

Request for Proposal

(T-04/EE(Solar)/2015-16)

For

**Installation of 1 MW Canal Top
Grid Connected Solar PV Plant on
Yamuna Power Channel near
Dhalipur Power House, Dhalipur
District- Dehradun, Uttarakhand**

ISSUED BY



UJVN LIMITED

(A Government of Uttarakhand Undertaking)

**“Ujjwal”, Maharani Bagh, GMS Road, Dehradun-248006
CIN No. 40101UR2001SGCO25866**

Tel: 0135-2763508, Fax: 0135-2763507

Email: eesolar@ujvnl.com; Website: <http://www.ujvnl.com>

Date of Issue of RfP: 14-01-2016

Cost: Rs. 5000.00

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GLOSSARY

Abbreviations	Details
AC	Alternating Current
BG	Bank Guarantee
CCA	Controller of Certifying Authorities
CERC	Central Electricity Regulatory Commission
CLU	Change of Land Use
DC	Direct Current
E - Bid	Electronic Bid
EDC	External Development Charges
EMD	Earnest Money Deposit
E - NIT	Electronic Notice Inviting Tender
ETDC	Electronics Test and Development Center
FF	Fill Factor
FY	Financial Year
GSS	Generating Sub Station
IA	Implementation Agreement
IEC	International Electrotechnical Commission
IEGC	Indian Electricity Grid CoDe
Im	Maximum Current
IPG	Internet Payment Gateway
ISO	International Organization for Standardization
I - V	Current - Voltage
IT & C	Information Technology and Communications
kV	Kilo Volt
kWh	Kilo Watt Hour
LoA	Letter of Award
LLC	Limited Liability Company
LLP	Limited Liability Partnership
MoU	Memorandum of Understanding
MU	Million Units

Abbreviations	Details
NOC	No Objection Certificate
PAT	Profit After Tax
PBG	Performance Bank Guarantee
PPA	Power Purchase Agreement
UPCB	Uttarakhand Pollution Control Board
UERC	Uttarakhand Electricity Regulatory Commission
UREDA	Uttarakhand Renewable Energy Development Agency
UJVNL	UJVN Limited
UPCL	Uttarakhand Power Corporation Limited
PV	Photovoltaic
RfP	Request for Proposal
ROC	Registrar of Companies
RTGS	Real Time Gross Settlement
RTU	Remote Terminal Unit
SLDC	State Load Despatch Center
SPD	Solar Power Developer
SPV	Special Purpose Vehicle
V _m	Maximum Voltage
MW	Mega Watt
ToD	Time of Day

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Request for Proposal (T-04/EE(Solar)/2015-16) invited by UJVN Limited for selection of Solar Power Developer for setting up of 1 MW Canal Top Grid connected Solar PV Plant on Yamuna Power Channel near Dhalipur Power House, Dhalipur, District – Dehradun (Uttarakhand) to be connected on 11 kV level at UJVNL 33/11kV Sub-station at Dhalipur Power House, Dhalipur under Solar Energy Policy of Uttarakhand-2013 for sale of power to UJVNL through tariff based competitive bidding process.

1. Proposal is to be submitted online in electronic format on website <http://uktenders.gov.in>. The details are as under:

A.	RfP No.	T-04/EE(Solar)/2015-16
B.	Cost of RfP	Rs. 5,000/- (Five Thousand Only)
C.	Processing Fee	Rs. 25,000/- (Twenty Five Thousand Only) per MW or part thereof
D.	Estimated Cost of Project	Rs. 10.46 Crore
E.	Earnest Money	Rs. 5.00 Lac
F.	Completion period	The Project shall be commissioned within 12 months from the date of signing of PPA between Solar Power Developer and Procurer (UJVNL).

Time Schedule

S.No.	Events	Date & Time	Location
i.	Date of issue/ downloading of RfP	14-01-2016 at 16:00 Hrs.	http://uktenders.gov.in
ii.	Last date & time of deposit (in Physical Form) (Envelop-1)- Cost of RfP, Processing Fee and Earnest Money in Bid Bond, if any (Envelop-2) –Duly signed RfP (Envelop-3)- Containing (Envelop-1 & 2).	08-02-2016 Up to 17:00 Hrs	“Ujjwal”, Maharani Bagh, GMS Road, Dehradun-248006
iii.	Last date & time of submission of electronic bid (Cover-1, 2 & 3)	06-02-2016 Up to 16:00 Hrs	http://uktenders.gov.in
iv.	Opening of Envelope-3,1&2 Online	09-02-2016 at 11:00 Hrs	“Ujjwal”, Maharani Bagh, GMS Road, Dehradun- 248006
v.	Opening of Non-financial Bid (Cover -1 & 2) Online	09-02-2016 at 11:00 Hrs	http://uktenders.gov.in

vi.	Opening of Financial Bid (Cover -3)	To be conveyed subsequently	http://uktenders.gov.in
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2. The selection of Bidders shall be carried out through e-procurement process. Proposal/Bids are to be submitted online in electronic format on website <http://uktenders.gov.in> as per RfP document.
3. Please visit regularly our website <http://www.ujvnl.com>, & <http://uktenders.gov.in> for latest up-date after issue of this RfP. All modification / amendment /clarification/ information etc. shall be available on the aforesaid website(s) only.
4. Address for correspondence :-

Executive Engineer (Solar),
UJVN Limited,
“Ujjwal”, Maharani Bagh,
GMS Road, Dehradun-248006

Tel: 0135-2763508, Fax: 0135-2763507
Email : eesolar@ujvnl.com

INTRODUCTION

1. Solar Energy Policy of Uttarakhand- 2013 has been issued by Government of Uttarakhand vide Notification No. 1044/I/2013-5/14/2009 dated 27-6-2013 for promoting the Solar energy in Uttarakhand.
2. UJVNL invites Request for Proposal (RfP) from interested Bidder(s) or Bidding Consortium and/ or any Consortium Member thereof (“Bidders”) for selection of developer(s) for setting up of 1 MW Canal Top Grid connected Solar Photo Voltaic (PV) Plant on Yamuna Power Channel near Dhalipur Power House, Dhalipur, District- Dehradun through tariff based competitive bidding process. The responsibility of the Successful Bidder(s) would be for supply of electricity for 25 years, as per the terms and conditions of the PPA. The PPA will be signed between Procurer and Successful Bidder(s).
3. UJVNL will provide land on the banks of Yamuna Power Channel near Kulhal Power House, Kulhal, District- Dehradun to Solar Power Developers for 26 years after signing of PPA (1year for setting up of Solar Plants and 25 years for operation after COD) regarding setting up of 1 MW Canal Top Grid connected Solar Photo Voltaic (PV) Plant on Yamuna Power Channel near Dhalipur Power House, Dhalipur, District- Dehradun.
4. UJVNL hereinafter referred to as “Procurer”, will directly purchase power generated from aforesaid 7MW Solar PV Plants.

Back-ground

1. UJVNL has planned to install 1 MW Canal Top Grid connected Solar Photo Voltaic (PV) Plant on Yamuna Power Channel near Dhalipur Power House, Dhalipur, District- Dehradun
2. MNRE, GoI, has sanctioned 1 MW Canal Top Grid connected Solar Photo Voltaic (PV) Plant on Yamuna Power Channel for which Central Financial Assistance (CFA) @ Rs. 3.00 Cr. /MW has already been approved.

Technology

The Bidder is free to choose any Solar PV power generation technology viz Crystalline Silicon Solar Cell Modules / Thin Film Modules / Concentrated PV Modules/any Other PV Technology , however this should be indigenous satisfying Domestic Content Requirement (DCR) as defined by MNRE/SECI/GOI. Under this RfP, it is proposed to promote only established and operational technologies to minimize the technology risk and to achieve the commissioning of the project in state.

Tariff:

PPA will be signed between UJVNL and Successful Bidder(s), applicable for 25 years after Commercial Operation Date (COD).The UJVNL shall pay to the Seller(s), discovered through the tariff based competitive bidding process, as per

the terms and conditions of the PPA enclosed at Annexure-9. The tariff shall be payable by the Procurer in Indian Rupees , as per provisions of the PPA.

SECTION 1

INSTRUCTIONS TO BIDDERS

- 1.** The bidders are requested to submit their bid prior to last date of submission to avoid Non-submission of their bids up to prescribed date & time due to non-availability/hanging of website, at either ends, at last moment or any reason whatsoever. The last date of submission of bids will not be extended on such account.
- 2.** Though adequate care has been taken while preparing the RfP Document, the Bidder shall satisfy himself that the document is complete in all respect. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within seven days from the date of issue of the bid documents, it shall be considered that the bid document is complete in all respect and has been accepted by the Bidder.
- 3.** UJVNL may modify, amend or supplement this RfP Document including PPA, without prior notice.
- 4.** This Request for Proposal (RfP) document is not an agreement or offer by the UJVNL to the prospective Bidders or any other party. The purpose of this RfP is to provide interested parties with information to assist the formulation of their Bid. This RfP is based on material and information available in public domain.
- 5.** While this RfP document has been prepared in good faith, neither the UJVNL nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfP, even if any loss or damage is caused by any act or omission on their part.
- 6.** Bidders are required to quote levelled tariff for 25 years only in the price bid. UJVNL will not entertain different tariff for every year, any bid with different tariff will be considered disqualified.
- 7.** Bidders are advised to visit the site and ascertain the site conditions, before submitting their proposal. No claims regarding site conditions like land leveling, soil conditions, site clearance, shadow, etc shall be entertained later.

Before visiting the site, Bidder has to obtain written permission from Executive Engineer (Solar), UJVNL Limited, UJJWAL, Maharani Bagh, GMS Road, Dehradun-248006, Uttarakhand.

8. The bidder will have to deposit/submit in physical form :

In Envelope-1, (i) the prescribed cost of RfP (non- refundable) by way of DD/Banker's Cheque in favour of UJVN Limited, payable at Dehradun; (ii) the EMD by way of DD/Banker's Cheque in favour of UJVN Limited, payable at Dehradun OR in form of BG, as per format 6.3A and (iii) the prescribed Processing Fee (non- refundable) by way of DD/Banker's Cheque in favour of UJVN Limited, payable at Dehradun.

In Envelope-2, the bidder shall submit the Bid Document duly signed on each and every paper including all formats and supporting documents.

In Envelop-3, Envelope-1 and Envelope-2 will be put together in Envelope-3.

Please note that in case DD/Pay Order (payable at Dehradun)/BG's of requisite amount towards cost of RfP, , cost of processing fee and Earnest Money is not found as per bid document, then the Cover 1&2 in electronic form will not be opened of that bidder.

9. Envelop-1, 2 & 3 will be opened on the date & time of opening of online Bid, in the presence of bidders who wish to be present.
10. Cutting/overwriting, if any in the figures of the tendered documents is required to be clarified / indicated in words, duly signed, failing which the bid may be rejected.
11. Deviation of any kind will not be accepted in the Non-financial & financial bid. Such deviations shall be ignored. Conditional bids are liable to be rejected.
12. All the required information shall be furnished strictly in the prescribed Formats only. Any information indicated other than the prescribed Formats shall not be entertained. The bid shall be evaluated on the basis of information furnished in the prescribed Formats only.
13. UJVNL may advise any bidders to furnish the documents in original or copy thereof duly attested by Notary for verification, in physical form on short notice of three days.
14. Bidders should provide complete information at the time of submission of bid. If the bidders are asked to furnish some more clarification/confirmation/documents, they shall be required to furnish the same within specified time, failing which the case shall be finalized /decided on the basis of available information/documents. Bidder shall be responsible for ignorance of their bid on account of delay in furnishing of desired information/documents up to the specified time. However, if there are any shortcomings in the submission of the information which does not materially affect the qualification criterion, then the Bid Evaluation Committee shall have the power to consider the facts on the merit of the case and decide the bid evaluation accordingly.

15. The RfP can be downloaded from web site <http://uktenders.gov.in> This notification is also available at website <http://www.ujvnl.com>
16. All tender documents should essentially be signed digitally and submitted /uploaded on <http://uktenders.gov.in> time in accordance with note 18 below.
17. Bidders who wish to participate in this RfP, will have to register on <http://uktenders.gov.in> (bidders registered earlier on the need not to get registered again). To participate in online tenders, Bidders will have to procure Digital Signature Certificate (Class II & Class III) as per requirement under Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency.
18. Bidders are also advised to refer e-procurement procedures of Uttarakhand Government for further details about the e-tendering process.
19. Proposals are to be submitted online in electronic format on website <http://uktenders.gov.in> as detailed hereunder.

(A) List of required Formats/documents to be submitted online duly signed digitally by Authorized Signatory:

- 1) **Cover-1:-** Up load the scanned copy of DD/Pay Order towards cost of RfP document & processing fee and scanned copy of DD/Pay Order OR of Bank Guarantee (in pdf) towards EMD.
- 2) **Cover- 2:** - All Non-financial Formats as per Section 6 with digitally signed downloaded RfP document alongwith all other required documents.

Bidders are advised to download the RfP document first and upload back with Scanned copies of all required formats as described in section 6 duly signed by the authorized person.

- 3) **Cover-3:** - Financial bid as per Format 6.13.

NOTE: The financial bid is to be submitted online as per format 6.13. This excel (.xls) file which contains BoQ is to be downloaded from <http://uktenders.gov.in> for this RfP.) and same has to be uploaded on the website of <http://uktenders.gov.in> for this RfP.

Bid may be rejected if look alike format (.xls) is created/filled and uploaded on <http://uktenders.gov.in>.

20. Successful bidder is required to be registered with Sales Tax department of Uttarakhand. Registration document along with TIN is to be submitted to UJVNL before signing of PPA.
21. Correspondence for enquiries and clarifications:

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

Executive Engineer (Solar),
UJVN Limited,
"Ujjwal", Maharani Bagh,
GMS Road, Dehradun-248006
Tel: 0135-2763508, Fax: 0135-2763507
Email: eesolar@ujvnl.com

SECTION 2

DEFINITIONS

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

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

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

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

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

“Bidding Company” shall refer to such single company that has submitted the response in accordance with the provisions of this RfP.

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

“Chartered Accountant” shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.

“Company” shall mean a company formed and registered under Companies Act, 1956 & Companies Act 2013.

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

“Consents, Clearances and Permits” shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities.

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

“Contracted Capacity” shall mean the power (AC) in MW contracted between the Seller and the Procurer at Solar Power generating end switchyard bus bar (outgoing feeder).

“Effective Date” shall mean the date of signing of PPA by both the parties.;

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

“Financial Closure or Financial Close” shall mean the execution of all the Financing Agreements required for the Project and fulfillment of conditions precedents and waiver, if any, of the conditions precedent for the initial draw down of funds for the Project. The same is also applicable for Project being developed based on Balance Sheet financing.

“Financially Evaluated Company” shall mean the company which has been evaluated for the satisfaction of the financial requirement set forth herein in the RFP.

“Force Majeure conditions” means any event or circumstance which is beyond the reasonable direct or indirect control and without the fault or negligence of the Solar Power Producer or UJVNL and which results in Solar Power Producers or UJVNL inability, notwithstanding its reasonable best efforts, to perform its obligations in whole or in part and may include rebellion, mutiny, civil unrest, riot, strike, fire, explosion, flood, cyclone, lightening, earthquake, act of foreign enemy, war or other forces, theft, burglary, ionizing radiation or contamination, Government action, inaction or restrictions, accidents or an act of God or other similar causes.

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

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

“Lead Member of the Bidding Consortium” or “Lead Member”: There shall be only one Lead Member company, having the shareholding of more than 51% in the Bidding Consortium and cannot be changed till 1 year of the Commercial Operation Date (COD) of the Project.

“Letter of Intent” or “LOI” shall mean the letter to be issued by Procurer to the Successful Bidder(s) for Setting up of Solar Power Plant for supply of solar power to procurer.

“Limited Liability Partnership” or “LLP” shall mean a partnership formed and registered under the Limited Liability Partnership Act 2008.

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

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

“PPA” shall mean the agreement to be entered into between the Procurer and the Seller pursuant to which the Seller shall supply power to the Procurer as per the terms and conditions specified therein and a draft of which is attached as Format 6.14 to this RfP, including all its schedules, annexure, and all amendments or modifications.

“Procurer” shall mean UJVNL who will directly purchase generated power from the above 7 MW Solar PV Project.

“Project” shall mean Solar PV project with single point of injection in to the UPCL/UJVNL grid substation at 33kV or above voltage level.

“Project Company” shall mean the Company incorporated by the Bidder as per Indian Laws in accordance with Clause 3.6.

“UERC” shall mean the Uttarakhand Electricity Regulatory Commission constituted under sub - section (1) of Section-82 of the Electricity Act, 2003 or its successors.

“UERC Approved Tariff” shall mean the tariff notified by UERC for Solar Projects.

“UJVNL” shall mean UJVN Limited having their Head Quarter at “Ujjwal”, Maharani Bagh, GMS Road, Dehradun-248006

“RfP” shall mean this Request for Proposal along with all formats and RfP Project Documents attached hereto and shall include any modifications, amendments alterations or clarifications thereto.

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

- a) PPA to be signed between the successful bidder and UJVNL.
- b) MOU to be signed between the successful bidder and UJVNL
- c) any other agreements designated as such, from time to time by the UJVNL

“Registered Partnership Firm/Partnership firm” shall mean a Partnership firm registered with the Income Tax department as well as Registrar of Firms and having a PAN”.

