

Important Dates	
Pre-bid Meeting	11.01.2012
Last date of submission of bids	07.02.2012

REQUEST FOR SELECTION  
DOCUMENT  
FOR  
25 MW GRID CONNECTED  
SOLAR PHOTO VOLTAIC POWER  
PROJECT TO FULFIL  
RENEWABLE PURCHASE OBLIGATION (RPO)  
OF THE STATE

ISSUED BY

ODISHA RENEWABLE ENERGY DEVELOPMENT AGENCY

S-59, MIE, BHUBANESWAR-751010

Tel No. 0674-2580554, Fax- 0674 -2586368

Email- [ceoreda@oredaorissa.com](mailto:ceoreda@oredaorissa.com)

Website: [www.oredaorissa.com](http://www.oredaorissa.com)

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## Table of Contents

List of Abbreviations.....	6
Section 1 .....	7
1.0 Introduction and Background .....	8
1.4 Total capacity of the project.....	8
1.5 Project site:.....	8
1.6. Scope of the work: .....	9
Section 2 .....	10
2. Definitions.....	11
Section 3 .....	14
3. Information and Instruction to Bidders .....	15
3.1. Total capacity offered: .....	15
3.2 Obtaining RfS Document and Processing Fees .....	15
3.3 Proposal for Short-listing of Projects .....	15
3.4 Number of response to RfS by a Company .....	15
3.5 Qualification Requirements:.....	15
3.6 Short-listing of bidders.....	20
3.7 Selection of bidders: .....	20
3.8 Power Purchase Agreement.....	21
3.9 Purchase of Power .....	22
3.10 Submission of Response to RfS by the Bidder .....	23
3.11 The Bidder should note that:.....	24
3.12 Due Date.....	26
3.13 Method of Submission .....	26

3.14	Validity of the Response to RfS.....	27
3.15	Preparation Cost .....	27
3.16	Enquiries/Clarifications .....	27
3.17	Right of OREDA to reject .....	28
3.18	Bank Guarantees and Earnest Money.....	28
3.19	Monitoring and Supervision Fee:.....	29
3.20	Minimum equity to be held by the promoter: .....	29
3.21	Financial closure or project financing arrangements:.....	29
3.22	Commissioning:.....	30
3.23	Time Schedules .....	31
	Section 4 .....	32
4.0	Evaluation Criteria .....	33
4.1	The evaluation process comprises of the following two steps:.....	33
4.2	Step I- Responsiveness check .....	33
4.3	Step II- Bid evaluation .....	33
	Section 5 .....	34
5.0	Other Provisions .....	35
5.1	Role of the State Level Agencies.....	35
5.2	Role of Carbon Financing.....	35
	Section 6 .....	36
	Format 6.1 -Format of Covering Letter.....	37
	Format 6.2 –Format for Power of Attorney to be provided by each of the other members of the Consortium in favor of the Lead Member .....	40
	Format 6.3 – Format for Performance Bank Guarantee.....	42
	Format 6.4 - Format for Board Resolutions .....	46
	Format 6.5 – Consortium Agreement.....	48

Format 6.6- FORMAT FOR FINANCIAL REQUIREMENT – NET WORTH ..... 53

Format 6.7 - FORMAT FOR TECHNICAL CRITERIA..... 57

Format 6.8 Format for Confirmation of Connectivity ..... 59

Format 6.9 - Format for Disclosure ..... 60

Format 6.10 Declaration by the Solar power Developer for the proposed technology..... 61

Format 6.11 Summery Data Sheet ..... 62

Format 6.12 Tariff Bid..... 64

Annexure 1..... 65

Annexure 2..... 67

Annexure 3..... 69

POWER PURCHASE AGREEMENT ..... 70

This RfS document along with Annexures as per Index is issued to

M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Kindly Note:

1. This document is not transferable
2. Though adequate care has been taken for preparation of this document, the bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any bidder within ten days from the date of issue of the RfS document, it shall be considered that RfS document is complete in all respects and has been received by the bidder.
3. The Odisha Renewable Energy Development Agency (OREDA) reserves the right to modify, amend or supplement this RfS document.
4. While the RfS has been prepared in good faith, neither OREDA nor their employees or advisors make any representation, warranty, express or implied or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability and completeness of this RfS, even if any loss or damage is caused by any act or omission on their part.

OREDA  
Telefax: (0674) 2580554, 2586368  
Email: ceoreda@oredaorissa.com  
Place: Bhubaneswar  
Date:

## List of Abbreviations

BG	Bank Guarantee
BIS	Bureau of Indian Standards
CDM	Clean Development Mechanism
CEA	Central Electricity Authority
CERC	Central Electricity Regulatory Commission
DD	Demand Draft
Distcom	Distribution Company
EMD	Earnest Money Deposit
FF	Fill Factor
GOI	Government of India
GOO	Government of Odisha
GP	Gram Panchayat
GRIDCO	Grid Corporation of Odisha
HV	High Voltage
IDCO	Industrial Development Corporation of Odisha
IEC	International Electro-technical Commission
INR	Indian Rupees
KV	Kilo Volt
L.C.	Letter of Credit
LLC	Limited Liability Company
LLP	Limited Liability Partnership
LoI	Letter of Intent
MNRE	Ministry of New and Renewable Energy
MU	Million Units
MVAR	Mega Volt-Ampere Reactive
MW	Mega Watt
OERC	Odisha Electricity Regulatory Commission
OPTCL	Odisha Power Transmission Corporation
OREDA	Odisha Renewable Energy Development Agency
PBG	Performance Bank Guarantee
PPA	Power Purchase Agreement
PV	Photo Voltaic
REC	Renewable Energy Certificate
RFID	Radio Frequency Identification
RfS	Request for Selection
ROC	Registrar of Companies
RPO	Renewable Purchase Obligation
SBI	State Bank of India
SCADA	Supervisory Control And Data Acquisition
SGC	State Grid Code
SLDC	State Load Dispatch Centre
SPD	Selected Solar Power Developer
SPV	Special Purpose Vehicle
STU	State Transmission Utility
USD	United States Dollars
VAR	Volt-Ampere Reactive

## **Section 1**

### **INTRODUCTION & BACKGROUND**

## **Section 1**

### **1.0 Introduction and Background**

- 1.1 The Odisha Electricity Regulatory Commission (OERC) has framed the Renewable Purchase Obligation and its Compliance Regulations, 2010 in accordance with Section 61, 66 and 86(1)(e) etc of the Electricity Act, 2003 under which it has clearly identified the obligated entities.
- 1.2 The Grid Corporation of Odisha Limited incorporated under the provisions of the Companies Act, 1956 with effect from the 20th day of April, 1995 with the main objects of engaging in the business of procurement, transmission and bulk supply of electric energy is the major obligatory entity in the state under the above rules.
- 1.3 Odisha Renewable Energy Development Agency, the State Nodal Agency (under Government of Odisha in Science and Technology Department), for promotion of renewable energy in the State intends to set up a Solar PV Power Project of 25 MW having 5 units each of 5 MW through a process of RfS in the State of Odisha through Independent Power Producer(s) with the sole objective of fulfilling the Renewable Purchase Obligation of the GRIDCO.

### **1.4 Total capacity of the project**

This RfS is floated for setting up Solar PV Power Project of 25 MW having 5 Units of 5 MW each.

### **1.5 Project site:**

The Developer is free to identify land for the project anywhere within the State and purchase the same from the owner(s) as per mutually agreed terms and conditions. However, upon due request by the Developer, OREDA through IDCO can facilitate acquisition and development of the land as per terms and conditions of IDCO. But the developer will remain responsible for locating the land, obtaining all statutory clearances etc. as may be necessary. In either case the developer will remain responsible for acquisition of land or obtaining right of way for erecting transmission lines from the project site till the point of evacuation.



**1.6. Scope of the work:**

The scope of the Project (the "Scope of the Project") shall mean and include,

- a) Designing, constructing, erecting, testing, commissioning and completing of the Solar PV Project including all necessary electrical equipment for metering, transmission and evacuation of electricity to nearest grid (33KV or 132 KV) and supply of Contracted Capacity;
- b) Operation and maintenance of the Solar PV Project.
- c) Performance and fulfilment of all other obligations of the Developer as per this RfS and Power Purchase Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Developer.

## **Section 2**

### **Definitions**

## Section-2

### 2. Definitions

**“Affiliate” shall mean a Company that, directly or indirectly,**

- i) controls, or
- ii) is controlled by, or
- iii) is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership by one Company of at least 26% (twenty six per cent) of the voting rights of the other Company;

**%Bidder+** shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Consortium / Consortium, Member of a Bidding Consortium including its successors, executors and permitted assignees and Lead Member of the Bidding Consortium jointly and severally, as the context may require. After the selection of successful bidder, the successful bidder will be referred as **“Developer”**.

**%Bidding Company”** shall refer to such single company that has submitted the response in accordance with the provisions of the RfS.

**%Bidding Consortium+ or ± Consortiumq** shall refer to a group of companies that has collectively submitted the response in accordance with the provisions of this RfS.

**“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.

**“Commercial Date of Operation” (COD)** shall mean the date after which all testing and commissioning has been completed and is the initiation date to which the seller can start producing electricity for sale (i.e. when the project has been substantially completed). The Commercial Date of Operation is same as the date of commissioning.

**%Company”** shall mean a body corporate incorporated in India under the Companies Act, 1956.

**“Expected COD”** shall mean the day following 18 months from the date of signing of PPA or the day following 20 months from date of issue of Lol, whichever is earlier.

**%Financial Closure or Project Financing Arrangements”** means arrangements of necessary funds by the 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.

**“Group Company”** of a Company means (i) a Company which, directly or indirectly, holds 10% (ten per cent) or more of the share capital of the Company or (ii) a Company in which the Company, directly or indirectly, holds 10% (ten per cent) or more of the share capital of such Company or (iii) a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or (iv) a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or (v) a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (ten per cent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise.

Provided that a financial institution, scheduled bank, foreign institutional investor, non-banking financial Company, and any mutual fund shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is Project Company or a Member of the Consortium developing the Project.

**“Inter-connection point / Metering point”** shall mean the point at 33KV or above where the power from the solar power project is injected into the DISTCOM/STU transmission system (including the dedicated transmission line connecting the power project with the DISTCOM/STU system). Metering shall be done at this interconnection point where the power is injected into the DISTCOM/STU system.

**“L1 bidder”** shall mean the shortlisted bidder who quotes the lowest selling price per commercial unit (kWh) of electricity.

**“L2 bidder”** shall mean the shortlisted bidder who quotes the second lowest selling price per commercial unit (kWh) of electricity.

**“L3, L4, L5.....Ln bidder”** shall mean the shortlisted bidder quoting the 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup> .....n<sup>th</sup> lowest selling price per commercial unit (kWh) of electricity.

**“L1 price”** shall mean the lowest quoted selling price in Indian Rupees per commercial unit (kWh) of electricity.

**“Lead Member of the Bidding Consortium” or “Lead Member”** There shall be only one Lead Member, having the shareholding more than 50% in the Bidding Consortium and cannot be changed till 1 year after the Commercial Operation Date (COD) of the unit/ Project.

**“Letter of Intent” or “LoI”** shall mean the letter issued by Odisha Renewable Energy Development Agency (OREDA) to the Selected Bidder for award of the unit/Project.

**“Limited Liability Partnership” of “LLP”** shall mean a Company governed by Limited Liability Partnership Act-2008.

**“LLC”** shall mean Limited Liability Company;

**“Member in a Bidding Consortium” or “Member”** shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be Company.

**“Month”** shall mean only 30 days for all transactions under this RfS

**“Parent”** shall mean a Company, which holds at least 26% equity either directly or indirectly in the Bidding Company or a in a Member of a Consortium developing the Project;

**“Performance security”** shall mean a bank guarantee issued by a bank to guarantee timely and satisfactory completion of a project by a bidder.

**“Project”** shall mean the solar PV power project of 25MW total installed capacity having 5 units of 5 MW each for which this RfS is being floated.

**“Project Company”** shall mean the company incorporated by the bidder as per the Indian Companies Act, 1956 in accordance with **clause 3.5**.

**“Selected Bidder or Successful Bidder”** shall mean the Bidder selected pursuant to this RfS to set up the Unit/Project and supply electrical output as per the terms of PPA.

**“Solar PV Project”** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic Technology;

**“Technology Partner”** shall mean any entity from which the Bidder proposes to take technology support. In case Technology Partner decides to participate in equity commitment then it has to be a Company. This entity can be a Member in more than three Bidding Companies / Consortium provided that it holds less than 10% of equity commitment in each Bidding Company / Consortium.

**“Ultimate Parent”** shall mean a Company, which owns at least twenty six per cent (26%) equity either directly or indirectly in the Parent and Affiliates.

