

ODISHA RENEWABLE ENERGY DEVELOPMENT AGENCY

S-3/59, MANCHESWAR INDUSTRIAL ESTATE, BHUBANESWAR-751010

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Website: www.oredaorissa.com , Email: ceoreda@oredaorissa.com

e-TENDER CALL NOTICE

Notice No: 5887

Date: 23.12.2020.

Odisha Renewable Energy Development Agency (OREDA) invites Request for Proposal (RFP) for the selection of Solar Power Developer (SPD) for the development of a 10 MW grid-connected Solar Power Project (SPP) in Odisha for the solarization of Konark NAC under the High Visibility Solar Applications Scheme of MNRE on Build-Own-Operate (B-O-O) basis.

Details can be seen from the website www.tenderwizard.com/OREDA or www.oredaorissa.com . Further corrigendum, if any, will be uploaded in these websites only.


Chief Executive

Memo No. 5888 / OREDA

Date 23.12.2020

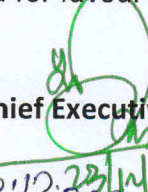
Copy forwarded to the Additional Secretary, MNRE, Govt. of India for favour of information.


Chief Executive

Memo No. 5889 / OREDA

Date 23.12.2020


Copy forwarded to the Principal Secretary, Energy Department, Govt. of Odisha for favour of information.


Chief Executive

Memo No. 5890 / OREDA

Date 23.12.2020


Copy forwarded to M/S KEONICS, A Govt. of Karnataka Undertaking, No.29/1, Race course Road, Bangalore- 560 001 for information and necessary action.


Chief Executive

Memo No. 5891 (7) / OREDA

Date 23.12.2020

Copy forwarded to the Director (Admin) / All Divisional Heads / Publicity Wing / Notice Board / Website of OREDA i.e. www.oredaodisha.com for information and necessary action. The advertisement may please be published in two Odia daily and in one English daily in all editions.


Chief Executive



Request for Proposal (RFP) for the selection of Solar Power Developer (SPD) for the development of a 10 MW grid-connected Solar Power Project (SPP) in Odisha for the solarization of Konark NAC under the High Visibility Solar Applications Scheme of MNRE on Build-Own-Operate (B-O-O) basis

E-procurement Website: www.tenderwizard.com/OREDA

RFP No.: 5887/PD-10/2017/OREDA, dated: 23.12.2020

Contact details:

Odisha Renewable Energy Development Agency (OREDA)
Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.
Phone: (0674) 2588260, 2586398, 2580554, Fax: 2586368
Email: ceoreda@oredaorissa.com. Website: www.oredaorissa.com

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Notice Inviting Tender (NIT)

NIT No.: 5887/PD-10/2017/OREDA, dated: 23.12.2020

Type of bidding: Domestic Competitive Bidding (DCB)

Mode of bidding: Open bidding, Single stage two envelope, E-bidding on Viability Gap Funding (VGF) with a ceiling limit of 1 Cr INR per MW, E-Reverse Auction on the tariff with a ceiling limit of 2.77 INR per kWh in case at least two (2) Bidders quotes a zero VGF in the E-bidding.

Odisha Renewable Energy Development Agency (OREDA) invites Request for Proposal (RFP) for the selection of Solar Power Developer (SPD) for the development of a 10 MW grid-connected Solar Power Project (SPP) in Odisha for the solarization of Konark NAC under the High Visibility Solar Applications Scheme of MNRE on Build-Own-Operate (B-O-O) basis. The SPP will be established in Tentulipada Mouza of Junagarh Block in Kalahandi District, and the Energy generated by the SPP will be accounted for against the consumption of Konark town. Required land for the SPP will be provided by the Department of Energy, Government of Odisha. The Power Purchase Agreement (PPA) and Land Lease Agreement (LLA) shall form an integral part of the RFP.

The Schedule of Events is given below:

Sl. No.	Events	Schedule
1.	Date of publication of RFP on E-procurement Website and OREDA Website	23th Dec 2020
2.	Due date and time for receipt of pre-bid queries on the RFP	29 th Dec 2020, Time: 1:00 PM
3.	Date and time for the pre-bid meeting through online mode only. Meeting invite link on google hangout platform: https://meet.google.com/hvi-sifu-oeey	30 th Dec 2020, Time: 11:30 AM
4.	Due date and time for submission of online copies of Technical Bid and Price Bid	12 th Jan 2021, Time: 5:00 PM
5.	Due date and time for submission of hard copies of Technical Bid for select Bid Forms only	15 th Dec 2021, Time: 1:00 PM
6.	Due date and time for the opening of Technical Bid for both online copies and hard copies, except Price Bid	15 th Jan 2021, Time: 3:00 PM
7.	Due date and time for the opening of online Price Bid, applicable only for the Bidders whose Technical Bids shall be responsive	To be intimated later
8.	Due date and time for E-Reverse Auction, applicable only for the Bidders whose Price Bids shall be responsive	To be intimated later

The RFP providing requisite details about the bidding process shall be made available on the E-procurement Website (www.tenderwizard.com/OREDA) on or before the due date mentioned above. In addition, the RFP will be made available on the OREDA Website (<http://oredaodisha.com/>) for viewing purposes only. The Bidders may write to OREDA at the email id ceoreda@oredaorissa.com for any additional information if needed.

The Bidders are also requested to contact the E-procurement Service Provider (M/s. Tender Wizard) for online registration on the E-procurement Website. The Bidders may contact the E-procurement Service Provider at 080-40482000/ 121/ 133/ 140 and +91 70085 21627 at any time during office hours for any additional information.

Note: OREDA reserves all the right to annul the bidding process and invite fresh Bids without liability or obligation for such invitation and without assigning any reasons.

Chief Executive, OREDA

Disclaimer

To whomsoever it may concern, kindly note the following:

1. This RFP is meant for the exclusive purpose of bidding against this RFP and shall not be transferred, reproduced, or otherwise used for purposes other than that for which it is specifically issued.
2. Though adequate care has been taken to prepare this RFP, the Bidder shall satisfy itself that the RFP is complete in all respect. Intimation of any discrepancy shall be given to OREDA immediately. If no intimation is received from any Bidder in their pre-bid queries, it shall be considered that the RFP is complete in all respects and has been accepted by the Bidder.
3. OREDA reserves all the right to modify, amend, or supplement this RFP by issuing Addendum from time to time.
4. OREDA reserves all the right to extend the timelines mentioned in the Schedule of Events of NIT by issuing Corrigendum from time to time.
5. While the RFP has been prepared in good faith, neither OREDA nor OREDA's employees or advisors make any representation, warranty, express or implied or accept any responsibility or liability, whatsoever, in respect of any statements or omissions or absence herein, or the accuracy, completeness or reliability of the information. OREDA shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability, and completeness of this RFP, even if any loss or damage is caused by any act or omission on OREDA's part.

Exhibit

Definitions

The following definition and abbreviation shall have the meanings hereby assigned to them, as mentioned under the description herewith:

Definitions and abbreviation	:	Description
Addendum	:	shall have the meaning ascribed to it in ITB Clause 1.2.3.3
Affiliate	:	shall mean a Company that, directly or indirectly, <ul style="list-style-type: none">• controls, or• is controlled by, or• is under common control with a Company developing a Project or a member in a Consortium/ JV developing the Project and control means ownership by one Company of at least 50% (fifty percent) of the voting rights of the other Company
Applicable Law	:	shall mean all laws, bye-laws, statutes, treaties, ordinances, rules, policies, regulations applicable in India and the state of Odisha along with amendments, re-enactments, revisions, applications and adaptations thereto made from time to time and in force and effect, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, notifications, guidelines, circulars, orders and interpretations of any Government orders, court or statutory or other body having jurisdiction over the performance of the Scope of Work including applicable permits, as may be in effect at the time of performance of the Scope of Work, provided, however, that if at any time the Applicable Laws are less stringent than the standards set forth in the PPA here too, the standard set forth in this PPA here to, shall be deemed to be the standards under Applicable Laws
Authorized Signatory	:	shall mean the authorized signatory of the Bidder as per the power of attorney and Board Resolution issued by the Bidder
Bid	:	shall have the meaning ascribed to it in ITB Clause 1.3.3.1
BDS	:	shall mean Bid Data Sheet
Clarification	:	shall have the meaning ascribed to it in ITB Clause 1.2.3
COD	:	shall mean actual commercial operation date of the SPP
Coercive Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
Collusive Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
Commissioning	:	shall have the meaning ascribed to it PPA
Company or Companies	:	shall mean the companies incorporated under The Companies Act, 1956/ 2013 (as applicable)
Consortium/ Joint Venture (JV)	:	shall mean a group of two (2) or more Companies, limited to a maximum of three (3) Companies, who will submit their Bid under this RFP
Corrigendum	:	shall have the meaning ascribed to it in ITB Clause 1.2.3.2
Corrupt Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
Day	:	shall mean the calendar day
DC	:	shall mean Direct Current
DCB	:	shall mean Domestic Competitive Bidding
DCDB	:	shall mean Direct Current Distribution Board
DSC	:	shall mean Digital Signature Certificate
Effective Date	:	shall mean the effective date as mentioned in the PPA
E-procurement Service Provider	:	shall mean M/s. Tender Wizard
E-procurement Website	:	shall mean www.tenderwizard.com/OREDA
Equipment	:	shall mean the solar photovoltaic modules, inverters, transformers, transmission lines, etc.
Fraudulent Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2

Definitions and abbreviation	:	Description
Government	:	shall mean Government of India or Government of Odisha, as applicable
Group Company	:	shall mean (i) a Company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the Company or; (ii) a Company in which the Company, directly or indirectly, holds 10% (ten percent) 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 percent) 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 this definition unless it is the SPD or a Member of the Consortium/ JV developing the SPP
Incoterms	:	Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France
INR	:	shall mean Indian Rupees
Integrity Violation	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
ITB	:	shall mean Instructions to Bidders
kW	:	shall mean kilo-Watt
Lead Member	:	shall mean the lead member of the Consortium/ JV, who has more than fifty (50%) subscribed and paid-up equity share capital of the Consortium/ JV at all times until the first year of operation from COD and is designated as the lead member of the Consortium/ JV by the two (2) Other Members of the Consortium/ JV to represent them in the Bid
LLA	:	shall mean Land Lease Agreement
Month	:	shall mean a calendar month
NAC	:	shall mean Notified Area Council
NIT	:	shall mean Notice Inviting Tender
Obstructive Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
OREDA	:	shall mean Odisha Renewable Energy Development Agency
OREDA Website	:	shall mean http://oredaodisha.com/
OREDA's Office Address	:	shall mean S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.
OREDA's Official Email Id	:	shall mean ceoreda@oredaorissa.com
Other Members	:	shall mean the other member(s) of the Consortium/ JV, limited to a maximum of two (2) members, who have less than fifty (50%) subscribed and paid-up equity share capital of the Consortium/ JV at all times until the first year of operation from COD and is designated as other members of the Consortium/ JV that will support the Lead Member of the Consortium/ JV to represent them in the Bid
Parent	:	shall mean a Company, which holds no less than fifty-one percent (51%) equity either directly or indirectly in the SPD developing the SPP
PKI	:	shall mean Public Key Infrastructure
PPA	:	shall mean a Power Purchase Agreement and shall have the meaning

Definitions and abbreviation	:	Description
		ascribed to it in ITB Clause 1.6 and enclosed in Annexure Clause 5.3.1
PPA Tariff	:	shall mean the final tariff quoted by the Successful Bidder at the end of the E-Reverse Auction
Prudent Utility Practices	:	shall mean those practices, methods, acts, equipment specifications, techniques and standards of safety and performance, as may be followed or employed in the performance of the Scope of Work and discharge of the obligations of the Successful Bidder and which (a) are generally accepted internationally for use in the solar power generation industry, taking into account conditions in India and specific to India/Odisha (as applicable), and includes the exercise of that degree of professional skill, diligence and judgment that would ordinarily be expected from a skilled and experienced Successful Bidder in connection with power stations of the same or similar size and type as the project, (b) are commonly used in prudent electric utility engineering, project management and operations, and (c) would be expected to result in performance of the Scope of Work in a manner consistent with Applicable Laws, reliability, health and safety of workers and community, environmental protection, economy and expediency;
PV	:	shall mean Photo Voltaic
QR	:	shall mean Qualification Requirement
RFP	:	shall mean Request for Proposal
Schedule of Events	:	shall have the meaning ascribed to it in the NIT
SOW	:	shall mean the Scope of Work
SPP	:	shall mean the Solar Power Project
SPP Site	:	shall mean the land parcels as mentioned in the LLA situated at Tentulipada Mouza of Junagarh Block in Kalahandi District for the development of the SPP
Successful Bidder	:	shall mean the Successful Bidder who has executed the PPA with GRIDCO
Total Price	:	shall mean the final price considered in the PPA
Ultimate Parent	:	shall mean a Company, which owns not less than fifty-one percent (51%) equity either directly or indirectly in the Parent and Affiliates
UTR	:	shall mean Unique Transaction Reference number
VGF	:	shall mean Viability Gap Funding
Year	:	shall mean the calendar year

Interpretation

In the Bidding Document, except where the context requires otherwise:

- 1.1.1. words indicating one gender include all genders;
- 1.1.2. words indicating the singular also include the plural, and words indicating the plural also include the singular;
- 1.1.3. provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
- 1.1.4. “written” or “in writing” means hand-written, type-written, printed, or electronically made, and resulting in a permanent record; and
- 1.1.5. The marginal words and other headings shall not be taken into consideration in the interpretation of these conditions.

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1. Instruction to Bidders (ITB)

Section 1 (ITB) provides a general overview and contents of RFP along with the preparation, submission, opening, evaluation, comparison of Bids, issuance of letter of intent and execution of Power Purchase Agreement (PPA), etc. Section 1 (ITB) shall be read in conjunction with Section 2 (BDS) and other provisions listed therein, shall be a complete document expressing all terms and conditions. In case of any interpretation issues, Section 2 (BDS), including any associated Addendum, Corrigendum, and Clarification, will supersede Section 1 (ITB).

1.1. General

1.1.1. Scope of RFP

- 1.1.1.1. In connection with the NIT, OREDA issues this RFP containing all the terms and conditions mentioned herein.
- 1.1.1.2. The RFP along with the NIT and any Addendum, Corrigendum, and Clarification, to be issued from time to time, shall be collectively termed as the Bidding Document. In addition, OREDA has enclosed the Power Purchase Agreement (PPA) and the Land Lease Agreement (LLA) that forms an integral part of this RFP. Such a Bidding Document shall be published on the E-procurement Website. In addition, such a Bidding Document shall also be uploaded on OREDA Website, but for viewing purposes only.
- 1.1.1.3. The detailed SOW, including the associated NIT no., RFP No. and other details, are specified in Section 2 (BDS).

1.1.2. Integrity Violation

- 1.1.2.1. The Bidder observes the highest standard of ethics all the time.
- 1.1.2.2. OREDA defines, for the purposes of this provision, the terms set forth below as follows:
 - a) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another Party;
 - b) "Fraudulent Practice" means any act or omission including a misrepresentation that knowingly or recklessly misleads or attempts to mislead a Party to obtain a financial or other benefit or to avoid an obligation;
 - c) "Coercive Practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any Party or the property of a Party to influence improperly the actions of the other Party;
 - d) "Collusive Practice" means an arrangement between two or more Parties designed to achieve an improper purpose, including influencing the actions of other Party improperly;
 - e) "Obstructive Practice" means
 - i. deliberately destroying, falsifying, altering, or concealing of evidence material to OREDA's investigation;
 - ii. making false statements to investigators to materially impede OREDA's investigation;
 - iii. failing to comply with requests to provide information, documents or records in connection with OREDA's investigation;
 - iv. threatening, harassing, or intimidating any Party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- v. materially impeding OREDA's contractual rights of audit or access to information;
 - f) "Integrity Violation" is an act which violates OREDA's policies, including (a) to (e) given above in the ITB Clause 1.1.2.2 and the following abuse, conflict of interest, retaliation against whistleblowers or witnesses, and other violations of OREDA's policies, including failure to adhere to the highest ethical standard.
- 1.1.2.3. OREDA will reject a Bid if it determines that the Bidder has, directly or indirectly through an agent, engaged in Integrity Violation including but limited to any Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice and Obstructive Practice;
- 1.1.2.4. OREDA will impose remedial actions on any Bidder or an individual, at any time, in accordance with its policies and guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in OREDA-managed, -administered, or -supported activities or to benefit from an OREDA-managed, -administered, or -supported, financially or otherwise, if it at any time determines that the Bidder or individual has, directly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice, Obstructive Practice or Integrity Violation; and
- 1.1.2.5. OREDA will have the right to inspect the accounts, records, other documents, etc., of the Bidders and relating to the Bid submission and to have them audited at any point in time.

1.2. Contents of the RFP

1.2.1. Sections of the RFP

- 1.2.1.1. The RFP consists of the following Sections as indicated below and should be read in conjunction with the NIT and any Addendum, Corrigendum and Clarification.
- a) Exhibits
 - i. Definitions
 - ii. Interpretations
 - b) Section 1 – Instructions to Bidders (ITB)
 - c) Section 2 – Bid Data Sheet (BDS)
 - d) Section 3 –Scope of Work (SOW)
 - e) Section 4 –Qualification Requirement (QR)
 - f) Section 5 – Annexure
- 1.2.1.2. OREDA is not responsible for the Bidding Document's completeness if they were not obtained directly from the E-procurement Website.
- 1.2.1.3. The Bidder is expected to examine the complete Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

1.2.2. Clarification on RFP, Site Visit and Pre-Bid Meeting

- 1.2.2.1. A prospective Bidder requiring any clarification on the RFP shall contact at OREDA's Office Address or write to OREDA's Official Email Id, before the pre-bid meeting, in accordance with ITB Clause 1.2.2.2. The queries shall be raised as per the format provided in Annexure Clause 5.4.
- 1.2.2.2. The pre-bid meeting shall be conducted in the manner specified in Section 2 (BDS). The Bidder's designated representative may attend the pre-bid meeting. The purpose of the pre-bid meeting will be to clarify issues and to prepare Clarification against the queries received from the Bidders on any matter that may be raised at that stage. OREDA may respond to any query for providing Clarification in writing, provided that such queries are received as per the timelines given in the NIT and any Corrigendum.

- 1.2.2.3. The Clarification against the queries raised, without identifying the source of the prospective Bidder, may be uploaded on the E-procurement Website and OREDA Website. Any modification to the RFP shall be made by OREDA exclusively through the issue of an Addendum.
- 1.2.2.4. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 1.2.2.5. The Bidder is advised to visit and examine the SPP Site and its surroundings to obtain all information that may be necessary for the preparation of the Bids, as applicable. The cost of visiting the SPP Site shall be at the Bidder's own expense.
- 1.2.2.6. The Bidder and any of its personnel and/ or agents will be granted permission by OREDA to enter the SPP Site for such visit if applicable, but only upon the express condition that the Bidder, its personnel and/ or agents will release and indemnify OREDA and its personnel, agents, etc. from and against any liability in respect thereof, and the Bidder shall be responsible for any death or personal injury, loss of or damage to property, and any other loss, damage, costs, expenses, etc. incurred as a result of the inspection during the SPP Site visit.

1.2.3. Addendum, Corrigendum, and Clarification to the RFP

- 1.2.3.1. At any time, prior to the deadline for submission of Bids, OREDA may issue an Addendum, Corrigendum and Clarification.
- 1.2.3.2. OREDA may, at its discretion, extend the deadline for the submission of Bids by issuing a Corrigendum to give prospective Bidders reasonable time in preparing their Bids. At any point in time, the latest Corrigendum will supersede the Schedule of Events mentioned in the NIT or any previously issued Corrigendum.
- 1.2.3.3. OREDA may, at its discretion, modify or change any specific provisions of terms and conditions of the RFP or any Addendum issued previously by issuing an Addendum for such specific provisions. At any point in time, the provisions provided against a specific Clause in the latest Addendum shall supersede such provisions already provided in the RFP or any previously issued Addendum.

1.3. Preparation of Bids

1.3.1. Cost for preparation of Bid

- 1.3.1.1. The Bidder shall bear all the costs associated with the preparation and submission of the Bid, and OREDA shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.3.2. Language of Bid

- 1.3.2.1. The Bid and all correspondence and documents for any communications exchanged by the Bidder and OREDA shall be written in the English language only.
- 1.3.2.2. Any supporting documents and printed literature that are part of the Bid may be submitted in another language provided they are accompanied by an accurate translation of the relevant passages in the English language only, in which case, for purposes of interpretation of the Bid, such English translation shall govern. In case of any misrepresentations in the English language vis-à-vis another language, OREDA, at its discretion, can reject the Bid submitted by the Bidder on the ground of misrepresentation of the information.

1.3.3. Documents comprising the Bid

- 1.3.3.1. The Bid shall comprise of the Technical Bid and Price Bid. The Technical Bid and Price Bid shall be submitted online pursuant to ITB Clause 1.3.3.2 and ITB Clause 1.3.3.4, respectively, as per all the terms and conditions of the Bidding Document. In addition, the select original hard copies of the Technical Bid shall be submitted pursuant to ITB Clause 1.3.3.3 at OREDA's Office Address.