“Scheduled Commercial Operation Date” or “Scheduled COD” for 7MW allocated capacity of Solar Power Project shall be 12 (Twelve) months from the date of signing of PPA.

“Selected Bidder(s) or Successful Bidder(s)” shall mean the Bidder(s) selected by the Procurer, pursuant to this RfP to set up the project and supply of power as per the terms of the RfP Project Documents, and to whom a Letter of Intent has been issued.

“Seller” shall mean the Successful Bidder who submit the Contract Performance Guarantee and executes the PPA and other Project related Documents specified in RfP with the Procurer and who shall be responsible for supplying power to the Procurer at the outgoing point of Solar Power Plant.

“Solar PV Project” or “Project” or “SPV” shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic technology.

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

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

“Technology Partner” shall mean an entity from which the Bidder proposes to take technology support.

“Ultimate Parent Company” shall mean a Company which directly or indirectly owns at least twenty six percent (26%) paid up equity capital in the Bidding company or member company of a consortium, (as the case may be) and/or in the financially evaluated Company and such bidding company or member company of a consortium (as the case may be) and / or the financially evaluated

company shall be under the direct control or indirectly under the control of such company.

SECTION 3

GENERAL TERMS AND CONDITIONS

- 3.1** The proposed location for Solar PV Plants on the canal Top is as per the details as under:-

Sl No	Location	Coordinates	Approx length of Canal (M)	Estimated Potential(MW-AC)
1.	Near Dhalipur Power House, Dhalipur, District Dehradun	Lat 30.442538 N, Long77.703296 E	1756.57	1.00

The bidders are required to visit the project site mentioned in the RfP to ascertain at their own the space available for solar installations, canal features, canal banks as well as existing plantation along with banks of the canal and space availability for installation of canal based Solar Power Project and its associated works.

- 3.2** UJVNL shall allow to install 1 MW Canal Top Grid Connected Solar PV Plant on the Yamuna Power Channel, near Dhalipur Power House, Dhalipur, District Dehradun. All the conditions /stipulations are binding on all the Solar Power Developers.
- 3.3** Solar Power Developer shall have no right to claim any compensation from UJVNL or from any other developer for utilization of solar potential upstream or downstream of the site allotted to them. UJVNL will be in no way responsible for increased or decreased generation from the Solar PV Plant installed on the canal top.
- 3.4** The supplies in the canal shall be run and regulated as per demand/supply of canal water and strictly as mandated in the Northern India Canal & Drainage Act 1873 (as amended from time to time) which shall also be applicable in this case Solar Power.

Solar Power Developers shall satisfy themselves with hydrological data and pattern of discharges in Canal and distributaries, which vary according to generation requirements. Considering these parameters, Solar Power Developer may structure Solar Power Plant at their own risk. UJVNL shall in no way be responsible for decreased/increased generation accruing as a result of variations in solar radiation / canal flow.

- 3.5** The Solar PV Plant is to be installed on the canal top as per the proposed site location. UJVNL will allow canal top/land to Solar Power Developers for development of 1 MW Canal Top Grid Connected Solar PV Plant on Build, Own, Operate and Transfer (BOOT) basis for 25 years, after the CoD, on right to use

basis. Ownership of such stretch of the canal will remain with UJVNL/GoU. In case any extra land along the canal banks is required for installation of equipments or any other associated works related to Solar PV Plants, the same will be provided by UJVNL to the developer free of cost on right to use basis for 25 years, after the CoD. MOU for the same will be signed between the successful bidder and UJVNL. Draft MoU is enclosed at Annexure-8

- 3.6** Solar Power Developer shall arrange complete installation and commissioning of 1 MW Canal Top Grid connected Solar Photo voltaic (PV) Plant on Yamuna Power Channel near Dhalipur Power House, Dhalipur, District- Dehradun including power evacuation to the UPCL/UJVNL Sub- station and any other work required for its successful and efficient operations at his own cost.

Solar Power Developer shall also arrange civil works, fencing, lighting arrangement and security arrangements etc. at his own cost.

- 3.7** Complete proposal regarding location wise plant capacity, expected annual generation and the power evacuation arrangement is required to be submitted by the Solar Power Developer within two months from Letter of Award.

- 3.8** UJVNL will nominate a Nodal officer who will coordinate with the successful bidder regarding site visit, providing lay out plan and space availability for installation of Canal Top Grid Connected Solar PV Plant.

- 3.9** General Layout Plan of the Solar PV Plants, its required structure to be implemented /erected / embedded on the canal along with complete design on which solar panels are to be erected, and Canal Protection Works as per the site requirement keeping in view the safety of the canal will be submitted by Solar Power Developer to UJVNL within 2 months of signing of PPA. All the structures including mounting structures for fixing the Solar Panels along with associated systems should be of proper design so as to withstand all probable loads and to ensure safety of Canal Top Solar PV Plant and working personnel, during the entire period of 25 years after the CoD of the Canal Top Solar PV Plant.

Solar Power Developer may be required to modify the General layout Plan and design of structures, as per site requirement and instructions of UJVNL for approval. General layout Plan and design of structures approved by UJVNL shall be binding on the Solar Power Developer.

- 3.9** Works regarding setting up of solar power plant will be monitored/supervised by UJVNL.
- 3.10** The aforesaid project will be carried out under new Solar Energy Policy of Uttarakhand- 2013. Therefore, Solar Power Developer is required to comply with all the provisions of the Policy.
- 3.11** All permits and clearances required for setting up of the Project including those required from State Government and local bodies shall be in the scope of the

Solar Power Developer. However, UJVNL will facilitate in getting the necessary permits and clearances.

3.12 Solar Power Developers are free to give their independent own design for solar power installation on the canal banks. All type of proposed design is required to be got approved from UJVNL, before actual installations. Bidders are advised to quote their bids keeping in view all these aspects and are bound to implement the project as per the design approved by UJVNL.

3.13 The terms and conditions for implementation of the project shall be formalized through signing of Implementation Agreement and Power Purchase Agreement (PPA) by the selected bidder with UJVNL.

3.14 The following terms & conditions of UJVNL are binding on the Solar Power Developer and are required to take note of the same before quoting their bids:-

- 1) There will be no obstruction in the flow of water in the canal and designed FSL will not be disturbed.
- 2) If any canal protection work is needed for the safety of the canal on account of setting up of Solar Power Project, the same will be executed by the selected bidder at his own cost.
- 3) Due to setting up of Solar PV Plant, there should be no obstruction to the maintenance/strengthening work of canal banks and if any additional expenditure has to be incurred due to this, the same will be borne by the Solar Power Developer.
- 4) If there is a forest strip along the canal where Forest Act is applicable then, all necessary approvals will be obtained from the Forest Department by the Solar Power Developer, if necessitated.
- 5) The maintenance works of Solar PV Plant to be executed time to time will not be dependent on the canal closure.
- 6) The site where Solar PV Plant is proposed to be set up, there should be no obstruction to the maintenance works and public utilization for traffic on the banks and roads along the canal.
- 7) The proposed Solar PV Plant will be installed at a minimum allowed distance from the permanent structures for maintenance and safety of these structures. The minimum distance will be fixed by UJVNL, depending upon different structures like head works, cross drainage works and bridge etc.
- 8) Solar Power Developer will submit the detailed layout plan and other drawings of Solar PV Plant, for vetting by UJVNL, before the start of the work.

- 9) While installing the Solar PV Plant, the height of solar panels and allied structures should be kept sufficient so that no obstruction is faced during cleaning & maintenance of the canal.
- 10) After the installation of Solar PV Plant and during its operation & maintenance, if some work is required for the safety of the canal due to Solar PV Plant or during the remodeling of the canal, the Solar Power Developer will be responsible to bear the whole expenditures on these works.
- 11) If some building or structure is required in view of the Solar PV Plant, the Solar Power Developer will do it at his own cost.
- 12) The Solar Power Developer will obtain NoC from any other related department at its own level and cost.
- 13) The Solar Power Developer will be fully responsible for any mishap during the construction and afterwards, due to this project.
- 14) If during the execution of work there is any obstruction in the working of Solar PV Plant by UJVNL, in that case no compensation will be payable by UJVNL to the Solar Power Developer. However UJVNL will make best efforts so that execution of Solar Power Plant is not affected.
- 15) The project developed should have a minimum CUF of 16% in any given contract year. In case the Solar Power Solar Power Developer fail to supply energy pertaining to minimum CUF in a contract year then the Solar Power Developer shall pay a penalty equal to 10% of the project tariff (Tariff as per PPA between UPCL and UJVNL)to UJVNL, for such shortfall in Units.

Further if the Solar Power Developer obtains the CUF greater than 22% for Solar PV Plant in any given contract year, the applicable Tariff shall be 50% of the Project tariff for such additional generated Power above the 22% CUF from Solar PV Plant.

3.15 Obtaining RfP Document & Processing Fees:

- a) The RfP can be downloaded from website <http://uktenders.gov.in>. This Notification is also available at website <http://www.ujvnl.com>
- b) A bidder/bidding Consortium will be eligible to participate in the bidding process only on submission of RfP along with the cost of RfP, processing fees of UJVNL and EMD in the form of BG/DD/BC.

3.16 Method of Submission

The response to RfP (T-04/EE(Solar)/2015-16) is to be submitted electronically and also in physical form in a sealed envelopes in the following manner:-

(A) In Physical Form:

Envelope-1 – Super scribed as: Envelope of Costs against RfP (T-04/EE(Solar)/2015-16) at the top of the Envelope; and Name & Address of the Bidder on the left hand side bottom; and addressed to Executive Engineer (Solar),UJVN Limited, “Ujjwal”, Maharani Bagh, GMS Road, Dehradun-248006(Uttarakhand).

This 1st Envelope shall contain:

- i) Bid cost in the shape of DD/Pay Order for Rs 5000/- (Rupee five thousand only) in favour of UJVN Limited, Payable at Dehradun.
- ii) Processing Fee in the shape of DD/Pay order of @ Rs. 25,000/- (plus Service Tax and cess/levy as applicable) per MW and part thereof in favour of UJVN Limited, Payable at Dehradun.
- iii) EMD in the shape of DD/Pay order for Rs. 5 Lac in favour of UJVN Limited, Payable at Dehradun. / in the form of BG (as per format 6.3A)

Envelope-2: – Super scribed as: “ Envelope of Non financial Bid against RfP (T-04/EE(Solar)/2015-16) ” with Name & Address of the Bidder on the left hand side bottom and addressed to Executive Engineer (Solar),UJVN Limited, “Ujjwal”, Maharani Bagh, GMS Road, Dehradun-248006(Uttarakhand).

This envelope shall contain complete RfP document, formats and enclosures, duly signed by the authorized person.

Envelope-3: - This Envelope shall contain 1st & 2nd Envelopes and Super scribed as:“Bid Submitted against RfP (T-04/EE(Solar)/2015-16)” to be opened on 09-02-2016 at 11.00 Hrs ” Name & Address of the Bidder on the left hand side bottom.

This Envelope should be addressed to:

Executive Engineer (Solar),
UJVN Limited,
“Ujjwal”, Maharani Bagh,
GMS Road, Dehradun-248006

Tel: 0135-2763508,Fax: 0135-2763507

Email : eesolar @ujvnl.com

(B) In Electronic Form:

Cover-1: It shall contain scanned copy(ies) of (i) DD/Pay order for Rs 5000/- towards Bid cost; (ii) DD/Pay order towards Processing Fee for Rs 25,000/-(plus service tax and cess/levy as applicable) per MW and part thereof (iii) DD/Pay order/Bank Guarantee towards EMD for Rs 5 Lac (as per Format 6.3A)(in pdf).

Cover-2: It shall contain scanned copy(ies) of covering letter & all other technical documents and Formats as specified in Section 6.0 of this RfP document as under (except Format 6.3B, 6.3 C & 6.13. In addition to above, check lists as per Annexure-3 & 4) shall also be submitted in this cover. All documents submitted should be digitally signed.

- (i) Covering Letter as per Format 6.1;
- (ii) In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided as per format attached here to as Format 6.2.(Original is to be provided physically in Envelope-2)
- (iii) Board Resolutions, as per prescribed formats enclosed as Format 6.4 duly certified by the Company Secretary or the Director of the relevant Bidder Company, as applicable to the Bidder Company and mentioned hereunder:
 - (a) Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfP,
 - (b) Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project / Board

Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and
 - (c) Board Resolutions from Parent and /or Affiliate (whose credentials were used in the response to RfP), of the Bidding Company / any Member Company of the Bidding Consortium, undertaking to invest the entire amount as committed by Bidding Company / Member Company of the Bidding Consortium, in event of failure of the same to make such investment.
- (iv) In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per Format 6.5 along with Board resolution from each Member of the Consortium for participating in consortium;
- (v) Financial Requirements as per Format 6.6 as applicable;
- (vi) Technical Criteria wherein Bidder shall certify that the technology to be adopted shall be commercially established technology and is under operation. Final

details of same shall be submitted within Six months of signing of PPA as per Format 6.7;

- (vii) Connectivity of Project with UPCL/UJVNL Sub-station as per Format 6.8;
- (viii) A disclosure statement as per Format 6.9 regarding participation of any related companies in this bidding process;
- (ix) Declaration by the Bidder regarding qualification as per Format 6.10.
- (x) Declaration by the Bidder /Lead Member of Bidding Consortium for the Proposed Technology as per Format 6.11.
- (xi) Memorandum & Article of Association, Certificate of Incorporation (if applicable) of Bidding Company/all member companies of Bidding Consortium.
- (xii) Certified copies of Income Tax Returns for the years 2012-13, 2013-14 and 2014-15.
- (xiii). In case the bidder is a Partnership firm, a certified/notarized copy of the Partnership deed.
- (xiv) Check lists as per Annexure-3 and 4.
- (xv) Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from referring to any other document for providing any information required in the prescribed format.

Cover-3: It shall contain **Financial Bid in the specified template (Format-6.13)**

3.17 The Bidder should note that:

- a. The bidders may be shortlisted based on the declaration made by them in the relevant schedules of RfP. The documents submitted along with RfP may be verified before signing of PPA.
- b. If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfP, in any manner whatsoever, the UJVNL reserves the right to reject such response to RfP and/or cancel the Letter of Intent, if issued and the EMD provided up to that stage shall be forfeited.
- c. If the event specified at (b) is discovered after the Effective Date, consequences specified in PPA shall apply.
- d. Response to RfP submitted by the Bidder shall become the property of the UJVNL and the UJVNL shall have no obligation to return the same to the Bidder.

- e. All pages of the response to RfP submitted must be signed by the person authorized by the board as per Format 6.4, on behalf of the Bidder.
- f. The response to RfP shall be submitted as mentioned in clause 3.9. No change or supplementary information to a response to RfP will be accepted after the scheduled date and time of submission of response to RfP. UJVNL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfP.
- g. All the information should be submitted in English language only.
- h. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- i. Response to RfP that are incomplete, which do not substantially meet the requirements prescribed in this RfP, will be liable for rejection by UJVNL.
- j. Bidders delaying in submission of additional information or clarifications sought by UJVNL will be liable for rejection.
- k. Response to RfP not submitted in the specified formats will be liable for rejection by UJVNL.
- l. Non submission and/ or submission of incomplete data / information required under the provisions of RfP shall not be construed as waiver on the part of UJVNL of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- m. Only Dehradun Courts shall have exclusive jurisdiction in all matters pertaining to RfP & PPA etc.

3.18 Due Date:

The Bidders should submit the response to RfP (T-04/EE(Soalr)/2015-16) strictly as per the manner and timelines specified in Heading of TIME SCHEDULE.

3.19 Validity of the Response to RfP:

- i) The Bidder shall submit the response to RfP which shall remain valid up to the six months from the date of opening of Bids ("Bid Validity"). UJVNL reserves the right to reject any response to RfP which does not meet the aforesaid validity requirement.
- ii) UJVNL may ask to bidder to extend the validity of bid beyond six months prior to the expiry of the period of validity of bids along with validity of BG of EMD (If any) accordingly. A bidder may refuse the request and such refusal

shall be treated as withdrawal of bid but in such circumstances EMD shall not be forfeited.

3.20 Preparation cost:

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

3.21 Right to reject a Bid:

UJVNL reserves the right to reject all or any of the response to RfP or cancel the RfP without assigning any reasons whatsoever and without any liability at any stage.

3.22 Bank Guarantees:

The Bidder may provide the following Bank Guarantees from any of the Banks listed at Annexure 2 to UJVNL in a phased manner as detailed hereunder.

- **Towards Earnest Money Deposit (EMD) amounting Rs. 5 Lac** in the form of Bank Guarantee as per Format - 6.3 A. (valid for a period of seven (7) months from last date of submission of the response to RfP).
- **Towards Security Deposit as per clause 3.26** in the form of Bank Guarantee as per Format - 6.3 B. (valid for a period of Fifteen (15) months. This is to be submitted before signing of PPA.
- **Towards Performance Bank Guarantee as per clause 3.24:** in the form of Bank Guarantee as per Format 6.3 (c). This is to be submitted before release of corresponding CFA.

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

In order to facilitate the bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist at Annexure- 3 has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.

