the commissioning procedure elaborated in Section-II, ITB of RFP Documents.

Floating Solar Power Developer would be required to plan commissioning/ synchronization with grid at least 10 (Ten) Days ahead of the last permissible date for commissioning in accordance with MNRE/ SLDC guidelines. If not done so, whole responsibility for not meeting the deadline for commissioning on account of inability of the Committee to visit the project site for commissioning rests solely on the developer.

Note: The commissioning procedure may change subject to any guidelines from MNRE.

Appendix - A2

INSTALLATION REPORT

(*To be provided by FSPD and to be submitted at least 10 days prior to Commissioning Date which shall be verified by Commissioning Committee***)**

Sr. No.	Capacity of the Project (MW)	
	Capacity proposed to be commissioned (MW)	
I.	Technology used (Mono/Multi Crystalline / thin film / Others; please specify along with capacity of each type)	
II.	Type of Tilt	
III.	Rating of PV modules (Wp)	
IV.	Number of modules installed of each type (along with Serial Nos. of all the modules installed)	
V.	Make of Module(s) installed of each type (including name of the Supplier and country of origin)	
VI.	Number of PCUs / Inverters installed (along with Serial Nos. of all the PCUs/Inverters installed)	
VII.	Make of the PCUs / Inverters (including name of supplier and country of origin)	
VIII.	Rating of PCUs / Inverters	
IX.	Date of installation of full capacity (as per capacity proposed to be commissioned)	
	PV arrays	
	PCUs / Inverters	
	Transformers	

Appendix - A3

SAMPLE CONNECTIVITY REPORT

(*To be provided by concerned Utility/ DISCOM/ SPIA***)**

This is in compliance to the office order of the ----DISCOM, <Place> issued vide office

order <No.><dated>, the committee constituted vide said order has completed the work for commissioning of <kV> Bay & Metering Equipment to interconnect the <MW> Solar Power Generation Plant (having <technology>) with Grid installed at <Village>, <Tehsil>, <District> in the <State> on <date>, under NIT No XX/PR/BSPGCL/2023.

The details of Solar Power Plant are as under

Sl. No	**Name of FSPD & Location**	**Capacity mentioned in PPA**	**Connectivity**	**Details of Floating Solar Power Plant(Transformer, Inverter, Modules, Switchgear)**
1.	<M/s><Village><Tehsil><District.	<> MW	Metering Detail at Delivery Point (<Village>) S.No. of <kV> CT i) <R- Phase> ii) <Y-Phase> iii) <B-Phase> S.No. of < kV> PT i)<R- Phase>ii)<Y-Phase>iii) <B Phase> S.No. of Main<ABT> Meter> S.No. of Check <ABT Meter> S.No. of Standby <ABT Meter> Metering Equipment installed at Receiving end on dated: <>132 kV GSS/33kV PSS, <>, <>, (<Distt.>)	A. Transformer<Make/Type :><Sr. No.> B. Inverters<Make/Type:>< Sr. No.> C. Modules <Make: ><W>, < W ><Total: Nos.> D. Switchgear Panels <Make/Type:><Sr. No.>Protection Provided: Under/Over voltage, Over current & Earth fault.

The Commissioning date of various equipment is as under:

<kV> line from --- to , completed on date….. Line Bay at < kV >GSS, charged for ---- on….. <kV> line charged from to ……..on date…Main & check metering commissioned on…….. (Initial record of Main/Check meters at the time of Commissioning is to be taken and enclosed)

Complete system commissioned on date……

The Joint Inspection Report of metering arrangement & copy of permission of Electrical Inspector is enclosed herewith.

Appendix - A4

SAMPLE SYNCHRONIZATION CERTIFICATE

It is certified that---- MW (Capacity) Floating Solar Photovoltaic Power Project of M/s. , Village -- Tehsil/ Taluka --- , District----------was Grid connected on ----- (Date) at---------- Hrs.

It is further certified that the Project was synchronized and supply of power into the grid from the Project connected on ..... (Date) at ------- Hrs.

The above certificate is issued on the basis of MRI record.

NB:

1. The above certificate shall be issued by concerned CTU/ STU/ Transmission Utility/ DISCOMs
2. Copy of duly signed MRI is to be enclosed.

Annexure - B

CHECK LIST FOR BANK GUARANTEE

Sl. no.	Details of Checks	Yes/ No
1.	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
2.	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp Paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued.	
3.	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by the Indian branch of the same bank or SBI, India?	
4.	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?	
5.	Is each page of BG duly signed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed Proforma?	
6.	Do the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
7.	Are the factual details such as Bid Document No./ Specification No./ LOI No. (if applicable)/ Amount of BG and Validity of BG correctly mentioned in the BG	
8.	Whether overwriting/cutting, if any, on the BG have been properly authenticated under signature & seal of executants?	
9.	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
10.	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	

Annexure - C

DRAFT POWER PURCHASE AGREEMENT
For
PROCUREMENT OF POWER THROUGH TARIFF-BASED COMPETITIVE BIDDING FROM GRID – CONNECTED 10 MW(AC) FLOATING SOLAR PV POWER PROJECT TO BE SET UP UNDER RESCO MODE OVER RESERVOIR OF PHULWARIA DAM LOCATED AT RAJAULI, DIST.: NAWADA IN THE STATE OF BIHAR.

NIT No: XX/PR/BSPGCL/2023

on

Long Term (25 YEARS)

Between

Bihar State Power Holding Company Limited (BSPHCL)

And

North Bihar Power Distribution Corporation Limited (NBPDCL)

And

South Bihar Power Development Corporation Limited (SBPDCL)

And

M/s XXXXXXXXXXX

(As per Guidelines for Tariff Based Competitive Bidding process for Procurement of Power from Grid connected Solar PV Power project)

This Power Purchase Agreement is made on the ……. day of ……. of Two Thousand Twenty (_____-_____-2023) at Patna:

Between

BIHAR STATE POWER HOLDING COMPANY LIMITED (BSPHCL), a company incorporated under the Companies Act 1956 or the Companies Act 2013, having its registered office at **1st Floor, Vidyut Bhawan, Jawahar Lal Nehru Marg, Patna - 800021** herein after referred to as "BSPHCL" or "Procurer", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns as a Party of the **First Part**;

And

NORTH BIHAR POWER DEVELOPMENT COMPANY LIMITED (NBPDCL), a company incorporated under the Companies Act 1956 or the Companies Act 2013, having its registered office at **Third Floor, Vidyut Bhawan Bailey Road, Patna 800021** herein after referred to as "DISCOM" or "Procurer", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns as a Party of the **First Part**;

And

SOUTH BIHAR POWER DEVELOPMENT COMPANY LIMITED (SBPDCL), a company incorporated under the Companies Act 1956 or the Companies Act 2013, having its registered office at **Second Floor, Vidyut Bhawan Bailey Road, Patna 800021** herein after referred to as "DISCOM" or "Procurer", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns as a Party of the **First Part**;

And

M/s XXXXXXXX(Successful Bidder) as a Party of the **Second Part**;

"Seller" or "Floating Solar Power Developer (FSPD)" and "Procurer" or "DISCOM" are individually referred to as 'Party' and collectively referred to as 'Parties'.

Whereas:

a) Bihar State Power Generation Company Limited (BSPGCL), a Nodal Agency/implementing agency for installation of floating solar power plant above 1MW in all types of water bodies through issue of RFP (Request for Proposal) Document for NIT No. XX/PR/BSPGCL/2023 (along with all its issued corrigendum, amendments, orders & notices) for selecting FSPD for setting up of Floating Solar PV Project of 10MW(AC) Capacity for supply of solar energy for 25 years to BSPHCL/NBPDCL/SBPDCL.

b) The FSPD, after meeting the eligibility requirements has been selected by BSPGCL for the construction, operation & maintenance and supply of power from the Solar PV project of capacity 10MW(AC) at Reservoir of Phulwaria Dam, Rajauli, Nawada, to the Procurer in accordance with the terms of this Agreement.

c) The FSPD or "Seller" has provided to the Procurer, Contract Performance Guarantee(s) as per format specified in RFP.

d) The FSPD has agreed to sign this Power Purchase Agreement with Procurer for sale of Solar Photovoltaic Power by the FSPD to the Procurer for 25 years as per the terms and conditions of this Agreement.

e) Procurer agrees to procure Solar Photovoltaic Power up to the Contracted Capacity from the FSPD as per the terms of this Agreement.

f) The Parties hereby agree to execute this Power Purchase Agreement setting out the terms and conditions for the procurement sale of power by FSPD to Procurer.

g) All the other RFP Project Documents will be executed by the Procurer and the Seller simultaneously with the signing of this Agreement.

h) The RFP along with all its issued corrigendum, amendments, orders & notices shall constitute an integral part of this PPA.

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

SECTION 1

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions

The terms used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed there under, including those issued/ framed by the Appropriate Commission (as defined hereunder), as amended or re- enacted from time to time.

"Act" or "Electricity Act, 2003"	Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
"Agreement" or "Power Purchase Agreement" or "PPA"	shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof;
"Appropriate Government"	shall mean Govt. of Bihar or Central Government;
"Auxiliary Consumption"	shall be as defined by BERC in its regulation.