**“Unit”** shall mean a single unit of solar PV power plant of 5 MW capacity proposed to be set up as a part of the 25 MW solar PV power project under this RfS.

## **Section 3**

# **INFORMATION AND INSTRUCTIONS TO BIDDERS**

## **Section 3**

### **3. Information and Instruction to Bidders**

#### **3.1. Total capacity offered:**

The total capacity offered under this RfS for solar PV power projects is 25 MW having 5 separate/independent units of 5 MW each. Each bidder will be allowed to bid for one unit of 5 MW capacity only. After determination of L1 price the successful bidder will be given the option to take additional four units (each unit of 5MW) at L1 price (selection of bidder (s) has been elaborated at clause 3.7 in Section 3 of this document)

**Note: The capacity of the project in MW is the installed capacity of the project/ maximum power output (AC) from the solar power plant, which can be scheduled at any point of injection to the GRID any time block of the day.**

#### **3.2 Obtaining RfS Document and Processing Fees**

- a) RfS document is available for download from the website [www.oredaorissa.com](http://www.oredaorissa.com). The same can also be obtained from OREDA office at the address mentioned on the cover page, on all working days i.e. from Monday to Saturday (Excepting Second Saturday of the month) between 10.00 Hrs. to 16.30 Hrs. on submission of an application by the bidding company along with a payment of Rs 10,000/-in shape of Demand Draft payable to OREDA at Bhubaneswar. The document has to be purchased in the name of the bidding company /Lead member of the bidding consortium only.
- b) In case of downloading the RfS document from the web site the bidding company / lead member of the bidding consortium should submit a demand draft of Rs 10,000/- payable to OREDA at Bhubaneswar, towards cost of the document in the 1<sup>st</sup> Envelop as detailed under section 3.13.

Bidders are required to submit their RfS document along with a non-refundable processing fee of Rs 1.00 lakhs in shape of Demand Draft payable to OREDA at Bhubaneswar. RfS submitted without processing fee shall be liable for rejection.

#### **3.3 Proposal for Short-listing of Projects**

Bidders may submit response to Request for Selection (RfS) for development of Solar PV power projects under this RfS as per the terms & conditions detailed herein.

#### **3.4 Number of response to RfS by a Company**

The company including its Parent, Affiliate or Ultimate Parent or any group company, consortium will be allowed to submit one RfS only for a single unit of 5 MW Solar PV Power Plant.

#### **3.5 Qualification Requirements:**

The bidder should be a company (Bidding Company) or the consortium of Companies (Bidding Consortium) with one of the companies acting as the lead member of the bidding consortium. Shortlisting of the bidders will be based on meeting the qualification requirements specified for net worth, Technical criteria and connectivity with Grid as given below

**A. Companies eligible for participation :**

- i) Companies incorporated in India under the Companies Act 1956
- ii) A foreign company can also participate individually or as a member of consortium at RfS stage. But before signing of PPA, keeping the original shareholding unchanged it has to form an Indian Company registered under the Companies Act 1956.
- iii) Companies shortlisted in RfS can also execute the project through a Special Purpose Vehicle (SPV). However, the SPV has to be registered under the Indian Companies Act 1956 before signing of PPA keeping the original shareholding unchanged.
- iv) Limited Liability Partnership (LLPs)/ Limited Liability Companies (LLCs) are not eligible for participation.

**B. Financial Criteria**

**i) Net worth:**

The net worth of the company should be equal to or greater than the value calculated at the rate of Rs 3 Crore per MW (and Rs 15.00 Crore for one unit of 5 MW). The computation of net worth shall be based on unconsolidated audited annual accounts of the company. The company would thus be required to submit annual audited accounts for the financial year 2010-11, along with certificate from a Chartered Accountant to demonstrate fulfilment of the criteria. In case of a foreign company, the company needs to submit annual account certificate from a chartered accountant or statutory auditor for the immediate previous accounting year.

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

**Note:**

**For the qualification requirements , if data is provided by the bidder in foreign currency, equivalent rupees of net worth will be calculated using bills selling exchange rates ( card rates) USD/ INR of State Bank of India prevailing on the date of closing the accounts for the respective financial year as certified by the bidder's banker.**

**Net Worth**

=	Paid up share capital
Add:	Reserves
Subtract:	Revaluation Reserves
Subtract:	Share premium (except in case of listed company)
Subtract:	Intangible Assets
Subtract:	Miscellaneous Expenditures to the extent not written off and carry forwarded losses



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

**iii) Existing companies**

The computation of net worth shall be based on unconsolidated audited annual accounts of the company. For the purpose of computation of Net Worth, the last four financial years shall be considered. The bidder would thus be required to submit annual audited accounts for the last four financial years viz 2007-08,2008-09,2009-10 and 2010-11(if available). If the period of existence of the company is less than four years then annual audited accounts should be submitted starting from the year of incorporation. In case of a foreign company, the same for calendar years - 2007, 2008, 2009, 2010 or the accounting year as adopted by the company and acceptable as per laws of the respective Country should be submitted. In all cases the year which should be considered for evaluation Net Worth should be indicated along with a Net Worth certificate from a chartered accountant to demonstrate fulfilment of the criteria . Net worth of individuals/ Directors, Association of Persons, Partnerships Firms, section 25 companies of the Companies Act, 1956 etc., shall not be considered for computation of Net Worth of bidders.

Or

In case of existing companies/ consortiums, the Net Worth criteria can also be met as on day not more than seven days prior to the last date of submission of response to RfS by the bidding Companies/ Consortium. To demonstrate fulfilment of the criteria, the Bidder shall submit a certificate from a Chartered Accountant certifying the availability of Net Worth on the date not more than Seven Days prior to submission of response to RfS along with a certified copy of audited Balance Sheet, Profit and Loss account, Schedules and Cash Flow Statement supported with Bank statements.

## Newly Incorporated Companies

For a newly incorporated company/ consortium relying solely on its credentials , where the annual accounts have not been prepared, the Net Worth criteria should be met on day not more than seven days prior to the last date of submission of response to RfS by the bidding company/consortium. To demonstrate fulfilment of the criteria, the Bidder shall submit a certificate from a Chartered Accountant certifying the availability of Net Worth on the date not more than Seven Days prior to submission of response to RfS along with a certified copy of Balance Sheet, Profit and Loss account, Schedules and Cash Flow Statement supported with Bank statements.

- iv) If the response to RfS is submitted by a Consortium the financial requirement shall be met individually and collectively by all Members in the Bidding Consortium. The financial requirement to be met by each member of the Consortium shall be computed to the equity commitment made by each of them in the project company. For computation of Net Worth of members methodology as provided under Para (i) above shall be followed. Any Consortium, if selected, shall, for the purpose of supply of power to GRIDCO, incorporate a project company with equity participation by Members in line with consortium agreement ( to be submitted along with RfS) before signing the PPA with GRIDCO i.e. the project company incorporated shall have the same share holding pattern as given at the time of RfS. This shall not change till the signing of PPA and the controlling shareholding (held by the lead member holding more than 50% of the voting rights) shall not change from the RfS up to one year after the COD of the project. However, in case of any change in the shareholding of the other shareholders (other than the controlling shareholder including lead member) after signing of PPA, the arrangement should not change the status of the controlling shareholder and the lead member in the project company at least up to one year after the COD of the unit/project. Further, such change in shareholding would be subject to continued fulfilment of the financial and the technical criteria, by the project company.

The bidder may seek qualification on the basis of financial capability of its parent and / or its affiliate (s) for the purpose of meeting the qualification requirements.

In case, any company selected for developing more than one unit of the solar power project, the company will have to meet the total net worth requirement **keeping the** original shareholding pattern unchanged for the number of units offered and submit the proof for the same again within one month from the date of issue of letter of Intent.

### **Note:**

**i) Whether or not financial resources of parents and/ or affiliates(s) are relied upon to achieve the required Net Worth, the required net Worth has to be infused in the project Company before signing of PPA. The Bank statement starting from the date of submission of RfS till date will also be required to be submitted before 15 days of signing of PPA. A copy of return filed with ROC for registering the shareholding and its terms and condition must also be**

submitted at the time of submission of RfS and before 15 days of signing of PPA.

ii) It is not necessary to have the technology partner at RfS stage. Further it is also not necessary for the technology partner to have an equity stake in the bidding company/ consortium.

**C) Technical Criteria**

The bidder shall deploy commercially established technologies wherein there is at least one project successfully operational of the proposed technology, for at least one year, anywhere in the world. The bidder is required to undertake to furnish evidence of meeting the above eligibility criteria in line with the provisions of **clause 3.21** under the financial closure or project financing arrangement. The undertaking shall be as per enclosed **Format – 6.7**. Detailed technical parameters for the project are given at **Annexure 1**.

**D) Connectivity with Grid**

- (I) The plant should be designed for interconnection with the transmission network of GRIDCO/ OPTCL at voltage level of 33 KV and above. The developer should indicate to the transmission licensee the location (village, block, tehsil, district as applicable) of its proposed project. In this regard the bidder shall submit a letter from the concerned transmission utility along with the response to RfS confirming technical feasibility of connectivity of the plant to the substation at the indicated location as per **Format – 6.8**
- (II) The responsibility of getting connectivity with the transmission system will lie with the bidder / project developer. Transmission of power to the point of interconnection at substation of GRIDCO/OPTCL where the metering is done shall be the responsibility of the project developer at its own cost. The installation of equipments for metering will be the responsibility of the bidder.
- (iii) The arrangement of the connectivity can be made by the selected project developer through a dedicated transmission line which, the developer may construct himself or get constructed by GRIDCO/OPTCL. The entire cost of transmission including cost of construction of lines, metering equipments, losses etc. from the project up to the interconnection point will be borne by the project developer and will not be reimbursed by GRIDCO/ OPTCL.
- (iv) The project developer may, however, shift interconnection point closer to his project if 33 KV or above substation comes closer to the project during the tenure of the PPA. Provided that the interconnection shall be maintained at 33 KV or above and energy at the solar project is clearly demarcated for the power generated at the solar project and energy accounts are issued by the State Utility/ SLDC. The cost associate with this arrangement will also be borne by the project developer including the wheeling charges and losses up to the interconnection point.

### 3.6 Short-listing of bidders

Only those responses to RfS which are received by due date and time at the office of OREDA will be taken up for evaluation. The responses will be evaluated based on the qualification requirements and all those responses meeting the qualification requirements shall be short listed.

### 3.7 Selection of bidders:

- a) Selection of eligible bidders will be based on least quoted price per commercial unit of electricity.
- b) The bidders will be required to submit Financial Bid in format- 6.12 quoting their lowest minimum levellised tariff over a period of 25 years.
- c.) After opening of the tariff bids the bidders will be listed in the order of their quoted tariff as L1, L2, L3, ..., Ln, and L1 price will be finalized. All the 5 units will be set up by the successful bidder(s) at L1 price only.
- d.) L1 bidder will be offered to set up minimum one unit of 5 MW and will be given the option to set up maximum 5 units of 5 MW each.
- e.) In case L1 bidder does not agree for 5 MW, then its EMD will be forfeited and L2 bidder will be offered to take up one unit or more units (maximum 25 MW) at L1 price.
- f.) In case L1 bidder accepts one unit or more than one unit but not all the five units, then the remaining units, as left, will be offered to L2 bidder at L1 price. In case L2 bidder does not accept one unit or more, then the remaining units, as left, will be offered to L3 bidder to be taken at L1 price. Likewise it will be offered to L4, L5, ..., Ln, bidders until allocation of all the five units is exhausted.
- g.) For more than one unit (of 5 MW), the successful bidder must respond to the Lol within 10 days of issue of Lol. This bidder must indicate its Net Worth @ 15 crores X number of units of 5 MW each and deposit additional EMD @ 60 lakhs X No. of units of 5MW each within 21 days of Lol.