3.23 Qualification Requirements:

The Bidder can be an individual/partnership firm, Company (Bidding Company) or a Consortium of Companies (Bidding Consortium) with one of the Companies

acting as the Lead Member of the Bidding Consortium. Short listing of Bidder will be based on meeting the Qualification Requirements specified below:-

Note: - Who are Eligible for Participation:

- i) Individuals
- ii) Partnership Firms registered with the Income Tax Department as well as Registrar of Firms having its PAN.
- iii) Companies incorporated under the Companies Act, 1956 or 2013 are eligible on standalone basis or as a part of the bidding consortium.
- iv) A foreign company can also participate on standalone basis or as a member of consortium at RfP stage. But before signing of PPA it has to form an Indian Company registered under the Companies Act, 1956 and comply with necessary formalities of RBI/FEMA as and when required as per those regulations.
- v) Successful Companies can also execute the project through a Project Company/Special Purpose Vehicle (SPV). However the Project Company /SPV has to be formed before signing of PPA.

(A) Technical:

- (i) The bidder should have experience of having successfully executed similar works in Central Govt./ State Govt. /CPSUs/PSUs/ Private on Ownership Basis or EPC Basis during the last 5 years:
 - a) Three completed similar works costing not less than the amount equal to 40% of the estimated cost.

OR

 - b) Two completed similar works costing not less than the amount equal to 50% of the estimated cost.
- OR
- c) One completed similar work costing not less than the amount equal to 80% of the estimated cost.
- (ii) Similar work means Installation and commissioning of any Grid Connected Solar PV Power Plant of minimum 2 MW capacity and then O&M for minimum three years.
- (iii) Bidder should be a domestic manufacturer of Solar Cells and Modules, with

minimum capacity of 25 MW per annum.

- (iv) The short listed bidders would be finally approved by UJVN Ltd, who would have right to reject any bidders without assigning any reason whatsoever.
- (vi) Reference checks of the past experience and conduct of the bidders may be carried out by UJVNL and any adverse remarks if given about the performance of any bidder by its earlier client/customer, its bid may be rejected.

(B) Financial: -

- (i) Average Annual Financial Turn Over during the last 03(three) years should be at least 100% of the value of the estimated cost.
- (ii) Bidder / Each member of the consortium in case of Joint Venture should not have incurred any loss during the last three preceding years (2012-13, 2013-14, 2014-15) as per audited balance sheet certified by Chartered Accountant with Membership Number, as required under the Companies Act 1956 / 2013.
- (iii) The bidder should have Positive Net worth equal to minimum Rs 2 Crore per MW and sufficient projected liquidity in order to sustain required cash flow for smooth execution of the project.

The “Net Worth” of the bidder should be equal to or greater than Rs 2 crore per MW or equivalent US\$.

However, in case the application is made by two companies of the same parent and using the Net Worth of that Parent, the Net Worth required shall be calculated separately for each company but not exceeding the percentage equity shareholding of the Parent in such company. To this extent the Net Worth of the Parent shall be reduced if in case even the Parent is also bidding Company or any of its affiliate is also a bidding company.

Note: For the Qualification Requirements, if data is provided by the Bidder in foreign currency, equivalent rupees of Net Worth will be calculated using bills selling exchange rates (card rate) USD/INR of any scheduled Bank as per Annexure-2 prevailing on the date of closing of the accounts for the respective financial year as certified by the Bidder’s banker.

For currency other than USD, Bidder shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. { if the exchange rate for any of the above dates is not available, the rate for the immediately available previous day shall be taken into account. }

Net Worth Calculation for a bidding individual/partnership firms

= Proprietors/partner’s Capital reflecting in the Audited Balance Sheet

Add: Free Reserves (Including the Credit balance of reserve and Surplus appearing in the Balance Sheet)

Subtract: Intangible Assets

Subtract: Miscellaneous Expenditures to the extent not written off and carry forward losses.

Net Worth calculation for Bidding Company

= (Paid shares capital which includes

1. Paid up Equity share capital and
2. Fully, compulsorily and mandatorily convertible Preference Shares and
3. Fully, compulsorily and mandatorily convertible Debentures)

Add: Free Reserve (Including share premium provided it is realized in Cash or Cash equivalent.)

Subtract: Revaluation Reserves

Subtract: Intangible losses

Subtract: Miscellaneous Expenditures to the extent not written off and carry forward losses.

(C) General: -

Bidder(s) shall submit the following in hard copy and through the website :

- (i) Legal status of the bidder indicating registration details, Consortium agreement, power of attorney, memorandum and article of association of the company.
- (ii) Certified I.T. return for the last 03(three) years and copy of PAN Card.
- (iii) Copy of the Audited Balance Sheet and P/L Statement for last 03 (three) Years i.e.(1012-13,2013-14,2014-15).
- (iv) Copy of the EPF Registration / CoDe No.
- (v) Copy of the Sale Tax/VAT Registration Certificate /TIN
- (vi) Copy of Service Tax Registration and its number.
- (vii) List of Technical Personnel.
- (viii) Copies of Award Letter/ Contract/Work Orders towards experience.
- (ix) Completion Certificate along with Performance Certificate and certified copy of payment or any other document evidencing value of completed portion of work to be submitted, giving name of work, value of works, completion period etc.
- (x) For establishing cell and module manufacturing facilities, the bidder shall submit relevant certificates. Bidders should note that UJVNL may visit the production facility of bidder for verification.
- (xi) The Bidder can either submit the bid in his individual capacity or in Consortium with other partners, as per following:
 - The partners in the bidding Consortium shall not separately participate as independent bidders or as members of any other Consortium in this bidding process. All bids in contravention of this shall be summarily

rejected.

- The Consortium partners shall jointly and severally be responsible for execution of the contract and the warranties/guarantees for the project. An undertaking to this effect shall be furnished along with the bid signed by each partner of the Consortium.
 - One of the Consortium partners who will be responsible on behalf of the Consortium shall be designated as the lead member. Necessary “Power of Attorney” and “Deed of Agreement” shall be executed in this regard. The Consortium arrangement shall clearly indicate who shall be the lead partner.
 - Consortium is allowed with maximum three partners including the lead partner.
 - The participation of the lead partner shall be minimum 51%
 - Jointly the Consortium partners should meet technical criteria as per clause No (A) and financial criteria as fixed under clause No. (B).
 - For the purpose of establishing the financial soundness of the Consortium, the collective financial position as specified earlier herein above will be reckoned and information in this regard shall be furnished individually and collectively.
- (xii) An affidavit on a non-judicial stamp paper of value Rs. 100/- is to be furnished certifying that the bidder has not been blacklisted by Central Govt./ State Govt./ CPSUs/PSUs. (As per format given at Annexure-‘C’)
- (xiii) For the purpose of meeting financial requirements, only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder is a company and has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be reconsidered again for Net worth.
- (xiv) Existing Entities - The computation of Net Worth shall be based on last unconsolidated audited balance sheet of the Bidder. However, Bidder would be required to submit annual audited accounts for the last three financial years 2012-13; 2013-14 and 2014-15 and part of the current running year (unaudited), along with a certificate from the Chartered Accountant to demonstrate the fulfillment of the criteria and CA certified copies of Income Tax return filed, its computation and other necessary documents/certificates.
- (xv) In case, the period of existence of the Company/ Registered Partnership firm/Proprietorship concern is less than three years, then the bidder shall submit its annual audited accounts starting from the year of incorporation//formation of registered Partnership firm/Proprietorship concern (along with CA certified copies of Income Tax return filed; computation of Income and other necessary documents/certificates). The computation of Net Worth shall be based on last

unconsolidated audited balance sheet of the Bidder. Net-worth of Individuals, Directors, in case if the Bidder is a company, will not be considered for computation of Net Worth under this RfP.

- (xvi) In case of Bidders whose annual accounts have been prepared for the last financial year, the Net Worth criteria can also be met as on day more than seven days prior to the last date of submission of response to RfP) by the Bidder. To demonstrate fulfillment of the criteria, the Bidder shall submit a certificate from a Chartered Accountant certifying the availability of Net Worth on the date more than seven days prior to submission or response to RfP along with a certified copy of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement as of that date, CA certified copies of Income Tax return, its computation and other necessary annexure thereof, as well as the Bank Statements.
- (xvii) In case of Newly Incorporated Bidder/Consortium, where the Annual accounts have not been prepared and relying solely on its own credentials, the Net Worth criteria can be met as on day more than seven days prior to the last date of submission of response to RfP by the bidding Consortium. To demonstrate fulfillment of the criteria, the Bidder shall submit a certificate from a Chartered Accountant certifying the availability of Net Worth on the date more than seven days prior to submission of response to RfP along with a certified copy of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow statement as of that date, supported essentially with the Bank Statements, and all other related ROC documents to evidence issue of Share capital etc. if applicable.
- (xviii) If the response to RfP is submitted by a Consortium, the financial requirement shall be met individually and collectively by all the Members in the Bidding Consortium, in proportion to the equity commitment made by each of them in the Project Company. Any Consortium, if selected, for the purpose of supply of power to procurer, may incorporate a Project Company with equity participation by the Members in line with consortium agreement before signing the PPA with Procurer i.e. the Project Company incorporated shall have the same Shareholding Pattern as given at the time of RfP. The newly incorporated Project Company or Consortium shall not change up to the CoD of the Project. Controlling Shareholder and the lead member in the Project Company shall remain unchanged at least up to one year after the COD of the Project. Further, such change in shareholding would be subject to continued fulfillment of the financial and technical criteria, by the project company.
- (xix) In case, any Company is selected for developing Solar PV Plants, the company will have to meet the total Net Worth requirement by infusing the same in the Project Company and submit the required proof like bank statements and CA certificate for the same before entering into PPA.
- (xx) In case of Individuals (Proprietorship firm) / Partnership firm, the selected Bidder shall ensure that the Capital to the extent of required Net Worth is not withdrawn or diluted till the CoD of the project.

Note:

- (1) UJVNL intends to install 1 MW Canal Top Grid Connected Solar PV Plant on Yamuna Power Channel, near Dhalipur Power House , Dhalipur, District- Dehradun against RfP No T-04/EE(Solar)/2015-16 .

- (2) In case the Bidder is a Company then only it may seek qualification on the basis of financial capability of its Parent and/or its Affiliate(s) for the purpose of meeting the Qualification Requirements.
- (3) Where the financially evaluated company is not the Bidding Company or a member of a bidding consortium, as the case may be, the Bidding Company or a member shall continue to be an affiliate of such financially evaluated company and shall not change from the RfP up to One Year after the CoD of the Project.
- (4) It is further clarified that a Parent Company has to be Indian company and it can hold 100% equity in the bidding company. Once selected, the net worth has to be brought into the bidding company as per RfP before signing the PPA.
- (5) The financial strength of the parent/ultimate parent/ an affiliate can be taken for calculation of net worth for qualifying at the time of submission of RfP, but before signing of PPA the required net worth is required to be infused in the company registered in India and registered with UJVNL for this RfP, which will be known as "Project Company".
- (6) In case the strength is drawn from parent/ultimate parent/ affiliate, copy of Board resolution authorizing to invest the committed equity for the project company/consortium is to be submitted with RfP along with an qualified opinion from legal counsel of such foreign entity stating that Board resolution are in compliance with applicable laws of country(s), respective Jurisdiction of the issuing company and the authorization granted therein are true and valid.
- (7) Only Assets forming part of the balance sheet shall be considered for arriving at the Net worth of the bidder. No intangible assets will be considered for arriving at the Net worth.
- (8) In case of land/any other asset, only the book value will be considered. The value of land/any other assets will not be revalued for calculating net worth. Any reserve created due to this shall not be counted for calculating Net worth.
- (9) No commitment letters from investment companies will be considered as part of Net worth for qualifying requirement. Similarly any form of loan to bidder or securitized funding will not be part of the Net worth.
- (10) Guarantee/Bond submitted by foreign companies must be submitted through Banks having branches in India as per list given at Annexure-2 /correspondent Banks in India and such Bank Guarantee issued by foreign banks should be endorsed by the Indian Branch of such foreign Bank. In case of claim on Bank guarantee, same shall be paid by the Indian branches of such foreign Bank.
- (11) In a foreign company in case of calendar year instead of financial year is used for compilation of accounts, then the same shall be used.

- (12) In a bidding consortium, each share holding company needs to satisfy the Net worth and Turn over requirements on a pro-rata equity commitment basis.
- (13) Net worth once used of a Parent Company for Qualification criteria cannot be used again for / by any Affiliate.
- (14) Copies of all the Balance Sheets whether of Parent/ Affiliate from where the financial strength is drawn has to be submitted along with RfP.
- (15) The company having the maximum number of share (having voting rights) has to be a Lead member having the shareholding of more than 50% in the Bidding Consortium.
- (16) The partners in the bidding Consortium shall not separately participate as independent bidders or as members of any other Consortium in this bidding process. All bids in contravention of this shall be summarily rejected.
- (17) In case of Unlisted companies the infusion of Share premium shall be supported by ROC certified copy.
- (18) The bidding companies shall submit an “equity holding tree” duly certified by a CA/ CS, clearly stating the equity holding and cross holdings between the Ultimate Parent, Parent and affiliates. Necessary supporting documents such as ROC forms, Board resolutions should also be annexed.
- (19) The Bidders shall also submit CA certified copies of Income Tax Returns filed for the last three (3) financial years, if applicable, along with the RfP documents.
- (20) Failure to comply with the aforesaid provisions shall make the bid liable for rejection at any stage.

3.24 Payment terms:

In this scheme, bidder will be selected through tariff based competitive bidding process. A central Financial Assistance of Rs. 3.00 Cr @ Rs.3.00/MW will be released by UJVNL and UJVNL will transfer the same to the selected bidder as under:-

1. 50% on commissioning of the project against Performance Bank Guarantee of 10 % of such 50% amount valid up to 6 months beyond (i.e. for 25 and ½ years) handing over of project to UJVNL.
2. 25 % after one year of continuous operation of the plant against Performance Bank Guarantee of 10 % of such 25% amount valid up to 6 months beyond (i.e. for 24 and ½ years) the handing over of project to UJVNL.

3. 25 % after two year of continuous operation of the plant against Performance Bank Guarantee of 10 % of such 25% amount valid up to 6 months beyond (i.e. for 23 and ½ years) the handing over of project to UJVNL
3. Rest of the investment will be made by the bidder himself for which PPA would be signed between bidder and UJVNL on a tariff determined through the tariff based competitive bidding process.
4. If the project fails to generate any power continuously for a period of one year within 25 years or the project is dismantled during this tenure, UJVNL will have a right to invoke the performance bank guarantee submitted by the Solar Power Developer.

After completion of 25 years, project will be handed over to UJVNL by the selected bidder.

3.25 Short-listing of Project:

3.25.1 For the selection through tariff based competitive bidding, the prospective Solar Power Developers may quote tariff in Rupees/kWh. The tariff quoted by the bidder should be in whole Rupees and in fraction of Rupees. Selection of successful bidder will be done as per following procedure-

- a. All the qualified bidders will be arranged in ascending order of their quoted tariff. The evaluation of bids shall be undertaken by discovering L1 tariff. The bidder quoting such L1 tariff will be the successful bidder. If two or more bidders have quoted same tariff, their position in ascending order will be decided by draw of lot(s).
- b. UJVNL shall have absolute right and discretion to reject the bids if it is found that the offered tariff is unreasonably higher.

3.25.2 The PPA would be signed between selected bidder and Procurer at the tariff determined through tariff based competitive bidding process by UJVNL. The PPA would be signed on the date intimated by the Procurer/ UJVNL.

3.25.3 It is also to clarify that the Solar Power Developer to the extent of capacity contracted by signing PPA with Procurer would not be availing benefit of REC and such an undertaking would be incorporated in PPA.

3.26 Security Deposit and issuance of LOI

LOI will be issued to such L1 bidder. The L1 bidder shall submit the security deposit @ Rs. 10 Lacs/MW valid for 15 months in form of DD/Pay order Or Bank Guarantee as per format 6.3 B within the period specified in the LOI, failing which it will be presumed that the bidder is not interested in signing the PPA. In such case, EMD submitted by the bidder will be forfeited by UJVNL.

EMD (if deposited in form of DD/Pay order) of successful bidder may be adjusted against Security deposit.

3.27 Return of Deposits and forfeiture of Deposits:

3.27.1 In case the Bidder is not selected, UJVNL shall release the EMD or will return Bank Guarantees towards EMD after fifteen days of the issue of LOI.

3.27.2 In case, Procurer offers to execute the PPA with the Selected Bidder and if the Selected Bidder then refuses to execute the PPA with procurer or is unable to execute the PPA within the stipulated time period or extended time period, the Bank Guarantees towards security deposit and EMD will be forfeited by UJVNL.

3.28 Power Purchase Agreement:

A copy of Draft Power Purchase Agreement to be executed between Procurer and the Selected Bidder is enclosed at Annexure 9. The PPA shall be executed on the date to be intimated by Procurer.

Before signing of PPA with the selected bidder, UJVNL may verify the documents furnished by the bidder at the time of submission of RfP including availability of net-worth to the extent claimed in RfP with the original documents and bank statements and the shareholding of the project company along with a copy of complete documentary evidence supported with originals. Bidder may be asked to furnish the documentary evidence claimed for meeting the RfP Eligibility conditions. UJVNL at this stage may also ask the bidder to furnish the audited balance sheet of the previous month end along-with complete Bank statement starting from day one of submission of RfP till date along with a copy of the documents submitted with ROC which become due during this period. If at any stage it is found that the documents furnished by the bidder are false/misleading or misrepresented in any way then the RfP bid will be liable to be rejected and if LOI has been issued and PPA signed, the same will also be cancelled and all the bank guarantees will be en-cashed Or deposits will be forfeited.