“Bihar State Power Transmission Company Ltd.” or “BSPTCL”	Shall mean the State Transmission Utility as specified by the State Government under Sub-section (1) of Section 39 of the Act;
"Bill Dispute Notice"	shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party;
“Business Day”	shall mean with respect to the Seller and Procurer, a day other than Sunday or a statutory holiday, on which the banks remain open for business in the state of Bihar.
“BSPGCL”	shall mean Bihar State Power Generation Company Limited.
“Capacity Utilisation Factor” or CUF”	shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2010 as amended from time to time; However for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Contracted Capacity
“Change in Law”	shall have the meaning ascribed thereto in Article 12.1 of this Agreement;
“Competent Court of Law”	shall mean any court or tribunal or any similar judicial or quasi- judicial body in Bihar that has jurisdiction to adjudicate upon issues relating to this Agreement;
“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 and / or supply of power;
“Consultation Period”	shall mean the period of sixty (60) days or such other longer period as the Parties may agree, commencing from the date of issuance of a Seller Preliminary Default Notice or Procurer Preliminary Default Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;
“Contract Year"	shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;
"Contracted Capacity"	shall mean 10 MW(AC) of Floating Solar PV power contracted with Procurer for sale of such power in MU’s by the Seller corresponding to declared CUF (Viz. 2 MW AC capacity means 2 MW AC output at Inverter.);
“Commission”	shall mean Bihar Electricity Regulatory Commission (BERC);
Commercial Operation Date (COD)”	shall mean the actual commissioning date of the full capacity of the Power Project where upon the FSPD starts injecting power from the Power Project to the Delivery Point
“CERC”	shall mean Central Electricity Regulatory Commission
“Day”	shall mean a day, if such a day is not a Business Day, the immediately succeeding Business Day;

"Delivery Date"	shall mean the date on which the Seller commences supply of the aggregate Contracted Capacity to the Procurer;
"Delivery Point"	shall be at the power substation of DISCOM(SBPDCL/NBPDCL) at relevant voltage level of 33 KV. The metering shall be done at this point of Interconnection. All charges and losses up to the Delivery Point shall be borne by the FSPD. Incentives notified under Bihar RE Policy 2017 shall be applicable on FSPD.
"Delivered Energy"	means the kilowatt Hours of electricity actually fed into the Grid system and measured by energy meters at Delivery Point in a Billing Period
"DISCOMs"	**"DISCOM"** shall mean North Bihar Power Distribution Company Limited and/or South Bihar Power Distribution Company Limited;
"Dispute"	shall mean any dispute or difference of any kind between the Seller and the Procurer in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16 of this Agreement;
"Due Date"	shall mean the last day of the month provided up to 10th day of the month. For the bills received and acknowledged by the Procurer after 10^{th}, it shall be 30^{th} day from such date;
"Effective Date"	shall have the meaning ascribed thereto in Article 2.1 of this Agreement"
"Electricity Laws"	shall mean the Electricity Act, 2003 and the rules and regulations made thereunder from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission;
"Emergency"	means a condition or situation affecting either Procurer's electrical system or the Grid System, including without limitation, frequency variations beyond the Technical Limits, which threatens the safe and reliable operation of such system or which is likely to result in disruption of safe, adequate and continuous electric supply by Procurer or the Grid System or could endanger life or property.
" Energy Accounts"	shall mean the regional energy accounts/ state energy accounts as specified in the Grid Code issued by the appropriate agency for each Month (as per their prescribed methodology), including the revisions and amendments thereof;
"Event of Default"	shall mean the events as defined in Article 13 of this Agreement;
"Expiry Date"	Shall mean the date occurring twenty five (25) years from the Commercial Operation Date of the Solar PV Project;
"Financial Closure or Financial Close or Project Financing Arrangements"	shall mean arrangements of necessary funds by the Solar Project Developer either by way of commitments of funds by the company from its internal resources and / or tie up of funds through a bank/financial institution by way of sanction of a loan.

"Force Majeure" or "Force Majeure Event"	shall have the meaning ascribed thereto in Article 11 of this Agreement"
"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 2003, as applicable;
"Grid /Distribution System"	Means Grid S/s of BSPTCL/DISCOMs through which Delivered Energy is evacuated and distributed.
"Incremental Receivables"	shall mean the amount of receivables, in excess of the amounts which have already been charged or agreed to be charged in favour of the parties by way of a legally binding agreement, executed prior to the Effective Date;
"Indian Governmental Instrumentality"	shall mean the Government of India, Governments of State of Bihar and any Ministry, Department, Board, Authority, Agency, Corporation, Commission under the direct or indirect control of Government of India or any of the above state Government(s) or both, any political sub-division of any of them including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India;
"Inter-connection Point"	shall mean the point where the power from the power station switchyard bus of the Seller is injected into the transmission system of BSPTCL/ NBPDCL/ SBPDCL (including the dedicated transmission line connecting the power station with the Delivery Point);
"Invoice" or "Bill"	shall mean either a Monthly Invoice, Monthly Bill or a Supplementary Invoice / Supplementary Bill by any of the Parties;
"KV"	shall mean kilo Volt;
"kWh"	shall mean Kilowatt-hour
"Late Payment Surcharge"	shall have the meaning ascribed thereto in Article 10.3.3 of this Agreement;
"Law"	shall mean in relation to this Agreement, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of the Appropriate Commission;
"Letter of Credit" or "L/C"	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;

“Metering Point”	for purposes of recording of Delivered Energy will be the Delivery Point
"Month"	shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month;
“NBPDCL / SBPDCL / DISCOM”	shall mean North Bihar Power Distribution Company Limited or South Bihar Power Distribution Company Limited
Operating Period	shall mean the period commencing from the Commercial Operation Date, until the last day of the Term of this Agreement or date of earlier termination of this Agreement in accordance with Article 2 of this Agreement
Open Access Charges	shall mean the charges levied by the RLDC / STU/ SLDC of the State of Bihar for the grant of Open Access & for scheduling
"Party" and "Parties"	shall have the meaning ascribed thereto in the recital to this Agreement;
“Payment Security Mechanism”	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
“Power Project” or “Project”	shall mean the solar power generation facility of Contracted Capacity of 10 MW(AC) at Reservoir of Phulwaria Dam, Rajauli, Nawada, having separate points of injection into the grid/PSS at inter-connection/metering point and having a separate boundary, control systems and metering. This includes all units and auxiliaries such as water supply, treatment or storage facilities; bay/s for transmission system in the switchyard, and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility; whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power as per this Agreement;
“Preliminary Default Notice”	shall have the meaning ascribed thereto in Article 13 of this Agreement;
“PSS”	shall mean Power Sub-station
“ Prudent Utility Practices”	shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power generation equipment and which practices, methods and standards shall be adjusted as necessary, to take account of: a) operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be incorporated in the Power Project; b) the requirements of Indian Law; and the physical conditions at the site of the Power Project

“RBI”	shall mean the Reserve Bank of India;
“Rebate”	shall have the same meaning as ascribed thereto in Article 10.3.4 of this Agreement;
“RLDC”	shall mean the relevant Regional Load Dispatch Centre established under Sub-section (1) of Section 27 of the Electricity Act, 2003;
"RPC"	shall mean the relevant Regional Power Committee established by the Government of India for a specific region in accordance with the Electricity Act, 2003 for facilitating integrated operation of the power system in that region;
"Rupees", "Rs." or “”	shall mean Indian rupees, the lawful currency of India;
“Scheduled Commercial Operation Date” or "Scheduled COD"	shall be a date, 12 (Twelve) months from the Effective Date, when the Solar PV Project is required to be commissioned as per the terms and conditions of the PPA;
“SLDC”	shall mean the State Load Dispatch centre established under Sub-section (1) of Section 31 of the Electricity Act 2003, relevant for the State of Bihar;
“SLDC Charges”	shall mean the charges levied by SLDC;
“Solar Photovoltaic” or “Solar PV”	shall mean the solar power project that uses sunlight for direct conversion into electricity and that is being set up by the Seller to provide Solar Power to the Procurer;
“Solar Power”	shall mean power generated from the Solar PV Project;
“State Transmission Utility” or “STU”	shall mean ”BSPTCL” or the Government company notified by the respective State Government under Sub-section (1) of Section 39 of the Act;
"Tariff"	Shall have the same meaning as provided for in Article 9 of this Agreement;
"Tariff Payments"	shall mean the payments to be made under Monthly Bills as referred to in Article 10;
“Termination Notice”	shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement;
"Term of Agreement"	shall have the meaning ascribed thereto in Article 2 of this Agreement;
"Week"	shall mean a calendar week commencing from 00:00 hours of Monday, and ending at 24:00 hours of the following Sunday;
“Voltage of Delivery”	shall mean the voltage at which the electricity generated by the project will be delivered to Procurer at the Delivery point

1.2 Interpretation

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

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

1.2.2 An "Article", a "Recital", a "Schedule" and a "paragraph / clause" shall be construed as a reference to an Article, a Recital, a Schedule and a paragraph/clause respectively of this Agreement;

1.2.3 A "Crore" means a reference to ten million (10,000,000) and a "Lakh" means a reference to one tenth of a million (1, 00,000);

1.2.4 An "encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;

1.2.5 "Indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

1.2.6 A "person" shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;

1.2.7 "Rupee", "Rupees" "Rs." or "₹" (new rupee symbol) shall denote Indian Rupees, the lawful currency of India;

1.2.8 The "winding-up", "dissolution", "insolvency", or "reorganization" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the Law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;

1.2.9 Words importing the singular shall include the plural and vice versa;

1.2.10 This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented only if agreed to between the parties;

1.2.11 A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time;

1.2.12 A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time;

1.2.13 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part;

1.2.14 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement;

1.2.15 All interest, if applicable and payable under this Agreement, shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty five (365) days;

1.2.16 The words “hereof” or “herein”, if and when used in this Agreement shall mean a reference to this Agreement;

1.2.17 The terms “including” or “including without limitation” shall mean that any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;

ARTICLE 2: TERM OF AGREEMENT

2.1 Effective Date

2.1.1 This Agreement shall come into effect from the date of its execution by both the Parties and such date shall be referred to as the Effective Date.

2.2 Term of Agreement

2.2.1 This Agreement subject to Article 2.3 and 2.4 shall be valid for a term from the Effective Date until the Expiry Date. This Agreement may be extended for a further period on mutually agreed terms and conditions at least one hundred eighty (180) days prior to the Expiry Date.