1.3.3.2. The online submission of the Technical Bid shall comprise the following:

Bid Form	Particulars
<p>Bid Form 1 (Bid Processing Fee)</p>	<p>Copy of the “e-payment” for an amount and other details as mentioned in Section 2 (BDS) already made by the Bidder as per the various e-payment options (credit card, debit card, net banking, etc.) available on the E-procurement Website towards “Bid Processing Fee”.</p> <p>This shall be a non-refundable fee.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 1 of Section 7 (Annexure).</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p>
<p>Bid Form 2 (Cost of Bid)</p>	<p>Copy of the “Demand Draft” for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards “Cost of Bid” issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha.</p> <p>This shall be a non-refundable fee.</p> <p>This shall be payable by all the Bidders, subject to any exemption provided in Section 2 (BDS). In case of an exemption as admissible, the copy of the proof of exemption issued by an appropriate Government authority (as applicable) shall be submitted.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 2 of Section 7 (Annexure).</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p>
<p>Bid Form 3 (Bid Security)</p>	<p>Copy of the “Demand Draft” or “Fixed Deposit Receipt” or “Bank Guarantee” for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards “Bid Security”.</p> <p>In case of a Demand Draft, it shall be issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha.</p> <p>In case of a Fixed Deposit Receipt, it shall be pledged in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha and unconditionally discharged on demand. The Bidders must note that in case of absence of the endorsement that “This Fixed Deposit Receipt shall be unconditionally discharged in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha on demand” on the back of the Fixed Deposit Receipt, such Bid Security shall be liable for rejection.</p> <p>In case of a Bank Guarantee, it shall be issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha with an expiry date and a claim date mentioned in Section 2 (BDS).</p> <p>This shall be payable by all the Bidders, subject to any exemption provided in Section 2 (BDS). In case of an exemption as admissible, the copy of the proof of exemption issued by an appropriate Government authority (as applicable) shall be submitted.</p> <p>This shall be a refundable fee, subject to the various provisions as mentioned in ITB Clause 1.3.7.</p> <p>This is a mandatory submission and shall be submitted as per the</p>

Bid Form	Particulars
	<p>requirements given in Bid Form 3 of Section 7 (Annexure).</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p>
<p>Bid Form 4 (Power of Attorney)</p>	<p>Copy of the “Power of Attorney” issued in the name of the Authorized Signatory of the Bidder supported by the required Board Resolution for submitting the Bid on behalf of the Bidder.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 4 of Section 7 (Annexure).</p> <p>In case of a Consortium/ JV, all the members of the Consortium/ JV, including the Lead Member and Other Members, shall submit their Power of Attorney issued by their respective members.</p>
<p>Bid Form 5 (Covering Letter of Technical Bid)</p>	<p>Copy of the “Covering Letter of Technical Bid” duly signed by the Authorized Signatory and stamped by the Bidder to unconditionally accept all terms of the Bidding Document along with an undertaking of select clauses of the Bidding Document.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 5 of Section 7 (Annexure).</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p>
<p>Bid Form 6 (Technical Qualification)</p>	<p>Copy of the “Technical Qualification” certificate duly signed by the Authorized Signatory and stamped by the Bidder citing the Bidder’s technical qualification as given in QR Clause 4.3.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 6 of Section 7 (Annexure).</p> <p>In case of a Consortium/ JV, any member of the Consortium/ JV, meeting the Technical Qualification shall submit this Bid Form.</p>
<p>Bid Form 7 (Financial Qualification)</p>	<p>Copy of the “Financial Qualification” certificate duly signed and stamped by a chartered accountant citing the Bidder’s financial qualification as given in QR Clause 4.4.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 7 of Section 7 (Annexure).</p> <p>In case of a Consortium/ JV, only the Lead Member of the Consortium/ JV shall submit this Bid Form.</p>
<p>Bid Form 8 (Compliance with the MNRE technical standards)</p>	<p>Copy of the declaration for the “Compliance with the MNRE technical standards” for the Equipment as mentioned in QR Clause 4.2.1.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 8 of Section 7 (Annexure).</p> <p>In case of a Consortium/ JV, any member of the Consortium/ JV, meeting the Technical Qualification along with the Lead Member shall submit this Bid Form.</p>
<p>Bid Form 9 (Self-certificate)</p>	<p>Copy of the declaration of the “Self-certificate” duly signed by the Authorized Signatory and stamped by the Bidder to declare that it has not been debarred/ blacklisted/ defaulted by any Government, agency, Public Sector Undertaking (PSU), institution/ autonomous organizations in the past. In case of any such events, the Bidder shall provide the case details and its current status in the format therein as given in QR Clause 4.1.2.</p>

Bid Form	Particulars
	<p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 9 of Section 7 (Annexure).</p> <p>In case of a Consortium/ JV, all the members of the Consortium/ JV shall submit this Bid Form.</p>
<p>Bid Form 10 (Undertaking for Indigenoussness)</p>	<p>Copy of the “Undertaking for Indigenoussness” certificate duly signed by the Authorized Signatory and stamped by the Bidder to showcase the use all the Equipment in this SPP are indigenous and Made in India, as per the relevant guidelines of the Ministry of New and Renewable Energy (MNRE), Government of India.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 10 of Section 7 (Annexure).</p> <p>In case of a Consortium/ JV, any member of the Consortium/ JV, meeting the Technical Qualification along with the Lead Member shall submit this Bid Form.</p>
<p>Bid Form 11 (No Deviation Certificate)</p>	<p>Copy of the “No Deviation Certificate” duly signed by the Authorized Signatory and stamped by the Bidder stating that the Bidder has not taken any deviation in the Bidding Document.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 11 of Section 7 (Annexure).</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p>
<p>Bid Form 12 (Certificate of registration)</p>	<p>Copy of the “Certificate of registration” issued by an appropriate Government authority in India to showcase the registration details of the Bidder as given in QR Clause 4.1.1.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 12 of Section 7 (Annexure).</p> <p>In case of a Consortium/ JV, all the members of the Consortium/ JV shall submit this Bid Form.</p>
<p>Bid Form 13 (PAN)</p>	<p>Copy of the “PAN” card of the Bidder.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 13 of Section 7 (Annexure).</p> <p>In case of a Consortium/ JV, all the members of the Consortium/ JV shall submit this Bid Form.</p>
<p>Bid Form 14 (GST Certificate)</p>	<p>Copy of the “GST Certificate” of the Bidder.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 14 of Section 7 (Annexure).</p> <p>In case of a Consortium/ JV, all the members of the Consortium/ JV shall submit this Bid Form.</p>
<p>Bid Form 15 (Income Tax Return)</p>	<p>Copy of the last three (3) assessment year’s “Income Tax Return” filing document.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 15 of Section 7 (Annexure).</p> <p>In case of a Consortium/ JV, all the members of the Consortium/ JV shall submit this Bid Form.</p>
<p>Bid Form 16 (Quality)</p>	<p>Copy of the declaration of “Quality Assurance” of the Bidder as given in QR Clause 4.2.2.</p>

Bid Form	Particulars
Assurance)	<p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 16 of Section 7 (Annexure).</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p>
Bid Form 17 (Summary of the Bidder)	<p>Copy of the “Summary of the Technical Bid” in Microsoft .xls or .xlsx format as per the checklist given therein.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 17 of Section 7 (Annexure).</p> <p>In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.</p>

1.3.3.3. The hardcopy submission of the Technical Bid shall comprise the following:

Bid Form	Particulars
Bid Form 2 (Cost of Bid)	<p>Original of the “Demand Draft” for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards “Cost of Bid” issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha.</p> <p>This shall be a non-refundable fee.</p> <p>This shall be payable by all the Bidders, subject to any exemption provided in Section 2 (BDS). In case of an exemption as admissible, the copy of the proof of exemption issued by an appropriate Government authority (as applicable) shall be submitted.</p> <p>This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 2 of Section 7 (Annexure).</p>
Bid Form 3 (Bid Security)	<p>Original of the “Demand Draft” or “Fixed Deposit Receipt” or “Bank Guarantee” for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards “Bid Security”.</p> <p>In case of a Demand Draft, it shall be issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha.</p> <p>In case of a Fixed Deposit Receipt, it shall be pledged in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha and unconditionally discharged on demand. The Bidders must note that in case of absence of the endorsement that “This Fixed Deposit Receipt shall be unconditionally discharged in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha on demand” on the back of the Fixed Deposit Receipt, such Bid Security shall be liable for rejection.</p> <p>In case of a Bank Guarantee, it shall be issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha with an expiry date and a claim date mentioned in Section 2 (BDS).</p> <p>This shall be payable by all the Bidders, subject to any exemption provided in Section 2 (BDS). In case of an exemption as admissible, the copy of the proof of exemption issued by an appropriate Government authority (as applicable) shall be submitted.</p> <p>This shall be a refundable fee, subject to the various provisions as mentioned in ITB Clause 1.3.7.</p>

Bid Form	Particulars
	This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 3 of Section 7 (Annexure).
Bid Form 4 (Power of Attorney)	Original of the “ Power of Attorney ” issued in the name of the Authorized Signatory of the Bidder supported by the required Board Resolution for submitting the Bid on behalf of the Bidder. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 4 of Section 7 (Annexure).

1.3.3.4. The Price Bid shall comprise the following:

Bid Form	Particulars
Bid Form 18 (Covering Letter of Price Bid)	Copy of the “ Covering Letter of Price Bid ” duly signed by the Authorized Signatory and stamped by the Bidder to unconditionally accept all terms of the Bidding Document. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 18 of Section 7 (Annexure). In case of a Consortium/ JV, the Lead Member shall submit this Bid Form.
Bid Form 19 (Price Bid)	Copy of the “ Price Bid ” duly signed by the Authorized Signatory and stamped by the Bidder mentioning the price for the Bid. This is a mandatory submission and shall be submitted in Microsoft xls. or .xlsx format only as per the requirements given in Bid Form 19 of Section 7 (Annexure). In case of a Consortium/ JV, the Lead Member shall submit this Bid Form. The Bidders, including its Parent, Affiliate or Ultimate Parent or any Group Company, shall submit a single Bid submitting a single Price Bid. The VGF, with a ceiling limit of 1 Crore INR per MW) in the Price Bid shall be quoted up to two (2) places of decimal only. If it is quoted with more than two (2) digits after the decimal, it shall be ignored after the first two decimal places. (E.g., if the VGF is quoted as 0.857 Crore INR per MW, then it shall be considered as 0.85 Crore INR per MW). The Bidders who do not require any VGF can quote zero VGF in their Price Bid.

1.3.3.5. For online submission of the Technical Bid and Price Bid, the Bidder shall submit each Bid Form as a separate copy and name the Bid Form as given under the column “Bid Form” given in ITB Clause 1.3.3.2 and ITB Clause 1.3.3.4. **For example, the name of the online copy while uploading Form 1 shall be “Bid Form 1 (Bid Processing Fee)”** to be submitted either in .pdf or .jpg or .jpeg format.

1.3.3.6. The Bid Forms must be submitted without any alterations to the text, and no substitutes shall be accepted in whatsoever condition, else the Bids shall be liable for rejection.

1.3.3.7. In case a submission is a mandatory submission as per all terms of the Bidding Document, then the Bidder shall adhere to the same, else the Bids shall be liable for rejection.

1.3.4. Bid Prices

1.3.4.1. The Bidder shall fill in the Price Bid in line with the instructions mentioned in the Price Bid format as given under Bid Form 19.

1.3.4.2. The Bid prices in the Price Bid shall be made at the SPP Site basis, which means that the Bidder shall be responsible for bringing all Equipment to be used in this SPP at the SPP Site and maintain it in their safe custody as per the terms and conditions of the RFP.

1.3.5. Currencies of Bid and Payment

1.3.5.1. The Price Bid shall be quoted by the Bidder entirely in the currency "Indian Rupees" or "INR".

1.3.6. Period of Validity of Bids

1.3.6.1. Bids shall remain valid for the time period specified in Section 2 (BDS) from the last date of Bid submission as prescribed in the NIT or its subsequent Corrigendum. A Bid valid for a shorter period than the above shall be liable for rejection.

1.3.6.2. In exceptional circumstances, prior to the expiration of the Bid validity period, OREDA may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 1.3.7, it shall also be extended suitably beyond the deadline of the extended validity period on a mutual basis beyond the initial validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

1.3.7. Bid Security

1.3.7.1. The Bidder shall furnish Bid Security as per the Bid Form 3 pursuant to ITB Clause 1.3.3.2.

1.3.7.2. Unless otherwise specified in Section 2 (BDS), any Bid not accompanied by a fully compliant Bid Security in case one is required in accordance with ITB Clause 1.3.7.1, shall be liable for rejection by OREDA as non-responsive Bid.

1.3.7.3. If a Bid Security is specified pursuant to ITB Clause 1.3.7.1, the Bid Security of unsuccessful Bidders may be returned within a time period of thirty (30) Days upon the Successful Bidder submitting the required Performance Security pursuant to ITB Clause 1.6.2.4.

1.3.7.4. If a Bid Security is specified pursuant to ITB Clause 1.3.7.1, the Successful Bidder's Bid Security may be returned within a time period of thirty (30) Days upon the Successful Bidder submitting the required Performance Security pursuant to ITB Clause 1.6.2.4.

1.3.7.5. The Bid Security received against the previous RFPs shall not be adjusted towards the Bid Security to be submitted against this RFP.

1.3.7.6. The Bid Security shall be forfeited,

- a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the respective Covering Letters of Technical Bid and Price Bid; or
- b) if the Successful Bidder fails to
 - i. sign the PPA pursuant to ITB Clause 1.6;
 - ii. furnish the Performance Security pursuant to ITB Clause 1.6.2.4; or
 - iii. accept the arithmetical correction of its Price Bid pursuant to ITB Clause 1.5.6;

1.3.8. Format and Signing of Bid

1.3.8.1. The Bid Form as given in ITB Clause 1.3.3 or any electronic form, if any and as available on the E-procurement Website, or any external form in Microsoft .xls or .xlsx format for the Technical Bid and the Price Bid shall be duly filled and scanned copies or Microsoft .xls or .xlsx or electronic form as available on the E-procurement Website shall be duly uploaded as per the instructions mentioned in ITB Clause 1.4.1.1, unless a specific instruction provided therein in the Bidding Document.

1.3.8.2. The original documents of the Bid shall be typed or written in indelible ink and shall be signed by the Authorized Signatory supported by the seal of the Bidder. In case the original documents are issued by any third party (for example - the chartered accountant, etc.), then the same shall be signed by a person duly authorized to sign on behalf of the third party supported by the seal of the third party along with other details as required.

- 1.3.8.3. The name and position held by each person signing or accepting the authorization must be typed or printed below the signature.
- 1.3.8.4. Any amendments such as interlineations, erasures, or overwriting shall be valid only if signed or initialed by the person signing the Bid.

1.4. Submission and Opening of Bids

1.4.1. Sealing and Marking of Bids

- 1.4.1.1. The Technical Bid and Price Bid shall be submitted as per the procedures mentioned in Section 2 (BDS).

1.4.2. Deadline for submission of Bids

- 1.4.2.1. The Bids must be submitted to OREDA through E-procurement Website only and no later than the date and time indicated in the NIT or any Corrigendum.
- 1.4.2.2. OREDA may, at its discretion, extend the deadline for the submission of Bids through the publication of a Corrigendum in accordance with ITB Clause 1.2.3.2, in which case all rights and obligations of OREDA and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

1.4.3. Late Bids

- 1.4.3.1. OREDA shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 1.4.2. Any Bid (either online or offline) received by OREDA after the deadline for submission of Bids shall be declared as a late Bid. Such late Bids shall be liable for rejection online, and the online copy of the Bid uploaded on the E-procurement Website shall be sent unopened to "Archive" and shall not be considered at all any further for evaluation. In such a case, the hardcopies in the original form shall be returned unopened to the Bidder.

1.4.4. Withdrawal, Substitution, and Modification of Bids

- 1.4.4.1. A Bidder may withdraw, substitute, or modify its Technical Bid or Price Bid after it has been submitted as per the procedure mentioned in the E-procurement Website and the instructions mentioned in ITB Clause 1.4.1.1.
- 1.4.4.2. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of Bid validity period specified by the Bidder on the Covering Letters of Technical Bid and Price Bid or any extension thereof as per the terms of Bidding Document.
- 1.4.4.3. Bidder may modify or withdraw their Bids through the relevant provisions on the E-procurement Website until the last date for submission of Bid as per the timelines mentioned in the NIT or any Corrigendum.
- 1.4.4.4. The Bidders may modify, resubmit, or withdraw their Bids as per the provisions given on the E-procurement Website.
- 1.4.4.5. In the case of original hard copies of the Bidder, such Bids will be considered based on the latest submission made by the Bidder. In such a case, any previous original hard copies shall be returned unopened to the Bidder.

1.4.5. Acceptance/ rejection of the Bids

- 1.4.5.1. The Bids submitted by the Bidders shall be liable for rejection in case
 - a) Any incomplete or non-submission of any mandatory Bid Form or document mentioned under online or hardcopy submission of Technical Bid pursuant to ITB Clause 1.3.3.2 and ITB Clause 1.3.3.3.
 - b) Any incomplete or non-submission of any mandatory Bid Form or document mentioned under the online submission of Price Bid pursuant to ITB Clause 1.3.3.4.

- c) Late Bids received as per ITB Clause 1.4.3.
- d) Canvassing, in any manner, shall not be entertained and will be viewed seriously and shall be liable for rejection.
- e) The Bids are found non-responsive pursuant to all the relevant clauses in the Bidding Document.

1.4.6. Technical Bid Opening

1.4.6.1. Technical Bid (Online and hard copies)

- a) **Online Technical Bid:**
 - i. OREDA shall open the online Technical Bids on the E-procurement Website as per the timelines mentioned in the NIT or any Corrigendum.
- b) **Hardcopies of Technical Bid:**
 - i. OREDA shall open the hard copies of the Technical Bids at OREDA's Office Address as per the timelines mentioned in the NIT or any Corrigendum. Such Technical Bid shall be opened in the presence of Bidders' designated representatives who chooses to attend. In such cases, the Bidder's designated representative must carry a letter of authorization issued by the Bidder's Authorized Signatory.
 - ii. The Bidders' representatives who are present during the opening of hard copies of the Technical Bids may be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.
- c) OREDA shall prepare a record of the opening of Technical Bids as per the internal guidelines notified from time to time.

1.5. Evaluation and Comparison of Bids

1.5.1. Confidentiality

- 1.5.1.1. Information relating to the examination, evaluation, comparison, and post-qualification of Bids and recommendation for the signing of PPA, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on the issuance of Work Order is communicated to all Bidders unless it is specifically required by OREDA to do such disclosure as per the specific requirements.
- 1.5.1.2. Any attempt by a Bidder to influence OREDA's decision in the evaluation of the Bids or issuance of Work Order may result in the rejection of its Bid.
- 1.5.1.3. Notwithstanding ITB Clause 1.5.1.2, from the time of Bid opening to the time of issuance of Work Order, if any Bidder wishes to contact OREDA on any matter related to the bidding process, may do so in writing only.

1.5.2. Clarification of Bids

- 1.5.2.1. To assist in the examination, evaluation, and comparison of the Technical Bid and Price Bid, OREDA may, at its discretion, ask any Bidder for a clarification of its Bid. OREDA's request for clarification and the response shall be in writing only. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted. OREDA reserves all the rights to evaluate any such response received from the Bidder based on the clarification to be sought.
- 1.5.2.2. If a Bidder does not clarify its Bid by the date and time set in OREDA's request for clarification, such Bid shall be liable for rejection.

1.5.3. Examination of Technical Bids

- 1.5.3.1. OREDA shall examine the Technical Bid to confirm that all documents and information requested in ITB Clause 1.3.3.2 for online submission and ITB Clause 1.3.3.3 for hardcopy submission have been provided to assess the completeness of the Technical Bid.
- 1.5.3.2. OREDA shall confirm that all the requirements have been provided in the Technical Bid in all respect. If any of the documents or information is missing, the Bid shall be liable for rejection.

1.5.4. Responsiveness of Technical Bid

- 1.5.4.1. OREDA's determination of a Technical Bid's responsiveness shall be strictly based on the contents of the Technical Bid, as mentioned in ITB Clause 1.3.3.2 and ITB Clause 1.3.3.3.
- 1.5.4.2. If a Bid is not responsive to the requirements of the RFP, it shall be liable for rejection by OREDA and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

1.5.5. Qualification of the Bidder

- 1.5.5.1. OREDA shall determine its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying requirements specified in Section 4 (QR).
- 1.5.5.2. The determination shall be based upon examining the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 1.3.3.
- 1.5.5.3. An affirmative determination shall be a pre-requisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result in the disqualification of the Bid.

1.5.6. Price Bid (online) opening as part of E-bidding:

- 1.5.6.1. The Price Bids shall be opened online after the complete evaluation of the Technical Bids by OREDA. OREDA shall open the online Price Bids on the E-procurement Website as per the timelines mentioned in the NIT or any Corrigendum.
- 1.5.6.2. OREDA shall conduct the opening of the Price Bids for all Bidders who are responsive in their Technical Bids after the evaluation being conducted by OREDA pursuant to the above Clauses mentioned under ITB Clause 1.5.
- 1.5.6.3. The Bid evaluation will be carried out based on the VGF quoted by the Bidders in their respective Price Bids. The VGF shall be a maximum of one (1) Crore INR per MW. Those Bids where the VGF quoted is more than 1 Crore INR per MW shall be summarily rejected. All the eligible Price Bids will be arranged in the descending order of their quoted VGF, starting from the Bidder quoting the lowest VGF to the Bidder quoting the highest VGF.
- 1.5.6.4. The Successful Bidder will be selected through the below process:
 - a) In case at least two (2) Bidders are quoting zero (0) VGF in their Price Bids, then the Successful Bidder shall be selected as per the procedure mentioned in ITB Clause 1.5.7 for the finalization of the PPA Tariff.
 - b) In case a single Bidder is quoting zero (0) VGF in the Price Bid, then such a Bidder shall be declared as the Successful Bidder. In such cases, the PPA Tariff will be finalized at 2.77 INR per kWh with zero (0) VGF.
 - c) In case a single Bidder is quoting the lowest positive VGF in the Price Bid, then such a Bidder shall be declared as the Successful Bidder. In such cases, the PPA Tariff will be finalized at 2.77 INR per kWh with the lowest quoted VGF in the Price Bid.
 - d) In case at least two (2) Bidders are quoting the lowest positive VGF in their Price Bids, then the Bidder submitting the online Technical Bid and Price Bid earlier in terms of the timestamp recorded in the E-Procurement Website shall be declared as the Successful Bidder. In case the timestamp for submission is the same for multiple Bidders, then a draw of lots shall be made to select the Successful Bidder. In such cases, the PPA Tariff will be finalized at 2.77 INR per kWh with the lowest quoted VGF in the Price Bid.

1.5.7. E-Reverse Auction on PPA Tariff (ceiling limit of 2.77 INR per kWh):

1.5.7.1. In case at least two (2) Bidders are quoting zero (0) VGF in their Price Bids, then such Bidders can only participate in the E-Reverse Auction to quote their tariff less than the ceiling limit of tariff fixed at 2.77 INR per kWh.

1.5.7.2. The shortlisted Bidders for E-Reverse Auction will be able to login into the E-procurement Website fifteen (15) minutes before the start time of E-Reverse Auction.

- a) The initial auction period will be for a period of thirty (30) minutes.
- b) An auto extension shall be made for another eight (8) minutes from the 'scheduled closing time as per the initial auction period' in case any Bidder quotes tariff less than the lowest tariff in the auction floor in the last eight (8) minutes of the initial auction period.
- c) Subsequently, in case any Bidder quotes tariff less than the lowest tariff in the auction floor during the auto extended auction period then an auto extension shall be made for another eight (8) minutes from the 'scheduled closing time as per the extended auction period' and so on until there is no valid bid received in any of the extended auction period.
- d) If no such valid quote for the tariff less than the lowest tariff in the auction floor is received during the last eight (8) minutes of the initial auction period or any extended auction period, then the E-Reverse Auction process will get automatically closed.
- e) The minimum decrement value for tariff shall be in the multiples of 0.01 INR per kWh.
- f) The Bidders can only quote any value lower than the lowest tariff quoted by any Bidder considering the minimum decrement value mentioned in the previous clause. However, at any stage, an increase in tariff will not be permissible. Bidders can quote a valid bid by quoting a tariff lower than the lowest tariff quoted by any Bidders on a real-time basis in the auction floor.
- g) The Bidder shall not have the option of changing the SPP capacity while quoting the tariff during E-Reverse Auction.

1.5.7.3. The Bidder quoting the lowest tariff shall be declared the Successful Bidder at the closure of the E-Reverse Auction. In such cases, the PPA Tariff will be finalized at the lowest tariff (L1) discovered during the E-Reverse Auction with zero (0) VGF.

In all cases, OREDA's decision regarding selection of Bidder through E-Reverse Auction or otherwise based on VGF or PPA Tariff or annulment of the process, as applicable, shall be final and binding on all participating Bidders.

1.5.8. Correction of Arithmetical Errors

1.5.8.1. During the evaluation of Price Bids, OREDA shall correct arithmetical errors on the following basis:

If there is a discrepancy between words and figures, the amount in words shall prevail.

1.5.8.2. If the Bidder that submitted the lowest evaluated (L1) Bid does not accept the correction of errors, its Bid shall be disqualified, and its Bid Security shall be forfeited.

1.5.9. OREDA's right to accept any Bid and to reject any or all Bids

1.5.9.1. OREDA reserves all the right to accept or reject any Bid or to annul the bidding process or reject all Bids at any time prior to the issue of Work Order, without thereby incurring any liability to Bidders. In case of annulment, the Bids shall be liable for rejection online, and the online copy of the Bid uploaded on the E-procurement Website shall be sent unopened to "Archive" and shall not be considered at all any further for evaluation. In such a case, the hardcopies in the original form shall be returned unopened to the Bidder.

1.6. Signing of Power Purchase Agreement

1.6.1. Award Criteria

1.6.1.1. The Successful Bidders shall be selected as per the allocation procedures mentioned in ITB Clause 1.5.

1.6.2. Issue of PPA

1.6.2.1. Prior to the expiry of the period of Bid validity, OREDA shall notify the Successful Bidder, in writing, that its Bid has been accepted. At the same time, OREDA may also notify all other Bidders of the results of the bidding. In addition, OREDA may publish the results on the OREDA Website and E-procurement Website.