For example, if a single successful bidder takes 5 units then the bidder will be required to indicate net worth of Rs 75.00 Crore, out of which net worth of Rs 15.00 Crore should be submitted along with the bid and the net worth of 60 Crore should be indicated as per the Lol

In case successful bidder opts for three units of 5 MW each then the bidder will be required to indicate net worth of Rs 45.00 Crore, out of which net worth of Rs 15.00 Crores should be submitted along with the bid and the net worth of 30 Crore should be indicated as per the Lol. For remaining two units another successful bidder will be required to submit net worth of Rs 30.00 Crore, net worth of Rs 15.00 Crores should be submitted along with the bid and the net worth of 15 Crores should be indicated as per the Lol

- h.) Based on Lol, for additional units over and above one unit, in case successful bidder defaults on account of non-submission of relevant documents as per the requirement in the RfS document, the EMD will be forfeited.
- i.) The successful bidder will be required to submit all the relevant documents to prove his Net Worth with bank statement and Chartered Accountant's Certificate within 21 days of issue of Lol. Besides, all the relevant documents as stipulated in the RfS Document are to be submitted within 21 days of issue of Lol. (All the conditions as laid down in the RfS document for submission of documents and financial requirements will be same for more than one Units to be taken by the successful Bidder,).
- j.) If successful bidder is taking only one unit of 5 MW then the Net Worth will be 15 Crores and other financial conditions as laid down in RfS will be applicable after the selection process.
- k.) After determination of L1 price, if the successful bidder wants to take more than one unit (each unit of 5 MW), then the bidder will be required to indicate his Net Worth keeping original shareholding pattern unchanged (Net Worth as prevailing on the day not more than 7 days prior to the last date of submission of documents), as company (bidding Company or the consortium of companies) for all the units accepted by the bidder, also keeping the lead member or controlling shareholding unchanged till one year after the COD. All the relevant documents are to be furnished within 21 days of Lol. The successful bidder will be required to fulfil the Net Worth requirement of 15 Crores X no of units (5MW of each unit), for additional units. After Lol, when the successful bidder has given his acceptance for units more than one, all the relevant clauses of RfS will be applicable.

### **3.8 Power Purchase Agreement**

The PPA shall be executed between the selected bidder(s) and GRIDCO within 60 days from the date of issue of Letter of Intent by OREDA. Power purchase Agreement will be for 25 years from the date of expected COD.

Before signing of PPA with the successful bidder(s), GRIDCO/OREDA will verify the documents furnished by the bidders at the time of submission of RfS or at any later date including availability of Net Worth to the extent claimed with original documents and bank statements and shareholding of the Project Company along with a copy of complete documentary evidence claimed for meeting the RfS eligibility conditions. GRIDCO/OREDA at this stage may also ask the bidders to furnish the audited balance sheet of the previous month end along with complete Bank statement starting from the day 1 of the submission of RfS till date along with a copy of the documents submitted with ROC, which became due during this period. If at this stage it is found that the documents furnished by the bidders during RfS are misleading or misrepresented in any manner then the provisions contained in this RfS will be applicable.

### **3.9 Purchase of Power**

GRIDCO at any time during a contract year shall not be obliged to purchase any additional energy from the Developer beyond 1.664 MU/MW/Year as determined by OERC in its Order in Petition No37/2008 dt 14/09/2010. If for any Contract year, it is found that the Developer has not been able to generate minimum electricity of 1.664 MU/MW/year on account of any reasons not attributable to GRIDCO or Force Majure events, the non-compliance by Developer shall make him/her liable to pay penalty to GRIDCO. Besides, computation of shortfall will also account for the degeneration factor i.e. up to 10<sup>th</sup> year there has to be 100% output i.e. 1.664 MU/MW/year; and after 10<sup>th</sup> year till end of 25<sup>th</sup> year there may be degradation of 10%. Such penalty shall only apply to quantum of shortfall in generation during the Contract Year. However, for the 1<sup>st</sup> year, the expected Commercial date of Operation (Expected COD) as mentioned in the RfS document will be taken as the 1<sup>st</sup> day of the year irrespective of actual date of commissioning if the project is commissioned after the due date.

#### **Penalty for shortfall in supply of electricity**

The shortfall in supply of electricity will be calculated as the difference between the guaranteed output i.e. 1.664 MU/MW/Year and actual output, averaged over two consecutive years Block i.e. 1<sup>st</sup> year and 2<sup>nd</sup> year, 3<sup>rd</sup> year and 4<sup>th</sup> year and so on. Expected date of COD will be reckoned as the first day of the first year irrespective of the actual date of commissioning, if the unit is commissioned after the expected date of commissioning.

The amount of penalty shall be computed by multiplying the shortfall for block period of two years with the difference in quoted price and forbearance price of RECs (as determined by CERC from time to time) provided the quoted price is less than the forbearance price of RECs. Such penalty will be imposed in 3<sup>rd</sup>, 5<sup>th</sup>, 7<sup>th</sup> and so on and 25<sup>th</sup> year.

Apart from those mentioned above, in case, there is any penalty imposed by OERC on GRIDCO due to any shortfall in supply of solar electricity to GRIDCO by the developer, such penalty will also be borne by the Developer.

#### **Fee payable to OREDA:**

As per clause 14.12 of the Policy Guidelines on Power generation from Non-conventional Energy Sources -2005 the developer shall have to pay at a uniform rate of Rs0.01/- for every kWh of power generated through the project on a monthly basis to OREDA for various services to be rendered by OREDA under the above clause. GRIDCO will ensure deduction of this amount from the tariff payable to the Developer and pass on the same to OREDA on a monthly basis.

### 3.10 Submission of Response to RfS by the Bidder

The response to RfS shall contain the following:

1. Covering letter as per **Format 6.1**
2. In case of a Bidding Consortium, power of Attorney in favour of the lead member issued by other Members of the Consortium shall be provided in original as per **format 6.2.**

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

3. Earnest Money Deposit (EMD), cost of RfS document and processing fee are to be deposited in shape of Demand Draft. RfS document if purchased from OREDA office the payment receipt to be enclosed.
4. Performance Guarantee (to be submitted at the time of signing of PPA) in shape of Bank Guarantee as per **Format 6.3**
5. Board Resolutions, as per prescribed formats enclosed as **Format 6.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
  - a. Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be in favour of the person signing the response to RfS:
  - b. Board Resolution from the Bidding Company committing one hundred per cent (100%) of the equity requirement for the Project / Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred per cent (100%) of equity requirement for the Project (in case of Bidding Consortium); and
  - c. Board Resolutions from Parent and / or Affiliate (whose credentials were used in the response to RfS), of the Bidding Company / any Member of the Bidding Consortium, undertaking to invest the entire amount as committed by Bidding Company / Member of the Bidding Consortium, in event of failure of the same to make such investment.
6. In case of a consortium, the Consortium agreement between the members in the Consortium as per **Format 6.5** along with Board resolution from each Member of the Consortium for participating in consortium;
7. Format for financial Requirement as per **Format 6.6** as applicable;

8. Format for Technical Criteria wherein Bidder shall certify that the technology to be adopted shall be commercially established technology and is under operation for at least one year. Final details of the same shall be submitted within 210 days of signing of PPA as per **Format 6.7**.
9. A letter from the Bidder confirming connectivity of the Project as per **Format 6.8**
10. A disclosure statement as per **Format 6.9** regarding participation of any related companies in this bidding process.
11. Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 6.10**.
12. Checklist for Bank Guarantee as per **Appendix-A**;
13. Submission of Summary Data Sheet as per **Format-6.11** print and soft copy in CD submitted along with other Documents mentioned in Section 6.
14. Memorandum and Articles of Association (highlighting relevant provision of Power / Energy / Renewable Energy/ Solar Power Plant development), Certificate of Incorporation (if applicable) of Bidding Company / all member companies of Bidding Consortium along with shareholders rights and obligations filed with ROC.
15. The bid quoting the lowest minimum levellised tariff over a period of 25 years is to be submitted as per **Format 6.12**
16. The signed copy of each page of PPA is to be attached with response to RfS.

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

### **3.11 The Bidder should note that:**

- a. The bidder may be short listed based on the declarations made by it in relevant schedules of the RfS. The document submitted along with may be verified before signing of PPA in terms of **Clause 3.8**.
- b. If the Bidder / Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, the OREDA reserves the right to reject such response to RfS and/or cancel the Letter of Intent, if issued and in such event the Bank Guarantee provided up to the stage shall be encashed.



- c. If the event specified at (a) is discovered after the Effective Date i.e. date of signing the PPA, consequences specified at (b) above shall apply.
- d. Response submitted by the Bidder shall become the property of the OREDA who shall have no obligation to return the same to the Bidder.
- e. All pages of the response to RfS including PPA submitted must be initialled and stamped by the person authorised by the board as per Format 6.4, on behalf of the Bidder as a token of unconditional acceptance of all terms and conditions mentioned in the bid document.
- f. The response to RfS shall be submitted as mentioned in **clause 3.13**. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. OREDA reserves the right to seek additional information from Bidders, if found necessary, during the course of evaluation of the response to RfS
- g. All the information should be submitted in English language only
- h. All fees and charges should be deposited as specified for each under this RfS document only. No other mode of payment will be accepted.
- i. Bidder shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- j. Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by OREDA.
- k. Response to RfS not submitted in the specified formats will be liable for rejection by OREDA
- l. Bidders not submitting any additional information or clarifications as sought by OREDA/GRIDCO on or before the dates stipulated by the respective organizations will be liable for rejection by OREDA.
- m. Non submission and /or submission of incomplete data / information required under the provisions of RfS shall not be construed as waiver on the part of OREDA of the obligation of the Bidder to furnish the said date/information unless such waiver is given in writing.
- n. Only Courts in Bhubaneswar and High Court of Odisha shall have exclusive jurisdiction in all matters pertaining to this RfS document.

### 3.12 Due Date

The bidders should submit the response to RfS so as to reach the address specified at **clause 3.13** below by 1 PM on 07/02/2012

### 3.13 Method of Submission

The response to RfS is to be submitted in a sealed envelope in the following manner;

- i. **1<sup>st</sup> Envelop-** Super scribed as  
**1<sup>st</sup> Envelope containing Cost of Bid Document, Processing Fee, Demand Draft towards EMD+**at the top of the Envelop and

**Name and Address of the Bidder+**on the left hand side bottom;

and addressed to OREDA shall contain DD of Rs 10,000/- towards cost of RfS Document/ Copy of Money Receipt of OREDA in case of direct purchase from OREDA, DD of Rs 1 lakhs towards Processing Fee and DD of Rs 60 lakhs towards EMD to be submitted in separate envelopes.

- ii. **2<sup>nd</sup> Envelop- Super scribed as**  
**"2<sup>nd</sup> Envelope containing RfS for supply of Solar Power+**at the top of the Envelop;

**Name and Address of the Bidder+**on the left hand side bottom;

and addressed to OREDA shall contain covering letter and all other documents and formats including PPA as specified in section 6.0 of this RfS document, except tariff bid in Format 6.12.

- iii. **3<sup>rd</sup> Envelop- Super scribed as**  
**"3<sup>rd</sup> Envelope containing Tariff Bid for supply of Solar Power"** at the top of the Envelop;

**Name and Address of the Bidder+**on the left hand side bottom;

and addressed to OREDA shall contain Tariff Bid in **Format 6.12**.

The 3<sup>rd</sup> envelop should contain the tariff bid in **Format 6.12** only

- iv. **4<sup>th</sup> Envelop super scribed as**

**4<sup>th</sup> envelope containing the 1<sup>st</sup> , 2<sup>nd</sup> and 3<sup>rd</sup> Envelop+**at the top of the envelop

**Name and Address of the Bidder+**on the left hand side bottom;

and shall contain the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Envelop and submitted to OREDA at the address mentioned below

Address of OREDA:

Chief Executive  
Odisha Renewable Energy Development  
Agency  
S-59, Mancheswar Industrial Estate  
Bhubaneswar-751010, Odisha

Note:

1. The bid documents as per above can be dropped in the tender box kept in OREDA office in the above address on all working days within 11.00 A.M. to 4.00 P.M. The tender box will be closed for dropping and will be sealed at 1.00 P.M. of 07.02.2012.
2. Alternatively, the bid documents can be sent by post or courier to the above address so as to reach the addressee on or before 1.00 P.M. of 07.02.2012.
3. The Bidder should submit the bid document on or after 18<sup>th</sup> Jan 2012

OREDA shall not be responsible for any delay due to what so ever reasons in delivery of the documents.

### **3.14 Validity of the Response to RfS**

The Bidder shall submit the response to RfS which shall remain valid up to three hundred sixty five days (365) days from the last date of submission of response to RfS (%Bid Validity+). OREDA reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

### **3.15 Preparation Cost**

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

### **3.16 Enquiries/Clarifications**

#### **(i) Pre Bid meeting**

Clarifications / Doubts, if any on RfS document may be addressed to Chief Executive, Odisha Renewable Energy Development Agency at the address mentioned above on or before 09/01/2012. OREDA will respond to the same in the Pre Bid Meeting to be held on 11/01/2012 at 4:00 P.M. in the OREDA Conference Hall, S-59, Mancheswar Industrial Estate, Bhubaneswar-751010, and Odisha.

Based on the feedback and pre-bid meeting OREDA will upload on its website any clarification/addition, if necessary on or before 17/01/2012. It is the responsibility of the bidder to take into consideration the entire relevant corrigendum uploaded on OREDA website before submission of the Bids.