2.3 Early Termination

2.3.1 This Agreement shall terminate before the Expiry Date:

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

2.4 Survival

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

2.5 COMMERCIAL OPERATION DATE (COD):

Commercial Operation Date (COD) certificate shall be issued by BSPHCL/NBPDCL/SBPDCL/DISCOM and BSPGCL (Nodal Agency). COD shall be with effect from the date on which commissioning of the Project was achieved. The 25-year tenure of PPA shall be as per the provisions of PPA. The following milestone dates may therefore be observed and may fall on separate dates:

A. Interconnection with Grid: This may be provided by the Concerned Authority/DISCOM/CTU/STU on the request of the FSPD.

B. Commissioning of the Project: Commissioning shall be as per standard industry practices and directives/ guidelines of concerned departments. Certification shall be done jointly in presence of seller on a date, when the project meets the prevailing standards for project commissioning. BSPHCL/NBPDCL/SBPDCL/DISCOM and BSPGCL may authorize any individual or committee or organization to declare the project commissioned on site. The commissioning procedure to be followed has been elaborated in Format 6.17.

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

3.1 Satisfaction of conditions subsequent by the FSPD/ Seller

3.1.1 The FSPD agrees and undertakes to duly perform and complete all of the following activities at the FSPD's own cost and risk as per below mentioned time schedule from the Effective Date, unless such completion is affected by any Force Majeure event, or if any of the activities is specifically waived in writing by Procurer:

Milestone	Time Period from the Effective Date	Documentary Evidence to be produced to BSPGCL
Approval from State Transmission Utility/ Central Transmission Utility /DISCOMs regarding the feasibility of Grid(PSS/GSS) connectivity of the project site.	Three Months	Approval Letter from BSPTCL / NBPDCL/ SBPDCL
Clear Possession of the required water body for project development	Three Months	Required NOC from concerned department.
Financial Closure	Six Months	Approval of Project DPR from BSPGCL(Capacity & design finalization) Copy of the Sanction Letter received from the Financial Institutes/ Banks

3.1.2 The FSPD/ Seller shall have obtained all Consents, Clearances and Permits required for supply of power to the Procurer as per the terms of this Agreement.

3.1.3 Transmission Agreement between BSPTCL/ DISCOM and FSPD confirming the evacuation and connectivity of STU system with their Power Project switchyard.

3.1.4 Failure or delay on the part of Seller in achieving the above conditions shall constitute sufficient grounds for encashment of the Performance Bank Guarantee.

3.1A Satisfaction of conditions subsequent by the Procurer

3.1A.1 The Procurer agrees and undertakes to duly perform and complete the following activities within nine months from the Effective Date, unless such completion is affected by any Force Majeure event or due to the Seller's failure to comply with their obligations under Article 3.1 of this Agreement or if any of the activities is specifically waived in writing by the Seller:

- The Procurer shall have obtained the order of the Bihar Electricity Regulatory Commission for adoption of the tariff under Section 63 of the Electricity Act 2003 and given a copy of the same to the Seller.

3.2 Consequences of non-fulfilment of conditions subsequent under Article 3.1

3.2.1 In case of failure to submit the documents as above, Procurer shall have the right to terminate this Agreement by giving a Termination Notice to the FSPD in writing of at least seven (7) days. The

termination of the Agreement shall take effect upon the expiry of the 7th day of the notice. An extension, without any impact on the Scheduled Commissioning Date, can however be considered, on the sole request of FSPD, on payment of Rs. 10,000/- per day per MW to the Procurer. Such extension charges are required to be paid to Procurer in advance, for the period of extension required. In case of any delay in depositing this extension charge, FSPD shall pay an interest on this extension charge @ one year SBI MCLR rate /annum.

3.2.2 Procurer shall be entitled to encash all the Performance Bank Guarantees submitted by the FSPD.

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

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

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

3.3 Performance Bank Guarantee

3.3.1 The Performance Bank Guarantee of Rs. 30 Lakh / MW to be furnished under this Agreement shall be for guaranteeing the commencement of the supply of power up to the Contracted Capacity within the time specified in this Agreement.

3.3.2 The failure on the part of the FSPD to furnish and maintain the Performance Bank Guarantee shall be a material breach of the term of this Agreement on the part of the FSPD.

3.3.3 If the FSPD fails to commence supply of power from the Scheduled Commissioning Date specified in this Agreement or any further extension thereof granted by Procurer, subject to conditions mentioned in Article 4.6.1, Procurer shall have the right to encash the Performance Bank Guarantee in accordance with Article 4.7 without prejudice to the other rights of Procurer under this Agreement.

3.4 Return of Performance Bank Guarantee

3.4.1 Subject to Article 3.3, Procurer shall return/ release the Performance Bank Guarantee after three months of successful Commissioning of the Project and after taking into account any liquidated damages / penalties due to delays in commissioning as per provisions stipulated in this Agreement.

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

ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT

4.1 FSPD's Obligations

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

a) obtaining all Consents, Clearances and Permits other than those obtained under Article 3.1.1 and maintaining all Consents, Clearances and Permits in full force and effect during the Term of this Agreement;

b) designing, constructing, erecting, commissioning, completing and testing the Power Project in accordance with the applicable Law, the State Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices;

c) the commencement of supply of power up to the Contracted Capacity to Procurer not later than the Scheduled Commissioning Date; and continuance of supply of Power throughout the term of agreement ;

d) owning the Power Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 15;

e) maintaining its controlling shareholding (having the shareholding of more than 51%) prevalent at the time of signing of PPA up to a period of one (1) year after Commercial Operation Date; and

f) fulfilling all obligations undertaken by the FSPD under this Agreement.

g) Obtaining Long Term Access (LTA) and executing transmission service agreement with CTU/STU as the case may be, for evacuation of the Contracted Capacity and maintaining it throughout the term of the Agreement.

4.1.2 Further, the FSPD should adhere to the following milestone schedule after the achievement of the financial closure for the project.

Milestone	**Time Period from the Achievement of Financial Closure**	**Documentary Evidence to be produced to BSPGCL**
No-Objection Certificate from State Pollution Control Board (if required)	Three months	Copy of approval letter from SPCB
Placement of Order/Agreement signing for purchase of plant and machinery for the project	Three months	Order/Agreement Copy
Payment of requisite advance or opening of irrevocable letter of credit with suppliers/contractors	Three months	Receipt of payment from the Supplier/Contractor
Receiving of plant and machinery for the project at site	Three months	MDCC from Supplier/ Actual Site Photographs
Completion of Civil Infrastructure	Three months	Actual Site Photographs
Commissioning and commercial operation	Six months	Letter from NBPDCL/SBPDCL

4.1A Construction power and power during maintenance/ shutdown

The FSPD shall apply to the DISCOM for availing temporary connection for the supply of Power and the DISCOM shall supply the power in accordance with then prevalent terms and conditions for such consumers at the tariff as determined by BERC from time to time.

The FSPD shall also be allowed by the DISCOM to draw energy for their consumption during the maintenance/ shut down period of the Project after the Commercial Operation date. The DISCOM shall raise an invoice on the monthly basis as per the prevailing terms and conditions and tariff rates as applicable for such consumers as determined by BERC.

4.2 Grid Interfacing and Evacuation Arrangements

4.2.1 The plant should be designed for interconnection with the transmission network of STU/DISCOM. The responsibility of getting connectivity with the transmission system will lie with the FSPD.

4.2.2 For the proposed site for Project, the FSPD shall be required to obtain an "in-principle" approval from the State Transmission Utility i.e. BSPTCL or DISCOM/NBPDCL/SBPDCL/BSP(H)CL regarding the feasibility of grid connectivity of the project site. The same is required to be obtained within 3 months from the date of signing of this Agreement.

4.2.3 In case of delay in achieving the above condition, as may be applicable, BSPHCL shall encash performance Bank Guarantees.

4.2.4 The delivery point of generation project shall be located in the close proximity of existing /upcoming Grid S/s of STU.

4.2.5 Based on the feasibility of the grid connectivity of the project site established by BSPTCL/DISCOMs, the requisite arrangement for the evacuation of the power from the generation plant to the nearest grid/ sub-station will be developed at their own cost by FSPD. Incentives on development of Renewable Energy within state of Bihar shall be applicable in line with the Bihar Policy for promotion of New and Renewable energy sources 2017 as amended or framed from time to time.

4.2.6 The FSPD shall provide step-up transformers, panels, kiosks, protection & metering equipment or any other equipment as required at the generation facility and fully equipped line bay(s) in its switchyard for termination of interconnecting transmission line(s) at the Generation switchyard. In general, the FSPD should procure and set up all such facilities required for facilitating the inter-connection till the point of inter-connection. The FSPD shall also provide proper & reliable communication between the generation facility & Grid substation / Power S/S of BSPTCL/ NBPDCL/ SBPDCL where the power is to be delivered by the generation facility. The cost of the communication equipment and associated works will be borne by the FSPD.

4.2.7 The FSPD shall run the plant as a part of integrated system to generate power in synchronism with the grid and shall inject three phase 50 Hz (nominal) AC Supply into DISCOMs system at 33 kV as per provision of Bihar Grid Code-2010 as amended from time to time.

4.2.8 Delivery of power to the point of interconnection at substation of DISCOM where the metering will be done shall be the responsibility of the FSPD at its own cost. For this, the FSPD shall enter into an Agreement with DISCOM for evacuation & transmission of power from its power plant to

the sub-station. The installation of equipment for metering at the power plant side will be the responsibility of the FSPD as per prevailing CEA guidelines.

4.2.9 The Company shall also generate matching MVArh corresponding to 0.80 PF & above, as provided in regulation of BERC/CERC so that there is no adverse effect on Grid system. Monthly average PF shall be computed from ratio of kWh to kVArh injected into Grid system during the month.