1.6.2.2. OREDA shall issue an execution version of the PPA and LLA along with other necessary documents to the Bidder whose revised VGF or PPA Tariff has been determined to be the lowest evaluated (L1) Bid as an outcome of the E-Reverse Auction process and is responsive to the Bidding Document, provided further that the Bidder is determined to be qualified for the issuance of PPA and LLA along with other necessary documents satisfactorily.

1.6.2.3. Upon receiving the PPA, the Successful Bidder shall fulfill all other requirements given under the PPA and submit the below mentioned critical documents within a maximum time period of forty-five (45) Days from the date of intimation of PPA and provide its acceptance, without any fail, else such Bids shall be liable for rejection and the Bid Security shall be forfeited.

Sl. No	Critical documents
1.	Acceptance to the intimation letter to sign the PPA and LLA along with other necessary documents stamped with an official seal, date, and its official submission in original
2.	Signing of PPA at the corporate office of Grid Corporation of Odisha Limited (GRIDCO), Janpath, Bhoi Nagar, Bhubaneswar, Odisha 751022. In this regard, the Successful Bidder shall fix up a date and time for the signing of the PPA with GRIDCO. The PPA will be executed through two (2) originals, of which GRIDCO will retain one original and handover the other original to the Successful Developer.
3.	Signing of LLA at the Department of Energy, Government of Odisha, Kharavel Bhawan, Gopabandhu Marg, Keshari Nagar, Bhubaneswar, Odisha 751001. In this regard, the Successful Bidder shall fix up a date and time for the signing of the LLA with the Department of Energy. The LLA will be executed through two (2) originals, of which Department of Energy will retain one original and handover the other original to the Successful Developer.
4.	Submission of Performance Security as per ITB Clause 1.6.2.4
5.	Submission of a Detailed Workplan in line with the Timelines mentioned in the Bidding Document for the implementation of the SPP
6.	Submission of an SPP Site survey technical report after visiting the designated SPP Site
7.	Contact information of various OEMs for the solar photovoltaic module, inverter and balance of systems for the implementation of the SPP
8.	Single line diagram of the SPP
9.	Detailed drawings and designs of the SPP
10.	Design document of the module mounting structure and pole mounting structure of the SPP along with a STAD pro analysis report as a part of the mandatory submission to sustain a wind speed of 200 km per hour for the module mounting structures
11.	In case of a Consortium/ JV, the Consortium/ JV Agreement shall be submitted as per the format given under Annexure Clause 5.6

It can be noted that a new SPV shall be formed by the members of the Consortium/ JV mandatorily for developing the SPP under The Companies Act, 2013. The Successful Bidder shall submit the registration certificate of the SPV within a maximum time period of forty-five (45) Days from the date of intimation of PPA. Further, the Bidder shall submit the PAN and GST certificate of the SPV within a maximum time period of sixty (60) Days from the date of intimation of PPA.

1.6.2.4. Failure of the Successful Bidder to complete all the formalities mentioned in the intimation letter pursuant to ITB Clause 1.6.2.3 shall constitute sufficient grounds for the annulment of the execution of PPA and forfeiture of the Bid Security. In that event, OREDA may issue the intimation for signing the PPA and completion of the related formalities to the next lowest evaluated (L2, L3, and so on in sequence) Successful Bidder at the same lowest evaluated (L1) price quoted by the first Successful Bidder. In all cases, the Bid of the Successful Bidder shall be responsive and is determined by OREDA to be qualified to complete the formalities satisfactorily. In case any of the Bidder from L2, L3, and so on in sequence does not accept the offer, then OREDA shall have the right to select the Successful Bidder or annul the bidding process, at its own discretion.

1.6.3. Performance Security

1.6.3.1. Within fifteen (15) Days of the receipt of the intimation from OREDA as per ITB Clause 1.6.2.1, the Successful Bidder shall furnish the Performance Security as per the format enclosed in the indicative PPA. In case of a Consortium/ JV, the Lead Member of the Consortium/ JV shall submit this Performance Security.

1.6.3.2. The Performance Security shall be denominated in Indian Rupees only.

1.6.3.3. The Performance Security shall be submitted as per the details given in Section 2 (BDS). The Performance Security shall be submitted only in the form of a Bank Guarantee, and the Bank Guarantee shall be issued in favour of Chief Executive, OREDA payable at Bhubaneswar, Odisha for an amount, expiry date and claim date as mentioned in Section 2 (BDS).

2. Bid Data Sheet (BDS)

Section 2 (BDS) shall supplement the Clauses mentioned in Section 1 (ITB). Whenever there is a conflict or interpretation issue, the provisions herein shall prevail over those in Section 2 (BDS). The Clause number of Section 2 (BDS) is the corresponding Clause number of Section 1 (ITB).

2.1. Specific provisions of ITB

BDS Clause reference	ITB Clause reference	Detailed Clause		
2.1.1.	ITB Clause 1.1.1.3	<p>Name of the SPP: Development of a 10 MW grid-connected Solar Power SPP (SPP) in Odisha for the solarization of Konark NAC under the High Visibility Solar Applications Scheme of MNRE on “Build-Own-Operate” (B-O-O) basis RFP No.: 5887/PD-10/2017/OREDA, dated: 23.12.2020</p>		
2.1.2.	ITB Clause 1.2.2.2	The pre-bid meeting shall be conducted through an online mode as per the meeting access details give in the NIT or any Corrigendum.		
2.1.3.	ITB Clause 1.3.3.2 and ITB Clause 1.3.3.3	<p>Bid Security</p> <p>No Bid Security will be collected as per the notification issued by the Ministry of Finance, Government of India. In this regard, the Bidder is not required to submit the Bid Form 3.</p>	<p>Cost of Bid</p> <p>10,000 INR + GST</p>	<p>Bid Processing Fee</p> <p>5,000 INR + GST</p>
		<p>Note: The Bidder who is exempted to pay the Cost of Bid shall produce the relevant certificates issued by the Government.</p> <p>The Bid Processing Fee shall be made in favour of “KSEDC Limited” payable at “Bengaluru”.</p>		
2.1.4.	ITB Clause 1.3.6.1	Bid validity period: Nine (9) Months from the last date of Bid submission.		
2.1.5.	ITB Clause 1.4.1.1	<p>Procedure for submission of Bid:</p> <ul style="list-style-type: none"> • For participating in the Bid, it is mandatory to procure the Digital Signature Certificate (DSC) of class-III only. • The Bidders are advised to register their user id, password, and company id on the E-procurement Website by clicking on the hyperlink “Register Me” to fill in the online registration form. • The unregistered Bidders are required to pay a registration fee in favour of M/s. KSEDC Limited (Karnataka State Electronics Development Corporation Limited) payable at Bangalore on the E-procurement Website through e-payment mode only as per the instruction given therein. • As soon as the verification is done by the E-procurement Website, the user id will be enabled/ provided. • After viewing the RFP on the E-procurement Website, if the Bidder intends to submit its Bid, the Bidder shall use the user id and password that has been received after registration and use the DSC. The step-by-step instructions are given below: <ul style="list-style-type: none"> - Insert the Public Key Infrastructure (PKI), which consists of the DSC in the system. Ensure that the necessary software of PKI has been installed. - Click/ Double Click to open the Microsoft Internet Explorer - Go to Start > Programs > Internet Explorer. Type the E-procurement Website address “www.tenderwizard.com/OREDA” in the address bar of Internet Explorer to access the Login Screen. 		

BDS Clause reference	ITB Clause reference	Detailed Clause																				
		<ul style="list-style-type: none"> - Enter user id and password, click on “Go”. - Click on “Click here to login” to select the DSC and enter the DSC Password. Re-enter the user id and password. - Click “Un Applied” to view/ apply for a new RFP. - Click on the “Request” icon for online requests. After making the request, the Bidder shall pay the requisite Bid Processing Fee (as indicated in the NIT) through e-payment mode only available on the E-procurement Website. The Bidders can download the Bidding Document by following the below steps. <ul style="list-style-type: none"> o Click on the “Show Form” icon. o Bidding Document will appear on the screen. o Click “Click here to download” to download the Bidding Document. • All the softcopies of the Bid shall be properly scanned and shall be legible and such softcopies shall be either uploaded in .pdf or .jpg or .jpeg format. • Prior to submission, verify whether all the required documents as a part of Technical Bid and Price Bid have been attached and uploaded against the particular Bidding Document or not. • The Price Bid shall be uploaded on the E-procurement Website only in Microsoft .xls or .xlsx format only. By no other means, except online through E-procurement Website, the Price Bid shall be accepted for evaluation of the Bids. • The hardcopies as required to be submitted shall be submitted OREDA’s Office Address as per the timelines mentioned in NIT or any Corrigendum. • Please note down or take a print of the bid control number once it is displayed on the screen. • Bid opening events can be viewed online. • The Bids submitted by one Bidder can be viewed by other Bidders. 																				
2.1.6.	ITB Clause 1.6.3.3	<p>Performance Security: The Performance Security for achieving the Scheduled Commercial Operation Date (SCOD) shall be submitted for an amount of 3 Lakhs INR per MW, totaling 30 Lakhs INR in the form of a bank guarantee, in four (4) parts as given in the table below. The bank guarantee will be reduced by five percent (5%) each year and fully returned in four (4) Years.</p> <table border="1" data-bbox="480 1317 1374 1935"> <thead> <tr> <th>BG no.</th> <th>Amount</th> <th>Expiry date</th> <th>Claim date</th> </tr> </thead> <tbody> <tr> <td>BG 1</td> <td>Five percent (5%) of total bank guarantee amount</td> <td>Nine (9) Months from the date of issuing intimation letter to sign PPA and LLA</td> <td>Twelve (12) Months from the date of expiry</td> </tr> <tr> <td>BG 2</td> <td>Five percent (5%) of total bank guarantee amount</td> <td>Twenty-One (21) Months from the date of issuing intimation letter to sign PPA and LLA</td> <td>Twelve (12) Months from the date of expiry</td> </tr> <tr> <td>BG 3</td> <td>Five percent (5%) of total bank guarantee amount</td> <td>Thirty (30) Months from the date of issuing intimation letter to sign PPA and LLA</td> <td>Twelve (12) Months from the date of expiry</td> </tr> <tr> <td>BG 4</td> <td>Eighty Five percent (85%) of total bank guarantee amount</td> <td>Forty-Two (42) Months from the date of issuing intimation letter to sign PPA and LLA</td> <td>Twelve (12) Months from the date of expiry</td> </tr> </tbody> </table> <p>OREDA will have the right to encash the bank guarantee, if the SPD fails to operate the SPP or fails to produce energy or the SPP is left idle for any reason</p>	BG no.	Amount	Expiry date	Claim date	BG 1	Five percent (5%) of total bank guarantee amount	Nine (9) Months from the date of issuing intimation letter to sign PPA and LLA	Twelve (12) Months from the date of expiry	BG 2	Five percent (5%) of total bank guarantee amount	Twenty-One (21) Months from the date of issuing intimation letter to sign PPA and LLA	Twelve (12) Months from the date of expiry	BG 3	Five percent (5%) of total bank guarantee amount	Thirty (30) Months from the date of issuing intimation letter to sign PPA and LLA	Twelve (12) Months from the date of expiry	BG 4	Eighty Five percent (85%) of total bank guarantee amount	Forty-Two (42) Months from the date of issuing intimation letter to sign PPA and LLA	Twelve (12) Months from the date of expiry
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BDS Clause reference	ITB Clause reference	Detailed Clause
		<p>for over one (1) Year and the SPP doesn't meet the annual minimum generation criteria as per PPA.</p> <p>The bank guarantee submitted towards the Performance Security may be returned within a maximum period of thirty (30) Days of the expiry date of the BG.</p> <p>The bank guarantee can be extended as per the requirement from OREDA from time to time in the interest of the SPP to achieve Commissioning.</p>

3. Scope of Work (SOW)

Section 3 (SOW) contains about the SPP, roles, and responsibilities of the individual Parties, Equipment requirements, Technical Specifications, Designs and Drawings, Spares, Timelines, etc. that describe the SOW under the RFP.

3.1. About the SPP

3.1.1. Introduction

- 3.1.1.1. "Solarization of Konark" is a project sanctioned under the "High Visibility Solar Applications Scheme" of MNRE, Government of India. The broad objective of the project is to minimize the overall carbon footprint of the Konark NAC through the replacement of conventional grid power by solar energy. This primarily entails the installation of a 10 MW grid-connected SPP to make Konark a Z-NET NAC. In addition, it will support GRIDCO to meet the solar RPO requirement apart from other perceived benefits of potential saving in power purchase cost for GRIDCO, employment generation, etc.
- 3.1.1.2. This SPP will be developed with VGF with a maximum permissible VGF of 1 Cr INR per MW totaling 10 Cr INR for 10 MW, notified through the MNRE sanction order no. 322/8/2019-NSM dated 19 May 2020.
- 3.1.1.3. This Scope of Work shall be for the selection of Solar Power Developer (SPD) for the development of a 10 MW grid-connected Solar Power Project (SPP) in Odisha for the solarization of Konark NAC under the High Visibility Solar Applications Scheme of MNRE on Build-Own-Operate (B-O-O) basis, this bidding process has been initiated.
- 3.1.1.4. As part of the Government of India's target to achieve a cumulative capacity of 100 GW solar photovoltaic installation by the year 2022, OREDA wishes to invite Bids for the selection of SPD to develop a 10 MW grid-connected SPP in Odisha for the solarization of Konark NAC under the High Visibility Solar Applications Scheme of MNRE on B-O-O basis. OREDA shall award the SPP to the Successful Bidder/ SPD to be selected after completion of the E-Reverse Auction in line with all the provisions of RFP.
- 3.1.1.5. The energy generated from the SPP shall be solely for the procurement of GRIDCO on payment of PPA Tariff as a result of the completion of E-reverse auction. The PPA Tariff shall be inclusive of all statutory taxes, duties, levies, cess etc. if applicable as on the last date of Bid submission. The PPA Tariff is a single levelized tariff for the SPP and shall be applicable for all the 25 years of PPA period.

3.1.2. Objectives

The objectives of implementing this SPP are to:

- 3.1.2.1. Make the Konark NAC area a Z-net town by supplying solar energy from the SPP;
- 3.1.2.2. Support GRIDCO in meeting the solar RPO;
- 3.1.2.3. Reduce carbon footprint to an extent of 20,000tons per annum for a period of twenty-five (25) years; and
- 3.1.2.4. Generate local employment.

3.2. Roles and Responsibilities

3.2.1. Roles and Responsibilities of the SPD

The SPD undertakes to be responsible solely, at SPD's own cost and risk, for the following

- 3.2.1.1. The SPD shall be responsible for the performance of the obligations mentioned in the RFP, any Addendum, any Corrigendum, any Clarification, Power Purchase Agreement, Land Lease Agreement, etc.
- 3.2.1.2. The SPD shall be responsible for the designing, engineering, procuring, supplying, taking insurance, packing and forwarding, loading, transporting, unloading, safekeeping of Equipment, constructing, installing, erecting, testing, commissioning and achieving the SCOD of the SPP. This shall be achieved in accordance with the Applicable Law, Prudent Utility Practices and all the terms and conditions of this Bidding Document consisting of the RFP, any Addendum, any Corrigendum, any Clarification, Power Purchase Agreement, Land Lease Agreement and any amendment thereto.
- 3.2.1.3. For the proposed various solar installations to be undertaken in developing the SPP, Guidelines of the National Monument Authority (NMA) regarding construction and installation of Equipment may be followed, and necessary permission/ approval may be taken before starting the SPP.
- 3.2.1.4. All mandatory approvals/ clearances regarding the SPP shall be obtained by the SPD for this purpose.
- 3.2.1.5. The SPD shall deploy a proven solar photovoltaic technology that has been developed anywhere in the World. However, the selection of SPD would be technology agnostic within solar photovoltaic technology and crystalline silicon or thin film or any other such technology, with or without trackers can be installed.
- 3.2.1.6. The Bidder shall ensure the use of solar photovoltaic modules and cells are manufactured and made in India as per specifications and testing requirements fixed by MNRE.
- 3.2.1.7. The SPD shall be responsible for laying off the transmission lines connecting from the SPP to the nearest 132/33 kV OPTCL substation at the Delivery Point along with the associated transmission infrastructure (as per the PPA) for confirming the evacuation of power by the SCOD, and all clearances related thereto.
- 3.2.1.8. The SPD shall be responsible for covering the SPP boundary with a six (6) ft precast concrete compound wall along with slabs and column posts at regular intervals. On the top of it, a barbed wire fencing with a height of 1 ft. shall be made.
- 3.2.1.9. The SPD shall be responsible to aesthetically build the gateway of the SPP complex resembling the Mukhasala of Konark Sun Temple. A replica of a Konark Sun Temple wheel with a diameter of 8 ft. that can be situated at the entrance gate of the SPP.
- 3.2.1.10. The SPD shall be responsible to put a notice board (at least 180cm x 120cm) at its SPP Site main entrance prominently displaying the following message before declaration of COD.

10 MW grid connected Solar Power Plant for solarization of Konark town, Puri District.

The Bidder will be responsible for putting up electronic display boards near the APP as well as in 2 – 3 prominent places in Konark town to display the hourly Energy generation that will be finalized at an appropriate time by OREDA post signing of the PPA, grid consumption at 33 kV side of 33/11 kV Konark Discom substation, reduction in CO₂ emission, reduction in overall carbon foot print, etc.
- 3.2.1.11. Time is an essence in achieving the milestones and achieving the SCOD of the SPP.
- 3.2.1.12. The SPD shall be responsible for owning the SPP throughout the Term of PPA.
- 3.2.1.13. The SPD shall be responsible for directly coordinating and dealing with GRIDCO, Government and other authorities in obtaining the Clearances as per the various provisions of the PPA.

- 3.2.1.14. The SPD shall be responsible for land closure, financial closure and development of the SPP through the appointment of EPC and O&M contractor during the PPA Period.
- 3.2.1.15. The SPD shall be the Principal Employer of all the stakeholders directly/ indirectly involved in the SPP.
- 3.2.1.16. The SPD shall be responsible for managing the rights of way related to the SPP and its associated infrastructure whatsoever.
- 3.2.1.17. The SPD shall be responsible for incurring all the costs and expenses including but not limited to all statutory charges, GST etc. related to setting up the SPP.
- 3.2.1.18. The SPD shall be responsible for considering all the costs and expenses and its margin whatsoever to derive the VGF and PPA Tariff requirement for successfully developing and operating the SPP for a long-term period of twenty-five (25) years during the Term as per the PPA. In no case OREDA, GRIDCO, Department of Energy, or any Government shall be responsible for such a quotation of VGF and PPA Tariff by the Bidder.
- 3.2.1.19. The SPD shall be required to generate a minimum Energy of 14.9796 MU/annum and a maximum Energy of 18.3084 MU/annum, calculated at CUF of (19%±10% of 19%) that will be purchased by GRIDCO as per the provisions mentioned in the PPA. Energy from the SPD beyond CUF of (19%+10% of 19%) for 18.3084 MU/annum, will be purchased at 75% of the applicable PPA Tariff (i.e. less than 25% of the applicable PPA Tariff), as per the provisions of the PPA.

If for any Contract Year, it is found that the SPD has not been able to generate minimum electricity of 14.9796 MU/annum on account of any reasons not attributable to GRIDCO or Force Majeure events, the non-compliance by the SPD shall make it liable to pay a liquidated damages to GRIDCO. Such liquidated damages 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, actual COD will be taken as the 1st day of the year if the SPP is Commissioned after SCOD.

The shortfall in Energy will be calculated as the difference between the guaranteed output i.e. 14.9796 MU/annum and the actual output. For the first year, the actual Energy will be calculated from the date of actual COD. The amount of compensation shall be equal to the compensation payable by GRIDCO towards non-meeting of Solar RPOs, if such compensation is ordered by the OERC and proportional to the amount of shortfall in solar Energy during the Contract Year.

Generation compensation in offtake constraints due to Grid unavailability:

During the operation of the SPP, there can be some periods where the SPP can generate Energy but due to temporary transmission unavailability, the Energy is not evacuated, for reasons not attributable to the SPD. In such cases, subject to the submission of documentary evidence from the competent authority, the generation compensation shall be restricted to the following and there shall be no other claim, directly or indirectly against GRIDCO:

Duration of Grid unavailability	Provision for Generation Compensation
Grid unavailability in a Contract Year as defined in the PPA: (only period from 8 am to 6 pm to be counted):	Generation Loss = [(Average Energy generation per hour during the Contract Year) x (number of hours of grid unavailability during the Contract Year)] Where, Average Energy generation per hour during the Contract Year (kWh) = Total Energy generation in the Contract Year (kWh) ÷ Total hours of Energy generation in the Contract Year (hours)

The excess Energy generation by the SPD equal to this generation loss shall be procured by GRIDCO at the PPA Tariff so as to offset this loss in the succeeding 3 (three) Contract Years.

Offtake constraints due to Backdown:

The SPD and GRIDCO shall follow the forecasting and scheduling process as per the regulations in this regard by OERC. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), provides for status of “must-run” to solar power projects. Accordingly, no solar power plant, duly commissioned, should be directed to back down by a Discom/ Load Dispatch Centre (LDC). In case such eventuality of Backdown arises, including non-dispatch of power due to non-compliance with “Order No. 23/22/2019-R&R dated 28.06.2019 of Ministry of Power regarding opening and maintaining of adequate Letter of Credit (LC) as payment security mechanism under the Power Purchase Agreements by Distribution Licensees” and any clarifications or amendment thereto, except for the cases where the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the SPD shall be eligible for a Minimum Generation Compensation, from GRIDCO, in the manner detailed below.

Duration of Backdown	Provision for Generation Compensation
Hours of Backdown during a monthly billing cycle.	Minimum Generation Compensation = 100% of [(Average Generation per hour during the month) × (number of backdown hours during the month) × PPA Tariff] Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month

No back-down / curtailment to be ordered without giving formal/ written instruction for the same. The details of back-down / curtailment, including justifications for such curtailment, to be made public by the concerned State Load Dispatch Centre. The SPD shall not be eligible for any compensation in case the backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions. The Energy generation compensation shall be paid as part of the energy bill for the successive Month as per the Delivered Energy.

3.2.1.20. The SPD will ensure that all Equipment from the SPP after their ‘end of life’ (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the “e-waste (Management and Handling) Rules, 2011” notified by the Government and as revised and amended from time to time. At the end of the Term of the PPA, the SPP shall be responsible for handing back the SPP Land in the same state as it was handed over by Department of Energy to the SPD owing to natural wears and tears.

3.2.2. Roles and Responsibilities of OREDA, GRIDCO, Department of Energy and MNRE

- 3.2.2.1. OREDA will be the nodal agency for implementation of this scheme, and will develop a suitable monitoring mechanism, conduct review meetings, conduct studies to analyze the performance of the SPP, carry out random checks to verify compliance of quality standards.
- 3.2.2.2. OREDA shall be nodal agency responsible for coordinating between various stakeholders for facilitation. OREDA will be responsible to monitor the implementation of the SPP, ensure compliance with MNRE’s Scheme and submit monthly progress reports to MNRE.
- 3.2.2.3. OREDA shall ensure quality being maintained by the SPD based on the review of the Equipment of SPP, site visits and progress review and monitoring activities. In this regard, OREDA will develop a suitable monitoring mechanism, to analyze the progress and performance of the SPP and reserves the right to carry out random checks to verify compliance of quality standards at any point of time with/ without prior notice.
- 3.2.2.4. OREDA shall be responsible for conducting bidding process, handling VGF funds, review meetings to monitor the progress and managing all aspects of the scheme.
- 3.2.2.5. GRIDCO shall be responsible for the execution of the Power Purchase Agreement.
- 3.2.2.6. Department of Energy, Government of Odisha shall be responsible for the execution of the Land Lease Agreement.