#### **(ii) In case there is any corrigendum, OREDA will upload the same on its website.**

### 3.17 Right of OREDA to reject

OREDA reserves the right to reject all or any of the response to RfS or cancel the RfS without assigning any reasons whatsoever and without any liability.

### 3.18 Bank Guarantees and Earnest Money

The Bidder shall provide the following Bank Guarantees and Demand Drafts from any of the Banks listed at **Annexure 2** to OREDA as detailed hereunder:

- Earnest Money Deposit of Rs. 60 lakhs for each application (which is for one unit of 5 MW) in the form of Demand Draft along with RfS (The EMD shall be refundable not later than 60 (sixty) days from the date of selection of the successful Bidder except in the case of the Successful Bidder whose EMD shall be retained till the Achievement of Commercial Date of Commissioning.)
- After finalization of L1 price, if the successful bidder is allocated more than one unit, then the EMD @ Rs 60 lakhs per unit of 5 MW each will be required to be deposited within 21 days of Lol.
- Performance Bank Guarantee of Rs 600 lakhs per unit of 5 MW each to OREDA before signing of PPA as per **Format – 6.3** valid for a period of 27 months from the date of submission.

Bank Guarantees issued by foreign banks outside India from bank list given in Annexure . 2 is to be endorsed by the Indian Branch of the same bank or State Bank of India.

Bank Guarantee would be required to be submitted in the form of Performance Bank Guarantee (PBG) at the time of signing of PPA and the Total Performance guarantee of Rs 600 lakhs shall be submitted in three Numbers of Bank Guarantee in the ratio of 20%, 40% and 40%.

In case, GRIDCO offers to execute the PPA with the Selected Bidder(s) and if the Selected Bidder(s) refuses to execute the PPA or is unable to execute the PPA within the stipulated time period as specified by GRIDCO, the Bank Guarantees and EMD shall be encashed by OREDA.

OREDA shall return the Bank Drafts towards EMD of all unsuccessful bidders within fifteen days of issue of Lol to successful Bidder(s).

The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. The Bank Guarantees have to be in the name of the bidding Company/ Lead member of the Bidding Consortium.

In order to facilitate the bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist at Appendix A has been attached.

Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.

- The bidder will be required to submit processing fee of Rs 1 lakh per unit of 5 MW

**3.19 Monitoring and Supervision Fee:**

The selected bidder shall pay a non-refundable Monitoring and Supervision Fee to OREDA @ of Rs 5 Lakhs per unit of 5 MW each. The payment has to be made in shape of DD within 21 days of issue of Lol for each unit of 5 MW.

**3.20 Minimum equity to be held by the promoter:**

The company developing the project shall provide the information about the Promoters and their shareholding in the company to OREDA indicating the controlling shareholding at the stage of submission of RfS.

No change in the shareholding of the bidding company or bidding consortium developing the project shall be permitted from the date of response to the RfS till the execution of the PPA. However, in case the Project is developed by a listed Company this condition will not be applicable. (Listed companies must submit proof of such listing by stock exchange(s))

The controlling shareholding shall mean more than 50 % of the voting rights in the company/ consortium.

After execution of the PPA, the controlling shareholding of the bidding company or lead member( in case of consortium ) in the project company developing the project shall be maintained for a period of (1) one year after Commercial Operation Date (COD).Thereafter any change can be under taken under intimation to OREDA.

**3.21 Financial closure or project financing arrangements:**

The project developer shall report tie-up of Financing Arrangements for the project within 210 days from the date of signing of PPA. At this stage the project developer would furnish within the aforesaid period the necessary documents to establish acquiring of land for the project and fulfilment of technical criteria The project developer would provide evidence that the requisite technical criteria have been fulfilled and orders placed/agreements entered in to for supply of plants and equipment for the project within 210 days from the date of signing of PPA

- i) Requirement of land for project development @ 2 hectares / MW is under clear possession of the project developer. In this regard the project developer shall be required to furnish the following documentary evidence.
  - Ownership or lease hold rights for at least 30 years in the name of the project developer and possession of 100% of the area of land required for the project. Land can be taken on lease from concerned state agency.
  - Certificate by the concerned and competent revenue authority for the acquisition/ownership/vesting of the land in the name of the project developer.
  - Sworn affidavit from the authorized person of the developer listing the details of the land and certifying total land required for the project under clear possession of the project developer.

Note: (a) All land documents as detailed above must be submitted within 210 days of signing the PPA or at the time of financial closure whichever is earlier. In such case the bidding company has to furnish the revised connectivity letter for the new location while seeking permission for change of location.

(b) In case of bidding consortium the possession of land or lease hold right of the land from state agency has to be in the name of the lead member only.

- ii) In case of delay in achieving the above conditions as may be applicable, OREDA shall encash the performance bank guarantee and shall remove the project from the list of selected developers and would offer the project to the next company/ consortium in line.

### **3.22 Commissioning:**

#### **Commissioning schedule and penalty for delay in commissioning:**

Under normal circumstances the plant has to be commissioned with 18 months from the date of Signing of the PPA or 20 months from the date of issue of Lol whichever is earlier. In case of failing to achieve this milestone, OREDA shall encash the Performance Bank Guarantee (PBG) in the following manner.

- a) Delay up to one month from expected COD: 20% of the PBG
- b) Delay of more than one month up to two months from expected COD:  
40 % of the total PBG
- c) Delay of more than two months up to 4 months from expected COD:  
remaining PBG + EMD

In case of commissioning of the project is delayed beyond 4 months from expected date of commissioning (expected COD), the project developer shall pay to OREDA the liquidated damages @Rs 1.00 lakh per MW per day of delay. The period of delay for liquidated damages will be for a period of one month only. The payment has to be made in shape of demand draft on the last date of every week starting from of 121<sup>st</sup> day from the expected COD. Advance payment of 2 weeks to be made on or before the 120<sup>th</sup> day from expected COD. The maximum time period allowed for commissioning of the project with encashment of performance bank guarantee and payment of liquidated damage shall be limited to 25 months from the date of issue of Lol. Non realisation of the aforementioned liquidated damages or non-commissioning of the unit/project by 150 days of from expected COD will result in cancellation of the project and PPA regardless to the status of the project.

In case of delay it will be incumbent upon the bidder to make all the payments/ penalty to OREDA.

Commissioning of any unit of 5MW of the project in phases is not permitted.

### 3.23 Time Schedules

Sl.	Event	Date
1	Notice for Request for Selection (RfS)	Zero date
2	Pre Bid Meeting	As per the date motioned in this RfS
2	Submission of response to RfS with relevant documents.	As per the date motioned in this RfS
3	Opening of Technical Bids	On the last date of submission of bids.
4	Evaluation and Short-listing of Bidders based on Technical bid	Within 10 days from receipt of response to RfS
5	Opening of Tariff Bids and Evaluation of Tariff Bids	Within 5 days from Short-listing of Bidders
6	Issue of letter of intent	Within 3 days from evaluation of tariff bids
7	PPA Signing	Within 60 days from the date of issue of letter of intent (Lol date + 60 days)
8	Financial closure / Financing Arrangement for the project	Submission of documents for financial closure / Financing Arrangement within 210 days from the date of signing of PPA or 270 days from the date of issue of Lol whichever is earlier
9	Commissioning of the Project	18 months from the date of signing of PPA or 20 months from the date of issue of Lol which ever is earlier.

3.24. In the event of any conflict of interpretation in terms and conditions between RfS document and PPA or in case of any ambiguity, the provisions of these RfS guidelines would prevail.

## **Section 4**

### **Evaluation Criteria**



## Section 4

### 4.0 Evaluation Criteria

#### 4.1 The evaluation process comprises of the following two steps:

Step I- Responsiveness check

Step II- Bid evaluation

#### 4.2 Step I- Responsiveness check

The response to RfS submitted by the bidder shall be scrutinised to establish ~~Responsiveness~~. Each bidder's response to RfS shall be checked for compliance with the submission requirements set forth in this RfS.

Any of the following conditions shall cause the bid to be ~~Non-responsive~~:

- a. Response to RfS submitted by a Bidding Consortium not including the Consortium Agreement
- b. Response to RfS submitted by a Bidding Consortium not including the Consortium Agreement
- c. Response to RfS having Conflict of Interest
- d. Non submission of Processing fee or EMD in acceptable form along with RfS document
- e. Non submission of Documents as per the Annexure 3
- f. Non-submission of all relevant documents related to Net Worth, Shareholding, Lead member etc. as required in this RfS document.
- g. Non submission of Memorandum and Articles of Association (highlighting relevant provision of Power / Energy / Renewable Energy/ Solar Power Plant development), Certificate of Incorporation (if applicable) of Bidding Company / all member companies of Bidding Consortium along with shareholders rights and obligations filed with ROC.
- h. Submission of Tariff Bid in Format 6.12 in envelopes other than 3<sup>rd</sup> envelope as per Clause 3.13
- i. If the bid and other documents are submitted in language other than English.

**Note:** All the above responsiveness checks will also be applicable for additional Units.

#### 4.3 Step II- Bid evaluation

- 4.3.1 Step II (Bid evaluation) will be carried out considering the information furnished by Bidders as prescribed under Section 6- Formats. This step would involve evaluation of the response to RfS of the bidding Company/Bidding Consortium as per the provisions specified in Section 3 of this RfS.

## **Section 5**

### **OTHER PROVISIONS**

## **Section 5**

### **5.0 Other Provisions**

#### **5.1 Role of the State Level Agencies**

It is envisaged that the State Level Agencies like OREDA, IDCO, GRIDCO etc. will provide necessary support to facilitate the development of the Projects as per the existing industrial policy of the State. This may include facilitation in following areas: -

- Access to Sites
- Land acquisition for the project
- Connectivity to the substation of DISTCOM /STU / any other transmission utility at the voltage level of 33 kV or above

#### **5.2 Role of Carbon Financing**

Project developers are encouraged to identify the potential role of carbon finance in their investment analysis including:

- i. The expected revenues for emission reductions; and
- ii. The cost of power with and without carbon revenues.

## **Section 6**

# **FORMATS FOR BID SUBMISSION**

## Format 6.1 -Format of Covering Letter

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

**Date:** \_\_\_\_\_  
**From :** \_\_\_\_\_ ( insert name and address of Bidding Company/  
Lead Member of the Bidding Consortium)  
**Tel. #:**  
**Fax#:**  
**E-mail address#**

**To**

**Chief Executive  
Odisha Renewable Energy Development Agency  
S-59, Mancheswar Industrial Estate  
Bhubaneswar-751010, Odisha**

**Sub: Response to RfS dated 22.12.2011 for development of Solar PV Project(s)**

**Dear Sir,**

We, the undersigned \_\_\_\_\_ . [*insert name of the 'Bidder'*] having read, examined and understood in detail the RfS including Qualification Requirements in particular and PPA for supply of power for 25 years to GRIDCO, hereby submit our response to RfS for setting up one unit of 5 MW solar PV power plant in Odisha.

We confirm that neither we nor any of our Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS.

Note: - All formats (as per section 6) have been filled separately for one unit along with separate EMD and performance guarantee for one unit of 5MW.If we come out as successful bidder, then as per the RfS document we will deposit EMD, processing fee for additional units, besides monitoring and supervision fee and performance bank guarantee. Also we will indicate the required net worth for additional units as per RfS document.

1. We give our unconditional acceptance to the RfS, dated 22.12.2011 and PPA attached thereto, issued by the OREDA. In token of our unconditional acceptance to the RfS & PPA, the same have been initialled and stamped by us on all pages and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS and provisions of PPA shall be binding on us. Further, we confirm that the

Project shall be commissioned within 18 months of the date of signing of PPA or 20 months from the date of issue of Lol whichever is earlier.

**2. Earnest Money Deposit (EMD) :** - (Strike out whichever is not applicable)

(a) We have enclosed EMD of Rs. (Insert Amount), in the form of bank draft no. [Insert bank draft number] dated [Insert date of bank draft] from [Insert name of bank providing bank draft]

3. We have submitted our response to RfS strictly as per Section . 6 (Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

**4. Acceptance**

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

**5. Familiarity with Relevant Indian Laws & Regulations**

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to RfS and execute the PPA, in the event of our selection as Successful Bidder.

6. We are enclosing herewith our response to the RfS with formats duly signed as desired by you in the RfS for your consideration.

7. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS and subsequent communications from the OREDA.