Minimum equity to be held by the Promoter:

3.29.1 The Bidders developing the project shall provide the information about the Promoters and their shareholding in the Bidding Company to UJVNL indicating the controlling shareholding at the stage of submission of RfP to UJVNL.

3.29.2 No change in the percentage of controlling shareholding of the Bidding Company or Lead Member in a Bidding Consortium developing the Project shall be permitted from the date of response to RfP till after one year from CoD of the project. However, in case the Project is being developed by a listed company, this condition will not be applicable. The controlling shareholding shall mean the largest shareholding more than 51% of the voting rights in the Company.

- 3.29.3 Any Consortium, if selected, for the purpose of supply of power to procurer, may incorporate a Project Company with equity participation by the Members in line with consortium agreement before signing the PPA with Procurer i.e. the Project Company incorporated shall have the same Shareholding Pattern as given at the time of RfP. The newly incorporated Project Company or Consortium shall not change up to the CoD of the Project. Controlling Shareholder and the lead member in the Project Company shall remain unchanged at least up to one year after the COD of the Project. Further, such change in shareholding would be subject to continued fulfillment of the financial and technical criteria, by the project company.
- 3.29.4 After execution of PPA, the percentage controlling of shareholding of the Controlling shareholder or Lead Member in the Project Company developing the Project shall be maintained for a period of (1) one year after commencement of supply of power unless explicit permission of UJVNL is taken. Thereafter, any change can be undertaken after approval from UJVNL.

3.29 Financial Closure or Project Financing Arrangements:

The Project Solar Power Developer shall report tie-up of Financial Arrangements for the projects within six months from the date of signing Power Purchase Agreement (PPA). At this stage, the project Solar Power Developer would furnish the following documents:

- (a) Solar Power Developer will submit the final loan sanction letter from the bank/FI along with copy of the signed loan agreement.
- (b) Required land for project development is under clear possession of the project Solar Power Developer. In this regard the Solar Power Developer shall be required to furnish the following documentary evidences:
 - i. Copy of MoU signed with UJVNL for right to use the land on canal banks required for setting up of the solar power plant and associated works.
 - ii. Sworn affidavit from the Authorized person of the Solar Power Developer listing the details of the land and certifying total land required for the project under clear possession of the Project Solar Power Developer.

3.30 Commissioning:

- 3.30.1 The Project shall be commissioned within 12 months of the date of signing of PPA between the Solar Power Developer and Procurer. Commissioning period is subject to Force Majeure Conditions detailed in "Definitions", section-2.
- 3.30.2 Should the successful bidder fails to complete the work in the period specified in the PPA / contract, the UJVNL may at its discretion to allow an extension in

time of completion, subject to recovery from the Solar Power Developer an agreed liquidated damages a sum equal to the following percentage from the amount payable by UJVNL { i.e. the amount of LD shall be calculated on the total CFA payment payable by UJVNL } for the period of delay in commissioning as stated below:-

- (a) Delay up to 45 days of the prescribed commissioning period -2.5%.
 - (b) Delay exceeding 45 days but not exceeding 90 days of the prescribed commissioning period – 5%
 - (c) Delay exceeding 90 days but not exceeding 135 days of the prescribed commissioning period – 7.5%
 - (d) Delay exceeding 135 days but not exceeding 180 days of the prescribed commissioning period – 10%
1. The maximum amount of agreed liquidated damages shall be 10% of CFA amount.
 2. If the Solar Power Developer requires an extension of time in completion of contractual commissioning on account of occurrence of any hindrance, he shall apply in writing to the Authority for the same immediately on occurrence of the hindrance but not after the stipulated date of Commissioning.

3.31.3 Delay beyond 180 days from schedule commissioning, PPA may be terminated. However, in exceptional cases, UJVNL may consider to grant extension in the Scheduled Commissioning of project with an additional penalty @ 1.0% per week of the total CFA.

3.31.2 However, if as a consequence of delay in commissioning, after scheduled commissioning date, if the applicable tariff is reduced (as per PPA between UJVNL and UPCL) changes, then tariff applicable shall be the agreed tariff as per PPA or the applicable UERC tariff, whichever is lower.

Note – In case there is any change in tariff for that part of the capacity for which the commissioning has been delayed, the overall tariff for the project would be worked out on the basis of weighted average method.

3.31 Technical Parameters:

The Selected Bidder shall be required to adhere to the technical parameters specified in Annexure-1.

3.32 Tariff:

- As per order dated 23-07-2015, in reference to Petition No. 9 of 2015 (suo-motu), a gross tariff for Solar PV Plants has been approved by Hon'ble UERC for the year 2015-16 at the Rs. 8.25/kWh, which can be taken as bench mark tariff, subject to approval by Hon'ble UERC.

- Bidders quoting the minimum Tariff shall be awarded the Project.
- Tariff for Canal Top Grid Solar PV Plant with CFA shall be declared by Hon'ble UERC.
- Project shall be awarded only after the tariff is determined by Hon'ble UERC.

SECTION 4

Evaluation Criteria

4.1 The evaluation process comprises of the following two steps:

Step I – Responsiveness

Step II – Bid evaluation

4.2 Step I - Responsiveness check:

The Bid submitted by the Bidder shall be scrutinized electronically as well as physically to establish “Responsiveness”. Each Bidder’s Bid shall be checked for compliance with the submission requirements set forth in this RfP. In case of any discrepancy found in the document uploaded and physically submitted, then electronically document will prevail in respect of documents physically sought. However in case of DD/Pay order/BG sought physically, then physical shall prevail over electronic document.

The requisite fee in form of DD/Pay Order or Bank Guarantee as submitted physically in the prescribed envelopes will only be considered for evaluation of Bid(s).

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

- i) Response to RfP not received by the due date and time.
- ii) Response to RfP submitted by a Bidding Consortium not including the Consortium Agreement.
- iii) Response to RfP having Conflict of Interest.
- iv) Bidder submitting or participating in more than one Bid corresponding to one RfP, either as Bidder or as a Member company of Bidding Consortium.
- v) Non submission of Cost of Document, Processing fee, EMD or bid-bond in acceptable form along with RfP document.

4.3 Step II - Bid evaluation:

Step II (Bid evaluation) will be carried out considering the information furnished by Bidders as prescribed under Section 6- Formats. This step would involve evaluation of the Bid of the Bidder.

SECTION 5

SPECIAL TERMS AND CONDITIONS

5.1 Facilitation by UJVNL:

UJVNL will provide necessary support to facilitate the development of the project. This shall include facilitation in the following areas:

- Arranging Evacuation approval from UPCL/ UJVNL.
- Connectivity to the nearest 33/11kV Sub-station of UPCL/ UJVNL at the voltage level of 33kV.

5.2 Land:

The Solar power project is to be installed on the canal top as per the proposed site location. UJVNL will allow canal top/land to Solar Power Developer for development of Solar Power Project on Build, Own, Operate and Transfer (BOOT) basis for 25 years on right to use basis. Ownership of such canal top/land on the canal banks will remain with UJVNL. In case any extra land along the canal banks is required for installation of equipments or any other associated works related to Solar Power Plant, the same will be provided by UJVNL to the Solar Power Developer free of cost on right to use basis for 25 years. MOU for the same will be signed between the successful bidder and UJVNL. Draft MoU is enclosed at Annexure-8.

5.3 Metering System for Solar power Generation plant

- 5.3.1 The metering system shall comprise of main, check and standby meters.
- 5.3.2 For measurement of solar energy supplied by Solar generating station, Main meter shall be provided at the line isolator on the outgoing feeder on HV side of the generator transformer at the solar power Plant designated as main meter for billing purpose. Check meter shall be provided along with main meter on the outgoing feeder. Meter shall also be provided on the other end of the above feeder to serve as standby meter. The consumption recorded by main meter shall be compared with the consumption recorded by standby meter to work out transmission losses as well as to monitor the correct functioning of both meters.
- 5.3.3 All meters (a) main (b) check (c) standby meters in Solar Power Plant Generating Sub-station shall be provided by the solar power producer at his own cost. The load survey of the meter should have provision of voltage monitoring in addition to other parameters. Power failure recording is required to be included in ToD provisions of the meter along with provision of memory requirement as per UERC / UPCL Metering Regulations in force.
- 5.3.4 In the event of main meter or more than one meter becoming defective the order of precedence for billing shall be (a) main (b) check (c) standby.

For installation testing and commissioning of the Solar Power Project, Electricity Connection shall be provided at the tariff as applicable to commercial consumers. However the power connection provided by UPCL/UJVNL will be immediately disconnected after commissioning of the project

5.3.5 The solar power plant requires auxiliary power during generation and non generation time. Successful bidder should note that separate power connection for auxiliary power consumption shall not be provided by UPCL/UJVNL. Project Solar Power Developer is required to make either provision of solar lighting system in their area / plant to meet out the requirement of illumination otherwise they can draw the power from the UPCL/UJVNL through their metering system. In this case net metering (export – import reading of meters) will be applicable. The power connection provided by UPCL/UJVNL will be immediately disconnected after commissioning of the project. The Solar Power Developer will have to produce No-dues certificate from concerned UPCL/UJVNL at the time of commissioning.

5.3.6 Other terms and conditions shall be as per CEA (Installation & Operation of Meters) Regulations, relevant UERC Regulations, IEGC and ABT Regulations as amended & revised from time to time.

5.3.7 All the meters shall also be got tested by UPCL. All the arrangements and expenses towards arrangement, installation and commissioning of meters shall be borne by Solar Power Developer at his own cost.

5.4 Insulation coordination and Protection system:

The Successful Bidder shall ensure the interfacing of his Solar PV Power Plant electrical equipments with UJVNL /UPCL (s) Grid for evacuation of power as well as protection of their Solar Power Plant. UPCL/UJVNL Grid is infinite system so UPCL/UJVNL shall not be responsible for any damage of solar power plant under any fault condition. The responsibility for evacuation of power from the solar power plant generating substation line terminal i.e. outgoing feeder terminal point of Solar Power Plant generating sub-station to the UPCL/UJVNL sub-station will be of the Solar Power Developer.

5.5 Transmission losses:

The transmission losses beyond solar power plant line terminal point shall be borne by the UPCL/UJVNL.

5.6 Evacuation System:

5.6.1 The Solar Power Developer shall lay 11 kV line from the Power Plant Generating Sub-station to 33/11kV UPCL/UJVNL GSS. Cost of 11 kV line will be borne by Solar Power Developer and the responsibility of operation/maintenance will also be of the Solar Power Developer. Solar Power Developer shall get the specification approved from the UPCL/UJVNL.

5.7 Interconnection with UPCL/UJVNL Sub Station:

5.7.1 Solar PV Plant getting connected to the grid for supplying power to UPCL/UJVNL shall be required to pay connectivity charges @ Rs. 2.0 Lac/MW. UPCL/UJVNL shall provide line bay for its interconnection with existing electrical system in 33/11kV UPCL/UJVNL GSS.

5.7.2 In case at a later date, a new 33/11 kV GSS is constructed nearby solar power plant, UPCL/UJVNL can terminate the 33kV transmission line to nearby 33/11 kV GSS by suitable augmentation of line. UPCL/UJVNL will provide bay in new substation. Surplus Line and Bay resulted due to above augmentation shall be utilized by UPCL/UJVNL for system Augmentation.

5.8 Approval of UPCL/UJVNL for Connectivity with the Grid:

5.8.1 The Solar PV plant should be designed for interconnection with the nearest 33/11 kV substation of UPCL/UJVNL at the voltage level of 33/11 kV. The project Solar Power Developer shall be responsible for entering into transmission evacuation agreement with UPCL/UJVNL after allotment of project and signing of PPA. Generator/Solar Power Developer will submit the schematic diagram of the UPCL/UJVNL network showing the locations of the energy meters (Main meter, Check meter & Standby meter)with metering equipment installed on the system to measure the energy injected by RE generator into the system as per prevailing metering CoDe /policy/regulation. This diagram shall also indicate the metering arrangement and details of the metering equipments available on generator panel and pooling station/ receiving station. The SE, UPCL/DGM, UJVNL of the area where RE generator is installed shall approve the metering plan as per prevailing metering Code/regulation/policy before connectivity/commissioning of the plant.

5.8.2 Approval from UPCL/UJVNL confirming technical feasibility of the connectivity of the plant to grid substation at the indicated location shall be required. In case selected bidder forms an SPV before signing of PPA then new technical feasibility of connectivity in New SPV name will be required to be taken from UPCL/UJVNL after signing of PPA even if same is taken in name of Bidder.

5.9 CDM Benefits:

Project Solar Power Developer are encouraged to identify the potential role of carbon finance in their investment analysis including: i) The expected revenues from emission reductions; and ii)The cost of power with and without carbon revenues.

The proceeds of carbon credit from approved CDM project shall be shared between Solar Power Generating Company and concerned beneficiaries as per relevant UERC regulations.

5.10 Benefit under Renewable Energy Certificate Mechanism:

The SPD, to the extent of capacity contracted with Procurer by signing PPA for supply of power under this RfP will not be availing the benefit of REC in

respect of such contracted capacity and such an undertaking would need to be furnished by the SPP.

5.11 Weather Monitoring Station:

5.11.1 The grid connected solar PV Power Plant will install necessary equipment for regular monitoring of solar irradiance (GHI and tilted), temperature (ambient and Module), wind speed and other weather parameters and simultaneously for monitoring of the electric power generated from the plant. The instruments used for above measurements should remain calibrated for entire duration of PPA.

5.11.2 Online arrangement would have to be made by the solar power developer for submission of above data regularly for the entire period of this Power Purchase Agreement to UPCL/UJVNL or any other agency authorized by UJVNL.

5.11.3 Reports on above parameters on monthly basis shall be submitted by the Solar Power Developer to UPCL/UJVNL for entire period of PPA.

5.12 For co-ordination and efficient installation, commissioning, maintenance and operation of the Solar Plants, Successful Bidder has to establish working office in District Dehradun. Proof of such establishment has to be submitted before signing of PPA.

SECTION 6

Formats for Bid Submission

The following formats are required to be submitted as part of the RfP. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Clause 3.23 of Section 3 and other submission requirements specified in the RfP.

- (i) Format of Covering Letter (Format 6.1)
- (ii) Formats for Power of Attorney (Format 6.2)
- (iii) Format for Earnest Money Deposit (EMD) (Format 6.3 A)
- (iv) Format for Board Resolutions (Format 6.4)
- (v) Format for the Consortium Agreement (Format 6.5)
- (vi) Format for Financial Requirement (Format 6.6)
- (vii) Format for Technical Criteria (Format 6.7)
- (viii) Format for connectivity of project with UPCL/UJVNL Substation (Format 6.8)
- (ix) Format for Disclosure (Format 6.9)
- (x) Format for Declaration by Bidder regarding Qualifications (Format 6.10)
- (xi) Declaration by the Bidder/ Lead Member of Bidding Consortium for the Proposed Technology (Format 6.11)
- (xii) Format for filling the tariff (Format 6.13- an .xls file which contains the BoQ which is to be downloaded from www.uktenders.gov.in for this RfP.)
- (xiii) Check lists Annexure 3 & 4
- (xiv) Memorandum & Article of Association, Certificate of Incorporation/Registration (if applicable) of Bidding Company/all member companies of Bidding Consortium.
- (xv) CA Certified copy of Income Tax return filed by the Bidder/Lead member company of Bidding Consortium
- (xvi) Certified/notarized copy of Partnership deed (as applicable)

As and when required:

- (i) Format for Security Deposit in form of Bank Guarantee (Format 6.3 B)
- (ii) Format for Performance Bank Guarantee (Format 6.3 C)

Format – 6.1

Format of Covering Letter

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

Date: _____

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

Tel.#: _____

Fax#: _____

E-mail address#: _____

To,
Executive Engineer (Solar),
UJVN Limited,
“Ujjwal”, Maharani Bagh,
GMS Road, Dehradun-248006

Tel: 0135-27635008, Fax: 0135-2763507

Email : eesolar@ujvnl.com

Sub: Response to RfP T-04/EE(Solar)/2015-16 Setting up of 1MW Canal Top Grid Connected Solar PV Plant on Yamuna Power Channel near Dhalipur Power House, Dhalipur, District Dehradun, Uttarakhand.

Dear Sir,

1. We/I, the undersigned [insert name of the 'Bidder'] having read, examined and understood in detail the RfP alongwith PPA for supply of solar power for 25 years to Procurer(s) and the MoU for right to use the Canal Bank & Land, hereby submit our/my response to RfP for Setting up of 1 MW Canal Top Grid Connected Solar PV Plant on the Yamuna Power Channel near Dhalipur Power House, Dhalipur, District Dehradun, Uttarakhand
2. We/I give our/my unconditional acceptance to the RfP T-04/EE(Solar)/2015-16 along with PPA and MoU attached thereto, issued by UJVNL. We shall ensure that the PPA is executed as per the provisions of the RfP and provisions of PPA & MoU shall be binding on us/me. It is expressly accepted by us/me that We/I shall abide by the provision of liquidated damages as stipulated in RfP clause No.-..... and any decision of UJVNL/Procurer regarding encashment of the BGs submitted towards EMD, Bid bond and Performance Bank Guarantee (PBG) shall be final and binding on us/me.

3. We/I confirm that our/my Project of capacity 1 MW shall be commissioned within 12 months from the date of signing of PPA.