3.2.2.7. **Release of VGF (if applicable):** OREDA shall receive the VGF amount directly from MNRE. The VGF will be released in full at one hundred percent (100%) on achieving COD of the full capacity of the SPP in all respect. In this regard, the COD certificate issued by GRIDCO as per the PPA needs to be submitted to initiate the process for release of VGF.

3.2.2.8. Projects installed under this Scheme should meet technical specifications and construction standards specified by BIS and MNRE from time to time. Noncompliance will be taken seriously to the extent of blacklisting of the SPD, in the same manner as specified in Clause below, apart from taking action under any other law in force.

3.2.2.9. MNRE or any designated agency as appointed by MNRE may inspect the ongoing installation or installed SPP. In case the installed systems are not as per standards, non-functional on account of poor quality of installation, or non-compliance of O&M, MNRE reserves the right to blacklist the SPD. Blacklisting may inter-alia includes the following:

- a) The SPD will not be eligible to participate in tenders for Government supported projects.
- b) In case, the concerned Director(s) of the firm/ Company joins another existing or starts/ joins a new firm/ Company, the Company will automatically be blacklisted.

3.2.2.10. **Power to remove difficulties:** If there is need for any amendment to this scheme for better implementation or any relaxation is required in the norms due to operational problems, Department of Energy, Government of Odisha will be competent to make such amendments with the approval of Minister-in Charge, without increasing the financial requirements, ceiling limit of the PPA Tariff and VGF limits.

3.3. Timelines

3.3.1. The following are the Timelines for developing the SPP:

Activities	Timelines
Issue of intimation letter by OREDA	T0
Execution of formalities as per Clause 1.6.2.3	T1 = T0 + forty-five (45) Days
SPD achieving the COD	T2 = T1 + six (6) Months*
O&M Period end date	T3 = T2 + twenty-five (25) Years

T0: start date

* The SPP shall achieve COD by the Scheduled Commercial Operation Date. In case of failure to achieve this milestone, GRIDCO shall review the progress of the SPP and take suitable actions, as per the specific provisions of the PPA.

4. Qualification Requirement (QR)

Section 4 (QR) contains all the Qualification Requirements that OREDA shall use to evaluate the Technical Bids and qualify Bidders during the evaluation of Technical Bids.

The Bidder shall fulfill the below Qualification Requirement in order to submit the Bid. Any discrepancy or deviation from the stated Qualification Requirement shall make the Bidder ineligible to submit the Bid and such Bid shall be liable for rejection.

4.1. General Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.1.1.	<p>The Bidder must be a Company incorporated in India under The Indian Companies Act, 1956/ 2013, as applicable.</p> <p>The Bidder can either participate as an individual Company or a Consortium/ JV. In case of a Consortium/ JV, all the members of the Consortium/ JV shall be jointly and severally liable to comply with all the clauses of the Bidding Document.</p> <p>Note: Limited Liability Partnership (LLP), Limited Liability Company (LLC), partnership firm, sole proprietor firm are not allowed to participate.</p>	<p>The Bidder must submit a copy of the certificate of registration as issued by the Ministry of Corporate Affairs.</p> <p>In case of a Consortium/ JV, the Bidder shall submit the Consortium/ JV Agreement, as required under this RFP.</p> <p>The Bidder must submit Bid Form 12.</p>
4.1.2.	<p>The Bidder must not be debarred/ blacklisted/ defaulted by any Government, agency, Public Sector Undertaking (PSU), institution/ autonomous organizations in the past.</p>	<p>The Bidder shall submit a self-certification by an authorized person duly notarized to this effect.</p> <p>The Bidder must submit Bid Form 9.</p>

4.2. Specific Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.2.1.	The Bidder must submit a copy of the declaration for the “ Compliance with the MNRE technical standards ” for the Equipment.	The Bidder must submit Bid Form 8 of Section 7 (Annexure).
4.2.2.	The Bidder must have established high quality, environment management system, and information security standards in place and must have ISO 9001 and ISO 14001 certifications for the solar photovoltaic modules and inverters.	<p>The Bidder shall declare that it has a copy of the ISO certificate for ISO 9001 and will possess the copy of the ISO 14001 in the name of the Original Equipment Manufacturer (OEM), supported by a letter of authorization from the OEM.</p> <p>The Bidder must submit Bid Form 16 of Section 7 (Annexure).</p> <p>Note: The documentary evidences shall be submitted as a part of response to the letter of intimation for the Successful Bidder as per ITB Clause 1.6.2.3, and not at the time of bidding.</p>

4.3. Technical Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.3.1.	The Bidder must have the experience of commissioning ground mount MW scale solar photovoltaic projects for a cumulative capacity 10 MW in the last three (3) years from the last date of online submission of the Technical Bid as a solar power developer.	<p>The Bidder shall submit the letter of awards/ work orders/ contract agreement along with the joint commissioning certificate/ experience certificate issued by a Government department.</p> <p>However, experience in private or any other sector can be considered if the same is done under any Central/ State Government programs/ schemes and is certified by the concerned Government department responsible for implementing such renewable projects.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. The letter of awards/ work orders/ contract agreement along with any amendments issued shall be submitted in full without deleting/ hiding any information. 2. The joint commissioning certificate/ experience certificate shall clearly mention the capacity and the date of commissioning. The joint commissioning certificate issued by only the concerned government authority as per the Prudent Utility Practices. <p>The Bidder must submit Bid Form 8 of Section 6 (Annexure).</p>

4.4. Financial Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.4.1.	<p>The Bidder must have an average annual turnover of not less than 5 Crore INR, from the solar business only, in the last three (3) financial years FY17–18, FY18–19 and FY19–20.</p>	<p>The Bidder shall submit a turnover certificate issued by a chartered accountant, as per Bid Form 7 of Section 7 (Annexure).</p> <p>It is important to note that the annual turnover for each financial year shall be the income/ earning/ revenue from the solar business only; and other income (if any) shall not be considered for evaluation.</p>
4.4.2.	<p>The Bidder must have a net worth of at least 1.07 Cr INR per MW during the financial year FY19–20.</p> <p>For Company, as per the section 2 (57) of The Indian Companies Act, 2013, net worth means the aggregate value of the paid-up share capital and all reserves created out of the profits (securities premium account and debit or credit balance of profit and loss account), after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.</p>	<p>The Bidder shall submit a net worth certificate issued by a chartered accountant, as per Bid Form 7 of Section 7 (Annexure).</p>

5. Annexure

5.1. Bid Forms – Technical Bid

5.1.1. Bid Form 1 (Bid Processing Fee)

Bid Processing Fee

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.] dated [DD MMM YYYY]

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.

Email: ceoreda@oredaorissa.com

We, the undersigned, attaching the copy of the Bid Processing Fee paid to the E-procurement Website “www.tenderwizard.com/OREDA”.

The Unique Transaction Reference (UTR) no. is [insert the UTR no.], dated [DD MMM YYYY].

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

5.1.2. Bid Form 2 (Cost of Bid)

Cost of Bid

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.] dated [DD MMM YYYY]

To

The Chief Executive
Odisha Renewable Energy Development Agency (OREDA)
Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.
Email: ceoreda@oredaorissa.com

We, the undersigned, attaching the copy of the Cost of Bid submitted in the form of Demand Draft.

The Demand Draft no. is [insert], dated [DD MMM YYYY].

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

5.1.3. Bid Form 3 (Bid Security)

Bid Security (Not applicable)

No Bid Security will be collected as per the notification issued by the Ministry of Finance, Government of India. In this regard, the Bidder is not required to submit this Bid Form 3.

5.1.4. Bid Form 4 (Power of Attorney)

Power of Attorney

(To be submitted on a non-judicial stamp paper of appropriate value as per The Indian Stamp Act, 1899 relevant to the place of execution. The stamp paper shall be purchased in the name of the Bidder only.)

Signature and stamp of the notary of the place of execution [insert place] dated [DD MMM YYYY]

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.] dated [DD MMM YYYY]

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.

Email: ceoreda@oredaorissa.com

Know all men by these presents, We, [name of the executant(s)], do hereby constitute, appoint and authorize [name of the Authorized Signatory] as the Authorized Signatory presently residing at [residential address of Authorized Signatory] and having PAN [insert PAN no. of Authorized Signatory] who is presently employed with us and holding the designation of [designation of the Authorized Signatory] as our true and lawful representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for the selection of Solar Power Developer (SPD) for the development of a 10 MW grid-connected Solar Power Project (SPP) in Odisha for the solarization of Konark NAC under the High Visibility Solar Applications Scheme of MNRE on Build-Own-Operate (B-O-O) basis with reference to the RFP No. [insert RFP No.] dated [DD MMM YYYY] issued by Odisha Renewable Energy Development Agency ('OREDA').

The Authorized Signatory shall represent us and shall be responsible for the signing of the Bid, submission of the Bid and executing all other documents related to this Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which OREDA may require us to submit. The Authorized Signatory is further authorized to make representations to OREDA and provide information/ responses to OREDA, representing us in all matters before OREDA, and generally dealing with OREDA in all matters in connection with our Bid and during the performance of the Work Order.

We hereby agree to ratify all acts, deeds and things are done by our said Authorized Signatory pursuant to this Power of Attorney and that all acts, deeds and things are done by our aforesaid Authorized Signatory shall be binding on us and shall always be deemed to have been done by us.

We are participating as a [Single Bidder] or [Lead Member/ Other Member 1/ Other Member 2] of the Consortium/ JV. In case of a Consortium/ JV, we shall be severally and jointly responsible to comply with all the terms and conditions of the RFP. (*strike-off if not applicable*).

All the terms used herein but not defined shall have the meaning ascribed to such terms under the Bidding Document.

Signature of the executant

Name:

Designation:

Address:

Company:

Accepted by

Signature of the Authorized Signatory

Name:

Designation:

Address:

Company:

Common seal of [name of the Bidder] is affixed in [my/our] presence pursuant to the provisions mentioned in the clause under "Seal" of the Article of Association.

Board resolution dated [DD MMM YYYY] is attached below.

WITNESS

Signature:

Name:

Address:

Signature:

Name:

Address:

Notes:

1. The mode of execution of the power of attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same shall be under the common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by a Board Resolution.
2. The person authorized under this Power of Attorney shall be a person holding the responsible post and designation in the Company.
3. The Board Resolution forms a part of the Power of Attorney.
4. In case of a Consortium/ JV, all the members of the Consortium/ JV including the Lead Member and Other Members shall submit their Power of Attorney issued by their respective Companies.

Board Resolution

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.]

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF M/S. [insert name of the Bidder] HAVING ITS REGISTERED OFFICE AT [insert office address of the Bidder] HELD ON [DDMMM YYYY] AT [HHMM] HRS.

Resolved that we, [insert name of the Bidder], do agree to participate in the RFP invited by OREDA vide RFP No. [insert RFP No.] dated [DD MMM YYYY] for the selection of Solar Power Developer (SPD) for the development of a 10 MW grid-connected Solar Power Project (SPP) in Odisha for the solarization of Konark NAC under the High Visibility Solar Applications Scheme of MNRE on Build-Own-Operate (B-O-O) basis.

RESOLVED FURTHER THAT, [insert name of the Bidder] agrees to unconditionally accept all terms and conditions mentioned in the aforementioned Bidding Document.

RESOLVED FURTHER THAT, Ms./Mr. [Name of the Authorized Signatory] [is/ are] presently residing at [residential address of Authorized Signatory] and having PAN [insert PAN no. of Authorized Signatory] who is presently employed with us and holding the designation of [designation of the Authorized Signatory] is the Authorized Signatory of [insert name of the Bidder] and hereby authorized to sign, execute and submit such applications, undertakings, agreements and other requisite documents writings and deeds as may be deemed necessary or expedient to implement the above SPP.

AND RESOLVED FURTHER THAT, the common seal of the Company is affixed, wherever necessary, in accordance with the applicable procedure laid down by the applicable law and the charter documents.

We are participating as a [Single Bidder] or [Lead Member/ Other Member 1/ Other Member 2] of the Consortium/ JV. In case of a Consortium/ JV, we shall be severally and jointly responsible to comply with all the terms and conditions of the RFP. (*strike-off if not applicable*).

For [insert name of the Bidder]

Chairman/ Director/ Company Secretary
(Signatory of the Board Resolution)

Name of the Authorized Signatory
Specimen signature of Authorized Signatory

Note: The above signature(s) to be attested by the person signing the resolution

5.1.5. Bid Form 5 (Covering Letter of Technical Bid)

Covering Letter of Technical Bid

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.] dated [DD MMM YYYY]

To

The Chief Executive
Odisha Renewable Energy Development Agency (OREDA)
Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.
Email: ceoreda@oredaorissa.com

Sub: Submission of Technical Bid for the selection of a Solar Power Developer (SPD) for the development of a 10 MW grid-connected Solar Power Project (SPP) in Odisha for the solarization of Konark NAC under the High Visibility Solar Applications Scheme of MNRE on Build-Own-Operate (B-O-O) basis

Dear [Sir/ Madam],

Having examined the Bidding Document carefully, We, the undersigned, offer to submit herewith the Technical Bid as per the subject line and RFP No. mentioned above.

We are pleased to submit our Bid based on the following Bid structure:

Is the Bidder participating as a Single Bidder or as a Consortium/ JV?	[Single Bidder/ Consortium]
In case the Bidder is participating as a Single Bidder, then please specify the name of the Bidder	[Insert the name of the Bidder]
In case the Bidder is participating as a Consortium/ JV, then please specify the name of all the members of the Consortium/ JV	Lead Member: [Insert the name of the Lead Member] Other Member 1: [Insert the name of the Other Member 1] Other Member 2: [Insert the name of the Other Member 2]

In case of a Consortium/ JV, we shall be severally and jointly responsible to comply with all the terms and conditions of the RFP. (strike-off the details if not applicable)

Whereby undertake the following:

1. We have read all the provision of the Bidding Document and confirm that notwithstanding anything stated elsewhere in our Technical Bid to the contrary, the provisions of the Bidding Document are acceptable to us and we further confirm that we have not taken any deviation to the provision of the RFP anywhere in our Bid. Acceptance of the above attribute shall be considered as our confirmation that any deviation, variation or additional condition, etc. or any mention, contrary to the provisions of Bidding Document found anywhere in our Technical Bid implicit or explicit shall stand unconditionally withdrawn, without any cost implication whatsoever to OREDA.
2. We further declare that any additional conditions, variations, deviations, if any, in our Bid shall not be given effect to. We further understand that any deficiency or illegibility in our Technical Bid shall result in rejection of our Technical Bid.
3. We hereby declare that all the information and statements made in this proposal are complete, true and correct and also accept that any misinterpretation contained in it may lead to our disqualification and rejection of our Technical Bid. In case of any false documents submitted and found any time in the future, we shall be liable to be proceeded as per Applicable Law.
4. We confirm that we have submitted the Technical Bid as per the instructions given in the Bidding Document.
5. We hereby declare and confirm that only we are submitting our Bid and that our parent, affiliate, the ultimate parent or any group companies with which we have direct or indirect relationships are not separately submitting their Bid.

6. We hereby declare that our application has been submitted in good faith and the information contained is true and correct to the best of our knowledge and belief.
7. We confirm that the Technical Bid submitted are subject to the verification solely by appropriate authorities of OREDA as per all the terms of the Bidding Document and agree that the decision taken by OREDA shall be final and binding on us.
8. We declare that our Technical Bid is fully compliant to the qualification requirement mentioned under Section 4 (QR) and we have not misrepresented any information provided in our Bid.
9. We confirm that any genuine changes made by OREDA in the interest of the SPP with respect to the Technical Specifications, Designs and Drawings during the course of performance of the Work Order shall be fully acceptable to us without any cost implication whatsoever to OREDA.
10. We confirm that we will comply with all the Applicable Laws and Prudent Utility Practices all the time during the performance of the Work Order.
11. We confirm that we have submitted the Technical Bid as per the forms given in Bid Form (Technical Bid) and/ or the instructions given in the RFP or E-procurement Website; failure to which our Technical Bid shall be considered as non-responsive and shall be liable for rejection.
12. We agree that We have not submitted any conditional or alternative Technical Bid and in case of any deviation, then our Technical Bid shall be considered as non-responsive and shall be liable for rejection.
13. We confirm that we do not have any conflict of interest in accordance with the provisions of the RFP.
14. We confirm that in case we are directly or indirectly through an agent engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice, Obstructive Practice or Integrity Violation, then our Technical Bid shall be considered as non-responsive and shall be liable for rejection.
15. We confirm that OREDA reserves all the right to accept or reject any Technical Bid without assigning any reasons thereof and shall not be held liable for any such action and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
16. We confirm that in case our Bid is accepted, we undertake to provide Contract Performance Securities as specified in the RFP, else our Bid Security shall be forfeited.
17. We agree that this Technical Bid shall remain valid for a period of One Hundred and Eighty (180) Days from the original last date of online Bid submission and such further period as may be mutually agreed upon.
18. The Bidding Document has been discussed in the Board meeting and a Board Resolution (BR) no. [insert BR no.] dated [DD MMM YYYY] has been concurred for submission of our Bid and is enclosed as a part of Bid Form 4 (Power of Attorney).
19. We undertake that OREDA shall, without prejudice to any other right or remedy, be at liberty to forfeit the Bid Security deposited by us in case of any default as per the Bidding Document.
20. In case we fail to achieve the milestones of Commissioning and Acceptance of the SPP as per the Timelines, OREDA shall, without prejudice to any other right or remedy, be at liberty to forfeit the Performance Security.
21. We confirm that we shall establish a central office at Bhubaneswar, Odisha and also establish local offices at the SPP location so as to deliver uninterrupted and sustainable services during the O&M Period.
22. We understand that you are not bound to accept any Technical Bid you may receive.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

5.1.6. Bid Form 6 (Technical Qualification)

Technical Qualification – rooftop solar photovoltaic projects

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.] dated [DD MMM YYYY]

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.

Email: ceoreda@oredaorissa.com

We confirm that we meet the Qualification Requirement mentioned in QR Clause 4.3 of Section 4 (QR) and we have the experience of commissioning ground mount MW scale solar photovoltaic projects for a cumulative capacity 10 MW in the last three (3) years from the last date of online submission of the Technical Bid as a solar power developer.

Sr. No.	Item Description	Reference project [insert]
1.	Capacity in kW	[capacity as per joint commissioning certificate/ experience certificate] kW
2.	Title of the project with a brief of scope	
3.	Actual project cost	[insert] Lakh INR
4.	Name of the client with the full address including the contact no. and email id of the client	Name of the client: Address: Contact no.: Email id:
5.	Name of the ultimate user of solar energy	
6.	Location of the project and GPS/ Google coordinate	Address of the plant: GPS/ Google coordinate:
7.	I have attached the relevant letter of awards/ work orders/ contract agreement along with any amendments issued in full without deleting/ hiding any information	[Yes/ No]
8.	Details of the letter of awards/ work orders/ contract	Work order no.: Date of work order: [DD MMM YYYY] Whether any liquidated damages been charged by the client? [Yes/ No]. In case of yes, please provide the details.
9.	I have attached the joint commissioning certificate/ experience certificate issued by the concerned government authority as per the Prudent Utility Practices and Applicable Laws of the respective state	[Yes/ No]
10.	Details of the joint commissioning certificate/ experience certificate	Name of the government authority in issuing the joint commissioning certificate/ experience certificate: [insert] Target date of commissioning: [DD MMM YYYY] Actual date of commissioning: [DD MMM YYYY]

The scan copies of the letter of awards/ work orders/ contract along with the associated joint commissioning certificate/ experience certificate are enclosed below: [Please attached the proof of documents]

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

5.1.7. Bid Form 7 (Financial Qualification)

Financial Qualification

(To be submitted on the letterhead of the chartered accountant)

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.] dated [DD MMM YYYY]

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.

Email: ceoreda@oredaorissa.com

I, [insert name of the chartered accountant], confirm that the Bidder, [insert name of the Bidder], meets the Financial Qualification Requirement as mentioned in QR Clause 4.4 of Section 4 (Qualification Requirement). The compliance to the Financial Qualification Requirement is mentioned below, as per our detailed evaluation of the Bidder's latest certified true copy of the audited annual accounts and their work orders related to the solar business.

Average annual turnover (as per QR Clause 4.4.1),

Particulars	Unit	FY17-18	FY18-19	FY19-20
Annual turnover from solar business only#	Lakh INR	[insert]	[insert]	[insert]
Average annual turnover from solar business only#	Lakh INR	[insert]		

other income is not considered

Net Worth (as per QR Clause 4.4.2) (applicable in case of companies),

Particulars	Unit	FY19-20
Aggregate value of the paid-up share capital	Lakh INR	[insert]
Add: all reserves created out of the profits and securities premium account.	Lakh INR	[insert]
Subtract: Accumulated losses	Lakh INR	[insert]
Subtract: Deferred expenditure	Lakh INR	[insert]
Subtract: Miscellaneous expenditure not written off	Lakh INR	[insert]
Net Worth*	Lakh INR	[insert]

Note: It does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

I hereby declare that all the information and statements made in this certificate are complete, true and correct and also accept that any misinterpretation contained in it may lead to cancellation of my CA membership, and I shall be liable to be proceeded as per the Applicable Law.

Place: [insert place]

[sign here]

Signature

Name of Chartered Accountant (CA): [insert name]

Designation: [insert designation]

Name of the firm of the CA: [insert Bidder's legal entity name]

CA membership no.: [insert CA membership no.]

Registration no. of the CA's firm:

Seal: [insert seal of the Bidder]

5.1.8. **Bid Form 8 (Compliance with the MNRE technical standards)**

Compliance with the MNRE technical standards

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.] dated [DD MMM YYYY]

To

The Chief Executive
Odisha Renewable Energy Development Agency (OREDA)
Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.
Email: ceoreda@oredaorissa.com

We, the undersigned, declare that we comply with “**Compliance with the MNRE technical standards**” for the Equipment as given in Annexure Clause 5.5.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

5.1.9. Bid Form 9 (Self-certificate)

Self-certificate

(To be submitted on a non-judicial stamp paper of appropriate value as per The Indian Stamp Act, 1899 relevant to the place of execution. The stamp paper shall be purchased in the name of the Bidder only.)

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.] dated [DD MMM YYYY]

To

The Chief Executive
Odisha Renewable Energy Development Agency (OREDA)
Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.
Email: ceoreda@oredaorissa.com

We, the undersigned, confirm and certify that we have not been debarred/ blacklisted/ defaulted by any Government, agency, Public Sector Undertaking (PSU), institution/ autonomous organizations in the past. We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

I/we hereby declare the following in the context of the aforementioned tender that:

In case of any false documents submitted and found in the future, we shall be liable to be proceeded against as per the Applicable Law.

In case of any such events, we have provided the case details and their current status below. [~~strike-off this line, in case it is not applicable~~].

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

5.1.10. **Bid Form 10 (Undertaking for Indigenoussness)**

Undertaking for Indigenoussness

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.] dated [DD MMM YYYY]

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.

Email: ceoreda@oredaorissa.com

We, [insert the Bidder name], hereby certify and confirm that all the Equipment to be supplied under this Solar Power Project (SPP) shall be indigenous and made in India only, as per the relevant guidelines of the Ministry of New and Renewable Energy (MNRE), Government of India.

The relevant certificates are enclosed herewith.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

5.1.11. Bid Form 11 (No Deviation Certificate)

No Deviation Certificate

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.] dated [DD MMM YYYY]

To

The Chief Executive
Odisha Renewable Energy Development Agency (OREDA)
Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.
Email: ceoreda@oredaorissa.com

We, [insert the Bidder name], hereby certify and confirm that we have read the clauses and provisions of the Request For Proposal (RFP), Addendums, Corrigendum, Clarification, Power Purchase Agreement (PPA), Land Lease Agreement (LLA), etc. issued thereafter and the stipulation of all clauses and provisions are acceptable to us, and we have not taken any deviation whatsoever to any of the clauses and provisions.

*In case the Bidder has taken any deviation, then the same shall be mentioned here.