8. The information submitted in our response to the RfS 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 RfS.

9. We confirm that all the terms and conditions of our Bid are valid up to 06.02.2013.

**10. Contact Person**

Details of the contact person are furnished as under:

Name : [Redacted]

Designation : [Redacted]

Company : [Redacted]

Address : [Redacted]

Phone Nos. : [Redacted]

Fax Nos. : [Redacted]

E-mail address: [Redacted]

Dated the \_\_\_\_\_ day of \_\_\_\_\_ , 2006

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board as per Clause 3.10 (5)  
(a))

**Format 6.2 –Format for Power of Attorney to be provided by each of the other members of the Consortium in favor of the Lead Member**

**POWER OF ATTORNEY**

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

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_ . [Name of the Consortium member company] having its registered office at \_\_\_\_\_ and \_\_\_\_\_ . [Name of the Consortium member company] having its registered office at \_\_\_\_\_ , (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named \_\_\_\_\_ . (Insert name of the Consortium **if finalized**) (Hereinafter called the ~~Consortium~~ Consortium) vide Consortium Agreement dated \_\_\_\_\_ . (copy enclosed) and having agreed to appoint \_\_\_\_\_ [Name & Address of the Lead Member Company] as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s \_\_\_\_\_ a company incorporated under the laws of \_\_\_\_\_ and having its Registered /Head Office at \_\_\_\_\_ as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS and if required. We also authorize the said Lead Member to undertake the following acts:

- i) To submit on behalf of Consortium Members response to RfS and if required, to Sign PPA.
- ii) To do any other acts or submit any information and documents related to the above response to RfS.

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

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

IN WITNESS WHEREOF \_\_\_\_\_ . [Name of member consortium Company], as the Member of the Consortium have executed these presents on this \_\_\_\_\_ day of \_\_\_\_\_ under the Common Seal of our company.

For and on behalf of Consortium Member

M/s \_\_\_\_\_ .

-----

(Signature of person authorized by the board)



(Name  
Designation  
Place:  
Date:)

Accepted

-----

(Signature, Name, Designation and Address  
of the person authorised by the board of the Lead Member)

Attested

-----

(Signature of the executant)

-----

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

Place:-----

Date:-----

**Note:** - Lead Member in the Consortium shall have the controlling shareholding of more than 50% of voting rights.

### Format 6.3 – Format for Performance Bank Guarantee

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

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

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Solar Power Developer) submitting the response to RfS inter alia for selection of the project of the capacity of 5 MW, at ò ò ò ò [Insert name of the place], for supply of power there from on long term basis, in response to the RfS dated 22.12.2011 issued by Odisha Renewable Energy Development Agency (hereinafter referred to as OREDA) and OREDA considering such response to the RfS of ò ò ò [insert the name of the selected Solar Power Developer] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Solar Power Project of the developer and issuing Letter of Intent No ----- to (Insert Name of selected Solar Power Developer) as per terms of RfS and the same having been accepted by the selected SPD 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 RfS, the \_\_\_\_\_ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to OREDA at [Insert Name of the Place from the address of the OREDA] forthwith on demand in writing from OREDA 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 Solar Power Developer / Project Company]

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 Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) -----[Insert amount not less than Rs. 600 Lakhs]. Our Guarantee shall remain in force until \_\_\_\_\_[Insert date] OREDA shall be entitled to invoke this Guarantee till \_\_\_\_\_[Insert date]

The Guarantor Bank hereby agrees and acknowledges that the OREDA 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 OREDA, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to OREDA.

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Odisha 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 OREDA shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Solar Power Developer / Project Company, to make any claim against or any demand on the selected Solar Power Developer / Project Company or to give any notice to the selected Solar Power Developer / Project Company or to enforce any security held by OREDA or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Developer / Project Company .

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

Notwithstanding anything-contained hereinabove, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) and it shall remain in force until \_\_\_\_\_ with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if OREDA serves upon us a written claim or demand.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Power of Attorney No. \_\_\_\_\_

For

\_\_\_\_\_ [Insert Name of the Bank] \_\_\_\_\_

Banker's Stamp and Full Address.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Witness:

1. o o o o o o o o o o o o o o .

Signature

Name and Address

2. o o o o o o o o o o o o o o ..

Signature

Name and Address

Notes:

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

The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed.

## CHECK LIST FOR BANK GUARANTEES

Sl.No.	Details of checks	YES/NO.
a)	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
b)	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. Also the Stamp Paper should not be older than six months from the date of execution of BG).	
c)	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by SBI, India.	
d)	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?	
e)	Is each page of BG duly signed / initialled 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?	
f)	Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
i)	Are the factual details such as Bid Document No. / Specification No., / Lol No. (if applicable) / Amount of BG and Validity of BG correctly mentioned in the BG	
j)	Whether overwriting/cutting if any on the BG have been properly authenticated under signature & seal of executant?	
k)	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
l)	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?	
m)	Whether three numbers of Bank guarantees in the ratio of 20%, 40% and 40%, valid for 27 months have been submitted towards Performance Guarantee.	

## Format 6.4 - Format for Board Resolutions

### (Format for the Board resolution to be passed)

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

- 1. RESOLVED THAT** Mr/Ms\_\_\_\_, be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS for setting up one unit solar PV power plant of 5 MW in Odisha, including signing and submission of all documents and providing information / response to RfS to OREDA, representing us in all matters before OREDA, and generally dealing with OREDA in all matters in connection with our bid for the said Project. **(To be provided by the Bidding Company or the Lead Member of the Consortium)**
- 2. FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest total equity in the Project. **(To be provided by the Bidding Company)**

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

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

**FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to participate in consortium with ----- [*Insert the name of other Members in the Consortium*] and Mr/Ms\_\_\_\_, be and is hereby authorized to execute the Consortium Agreement. **(To be provided by the each Member of the Bidding Consortium including Lead Member)**

And

**FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated 0 0 0 0 0 executed by the Consortium as per the provisions of the RfS. **[To be passed by the Lead Member and other members of the Bidding Consortium]**

3. **FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to M/s. 0 0 0 . (Insert name of Bidding Company/ Consortium Member(s)) to use our financial capability for meeting the Qualification Requirements for setting up one unit solar PV power plant of 5 MW in Odisha and confirm that all the equity investment obligations of M/s 0 0 . (Insert Name of Bidding Company/ Consortium Member(s)), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us. **[To be passed by the entity(s) whose financial credentials have been used i.e. Parent and / or its affiliate.]**

**Certified true copy**

-----

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

**Notes:**

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary / Director.
- 2) 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 may be suitably modified to refer to the laws 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 6.5 – Consortium Agreement

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

THIS Consortium Agreement (~~%Agreement+~~) executed on this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand \_\_\_\_\_ between M/s [insert name of Lead Member] \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the **%Member-1+**, which expression shall include its successors, executors and permitted assigns) and M/s \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the **%Member-2+**, which expression shall include its successors, executors and permitted assigns), M/s \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the **%Member-n+**, which expression shall include its successors, executors and permitted assigns), [*The Bidding Consortium should list the details of all the Consortium Members*] for the purpose of submitting response to RfS, and execution of Power Purchase Agreement (in case of award), against RfS dated 22/12/2011.

WHEREAS, each Member individually shall be referred to as the **%Member**” and all of the Members shall be collectively referred to as the **%Members**” in this Agreement.

WHEREAS the GRIDCO desires to purchase power under Renewable and Co-Generation Purchase obligation, Regulation 2010;

WHEREAS, the OREDA had invited response to RfS vide its Request for Selection (RfS) dated \_\_\_\_\_

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by OREDA wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESS AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s \_\_\_\_\_), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, -----, Member-n.
2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.



3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity (as well as total financing if committed to be met from internal financing) investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity as well as other financing if committed to be met internally obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the project Company is/shall be in the following proportion:

Name	Percentage
Member 1	---
Member 2	---
Member n	---
Total	100%

We acknowledge that after execution of PPA, the controlling shareholding (more than 50% of the voting rights) in the Project Company developing the Project shall be maintained for a period of (1) one year after commencement of supply of power.

6. The Lead Member, on behalf of the Consortium, shall *inter alia* undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the PPA.
7. In case of any breach of any equity investment as well as other financing requirements commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.

10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts in India alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favor of OREDA in terms of the RfS.
12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiry or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by OREDA/GRIDCO.
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of OREDA.
15. This Agreement
  - (a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
  - (b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
  - (c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of OREDA.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS & PPA.

IN WITNESS WHEREOF, the Members have, through their authorised representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s----- [Member 1]

-----

(Signature, Name & Designation of the person authorized vide Board Resolution Dated [ ] )

Witnesses:

1) Signature-----

Name:

Address:

2) Signature -----

Name:

Address:

For M/s----- [Member 2]

-----

(signature, Name & Designation of the person authorized vide Board Resolution Dated [ ] )

Witnesses:

1) Signature -----

Name:

Address:

2) Signature -----

Name:

Address:

For M/s-----[Member n]

-----

(signature, Name & Designation of the person authorized vide Board Resolution Dated [ ] )

Witnesses:

1) Signature -----

Name:

Address:

(2) Signature -----

Name:

Address:

---

Signature and stamp of Notary of the place of execution

**[on the letter head of Bidder]**

**Format 6.6- FORMAT FOR FINANCIAL REQUIREMENT – NET WORTH**

*(to be filled separately for individual projects)*

To,

**Odisha Renewable Energy Development Agency**

**S-59, Mancheswar Industrial Estate**

**Bhubaneswar-751010, Odisha**

**Dear Sir,**

**Sub: Response to RfS for setting up one unit solar PV power plant of 5 MW in Odisha.**

We certify that the Bidding Company / Member in a Bidding Consortium \_\_\_\_\_ [Name of Bidding Company or Bidding Consortium] has a minimum Net Worth of Rs. \_\_ crore (Rupees \_\_\_\_\_) on

**(i) For Existing Companies**

Description	Select any one (whichever is applicable)
Audited annual accounts of any of the last four (4) financial years 2007-08, 2008-09, 2009-10 and 2010-11 [ <i>Strike out the financial years not applicable</i> ] <b>Or</b>	Applicable / Not Applicable
Net Worth as on day dd/mm/yyyy (not more than seven days prior to the last date of submission of response to RfS by the bidding companies)	Applicable / Not Applicable

**(ii) For new Companies**

Net Worth as on day dd/mm/yyyy (not more than seven days prior to the last date of submission of response to RfS by the bidding companies)
--

### Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Parent / Affiliates as per following details:

Name of Company / Parent/ Affiliate/ Group Company	Name of Company / Parent/ Affiliate whose Net Worth is to be considered	Relationship with Bidding Company*	Either Financial Year to be considered for Net Worth or Net Worth of the respective Company not later than 7 days prior to submission of RfS	Net Worth (in Rs. Crore) of the Member Company
<b>Company 1</b>				
---				
---				
Total				

*The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by the company secretary/chartered accountant is required to be attached with the format.*

**Exhibit (ii): Applicable in case of Bidding Consortium**

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

**Name of Member: [Insert name of the Member]**

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

For the above calculations, we have considered Net Worth by Member in Bidding Consortium and/ or Parent/ Affiliate as per following details:

Name of Consortium Member Company	Name of Company / Parent/ Affiliate/ Consortium Member whose Net Worth is to be considered	Relationship with Bidding Company* (if any)	Either Financial Year to be considered for Net Worth or Net Worth of the respective Company not later than 7 days prior to submission of RFS	Net Worth (in Rs. Crore) of the Consortium Member Company	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
<b>Company 1</b>						
---						
---						
Total						

*\* The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by the company secretary/chartered accountant is required to be attached with the format.*

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

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

Date:

**Note: (i)** Along with the above format, in a separate sheet, provide details of computation of Net Worth duly certified by Statutory Auditor.

**(ii)** Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements and Bank statement by bank are to be enclosed in support thereof for confirmation of balance in cash & bank.



*[on the letter head of Bidder]*

**Format 6.7 - FORMAT FOR TECHNICAL CRITERIA**

To,

**Odisha Renewable Energy Development Agency**

**S-59, Mancheswar Industrial Estate**

**Bhubaneswar-751010, Odisha**

**Dear Sir,**

**Sub: Response to RfS setting up one unit of solar PV power plant of 5 MW in Odisha.**

We hereby undertake to certify in line with clause 3.21 under the title ~~Financial Closure~~ or Project Financing Arrangement+that the following details shall be furnished within 210 days of signing of PPA: -

- 1.0 That the technology proposed to be used is commercially established technology and at least one project based on this technology is successfully operational.
- 2.0 Details of the project with location and the successful operational period of the project utilizing this technology.
- 3.0 Evidence of clear possession of the required land for the project along with following documentary evidence: -
  - Ownership or lease hold rights for at least 30 years in the name of the Project Developer **and** possession of 100% of the area of land required for the project. Land can be taken on lease from State / Central agency .
  - Certificate by the concerned and competent revenue/registration authority for the acquisition / ownership/ vesting of the land in the name of the Project Developer.
  - Sworn affidavit from the Authorized person of the developer listing the details of the land and certifying total land required for the project under clear possession of the Project Developer
  - A certified English translation from an approved translator in case above land documents are in other than English and Odiya Languages.