4.3 Synchronization & Interconnection Facilities

4.3.1 The FSPD shall be required to obtain all information with regard to the interconnection facilities as is reasonably necessary to enable it to design, install and operate all interconnection plant and apparatus on the generation plant side to enable delivery of electricity at the Delivery Point.

4.3.2 The synchronization equipment will be installed by the FSPD at its generation facility at its own cost. The FSPD shall synchronize its system with the STU system only after the grant of approval of synchronization scheme and subject to verification and checking made by STU of the control and protection system of the generation project & switchyard. The FSPD shall, immediately after each synchronization / tripping of generator, inform the Grid sub-station / Power S/s to which the plant is electrically connected and SLDC, Patna. The FSPD should also inform the concerned connected Grid sub-station / Power S/s / SLDC before any synchronization. The in-charge of the Grid Sub Station or Power Sub-station should also inspect the system of synchronization.

4.3.3 The FSPD and Procurer in mutual consultation with each other shall decide on the scheme for protection of the interconnection line(s) and of the facilities at both ends as well as generation protection facilities in case of reverse power flow due to mal operation of the circuit breakers during tripping of the unit (s). All electrical equipment shall be installed as per Bihar Electricity Grid Code 2010 or as amended from time to time by BERC. The installation and operation of meters shall be as per CEA (Installation and Operation of Meters) Regulations, 2010 or BERC Grid Code 2010 as amended from time to time.

4.3.4 Notwithstanding the provisions of this agreement, the Procurer will not be responsible for any damage that may occur to the FSPD's generation system for any reasons what-so-ever.

4.3.5 Penalties, fines and charges imposed by the CTU/ STU under any statute or regulation in relation to delay in commissioning of Project shall be payable by the FSPD to the extent the delay is attributable to the FSPD.

4.4 Purchase and sale of Contracted Capacity

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

4.5 Right to Contracted Capacity & Energy

4.5.1 Procurer, at any time during a Contract Year, shall not be obliged to purchase any additional energy from the FSPD beyond the unit generated corresponding to the final capacity to be installed and declared CUF by FSPD.

Declared CUF: (As per RFP, FSPD shall maintain generation so as to achieve annual CUF within +10% & -15 % of the declared value till the end of 10 years from COD and within +10 % & -20 % of annual CUF thereafter till the end of PPA duration of 25 years)

4.5.2 If for any Contract Year, it is found that the FSPD has not been able to generate minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the FSPD, on account of reasons solely attributable to the FSPD, such shortfall in performance shall make the FSPD liable to pay the compensation to SBPDCL/NBPDCL. The compensation will be equal to one and a half times the PPA tariff for shortfall in energy terms. However, this compensation shall not be applicable in events of Force Majeure identified under the PPA, affecting supply of solar power by FSPD. However, the amount of shortfall in generation shall be adjusted as per methodology proposed by MNRE on account of non-availability of grid for power evacuation which is beyond the control of the FSPD and / or occurrence of abnormally low Global Horizontal Irradiance (GHI) year (i.e. if the actual global solar irradiance in the year under consideration is less than 50% of average values of two (2) years of annual GHI as available from the nearest IMD/SRRA stations).

4.5.3 Notwithstanding Article 4.5.1, In case the energy available is more than the quantum corresponding to maximum CUF specified, the solar power developer will be free to sell it to any other entity provided first right to refusal will vest with the DISCOMs (NBPDCL/SBPDCL), Any excess generation over and above of declared maximum CUF specified will be purchased by DISCOM at PPA tariff, provided DISCOM is able to evacuate such excess generation. However, the FSPD shall inform at least 60 days in advance of such excess generation to SLDC/ DISCOM, to enable DISCOM take necessary actions for sale of this excess generated energy. DISCOM shall be required to intimate its approval/refusal to the FSPD, for buying such excess generation not later than 1 month of receiving the above offer from the FSPD. In the event the offer of the FSPD is not accepted by DISCOM within the said period of 1 month, such right shall cease to exist and the FSPD shall, at its sole discretion, may sell such excess power to any third party. While the FSPD would be free to install DC solar field as per his design of required output, including his requirement of auxiliary consumption limited to maximum 0.50%, he will not be allowed to sell any excess power to any other entity other than NBPDCL/SBPDCL (unless refused by NBPDCL/SBPDCL). However, in case at any point of time, the peak of capacity reached is higher than the rated capacity and causes disturbance in the system at the point where power is injected, the developer will have to forego the excess generation and reduce the output to the rated capacity.

4.5.4 The sale of power under open access within or outside the state from the Solar Power Generating sources will be in accordance with the provisions of BERC (Terms and Conditions for Open Access) Regulation, 2006 for use of the Intra State transmission, distribution system or associated facilities as amended from time to time and CERC (Open Access in Inter State Transmission) (Amendment) Regulation, 2008 or as amended from time to time.

4.5.5. The FSPD will be free to reconfigure and repower their plants from time to time during the PPA duration. However, DISCOM will be obliged to buy power only within the Capacity Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA) as per guidelines.

4.6 Extensions of Time

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

a) any STU/ DISCOM(s)/ Procurer Event of Default; or
b) Force Majeure Events affecting STU/ DISCOM(s)/ Procurer, or
c) Force Majeure Events affecting the FSPD,

the Scheduled Commissioning Date and the Expiry Date shall be deferred for a reasonable period but not less than 'day for day' basis, to permit the FSPD or STU/ DISCOM(s)/ Procurer through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the FSPD or Procurer, or till such time such Event of Default is rectified by STU/ DISCOM(s)/ Procurer.

4.6.2 Subject to Article 4.6.5, in case of extension occurring due to reasons specified in Article 4.6.1(a), any of the dates specified therein can be extended by Procurer, subject to the condition laid down in RFP. In case of extension due to reasons specified in Article 4.6.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of three (3) Months, any of the Parties may choose to terminate the Agreement as per the provisions of Article 13.5.

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

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

4.6.5 Notwithstanding anything to the contrary contained in this Agreement, any extension of the Scheduled Commissioning Date arising due to any reason envisaged in this Agreement shall not be allowed beyond the date determined pursuant to any article in the RFP, PPA & tender documents whichever is relevant.

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

4.7.1 If the FSPD is unable to commence supply of power to Procurer by the Scheduled Commissioning Date other than for the reasons specified in Article 4.6.1, the FSPD shall pay to Procurer, Liquidated Damages for the delay in such commencement of supply of power and making the Contracted Capacity available for dispatch by the Scheduled Commissioning Date as per following:

a. Delay upto six months from the SCD*:* The total PBG amount shall be encashed on per day basis and proportionate to the balance capacity not commissioned. For example, in case of a Project commissioning is delayed by 18 days from the scheduled date, then the penalty shall be: PBG amount X (18/180) X capacity not installed /total capacity to be installed.

b. Delay of more than six months from the SCD: In case the commissioning of the Project is delayed by more than 6 months from the SCD, the contracted capacity shall stand reduced to the project capacity that has commenced supply of power within the period of SCD plus 6 months. The PPA for the balanced contracted capacity that has not commenced supply of power shall stand terminated.

For the purpose of calculations for penalty, month shall be considered consisting of 30 days.

4.8 Acceptance/ Performance Test

4.8.1 Prior to synchronization of the Power Project, the FSPD shall be required to get the Project certified for the requisite acceptance/ performance test as may be laid down by an agency identified by the Procurer to carry out testing and certification for the solar power project.

4.9 Third Party Verification

4.9.1 The FSPD shall be further required to provide entry to the site of the Power Project free of all encumbrances at all times during the Term of the Agreement to DISCOM / STU/ Procurer and a third Party/ committee consisting of officials of MNRE, BERC, CEA, Procurer, NBPDCL, SBPDCL, BSPGCL, BSPTCL, and nominated by State Governmental Instrumentality for inspection and verification of the works being carried out by the FSPD at the site of the Power Project.

4.9.2 The third party may verify the construction works/ operation of the Power Project being carried out by the FSPD and if it is found that the construction works/ operation of the Power Project is not as per the Prudent Utility Practices, it may seek clarifications from FSPD or require the works to be stopped or to comply with the instructions of third party.

4.9.3 The third party may carry out checks for testing the CUF of the Power Project. During a contract year, if the CUF of the Power Project is found to be below BERC guidelines for a consecutive/non consecutive period of three (3) months during a Contract Year on account of reasons solely attributable to FSPD, the FSPD shall be liable for non fulfilment of its obligation.

ARTICLE 5: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION

5.1 Synchronization, Commissioning and Commercial Operation

5.1.1 The FSPD shall give the concerned RLDC / SLDC/ BSPTCL/ DISCOM(s) at least sixty (60) days advanced preliminary written notice and at least thirty (30) days advanced final written notice, of the date on which it intends to synchronise the Power Project to the Grid System.

5.1.2 Subject to Article 5.1.1, the Power Project may be synchronized by the FSPD to the Grid System when it meets all the connection conditions prescribed in Bihar Grid Code then in effect and otherwise meets all other Indian/State legal requirements for synchronization to the Grid System.

5.1.3 The synchronization equipment shall be installed by the FSPD at its generation facility of the Power Project at its own cost. The FSPD shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted by the head of the concerned sub-station/ Grid System of BSPTCL and checking/verification is made by the concerned BSPTCL and DISCOMs Authorities of the Grid System.

5.1.4 The FSPD shall immediately after each synchronization/ tripping of generator, inform the sub-station of the Grid System to which the Power Project is electrically connected in accordance with State Grid Code.

5.1.5 The project connected with PSS shall be commissioned within 12 months of the effective date of the PPA.

5.1.6. Delay in commissioning, beyond the Scheduled Commissioning Period shall involve penalties on the Solar Power Generator, as detailed out in PPA.