Clause No.	Deviations considered, if any

[*strike-off, if not applicable]

We further confirm that we are aware that our Bid would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the bidding process or thereafter during the performance of the PPA and LLA.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

5.1.12. **Bid Form 12 (Certificate of registration)**

Certificate of registration

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.] dated [DD MMM YYYY]

To

The Chief Executive
Odisha Renewable Energy Development Agency (OREDA)
Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.
Email: ceoreda@oredaorissa.com

We, the undersigned, attaching the Certificate of Incorporation, Memorandum of Association (MOA) and Article of Association (AOA). The AOA shall mention the Company's operations and defines the Company's purpose from the Scope of Work (SOW) point of view as per the RFP.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

5.1.13. **Bid Form 13 (PAN)**

PAN

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.] dated [DD MMM YYYY]

To

The Chief Executive
Odisha Renewable Energy Development Agency (OREDA)
Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.
Email: ceoreda@oredaorissa.com

We, the undersigned, attaching the copy of the PAN card.

The PAN is [insert PAN].

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

5.1.14. **Bid Form 14 (GST Certificate)**

GST Certificate

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.] dated [DD MMM YYYY]

To

The Chief Executive
Odisha Renewable Energy Development Agency (OREDA)
Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.
Email: ceoreda@oredaorissa.com

We, the undersigned, attaching the copy of the GST Certificate.

The GST no. is [insert GST no.] and the place of GST registration is for the state of [insert state name].

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

5.1.15. **Bid Form 15 (Income Tax Return)**

Income Tax Return

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.] dated [DD MMM YYYY]

To

The Chief Executive
Odisha Renewable Energy Development Agency (OREDA)
Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.
Email: ceoreda@oredaorissa.com

We, the undersigned, attaching the copy of the Income Tax Return for the last three (3) assessment years for AY2021, AY2020 and AY2019.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

5.1.16. **Bid Form 16 (Quality Assurance)**

Quality Assurance

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.] dated [DD MMM YYYY]

To

The Chief Executive
Odisha Renewable Energy Development Agency (OREDA)
Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.
Email: ceoreda@oredaorissa.com

We, the undersigned, declares that we have a copy of the ISO certificate for ISO 9001 and will submit the copy of the ISO 14001 certificates in the name of the Original Equipment Manufacturer (OEM), supported by a letter of authorization from the OEM, as per QR Clause 4.2.2.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

Note: The documentary evidences shall be submitted as a part of response to the PPA and prior to execution of the PPA, and not at the time of bidding.

5.1.17. **Bid Form 17 (Summary of the Bidder)**

Summary of the Bidder

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.] dated [DD MMM YYYY]

To

The Chief Executive
Odisha Renewable Energy Development Agency (OREDA)
Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.
Email: ceoreda@oredaorissa.com

We, the undersigned, attaching the summary of [insert name of the Bidder] in excel format.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

5.2. Bid Forms – Price Bid

5.2.1. Bid Form 18 (Covering Letter of Price Bid)

Covering Letter of Price Bid

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.] dated [DD MMM YYYY]

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.

Email: ceoreda@oredaorissa.com

Sub: Submission of Price Bid for the development of a 10 MW grid-connected Solar Power Project (SPP) in Odisha for the solarization of Konark NAC under the High Visibility Solar Applications Scheme of MNRE on Build-Own-Operate (B-O-O) basis

Dear [Sir/ Madam],

Having examined the Bidding Document carefully, We, the undersigned, offer to submit herewith the Price Bid as per the subject line and RFP No. mentioned above.

We agree that this Price Bid shall remain valid for a period of One Hundred and Eighty (180) Days from the original last date of online Bid submission and such further period as may be mutually agreed upon.

We have read all the provision of the Bidding Document and confirm that notwithstanding anything stated elsewhere in our Price Bid to the contrary, the provisions of the Bidding Document are acceptable to us and we further confirm that we have not taken any deviation to the provision of the RFP anywhere in our Bid. Acceptance of the above attribute shall be considered as our confirmation that any deviation, variation or additional condition, etc. or any mention, contrary to the provisions of Bidding Document found anywhere in our Price Bid implicit or explicit shall stand unconditionally withdrawn, without any cost implication whatsoever to OREDA.

We further declare that any additional conditions, variations, deviations, if any, in our Bid shall not be given effect to. We further understand that any deficiency or illegibility in our Price Bid shall result in rejection of our Price Bid.

We hereby declare that all the information and statements made in this proposal are complete, true and correct and also accept that any misinterpretation contained in it may lead to our disqualification and rejection of our Price Bid.

We hereby declare that our application has been submitted in good faith and the information contained is true and correct to the best of our knowledge and belief.

We agree with the following:

1. We confirm that the Price Bid submitted are subject to the verification solely by appropriate authorities of OREDA as per all the terms of the Bidding Document and agree that the decision taken by OREDA shall be final and binding on us.
2. We declare that our Price Bid is fully compliant as per the terms of the Bidding Document.
3. We confirm that we have submitted the Price Bid in Indian Rupees only and the Price Bid will be considered up to two places of decimal only.
4. We confirm that any genuine changes made by OREDA in the interest of the SPP with respect to the Technical Specifications, Designs and Drawings during the course of performance of the Work Order shall be fully acceptable to us without any cost implication whatsoever to OREDA.

5. We confirm that we will comply with all the Applicable Laws and Prudent Utility Practices all the time during the performance of the Work Order.
6. We confirm that we have submitted the Price Bid as per the forms given in Bid Form (Price Bid) and/ or the instructions given in the RFP or E-procurement Website; failure to which our Price Bid shall be considered as non-responsive and shall be liable for rejection.
7. We agree that We have not submitted any conditional or alternative Price Bid and in case of any deviation, then our Price Bid shall be considered as non-responsive and shall be liable for rejection.
8. We confirm that we have not mentioned the Price Bid anywhere other than the Price Bid on the E-procurement Website for further evaluation. If we submit the Price Bid on the E-procurement Website that is not in line with the instructions mentioned therein, then the Price Bid shall be considered as non-responsive and shall be liable for rejection.
9. We confirm that we do not have any conflict of interest in accordance with the provisions of the RFP.
10. We confirm that in case we are directly or indirectly through an agent engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice, Obstructive Practice or Integrity Violation, then our Price Bid shall be considered as non-responsive and shall be liable for rejection.
11. We understand that you are not bound to accept any Price Bid you may receive.
12. We confirm that OREDA reserves all the right to accept or reject any Price Bid without assigning any reasons thereof and shall not be held liable for any such action and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
13. We confirm that in case our Bid is accepted, we undertake to provide Performance Security as specified in the RFP, else our Bid Security shall be forfeited.
14. The rates quoted by us are firm, final and are meant for execution of the allotted supply/ installation within the time frame stipulated in the tender/supply/ installation order.
15. We shall be responsible for the payment of the respective taxes to the appropriate authorities and should I/we fail to do so, I/we hereby authorize OREDA to recover the taxes due from us and deposit the same with the appropriate authorities on their demand.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

5.2.2. Bid Form 19 (Price Bid)

Price Bid - Sample Format

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.] dated [DD MMM YYYY]

Particulars		Description	
Name of the SPP	Development of a 10 MW grid-connected Solar Power Project (SPP) in Odisha for the solarization of Konark NAC under the High Visibility Solar Applications Scheme of MNRE on Build-Own-Operate (B-O-O) basis		
Name of the Bidder	[insert the Bidder name]		
Price Bid			
Sl. No.	Particulars	Quoted VGF amount in INR Cr per MW (in no.)	Quoted VGF amount in INR Cr per MW (in words)
1	Viability Gap Funding (VGF)	[insert]	[insert]

The VGF, with a ceiling limit of 1 Crore INR per MW) in the Price Bid shall be quoted up to two (2) places of decimal only. If it is quoted with more than two (2) digits after the decimal, it shall be ignored after the first two decimal places. (E.g., if the VGF is quoted as 0.857 Crore INR per MW, then it shall be considered as 0.85 Crore INR per MW).

5.3. PPA and LLA

5.3.1. The copy of the Indicative PPA is enclosed herewith. The format for Performance Security is enclosed in the indicative PPA.

5.3.2. The copy of the PPA is enclosed is enclosed herewith.

5.4. Pre-bid Form

Pre-bid queries

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.] dated [DD MMM YYYY]

To

The Chief Executive
Odisha Renewable Energy Development Agency (OREDA)
Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.
Email: ceoreda@oredaorissa.com

Sub: Submission of pre-bid queries for the selection of a Solar Power Developer (SPD) for the development of a 10 MW grid-connected Solar Power Project (SPP) in Odisha for the solarization of Konark NAC under the High Visibility Solar Applications Scheme of MNRE on Build-Own-Operate (B-O-O) basis

We are pleased to submit the following pre-bid queries:

Sl. No.	Clause no.	Page no.	Clause	Clarification sought	Rationale
1					
2					
3					
4					
5					

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

5.5. MNRE technical standards

Technical Parameter of photovoltaic solar module and various other components for use in grid connected solar power plants

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

1. PV Module Qualification

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

Crystalline Silicon Solar Cell Modules IEC 61215

Thin Film Modules IEC 61646

Concentrator PV modules IEC 62108

In addition, PV modules must qualify to IEC 61730 for safety qualification testing @1000 V DC or higher. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.

2. Power Conditioners/ Inverters

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

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electromagnetic Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4
Electrical Safety	IEC 62103/ 62109-1&2
Protection against Islanding of Grid	IEEE1547/IEC 62116/ UL1741 or equivalent EN/BIS Standards
LVRT Compliance	As per the latest CERC Guidelines/ Order/ Regulations
Grid Connectivity	Relevant CERC Regulations (including LVRT Compliance) and Grid Code as amended and revised from time to time.
Rated capacity	Nominal/Rated output power of the inverter (if different power ratings are mentioned at different temperatures, then power rating at 500 C shall be considered) in kW will be considered as inverter rated capacity.

3. Cables and connectors:

All cables and connectors for used for installation of solar field must be of solar grade which can withstand harsh environment conditions for 25 years and voltages as per latest IEC standards. (Note: IEC Standard for DC cables for PV systems is under development. It is recommended that in the interim, the Cables of 600-1800 Volts DC for outdoor installations should comply with the EN50618/ TUV 2pfg 1169/08/07 or equivalent IS for service life expectancy of 25 years)

4. Other Sub-systems/Components

Other subsystems/components used in the SPV power plants (Cables, Connectors, Junction Boxes, Surge Protection Devices, etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance

5. Authorized Test Centres

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

6. Warranty

- PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.
- The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.
- The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- The Inverters/PCUs installed in the solar power plant must have a warranty for 5 years.

7. Identification and Traceability

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

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)
- v. I-V curve for the module at Standard Test Condition (1000 W/m², AM 1.5, 250C)
- 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

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

8. Performance Monitoring

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

- a. The SPD shall maintain the list of Module IDs along with performance characteristic data for each module. This data shall be submitted to SECI/MNRE.
- b. The SPDs must install necessary equipment to continuously measure solar radiation on module plane, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to SECI and MNRE online and/or through a report on regular basis every month for the entire duration of PPA.
- c. The SPDs shall provide access to SECI/MNRE or their authorized representatives for installing any additional monitoring equipment to facilitate on-line transfer of data.
- d. All data shall be made available as mentioned above for the entire duration of the PPA.
- e. The plant SCADA should be Open Platform Communications (OPC) compliant with standard DNP3 and modbus control interfaces over TCP/ IP having the provision to add protocol converters to implement custom

and secure communications protocol standard for providing real time online data (including but not limited to irradiance, plant generation (instantaneous/daily/monthly/yearly), daily peak generation, temperature, wind speed etc.) to SECI/MNRE

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

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

9. Safe Disposal of Solar PV Modules:

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

5.6. Consortium/ JV Agreement

Consortium/ JV Agreement

(To be submitted on a non-judicial stamp paper of appropriate value as per The Indian Stamp Act, 1899 relevant to the place of execution. The stamp paper shall be purchased in the name of the Bidder only.)

Signature and stamp of the notary of the place of execution [insert place] dated [DD MMM YYYY]

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.] dated [DD MMM YYYY]

Ref. No. [insert letter no. for intimation on being a Successful Bidder] dated [DD MMM YYYY]

This [Consortium/ JV] Agreement is entered into on this [DD] day of [MMM] month, year [YYYY]

Amongst

[Name of the Lead Member] incorporated under The Companies Act, [1956/ 2013] having its registered office at [address of the registered office] (hereinafter referred to as the "First Party" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

[Name of the Other Member 1] incorporated under The Companies Act, [1956/ 2013] having its registered office at [address of the registered office] (hereinafter referred to as the "Second Party" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

[Name of the Other Member 2] incorporated under The Companies Act, [1956/ 2013] having its registered office at [address of the registered office] (hereinafter referred to as the "Third Party" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned First Party, Second Party and Third Party are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

The Parties are interested in jointly developing the SPP as members of the Consortium/ JV and in accordance with the terms and conditions of the Bidding Documents.

It is a necessary condition under the RFP that the members of the Consortium shall enter into a Consortium/ JV Agreement and furnish a copy thereof as per ITB Clause 1.6.2.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Consortium/ JV Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Bidding Documents.

2. Consortium/ JV

The Parties do hereby irrevocably constitute a consortium/ JV ("Consortium/ JV") for the purposes of jointly developing the SPP.

The Parties hereby submitted their Bids only through this Consortium/ JV and not individually and/ or through any other consortium constituted for this SPP, either directly or indirectly or through any of their Group Business Entity.

3. Covenants

The Parties hereby undertake that the Bidder being selected as the Successful Bidder shall form a new SPV by the members of the Consortium/ JV mandatorily for developing the SPP under The Companies Act, 2013. The Successful Bidder shall submit the registration certificate of the SPV within a maximum time period of forty-five (45) Days from the date of intimation of PPA. Further, the Bidder shall submit the PAN and GST certificate of the SPV within a maximum time period of sixty (60) Days from the date of intimation of PPA.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described in the Bidding Documents. The First Party shall be the Lead member of the Consortium/ JV and shall have the power of attorney from all the Other Members for conducting all business for and on behalf of the Consortium/ JV for developing the SPP;

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Bidding Document.

6. Shareholding in the SPV

The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

Name of the Parties	Role of the Parties	% of subscribed and paid up equity share capital of the Consortium/ JV
[Insert the name of the Lead Member]	Lead Member	
[Insert the name of the Other Member 1]	Other Member 1	
[Insert the name of the Other Member 2]	Other Member 2	

The Parties undertake that the members in the Consortium/ JV shall hold the above % of subscribed and paid up equity share capital of the Consortium/ JV at all times until first year of operation from COD.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Consortium/ JV Agreement that:

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Consortium/ JV Agreement;
- b) The execution, delivery and performance by such Party of this Consortium/ JV Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents including the power of attorney and board resolution in favour of the person executing this Consortium/ JV Agreement for the delegation of power and authority to execute this Consortium/ JV Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

- iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Consortium/ JV Agreement;

c) This Consortium/ JV Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

8. Termination

This Consortium/ JV Agreement shall be effective from the date hereof and shall continue in full force and effect until first year of operation from COD.

9. Miscellaneous

This Consortium/ JV Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Consortium/ JV Agreement shall not be amended by the Parties without the prior written consent of OREDA or GRIDCO.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED BY THE AUTHORIZED SIGNATORY OF THE RESPECTIVE PARTIES

For and on behalf of Lead Member by:	For and on behalf of Other Member 1 by:	For and on behalf of Other Member 2 by:
Name:	Name:	Name:
Designation:	Designation:	Designation:
Company:	Company:	Company:

In the presence of witnesses:

Name:	Name:
Designation:	Designation:
Company:	Company:

Notes:

1. The mode of the execution of the Consortium/ JV Agreement shall be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

This shall be supported by the power of attorneys along with the board resolutions issued by the respective Companies in favour of the respective authorized signatories to execute this Consortium/ JV Agreement.

End of Document

This PPA is an integral part of the RFP No.: 5887/PD-10/2017/OREDA, dated: 23.12.2020

**INDICATIVE POWER PURCHASE AGREEMENT (PPA), SUBJECT TO APPROVAL FROM OERC
BETWEEN**

GRIDCO LIMITED

AND

[INSERT THE NAME OF THE SOLAR POWER DEVELOPER (SPD)]

For the development of a 10 MW grid-connected Solar Power Project (SPP) in Odisha for the solarization of Konark NAC under the High Visibility Solar Applications Scheme of MNRE on Build-Own-Operate (B-O-O) basis

This PPA is entered into at Bhubaneswar, Odisha on the day of [insert date]th [insert month] [year] ("Effective Date").

GRIDCO Limited, a company incorporated under The Indian Companies Act, 1956, having its registered office at Janpath, Bhoinagar, Bhubaneswar-751022 (hereinafter referred to as "**GRIDCO**"), which expression shall unless repugnant to the context or meaning thereof shall include its successors and permitted assigns as Party of the First Part;

AND

[insert SPD name], a company incorporated under The Indian Companies Act, [1956/ 2013], having its registered office at [insert registered office address] (hereinafter referred to as "**SPD**" or "**SPD**"), which expression shall unless repugnant to the context or meaning thereof shall include its successors and permitted assigns as Party of the Second Part;

WHEREAS, as per the National Action Plan on Climate Change and The Electricity Act, 2003, the Odisha State Electricity Regulatory Commission (OERC) has determined the Renewable Purchase Obligation (RPO) which included both solar and non-solar obligation for different obligated entities in the State as defined in the Odisha Gazette Notification dated 10th Sep 2015.

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

AND WHEREAS, the SPD, selected by OREDA through a competitive bidding process with reference to RFP obligated to implement the SPP at a location as per the Land Lease Agreement to be executed between the Department of Energy, Government of Odisha and the SPD in order to evacuate the solar Energy generated from the SPP to the 33 kV voltage level of the nearest 132/33 kV Odisha Power Transmission Corporation Limited (OPTCL) grid substation situated at Junagarh.

NOW, THEREFORE, in consideration of the matters described above and the covenants in this PPA, the SPD agrees to sell and GRIDCO agrees to purchase solar Energy generated from the SPP and intending to be fully obliged to such considerations, agree as follows:

1 DEFINITIONS

In this PPA, 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 into force and effect including regulation and rules made there under as may be in force and effect during the subsistence of the PPA
- ii. **“Auxiliary Consumption”** shall mean Energy consumed by auxiliaries of SPP required for or during generation of Energy (excluding the Energy used for office and during night hours)
- iii. **“Billing Month”** means the Month for which the monthly invoice is issued by the SPP to GRIDCO
- iv. **“Clearances”** means any consent, license, approval, permit or other authorization of whatsoever nature which is required to be obtained by the SPD from any competent authority for coming into force of the PPA, for the construction, operation and maintenance of the SPP, for the use of the SPP to produce and deliver grid quality energy into the State Grid and all such other matter as may be necessary in connection with the SPP
- v. **“Commercial Operation Date”** or **“COD”** means the date on which the SPP is Commissioned (as certified by GRIDCO, SLDC and OPTCL) and available for commercial operation and such date as specified in a written notice given at least 30 (Thirty) Days in advance by the SPP to GRIDCO
- vi. **“Commissioned”** means the state or act of successful completion of commissioning of the SPP
- vii. **“Contract Year”** means shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that:
 - a) in the financial year in which the COD would occur, the Contract Year shall end on the date immediately before the COD and a new Contract Year shall commence once again from the COD and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and
 - b) provided further that the last Contract Year of this PPA shall end on the last day of the Term of this PPA.
- viii. **“CDM”** means Clean Development Mechanism
- ix. **“CUF”** means Capacity Utilization Factor
- x. **“Day”** means the calendar day as per the Gregorian calendar
- xi. **“Delivery Point/ Interconnection”** means be the point or points of connection at which Energy is delivered into the 33 kV voltage level of the nearest 132/33 kV Odisha Power Transmission Corporation Limited (OPTCL) grid substation situated at Junagarh. It shall be the interconnection point after isolators and circuit breakers with required protections at injection point into State Grid as finalized/ to be finalized in consultation with OPTCL/ GRIDCO
- xii. **“Delivered Energy”** means the Net Electrical Energy measured in terms of kWh generated by the SPP and delivered by SPD at the Delivery point in accordance with this PPA
- xiii. **“Disputes”** means any difference, disagreement, dispute, failure to perform or delivery 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
- xiv. **“The Electricity Act, 2003”** means The Electricity Act, 2003 (Act no. 36 of 2003) enacted by the Parliament and includes any amendment thereto

- xv. **“Energy”** means the electrical energy generated by the SPP
- xvi. **“EBC”** means Energy Billing Center of GRIDCO/ SLDC
- xvii. **“Government Instrumentality”** means the Government of India, Governments of state of Odisha and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or the above state Government or both, any political subdivision of any of them including any court or appropriate commission or tribunal or judicial or quasi-judicial body in India;
- xviii. **“Grid Code”** means the grid Code specified by OERC and shall include any amendment/ modifications thereof
- xix. **“Forced Outage”** means an outage of SPP or a transmission facility or apparatus due to a fault or other reasons, which has not been planned
- xx. **“Interconnection Facilities”** means all the facilities, to be installed and maintained by SPD up to Delivery point to enable evacuation of the delivered Energy from the SPP and injection into State Grid in accordance with the PPA (which may include, without limitation, transformers, switching equipment and protection, control and metering devices etc.)
- xxi. **“Metering Point”** shall be at the 33 kV voltage level of the nearest 132/33 kV Odisha Power Transmission Corporation Limited (OPTCL) grid substation situated at Junagarh. For the purpose of energy accounting, the SPD shall install 0.2S class ABT-compliant meter at the Metering Point, as per the Prudent Utility Practices
- xxii. **“Month”** means the calendar Month as per the Gregorian calendar
- xxiii. **“Net Electrical Energy”** means Energy output in kWh net delivered at the Delivery Point, after deducting Auxiliary Consumption of the SPP and the transmission loss from the SPP to the Delivery Point.
- xxiv. **“OERC”** means Odisha State Electricity Regulatory Commission
- xxv. **“OPTCL”** means Odisha Power Transmission Corporation Limited
- xxvi. **“OREDA”** means Odisha Renewable Energy Development Agency
- xxvii. **“Planned Outage”** means outage of the SPP or a transmission facility or apparatus, planned and agreed by SLDC
- xxviii. **“Solar Power Project”** or **“SPP”** means the 10 MW grid-connected Solar Power Project (SPP) in Odisha for the solarization of Konark NAC under the High Visibility Solar Applications Scheme of MNRE on Build-Own-Operate (B-O-O) basis
- xxix. **“PPA”** means this Power Purchase Agreement
- xxx. **“PPA Tariff”** means the rate for purchase of Energy from the SPD in INR per kWh, towards Delivered Energy and measured in kWh, as per the reading shown in the meters installed at the Metering Point
- xxxi. **“Prudent Utility Practices”** means accepted international/ Indian practice(s) standard(s), engineering and operation considerations, considering the condition prevalent at project site including manufacture’s recommendations generally followed in the operation and maintenance of facilities similar to the project
- xxxii. **“Reactive Power”** means the VAR (reactive volt-ampere) component of the product of voltage and current, which the power station shall provide to the Grid System and absorb from the Grid System which is measured in MVAR
- xxxiii. **“REC”** means Renewable Energy Certificate

- xxxiv. **“RFP”** means Request for Proposal as published by OREDA with reference to RFP No. dated
- xxxv. **“RPO”** means Renewable Power Obligation target as specified by OERC from time to time
- xxxvi. **“SCOD”** means the Scheduled Commercial Operation Date which is the date within six (6) months from signing of the PPA
- xxxvii. **“SLDC”** shall means Odisha State Load Dispatch Centre
- xxxviii. **“Solar Power Developer”** or **“SPD”** means a company selected to set up the SPP through solar photovoltaic for generation of electricity, as per the RFP
- xxxix. **“Term”** means a period of 25 (twenty-five) years from the date of COD

In this PPA, unless otherwise stated, the singular included 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.