4.0 Specific plan for meeting the requirement of domestic content of cells and modules in case of projects based on Crystalline Silicon Technology.

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

Authorised Signatory

Stamp

***(On the letterhead of the Bidding Company / Consortium)***

**Format 6.8 Format for Confirmation of Connectivity**

*(To be filled separately for individual Locations)*

To,

**Chief Executive  
OREDA**

**Dear Sir,**

**Sub:** Response to RfS for setting up one unit of solar PV power plant of 5 MW in Odisha

1. We hereby agree to provide connectivity from our proposed solar power plant to nearest 33KV or 132 KV transmission substation as may be available at our own cost for all the items as mentioned in the RfS document like transmission lines, grid interface equipment, metering, bay etc.
2. We hereby undertake to obtain the letter from transmission utility /distribution utility confirming connectivity before and after the same is carried out.
3. We hereby undertake to sign necessary Power Purchase Agreement with GRIDCO as specified in the RfS.

***Authorized Signatory***

***Stamp***

## **Format 6.9 - Format for Disclosure**

**[On the letter head of Bidding Company/Each Member in a Bidding Consortium]**

### **Disclosure**

We hereby declare 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 selection 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 RfS bid will be rejected and if Lol has been issued or PPA has been signed, the same will be cancelled and the bank guarantees will be encashed.

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

**Format 6.10 Declaration by the Solar power Developer for the proposed technology**

<b>1</b>	<b>Name of Bidding Company / Lead Member of Bidding Consortium</b>	
<b>2</b>	<b>Project proposed</b>	<b>Solar PV</b>
<b>3</b>	<b>Capacity proposed (in MW)</b>	
<b>4</b>	<b>Technology proposed to be adopted for the project to supply annual output of 1.664 MU/MW</b>	<b>Conventional / Advance</b>
<b>a</b>	<b>Crystalline Silicon Solar Cell Modules</b>	
<b>b</b>	<b>Thin Film Modules</b>	
<b>c</b>	<b>Concentrator PV Modules</b>	
<b>d</b>	<b>Any Other Technology (Please specify)</b>	
<b>5</b>	<b>Give brief about the proposed Technology</b>	

**Signature of  
the Bidder**

**Stamp**

## Format 6.11 Summery Data Sheet

Summery Data Sheet (Format 6.11)													
Asterisk Marked(*) Fields are Mandatory													
Section	Details to be Furnished by the Bidder										Refer RfS Doc Clause		
Bidders Details	Name of Bidder*							Bidders status*				Section 2	
	Address (Line-1)							Address (Line-2)					
	City			State					Country		Zip/Pin		
	Bidder's Website if any												
	List of parent/Ultimate Parent/ Group Companies, if any.												
	Details of other Projects, if any, being developed by Parent /Ultimate Parent/ Affiliates/ Group Companies			Project 1	Company Name				Capacity in MW				Location
				Project 2	Company Name				Capacity in MW				Location
	Name of the Controlling Share holding Company*												
Whether listed with any stock exchange.*				Name of Exchange (s) where listed									
EMD Details	Details of the EMD												
	(I) Amount(in Rs.Lakhs)*							(II) Banker					
	(III)DD/Pay Order No							(IV)DD/Pay Order Date				Cl 3.18	
Processing fee details	Details of the Processing Fee												
	(I) Amount(in Rs.Lakhs)*							(II) Banker					
	(III)DD/Pay Order No							(IV)DD/Pay Order Date					
Authorization Details	Name & Contact Details of the person authorized by the Company/ Consortium to sign the RfS												
	Name of the Person												
	Mobile No			Office Tel No(with STD)				Fax(with STD Code )					
	Correspondenmce add			Same as bidders address		Add Line !		Add line 2					
City			State		Country			Zip/Pin			Format 6.4		

Net Worth Details	Name Of the company/ Parent/Ultimate Parent/ Affiliate / Group / Consortium Member/ Technology Provider Company Whose Net Worth is to be considered*. [1]	Relationship with Bidder*	In case entity at [1] is Parent / Affiliate / Group Company of a Consortium member then name of such Consortium Member	Annual audited accounts Submitted for the year/period					Financial Accounti ng Year/ Period to be consider ed for Net Worth*	Paid up equity share capital (in Rs Crores)*	Free Reserves (in Rs Crores)	Share Premium (indicate 0 if entity at [1] is Listed Compan y)	Revaluati on Reserves (in Rs Crores)	Intangibl e Assets (in Rs Crores)	Miscellan eous Expendit ure to the next not written off and carry forward (in Rs)	Net worth of the Entity [1] (in Rs Crores)	Mandatory In Case if Consortium			
				2007-08 or 2007*	2008-09 or 2008*	2009-10 or 2009*	2010-11 or 2010*	7 days Prior to Bidding *									Equity Committ ment in Bidding Compan y (in %age)	Committ ed Net Worth (in Rs Crores)		
				Date of Audited Account																
	Consortium total Net Worth Committed (Rs Crores):			Add more rows for filling details of additional Companies above. Incomplete rows ( all Mandatory fields not Filled in) won't be considered and will be deleted/contents cleared during validation																
Confirmation of meeting RfS Various Requirements	Section 3.																			
	Confirm attachment of- Financial requirements as per format 6.6*																			
	Format for Confirmation of Connectivity by Developer as per format 6.8*																			
	Confirm attachment of - Board Resolution as per Format 6.4 authorizing the Authorized Signatory for Signing the Document*																			
	Confirm attachment of-Disclosure statement as per Format 6.9*																			
	Confirm unconditional Acceptance of PPA issued with RfS Document*																			
	Confirm - All pages of the response to RfS and PPA are initialled and stamped by the person authorized by the Board*																			
	Confirm - All information submitted in English Language*																			
	Confirm -Validity of response to RfS as 365 days from last date of Submission*																			
	Confirm attachment of- Declaration by the Bidder for the Proposed technology Format 6.10*																			
Confirm Submission of Covering Letter as per Format 6.1*																				
Confirm Submission of Memorandum and Article of Association, Certificate of Incorporation (if applicable ) of Bidding company / all member of Bidding Consortium.*																				
Any Other related document that Bidder feels is necessary																				
Place																Signature				
Date																Name				

**(On the Letter Head of the of the Bidder)**

**Format 6.12 Tariff Bid**

**To,  
The Chief Executive,  
OREDA,  
S-59, Mancheswar Industrial Estate,  
Bhubaneswar,**

Dear Sir,

In response to your RfS bearing No. . dated 22.11.2011 we hereby offer our company/ consortium to be selected for setting up of solar power plant of 5 MW in Odisha.

We further Quote our firm and final tariff (levellised over a period of 25 years) as Rs. . /- (Rupees . .and Paisa . ) per kWh.

Authorised signatory

Stamp



**Annexure 1**  
**Technical Qualification requirement in case of Solar PV Project**

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

**1. PV Module Qualification**

1.1 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.

Crystalline Silicon Solar Cell Modules	IEC 61215
Thin Film Modules	IEC 61646
Concentrator PV modules	IEC 62104

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

**2. Authorized Test Centers**

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

**3. Warranty**

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

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

**4. Identification and Traceability**

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

harsh environmental conditions.)

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

All grid connected Solar PV Projects must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. It is also required that suitable SCADA system with facilities for remote monitoring must be installed. They will be required to provide remote access to the above data to OREDA as well as submit the same through a monthly report for the entire duration of Power Purchase Agreement.

## **Annexure 2**

### **List of Banks**

#### **A. SBI AND ASSOCIATES**

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

#### **B. NATIONALISED BANKS**

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

19. Bank of Baroda

**C. SCHEDULED FOREIGN BANKS**

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

**D. Scheduled Private Bank**

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

**Annexure 3**  
**Checklist of Documents to be submitted**

- a. Demand Draft/Receipt of cash payment made towards cost of the RfS.
- b. RfS document, Response to RfS along with PPA duly signed and stamped on every page.
- c. Covering Letter as per **Format 6.1**
- d. Power of Attorney/Board Resolution as per **Format 6.2**
- e. Earnest Money Deposit (EMD) in the form of Demand Draft
- f. Processing fee in the form of Demand Draft
- g. Performance Guarantee as per **Format 6.3**
- h. Board Resolution as per **Format 6.4**
- i. Consortium Agreement as per **Format 6.5**
- j. Financial Requirements criteria as per **Format 6.6**
- k. Technical Criteria as per **Format 6.7**
- l. Letter from Developer confirming connectivity as per **Format 6.8**
- m. Disclosure Statement as per **Format 6.9**
- n. Technological Tie Up as per **Format 6.10**
- o. Checklist of Bank Guarantee as per **Appendix-A**
- p. Data Sheet as per **Format 6.11**
- q. Tariff Bid as per **Format 6.12**
- r. Memorandum and Articles of Association
- s. Certificate of Incorporation
- t. Annual audited accounts for the financial year 2010-11 and also for relevant years as per RfS
- u. Copy of return filed with ROC for registering the shareholding and its terms and condition of all the companies participating in the RfS or whose accounts are relied upon for net worth criteria.
- v. Shareholding pattern statement of the Foreign Company, duly certified by competent authority.
- w. Proof of listing in the Stock Exchange if a public limited company
- x. Submission of bid document and all other relevant documents in English language only.
- y. Any other document mentioned in the RfS or PPA.

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

# **POWER PURCHASE AGREEMENT**

# POWER PURCHASE AGREEMENT BETWEEN

-----  
AND GRIDCO LTD.

FOR .....Units of Solar PV Power Plants of 5 MW each

AT VILLAGE: -----, G.P:-----, BLOCK :-----,  
DISTRICT :-----

---

THIS POWER PURCHASE AGREEMENT herein after called the %Agreement+entered into at Bhubaneswar on the day of \_\_\_\_\_ between

M/s -----, a ----- firm with its Registered office located at ----- (herein after referred to as %Project Proponent+), which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns as party of the first part;

## And

GRIDCO LIMITED, having its Head office at Janapath, Bhubaneswar-751007 (hereinafter called %GRIDCO+), which expression shall unless repugnant to the context or meaning thereof shall include its successors and permitted assigns as party of the second part.

AND WHEREAS, as per the National Action Plan on Climate Change and Electricity Act 2003 The Odisha State Electricity Regulatory Commission (OERC) has determined the Renewable Purchase Obligation which includes both solar and non-solar obligations for different obligated entities in the State as defined in Order No 0 0 0 0 0 0 . Dated 0 0 0 0 0

AND WHEREAS, GRIDCO is an obligated entity as per the said order and wishes to fulfil its obligation by purchasing renewable energy including solar energy from different sources

AND WHEREAS, the project proponent has received a Letter of Intent (vide letter No 0 0 ..date 0 0 0 0 0 0 ) from **OREDA** to set up 0 0 0 . Units of Solar PV Power Plant of 5 MW each at 0 .. and evacuate the power generated from the said plant at 0 0 0 0 0 0 0 0 . KV transmission substation at 0 0 0 0 0 0 0 0 0 0 .. and wishes to set up the said power plant and sell the power generated from the plant to GRIDCO

NOW, THEREFORE, in consideration of the matters described above and the covenants in this Agreement, the Project Proponent and GRIDCO agree to sell/purchase electricity generated from Solar Power Project (including deemed purchase corresponding to captive consumption met from solar generation) and intending to be legally bound, agree as follows.

## 1.0 DEFINITIONS :

In this Agreement, unless the context requires otherwise, the following terms shall have the meaning hereinafter as assigned to them:

- (i) **“Applicable Laws”** mean all laws, promulgated or brought in to force and effect by GOO or GOI including regulations and rules made there under as may be in force and effect during the subsistence of this Agreement.
- (ii) **“Auxiliary Consumption”** shall mean Energy consumed by Auxiliaries of Power Station required for or during generation of Energy (Excluding the Energy used for office and colony lighting and other construction works).
- (iii) **“Billing Month”** means the month in which the bill is issued.
- (iv) **“Buyers”** means GRIDCO LIMITED as specified in the PPA
- (v) **“Clearances”** means any consent, license, approval, permit or other authorization of whatsoever nature which is required to be obtained by the power producer from any competent authority for coming into force of the PPA, for the construction, operation and maintenance of the power plant, for the use of the power plant to produce and deliver grid quality energy / power into State Grid and all such other matter as may be necessary in connection with the project.
- (vi) **“Commercial Operation Date” (COD)** means the date on which the Project Proponent synchronizes the Grid-Interactive Solar PV Power Generation Plant with the State Grid after the generating unit has completed its performance acceptance test as per the standards prescribed, if any.
- (vii) **“Commissioned”** means the state or act of successful completion of commissioning of the Solar PV Power Plant.
- (viii) **“Delivery Point”** means the inter connection point after isolators & Circuit breakers with required protections at injection point into State Grid as finalized / to be finalized by DISTCOM (S) in consultation with OPTCL/ GRIDCO.
- (ix) **“Delivered Energy”** means the net electrical energy measured in terms of kWh generated by the Power Plant and delivered by Project Proponent at the Delivery Point in accordance with this PPA.
- (x) **“Dispatch Instructions”** mean instructions from the State Load Dispatch Centre in accordance with prudent utility Practices and this PPA to schedule and control the



generation of the energy at the Power Station in order to commence, increase, decrease or cease the Electrical output delivered to the State Grid System.