ARTICLE 6: DISPATCH

6.1 Dispatch

6.1.1 The FSPD shall be required to schedule its power as per the applicable regulations / requirements / guidelines of CERC / SERC /SLDC / RLDC or any other competent agency and same being recognized by the SLDC or any other competent authority / agency as per applicable regulation/ law / direction and maintain compliance to the applicable Codes/ Grid Code requirements and directions, if any, as specified by concerned SLDC/RLDC from time to time. Any deviation from the Schedule will attract the provisions of applicable regulation / guidelines / directions and any financial implication on account of this shall be on the account of the FSPD.

6.1.2 The Power Project shall be treated as “Must Run” power plants and shall not be subjected to “merit order dispatch” as per provisions of BERC.

6.1.3 **Continuity of Service**

6.1.3.1 Procurer may require the FSPD to temporarily curtail or interrupt delivery of energy when necessary in the following circumstances:

- For repair, replacement and removal of the Procurer's equipment or any part of its system that is associated with the Company's facility. However, as far as practicable such an event shall be scheduled during the annual shut down period of the generation facilities.
- Load crash in Procurer system due to wide-spread rains, cyclones or typhoons.
- Conditions leading to overloading of interconnecting transformers, transmission lines and switchgears due to outage of some equipment at Procurer's interconnecting grid or power substation.
- If Procurer determines that the continued operation of the facility may endanger the safety of the Procurer's personnel or integrity of the Procurer electric system or have an adverse effect of the electric service to the Procurer other customer(s).
- Under Force-Majeure Conditions of Procurer.
- Instructions for the disconnection of the generation facility from the Procurer system shall be notified by the State Load Despatch Centre, Patna for the period / duration indicated by it. However, Procurer shall take all reasonable steps to minimize the number and duration of such interruptions, curtailments or reductions.

6.1.4 FSPD shall be responsible for deviations made by it from the dispatch schedule and for any resultant liabilities on account of charges for deviation as per applicable regulations.

6.1.5 The FSPD shall be responsible for any deviation from scheduling. UI charges on this account shall be directly paid by the FSPD.

6.1.6 Auxiliary power consumption will be treated as per the BERC Regulations.

ARTICLE 7: METERING

7.1 Energy meters (Export –Import type) of 0.2S class or better accuracy and having kWh, kVAh & kVArh facility duly inspected and tested by the Procurer shall be installed at Delivery Point (hereinafter called Main Meters) and at the outgoing feeder of the generating station end (hereinafter called Check Meters) by FSPD which shall be capable of recording and storing fifteen (15) minutes data of the Electrical Parameters for a minimum of 35 days with MRI downloading facility of the data. Dedicated CTs and PTs of 0.2S or 0.5 class or better accuracy shall be made available at the Delivery point (PSS) and at the out-going feeder of the generating station end by FSPD. The Energy meters will be DLMS compliant and with GPRS MODEM and having ABT feature also. The detail specification of Energy Meters will be approved by Procurer prior to placing order for the energy meter by the FSPD. The finalization of the metering scheme will be through mutual discussion between Procurer and the FSPD at the time of procurement in order to adopt latest developed technology and equipment.

7.2 All the meters, CTs and PTs described in Clause 7.1 above shall be jointly inspected and sealed on behalf of both Parties and shall not be interfered with except in the presence of the representatives of both Parties. For testing and calibration of meters, a notice of at least seven (7) days shall be given by the Party requesting the testing to enable the authorized representatives of both the parties to be present. All energy meters, CT, PT will be tested at NABL Accredited lab/laboratory of Procurer at Patna requisite testing charges shall be borne by FSPD

7.3 All meters, CT and PT shall be checked for accuracy prior to commissioning & once in every six (6) months by both parties and shall be treated as working satisfactorily so long as the errors are within the limits prescribed for such meters.

7.4 Meter readings of the main meter will form the basis of billing.

7.5 Where the half yearly check indicates errors in the Main Meters beyond the prescribed limit but no such error is noticed in the Check Meters, billing for the month up to the date & time of such test check will be done on the basis of check meters and the Main Meters will be re-calibrated immediately. Billing for the period after the Main Meters are calibrated shall be as per the calibrated meters.

7.6 If during the half yearly checks, both the main meters and the check meters are found to be beyond permissible limits or error, the meters shall be immediately recalibrated and the correction shall be applied to the consumption registered by the Main Meters to arrive at the correct consumption of energy for billing purposes for the period of the month up to the time of such check, billing for the period thereafter till the next monthly meter reading shall be measured by recalibrated Main Meters. In case of meter reading at the generator end is taken for billing purpose then the energy supplied to Procurer will be taken care of after deducting the Auxiliary consumption and transmission / wheeling loss as determined by BERC from time to time.

7.7 Corrections in billing, wherever necessary, shall be applicable to the period between date & time of the previous test calibration and the date & time of the test calibration in the current month when the error is observed and this correction shall be for the full value of the absolute error. For the purpose of the correction to be applied, the meter shall be tested at 100, 75, 50, 25 & 10 percent load at unity, 0.85 lag & 0.75 lag power factors. Of these fifteen values, the error at the load and power factor nearest the average monthly load served at the point during the period shall be taken as the error to be applied for correction.

7.8 The billing will be normally done on the basis of readings recorded by the meters installed at the Delivery point (Main Meters) at grid substation of BSPTCL/DISCOMs or State Energy Account prepared by SLDC/RLDC. In case the metering equipment of Delivery point becomes defective, the billing shall be done on the basis of meter readings of the meters installed at generating station switchyard. Under such condition the net power supplied to Procurer system will be calculated as follows:

Net Energy supplied to Procurer (in Kwh) = [Energy recorded at the check meter installed at the outgoing feeder of the generating station switchyard - Transmission loss]. Transmission loss will be as determined by BERC/CERC from time to time. The defective meters shall however be replaced within three (3) months of the detection by either partly.

7.9 If both the Energy Meters located at the outgoing feeder of the generation switch yard and STU Grid/DISCOM Substation fail to record the Electricity supplied then the Electricity supplied will be computed from the log sheets maintained at Procurer's Grid substation / Power Substations for that period of defect. The M.R.I of the meter will be considered an authentic document for verification of the meter reading and will be final & binding on both parties.

7.10 For the purpose of test & calibration, the sub standard meter shall be got calibrated and sealed from reputed testing Laboratory. This meter shall be calibrated once in every 2 years or as per

relevant government guide. All expenses towards such required tests/calibrations shall be borne by FSPD.

7.11 **Reporting of Metered Data and Parameters**

7.11.1 The grid connected solar PV power plants will install necessary equipment for regular monitoring of solar irradiance (including GHI DHI and solar radiation in the module plane), ambient air temperature, wind speed and other weather parameters and simultaneously for monitoring of the electric power (both DC and AC) generated from the Project.

7.11.2 Online arrangement would have to be made by the FSPD at its own cost for submission of above data regularly for the entire period of this Power Purchase Agreement to BSPGCL/Procurer and the concerned Ministry.

ARTICLE 8: INSURANCES

8.1 Insurance

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

8.2 Application of Insurance Proceeds

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

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

8.3 Effect on liability of Procurer

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

ARTICLE 9: APPLICABLE TARIFF

9.1.1 The FSPD shall be entitled to receive a Tariff of Rs XX/kWh fixed for the entire term of this Agreement, with effect from the Scheduled Date of Commissioning for the energy supplied at the Delivery Point pertaining to the Contracted Capacity. However, in case the entire Project capacity is commissioned prior to SCOD, Procurer shall purchase energy supplied till SCOD at PPA tariff. Any excess generation over and above energy specified in the PPA, will be purchased as per Article 4.5.3 of this PPA.

SECTION 3:

ARTICLE 10: BILLING AND PAYMENT

10.1 General

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

10.1.2 The designated representatives of the Parties shall record joint readings of the meters of the respective feeders at Delivery point at 00 Hours on the first day of every calendar month. Meter reading data/ RMR/ AMR shall be shared with each party.

10.1.3 Monthly energy account depicting energy delivered & wheeled to Procurer, shall be prepared and maintained by SLDC, Patna on behalf of Procurer.

10.2 Delivery and Content of Monthly Bills

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

Provided that:

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

b. if, the date of commencement of supply of power falls after the fifteenth (15th) day of a Month, the first Monthly Bill shall be issued for the period commencing from the Delivery Date until the last day of the immediately following Month.

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

10.2.2 The Monthly Bill prepared shall include the following;

i) Provisional Bill for Solar PV power supplied in the immediately preceding Month; based on the joint meter reading (JMR) data / RMR / AMR or as per Energy Account prepared by SLDC.

ii) Adjustments against the Provisional Bill(s) based on Energy Accounts for the Solar PV power supplied in the Month(s) proceeding to the previous month(s);

iii) Late Payment Surcharge, if any; and

iv) Taxes, Duties, Levies etc. as applicable.

10.3 Payment of Monthly Bills

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

10.3.2 All payments required to be made under this Agreement shall also include any deduction or set off for:

i) Deductions required by the Law; and

ii) Amount claimed by Procurer, if any, from the FSPD, will be adjusted from the monthly energy payment. In case of any excess payment adjustment, 1.5% surcharge will be applicable on day to day basis.

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

10.3.3 Late Payment Surcharge

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

10.3.4 Rebate

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

a) A Rebate of 2% shall be payable to the Procurer for the payments made in full within seven (7) Working Day of receipt of hard copy of Bill along with required supporting documents at Procurer's office.

b) For payment of Bill subsequently after 7 days but prior the Due Date, a rebate of 1% shall be allowed for the payments made in full.

c) No Rebate shall be payable on the Bills raised on account of taxes, duties and cess etc.

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10.3.5 Sharing of CDM Benefits

The proceeds of carbon credit from approved CDM project shall be shared between generating company and concerned beneficiary (ies) in the manner as specified by BERC.