--- End of Article ---

2 LICENSES, PERMITS AND SECURITIES

2.1 SPD's Scope

- 2.1.1 The SPD, at its own cost and expense, shall acquire and maintain in effect, Clearances as may be necessary from time to time from any regulatory/ competent authority in order to enable it to perform its obligation under the PPA for the construction, development, operation and maintenance of the SPP and for the use of the SPP to produce and deliver Energy into State Grid and all such other matter as may be necessary in connection with the SPP. GRIDCO shall render reasonable assistance to the SPD to enable the later to obtain such Clearances.
- 2.1.2 Provided, however, non-rendering or partial rendering of assistance shall not in any way absolve the SPD of its obligation to obtain such Clearances, nor shall it mean or confer any right or indicate any intension to waive the need to obtain such Clearances.
- 2.1.3 The SPD shall also refer to the scope of work mentioned under the RFP

--- End of Article ---

3 SYNCHRONIZATION, COMMISSIONING AND COMMERCIAL OPERATION DATE

3.1 Synchronization, Commissioning and Commercial Operation Date

- 3.1.1 The SPD shall give at least 30 (thirty) Days written notice to the GRIDCO, OPTCL and SLDC of the date on which it intends to synchronize and Commission the SPP at the Delivery Point with the State Grid.
- 3.1.2 Subject to the Article 3.1.1, the SPP may be synchronized by the SPD to the State Grid when it meets all the connection conditions prescribed in the Grid Code and otherwise meets all other Indian legal requirements for synchronization to the grid system.
- 3.1.3 The synchronization equipment and all necessary arrangements/ equipment including Remote Terminal Unit (RTU) for scheduling of Energy generated from the SPP and transmission of data to the concerned authority as per the Applicable Laws shall be installed by the SPD at its generation facility of the SPP, at its own cost. The SPD shall synchronize its system with the State Grid only after the approval of STU (OPTCL), GRIDCO and SLDC.
- 3.1.4 The SPD shall immediately after each synchronization/ tripping of generator, inform the substation of STU (OPTCL) and GRIDCO to which the SPP is electrically connected in accordance with applicable Grid Code and Applicable Laws.
- 3.1.5 The SPD shall Commission the SPP within SCOD.
- 3.1.6 The COD certificate shall be issued by GRIDCO after the successful achievement of the Commercial Operate Date by the SPD.

3.2 Dispatch and Scheduling

- 3.2.1 The SPD shall be required to schedule its Energy as per the Applicable Laws of CERC, OERC and SLDC, and maintain compliance to the Grid Code requirements and directions, as specified by SLDC from time to time. Any deviation from the schedule shall attract the provisions of applicable Deviation Settlement Mechanism, regulation/ guidelines/ directions and any financial implication on account of this shall be to the account of the SPD.
- 3.2.2 The SPD shall be responsible for deviations made by it from the dispatch schedule and for any resultant liabilities on account of charges for deviation as per Applicable Laws.

--- End of Article ---

4 RIGHT TO CONTRACTED ENERGY & PPA TARIFF

- 4.1 GRIDCO at any time during a contract year shall be obliged to purchase any Energy from the SPD within the range with minimum Energy of **14.9796 MU/annum** to a maximum Energy of **18.3084 MU/annum**, calculated at CUF of **(19%±10% of 19%)** at the applicable Tariff. Energy from the SPD beyond CUF of **(19%+10% of 19%)** for 18.3084 MU/annum, will be purchased at 75% of the applicable PPA Tariff (i.e. less than 25% of the applicable PPA Tariff).

--- End of Article ---

5 LIQUIDATED DAMAGES FOR DELAY IN COD AND SHORTFALL IN ENERGY

5.1 Liquidated Damages on COD

5.1.1 The SPP shall achieve COD by the Scheduled Commercial Operation Date. In case of failure to achieve this milestone, GRIDCO shall review the progress of the SPP and take suitable actions.

5.2 Penalty for shortfall in Energy

5.2.1 If for any Contract Year, it is found that the SPD has not been able to generate minimum electricity of **14.9796 MU/annum** on account of any reasons not attributable to GRIDCO or Force Majeure events, the non-compliance by the SPD shall make it liable to pay a liquidated damages to GRIDCO. Such liquidated damages 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, actual COD will be taken as the 1st day of the year if the SPP is Commissioned after SCOD.

5.2.2 The shortfall in Energy will be calculated as the difference between the guaranteed output i.e. **14.9796 MU/annum** and the actual output. For the first year, the actual Energy will be calculated from the date of actual COD. The amount of compensation shall be equal to the compensation payable by GRIDCO towards non-meeting of Solar RPOs, if such compensation is ordered by the OERC and proportional to the amount of shortfall in solar Energy during the Contract Year.

5.3 Generation compensation for off-take constraints

5.3.1 **Generation compensation in offtake constraints due to Grid unavailability:** During the operation of the SPP, there can be some periods where the SPP can generate Energy but due to temporary transmission unavailability, the Energy is not evacuated, for reasons not attributable to the SPD. In such cases, subject to the submission of documentary evidence from the competent authority, the generation compensation shall be restricted to the following and there shall be no other claim, directly or indirectly against GRIDCO:

Duration of Grid unavailability	Provision for Generation Compensation
Grid unavailability in a Contract Year as defined in the PPA: (only period from 8 am to 6 pm to be counted):	Generation Loss = [(Average Energy generation per hour during the Contract Year) x (number of hours of grid unavailability during the Contract Year)] Where, Average Energy generation per hour during the Contract Year (kWh) = Total Energy generation in the Contract Year (kWh) ÷ Total hours of Energy generation in the Contract Year (hours)

The excess Energy generation by the SPD equal to this generation loss shall be procured by GRIDCO at the PPA Tariff so as to offset this loss in the succeeding 3 (three) Contract Years.

5.3.2 **Offtake constraints due to Backdown:** The SPD and GRIDCO shall follow the forecasting and scheduling process as per the regulations in this regard by OERC. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), provides for status of “must-run” to solar power projects. Accordingly, no solar power plant, duly commissioned, should be directed to back down by a Discom/ Load Dispatch Centre (LDC). In case such eventuality of Backdown arises, including non-dispatch of power due to non-compliance with “Order No. 23/22/2019-R&R dated 28.06.2019 of Ministry of Power regarding opening and maintaining of adequate Letter of Credit (LC) as payment security mechanism under the Power Purchase Agreements by Distribution Licensees” and any clarifications or amendment thereto, except for the cases where the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the SPD shall be eligible for a Minimum Generation Compensation, from GRIDOC, in the manner detailed below:

Duration of Backdown	Provision for Generation Compensation
Hours of Backdown during a monthly billing cycle.	<p>Minimum Generation Compensation = 100% of [(Average Generation per hour during the month) × (number of backdown hours during the month) × PPA Tariff]</p> <p>Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month</p>

No back-down / curtailment to be ordered without giving formal/ written instruction for the same. The details of back-down / curtailment, including justifications for such curtailment, to be made public by the concerned State Load Dispatch Centre. Centre

The SPD shall not be eligible for any compensation in case the backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions. The Energy generation compensation shall be paid as part of the energy bill for the successive Month as per the Delivered Energy.

--- End of Article ---

6 RATE AND CHARGES

6.1 Monthly Energy Charges

- 6.1.1 GRIDCO shall pay for the Delivered Energy as certified in the State Energy Account by SLDC/ Energy Billing Centre (EBC), for the Term of this PPA from the Commercial Operation Date, to the SPD every month. The PPA Tariff payable by GRIDCO for Energy purchased shall be as per Article 6.1.2.
- 6.1.2 The applicable PPA Tariff for twenty-five (25) years for the SPP shall be **INR [insert the PPA Tariff] per kWh**, i.e. the levelized tariff as discovered during the competitive bidding process with reference to RFP No. [insert RFP No.] dated 8th Oct 2020.

7 BILLING & PAYMENT PROCEDURE

7.1 Billing Procedure

7.1.1 The billing shall be done on Monthly basis. SPD shall bill to GRIDCO based on certified Energy Account by SLDC/ EBC data as per the meters installed at the Metering Point promptly following the end of each Month for the Delivered Energy.

7.2 Payment Procedure

7.2.1 A monthly invoice containing detailed statement reflecting the quantity of Energy supplied to the State Grid at the Metering Point and PPA Tariff payable shall be submitted by the SPD to GRIDCO at its designated office addressed to Chief General Manager (PP), GRIDCO.

7.2.2 A rebate of 2% on the billed amount shall be deducted by GRIDCO for payment made within 7 (seven) Days from the receipt of the monthly invoice by GRIDCO. For payment made by GRIDCO from 8th Day to 30th day from the presentation of monthly invoice by the SPD, no rebate shall be availed by GRIDCO.

7.2.3 For late payment beyond a period of 30 (thirty) Days from the date of presentation of monthly invoice by the SPD, a delayed payment surcharge at the rate of 1.25% per Month (i.e. 15 % per annum) or part thereof shall be levied on the outstanding billed amount by the SPD.

7.2.4 The date of transfer of fund to the SPD account shall be considered as the date of payment for computation of rebate or late payment surcharge in respect of such payment.

7.2.5 As a security package, GRIDCO shall provide facilities of an irrevocable, revolving and confirmed Letter of Credit (LC) by any designated Nationalized Bank. The LC will be recoupable in case it is operated. The amount of LC shall be equal to the expected payment for one (1) Billing Month. The LC shall be standby and can be operated in case GRIDCO fails to pay the monthly invoice within 60 (sixty) Days of presentation of monthly invoice.

7.2.6 The SPD shall, not later than 60 (sixty) Days and before the COD of the SPP, inform GRIDCO of availability of Energy from the SPP. Within 30 (thirty) Days of intimation as aforesaid by the SPD to GRIDCO, GRIDCO shall open an LC for the purchase of Delivered Energy from the SPP.

7.2.7 LC on or before 30 (thirty) Days prior to the SCOD of the SPP and at all times thereafter, GRIDCO shall cause to be in effect an irrevocable, divisible, revolving and confirmed LC issued in favour of the SPD by any designated nationalized bank. Such LC shall

- a) On the date it is issued have a term of one-year, except in the first year wherein it shall have a term from the date of its issue till 31st March of that Contract Year
- b) Be payable upon the execution and presentation by the officer of the SPD immediately after 60 (sixty) Days from the due date of payment
- c) On the date it is issued, have revolving stated amount equal to the estimated Delivered Energy multiplied by the PPA Tariff, with amount is hereinafter referred to as "LC Amount"
- d) Within 30 (thirty) Days before expiring of any LC, GRIDCO shall renew or provide a new or replacement LC
- e) In the event of a call on the LC by the SPD, it will be recouped by GRIDCO to its full amount on receipt of such intimation from the designated bank prior to the raising of next monthly invoice

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

- 7.2.8 The SPD shall deposit a Performance Security as given under the ITB Clause 1.6.3. of the **RFP**. The Performance Security for achieving the Scheduled Commercial Operation Date (SCOD) shall be submitted for an amount of 3 Lakhs INR per MW, totaling 30 Lakhs INR in the form of a bank guarantee, in four (4) parts as given in the table below. The bank guarantee will be reduced by five percent (5%) each year and fully returned in four (4) Years.

BG no.	Amount	Expiry date	Claim date
BG 1	Five percent (5%) of total bank guarantee amount	Nine (9) Months from the date of issuing intimation letter to sign PPA and LLA by OREDA	Twelve (12) Months from the date of expiry
BG 2	Five percent (5%) of total bank guarantee amount	Twenty-One (21) Months from the date of issuing intimation letter to sign PPA and LLA by OREDA	Twelve (12) Months from the date of expiry
BG 3	Five percent (5%) of total bank guarantee amount	Thirty (30) Months from the date of issuing intimation letter to sign PPA and LLA by OREDA	Twelve (12) Months from the date of expiry
BG 4	Eighty Five percent (85%) of total bank guarantee amount	Forty-Two (42) Months from the date of issuing intimation letter to sign PPA and LLA by OREDA	Twelve (12) Months from the date of expiry

OREDA will have the right to encash the bank guarantee, if the SPD fails to operate the SPP or fails to produce energy or the SPP is left idle for any reason for over one (1) Year and the SPP doesn't meet the annual minimum generation criteria as per PPA.

The bank guarantee submitted towards the Performance Security may be returned within a maximum period of thirty (30) Days of the expiry date of the BG.

The bank guarantee can be extended as per the requirement from OREDA from time to time in the interest of the SPP to achieve Commissioning.

In case any money is due from the SPD to GRIDCO, then the SPD shall make the payment to GRIDCO as per the timelines given by GRIDCO. In case the SPD defaults in making the payment in a timely manner, then the deductions will be first made from any payments due to the SPD by GRIDCO and the remaining full/ part can be deducted by forfeiting the Performance Security. The format for the Performance Security is attached at the end of the PPA.

--- End of Article ---

8 INTERCONNECTION, DELIVERY POINT AND METERING

8.1 The methodology of Energy generation and scheduling of Energy to GRIDCO shall be as per the prevailing Indian Electrical Grid Code (as amended from time to time) or Odisha Grid Code (as amended from time to time).

8.2 Grid Interfacing

- a) No grid connectivity charges shall be leviable for the SPP.
- b) The transmission of Energy up to the Delivery Point and the energy accounting infrastructure is the responsibility of the SPD. The SPD shall construct and maintain the transmission line up to the nearest 132/33 kV OPTCL sub-station from the SPP. The SPD shall handover the transmission line to OPTCL after completion of construction. The maintenance of transmission system up to the Delivery Point shall be the responsibility of the SPD. The SPD shall install a main metering system and a backup metering system at the Delivery Point, as per the Applicable Laws and Prudent Utility Practices in Odisha.
- c) The arrangement of connectivity shall be made by the SPD through a dedicated transmission line. The entire cost of transmission including cost of construction and maintenance of line shall be borne by the SPP. The transmission losses etc. from the Metering Point to the Delivery Point at OPTCL sub-station shall be borne by the SPD.
- d) The interconnection with OPTCL shall be in accordance with Grid connectivity standard as may be stipulated by OERC or as per the guidelines framed by the Central Electricity Authority.
- e) OPTCL shall provide necessary approvals and infrastructure for evacuation of the Energy generated at the nearest distribution substation / Grid Substation or any other suitable alternative arrangement available nearby.
- f) The interfacing including transformers, switchgears, control and relay, protection panels, metering etc. and High Voltage (HV)/ Extra High Voltage (EHV) lines up to the nearest 132/33 kV OPTCL Substation at Junagarh/ line will be provided and maintained by the SPD itself in accordance with the specification and requirements of GRIDCO/ OPTCL and Grid Code. The SPD will bear the entire cost of such transmission facilities.
- g) GRIDCO /OPTCL has the right to connect any additional loads on the feeder connecting to the Delivery Point.
- h) The SPD agrees that Energy generated from the SPP shall be fed to the State Grid to the extent power evacuation system is available. The decision of OPTCL / SLDC about the extent of power evacuation facility available in the system shall be final and binding on the SPD and no compensation on this account shall be admissible.
- i) The equipment and protection schemes installed in 33 kV /132 kV line bays at 132 kV or 33 kV OPTCL substations as well as in SPD own Substation 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 SPD should be got approved from GRIDCO/ OPTCL
- j) The Energy delivered by the SPD at the Delivery Point shall conform to the parameters and technical limits as specified by GRIDCO.

- k) The SPD will install necessary current limiting devices such as thyristors, etc., if required. The SPD 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 after deciding the place of Delivery Point. The SPP may be synchronized to the State Grid system, when the SPD has obtained permission for synchronization after meeting system requirements and such SPP complies with the Prudent Utility Practices.
- l) Notwithstanding any provision in the PPA, the SPD shall comply with the State Grid Code, dispatch practices, performance standard, protection and safety as required as per the rules and regulations in force as applicable from time to time in the State of Odisha.
- m) The SPD shall abide by GRIDCO/ OPTCL connection conditions as applicable from time to time.
- n) Capacitors of adequate rating will also be provided in the system/ inverter by the SPD to ensure that the power factor is maintained at 0.92 to 1.00 lagging at all the time. MVARh scheduling will be done as per direction of the SLDC.
- o) The SPD shall also provide suitable protection devices/ controls as may be required by GRIDCO/ OPTCL so that the SPP could be isolated automatically when the Grid supply fails.
- p) OPTCL shall evacuate all the Delivered Energy. However, State Lode Dispatch Centre looking to system requirement, may direct the SPD to temporarily curtail or stop its electrical generation without any liability on account:
 - i. Inspection/ repair/ maintenance of OPTCL Grid System and associated equipment or Forced Outage conditions;
 - ii. Safety of equipment and personnel of OPTCL; and
 - iii. Any other technical requirement to maintain the Grid discipline and security.
- q) In the event of abnormal voltage conditions, GRIDCO/ OPTCL will have right to ask the SPD for regulating the Reactive Power generated by the SPP as per system requirements.
- r) OPTCL shall disconnect the interconnection of the SPP from State Grid system in case of default of the SPD to comply with the technical parameters of supply and such disconnection will continue till default continues.
- s) The SPD shall construct and set up dedicated transmission facility for evacuation of Energy from the SPP to the Delivery Point.
- t) Right of Way (RoW) for setting up the transmission line shall be obtained from the concerned landowners by the SPD only and OPTCL will not be responsible for the same even if the work is taken up through them. In any case, the SPD shall be solely responsible for managing the RoW related issues.
- u) Generation loss for availability of Grid for less than 98% shall be allowed as detailed at Ministry of Power (MoP), Government of India (Gol) resolution dated 03rd Aug 2017, as illustrated in Schedule -2.

8.3 Measurement of Energy and Metering

- a) The metering shall be at the Metering Point as mentioned at Article 8.2 of this PPA.
- b) The metering requirement shall be as per CEA Regulation on “Installation and Operation of Meters, 2006” and amended from time to time
- c) However, the Delivered Energy to the Grid at the Metering Point as per the meter reading shall be considered for monthly billing.
- d) Drawl of Energy by the SPD’s from the Discoms for the SPP or during nighttime shall be billed by the respective Discom to the SPD as per their prevailing retail tariff as published by OERC from time to time for the respective Discom.

- - - End of Article - - -

9 OTHER CHARGES

Start-up power for testing and Commissioning: Energy drawn during start up, Commissioning and backing down will be billed by the respective Discoms as per applicable the retail tariff as published by OERC from time to time for the respective Discom.

9.1 kVArh Charges

9.1.1 The SPP will maintain the load power factor of 0.92 (lagging) to 1.0 and during the shutdown/ backdown it will draw power at a factor of 0.92 lagging to 1.0, beyond this they will be liable to be disconnected from the Grid. SPP will be subject to MVARh tariff as specified under the Grid Code by the OERC from time to time.

9.2 SLDC Fee & Charges

9.2.1 The SPD shall be liable to pay the SLDC Fee & Charges as per OERC orders amended from time to time.

9.3 Merit Order Dispatch

9.3.1 The SPP will not be subjected to merit order dispatch regulation.

9.4 Sharing of CDM Credit

9.4.1 The Clean Development Mechanism (CDM) benefit shall be shared between GRIDCO and the SPD respectively as per CERC stipulations.

--- End of Article ---

10 METER READING, SEALING OF METERS

10.1 Reading and correction of Meters

- 10.1.1 OPTCL and the SPD shall jointly take the meter reading on the first day of every Month at the Metering Point.
- 10.1.2 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 readings will be taken into consideration at the Delivery Point, 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.
- 10.1.3 Meter reading taken jointly at the appointed date and time will be signed by the representatives of OPTCL and SPD. If SPD representative is not present for joint meter reading then the meter reading taken by OPTCL shall be considered final, provided a signed copy of the meter reading is sent to the SPD within twenty four (24) hours of such reading of the main metering system or backup metering system, as the case may be.
- 10.1.4 SPD shall ensure to furnish the following at the time of submission of the first invoice, subsequent to signing of the PPA:
- 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 OPTCL network showing the location of energy meters for billing purpose shall be furnished along with the first invoice
 - e) A copy of the insurance of the SPP and Interconnection Facilities.

10.2 Sealing and Maintenance of Meters

- 10.2.1 OPTCL shall seal the main metering system and the backup metering system in the presence of representative of the SPD.
- 10.2.2 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 SPD or by OPTCL at SPD's cost. GRIDCO/ OPTCL will ensure that metering system is tested for accuracy at least once in a year and report furnished along with EBC data.
- 10.2.3 Any meter seal(s) shall be broken only by the authorized officer of OPTCL in the presence of representative of SPD's whenever the main metering system or the backup metering system is to be inspected, tested, adjusted, repaired or replaced.

10.3 Records

- 10.3.1 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 SPP. Among such other records and data, the SPD shall maintain an accurate and up-to-date operating log at the SPP with the records of:

- a) 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. SPD shall furnish summary of day wise generation report every Month along with the invoices.
- b) Any unusual conditions found during operation/ inspections.
- c) Chart and printout of event loggers, if any, for system disturbances/ outages. Records will be reserved for a period of 36 (thirty-six) Months.

--- End of Article ---

11 INSURANCE

11.1 Insurance:

11.1.1 Throughout the Term of the PPA, the SPD, at their own cost expense, shall maintain and keep in full force the following:

- a) Insurance of SPP 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 SPD. The SPD may insure or cause to be insured such property under a blanket insurance policy in such amounts as determined by it,
- b) Public liability insurance with respect to the SPP and Interconnection Facilities with one more reputable insurance companies death or bodily injury and property damage resulting from the operation of the generation facility of the SPP,
- c) Statutory workers compensation insurance and employer's liability insurance, and
- d) Any other insurance that may be required pursuant to a financing agreement or statutory requirement as per the Applicable Laws.

--- End of Article ---

12 FORCE MAJEURE

12.1 Force Majeure

12.1.1 Force Majeure means any event or circumstance or combination of events and circumstances including those stated below in Article 12.2 that prevents performance by a Party of its obligations under this PPA, but only if and to the extent that such events or circumstances are not within the reasonable control, and not due to fault or negligence of a Party ("Affected Party") and could not have been prevented, avoided or overcome even if the Affected Party had taken reasonable care or complied with Prudent Utility Practices.

12.2 Force Majeure Events

12.2.1 Neither Party shall be responsible or liable for or deemed in breach hereof because of any delay or failure in the performance of its obligations hereunder (except for obligations to pay money due prior to occurrence of Force Majeure Events under this PPA) or failure to meet milestone dates due to any event or circumstance ("**Force Majeure Events**") beyond the reasonable control of the Party experiencing such delay or failure, including the occurrence of any of the following:

- a) Acts of God;
- b) Typhoons, floods, lightning, cyclone, hurricane, drought, famine, epidemic, plague or other natural calamities;
- c) Acts of war (whether declared or undeclared), invasion or civil unrest;
- d) Any requirement, action or omission to act pursuant to any judgment or order of any court or judicial authority in India (provided such requirement, action or omission to act is not due to the breach by the SPD or GRIDCO of any Law or any of their respective obligations under this PPA);
- e) Inability despite complying with all legal requirements to obtain, renew or maintain required licenses or legal approvals;
- f) Earthquakes, explosions, accidents, landslides;
- g) Expropriation and/ or compulsory acquisition of the SPP in whole or in part by Government Instrumentality;
- h) Chemical or radioactive contamination or ionizing radiation;
- i) Damage to or breakdown of transmission facilities of GRIDCO/ OPTCL;
- j) Exceptionally adverse weather condition which are in excess of the statistical measure of the last 100 (hundred) years.