4. Earnest Money Deposit (EMD).

We/I have enclosed EMD of Rs. (Insert Amount), in the form of bank guarantee No.....[Insert bank guarantee number] dated

[Insert date of bank guarantee] as per Format 6.3A from [Insert name of bank providing bank guarantee] and valid up to.....in terms of Clause 3.22 of this RfP.

5. We have submitted one bid for development of one Project of 1 MW AC size using a Solar Photo Voltaic technology.

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

7. Acceptance

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

8. Familiarity with Relevant Indian Laws & Regulations

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

9. We/I are/am submitting herewith our/my response to the RfP with formats duly signed as desired by you in the RfP for your consideration on “<http://uktenders.gov.in>”

10. It is confirmed that our/my response to the RfP is consistent with all the requirements of submission as stated in the RfP and subsequent communications from UJVNL.

11. The information submitted in our/my response to the RfP is correct to the best of our/my knowledge and understanding. We/I would be solely responsible for any errors or omissions in our/my response to the RfP.

12. We/I confirm that all the terms and conditions of our Bid are valid up to a period of six (6) months from the date of opening of RfP.

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

14. We/I confirm to comply with Grid CoDe including Load Dispatch and System Operation Code, Metering Code, Protection Code, Safety Code, relevant regulations/orders of the appropriate authority etc. and provisions of Uttarakhand Solar Energy Policy, 2013, as applicable from time to time in the State of Uttarakhand.

15. Contact Person

Details of the contact person are furnished as under:

Name :

Designation :

Company/Firm :

Address :

Phone Nos. :

Fax Nos. :

E-mail address :

Dated the ___ day of _____, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Bidder/Partner/Person Authorized by the Board)

Format – 6.2

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

Power of Attorney

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

Know all men by these presents that M/s. having its registered office at, and M/s having its registered office at, (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named..... (insert name of the Consortium if finalized) (herein after called the ‘Consortium’) vide Consortium Agreement dated..... and having agreed to appoint M/s..... as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s..... a company incorporated under the laws of and having its Registered /Head Office atas our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfP. We also authorize the said Lead Member to undertake the following acts:

- i. To submit on behalf of Consortium Members response to RfP.
- ii. To do any other act or submit any information and document related to the above response to RfP, if required.

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

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

IN WITNESS WHEREOF M/s, as the Member of the Consortium have executed these presents on this..... day ofunder the Common Seal of our company.
For and on behalf of Consortium Member

M/s.....

(Signature of person authorized by the board)

(Name Designation Place:

Date

Accepted-

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

Attested-

(Signature of the executants)

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

Place:-----

Date:-----

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

Format 6.3 A
Format for Earnest Money Deposit

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

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfP inter-alia for selection of the project, at[Insert Capacity of Plant and name of the place] under RfP T-04/EE(Solar)/2015-16 for supply of power there from on long term basis, in response to the RfP dated issued by UJVN Ltd considering such response to the RfP of.....[*insert the name of the Bidder*] as per the terms of the RfP, the..... [*insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to UJVNL at Dehradun forthwith on demand in writing from UJVNL or any Officer authorized by it in this behalf, any amount upto and not exceeding ----- [*Insert amount not less than that derived on the basis of Rs.5 Lacs/MW*], on behalf of Mr./M/s. _____[*Insert name of the Bidder*].

This guarantee shall be valid and binding on this Bank up to and including - ----- [*insert date of validity in accordance with clause 3.22 of this RfP*] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement. Our liability under this Guarantee is restricted to Rs. _____ (_____ only). Our Guarantee shall remain in force until [*insert date of validity in accordance with clause 3.22 of this RfP*]. UJVNL shall be entitled to invoke this Guarantee till [*insert date of validity in accordance with clause 3.22 of this RfP*]. The Guarantor Bank hereby agrees and acknowledges that the UJVNL shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [*Insert name of the Bidder*] and/or any other person. The Guarantor Bank shall not require UJVNL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against UJVNL in respect of any payment made hereunder:

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

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

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

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

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

Notwithstanding anything contained herein above, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____ [Date to be inserted on the basis of Clause 3.22 of this RfP] . We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if UJVNL serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For _____ [Insert Name of the Bank] _____

Banker's Stamp and Full Address.

Dated this _____ day of _____, 20__

Format 6.3 B
Format for Security Deposit

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

In consideration of the ----- [Insert name of the Bidder/ Lead Member (in case of Consortium)] (hereinafter referred to as 'Bidder') submitting the response to RfP inter-alia for selection of the project, at[Insert Capacity of Plant and name of the place] under RfP T-04/EE(Solar)/2015-16 for supply of power on long term basis, in response to the RfP Dated----- issued by UJVN Limited, Dehradun Uttarakhand Limited, (herein after referred to as UJVNL) and UJVNL considering such response to the RfP of[insert the name of the Bidder] as per the terms of the RfP, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to UJVNL at Dehradun-248006 forthwith on demand in writing from UJVNL or any Officer authorized by it or on its behalf, any amount up to and not exceeding -----[Insert amount not less than that derived on the basis of LOI] only, on behalf of Mr./M/s.[Insert name of the Bidder] .

This guarantee shall be valid and binding on this Bank up to and including[insert date of validity in accordance with clause 3.22 of this RfP] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement. Our liability under this Guarantee is restricted to Rs. (Rs. only). Our Guarantee shall remain in force until [insert date of validity in accordance with clause 3.22 of this RfP] and UJVNL shall be entitled to invoke this Guarantee till [insert date of validity in accordance with clause 3.22 of this RfP].

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

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

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

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

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

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

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

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

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

Signature

Name

Power of Attorney No

For

[Insert Name of the Bank]

Banker's Stamp and Full

Address.

Dated this _____ day of, _____ 20

Witness:-

1.

2.

Format 6.3 C

Format for Performance Guarantee

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

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Solar Power Developer') submitting the response to RfP inter alia for selection of the project, at[*Insert name of the place*] under RfP T-04/EE(Solar)/2015-16 for supply of power there from on long term basis, in response to the RfP dated... issued by UJVNL and UJVNL[*Insert Name of the Place from the address*] considering such response to the RfP of[*insert the name of the selected Solar Power Developer*] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Solar Power Project of the Solar Power Developer and issuing Letter of Intent No ----- to (Insert Name of selected Solar Power Developer) as per terms of RfP and the same having been accepted by the selected SPD resulting in a Power Purchase Agreement (PPA) entered into, for purchase of Power [from selected Solar Power Developer or a Project Company, M/s ----- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfP, the [*insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to UJVNL at [*Insert Name of the Place from the address*] forthwith on demand in writing from UJVNL or any Officer authorized by it in this behalf, any amount up to and not exceeding --- --- [Total Value] only, on behalf of M/s [Insert name of the selected Solar Power Developer/ Project Company]

This guarantee shall be valid and binding on this Bank up to and including (valid as per Clause 3.24) and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only). Our Guarantee shall remain in force until UJVNL or their authorized representatives shall be entitled to invoke this Guarantee till _____

The Guarantor Bank hereby agrees and acknowledges that the procurer(s) or their authorized representatives shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

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

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

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

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

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

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly UJVNL or their authorized representatives shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Solar Power Developer / Project Company , to make any claim against or any demand on the selected Solar Power Developer / Project Company or to give any notice to the selected Solar Power Developer / Project Company or to enforce any security held by procurer(s) or their authorized representatives or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Developer / Project Company .

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

Notwithstanding anything contained herein above, our liability under this Guarantee is restricted to Rs. _____ (Rs. only) and it shall remain in force until. We are liable to +pay the guaranteed amount or any part thereof under this Bank Guarantee only if UJVNL or their authorized representatives serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For
[Insert Name of the Bank] _____

Banker's Stamp and Full Address.

Dated this day of __, 20 .

Witness:.

1.

Signature

Name and Address

2.

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank.
2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed.

Format 6.4
Format for Board Resolutions

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

1. RESOLVED THAT Mr/Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to ____RFP_____for the Project 'Setting up of 1 MW (AC) Grid connected Solar PV Plant to be connected on 11 kV level at UPCL/UJVNL 33/11kV Sub-station in Uttarakhand including signing and submission of all documents and providing information/response to RfP No T-04/EE(Solar)/2015-16 to UJVNL, representing us in all matters before UJVNL, and generally dealing with UJVNL in all matters in connection with our bid for the said Project. (To be provided by the Bidding Company or the Lead Member of the Consortium)

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

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

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

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

And

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium

pursuant to the terms and conditions contained in the Consortium Agreement dated

..... executed by the Consortium as per the provisions of the RfP. [To be passed by the Lead Member of the Bidding Consortium]

3. FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to M/s. (Insert name of Bidding Company/Consortium Member(s)) to use our financial capability for meeting the Qualification Requirements for the Project "Setting up of 1 MW (AC) Grid connected Solar PV Plant to be connected on 11 kV level at UPCL/UJVNL 33/11kV Sub-station in Uttarakhand against RfP T-04/EE(Solar)/2015-16 and confirm that all the equity investment obligations of M/s.....(Insert Name of Bidding Company/ Consortium Member(s)), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us. [To be passed by the entity(s) whose financial credentials have been used]

Certified true copy-

(Signature, Name and stamp of Company Secretary)

Notes:-

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

Memorandum and Articles of Association of the Bidder and its parent/affiliate) whose credentials have been used should be submitted.

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

Format 6.5

Format for Consortium Agreement

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

This Consortium Agreement (“Agreement”) executed on this day of Two thousand_____ between M/s_[insert name of Lead Member] _____ a Company incorporated under the laws of and having its Registered Office at (herein after called the “Member-1”, which expression shall include its successors, executors and permitted assigns) and M/s_____ a Company incorporated under the laws of and having its Registered Office at (hereinafter called the “Member-2”, which expression shall include its successors, executors and permitted assigns), M/s_____ a Company incorporated under the laws of and having its Registered Office at (hereinafter called the “Member-n”, which expression shall include its successors, executors and permitted assigns), [*The Bidding Consortium should list the details of all the Consortium Members*] for the purpose of submitting response to RfP T-04/EE(Solar)/2015-16, and execution of Power Purchase Agreement(in case of award), against this RfP issued by UJVNL a Company incorporated under the [Company’s Act, 1956, and having its Registered Office at_____or constituted under WHEREAS, each Member individually shall be referred to as the “Member” and all of the Members shall be collectively referred to as the “Members” in this Agreement.

WHEREAS the UJVNL desire to purchase power

WHEREAS, the UJVNL had invited response to RfP vide its Request for Proposal (RfP) dated

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

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s), shall act as the Lead Member as defined in the RfP for self and agent for and on behalf of Member-2, -----, Member-3.

2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the project Company is/ shall be in the following proportion:

Name	Percentage
Member 1	---
Member 2	---
Member 3	---
Total	100%

We acknowledge that after execution of PPA, the controlling shareholding (more than 51% of the voting rights) in the Project Company developing the Project shall be maintained for a period of (1) one year after commencement of supply of power.

6. The Lead Member, on behalf of the Consortium, shall *inter alia* undertake full responsibility for liaising with Lenders and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the PPA.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall

not in any way be a limitation of responsibility of the Lead Member under these presents.

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

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

For M/s-----

[Member 1]
(Signature, Name & Designation of the person authorized vide Board Resolution)
Dated[.]

[Member 2]
(Signature, Name & Designation of the person authorized vide Board Resolution)
Dated[.]

Witnesses

1) Signature -----

Name:

Address:

(2) Signature -----

Name:

Address:

Signature and stamp of Notary of the place of execution.

Format 6.6

Format for Financial Requirement – Net Worth & Turn Over [On the letter head of Bidder]

To,
Executive Engineer (Solar),
UJVN Limited,
“Ujjwal”, Maharani Bagh,
GMS Road, Dehradun-248006

Sub: Response to RfP T-04/EE(Solar)/2015-16 Setting up of 1MW Canal Top Grid Connected Solar PV Plant on Yamuna Power Channel near Dhalipur Power House, Dhalipur, District Dehradun, Uttarakhand.

We certify that the Bidder/Member in a Bidding Consortium has a Net Worth of Rs.
(Rs..... Crore) based on:

(i) For Existing entities

Description	Select any on (whichever is applicable)
Audited annual accounts of any of the last three (3) financial years, 2012-13, 2013-14 and 2014-15 [<i>Strike out the financial years not applicable</i>].	Applicable / Not applicable
OR	
Net Worth as on day dd/mm/yyyy more than seven days prior to the last date of submission of response to RfP by the bidder)	Applicable / Not applicable

(ii) For new entities

Net Worth as on day dd/mm/yyyy more than seven days prior to the last date of submission of response to RfP by the bidder)

Net Worth has been calculated in accordance with instructions provided in clause 3.23 (xvii) of the RfP.

Exhibit (i): Applicable in case of a Bidder other than member in Consortium For the above calculations, we have considered the Net-Worth of Proprietorship Concern/Partnership firm/Bidding Company and/ or its Parent / Affiliates as per following details:

Name of Proprietorship Concern/ Partnership firm/ Company / Parent/ Affiliate	Name of Company / Parent/ Ultimate Parent/ Affiliate whose Net worth is to be considered, only in case the bidder is a company	Relationship with Bidding Company*	Either Financial Year to be considered for Net Worth or Net worth of the respective Bidder more than seven days prior to submission of RfP	Net Worth (in Rs. Crore) of the Bidder
Company 1				

---			Total	

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

Exhibit (ii): Applicable in case of Bidding Consortium
 (To be filled by each Member in a Bidding Consortium separately)
 Name of Member: [Insert name of the Member]

Net Worth Requirement to be met by Member in Proportion to the Equity Commitment:
 Rs.----- Crore (Equity Commitment (%) * Rs. [] Crore) For the above calculations, we have considered Net Worth by Member in Bidding Consortium and/ or Parent/ Affiliate as per following details:

Name of Consortium Member Company	Name of Company / Parent/ Ultimate Parent/ Affiliate/ Consortium Member whose net worth is to be considered	Relationship with Bidding Company* (if any)	Either Financial Year to be considered for Net Worth or Net worth of the respective Company more	Net Worth (in Rs. Crore) of the Consortium Member Company	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)

			than seven days prior to submission of Rfp			
Company 1 ---				Total		

We certify that the Bidder/Member in a Bidding Consortium has a Turn Over of Rs.
(Rs..... Crore) based on:

Name of Consortium Member Company	Name of Company / Parent/ Ultimate Parent/ Affiliate/ Consortium Member whose turnover is to be considered	Relationship with Bidding Company* (if any)	Average Turnover of the Company for last three years.	Equity Commitment (in %age) in Bidding Consortium	Proportionate Turnover in Rs. Crores
Company 1 ---					
Total					

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

Name & Signature of the bidder/partner/person Authorized by the Board

Statutory Auditor or Chartered Accountant (Signature with seal and M.No.)

Date:

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

Format- 6.7

**Format for Technical Criteria
[On the letter head of Bidder]**

To,
Executive Engineer (Solar),
UJVN Limited,
"Ujjwal", Maharani Bagh,
GMS Road, Dehradun-248006

Sub: Response to RfP T-04/EE(Solar)/2015-16 Setting up of 1MW Canal Top Grid Connected Solar PV Plant on Yamuna Power Channel near Dhalipur Power House, Dhalipur, District Dehradun, Uttarakhand.

Dear Sir,

We hereby undertake to certify in line with clause 3.30 under the title "Financial Closure" that the following details/documents shall be furnished within six months of signing of PPA:-

1. A certificate that the technology proposed to be used is commercially established technology and at least one project based on this technology of at least 1 MW has been in successful operation for one year anywhere in the world.
2. Details of the project with location and the successful operational period of the project utilizing this technology.
3. The project Solar Power Developer will submit the final loan sanction letter from the bank/FI along with copy of the signed loan agreement.

In this regard the Project Solar Power Developer shall be required to furnish the following documentary evidences:-

- i) Copy of MoU signed with UJVNL for right to use the canal Bank/ land required for setting up of the solar power plant and associated works.
- ii) Sworn affidavit from the Authorized person of the Solar Power Developer listing the details of the land and certifying total land required for the project under clear possession of the Project Solar Power Developer.

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

(Signature & Name of the bidder/partner/ person Authorized By the board)

Format - 6.8

Format for Letter for connectivity for the project to UPCL/UJVNL Substation

To,
Executive Engineer (Solar),
UJVNL Limited,
"Ujjwal", Maharani Bagh,
GMS Road, Dehradun-248006

Sub: Response to RfP T-04/EE(Solar)/2015-16 Setting up of 1MW Canal Top Grid Connected Solar PV Plant on the Yamuna Power Channel near Dhalipur Power House, Dhalipur, District Dehradun, Uttarakhand.

Dear Sir,

1. We will take approval from UPCL/UJVNL confirming technical feasibility of the connectivity of our plant at identified location to nearby 33/11kV grid substation immediately after signing of PPA.
2. After signing of MoU with UJVNL, we will approach to concerned UPCL/UJVNL for providing connectivity for our solar PV Project of 1 MW with the UPCL/UJVNL grid at a voltage level of 11 kV.
3. We confirm that all electrical equipment and material of solar power generating substation will conform to state grid CoDe and will be suitable for connectivity with UPCL/UJVNL grid substation.
4. We confirm that we will pay Grid connectivity charges of Rs. 2.00 lacs per MW to UPCL/UJVNL, for the above Solar PV Power Project.
5. We confirm that all the arrangements of power evacuation including 33 KV transmission line and terminal equipments up to the UPCL/UJVNL 33/11 Grid Substation shall be arranged by us at our own cost.