10.4 Payment Security Mechanism

Letter of Credit (LC):

10.4.1 The Procurer shall provide to the Seller, in respect of payment of its Monthly Bills, an unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), opened and maintained by the Procurer, which may be drawn upon by the Seller in accordance with this Article. The Procurer shall provide to the Seller draft of the Letter of Credit proposed to be provided to the Seller two (2) months before the Scheduled Commissioning Date.

10.4.2 Not later than one (1) Month before the start of supply, the Procurer shall through a scheduled bank at Patna open a Letter of Credit in favour of the Seller, to be made operative at least 15 days prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) Months and shall be reviewed every year, in the month of January and revised w.e.f. April for an amount equal to:

i) for the first Contract Year, equal to the estimated average monthly billing;

ii) for each subsequent Contract Year, equal to the one point zero five (1.05) times the average of the monthly Tariff Payments of the previous Contract Year.

10.4.3 Provided that the Seller shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill, and shall not make more than one drawl in a Month.

10.4.4 Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 10.4.2 due to any reason whatsoever, the Procurer shall restore such shortfall within seven (7) days.

10.4.5 The Procurer shall cause the scheduled bank issuing the Letter of Credit to intimate the Seller, in writing regarding establishing of such irrevocable Letter of Credit.

10.4.6 The Procurer shall ensure that the Letter of Credit shall be renewed not later than thirty (30) days prior to its expiry.

10.4.7 All costs relating to opening, maintenance of the Letter of Credit shall be borne by the Procurer.

10.4.8 If, the Procurer fails to pay a Monthly Bill or part thereof within and including the Due Date, then, subject to Article 10.4.6, the Seller may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from the Procurer, an amount equal to such Monthly Bill or part thereof, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:

i) a copy of the Monthly Bill which has remained unpaid by the Procurer;

ii) a certificate from the Seller to the effect that the bill at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date;

10.4.9 Collateral Arrangement

As a further support for the Procurer' obligations, on or prior to the Effective Date, the Procurer and the Seller shall execute Default Escrow Agreement (referred as "Default Escrow Agreement") for the establishment and operation of the Default Escrow Account in favour of the Seller, through which the revenues of the Procurer shall be routed and used as per the terms of the Default Escrow Agreement. The Procurer and the Seller shall contemporaneously with the execution of the Default Escrow Agreement enter into the Agreement to Hypothecate Cum Deed of Hypothecation, whereby the Procurer shall agree to hypothecate, Incremental Receivables to the extent as required for the Letter of Credit as per Article 10.4.2. The Default Escrow Agreement and the Agreement to Hypothecate Cum Deed of Hypothecation are collectively referred to as the "Collateral Arrangement".

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

10.4.10 The Default Escrow would come into operation if,

i) The Letter of Credit is not recouped by the Procurer to its required value by the 7th day of its operation;

ii) The Seller is unable to draw on the Letter of Credit on the Due Date, if the Procurer fails to pay by the Due Date.

iii) Non-restoration of Escrow Arrangement by the 7th day of the Due Date.

10.4.11. Collateral Arrangement as mentioned in 10.4.9 shall be treated as Payment Security Fund, which shall be suitable to support payment for at least 3 (three) months‟ billing of all the Project tied up with such fund.

10.5 Disputed Bill

10.5.1 If the Procurer does not dispute a Monthly Bill raised & acknowledged within fifteen (15) days of receiving such Bill shall be taken as conclusive.

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

i) the details of the disputed amount;

ii) its estimate of what the correct amount should be; and

iii) all written material in support of its claim.

10.5.3 If the Seller agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, the Seller shall make appropriate adjustment in the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which

shall be applied from the date on which such excess payment was made by the Procurer and up to and including the date on which such payment has been received as refund.

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

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

10.5.5 Upon receipt of the Bill Disagreement Notice by the Procurer under Article 10.5.4, authorized representative(s) of the Procurer and the Seller shall meet and make best endeavours to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

10.5.6 If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to Article 10.5.4, the matter shall be referred to Dispute resolution in accordance with Article 16.

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

10.6 Quarterly and Annual Reconciliation

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

10.6.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year as the case may be has been finally verified and adjusted, the Procurer and the Seller shall jointly sign such reconciliation statement. After signing of a reconciliation statement within 15 days, the Seller shall make appropriate adjustments in the following Monthly Bill, with Surcharge/Interest, as applicable. Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article16.

10.8 Payment of Supplementary Bill

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

i) Adjustments required by the Regional Energy Account (if applicable);
ii) Tariff Payment for change in parameters, pursuant to provisions in Schedule 4; or

iii) Change in Law as provided in Article 12,

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

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

10.8.3 In the event of delay in payment of a Supplementary Bill by either Party beyond its Due Date, a Late Payment Surcharge shall be payable at the same terms applicable to the Monthly Bill in Article 10.3.3. Also for the purpose of rebate in invoiced amount as per terms of contract, supplementary bills shall be applicable.

10.9. Generation Compensation in off take Constraints due to Grid Unavailability: During the operation of the plant, there can be some periods where the plant can generate power but due to temporary transmission unavailability the power is not evacuated, for some reasons not attributable to the Generator. In such cases, the generation compensation shall be addressed by the procurer in following manner:

Duration of Grid unavailabilty	Provision for Generation Compensation
Grid unavailability beyond 175 hours in a year, as defined in the PPA	Generation Compensation = ((Tariff x solar power (MW) offered but not scheduled by procurer))X 1000 X no. of hours of grid unavailability. However in case of third –party sale or sale in the exchange , as price taker , the 95% of the amount realized , after deducting expenses, shall be adjusted against the Generation compensation payable , on monthly basis.

10.9.1. Payment in case of reduced off take: the generator and procurer shall follow the forecasting and schedule process as per the regulation in this regard by the appropriate commission . In case the plant is available to supply power but the off take of power is not done by the Procurer , including non-dispatch of power due to non- compliance with "electricity(late payment surcharge and related matters) rules, 2022 notified by the ministry of power vide Gazette notification dated 3rd June 2022 '' and any clarifications or amendment thereto, considering the principle of must run status for RE power, the procurer shall pay to the Generator , corresponding to the reduced off take, in terms of following manner:

Reduced off take	Provision for Generation compensation
Reduced off take beyond 175 hours in a year, as defined in the PPA	Generation Compensation = (tariff X solar pv power (MW) offered but not scheduled by procuerer) X 1000X no of hours of reduced off take. However, in case of third party sale or sale in the power exchange , as price taker, the 95% of the amount realized , after deducting expenses, shall be adjusted against the Generation compensation payable , on monthly basis.

For claiming compensation, the generator must sell their power in the power exchange as a price taker. thus, the compensation would be limited to the difference of the actual generation up to declared capacity subject to a maximum up to the contacted capacity and the quantum of power schedule by the procurer.

ARTICLE 11: FORCE MAJEURE

11.1 Definitions

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

11.2 Affected Party

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

11.3 Force Majeure

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

a) Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site) , earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or

b) Explosion, accident or breakage of transmission facilities to deliver power from the Delivery Points to the receiving substation(s); or

c) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action making the performance of obligations as specified herein as impossible; or

d) radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Power Project by the Affected Party or those employed or engaged by the Affected Party.

e) An event of force majeure affecting the concerned STU/ DISCOM(s), as the case may be, thereby affecting the evacuation of power from the Delivery Points by the Procurer;

11.4 Force Majeure Exclusions

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

a) Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project;

b) Delay in the performance of any contractor, sub-contractor or their agents;

c) Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;

d) Strikes at the facilities of the Affected Party;

e) Insufficiency of finances or funds or the agreement becoming onerous to perform; and

f) Non-performance caused by, or connected with, the Affected Party's:

i. Negligent or intentional acts, errors or omissions;

ii. Failure to comply with an Indian Law; or

iii. Breach of, or default under this Agreement.

11.5 Notification of Force Majeure Event

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

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

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

11.6 Duty to Perform and Duty to Mitigate

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

11.7 Available Relief for a Force Majeure Event

11.7.1 Subject to this Article 11

a) No Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;

b) Every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations as specified under this Agreement;

c) For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.

d) Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event;

ARTICLE 12: CHANGE IN LAW

12.1 Definitions

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

12.1.1 "Change in Law" means the occurrence of any of the following events after the date of submission of bid by the FSPD resulting into any additional recurring/ non-recurring expenditure by the FSPD or any income to the FSPD:

- the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law;

- a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;

- the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;

- a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits; except due to any default of the FSPD;

- any change in tax and duties or introduction of any tax and duties directly or indirectly affecting the setting up of the project by the FSPD as per the terms of this Agreement.

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

12.2 Relief for Change in Law

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

12.2.2 The decision of the Appropriate (State) Commission to acknowledge a Change in Law and the date from which it will become effective, provide relief for the same shall be final and governing on both the Parties.

ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION

13.1 FSPD Event of Default

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

i) The failure to commence supply of power to Procurer up to the Contracted Capacity, relevant to the Scheduled Commissioning Date, by the end of the period specified in Article 4, or failure to continue supply of Contracted Capacity to Buyer after Commercial Operation Date throughout the term of this Agreement, or

ii) if

a) the FSPD assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Power Project in contravention of the provisions of this Agreement; or

b) the FSPD transfers or novates any of its rights and/ or obligations under this agreement, in a manner contrary to the provisions of this Agreement; except where such transfer

- is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement, or

- is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;

iii) if (a) the FSPD becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the FSPD, or (c) the FSPD goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,

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

iv) the FSPD repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from Procurer in this regard; or

v) (except where due to any Procurer' s failure to comply with its material obligations, the FSPD is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the FSPD within thirty (30) days of receipt of first notice in this regard given by Procurer .

vi) Failure to replace the Performance Bank Guarantee, as per the terms of this Agreement; or

vii) change in controlling shareholding before the specified time frame as mentioned in Article 4.1.1 of this Agreement; or

viii) Occurrence of any other event which is specified in this Agreement to be a material breach/ default of the FSPD.

ix) In the event the Solar Power Generator is unable to commission the plant within the stipulated time period, or fails to supply power in terms of the PPA, or assigns or novates any of its rights or obligations contrary to the terms of the PPA, or repudiates the PPA, or effectuates a change in control or shareholding of its promoters in breach of the provisions of the PPA, or commits any other acts or omissions as laid down in the PPA and is also unable to cure any of the aforesaid within the cure period, as may be provided in the PPA, the Solar Power Generator shall be construed to be in default.

x) Upon being in default, the Solar Power Generator shall be liable to pay to the Procurer, damages, as detailed in the PPA, The Procurer shall have the right to recover the said damages by way of forfeiture of bank guarantee, if any, without prejudice to resorting to any other legal course or remedy.

xi) In addition to the levy of damages as aforesaid, in the event of a default by the Solar Power Generator, the lenders shall be entitled to exercise their rights of substitution, in accordance with the substitution agreement provided in the PPA and in concurrence with the Procurers. However, in the event the lenders are unable to substitute the defaulting Solar Power Generator within the stipulated period, the Procurer may terminate the PPA and acquire the Project assets for an amount equivalent to 90% of the debt due, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.

13.2 Procurer Event of Default

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

(i) Procurer fails to pay (with respect to a Monthly Bill or a Supplementary Bill) subject to Article 10.5, for a period of ninety (90) days after the Due Date and the FSPD is unable to recover the amount outstanding to the FSPD through the Letter of Credit/Default Escrow Account; or

(ii) Procurer repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the FSPD in this regard; or

(iii) except where due to any FSPD's failure to comply with its obligations, Procurer is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by Procurer within thirty (30) days of receipt of notice in this regard from the FSPD to Procurer;

(iv) if

- Procurer becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or

- any winding up or bankruptcy or insolvency order is passed against Procurer , or
- Procurer goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, Provided that it shall not constitute a Procurer Event of Default, where such dissolution or liquidation of Procurer or Procurer is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and has creditworthiness similar to Procurer and expressly assumes all obligations of Procurer and is in a position to perform them; or;

(v) Occurrence of any other event which is specified in this Agreement to be a material breach or default of Procurer.

(vi) If the Procurer is in default on account of reasons including inter alia failure to pay the monthly and/or supplementary bills within the stipulated time period or repudiation of the PPA, the defaulting Procurer shall, subject to the prior consent of the Solar Power Generator, novate its part of the PPA to any third party, including its Affiliates within the stipulated period.

(vii) In the event the aforesaid novation is not acceptable to the Solar Power Generator, or if no offer of novation is made by the defaulting Procurer within the stipulated period, then the Solar Power Generator may terminate the PPA and at its discretion require the defaulting Procurer to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due and the150% (one hundred and fifty per cent) of the adjusted equity as detailed in the PPA or, (ii) pay to the Solar Power Generator, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the Solar Power Generator. In the event of termination of PPA, any damages or charges payable to the STU/ CTU, for the connectivity of the plant, shall be borne by the Procurer.

13.3 Procedure for cases of FSPD Event of Default

13.3.1 Upon the occurrence and continuation of any FSPD Event of Default under Article 13.1, Procurer shall have the right to deliver to the FSPD a notice stating its intention to terminate this Agreement (Procurer Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

13.3.2 Following the issue of Procurer Preliminary Default Notice, the Consultation Period of sixty (60) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall have to be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

13.3.3 During the Consultation Period, the Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations under this Agreement.

13.3.4 Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the FSPD Event of Default giving rise to the

Consultation Period shall have ceased to exist or shall have been remedied, Procurer may terminate this Agreement by giving a written Termination Notice of thirty (30) days to the FSPD.

13.3.5 Subject to the terms of this Agreement, upon occurrence of a FSPD Event of Default under this Agreement, the lenders in consultation with Procurer may exercise their rights, if any, under Financing Agreements, to seek substitution of the FSPD by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the FSPD and performing the obligations of the FSPD provided that any substitution under this Agreement can only be made with the condition that the selectee meets the eligibility requirements of Request for Proposal (RFP) issued by Bihar State Power Generation Company Limited (BSPGCL), BSPGCL and accepts the terms of Power Purchase Agreement signed between FSPD and Procurer. However, in the event the lenders are unable to substitute the defaulting FSPD within the stipulated period, the Procurer may terminate the PPA and may acquire the Project assets for an amount equivalent to 90% of the debt due or less as mutually agreed, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.

13.3.6 The lenders in consultation with Procurer may seek to exercise right of substitution under Article 13.3.5 by an amendment or novation of the PPA in favour of the selectee. The FSPD shall cooperate with the Procurer to carry out such substitution and shall have the duty and obligation to continue to operate the Power Project in accordance with this PPA till such time as the substitution is finalized.

13.3.7 In case the lending institution exercises the right to step in or take over the Project Procurer will also have right to step in along with the lending institution**.**

13.4 Procedure for cases of Procurer Event of Default

13.4.1 Upon the occurrence and continuation of any Procurer Event of Default specified in Article 13.2 the FSPD shall have the right to deliver to Procurer, a FSPD Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.

13.4.2 Following the issue of a FSPD Preliminary Default Notice, the Consultation Period of sixty (60) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

13.4.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

13.4.4 After a period of two hundred ten (210) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or Procurer Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, the FSPD shall be free to sell the Contracted Capacity to any third party of the FSPD's choice.

13.5 Termination due to Force Majeure

13.5.1 If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 4.5.3, either Party shall have the right to cause termination of the Agreement. In such an event, this Agreement shall terminate on the date of such Termination Notice.

ARTICLE 14: LIABILITY AND INDEMNIFICATION

14.1 Indemnity

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

a) any and all third party claims against Procurer for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the FSPD of any of its obligations under this Agreement; and

b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by Procurer from third party claims arising by reason of:

- breach by the FSPD of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the FSPD, for which specific remedies have been provided for under this Agreement), or

- any of the representations or warranties of the FSPD, if any made under this Agreement, being found to be inaccurate or untrue.

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

a) any and all third party claims against the FSPD, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by Procurer of any of its obligations under this Agreement; and

b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the FSPD from third party claims arising by reason of

- a breach by Procurer of any of its obligations under this Agreement (Provided that this Article 14 shall not apply to such breaches by Procurer, for specific remedies have been provided for under this Agreement), or

- any of the representations or warranties of Procurer, if any made under this Agreement, being found to be inaccurate or untrue.

14.2 Procedure for claiming Indemnity

14.2.1 Third party claims

a) Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 14.1.1(a) or 14.1.2(a), the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 14.1.1(a) or 14.1.2(a) in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice. Provided however that, if:

i) the Parties choose to refer the dispute before the Arbitrator in accordance with Article 16.3.2; and

ii) the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute,

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

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

c) An Indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the Indemnified Party if it acknowledges its obligation to indemnify such Indemnified Party, gives such Indemnified Party prompt notice of its intention to assume control of the defence, and employs an independent legal counsel at its own cost that is reasonably satisfactory to the Indemnified Party.

14.3 Indemnifiable Losses

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

14.4 Limitation on Liability

14.4.1 Except as expressly provided in this Agreement, neither the FSPD nor Procurer nor its/ their respective officers, directors, agents, employees or Affiliates (or their officers, directors, agents or employees), shall be liable or responsible to the other Party or its Affiliates, officers, directors, agents, employees, successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of power generation or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of Procurer , the FSPD or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.4.2 Procurer shall have no recourse against any officer, director or shareholder of the FSPD or any Affiliate of the FSPD or any of its officers, directors or shareholders for such claims excluded

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

14.5 Duty to Mitigate

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

SECTION 5:

ARTICLE 15: ASSIGNMENTS AND CHARGES

15.1 Assignments

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

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

15.2 Permitted Charges

15.2.1 Neither Party shall create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement, other than as set forth in Article 15.1 and the Guidelines.

ARTICLE 16: GOVERNING LAW AND DISPUTE RESOLUTION

16.1 Governing Law

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

16.2 Amicable Settlement and Dispute Resolution

16.2.1 Amicable Settlement

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

   (i) a description of the Dispute;

   (ii) the grounds for such Dispute; and

   (iii) all written material in support of its claim.

ii. The other Party shall, within thirty (30) days of issue of Dispute Notice issued under Article 16.2.1, furnish:

   (i) Counter-claim and defences, if any, regarding the Dispute; and

   (ii) All written material in support of its defences and counter-claim.

iii. Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 16:
   a. If the other Party does not furnish any counter claim or defence under Article 16,
   b. Or thirty (30) days from the date of furnishing counter claims or defence by the other Party,
   both the Parties to the Dispute shall meet to settle such Dispute amicably. both the Parties shall endeavour and make all efforts to amicable settle the Dispute.

iv. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 16.2.1(iii)., the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

16.3 Dispute Resolution

16.3.1 Dispute Resolution by the Appropriate Commission

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

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

16.3.2 Dispute Resolution through Arbitration

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

i. The Arbitration Tribunal shall consist of three (3) arbitrators. Each party shall appoint one Arbitrator within 30 days of the receipt of request for settlement of dispute by Arbitration. The two appointed Arbitrators shall within 30 days of their appointment, appoint a third Arbitrator who shall act as presiding Arbitrator. In case the party fails to appoint an Arbitrator within 30 days from the date of receipt of request or the two appointed Arbitrator fails to agree on third Arbitrator within 30 days of their appointment, the appointment of Arbitrator, as the case may be, shall be made in accordance with the Indian Arbitration and Conciliation Act, 1996.

ii. The place of arbitration shall be Patna. The language of the arbitration shall be English.

iii. The Arbitration Tribunal's award shall be substantiated in writing. The Arbitration Tribunal shall also decide on the costs of the arbitration proceedings and the allocation thereof.

iv. The provisions of this Article shall survive the termination of this PPA for any reason whatsoever.

v. The award shall be of majority decision. If there is no majority, the award will be given by the presiding Arbitrator.