- (xi) **“Disputes”** means any difference, disagreement, dispute, failure to perform or deliver or failure to resolve any contentious issue of whatever nature and howsoever arising under, out of or in connection with or relating to this PPA.
- (xii) **“Electricity Act. 2003”** means The Electricity Act, 2003 (Act no. 36 of 2003) enacted by the Parliament and includes any amendment thereto.
- (xiii) **“Emergency”** means a condition or situation that, in the reasonable opinion of the Project Proponent or GRIDCO does materially and adversely affect / endanger, (i) ability of the Project Proponent to maintain safe, adequate and continuous generation of the Energy at the Power Station, (ii) security of Persons, plant or equipment at the Power Station, (iii) the interconnection Facilities at State Grid including security of persons or equipment.
- (xiv) **“Energy” / “Power”** means the electrical energy generated by the Solar PV Power Plant.
- (xv) **“Expected COD”** shall mean the day following 18 months from the date of signing of PPA or 20 months from date of issue of Lol, whichever is earlier.
- (xvi) **“Grid Code”** means the Grid Code specified by the OERC and shall include any amendment / modification thereof.
- (xvii) **“Forced Outage”** means an outage of Generating Unit or a transmission facility or apparatus due to a fault or other reasons, which has not been planned.
- (xviii) **“Interconnection Facilities”** means all the facilities, to be installed and maintained by Project Proponent up to Delivery point to enable evacuation of the delivered energy from the Power Station and injection into State Grid in accordance with the Agreement (which may include, without limitation, transformers, switching equipment and protection, control and metering devices etc.)
- (xix) **“Net Electrical Power” / “Net Electrical Energy”** means energy output in kWh net delivered at delivery point, after deducting in house consumption of Solar PV Power Project.
- (xx) **“OERC / “Commission”** means Odisha Electricity Regulatory Commission.

- (xxi) **“OPTCL”** means Odisha Power Transmission Corporation Limited.
- (xxii) **“OREDA”** means Odisha Renewable Energy Development Agency
- (xxiii) **“Planned Outage+”** means outage of a Generating Unit or a transmission facility or Users apparatus, planned and agreed by SLDC.
- (xxiv) **“Project Proponent / seller”** means a person / company / entity desirous to set up a grid interactive power plant or system utilizing solar energy through solar photovoltaic for generation of electricity.
- (xxv) **“Power Generation Plant” / “Power Plant”** means Grid Interactive Solar PV Power Generation Plant producing grid quality energy / power.
- (xxvi) **“PPA”** means Power Purchase Agreement to be entered into between the Project Proponent and GRIDCO for sale / purchase of electricity generated from proposed Solar PV Power Plant.
- (xxvii) **“Prudent Utility Practices”** means accepted international / Indian practice(s) standard(s), engineering and operation considerations, taking into account the conditions prevalent at Site including manufacture’s recommendations generally followed in the operation and maintenance of facilities similar to the Project.
- (xxviii) **“Reactive Power”** means the VAR (reactive volt-ampere) component of the product of voltage and current, which the power station shall provide or absorb from the Grid System and which is measured in MVAR.
- (xxix) **“REC”** means Renewable Energy Certificate
- (xxx) **“SLDC”** Shall mean State Load Dispatch Centre.
- (xxxi) **“SGC”** shall mean State Grid Code approved by OERC.
- (xxxii) **“Tariff”** means the rate for purchase of electrical energy / power from Project Proponent in Rs. Per kWh, towards electrical energy / power delivered, at Delivery point measured in kWh, as per the reading shown in the meters installed at Delivery point.
- (xxxiii) **“Tariff Year”** means a year commencing on 1st day of April and ending on 31<sup>st</sup> March of subsequent year.

(xxxiv) **“Voltage of Delivery”** means the voltage at which the electrical energy generated by the Power Plant is delivered at delivery point into State Grid.

In this agreement unless otherwise stated, the singular includes the plural and vice versa. The terms, which have been used in the PPA and have not been defined above, shall have meaning assigned in the Electricity Act 2003.

## **2. Licenses and Permits and Securities :**

The Project Proponent, at its own cost and expense, shall acquire and maintain in effect, clearances, consent, permits, licenses and approvals as may be necessary from time to time from any regulatory / competent authority in order to enable it to perform its obligations and the PPA for the construction, operation and maintenance of the power plant and for the use of the power plant to produce and deliver electricity into State Grid and all such other matter as may be necessary in connection with the Project. GRIDCO / DISTCOM(s) will render reasonable assistance to the Project Proponent to enable the later to obtain such clearances.

Provided, however, non-rendering or partial rendering of assistances shall not in any way absolve the Project Proponent of its obligations to obtain such clearance, nor shall it mean or confer any right or indicate any intension to waive the need to obtain such clearances.

## **3. Terms of Agreement :**

- 3.1 Term of the Agreement shall be for twenty five (25) years from the COD. Provided that at the end of the period of the PPA, new PPA can be executed at mutually agreed terms and conditions. Before 180 days of expiry of 25 years, both parties will mutually decide upon the terms and conditions for renewal of agreement beyond 25 years.
- 3.2 The Power Plant will be commissioned 18 months from date of signing of PPA or 20 months from the date of issue of Lol whichever is earlier.
- 3.3 The Project Proponent would not be eligible for availing benefit of Renewable Energy Certificate (REC). The Project Proponent has to give an undertaking to this effect to GRIDCO before raising the first invoice.

## **4. Right to Contracted Capacity & Electricity**

GRIDCO at any time during a contract year shall not be obliged to purchase any additional energy form the Developer beyond 1.664 MU/MW/ per Year as determined by OERC in its Order in Petition No37/2008 dt 14/09/2010.

## **5. Penalty for Shortfall.**

If for any Contract year, it is found that the Developer has not been able to generate minimum electricity of 1.664 MU/MW/year on account of any reasons not attributable to GRIDCO or Force Majure events, the non-compliance by Developer shall make him/her liable to pay penalty to GRIDCO. Besides, computation of shortfall will also

account for the degeneration factor i.e. Up to 10th year there has to be 100% output i.e. 1.664 MU/MW/year; and after 10 year till end of 25th year there may be degradation of 10%. Such penalty shall only apply to quantum of shortfall in generation during the Contract Year. However, for the purpose of calculation of shortfall for the 1st year, the Expected Commercial date of Operation as mentioned in the RfS document will be taken as the 1st day of the year irrespective of actual date of commissioning if the project is commissioned after the due date.

The shortfall in supply of electricity will be calculated as the difference between the guaranteed output i.e. 1.664 MU/MW/Year and the actual output averaged over two consecutive year blocks i.e. 1st year and 2nd year, 3rd year and 4th year and so on. For the first year the actual output will be calculated from the date of expected COD. The amount of compensation shall be computed by multiplying the shortfall for block period of two years with the difference in quoted price and forbearance price of RECs (as determined by CERC from time to time) provided the quoted price is less than the forbearance price of RECs. Penalty will be charged in the 3rd year, 5th year, 7th year and so on and 25th year. Apart from those mentioned above, in case there is any penalty imposed by OERC on GRIDCO due to any shortfall in supply of solar electricity to GRIDCO by the Developer, such penalty will also be borne by the Developer.

**6. Fee payable to OREDA:**

As per clause 14.12 of the Policy Guidelines on Power generation from Non-conventional Energy Sources -2005 the developer shall have to pay at a uniform rate of Rs0.01/- for every kWh of power generated through the project on a quarterly basis to OREDA for various services to be rendered by OREDA under the above clause. GRIDCO will ensure deduction of this amount from the tariff payable to the Developer and pass on the same to OREDA on a quarterly basis.

**7. Power Purchase Price :**

The quoted tariff for 25 years for Solar Power Plant shall be Rs. \_\_\_\_/- per kWh as per tariff bid submitted by the selected bidder. This tariff is conclusive of the charges and taxes to be paid by the selected bidder. The metering shall be at the generator premises as provided in CEA metering regulation.

**8. Billing & Payment Procedure :**

**8.1 Billing Procedure :**

The billing will be done on monthly basis. GRIDCO will be billed by the Project Proponent based on Joint meter reading promptly following the end of each month for the energy supplied and amount will be due on the fourth working day following the delivery of billing invoice.

## 8.2 Payment Procedure :

- i) A monthly invoice containing detailed statement reflecting the quantity of electricity supplied to the Grid at the designated Delivery point and price payable shall be submitted by the Project Proponent to GRIDCO at its designated office.
- ii) A rebate of 2% on the billed amount shall be allowed for payment made by GRIDCO within 2 working days and 1% if the amount is paid within 30 days of the receipt of monthly bill of the Project Proponent.
- iii) For late payment beyond a period of 60 days from the date of billing, a Surcharge at the rate of 1.25% per month or part thereof shall be levied on the billed amount by the Project Proponent.
- iv) All payments for energy supplied under this Agreement as per the joint meter reading shall be made free of any restriction or condition and without deduction or withholding on account of any other amount, whether by way of set off or otherwise but the making of such payments shall be without prejudice to other rights after adjusting power import dues on Project Proponent, if any and / or any amount due on Project Proponent on account of excess payment made or adjustment due to wrong billing.
- v) As a security package, GRIDCO shall provide facilities of an irrevocable, revolving and confirmed letter of Credit by any designated Nationalized Bank. The Letter of Credit will be immediately recoupable every month in case L.C. is operated. The amount of Letter of Credit shall be equal to the expected payment for one billing month.
- vi) The Project Proponent shall not later than 60 days before the COD of the Power Plant inform GRIDCO of availability of electricity from the Power Plant within 30 days of intimation as aforesaid by the Project Proponent to GRIDCO, GRIDCO shall open a Letter of Credit for purchase of contracted net electrical energy from the project.
- vii) Letter of Credit(LC) on or before 30 days prior to the scheduled COD of the project and at all times thereafter, GRIDCO shall cause to be in effect an irrevocable, divisible, revolving and confirmed L.C. issued in favour of the Project Proponent by any designated nationalized bank acceptable to the Project Proponent. Such L.C. shall
  - (a) On the date it is issued have a term of at least 1 year, except in the first year wherein it shall have a term from the date of its issue till 31<sup>st</sup> March of that Tariff year.

- (b) Be payable upon the execution and presentation by an officer of the Project Proponent immediately after 30 calendar days from due date of payment
- (c) On the date it is issued, have revolving stated amount equal to contracted net electrical energy charges, which amount is hereinafter referred to as %L.C. Amount+
- (d) Within 30 days before expiry of any L.C., GRIDCO shall renew or provide a new or replacement L.C.
- (e) In the event of a call on the Letter of Credit by the Project Proponent, it will be recouped by GRIDCO to its full amount immediately on receipt of such intimation from the designated bank.

All charges in connection with the opening, negotiation, extension, renewal, invocation or other operations in relation to the L.C. shall be borne by GRIDCO only.

## 9. Interconnection, Delivery Point and Metering:

Methodology of generation and scheduling of power to GRIDCO shall be as per Indian Electricity Grid Code (as revised from time to time) or Odisha Grid Code (as amended from time to time).