(Signature & Name of the bidder/partner/person Authorized by the Board)

**Format-6.9 Format
for Disclosure**

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

1. We hereby declare and confirm as under :-
 - (i) That we are only participating in the RfP Selection process and that our Parent, Affiliate or Ultimate Parent, with which we have direct or indirect relationship, are not separately participating in this selection process

2. We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to RfP bid will be rejected and if LOI has been issued or PPA has been signed, the same will be cancelled and the bank guarantees will be en-cashed.

(Signature & Name of the bidder/partner/person Authorized By the board)

Format 6.10

Declaration by the Bidder regarding Qualifications

In relation to my/our Bid submitted to.....
for procurement of..... in response to the Notice
Inviting Bids No..... Dated.....
..... I/we hereby declare.

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional

conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition.
6. I understand that all the required documents to meet the Qualification Requirement as detailed in clause 3.23 are necessarily required to be uploaded and to be submitted in physical form along with this format.

Date:

Place:

Signature of bidder
Name:
Designation:
Address:

Format - 6.11

Declaration by the Solar PV Power Developer

1	Name of Bidder/ Lead Member of Bidding Consortium		
2	Project proposed		Solar PV
3	Capacity proposed	MW (AC)	1 MW AC
4	Estimated Capacity Utilization Factor	%	
5	Estimated Annual Generation	kWh	
6	Solar PV Projects technology	Crystalline Silicon Solar Cell Modules	
		Thin Film Modules	
		Combination of Crystalline Silicon Solar Cell Modules and Thin Film Modules	
		Concentrated PV Modules	
		Any Other Technology	

We undertake that the technical parameters of PV modules to be used for setting up the Solar Power Plant will be as per Annexure 1 of RfP.

(Signature & Name of the bidder/partner/person Authorized By the board)

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

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

1. PV Module Qualification

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

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

- 1.2 In addition, PV modules must qualify to IEC 61730 for safety qualification testing. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.
- 1.3 The PV Module and cell must qualify for Domestic Content Requirement as defined by SECI/ MNRE/ GOI for encouraging domestic manufacturers.
- 1.4 The cells used in the module must be “A” grade cells
- 1.5 Minimum module efficiency must be 17%.

2. Authorized Test Centers

The PV modules must be tested and approved by one of the IEC authorized test centers. In addition a PV module qualification test certificate as per IEC standard, issued by ETDC, Bangalore or Solar Energy Centre will also be valid. Ministry will review the list of authorized testing laboratories/centres from time to time.

3. Warranty

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

4. Identification and Traceability

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

- i. Name of the manufacturer of PV Module
 - ii. Name of the Manufacturer of Solar cells
 - iii. Month and year of the manufacture (separately for solar cells and module)
 - iv. Country of origin (separately for solar cells and module)
 - v. I-V curve for the module.
 - vi. Wattage, I_m , V_m and FF for the module
 - vii. Unique Serial No and Model No of the module
 - viii. Date and year of obtaining IEC PV module qualification certificate
 - ix. Name of the test lab issuing IEC certificate
 - x. Other relevant information on traceability of solar cells and module as per ISO 9000.
- 5.** All grid solar PV power plants must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to the UPCL/UJVNL on line and through a report on regular basis for the entire duration of PPA.
- 6.** Suitable measurement facility should be placed as close as possible to the solar plants. A common measurement facility may be allowed to be used by the plants located within a radius of five kilometers from this facility. This shall be subject to the conditions that:
- It is certified by the participating Solar Power Developer that the topography of the place remains similar in this range of distance
 - Participating project Solar Power Developer agree on sharing of the data, maintenance of the facility, quality checks on the data, etc.

List of Banks

SCHEDULED COMMERCIAL BANKS

A SBI AND ASSOCIATES

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

B NATIONALISED BANKS

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

C. SCHEDULED FOREIGN BANKS

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

CHECK LIST

Sl. No.	Details of checks	YES/NO.
a)	Is the requisite amounts DD/Pay orders submitted. [i.e. as per clause no. 3.16 of section 3]	
b)	(In case og BG of EMD) Is the BG on non-judicial Stamp paper of appropriate value, as per Stamp Act [i.e. as per clause no. 3.16 of section 3] submitted. Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor?	
c)	In case of BGs from Banks abroad, has the BG been Executed on Letter Head of the Bank.	
d)	Has the executing Officer of BG indicated his name, Designation and Power of Attorney No./Signing Power No. on the BG?	
e)	Is each page of BG duly signed / initialed by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed Performa?	
f)	Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
i)	Are the factual details such as Bid Document No. / Specification No./ Amount of BG and Validity of BG correctly mentioned in the BG.	
j)	Whether overwriting/cutting if any on the BG have been properly authenticated under signature & seal of executants?	
k)	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
l)	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	

Check List of Documents to be submitted along with RfP to UJVNL

Sl. No.	Details of Documents	YES/NO.
1	Format of Covering Letter (Format 6.1)	
2	Formats for Power of Attorney (Format 6.2)	
3	Format for Earnest Money Deposit (EMD)(Format6.3 A)	
4	Format for Board Resolutions (Format 6.4)	
5	Format for the Consortium Agreement (Format 6.5)	
6	Format for Financial Requirement (Format 6.6)	
7	Format for Technical Criteria (Format 6.7)	
8	Format for Connectivity of Project with Discoms Substation (Format 6.8)	
9	Format for Disclosure (Format 6.9)	
10	Format for Declaration by the Bidder for Qualification (Format 6.10) alongwith documents required for Qualification Requirements.	
11	Memorandum & Article of Association, Certificate of Incorporation (if applicable) of Bidding Company / all member companies of Bidding Consortium.	
12	Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology (Format 6.11)	
13	Check lists Annexure 3	
14	Check lists Annexure 4	
15	CA Certified copy of Income Tax return filed by the Bidder/Lead member company of Bidding Consortium	
16	Certified/notarized copy of Partnership deed (as applicable)	

Compliance with the CoDe of integrity and No Conflict of interest

Any person participating in a procurement process shall –

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and Regulations. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

- a. have controlling partners/ shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative for purposes of the Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder in more than one Bid; or

- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring entity as engineer-in-charge consultant for the contract.

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Director(Operations), UJVN Ltd. 'UJJWAL', Maharani Bagh, GMS Road,Dehradun-248006 (Uttarakhand)

The designation and address of the Second Appellate Authority is Managing Director UJVN Ltd. ' UJJWAL', Maharani Bagh, GMS Road,Dehradun-248006 (Uttarakhand)

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form alongwith as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative

(6) Fee for filing appeal

- (a) Fee for first appeal shall be Rs Two Thousand Five hundred and for second appeal shall be Rs Ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in favour of UJVN Ltd payable at Dehradun.

(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
 - (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate

Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

- (d) The order passed under sub-clause (c) above shall also be placed on the the UJVNL's website www.ujvnl.com

Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a financial bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration Shall be executed.

2. Procuring Entity's Right to Vary Quantities

- i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

Draft MoU for use of the Land on Canal Bank by the successful bidder on right to use basis

This Memorandum of understanding (MoU) is drawn on the.....day of
2016 between UJVNL (here in after referred to as Department of the first part, represented by Executive Engineer).

And

The successful Bidder having its office at.....
(Hereinafter referred to as Agency, represented by.....Whereas:-

- 1 This MoU is for the use of canal Bank and Land by Agency on right to use basis for establishing 1 MW Solar photo voltaic power plant on canal top owned by UJVNL.
- 2 The Solar Power Plant is to be installed on the canal top. The details of proposed location for solar power plant as per attached layout plan of canal system is as under:
 - (i) Name of Canal – Yamuna Power Channel near Dhalipur Power House, Dhalipur District Dehradun, Uttarakhand
- 3 In case any extra land along the canal bank is required for installation of equipment's or any other associated works related to Solar Power Plant, the same will be provided by UJVNL to the Agency free of cost, if available, on right to use basis for the term of the PPA.
- 4 The ownership of such canal bank land will remain with UJVNL.
- 5 The part of aforesaid canal system will be maintained by the Agency and any damage caused to the system during installation as well as running of solar power plant will be repaired and maintained by the Agency at his own cost.
- 6 No obstacle is to be caused by the Agency in safe running of canal.
- 7 On completion of the period of project i.e. 25 years from COD, the Agency will hand over this part of canal system in well maintained condition to the Department.
- 8 In case of any breach of terms and conditions of the MoU, the Department is entitled to withdraw the access of canal system by the Agency.
- 9 This MoU suspends all prior understanding, if any, between the Department and the Agency concerning the subject hereof.

- 10 No amendments to the MoU shall be valid unless executed in writing and signed by Department and Agency.
- 11 Both the parties to this MoU will abide by the terms and conditions of the RfP/Bid document.

IN WITNESS WHEREOF the Department and Agency have carefully gone through the contents of the Memorandum of Understanding (MoU) and have signed and put their seals on the aforesaid MoU and agreed to abide by the terms and conditions as laid down in totality and have signed this MoU as of the day and year first above written.

Signatories

1. For UJVNL
2. For Successful bidder

Witness

- 1.
- 2.

**POWER PURCHASE AGREEMENT
BETWEEN**

**UJVN Limited
AND
M/s**

THIS AGREEMENT is made this day of hereinafter called the Effective Date), between.....[Name of Solar Power Developer] registered under the Company's Act,1956 and 2013 and having its registered office at [Address of Solar Power Developer], hereinafter called the "Solar Photovoltaic Power Plant", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees as party of the first part, and UJVN Limited, a Company registered under the Company's Act, 1956, having its Registered Office at "Ujjwal", Maharani Bagh, GMS Road, Dehradun, hereinafter called "UJVNL", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees as party of the second part.

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

AND WHEREAS, UJVNL is a wholly owned Corporation of the Government of Uttarakhand set up for managing hydro power generation at existing power stations and development, promotions of new hydro projects with the purpose of harnessing, the known, and yet to be known, hydro power resources of the State.

AND

WHEREAS the Solar Photovoltaic Power Plant has undertaken to implement the power project by installing plant and equipment having installed capacity of

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

And

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

WHEREAS the Solar Photovoltaic Power Plant, agrees to purchase power for it's auxiliaries from UJVNL in a situation when the Solar Photovoltaic Power Plant, is not in a position to generate electricity to meet the requirement of its own use or for start up the plant and UJVNL agrees

to supply such power to plant as per Uttarakhand Electricity Regulatory Commission (Tariff and Other Terms for Supply of Electricity from Renewable Energy Sources and non-fossil fuel based Co-generating Stations) Regulations, 2013 as amended from time to time and as per Hon'ble UERC order dated 20-03-2015.

This agreement shall be subject to any change suggested by UERC in this agreement and shall be incorporated in the PPA being executed now.

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

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

1. Definitions

Other than those defined below, the words/expressions used in this agreement, unless repugnant to the context, shall have the meaning assigned to them in the Electricity Act, 2003, Uttarakhand State Grid Code, as amended from time to time, Uttarakhand Electricity Regulatory Commission (Tariff and Other Terms for Supply of Electricity from Renewable Energy Sources and non-fossil fuel based Co-generating Stations) Regulations, 2013 as amended from time to time and as per Hon'ble UERC order dated 20-03-2015, and the rules framed there under. The words/expressions listed below shall have the meanings respectively assigned hereunder.

- 1.1 'Bill Meter' means Import and Export Meter on the basis of which energy bills shall be raised by the Solar Power Developer/UJVNL.
- 1.2 'Check Meter' means Import and Export Meter for performing a check on the accuracy of the Bill Meter.
- 1.3 'Date of commercial operation or Commissioning (COD)'- in relation to a unit means the date declared by the Solar Power Developer on achieving maximum continuous rating through a successful trial run and in relation to the generating station, the date of commercial operation means the date of commercial operation of the last unit or block of generating station and expression „commissioning“ shall be construed accordingly.
- 1.4 'Export Meter' means Bill Meter installed at interconnection point for measurement of Active Energy, Maximum demand and Power factor for Energy exported to the Solar Photovoltaic Power Plant from UJVNL/UPCL 33/11 kV Grid connecting Sub-Station, ... HEP,
- 1.5 'Energy Account Month' means period from 00 hrs of 1st day to 00 hrs of last day of the billing month.
- 1.6 'Sub Station' means UJVNL/UPCL 33/11 kV Grid connecting Sub-Station, HEP, owned maintained and operated by UJVNL/UPCL.
- 1.7 'Import Meter' means Bill Meter installed at interconnection point for Measurement of Active Energy, Maximum demand and Power factor for Energy imported from the Solar Photovoltaic Power Plant to UJVNL/UPCL 33/11 kV Grid connecting Sub-Station, ... HEP,
- 1.8 'Bill' means a bill raised, that includes all charges to be paid by UJVNL with respect to sale of power by the Solar Power Developer to UJVNL.

- 1.9 'State Transmission Utility (STU)' means Power Transmission Corporation of Uttarakhand Limited (PTCUL) being the transmission utility specified so by the Government of Uttarakhand.
- 1.10 'TOD' means "Time of day", for the purpose of Metering.
- 1.11 'UERC' means the Uttarakhand Electricity Regulatory Commission.
- 1.12 'Wheeling' means the operation whereby the distribution system and associated facilities of a transmission licensee or distribution licensee, as the case may be, are used by another person for the conveyance of electricity on payment of charges to be determined under section 62 of the Electricity Act 2003.
- 1.13 'Regulations' means the Uttarakhand Electricity Regulatory Commission (Tariff and Other Terms for Supply of Electricity from Renewable Energy Sources and non-fossil fuel based co-generating stations) Regulations, 2013 as amended from time to time.
- 1.14 'State Grid CoDe (SGC)' means the Uttarakhand Electricity Regulatory Commission (State Grid CoDe) Regulations, 2007 specified under clause(h) of subsection(1) of section 86 of the Act by Uttarakhand Electricity Regulatory Commission or its subsequent amendment thereof.
- 1.15 'Inter-connection Point' shall mean interface point of renewable energy generating facility with the transmission system or distribution system which shall be line isolator on outgoing feeder on HV side of Solar Photovoltaic Power Plant transformer.
- 1.16 'Commission' means the Uttarakhand Electricity Regulatory Commission (UERC).
- 1.17 'UREDA' means Uttarakhand Renewable Energy Development Agency.

2. POWER PURCHASE, SALE AND BANKING

- 2.1 UJVNL shall accept and purchase entire/surplus MW of power made available to UJVNL system from Solar Photovoltaic Power Plant @ Rs.... /kWh intimated vide letter no. after the bidding process conducted by UJVNL. This rate of sale of Power shall be applicable only if the Solar Power Developer commissions their plants on or before[date] However if the plant is commissioned after, the rate of sale of power would be corresponding to the rates determined by the UERC for the year of commissioning if such rates are lower than the tariff agreed to in the PPA otherwise tariff agreed in this PPA shall continue.
- 2.2 The supply of electricity by UJVNL to Solar Photovoltaic Power Plant, in case Solar Photovoltaic Power Plant's plant is not in a position to generate electricity to meet the requirement of its own use or for start up and consequently power is required to be drawn from UJVNL, shall be as per Regulation 45 of Uttarakhand Electricity Regulatory Commission (Tariff and other terms for supply of Electricity from Renewable Energy Sources and non-fossil fuel based co-generating stations) Regulations, 2013.
- 2.3 Solar Photovoltaic Power Plant and UJVNL shall comply with all the regulations issued by UERC from time to time including but not limited to Uttarakhand Electricity Grid CoDe, Open Access Regulations, SLDC Regulations to the extent they are applicable to them.
- 2.4 The Projects developed on conventional solar PV technology should have a minimum CUF of 16% in any given contract year. In case the Solar Power Developer fail to supply energy pertaining to minimum CUF in a contract year then the Solar Power Developer shall pay a penalty equal to 10% of the tariff,

for such shortfall in units to UJVNL. Tariff for penalty shall be as per PPA between UPCL and UJVNL.

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

3 MAINTENANCE REQUIREMENT OF THE SOLAR PHOTOVOLTAIC POWER PLANT

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

4. SUPPLY SCHEDULE

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

5. BILLING PROCEDURE AND PAYMENTS

- 5.1 The Solar Photovoltaic Power Plant shall raise monthly bill as per RE Regulation 2013, based on the monthly Joint Meter Reading with help of MRI of the Bill Meter installed at interconnection point along with the detailed MRI Report of the Meter at the time of reading and Load Survey data of previous 35 days. The MRI report should also be certified by the representative of UPCL. Soft copy of the MRI shall also be submitted.
- 5.2 The Monthly Bill in triplicate along with supported documents viz. Joint Meter Readings and the MRI document (Bill & Check Meter) duly signed by Executive Engineer(Distribution)/ Executive Engineer (Test) of UPCL of the concerned division with load survey data of previous 35 days raised by the Solar Power Developer shall be delivered to UJVNL at office of Executive Engineer(Solar), "Ujjwal" Maharani Bagh, GMS Road, Dehradun on or before the Third (3rd) working day of the following month hereinafter called the Monthly Bill date.
- 5.3 UJVNL shall make full payment against such Monthly Bills to the Solar Photovoltaic Power Plant from the date of the receipt of original monthly bill along with complete documents mentioned in above Clause I & II with following rebate options:-
 - i. For payment of bills through the letter of credit on presentation, a rebate of 2% shall be allowed.
 - ii. Where payments are made by a mode other than through the letter of credit but within a period of Forty Five (45) days of presentation of bills by the Solar Power Developer, a rebate of 1% shall be allowed.