16.4 Parties to Perform Obligations

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

ARTICLE 17: MISCELLANEOUS PROVISIONS

17.1 Amendment

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

17.2 Third Party Beneficiaries

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

17.3 Waiver

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

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

17.4 Confidentiality

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

a) to their professional advisors;

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

c) disclosures required under Law.

without the prior written consent of the other Parties.

17.5 Severability

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

17.6 Notices

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

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

(i) Address :

Attention :

Email :

Fax. No. :

Telephone No. :

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

(i) Address :

Attention :

Email :

Fax. No. :

Telephone No. :

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

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

17.7 Language

17.7.1 All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.

17.7.2 If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications or documents shall prevail in matters of interpretation.

17.8 Restriction of Shareholders / Owners' Liability

17.8.1 Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement.

17.9 Taxes and Duties

17.9.1 The FSPD shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the FSPD, contractors or their employees that are required to be paid by the FSPD as per the Law in relation to the execution of the Agreement and supplying power as per the terms of this Agreement.

17.9.2 The Procurer shall be indemnified and held harmless by the FSPD against any claims that may be made against the Procurer in relation to the matters set out in Article 17.9.1.

17.9.3 The Procurer shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the FSPD by the Procurer on behalf of Seller or its personnel.

17.10 No Consequential or Indirect Losses

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

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

17.11 Order of priority in application

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

i. applicable Law, rules and regulations framed thereunder;

ii. the state Grid Code; and

iii. the terms and conditions of this Agreement;

17.12 Independent Entity

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

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

17.13 Compliance with Law

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

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

For and on behalf of [the Procurer]	**For and on behalf of [the Seller]**
Signature with seal	**Signature with seal**
WITNESS	**WITNESS**

Format 6.15

"Draft of Default Escrow Agreement to be executed between Procurer and the Selected Bidder" shall be provided post LOI issuance to selected bidder.

Format 6.16

"Draft of Agreement to Hypothecate cum Deed of Hypothecation to be executed between Procurer and the Selected Bidder" shall be provided post LOI issuance to selected bidder.

Format 6.17

DRAFT COMMISSIONING PROCEDURE

Capacity of Floating Solar PV Project: The Project configuration shall be allowed as per the following.

Floating Solar PV Project Capacity Awarded	Min DC Arrays Capacity to be installed	Min Rated Inverter Capacity*	Max AC Capacity Limit at Delivery point
10MW(AC)	(not less than final accepted installed capacity)		

* In case the rated inverter capacity is mentioned in kVA, the IEC test certificate declaring the power factor of the Inverter/PCU at rated power has to be submitted and the power factor shall be multiplied by the kVA rating to calculate the rated capacity of the inverter in kW.

i) The FSPD shall be required to demonstrate compliances with regard to the technical requirements for Grid Connected Solar PV Power Plants as issued from time to time by MNRE/CEA/BSPGCL/Govt. of Bihar/BSPHCL/SBPDCL/NBPDCL.

ii) For commissioning of the Project, cumulative capacity of DC arrays and cumulative capacity of the inverters installed shall be considered.

Commissioning Procedure

The Floating Solar PV Project will be declared as commissioned when all equipment as per rated project capacity has been installed and energy from the Project has flown into the grid, which will be verified by a committee/agency identified by BSPGCL/BSPHCL/NBPDCL/SBPDCL to witness the Commissioning of the Project.

Following is the chronology of the procedure to be followed for commissioning of the Project.

i) SPDs shall give to the concerned SLDC/BSPTCL/BSPHCL/NBPDCL/SBPDCL and BSPGCL at least sixty (60) days advanced preliminary written notice and at least thirty (30) days advanced final written notice, of the date on which it intends to synchronise the Power Project to the Grid System. The FSPD shall be solely responsible for any delay or non-receipt of the notice by the concerned agencies, which may in turn affect the Commissioning Schedule of the Project.

ii) Not more than 7 days prior to the proposed commissioning date, the FSPD shall give

the final written notice to RLDC/SLDC/BSPTCL/BSPHCL/NBPDCL/SBPDCL and BSPGCL requesting the commissioning committee/agency to visit the site to witness commissioning of the project. Following documents are required to be submitted by the FSPD, physically in the office of BSPGCL/BSPHCL/NBPDCL/SBPDCL along with the above notice, duly stamped and signed by the Authorized Signatory:

1. Covering Letter
2. Board resolution for authorized signatory for signing the documents related to commissioning of the Project and witnessing the commissioning.
3. Installation report duly signed by the authorized signatory as per Appendix-1. The FSPD is advised to take due care in furnishing such Installation Report. Discrepancy (if any) and observed, may be construed as misrepresentation of information by the FSPD.
4. Details of the solar modules, Inverters/PCUs and DC cables along with the summary sheet containing the list of all the invoices, including details and number of items
5. All supporting documents along with datasheet/ warranty certificates/ contract agreement etc. towards meeting the compliances with regard to the technical requirements for Grid Connected Solar PV Power Plants as issued from time to time by MNRE/CEA/BSPGCL/Govt. of Bihar/BSPHCL/SBPDCL/NBPDCL
6. Plant Layout, Plant SLD(AC & DC), along with Inverter-wise module details.
7. CEI/CEIG (as applicable) report containing approval for all the components, including modules, inverters, transformers and protection system, along with all annexures /attachments. It would be the responsibility of the FSPD to obtain the certificate.
8. Connectivity Agreement.*(if required)*
9. Photographs / Snap shots of the plant, including but not limited to, solar PV modules, all inverters, switchyards/switchgears, transformers, metering system at delivery point and generating station end etc.

iii) After the submission of the above documents by FSPD, BSPGCL shall verify the documents and intimate / reply with remarks. In case any additional supporting/revised documents are asked by BSPGCL, the same have to be submitted by the FSPD.

iv) Based on the submission of the above documents by the FSPD, BSPGCL shall intimate to the FSPD about its plan to visit the project site to witness the commissioning and shall notify the Commissioning Committee/Agency which shall visit the Project site to witness the commissioning of the Project.

The Commissioning Committee/Agency shall visit the Project site to verify the technical compliance on site as per the information submitted by the FSPD and to witness the commissioning. In case the committee finds discrepancy/deviation from the information submitted by the FSPD during on site verification, the same shall be

recorded by the Committee/Agency. BSPGCL shall decide the next date of visit of the Committee/Agency upon rectification of the discrepancies by the FSPD.

v) On the date of site-visit, the FSPD shall be required to demonstrate that equipment of rated capacity has been installed, all the inverters of rated capacity are operating and energy as per rated power contracted from the project has flown into the grid.

vi) Joint Meter Reading (JMR) of Main Meters(s) and Check Meter(s) shall be taken at Delivery Point and at the outgoing feeder of the generating station end respectively on the date of site visit by the commissioning committee.

vii) In case the Project meets the requirements as provided above is verified by the Commissioning Committee witnessing the commissioning, the Project shall be declared as having been commissioned.

viii) Subsequent to the visit of the Commissioning Committee to the Project site, the FSPD shall submit the following documents in hard copy, in order to fulfil the requirements for issuance of Commissioning Certificate:

a. Report of the Commissioning Committee which has witnessed the commissioning of the Project.
b. Relevant documents from SLDC/BSPTCL acknowledging successful data communication between plant end and SLDC.
c. Project Synchronization certificate issued form SLDC/BSPTCL/NBPDCL/SBPDCL as per Appendix-2

Based on the documents as per (viii) above and in line with the report of the Commissioning Committee, Commissioning Certificate of the Project shall be issued.

Appendix-1

Installation Report

(To be provided by FSPD and to be submitted at most 7 days prior to proposed commissioning date, which shall be verified by Commissioning Committee)

Sr. No.	Capacity of the Project (MW)	
	Capacity proposed to be commissioned (MW)	
I.	Technology used (Mono/Multi Crystalline / thin film / Others; please specify along with capacity of each type)	
II.	Type of Tilt	
III.	Rating of PV modules (Wp)	
IV.	Number of modules installed of each type (along with Serial Nos. of all the modules installed)	
V.	Make of Module(s) installed of each type (including name of the Supplier and country of origin)	
VI.	Number of PCUs / Inverters installed (along with Serial Nos. of all the PCUs/Inverters installed)	
VII.	Make of the PCUs / Inverters (including name of supplier and country of origin)	
VIII.	Rating of PCUs / Inverters	
IX.	Date of installation of full capacity (as per capacity proposed to be commissioned)	
	PV arrays	
	PCUs / Inverters	
	Transformers	

Appendix-2

Sample Synchronization Certificate

It is certified that ----- MW (Capacity Floating Solar Photovoltaic Power Project of M/s. -----,Village ------- Tehsil/Taluka --------, District ---------- was Grid connected on ……. (Date) at---------- Hrs.

It is further certified that the Project was synchronized and supply of power into the grid from the Project connected on …… (Date) at -------- Hrs.

The above certificate is issued on the basis of MRI/RMR record.

NB:

(i) The above certificate shall be issued by concerned SLDC/BSPTCL/NBPDCL/SBPDCL/BSPGCL.

(ii) Copy of duly signed MRI/RMR is to be enclosed.

Appendix-3

Sample Commissioning Certificate of Floating Solar PV Power Project

This is to certify that <M/s> having its registered office at --------- has successfully commissioned < MW > Floating Solar PV Power Generation Project at Village ------, Tehsil/Taluka ------- & Dist. ------on (Date)

The Commissioning Certificate has been issued on the basis of the following documents enclosed:

(i) Report of the Commissioning Committee
(ii) Synchronization Certificate
(iii) Electrical Inspector Report