### 9.1. Grid Interfacing:

- i) No Grid connectivity charges shall be leviable for solar power plant in question.
- ii) The interconnection with distribution network shall be in accordance with grid connectivity standard as may be stipulated by Odisha Electricity Regulatory Commission or as per the guidelines framed by the Central Electricity Authority.
- iii) The concerned distribution utility shall provide necessary approvals and infrastructure for evacuation of the power generated at the nearest distribution substation.
- iv) The interfacing including transformers, control and relay, protection panels, metering, HV lines up to interface point will be provided and maintained by the Project Proponent himself in accordance with the specifications and requirements of the DISTCOM/OPTCL and Grid Code. Project Proponent will bear the entire cost of such interfacing.
- v) **GRIDCO/OPTCL/DISTCOM** has the right to connect any additional loads on the interconnection-feeder.
- vi) Project Proponent agrees that power generated from the Power Plant shall be fed to the State Grid to the extent power evacuation system is available. The decisions of concerned DISTCOM(s) about the extent of power evacuation facility available in the system shall be final and binding on the Project Proponent and no compensation on this account shall be admissible.
- vii) The equipment and protection schemes installed in 33 KV/132KV line bays at 132kv or 33 KV DISTCOM/Transmission utility sub-station as well as in Project Proponent own sub-station are required to be coordinated with overall

- system and protection schemes. As such salient parameters of specifications of major equipment and protection schemes being provided by Project Proponent should be got approved from GRIDCO/concerned DISTCOM.
- viii) The power delivered by the Project Proponent at the Delivery Point shall conform to the parameters and technical limits as specified by GRIDCO.
  - ix) The Project Proponent will install necessary current limiting devices such as Thyristors etc. If required. The Project Proponent shall provide protection system in compliance to Grid Code requirement for short circuit level, neutral grounding, current unbalance, limiting of harmonics, fault-clearing time etc. As per data provided by GRIDCO/DISTCOM authorities after deciding the place of interconnection. A generating unit may be synchronized to the State Grid System, when the Project Proponent has obtained permission for synchronization after meeting system requirements and such generating unit complies with prudent utility practices.
  - x) Notwithstanding any provision in the Agreement, the Project Proponent shall comply with the State Grid Code, dispatch practices, performance standard, protection & safety as required as per the rules & regulations in force as applicable from time to time in the State of Odisha.
  - xi) The Project Proponent shall abide by GRIDCO/OPTCL/DISTCOM connection conditions as applicable from time to time.
  - xii) Capacitors of adequate rating will also be provided in the system by the Project Proponent to ensure that the power factor is maintained 0.90 to 1.00 lagging at all the time. MVARh scheduling will be done as per direction of the State Load Dispatch Centre.
  - xiii) The Project Proponent shall also provide suitable protection devices/ controls as may be required but GRIDCO/DISTCOM so that the generating Units of the Power Stations could be isolated automatically when the Grid supply fails.
  - xiv) DISTCOM shall evacuate all the delivered energy. However, the State load dispatch Centre looking to system requirement, may direct the Project Proponent to temporarily curtail or stop its electricity generation without any liability on account:
    - a. Inspection/repair/maintenance of OPTCL and/or DISTCOM Grid System and associated equipment or forced outage conditions.
    - b. Safety of equipment and personnel of the DISTCOM.
    - c. Any other technical requirement to maintain the Grid discipline and security
  - xv) In the event of abnormal voltage conditions, GRIDCO/DISTCOM will have right to ask the Project Proponent for regulating the reactive power generated by the Solar PV Power Plant as per system requirements.
  - xvi) DISTCOM shall disconnect the interconnection of Power Plant from State Grid system in case of default of the Project Proponent to comply with the technical parameters of supply and such disconnection will continue till default continues.

## **9.2. Measurement of Energy and Metering:**

- i) The metering shall be at the generator premises as provided in CEA metering regulation.
- ii) The metering requirement shall be as per CEA Regulation on Installation and Operation of Meters, 2006+ and amended time to time.

## **10. Other Charges**

Start-up power for testing & commissioning: Energy drawn during start up, commissioning and backing down will be billed by respective DISTCOM as per applicable HT Tariff.

## **11. KV Arh Charges:**

- 11.1 Power Plant will maintain the load power factor of 0.9 (lagging) to 1.0 and during the shutdown/back down it will draw at a power factor of 0.9 lagging to 1.0 beyond this they will be liable to be disconnected from the Grid. Power Plant will be subject to MV Arh tariff specified under the grid code by the commission from time to time.
- 11.2 SLDC Fee & Charges: The Project Proponent shall be liable to pay the SLDC Fee & charges as per OERC orders amended from time to time.
- 11.3 Merit Order Dispatch: The Solar PV Power Plant will not be subjected to Merit order dispatch regulation.
- 11.4 Sharing of CDM Credit: The Clean Development Mechanism (CDM) benefit shall be shared equally between GRIDCO and the Project Proponent respectively.

## **12 Meter Reading, Sealing and Billing Procedure:**

### **12.1 Reading and Correction of Meters:**

- i) OPTCL/DISTCOM and the Project Proponent shall jointly read the Metering System on the first(1<sup>st</sup>) day of every month at the Delivery point,
- ii) In the event that the main metering system is not in service as a result of maintenance, repairs or testing, then the backup metering system shall be used during the period the main metering system is not in service and the provisions above shall apply to the reading of the backup metering system.
- iii) Meter reading taken jointly at the appointed date and time will be signed by the representatives of GRIDCO/DISTCOM and Project Proponent. If Project Proponent representative is not present for joint meter reading then the meter reading taken by DISTCOM shall be considered final provided a signed copy of the meter reading is sent to the Project Proponent within twenty four (24) hours of such reading of the main metering system or back up metering system as the case may be.
- iv) Project Proponent shall ensure to furnish the following at the time of submission of first invoice, subsequent to signing of agreement:-



- a) Date of connection to Delivery Point and permission letter of authority authorizing the interconnection.
- b) Reading of new meter(s) recorded at the time of installation.
- c) Details of free energy, if any injected in the system between date of connection and COD
- d) A schematic diagram of DISTCOM network showing the location of energy meters for billing purpose shall be furnished along with first invoice
- e) Proof of depositing security amount with OREDA
- f) Attested copy of the power for Attorney.
- g) Attested copy of the Memorandum of Understanding
- h) A copy of the insurance of the power plant and Inter-connection facility system.

### **12.2 Sealing and Maintenance of Meters:**

- i. The DISTCOM shall seal the main metering system and the backup metering system in the presence of representatives of the Project Proponent
- ii. When the Main Metering System and/or Backup Metering System and/or any component thereof is found to be outside the acceptable limits of accuracy or otherwise not functioning properly, it shall be repaired, recalibrated or replaced as soon as possible by the Project Proponent or by the DISTCOM at Project Proponent's cost. GRIDCO/DISTCOM will ensure that metering system is tested for accuracy at least once in a year and report furnished along with joint meter reading.
- iii. Any meter seal(s) shall be broken only by the authorized officer of DISTCOM in the presence of representative of Project Proponent whenever the Main Metering System or the backup metering system is to be inspected, tested, adjusted, repaired or replaced.

### **12.3 Records:**

Each Party shall keep complete and accurate records and all other data required by each of them for the purpose of proper administration of the PPA and the operation of the Power Plant. Among such other records and data, the Project Proponent shall maintain an accurate and up-to-date operating log at the Power Plant with the records of:

- i) Various operating parameters like hourly logs of real and reactive power generation, frequency and transformer tap position, bus voltage(s), Main Meter and back up Meter readings planned outages and forced outages etc. As mutually agreed. Project Proponent shall furnish controller meter reading every month along with the invoices
- ii) Any unusual conditions found during operation/inspections.
- iii) Chart and printout of event loggers, if any, for system disturbances/outages.

All the records will be reserved for a period of 36 months.

**13 Indemnification and Insurance:**

**13.1 Indemnification:**

Each party shall indemnify, defend and hold harmless the other, its Directors and Chairman of the Companies partners, assigns, agents, officers and employees, against all claims, demands, judgments and associated costs and expense, related to property damage, bodily injury or death suffered by third parties resulting from breach of its obligation by such party under the PPA except to the extent that any such claims has arisen due to a negligent act or omission, breach of contract or breach of statutory duty on the part of the other party, its contractors, servants or agents. The obligations contained in this Article shall survive the termination of the PPA.

**13.2 Insurance:**

Throughout the term of the PPA, the Project Proponent, at their own cost and expense, shall maintain and keep in full force the following:

- i. Insurance of power plant and interconnection facilities against all loss or damages of the kinds usually insured against by operators similarly situated, by means of insurance policies issued by reputable insurance companies with uniform standard coverage endorsement at that time, in amounts and with such deductible provisions as determined by Project Proponent. The Project Proponent may insure or cause to be insured such property under a blanket insurance policy in such amounts as determined by it;
- ii. Public liability insurance with respect to the Power plant and interconnection facilities with one more reputable insurance companies for death or bodily injury and property damage resulting from the operations of the generation facility of plant.
- iii. Statutory workers compensation insurance and employer's liability insurance and
- iv. Any other insurance that may be required pursuant to a financing agreement or statutory requirement.

**14 Force Majeure:**

Force Majeure means any event or circumstance, which may include rebellion, mutiny, civil unrest, riot, strike, fire explosion, flood, cyclone, lightning, earthquake, war or other forces, theft, burglary, Government action, inaction or restrictions, accidents or an act of God or other similar causes beyond the control, if such event or circumstance is beyond the reasonable direct or indirect control and without the fault or negligence of the party claiming Force Majeure and which results in such Party's inability, notwithstanding its reasonable best efforts, to perform its obligations in whole or in part.

The Party rendered unable to perform by reason of Force Majeure shall notify the other Party of such circumstances and shall exercise due diligence to end of the inability as promptly as practicable. The time frames for performance shall be extended by the number of days that performance is excused due to force Majeure. In the event of the Force majeure conditions preventing the plant from resuming the commercial operations for a period in excess of one hundred days, the party shall consult in good faith as to the best course of action. If it is found that it is impossible to resume commercial operation of the plant, and then the party rendered unable to perform its obligations may serve a notice for termination of the PPA.

Neither party shall be entitled for claiming compensation for damages or loss in the event of Force majeure or in case of the following events:-

Plant shut down(s) for the maintenance of the interconnection system and associated transmission line as may be mutually agreed (i.e. Planned outage); and failure of grid supply due to reasons beyond the control of OPTCL/DISTCOM.

**15 Change of Law:**

PPA has been executed as per RfS floated by OREDA. Any change consequent to such Act, Policies, Rules, Regulations and regulatory directions shall be binding and will have to be complied with by all parties.

The comments of OREDA, if any, on this agreement will have to be incorporated and if needed, the Agreement will be amended accordingly in writing and signed by all the parties to this Agreement.

**16 Assignment and Transfer:**

16.1 This power project can be transferred in part or full as per the government policies and procedure.

16.2 The Project Proponent shall be permitted to assign and transfer the receivables of Power Plant under this Agreement to any financial institution in case of external funding.

**17 Default & Termination:**

17.1 The PPA may be terminated either by the Project Proponent or GRIDCO only in the event of default by GRIDCO or the Project Proponent respectively.

17.2 Default by GRIDCO will mean non-payment of electricity charges for a period of consecutive three months.

17.3 Default by Project Proponent shall mean non-supply of total net electricity generated and delivered at the Delivery Point for a period of three months for reasons exclusively attributable to the Project Proponent.

17.4 In case of default, the non-defaulting party shall issue a default notice to the defaulting party. If the default is not fully set right within one month from the date of the default notice, then, in case of default by: Project Proponent: GRIDCO may get the specific performance of agreement till the time default is corrected

17.5 In case of default is cured, the Agreement will revive and the provisions of original Agreement will come into force, automatically within a maximum period of six months.

**18 Confidentiality:**

18.1 The parties shall keep in strict confidence, any confidential information received by them while participating in the affairs/business(es) or during the term of this Agreement and shall not disclose the same to any person/party not being party to this Agreement.

18.2 The Parties shall also bind their employees, officers, advisors, associates, contractors, agents and other similar persons, to whom the above mentioned information may be disclosed, to the obligations of confidentiality as mentioned above.

18.3 Confidential Information shall, at all times, remain the property of the disclosing party and the receiving party will not acquire any right to that confidential information.

**19 Notices:**

All notices required or referred to under this agreement shall be in writing and signed by the authorities mentioned herein below unless otherwise notified. As such notice shall be deemed to have been duly served if delivered, or by registered mail/courier with an Acknowledgement due to the other party.

**20 Disputes :**

**20.1 Settlement of Disputes:**

Except where expressly provided to the contrary in this PPA, any matter or dispute or difference of whatsoever nature, howsoever arising under, out of or in connection with the PPA (collectively called ~~Disputes~~) between the parties herein shall be resolved by mutual consent and if the matter is not resolved within 30 days or such extended period as mutually agreed upon, then such Dispute shall, be submitted to adjudication by the OERC as provided under section 86 of the Electricity Act,2003 and the OERC may either adjudicate itself or refer the matter for Arbitration.

**20.2 Jurisdiction:**

No courts, except the Courts in Bhubaneswar shall have jurisdiction to entertain any dispute arising out of relating to this agreement.

**21 Project Equipment Components:**

The Project Proponent shall deploy components/equipment for the Solar Power Plant complying with the minimum technical standards as per terms outlined under the RfS including amendments thereof from time to time.

IN WITNESS WHEREOF the parties have executed these presents through their authorised representatives on the date mentioned above.

For M/s õ õ õ õ õ ..

For GRIDCO LTD

**WITNESS**

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**WITNESS;**

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