- 5.4 For default in payment beyond Seventy Five (75) days from the billing, a surcharge at the rate of 1.25(%) percent per month or part thereof shall be levied on the billed amount.
- 5.5 The bills raised by the Solar Power Developer shall be paid in full subject to the conditions that:-
- i There is no apparent arithmetical error in the bill(s).
 - ii The bill(s) is/are claimed as per tariff referred to in Para 2 of this agreement. They are in accordance with the energy account referred to in Para 14 of this agreement.
- 5.6 In case of any dispute regarding the bill raised by the Solar Photovoltaic Power Plant, UJVNL shall file a written objection with the Solar Power Developer within fifteen days of receipt of the bill giving full particulars of the disputed item(s), with full details/data and reasons of discrepancies and amount disputed against each item. The Solar Photovoltaic Power Plant shall resolve the above with UJVNL within 30 working days.
- 5.7 In case, the dispute is not resolved within 30 working days as provided above, and in the event it is decided to proceed with the Arbitration, then UJVNL shall pay 100% of the disputed amount forthwith and refer the dispute for arbitration as provided in this agreement. The amount of excess/ shortfall with respect to the said disputed amount on final award of arbitration shall be paid/ adjusted but in case of excess, the adjustment shall be made with interest at rate 1.25% per month from the date on which the amount in dispute was refundable by the Solar Photovoltaic Power Plant to UJVNL.
- 5.8 PAYMENT SECURITY MECHANISM (Letter of Credit):
Payment of bills for supply of power from the Solar Photovoltaic Power Plant shall be made by the UJVNL through irrevocable revolving Letters of Credit (LC) established in favour of Solar Photovoltaic Power Plant with a public sector scheduled bank at least one month prior to the commencement of power supply from the Station.

6. PARALLEL OPERATIONS

- 6.1 After receiving the request from the Solar Photovoltaic Power Plant, in writing, the Distribution Licensee shall allow the Solar Photovoltaic Power Plant to interconnect and operate its Generating Plant in parallel with its distribution network, subject to fulfillment of terms and conditions of this agreement, by the Solar Photovoltaic Power Plant.
- 6.2 The Solar Photovoltaic Power Plant shall be allowed connectivity at 33 kV with the system of the Distribution Licensee through an independent feeder at the interconnection point or with the incoming feeder of the Distribution Licensee, as the case may be, subject to fulfillment of the terms and conditions and protection scheme by the Solar Photovoltaic Power Plant, as approved by Distribution Licensee. The final approval shall be obtained from the Distribution Licensee before charging the line.
- 6.3 The Solar Photovoltaic Power Plant shall also obtain necessary clearance from the Electrical Inspectorate and other department necessary for interconnecting with the system of Distribution Licensee.
- 6.4 The Solar Photovoltaic Power Plant shall operate and maintain the interconnection and parallel operation facility in accordance with accepted good engineering practices in the electricity industry, relevant technical standards and specifications.

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

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

8. INTERCONNECTION FACILITIES

- 8.1 Interconnection Facilities means all the facilities which shall include existing 33/11 kV Grid connecting Sub-Station, HEP, Uttarakhand owned, maintained and operated by UJVNL without limitations, switching equipment, communication, protection, control, meters and metering devices etc, for the incoming bay(s) for the Project Line(s) to be installed and maintained by Solar Photovoltaic Power Plant/UJVNL at the cost to be borne by the Solar Photovoltaic Power Plant, to enable the evacuation of electrical output from the project in accordance with the Agreement. Interconnection facility is subject to the feasibility of the connection at the respective Sub-Station provided by Executive Engineer, Concerned Division.
- 8.2 Power from the Solar Photovoltaic Power Plant shall be transmitted at 33 kV Voltage and to the 33/11 kV Grid connecting Sub-Station, ... HEP, ..., District- Dehradun, Uttarakhand owned, maintained and operated by UJVNL.
- 8.3 The cost of laying the transmission line up-to the 33/11 kV Grid connecting Sub-Station, ... HEP,, District- Dehradun, Uttarakhand owned, maintained and operated by UJVNL/UPCL, the required bay, terminal equipments and associated synchronization equipments etc. shall be borne as per clause 39 (2) of UERC Regulation 2013 by the Solar Photovoltaic Power Plant.
- 8.4 Technical standards for construction of electrical lines and connectivity with the grid shall be as per clause 39 (1) of UERC Regulation 2013.

- 8.5 Maintenance of terminal equipments at the generating end and the dedicated transmission line owned by such generating station and maintenance of the terminal equipment(s) at the 33/11 kV Grid connecting Sub-Station, HEP,, District- Dehradun,Uttarakhand shall be as per clause 40 of UERC Regulation 2013.
- 8.6 Any work to be done by the Solar Photovoltaic Power Plant shall be taken up only with a specific approval and on the basis of approved drawings and specifications from UPCL/UJVNL and in compliance with the safety requirements as per the SGC. On the completion of work, final approval shall be obtained from UPCL/UJVNL before charging the line. The Solar Photovoltaic Power Plant shall obtain all statutory clearances/approvals required for this purpose.
- 8.7 The Solar Photovoltaic Power Plant shall consult UJVNL on the scheme of protection of the interconnecting line(s) and the facilities at both ends and accordingly provide the equipment at both ends. The protection system, installed by the Solar Photovoltaic Power Plant, shall be tested by UPCL/UJVNL.
- 8.8 Without limiting the foregoing, the Solar Photovoltaic Power Plant and UJVNL shall, operate and maintain the interconnection and parallel operation facility in accordance with accepted good engineering practices in the electricity industry and the SGC as amended from time to time and directions of Director Electrical Safety (GOU) and Safety requirements as specified by the Authority under section 53 of the Indian Electricity Act, 2003.
- 8.9 The interconnection facilities, to be provided by the Solar Photovoltaic Power Plant are set forth in Annexure IV attached hereto and made a part hereof.

9. PROTECTIVE EQUIPMENT & INTERLOCKING

- 9.1 The Solar Photovoltaic Power Plant shall install, at its own cost, interconnection facilities that include necessary protective equipments and interlocking devices, which shall be so coordinated that any malfunctioning or abnormality in the Solar Photovoltaic Power Plants or in the bus of the Solar Photovoltaic Power Plant shall not adversely reflect on or affect UJVNL's/UPCL's grid system. In event of any malfunctioning or abnormality, the system shall be designed to ensure that the Solar Photovoltaic Power Plant's breaker trips first to protect the equipment. Prior to adopting it the Solar Photovoltaic Power Plant shall obtain approval of UPCL/UJVNL for the protection logic of the Solar Power Developer system and the synchronization scheme.

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

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

account of errors or defects in the design, procurement, installation, testing, maintenance and operation of the system.

11. ARRANGEMENTS AT THE POINT OF SUPPLY

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

12. SYNCHRONISATION

- 12.1 The Solar Photovoltaic Power Plant shall give at least sixty (60) days advance written notice of the date on which it intends to synchronize a unit of the plant with the grid system, to the Executive Engineer(Solar) of UJVNL. The authorized representative of the Solar Photovoltaic Power Plant and the Executive Engineer(Solar) of UJVNL shall inspect the unit which the Solar Photovoltaic Power Plant intends to synchronize to the Grid System within Seven days after being notified in writing by the Solar Photovoltaic Power Plant about the readiness of the unit for the synchronization with the grid.
- 12.2 The Solar Photovoltaic Power Plant shall synchronize its power generating set in consultation with the Executive Engineer, (M&G), HEP,, District-Dehradun, Uttarakhand, In charge of 33/11 kV Grid connecting Sub-Station, HEP,, District- Dehradun, Uttarakhand of UJVNL and as per provisions of the SGC as amended from time to time.
- 12.3 UJVNL shall not be responsible for the damage, if any, caused to the plant and equipment of the Solar Power Developer due to failure of the synchronizing or the protective system provided by the Solar Photovoltaic Power Plant.

13. LIASON WITH & ASSISTANCE FROM UJVNL

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

14. METERING

- 14.1 The Solar Photovoltaic Power Plant shall supply two identical sets of IAMR AND MRI compliant meters, having data recording memory of at least 45 days, with the facility for downloading data to measure the quantity and time details of the Power exported from and imported by the Solar Photovoltaic Power Plant, conforming to the specifications approved by UPCL, along with all necessary associated equipments. These meters shall be installed and maintained by UPCL. These meters shall be installed at the interconnection

- point. One set of export/import meters shall be termed as Bill Meter and other set will serve as the Check Meter. The complete metering system consisting of meters, Current Transformers & Potential Transformers shall conform to the technical standards, accuracy and calibration requirements of the Indian Electricity Rules and the specifications of the Bureau of Indian Standard and CEA (Installation & Operation of Meters) Regulation, 2006 or its subsequent amendment thereof.
- 14.2 The Solar Photovoltaic Power Plant shall bear the cost of installing new/additional meter/metering system.
 - 14.3 The joint meter readings shall be recorded in the format given in Annexure V & VI.
 - 14.4 The Meter/Metering system shall be properly sealed and made pilfer proof, to the satisfaction of both parties conforming to the guidelines of CEA for installation of meters.
 - 14.5 UPCL shall, test all the metering equipment for accuracy, in the presence of a representative of UJVNL/ Solar Photovoltaic Power Plant, if the UJVNL/Solar Photovoltaic Power Plant so elects, at least once every year while the agreement is in force, either party may, however, elect to get the meters tested at any time they so desire, at their own cost, in the presence of the other parties.
 - 14.6 UPCL's designated representative and the representative of the UJVNL shall jointly certify the meter test results. After every testing all metering equipment and the Metering system shall be securely sealed jointly by the representatives of UPCL and the UJVNL.
 - 14.7 The reading and testing of meters and associated equipment shall be in accordance with accepted good engineering practices in the electricity industry.
 - 14.8 Calibration, inspection and testing of meters and the associated equipment shall be the responsibility of UJVNL, who shall bear the related costs.
 - 14.9 Meter readings shall be taken jointly by parties as indicated below:-
 - I. UJVNL Side- Executive Engineer, (M&G),HEP,, District-Dehradun,Uttarakhand.
 - II. Solar Photovoltaic Power Plant side - Authorized representative of the Solar Photovoltaic Power Plant.
 - 14.10 The reading/MRI report of the Bill Meter shall form the basis for the energy account, provided that the magnitude (i.e. absolute value) of the difference between the Check and Bill Meter reading is within 0.40 % (point four percent) of the Bill Meter reading.
 - 14.11 If in any month the consumption of the Bill Meter and Check Meter are found to be doubtful or beyond the permissible 0.40 % (point four percent) deviation indicated above, both sets of meters shall be checked and calibrated in the presence of authorized representatives of both the parties. Corrections shall be made, if required, on the basis of the error detected during this process, in the Monthly Bill for the period between the previous meter readings and the date and time from which accurate readings become available through replacement or re-calibration. These corrections shall be full and final for the Bill of that month.
 - 14.12 During the period of checking and calibration of both meters simultaneously, another export and import meter duly calibrated and supplied by Solar Photovoltaic Power Plant would be installed by UPCL. For this purpose, one spare set of meters of relevant standards as per 14.1 clause

would be required to make available with the Solar Photovoltaic Power Plant at all times.

- 14.13 If the Bill Meter is found to be defective, and the Check meter is found to be accurate then the reading from the later shall be used for billing purpose and the Bill meter would be re-calibrated and re-installed or replaced by UPCL duly tested and calibrated meters, as necessary. Where error in the Check Meter is indicated beyond permissible limit but there is no error in the Bill Meter, Monthly energy account would be prepared on the basis of the Bill Meter reading and the Check Meter shall be immediately re-calibrated and re-installed or replaced as necessary. If both meters are found to be defective, then the Bill will be revised on the basis of the inaccuracy discovered in the testing. The M.R.I. document from the meters shall be considered as authentic document for verification.
- 14.14 Metering at generating terminal of each unit of the Solar Photovoltaic Power Plant shall be ensured as per the guidelines of the CEA.

15. ACCEPTANCE AND APPROVAL OF UJVNL

UJVNL's acceptance or approval for equipment, additions or changes to equipment, and their operational setting etc., would be required. Such acceptance/approval shall not be unreasonably withheld and shall be based on UJVNL's existing policies and practices.

16. DEEMED GENERATION:

“As per Uttarakhand Electricity Regulatory Commission (Tariff and Other Terms for Supply of Electricity from Renewable Energy Sources and non-fossil fuel based Co-generating Stations) Regulations, 2013 as amended from time to time.”

17. CONTINUITY OF SERVICE

- 17.1 The supply of electricity by the Solar Photovoltaic Power Plant shall be governed by instructions from the State load dispatch centre, as per the provisions of the SGC as amended from time to time. However, UJVNL/UPCL may require the Solar Photovoltaic Power Plant to temporarily curtail or interrupt deliveries of power only when necessary in the following circumstances:-
- a.** Repair and/or Replacement and/or Removal of UJVNL's/UPCL's equipment or any part of its system that is associated with the Solar Photovoltaic Power Plant's facility; and/or
 - b.** Endangerment of Safety: If UJVNL/UPCL determines that the continued operation of the facility may endanger the safety of UJVNL's personnel or integrity of UJVNL's/UPCL's electric system, or have an adverse effect on the provision of electricity to UJVNL's/UPCL's other consumers/customers; and/or
 - c.** Force Majeure Conditions as defined in para 26 below
- 17.2 Before disconnecting the Solar Photovoltaic Power Plant from UJVNL's/UPCL's system, UJVNL/UPCL shall, except in the case of an emergent situation, give advance intimation to the Solar Photovoltaic Power Plant through telephone/wireless or through other means of communication along with reasons for disconnection, and the likely period of the disconnection. However, subsequent to disconnection, UJVNL/UPCL shall immediately notify the Solar Photovoltaic Power Plant by telephone and confirm in writing the reasons for,

and the likely period of, disconnection. During the period so notified UJVNL/UPCL shall not be obligated to accept or pay for any power from the Solar Photovoltaic Power Plant.

- 17.3 In any such event as described above, UJVNL/UPCL shall take all reasonable steps to minimize the frequency and duration of such interruptions, curtailments, or reductions.
- 17.4 UJVNL/UPCL shall avoid scheduling any event described in 17.1 above, to the extent reasonably practical, during the Solar Photovoltaic Power Plant's operations. Where the scheduling of such an event during the Solar Photovoltaic Power Plant's operations cannot be avoided, UJVNL shall provide the Solar Photovoltaic Power Plant with fifteen days advance notice in writing to enable the Solar Photovoltaic Power Plant to cease delivery of Power to UJVNL at the scheduled time.
- 17.5 In order to allow the Solar Photovoltaic Power Plant's facility to remain on-line and to minimize interruptions to Solar Photovoltaic Power Plant operations, the Solar Power Developer may provide automatic equipment that will isolate the Solar Photovoltaic Power Plant's facility from UJVNL/UPCL system during major system disturbances.

18. DAILY/MONTHLY/ANNUAL REPORT

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

19. CLEARANCES, PERMITS AND LICENSES

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

20. DURATION

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

21. EVENTS OF DEFAULT AND TERMINATION

- 21.1 The occurrence of any of the following events at any time during the term of this agreement shall constitute a default by the Solar Photovoltaic Power Plant
 - a. Failure on the part of the Solar Photovoltaic Power Plant to use reasonable diligence in operating, maintaining, or repairing the Solar Photovoltaic Power Plant's facility, such that the safety of

- persons and property, UJVNL's equipment, or UJVNL's service to others is adversely affected; or
- b. Failure or refusal by the Solar Photovoltaic Power Plant to perform its material obligations under this agreement; or
 - c. Abandonment of its interconnection facilities by the Solar Photovoltaic Power Plant or the discontinuance by the Solar Photovoltaic Power Plant of services covered under this agreement, unless such discontinuance is caused by force majeure, or an event of default by UJVNL, or
 - d. Failure by the Solar Photovoltaic Power Plant to abide by all statutory provisions, rules, regulations, directions and conditions for installation, operation, and supply of power and maintenance of units etc., enforced from time to time by the Union/State Government, UERC or other empowered authorities, including compliance with the SGC, or
 - e. Failure by the Solar Photovoltaic Power Plant to pay UJVNL any amount payable and due under this agreement within Sixty (60) working days of the demand being raised.
- 21.2 The occurrence of any of the following at any time during the term of this agreement shall constitute a default by UJVNL: -
- a. Failure to pay to the Solar Power Developer any amount payable and due under this agreement within Seventy Five (75) working days of the receipt of the complete monthly purchase bill as defined in para 5 of this agreement; or
 - b. Failure to use reasonable diligence in operating, maintaining; or repairing UJVNL's 33/11 kV Grid connecting Sub-Station, HEP,, District- Dehradun, Uttarakhand, such that the safety of persons or property in general, or the Solar Photovoltaic Power Plant's equipment or personnel are adversely affected; or
 - c. Failure or refusal by UJVNL to perform its material obligations under this agreement; or
 - d. Abandonment of its interconnection facilities by UJVNL or the discontinuance by UJVNL of services covered under this agreement, unless such discontinuance is caused by force majeure or an event of default by the Solar Photovoltaic Power Plant.
 - e. Except for failure to make any payment due, within Seventy Five (75) working days of receipt of the monthly purchase bill, if an event of default by including nonpayment of bills either party extends beyond a period of Seventy Five (75) working days after receipt of written notice of such event of default from the non-defaulting party, then the non-defaulting party may, at its option, terminate this agreement by delivering written notice of such termination to the party in default.
- 21.3 Failure by either UJVNL or the Solar Photovoltaic Power Plant to exercise any of its rights under this agreement shall not constitute a waiver of such rights. Neither party shall be deemed to have waived the performance of any obligation by the other party under this agreement, unless such a waiver has specifically been made in writing and approved by the UERC.
- 21.4 UJVNL reserves the right to terminate this agreement upon one months notice to the Solar Photovoltaic Power Plant, if the Solar Photovoltaic Power Plant's facility fails to commence production of electric power within three months from the planned commercial operation date mentioned in Annexure 1.