12.3 Force Majeure Exclusions

12.3.1 Force Majeure shall not include the following conditions, except to the extent that they are consequences of a Force Majeure Event:

- a) Unavailability, late delivery or change in cost of plants and machineries, equipment, materials, spares parts or consumables for the SPP;
- b) Delay in performance of any contractor, subcontractor or their agents;

- c) Non-performance resulting from normal wear and tear experience in power generation materials and equipment;
- d) Strike or labour disturbances at the facilities of Affected Party(ies);
- e) Inefficiency of finances or funds or the PPA becoming onerous to perform;
- f) Non-performance caused by, or concerned with, the Affected Party's
 - (i) Negligent and intentional acts, errors or omissions;
 - (ii) Failure to comply with Indian law or Indian Directive; or
 - (iii) Breach of, or default under this PPA or any SPP agreement or Government agreement.

12.3.2 The Affected Party shall give notice to other Party of any event of Force Majeure as soon as reasonably practicable, but not later than 7 (seven) Days after the date on which such Party knew or should reasonably have known of the commencement of the Force Majeure Event. If any Force Majeure Event results in a breakdown of communication rendering it not reasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give notice as soon as reasonably practicable after reinstatement of communication, but not later than 1 (one) Day after such reinstatement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Affected Party claiming relief and the remedial measures proposed, and the Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the situation.

12.3.3 The Affected Party shall give notice to the other Party of (1) cessation of relevant event of Force Majeure; and (2) cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this PPA, as soon as practicable after becoming aware of each of these cessations.

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

12.4 Available Relief for a Force Majeure Event

12.4.1 No Party shall be in breach of its obligations pursuant to this PPA to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event. However, adjustment in Tariff shall not be allowed on account of Force Majeure Event.

12.4.2 For avoidance of doubt, neither Party's obligation to make payments of money due nor payable prior to occurrence of Force Majeure Events under this PPA shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.

--- End of Article ---

13 CHANGE OF LAW

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.

13.1 Definition of Change in Law

13.1.1 “**Change in Law**” means the occurrence of any of the following events after the deadline for Bid submission with reference to the **RFP**.

- a) the enactment, bringing into effect, adoption, promulgation, amendment, modification or repeal, of any statute, decree, ordinance or other law, regulations, notice, circular, code, rule or direction by Governmental Instrumentality or a change in its interpretation by a competent court of law, tribunal, government or statutory authority or any of the above regulations, taxes, duties, charges, levies etc.
- b) that results in any change with respect to any tax or surcharge or cess levied or similar charges by the Governmental Instrumentality on the Energy generation (leviable on the final output in the form of energy) or sale of Energy.

13.1.2 While determining the consequence of Change in Law under this PPA, the Parties shall have due regard to the principle that the purpose of compensating a Party affected by such Change in Law, is to restore through monthly PPA Tariff payment, to the extent contemplated in this PPA, the affected Party to the same economic position as if such Change in Law had not occurred.

13.2 Relief for Change in Law

13.2.1 If a Change in Law results in the SPD’s costs directly attributable to the SPP being decreased or increased by 1% (one percent) or more, of the estimated revenue from the Energy for the Contract Year for which such adjustment becomes applicable during Term, the PPA Tariff payment to the SPD shall be appropriately increased or decreased with due approval of OERC.

13.2.2 GRIDCO or the SPD, as the case may be, shall provide the other Party with a certificate stating that the adjustment in the PPA Tariff payment is directly as a result of the Change in Law and shall provide supporting documents to substantiate the same and such certificate shall correctly reflect the increase or decrease in costs.

13.2.3 The revised PPA Tariff shall be effective from the date of such Change in Law as approved by OERC.

13.3 Notification of Change in Law

13.3.1 If the SPP is affected by a Change in Law in accordance with Article 13.1.1 and the SPD wishes to claim relief for such a Change in Law, it shall give notice to GRIDCO of such Change in Law as soon as reasonably practicable after becoming aware of the same or should reasonably have known of the Change in Law.

13.3.2 Notwithstanding Article 13.3.1, the SPD shall be obliged to serve a notice to GRIDCO under this Article 13.3.2, even if it is beneficially affected by a Change in Law. Without prejudice to the factor of materiality or other provisions contained in this PPA, the obligation to inform GRIDCO contained herein shall be material.

Provided that in case the SPD has not provided such notice, GRIDCO shall have the right to issue such notice to the SPD.

13.3.3 Any notice served pursuant to Article 13.3.1 or Article 13.3.2 shall provide, amongst other things, precise details of:

- a) The Change in Law, and
- b) The effects on the SPD.

13.4 PPA Tariff Adjustment Payment on account of Change in Law

13.4.1 Subject to Article 13.1.2, the adjustment in monthly PPA Tariff payment shall be effective from:

- a) the date of adoption, promulgation, amendment, re-enactment or repeal of the Law or Change in Law; or
- b) the date of order/ judgment of the competent court or tribunal or Government Instrumentality, if the Change in Law is on account of a change in interpretation of Law.

13.4.2 The payment for Change in Law shall be through a supplementary bill. However, in case of any change in PPA Tariff by reason of Change in Law, as determined in accordance with this PPA, the monthly invoice to be raised by the SPD after such change in PPA Tariff shall appropriately reflect the changed PPA Tariff.

--- End of Article ---

14 ASSIGNMENTS AND TRANSFER

14.1 Assignment

14.1.1 This SPP can be transferred in full only as per the Government Policies and procedure.

14.2 Transfer

14.2.1 The SPD shall be permitted to assign and transfer the receivables of SPP under this PPA to any financial institution in case of external funding.

--- End of Article ---

15 TERM, DEFAULT & TERMINATION

15.1 Term

- 15.1.1 Term of PPA shall be for 25 (twenty-five) years from the actual COD, provided that at the end of the period of the PPA, new PPA may be executed at mutually agreed terms and conditions. Before one hundred and eighty (180) Days to expiry of the Term of the PPA, both Parties may mutually decide upon the terms and conditions for renewal of the PPA beyond twenty-five (25) years.
- 15.1.2 Time is an essence for this PPA and the SPP shall be commissioned by SCOD.
- 15.1.3 The SPD would not be eligible for availing the benefit of Renewable Energy Certificate (REC). The SPD shall submit an undertaking to this effect to GRIDCO before raising the first invoice.

15.2 Default

- 15.2.1 Default by GRIDCO will mean non-payment of Energy at the PPA Tariff for a period of consecutive 3 (three) Months after the due date or GRIDCO repudiates this PPA or if GRIDCO becomes voluntarily or involuntarily the subject of proceeding under any bankruptcy or insolvency laws or goes into liquidation or dissolution or has a receiver appointed over it or liquidator is appointed, pursuant to Applicable Laws, except where such dissolution of the GRIDCO is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this PPA and creditworthiness similar to GRIDCO and expressly assumes all obligations under this PPA and is in a position to perform them.
- 15.2.2 Default by the SPD shall mean
- a) Failure to achieve COD of the SPP beyond SCOD and the after following the procedure detailed at Article 5.1.1;
 - b) Operation and maintenance (O&M) Default on part of SPD;
 - c) Failure or refusal by SPD to perform any of its material obligations under this PPA including but not limited to financial closure.
 - d) SPP fails to make any payment required to be made to GRIDCO under this PPA within 3 (three) months after the due date of a valid invoice raised by the GRIDCO on the SPD;
 - e) If the SPD (i) assigns or purports to assign its assets or rights in violation of this PPA, or (ii) transfers or novates any of its rights and/ or obligations under this PPA, in violation of this PPA;
 - f) If the SPP becomes voluntarily or involuntarily the subject of proceeding under any bankruptcy or insolvency laws or goes into liquidation or dissolution or has a receiver appointed over it or liquidator is appointed, pursuant to Applicable Laws, except where such dissolution of the SPD is for the purpose of a merger, consolidated or reorganization and where the resulting entity has the financial standing to perform its obligations under this PPA and creditworthiness similar to the SPD and expressly assumes all obligations under this PPA and is in a position to perform them;
 - g) The SPD repudiates this PPA;
 - h) Change in controlling shareholding before the specified time frame as mentioned in the **RFP**.
 - i) Occurrence of any other event which is specified in this PPA to be a material breach/ default of the SPD;
 - j) non-supply of Delivered Energy at the Metering Point for a period of 3 (three) months for reasons exclusively attributable to the SPD;

- k) Not keeping in for valid permits / licenses etc., it may be obliged to keep and maintain such documents throughout;

15.3 Termination

- 15.3.1 The PPA may be terminated either by the SPD or GRIDCO only in the event of default by GRIDCO or the SPD as the case may be.
- 15.3.2 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 1 (one) Month from the date of the default notice, then, the non-defaulting Party may get the specific performance of PPA till the time default is corrected.
- 15.3.3 In case of default is cured, the PPA will revive and the provisions of original PPA will come into force, automatically within a maximum period of 6 (six) Months.

--- End of Article ---

16 CONFIDENTIALITY & IDEMNITY

16.1 SPD's Indemnity

16.1.1 The SPD agrees to defend, indemnify and hold harmless GRIDCO, its officers, directors, agents, employees and affiliates (and their respective officers, directors, agents, employees and consultants) from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages arising by reason of bodily injury, death or damage to property sustained by third parties that are caused by an act of negligence or the wilful misconduct of the SPD, or by an officer, director, sub-contractor, agent or employee of the SPD except to the extent of such injury, death or damage as is attributable to the wilful misconduct or negligence of, or breach of this PPA by, GRIDCO, or by an officer, director, sub-contractor, agent, employee or consultant of the GRIDCO.

16.2 GRIDCO's Indemnity

16.2.1 GRIDCO agrees to defend, indemnify and hold harmless the SPD, its officers, directors, agents, employees and affiliates (and their respective officers, directors, agents, employees and consultants) from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages arising by reason of bodily injury, death or damage to property sustained by third parties that are caused by an act of negligence or the willful misconduct of GRIDCO, or by an officer, director, sub-contractor, agent or employee of GRIDCO except to the extent of such injury, death or damage as is attributable to the willful misconduct or negligence of, or breach of this PPA by, the SPD, or by an officer, director, sub-contractor, agent, employee of consultant of the SPD.

16.3 Confidentiality

16.3.1 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 PPA and shall not disclose the same to any person/ party not being Party to this PPA.

16.3.2 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.

16.3.3 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.

16.3.4 Confidentiality shall not be applicable to either Party who is bound by law or by any direction/ orders of any court or authority to disclose any information under/ covered by this PPA.

--- End of Article ---

17 DISPUTES

17.1 Settlement of Disputes

- 17.1.1 All Disputes between the Parties arising out of or in connection with this PPA shall be first tried to be settled through mutual negotiation.
- 17.1.2 The Parties hereto agree to attempt to resolve all Disputes arising hereunder promptly, equitably and in good faith.
- 17.1.3 Except where expressly provided to the contrary in this PPA, any matter or dispute or different of whatsoever nature, howsoever arising under, out of or in connection with the PPA between the parties herein shall be resolved by mutual consent and if the matter is not resolved within 30 (thirty) Days from the date of parties join each other for such mutual consultation 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.

17.2 Jurisdiction

- 17.2.1 This PPA shall be subject to jurisdiction of the appropriate civil court at Bhubaneswar, Odisha/ Odisha High Court, Cuttack, to the exclusion of all other courts.

--- End of Article ---

18 MISCELLANEOUS PROVISIONS

- 18.1 Governing Law:** This PPA shall be interpreted, construed and governed by the Laws of India.
- 18.2 Insurance:** The SPD shall obtain and maintain necessary policies of insurance during the construction of the SPP as well as the Term of this PPA consistent with the Prudent Utility Practice.
- 18.3 Books and Records:** The SPD shall maintain books of account relating to the SPP in accordance with generally accepted Indian accounting principles.
- 18.4 Waivers:** Any failure on the part of a Party to exercise, and any delay in exercising, exceeding 3 (three) years, any right hereunder shall operate as a waiver thereof. No waiver by a Party of any right hereunder with respect to any matter or default arising in connection with this PPA shall be considered a Waiver with respect to any subsequent matter or default.
- 18.5 Limitation Remedies and Damages:** Neither Party shall be liable to the other for any consequential, indirect or special damages to persons or property whether arising in tort, contract or otherwise, by reason of this PPA or any services performed or undertaken to be performed hereunder.
- 18.6 Notices:** Any notice, communication, demand, or request required or authorized by this PPA shall be in writing and shall be deemed properly given upon date of receipt if delivered by hand or sent by courier, if mailed by registered or certified mail at the time of posting, if sent by fax when dispatched (provided if the sender's transmission report shows the entire fax to have been received by the recipient and only if the transmission was received in legible form), to:

In case of the SPD:

Name :
Designation :
Phone Nos. :
Fax No. :
Email ID :

In case of GRIDCO Limited:

Name : Mr. Shiba Shankar Nayak
Designation : Chief General Manager (Power Purchase)
Phone Nos. : 0- 94374 04458
Fax No. : 0674 – 2547 180
Email ID : sgm.pp@gridco.co.in

- 18.7 Severability:** Any provision of this PPA, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and without affecting the validity, enforceability or legality of such provision in any other jurisdiction.
- 18.8 Amendments:** This PPA shall not be amended, changed, altered, or modified except by a written instrument duly executed by an authorized representative of both Parties. However, GRIDCO may consider any amendment or change that the Lenders may require to be made to this PPA.
- 18.9 Survival:** The expiry or termination of this PPA shall not affect any accrued rights, obligations and liabilities of the Parties under this PPA, including the right to receive penalty as per the terms of this PPA, nor shall it affect the survival of any continuing obligations for which this PPA provides, either expressly or by necessary implication, which are to survive after the expiry of the PPA or termination including those under Article 12 (Force Majeure), Article 15 (Term, Default and Termination), Article 16 (Confidentiality and Indemnity), Article 18 (Miscellaneous Provisions), and other Articles and Schedules

of this PPA which expressly or by their nature survive the Term or termination of this PPA shall continue and survive any expiry or termination of this PPA.

18.10 Assignment

- 18.10.1 Neither Party shall assign this PPA nor shall any portion hereof without the prior written consent of the other Party, provided further that any assignee expressly assume the assignor's obligations thereafter arising under this PPA pursuant to documentation satisfactory to such other Party. However, such assignment if permitted may be only for entire contracted Energy.
- 18.10.2 Provided however, no approval is required from GRIDCO for the assignment by the SPD of its rights herein to the financing Parties and their successors and assigns in connection with any financing or refinancing related to the construction, operation and maintenance of the SPP.
- 18.10.3 In furtherance of the foregoing, GRIDCO acknowledges that the financing documents may provide that upon an event of default by the SPD under the financing documents, the financing parties may cause the SPD to assign to a third party the interests, rights and obligations of the SPD thereafter arising under this PPA. GRIDCO further acknowledges that the financing parties, may, in addition to the exercise of their rights as set forth in this Article, cause the SPD to sell or lease the SPP and cause any new lessee or purchaser of the SPP to assume all of the interests, rights and obligations of the SPD thereafter arising under this PPA.

18.11 Entire PPA and Appendices

- 18.11.1 This PPA constitutes the entire agreement between GRIDCO and the SPD, concerning the subject matter hereof. All previous documents, undertakings and agreements, whether oral, written, or otherwise, between the Parties concerning the subject matter hereof are hereby cancelled and shall be of no further force or effect and shall not affect or modify any of the terms or obligations set forth in this PPA, except as the same may be made part of this PPA in accordance with its terms, including the terms of any of the appendices, attachments or exhibits. The appendices, attachments and exhibits are hereby made an integral part of this PPA and shall be fully binding upon the Parties.
- 18.11.2 In the event of any inconsistency between the text of the Articles of this PPA and the appendices, attachments or exhibits hereto or in the event of any inconsistency between the provisions and particulars of one appendix, attachment or exhibit and those of any other appendix, attachment or exhibit, GRIDCO and the SPD shall consult each other to resolve the inconsistency.

- 18.12 Further Acts and Assurances:** Each of the Parties after convincing itself agrees to execute and deliver all such further agreements, documents and instruments, and to do and perform all such further acts and things, as shall be necessary or convenient to carry out the provisions of this PPA and to consummate the transactions contemplated hereby.

--- End of Article ---

19 APPROVAL OF THE PPA

This PPA is subject to the approval of OERC, with or without modification.

IN WITNESS WHEREOF, the Parties hereto have caused this PPA to be executed by their fully authorized officers, and copies delivered to each Party, as of the day and year first above stated.

FOR AND ON BEHALF OF
GRIDCO Limited:

FOR AND ON BEHALF OF
SPD

Authorized Signatory

Authorized Signatory

WITNESS 1:

WITNESS 1:

WITNESS 2:

WITNESS 2:

Format for Performance Security

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)
(Performance Security shall be submitted in 2 Nos. of Bank Guarantees in the ratio of 20% and 80% value.)

In consideration of the M/s [Insert name of the Successful Bidder] (hereinafter referred to as 'Solar Project Developer or SPD') submitting the response to RFP No. dated issued by Odisha Renewable Energy Development Agency (OREDA) inter alia for selection of the SPP having the capacity of 10 MW, at [Insert name of the SPP location] for supply of energy therefrom on long term basis to Grid Corporation of Odisha Limited (hereinafter referred to as "GRIDCO") and GRIDCO considering such response to the RFP of SPD (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees), OREDA issuing an intimation letter having letter no. [intimation no.] dated [DD MMM YYYY] to [name of SPD] as per terms of RFP and the same having been accepted by the SPD resulting in a Power Purchase Agreement (PPA) to be entered into with GRIDCO, for purchase of Delivered Energy from the SPD. As per the terms of the RFP, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to GRIDCO at Janpath, Bhoinagar, Bhubaneswar-751022 forthwith on demand in writing from GRIDCO or any Officer authorized by it in this behalf, any amount up to and not exceeding INR 200,00,000 (Indian Rupees Two Crore) only, on behalf of the SPD.

This Bank Guarantee shall be valid and binding on this Bank up to and including [insert expiry date in DD MMM YYYY] along with claim date up to and including [insert claim date in DD MMM YYYY] and shall not be terminable by any 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 Bank Guarantee is restricted to INR 200,00,000 (Indian Rupees Two Crore) only. Our Bank Guarantee shall remain in force until [insert expiry date in DD MMM YYYY] GRIDCO shall be entitled to invoke this Bank Guarantee till [insert claim date in DD MMM YYYY].

The Guarantor Bank hereby agrees and acknowledges that GRIDCO shall have the right to invoke this Bank Guarantee in part or in full, as it may deem fit at its branch at Bhubaneswar.

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by the SPD and/ or any other person. The Guarantor Bank shall neither require GRIDCO to justify the invocation of this Bank Guarantee, nor shall the Guarantor Bank have any recourse against GRIDCO in respect of any payment made hereunder.

This Bank Guarantee shall be interpreted in accordance with the laws of India and the courts at Bhubaneswar 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 or whatsoever.

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

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

Signature:

Name: [Name]

Power of Attorney No.: [PoA no.]

For

[Insert name of the Bank]

Email ID of the Bank: [Email id]

Banker's Stamp and Full Address: [Address]

Dated this [DD] day of [MMM], [YYYY]

Witness

1.

Signature

Name and Address

2.

Signature

Name and Address

Note:

1. The stamp paper shall be in the name of the executing bank and of appropriate value of stamp paper.
2. The Performance Security shall be executed by any of the nationalized or scheduled bank in India.



Land Lease Agreement (LLA) between Department of Energy, Government of Odisha and Solar Power Developer (SPD) for setting up a 10 MW grid-connected Solar Power Project (SPP) in Odisha for the solarization of Konark NAC under the High Visibility Solar Applications Scheme of MNRE on Build-Own-Operate (B-O-O) basis ([Indicative LLA, subject to approval from Department of Energy](#))

E-procurement Website: www.tenderwizard.com/OREDA

It is an integral part of the RFP No.: 5887/PD-10/2017/OREDA, dated: 23.12.2020

Contact details:

Odisha Renewable Energy Development Agency (OREDA)
Address: S-3/59, Mancheswar Industrial Estate, Bhubaneswar - 751010, Odisha.
Phone: (0674) 2588260, 2586398, 2580554, Fax: 2586368
Email: ceoreda@oredaorissa.com. Website: www.oredaorissa.com

LAND LEASE AGREEMENT

This **LAND LEASE AGREEMENT** for the 10 MW grid-connected Solar Power Project (SPP) in Odisha for the solarization of Konark NAC under the High Visibility Solar Applications Scheme of MNRE on Build-Own-Operate (B-O-O) basis entered into on this [Day] Day of [Month] Month, [Year] year (“**Effective Date**”) at Bhubaneswar, Odisha

BETWEEN

Department of Energy, Government of Odisha, represented by [Name of the authorized signatory of the Lessor/ DoE], (hereinafter referred to as the “**LESSOR/ DoE**”, which expression shall, wherever the context so requires or admits, shall mean and include his legal heirs, executors, administrators and assignees successors in interest);

AND,

[Name of the Lessee/ Solar Power Developer (SPD)], represented by [Name of the authorized signatory of the Lessee/ SPD], (hereinafter referred to as the “**LESSEE/ SPD**”, which expression shall, wherever the context so requires or admits, shall mean and include its executors, administrators and assignees successors in interest).

The Lessor and Lessor are individually known as the “**Party**” and collectively known as the “**Parties**”,

RECITALS

- I. **WHEREAS** the Lessor is the entity who has received an alienation of land from the Revenue & Disaster Management Department, Government of Odisha measuring 49 Acre and 08 Decimal at Junagarh thana of Kalahandi district of Odisha as per the details provided in Annexure 1 (Schedule Property), which is more fully described in the said Annexure and hereinafter referred to as the Schedule Property.
- II. **WHEREAS** the Lessee being a [company] incorporated under The Indian Companies Act, 1956/ 2013, having its registered office at [registered office address] with an objective to plan, develop the SPP and operate it for a long term period of twenty-five (25) years from the date of achieving Commercial Operation Date of the SPP.
- III. **WHEREAS** the Lessor has agreed to grant the lease, the Lessee has agreed to take on lease from the Lessor the Schedule Property to plan, develop and operate the SPP.
- IV. **WHEREAS** pursuant to the request of the Lessee, the Lessor has submitted an application “Form I A - application for settlement of land by the applicants other than individual” as per the rule 5 (2) of the Odisha Government Land Settlement Rules, 1983.
- V. **WHEREAS** Odisha Renewable Energy Development Agency (OREDA) has issued an RFS [enter RFS no.] dated [DD MMM YYYY] for the selection of an SPD for the development of SPP and operate it for a for a long term period of twenty five (25) years from the from the date of achieving Commercial Operation Date of the SPP.
- VI. **WHEREAS** Grid Corporation of Odisha Limited (GRIDCO) has entered into a Power Purchase Agreement (PPA) with the SPD with reference to PPA [enter PPA no.] dated [DD MMM YYYY].
- VII. **NOW THIS LAND LEASE AGREEMENT WITNESSES THAT** in consideration of the above and of the mutual covenants of the Parties hereto, the Lessor hereby grants and the Lessee hereby accepts the lease of the Schedule Property.

1. PURPOSE OF LEASE

- a) The grant of lease by the Lessor to the Lessee in respect of the Schedule Property is for the purpose of developing the SPP (Including but not limited to the associated infrastructure like balance of SPP, office, fence, etc.).

2. LEASE PERIOD

- a) The period of this Land Lease Agreement shall be for twenty-seven (27) years from the Effective Date ("**Lease Period**") which may be renewed at the option of the Lessee and Lessor for further period, on such mutually agreeable terms as may be agreed at the time of renewal, by both the Parties, by executing and registering a separate land lease agreement.

3. HANDING OVER OF LAND

- a) The Lessor, on execution of this Land Lease Agreement, shall deliver vacant possession of the above mentioned Schedule Property, free from all encumbrances to the Lessee within fifteen (15) Days from the date of signing of this Land Lease Agreement with the Lessor or signing of PPA with GRIDCO, whichever is later.