22. COMMUNICATION

In order to have effective co-ordination between UJVNL and the Solar Photovoltaic Power Plant, a designated official shall be kept on duty round the clock by the Solar Photovoltaic Power Plant and UJVNL in their respective premises, with information to each other about the name, location, telephone number etc., of the official. Without prejudice to discharge of their rightful duties by others, this duty official shall take necessary action on receiving information about developments from the other party. The Solar Photovoltaic Power Plant shall provide reliable and effective communication through wireless/hotline etc., between the Solar Photovoltaic Power Plant & the interconnecting substation of UJVNL and between the Solar Photovoltaic Power Plant and the SLDC. The Solar Photovoltaic Power Plant shall make provision for an RTU for remote monitoring of voltage, current and other related electrical parameters, as may be required by the UJVNL and also for AMR facility.

23. DISPUTES AND ARBITRATION

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

- a. Executive Engineer(Solar), "Ujjwal" Maharani Bagh, GMS Road, Dehradun on behalf of UJVNL, and the authorized representative of the Solar Photovoltaic Power Plant would be empowered to indicate explicitly the nature and material particulars of the dispute/ dissatisfaction and the relief sought and serve notice thereof on the other, with copy to the UJVNL's Dy.General Manager, HGC.....,District- Dehradun under whose jurisdiction the Solar Photovoltaic Power Plant is located.
- b. On receiving such information, the UJVNL's Dy.General Manager, HGC,,District- Dehradun of UJVNL in which Solar Photovoltaic Power Plant is located, shall be required to personally meet the authorized representative of the Solar Photovoltaic Power Plant and the Executive Engineer(Solar), UJVNL at his own office, separately and/or together, within 15 (Fifteen) days of the date of receipt of such notice, and attempt in good faith to resolve the dispute to the mutual satisfaction of the two parties, within the stipulations dictated by the letter and spirit of the agreement.
- c. If the dispute is not resolved by way of a settlement being arrived at and duly signed by each of the above officers within Forty Five (45) days of the date of receipt of the notice described in clause (a) above, the matter may be referred by either or both the above designated officers of the two parties to the UJVNL's General Manager (Yamuna Valley), Vidyut Bhawan Dakpathar, Dehradun with information to the Chief Executive of the Solar Photovoltaic Power Plant. Within 15 days of receipt of such notice, the General Manager (Yamuna Valley), Vidyut Bhawan Dakpathar, Dehradun and the Chief Executive of the Solar Power Developer would be required to meet at the formers office and endeavor to settle the dispute within a further period of (45) Forty Five days i.e. within a total period of 60 (Sixty) days from the initial date of receipt of the notice by the UJVNL's Dy.General Manager, HGC, ...,District- Dehradun.
- d. If the said dispute / dissatisfaction remains unresolved, either party can file a petition before UERC, whose decision will be final and binding on

both the parties. UERC shall be empowered to determine the exact nature and modalities of the procedure to be adopted in resolving the matter.

24. INDEMNIFICATION

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

25. ASSIGNMENT

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

26. FORCE MAJEURE

- 26.1 If any party hereto is wholly or partially prevented from performing any of its obligations under this agreement by reason of or due to lightning, earthquake, riots, fire, floods, invasion, insurrection, rebellion, mutiny, tidal wave, civil unrest, epidemics, explosion, the order of any court, judge or civil authority, change in State or National law, war, any act of God or a public enemy, or any other similar or dissimilar cause reasonably beyond its exclusive control and not attributable to its neglect, then in any such event, such party shall be excused from whatever performance is prevented by such event, to the extent so prevented, and such party shall not be liable for any damage, sanction or loss for not performing such obligations.
- 26.2 The party invoking this clause shall satisfy the other party of the occurrence of such an event and give written notice explaining the circumstances, within seven days to the other party and take all possible steps to revert to normal conditions at the earliest.

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

27. AUTHORITY TO EXECUTE

Each respective party represents and warrants as follows:

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

28. LIABILITY AND DEDICATION

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

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

29. NODAL AGENCY OF UJVNL

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

30. AMENDMENTS

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

31. BINDING EFFECT

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

32. NOTICES

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

UJVNL:
Executive Engineer(Solar),
UJVN Limited,
"Ujjwal" Maharani Bagh, GMS Road,
Dehradun -248006,
Uttarakhand.

SOLAR PHOTOVOLTAIC POWER PLANT:
M/s [Solar Power Developer Name and address]

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

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

33. EFFECT OF SECTION AND ANNEXURE HEADINGS

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

34. NON-WAIVER

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

35. RELATIONSHIP OF THE PARTIES

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

36. ENTIRE AGREEMENT

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

37. GOVERNING LAW

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

38. NO PARTY DEEMED DRAFTER

The parties agree that no party shall be deemed to be the drafter of this Agreement and that in the event this Agreement is ever construed by arbitrators or by a court of law, no inference shall be drawn against either party on account of this Agreement or any provision hereof being drafted by them. UJVNL and the Solar

Photovoltaic Power Plant acknowledge that both parties have contributed substantially and materially to the preparation of this agreement.

39. APPROVALS

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

40. ANNEXURES

ANNEXURES I to VIII WOULD FORM PART OF THIS AGREEMENT.

41. STANDARD FOR DECISION MAKING

41.1 All operational decisions or approvals that are to be made at the discretion of either UJVNL or the Solar Photovoltaic Power Plant, pursuant to the terms of this agreement, including specifications and design criteria etc., shall be made or performed according to good engineering practices prevailing in the electricity industry.

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

IN WITNESS:

WHEREOF, UJVNL and the Solar Power Developer have executed this agreement as of the ... day ofin the year

FOR THE SOLAR PHOTOVOLTAIC POWER PLANT:

FOR UJVNL:

Name:
Designation:
[[Solar Power Developer Name and address]

Name:
Designation: Executive
Engineer(Solar)
UJVNL Ltd.
"Ujjwal" Maharani Bagh,GMS
Road,
Dehradun-248006,
Uttarakhand.

WITNESSED BY:

WITNESSED BY:

SOLAR PHOTOVOLTAIC POWER PLANT'S GENERATION FACILITIES

1. SOLAR PHOTOVOLTAIC POWER PLANT:

NAME :
LOCATION : Dist-, Dehradun.
CHIEF EXECUTIVE :
CONTACT PERSON :
MAILING ADDRESS :
TELEPHONE NUMBER :
FAX NUMBER :
EMERGENCY :
TELEPHONE NUMBER

2. GENERATING EQUIPMENT:

COMMERCIAL OPERATION DATE:

3. STIPULATIONS RELATING TO THE FACILITIES:

- 3.1 For the purpose of this agreement the Solar Photovoltaic Power Plant's facility includes all controlled, operated or managed by the Solar Power Developer in connection with or to facilitate generation, transmission, delivery, or furnishing of electricity or required to interconnect and deliver the electricity to UJVNL's system.
(Explanation: A single-line diagram relay list and trip Scheme of the Solar Photovoltaic Power Plant's facility, reviewed and accepted by UJVNL at the time the Agreement is signed, shall be attached to this agreement and made part hereof. The single-line diagram, relay list, and trip scheme shall expressly identify the point of electrical interconnection of the Solar Photovoltaic Power Plant's facility to UJVNL system. Material changes or additions to the Solar Photovoltaic Power Plant's generating and interconnection facilities reflected in the single-line diagram relay list, and trip scheme shall be approved by UJVNL.
- 3.2 The Solar Photovoltaic Power Plant shall furnish, install, operate and maintain facilities such as breakers, relays, switches, synchronizing equipment, monitoring equipment, and control and protective devices as suitable for parallel operation with UJVNL's system and acceptable to UJVNL. Such facilities shall be accessible to authorized UJVNL personnel for inspection, with prior intimation to the Solar Photovoltaic Power Plant
- 3.3 The Solar Photovoltaic Power Plant shall furnish, in accordance with UJVNL's requirements, all conductors, service switches, fuses, meter sockets, meter and instrument transformer housings and mountings, switches, meter buses, meter panels, and similar devices required for the service connection and meter installation at UJVNL/ Solar Photovoltaic

Power premises. This equipment shall be installed and Commissioned by UPCL.

- 3.4 UPCL/UJVNL shall review and approve the design drawings and Bill of Material for the Solar Photovoltaic Power Plant's electrical equipment, required to interconnect with UJVNL's system. The type of electrical equipment, the type of protective relaying equipment and the settings affecting the reliability and safety of operation of UJVNL and the Solar Photovoltaic Power Plant's interconnected system shall be approved by UJVNL. UJVNL at its option, may request review of operation of the control, synchronizing, and protection schemes
- 3.5 The Solar Photovoltaic Power Plant shall provide a manual isolating device, which provides a visible break to separate the Solar Photovoltaic Power Plant's facilities from UJVNL's system. Such a disconnecting device shall be lockable in the OPEN position and be readily accessible to UJVNL personnel at all times.

4. Operating Procedures:

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

1.0 Sale and Accounting for Power

1. In case the Solar Photovoltaic Power Plant is not a consumer of UJVNL, protective gear at UJVNL's Substation would be designed to ensure that reverse flow of power from UJVNL's system to the Solar Power Developer is totally blocked out and the circuit breaker at the Substation gets opened automatically when required. However, notwithstanding this provision, if any export to the Solar Power Developer takes place, it would be paid for by the Solar Power Developer in accordance with the terms of this agreement.
2. On the first day of the Energy Account Month, the Solar Photovoltaic Power Plant shall provide information in writing or Generation Schedule to SLDC and UJVNL when ABT is implemented in the state about the quantity of Power to be wheeled by way of purchase or sale or banking, as the case may be, during the month.
3. UJVNL will purchase Electricity in accordance with provisions of the Regulations of UERC and other statutory authorities, and requirements of the state load dispatch centre.
4. Power accounting and Billing would be done on the basis of the section titled "Metering" in the main agreement (Clause No. 14.0)
5. Energy accounting for supply of electricity by UJVNL to the Generating Company shall be as per Regulation 45 of the Uttarakhand Electricity Regulatory Commission as provided in Uttarakhand Electricity Regulatory Commission (Tariff and other terms for supply of Electricity from Renewable Energy Sources and non-fossil fuel based co-generating stations) Regulations, 2013.

ANNEXURE- III

INVOICE	
For the Month of.....	
Monthly Purchase Bill No:-	Dated-

Name of the Buyer: UJVNL
 Address : "Ujjwal" Maharani Bagh,
 GMS Road
 Town Dehradun
 District: Dehradun
 PIN Code 248006
 Tel.....Fax.....

Name of the Generating Company:

Tel.....Fax.....

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Energy supplied (MWH) Energy for payment (MWH) OTHER CHARGES			
Less:			
Add:			
SUBTOTAL			
TOTAL DUE			

Encl : Joint Meter Reading statement duly verified by UPCL /UJVNL representative .

Authorized Representative

Solar Photovoltaic Power Plant

[Solar Power Developer Name]

Verified by:

Authorized
Representative

UPCL/UJVNL

INTERCONNECTION FACILITIES PROVIDED BY THE GENERATING. COMPANY

LINE BAY/S

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

SYNCHRONISATION & PROTECTION FACILITIES:

ITEMS	PROVIDED	NOT PROVIDED
Automation Voltage Regulator	Provided	
Auto Synchronization Unit	Provided	
Check Synchronization Relay	Manual	
	Provided	
	Provided	

PROTECTION FOR INTERNAL FAULTS

ITEMS	PROVIDED	NOT PROVIDED
Differential Solar Power Developer	Provided	
Differential Unit Transformer	Provided	
Restricted Earth Fault	Provided	
Stator Earth Fault	Provided	
Rotor Earth Fault	Provided	
Inter turn Fault	Provided	
Over Voltage	Provided	
Loss of Excitation	Provided	
Under Voltage	Provided	
Reverse Power	Provided	
Low Forward Power Relay	Provided	

PROTECTION AGAINST GRID FAULTS

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

PROTECTION AGAINST GRID DISTURBANCES

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

BILL METER READINGS OF SOLAR PHOTOVOLTAIC POWER PLANT

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

Name of the Solar Photovoltaic Power Plant and Facility:

Place: Taluka: District: State: Uttarakhand

Meter No. :
C.T. Ratio Available /Connected:
P.T. Ratio Available /Connected:
Scale Factor (If any):- .
Multiplying Factor (MF):
Billing Meter Make / Number:

Meter Readings:

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

Authorized Representative
UPCL/UJVNL
[Developer Name]

Authorized Representative
Solar Photovoltaic Power Plant

Date:

Notes:

1. The Solar Photovoltaic Power Plant shall maintain a daily log- book to record hourly reading of the Bill meter and same shall be provided to UJVNL’s representative..
2. The Solar Photovoltaic Power Plant shall maintain a daily log to record the hourly generation and supply in MWh along with the schedule given by the Load Dispatch Centre..
3. If the meter is changed, the reason/s, date, time of meter change and new meter make and number must be recorded by both parties.
4. MRI Document of the Bill Meter shall be taken at the time of the Joint Meter Reading.

ANNEXURE- VI

CHECK METER READING OF SOLAR PHOTOVOLTAIC POWER PLANT

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

Name of the Solar Power Developer and Facility:-

Place: Khodri, HEP Taluka: District: State:

Meter No.
C.T. Ratio Available /Connected:
P.T. Ratio Available /Connected:
Scale Factor (If any):
Multiplying Factor (MF):
Billing Meter Make/Number:

Meter Readings:

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

Authorized Representative
UPCL/UJVNL
[Solar Power Developer Name]
Date:

Authorized Representative
Solar Photovoltaic Power Plant

Notes:

1. The Solar Photovoltaic Power Plant shall maintain a daily log- book to record hourly reading of the Bill meter and same shall be provided to UJVNL’s representative..
2. The Solar Photovoltaic Power Plant shall maintain a daily log to record the hourly generation and supply in MWh along with the schedule given by the Load Dispatch Centre..
3. If the meter is changed, the reason/s, date, time of meter change and new meter make and number must be recorded by both parties.
4. MRI Document of the Bill Meter shall be taken at the time of the Joint Meter Reading.

ANNEXURE-VII

DAILY GENERATION REPORT

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

Installed Capacity: MW

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

Copy To:-

1. SLDC,
2. Authorised Representative, UJVNL

and address]

Authorised Representative
Solar Photovoltaic Power Plant
[Solar Power Developer Name

ANNEXURE – VIII

MONTHLY TRIPPING REPORT

Name and Address of the Solar Photovoltaic Power Plant:-

Installed Generation Capacity: - MW

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

Date of Synchronizing: Progressive days: Days:

TRIPPING ON FAULT:

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

PLANNED & FORCED OUTAGE:

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

Progressive Days: COMMISSIONING Time Lost: During Month Year SINCE FIRST COMMISSIONING

Authorised Representative
Solar Photovoltaic Power Plant
[Solar Power Developer Name]

Copy to :- 1. State Load Dispatch Centre
2. Authorised Representative, UJVNL

PARAMETERS AND TECHNICAL LIMITS OF SUPPLY

1. Electrical characteristics

Three phase alternating current

Nominal declared frequency: 50.0 Hz Final

Voltage at Delivery Point: 11 kV

Short circuit rating: Shall conform to minimum protection requirement of Grid CoDe. The Power Producer shall calculate the short circuit rating (minimum and maximum), and furnish this information to the UJVNL/UPCL).

Note: The tolerances & electrical characteristics variations will be as per RVPN Performance Standards. The electrical clearances will be as per relevant standard.

2. Quality of Service

The Power Producer shall be responsible for the delivery of energy conforming UJVN Performance Standards as approved by UERC.

3. Power Factor

Generator shall have a power factor rating of 0.95 to 1.00 lagging. The Power Producer shall also maintain average monthly power factor of not less than 0.95 to 1.00 lagging at the point of inter-connection. However, under over voltage conditions, power factor will be suitably regulated by switching off the capacitors if any, at the SOLAR POWER PROJECT. The Power Producer shall provide suitable protection devices, so that the Electric Generators could be isolated automatically when grid supply fails. However in the event of not maintaining prescribed level of power factor, UJVNL/UPCL reserve the right to disconnect the power plant from the grid. Power Producer shall comply with Connectivity criteria like short-circuit level (for switchgear), neutral Grounding, fault clearance time, current unbalance (including negative and zero sequence currents), and limits of harmonics, voltage variation, frequency variation etc. as per requirement of Grid Code. The Power Producer shall observe the provisions of the Grid Code, including scheduling and dispatch procedure as per System Operation & Load Dispatch Code.