4. ANNUAL LEASE RENT

- a) The rent payable by the Lessee to the Lessor for the Schedule Property shall be INR [insert]/- (Indian Rupees [insert]) only per annum per Acre for the first year of the Lease Period. The portion of the Schedule Property less than one Acre shall be calculated in terms of Decimal and the rent payable for the same shall be at INR [insert]/- (Indian Rupees [insert]) only per Decimal or part thereof, per annum for the Lease Period. The Annual Lease Rent hereby reserved shall be paid by enhancing the same at the end of every [insert] year(s), at [insert]% on the Annual Lease Rent hereby agreed.

The total annual rent is collectively termed as "**Annual Lease Rent**".

- b) The Lessor shall make payment of Annual Lease Rent directly by the Lessee through GRIDCO, which will sign Power Purchase Agreement with Lessee for the SPD. The Annual Lease Rent shall be paid in twelve (12) equal installments and each installment to be paid, in advance, by the 5th Day of every Month ("**Due Date**"), by crediting the same to the Lessor's Bank Account by GRIDCO, the details of which may be furnished by the Lessor from time to time. It can be noted that, the lease rent for the first month shall be paid by the Lessee, in advance, to GRIDCO and the Monthly lease rents for the remaining Months can be paid on Monthly basis from the proceeds payable to the Lessee in lieu of energy supplied by the Lessee to GRIDCO.
- c) If the Lessee delays the payment of rent by the Due Date of every Month or any other supplementary bill in respect of tax, etc. for any reason, the same shall be paid by adding an annual interest rate of [insert]% for the said delayed period.

5. GENERAL TERMS

- a) The Lessor shall handover encumbrance free, vacant, unrestricted and absolute possession of the Scheduled Property to the Lessee situated at Kalahandi district, Odisha as per the Annexure 1 (Schedule Property). If any dispute arises in respect of lease hold rights of Lessee during the currency of the Land Lease Agreement, the Lessor is responsible to resolve the same.
- b) The Lessee shall acknowledge that the Lessor has handed over unrestricted, absolute, vacant physical possession of the Scheduled Property.

- c) In consideration of the Annual Lease Rent herein agreed as payable to the Lessor being paid by the Lessee regularly and on complying with other terms and conditions and covenants by the Lessee, the Lessee shall peacefully possess and enjoy the Schedule Property during the Lease Period without any interruption by the Lessor.
- d) The Lessee will also develop the infrastructure in the SPP including but not limited to internal transmission system for evacuation of solar energy to the grid, water supply system for cleaning of solar photovoltaic modules and other purposes, road connectivity, drainage system, cable support structures, weather stations and streetlights, etc.
- e) The Lessor has no objections for the Lessee or its representatives for installation of machineries, equipment, etc. to establish the SPP in the Schedule Property and all work relating to thereto including but not limited to laying poles, wires, etc.
- f) The Lessor shall allow the Lessee or its representatives to conduct survey and other related work.
- g) The Lessor has no objections for the Lessee to establish the SPP in the Schedule Property which is the purpose of the grant of this lease and to that effect the Lessee entering into any agreement/s, deeds with companies, individuals, developers/ third party etc. in respect of the Schedule Property.
- h) The natural drains, if any, existing in the Schedule Property preferably should not be disturbed and be allowed to continue their natural course. However, if required the Lessee can realign the natural course of the drain within the Schedule Property but it shall join the natural course of the drain at the boundary of the Schedule Property.
- i) The Lessee shall use the Scheduled Property for Solar power project only and shall not use or sub-lease this lease except for the said purpose mentioned under this Land Lease Agreement.
- j) The Lessee agree to maintain the said Scheduled Property in a clean and sanitary condition to the satisfaction of the Lessor and shall also maintain the structures, if any, erected thereon as aforesaid, in good, and substantial repair to the satisfaction of Lessor.
- k) The Lessee shall permit the authorized officials of Lessor at all times to enter upon the Schedule Property aforesaid to view the condition and state thereof.
- l) The Lessee shall follow the instructions given by any government authorities/ Revenue & Disaster Management Department, Government of Odisha / Lessor from time to time.

6. EVENT OF SALE, ACCEPTANCE OF LEASE BY THE NEW LESSOR

- a) In the event of the Lessor transferring their rights/ interest in any manner during the existence of the lease to any other person, the same may be allowed without affecting the rights of the Lessee under the Land Lease Agreement in any manner and the Lessor shall inform the Lessee about the acquiring of the right/ interest in respect of the leased property and on receipt of such information, the Lessee shall accept such new purchaser's/ transferee's lessorship of the Schedule Property and obtain a written confirmation from such new Lessor/ purchaser/ transferee to the effect that he will be bound by the terms of the Land Lease Agreement.
- b) In the event of the Lessor transferring their rights/ interest to any other person, the same may be informed to the Lessee and the Lessor shall ascertain and obtain all the necessary documents from the transferee to the effect that the transferee will be bound by the terms and conditions of the Land Lease Agreement for the balance period of the lease or for using the said documents for renewal of the lease for the balance period.

- c) During the subsistence of the lease, the Lessor shall not carry any activity, in the Schedule Property, other than those agreed in this Land Lease Agreement;
- d) The change in the legal status of the Lessee shall not affect the terms and conditions of this Land Lease Agreement.
- e) The change in the ownership status of the Lessee shall not affect the terms and conditions of this Land Lease Agreement.
- f) Two original Land Lease Agreements to be made for the Lessee and the Lessor.
- g) In the event of any dispute in respect of the Schedule Property, the Lessee shall deposit the rent in the concerned civil court. In the event of retention of the rent with the Lessee, the Lessee shall pay the same together with interest thereon at the rate [insert]% for such period.
- h) The Lessee shall not offer or create any charge or encumbrance by offering the same as by way of mortgage, security, etc. in favor of any banks or financial institutions in respect of the loans or advances or any other financial facilities that may be availed by the Lessee.
- i) The Lessee shall pay the Schedule Property tax/ revenue in respect of the Schedule Property, as applicable, and comply to all the rules and regulations in the state of Odisha from time to time.

7. PAYMENT OF STAMP DUTY AND REGISTRATION CHARGES:

- a) The stamp duty and other registration charges, as applicable for this Land Lease Agreement shall be paid by the Lessee during the Lease Period.

8. FORCE MAJEURE:

- a) It is also agreed and understood between the Parties that in case of any mishap due to fire, earthquake, strike, floods, tempest, war, riot, civil war or civil commotions, mob violence, civil disturbance, lockdown, shutdown, act of God or on account of terrorist attack, the Lessor shall not be liable for any loss or damage that may be occasioned to the Lessee/ its merchandise.

9. ADDRESSES FOR CORRESPONDENCE/ NOTICE, ETC

- a) Any notice and/or communications between the Parties shall be deemed to be sufficient if delivered by hand under acknowledgement or sent by registered post acknowledgement due to the following address or the address that may be intimated in writing to the Lessee by the Lessor from time to time:

LESSOR'S

Name :
 Designation :
 Phone Nos. :
 Fax No. :
 Email ID :

LESSEE'S

Name :
 Designation :
 Phone Nos. :
 Fax No. :
 Email ID :

10. LESSOR'S DUTIES, COVENANTS AND OBLIGATIONS

- a) The Lessor hereby covenants with the Lessee that the Lessee paying regularly the rents hereby reserved and performing and observing all the covenants of the Lessee herein contained, shall be entitled, during the subsistence of this lease to enjoy the Schedule Property without let, hindrance or interference from the Lessor or any other person/s claiming through or under him; Still, in the event of the Lessee restrained from enjoying the peaceful possession of the Schedule Property or on account of any action by the Government during the Lease Period and in the event of dispossession of the Lessee from the Schedule Property or any portion thereof forcibly, due to any default of the Lessor, the Lessor shall make good the reasonable loss that may be suffered by the Lessee.
- b) The Lessor shall offer necessary support and cooperation to the Lessee in its process to obtain required permission/s, approval/s, clearances, etc., from any Statutory Authority or other Local Bodies for the purpose of obtaining and license, permissions, etc., for installation of power plant. However, obtaining such permission/s, approval/s, clearances, etc., shall be the sole responsibility of Lessee.

11. LESSEE'S COVENANT AND OBLIGATIONS

The Lessee hereby covenants with the Lessor as under:

- a) The Schedule Property shall be utilized for the purpose referred to in Article 1 above;
- b) The Lessee shall pay the Annual Lease Rent through GRIDCO (as per Article 3) regularly and promptly.

12. TERMINATION AND RE-ENTRY

The Lease shall be terminable under all or any of the following circumstances, namely:

- a) by efflux of time;
- b) in the event of breach by either Party of the terms, conditions and covenants hereof;
- c) the Lessee shall maintain throughout the period of lease a security deposit amount of [insert] Months of lease rent with the Lessor. After the expiry of the Lease Period, the Lessee shall handover the Schedule Property to the Lessor as it existed previously at the time of this Land Lease Agreement (subject to normal wear and tear), failing which the cost of restoring the Schedule Property to the previously existing condition will be recovered by the Lessor from the security deposit. The SPD will ensure that all solar photovoltaic modules from the SPP after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed of in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.
- d) in case there is an early termination of the PPA with GRIDCO prior to the PPA Period of twenty-five (25) years from the date of achieving Commercial Operation Date of the SPP due to whatsoever reasons.

13. VARIATION:

- a) The Lessor and the Lessee hereto acknowledge that this Land Lease Agreement supersedes all prior communications between them including all oral or written proposals. Any variation, addition and modifications of this agreement between the Parties shall be valid only if in writing by the Lessor and Lessees authorized representative.

14. ARBITRATION:

a) Amicable settlement:

- i. Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Land Lease Agreement ("Dispute") by giving a written notice ("Dispute Notice") to the other Party, which shall contain:
 - a description of the Dispute;
 - the grounds for such Dispute; and
 - all written material in support of its claim.
- ii. The other Party shall, within thirty (30) Days of issue of Dispute Notice under Clause 14 a) i, furnish:
 - Counterclaim or defence, if any regarding the Dispute; and
 - all written material in support of its defence and counterclaim.
- iii. Within thirty (30) Days of issue of Dispute Notice by any Party pursuant to Clause 14 a) i, if other Party does not furnish any counter-claim or defence under article Clause 14 a) ii or thirty (30) Days from the date of furnishing counter claims or defence by the other Party, both the Parties to the dispute shall meet to such dispute amicably. If the Parties fail to resolve the Dispute amicably within (30) Days from the later dates mentioned in Clause 14 a) iii, the Dispute shall be referred for dispute resolution in accordance with Clause 14 b).

b) Dispute through Arbitration

- i. If any Dispute relating to or arising under this Land Lease Agreement, and not resolved as per the steps mentioned under Clause 14 a), such Dispute shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996 as under provided not settled amicably as per Clause 14 b).
- ii. The Arbitration Tribunal shall consist of three (3) arbitrators. Each Party shall appoint one (1) arbitrator within thirty (30) Days of the receipt of request for settlement of dispute by arbitration. The two (2) appointed arbitrators shall within thirty (30) Days of their appointment, appoint a third arbitrator who shall act as presiding arbitrator. In case the Party fails to appoint an arbitrator within thirty (30) Days from the date of receipt of request or the two (2) appointed arbitrators fails to agree on third arbitrator within thirty (30) Days of their appointment, the appointment of arbitrator, as the case may be, shall be made in accordance with the Indian Arbitration and Conciliation Act, 1996.
- iii. The place of arbitration shall be in the state of Odisha and preferably in Bhubaneswar. The language of the arbitration shall be English.
- iv. The Arbitration Tribunal's award shall be substantiated in writing. The Arbitration Tribunal shall also decide on the costs of the arbitration proceedings and the allocation thereof.
- v. The provisions of this Clause shall survive the termination of this Land Lease Agreement for any reason whatsoever.
- vi. The award shall be of majority decision. If there is no majority, the award will be given by the presiding arbitrator.

c) Dispute resolution by the Court of Law

- i. Any legal proceedings in respect of any matters, claims or disputes under this agreement shall be under the jurisdiction of appropriate courts situated in the state of Odisha, preferably at Bhubaneswar.

15. Governing Law:

- a) This Land Lease Agreement shall be governed by and construed in accordance with the laws of India.

16. ASSIGNMENT:

- a) This Land Lease Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Land Lease Agreement shall not be assigned by any party other than by mutual consent between the Parties to be evidenced in writing.

17. AMENDMENTS:

- a) Neither this Land Lease Agreement nor any term, covenant, condition or other provisions hereof may be waived, amended, varied, modified, supplemented, discharged, or terminated except by an instrument in writing, signed by a duly authorized officer on behalf of each of the Parties.

IN WITNESS WHEREOF the parties hereto have executed these presents in the presence of the witnesses attesting hereunder on the Day, Month and year mentioned hereinabove.

Signed and delivered by the Lessor

Signed and delivered by the Lessor

Signature:
Name of the Authorized Signatory:
Date:

Signature:
Name of the Authorized Signatory:
Date:

Witnesses:
In the presence of:
1.

Witnesses:
In the presence of:
1.

Signature:
Name:
Designation:

Signature:
Name:
Designation:

2.

2.

Signature:
Name:
Designation:

Signature:
Name:
Designation:

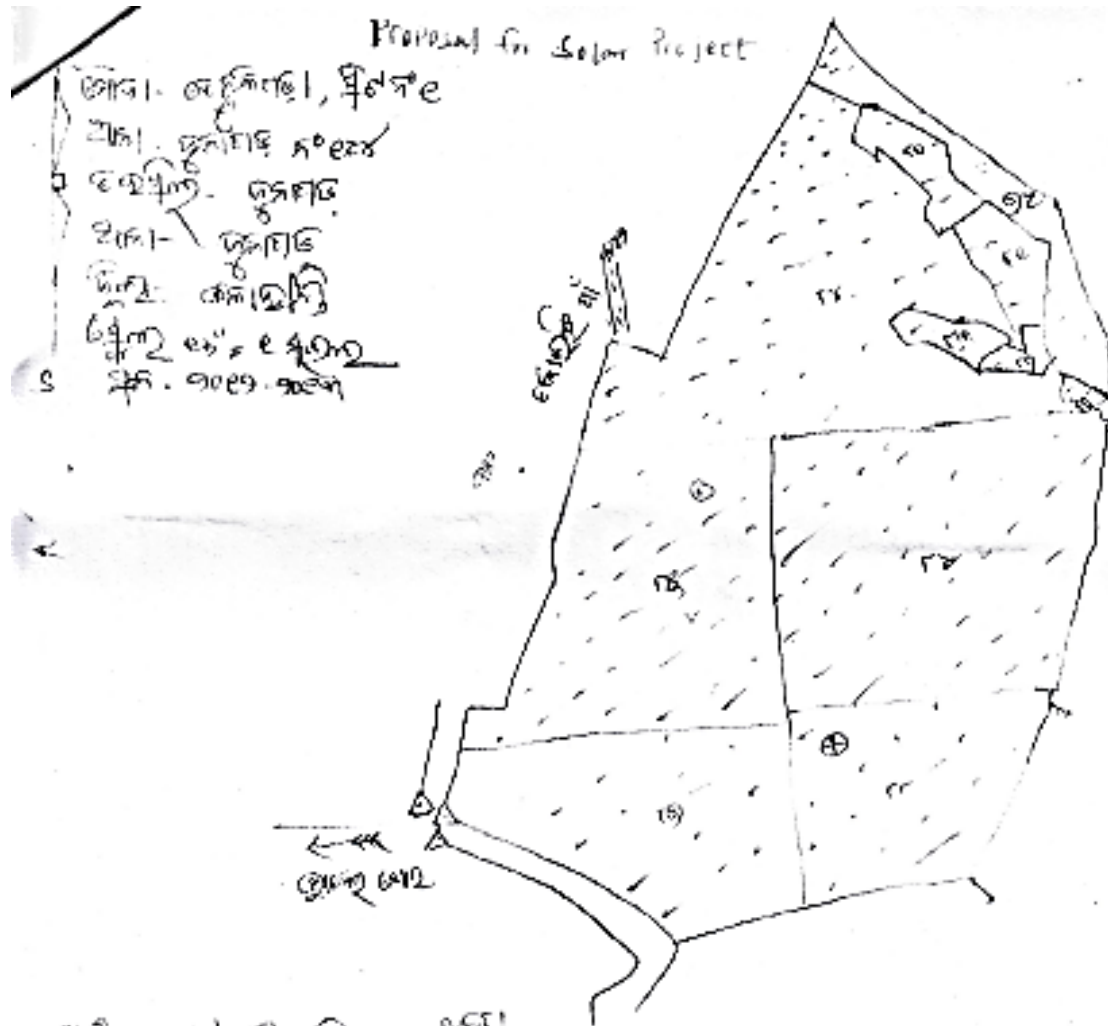
Annexure-1: SCHEDULE PROPERTY

Schedule Property

The details of the Schedule Property for the Tentulipada Mouza, Junagarh police thana (thana no. 194), Kalahandi district is mentioned below:

Khata no.	Plot no.	Kisam	Rakbaa (Acre)
285	79	Gochara	2.18
285	80	Gochara	0.82
285	81	Gochara	0.90
285	82	Gochara	0.26
285	83	Gochara	0.46
285	84	Gochara	11.50
285	85	Gochara	09.33
285	89	Gochara	11.43
285	87	Gochara	6.90
285	88	Gochara	5.30
Total			49.08

The village map for the Schedule Property, as issued by the Revenue Inspector, is given below:

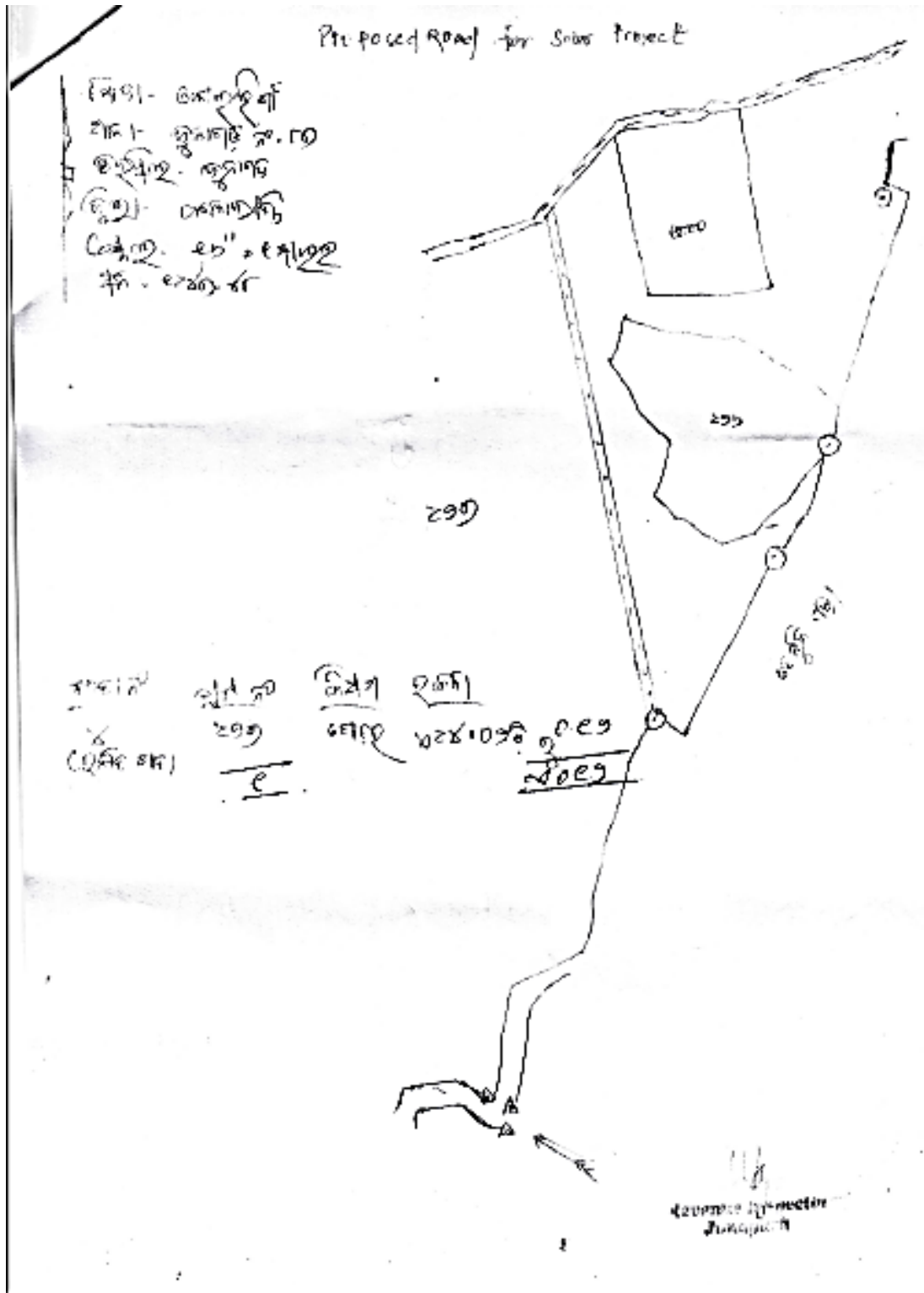


ଖଣ୍ଡ	ଖଣ୍ଡ ନଂ	କ୍ଷେତ୍ର	ଫଳ
୨୧୪	୭୧	ଖୋର୍ଦ୍ଧା	୧୨.୧୮
(୧୫୫)	୮୦	ଖୋର୍ଦ୍ଧା	୧୦.୮୨
	୮୧	ଖୋର୍ଦ୍ଧା	୧୦.୨୦
	୮୨	ଖୋର୍ଦ୍ଧା	୧୦.୨୬
	୮୩	ଖୋର୍ଦ୍ଧା	୧୦.୬୬
	୮୪	ଖୋର୍ଦ୍ଧା	୧୧.୪୦
	୮୫	ଖୋର୍ଦ୍ଧା	୧୧.୩୩
	୮୬	ଖୋର୍ଦ୍ଧା	୧୧.୪୩
	୮୭	ଖୋର୍ଦ୍ଧା	୧୧.୨୦
	୮୮	ଖୋର୍ଦ୍ଧା	୧୧.୩୮

ଖୋର୍ଦ୍ଧା ଖୋର୍ଦ୍ଧା ଖୋର୍ଦ୍ଧା ଖୋର୍ଦ୍ଧା

[Signature]
 Revenue Inspector

The village map for the proposed approach road, as issued by the Revenue Inspector, is given below:



Note: The village map is written in Odia language.

DEFINITIONS AND INTERPRETATIONS

“Annual Lease Rent”	shall have the meaning ascribed thereto in Article 3 of this Land Lease Agreement
“B-O-O”	shall mean Build-Own-Operate
“Commercial Operation Date” or “COD”	shall mean means the date on which the SPP is commissioned (as certified by GRIDCO) and available for commercial operation and such date as specified in a written notice given at least 15 (Fifteen) Days in advance by the SPP to GRIDCO, as per the PPA.
“Day”	shall mean the calendar day of the Gregorian calendar
“DoE”	shall mean Department of Energy, Government of Odisha
“Effective Date”	shall mean the date of signing of this Land Lease Agreement
“GRIDCO”	shall mean Grid Corporation of Odisha Limited
“kW”	shall mean kilo-watt
“Land Lease Agreement”	shall mean this land lease agreement including its recitals and schedules, amended or modified from time to time in accordance with the terms hereof
“Lease Period”	shall have the meaning ascribed thereto in Article 2 of this Land Lease Agreement
“MNRE”	shall mean Ministry of New and Renewable Energy
“Month”	shall mean calendar month of the Gregorian calendar
“MW”	shall mean Mega Watt
“NOC”	shall mean Notified Area Council
“Power Purchase Agreement”	shall mean the power purchase agreement signed/ to be signed (as applicable) between the SPD and GRIDCO
“Project”	shall have the meaning ascribed thereto in the Recitals of this Land Lease Agreement
“Schedule Property”	shall have the meaning ascribed thereto in Annexure-1 (Schedule Property) of this Land Lease Agreement
“SPD”	shall mean Solar Power Developer
“SPP”	shall mean Solar Power Project