

1.5.3.2. OREDA shall confirm that all the requirements have been provided in the Technical Bid in all respect. If any of the documents or information is missing, the Bid shall be liable for rejection.

#### **1.5.4. Responsiveness of Technical Bid**

1.5.4.1. OREDA's determination of a Technical Bid's responsiveness shall be strictly based on the contents of the Technical Bid, as mentioned in ITB Clause 1.3.3.2 and ITB Clause 1.3.3.3.

1.5.4.2. If a Bid is not responsive to the requirements of the RFP, it shall be liable for rejection by OREDA and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

#### **1.5.5. Qualification of the Bidder**

1.5.5.1. OREDA shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying requirements specified in Section 4 (QR).

1.5.5.2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 1.3.3.

1.5.5.3. An affirmative determination shall be a pre-requisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result in the disqualification of the Bid.

#### **1.5.6. Price Bid (online) opening:**

1.5.6.1. The Price Bids shall be opened online after the complete evaluation of the Technical Bids by OREDA. OREDA shall open the online Price Bids on the E-procurement Website as per the timelines mentioned in the NIT or any Corrigendum.

1.5.6.2. OREDA shall conduct the opening of the Price Bids for all Bidders who are responsive in their Technical Bids after the evaluation being conducted by OREDA pursuant to the above Clauses mentioned under ITB Clause 1.5.

#### **1.5.7. E-Reverse Auction on VGF (ceiling limit of 1 Cr INR per MW):**

1.5.7.1. All valid Bids received for VGF will be arranged in the order of their quoted VGF. The first ten (10) Bidders (L1 – L10) will be shortlisted and given intimation for participating in the E-Reverse Auction for further lowering their quoted VGF. In case multiple Bidders quote the same VGF in their Price Bid, then the Bidders submitting their Bid earlier in terms of the timestamp recorded in the E-Procurement Website shall be given preference in terms of ranking all the Bidders from one (1) to ten (10). In case the timestamp for submission are the same for multiple Bidders, then draw of lots shall be made to keep the total list of Bidders participating in the E-Reverse Auction to a maximum of ten (10).

1.5.7.2. The Bidders including its Parent, Affiliate or Ultimate Parent or any Group company shall submit single Bid submitting a single Price Bid. The VGF, with a ceiling limit of 1 Crore INR per MW) in the Price Bid shall be quoted up to two (2) places of decimal only. If it is quoted with more than two (2) digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the VGF is 0.857 Crore INR per MW, then it shall be considered as 0.85 Crore INR per MW).

1.5.7.3. The Bid evaluation will be carried out based on the VGF quoted by the Bidders. The VGF shall be maximum 1 Crore INR per MW. Those Bids where the VGF quoted is more than 1 Crore INR per MW, shall be summarily rejected. The Bidders who do not require any VGF can quote zero VGF in their Price Bid.

1.5.7.4. The E-Reverse Auction process shall be conducted through the E-procurement Website only on the day to be intimated by OREDA to the Shortlisted Bidders only. The Bidders who are not shortlisted cannot participate in the E-Reverse Auction.

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

a) During the fifteen (15) minutes prior to start of E-Reverse Auction process, the respective VGF of the Bidder shall be displayed on its window.

- b) The minimum decrement value for VGF shall be 0.01 Crore INR per MW. The Bidder can mention its revised discounted VGF, which shall be at least 0.01 Crore INR per MW less than its current VGF.
- c) The Bidders can only quote any value lower than the lowest VGF quoted by any Bidder taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in VGF will not be permissible. Bidders can win by quoting the VGF lower than the lowest VGF quoted by any Bidders.
- d) During E-Reverse Auction, the Bidder shall not have the option of changing the SPP capacity while quoting the VGF during E-Reverse Auction.

1.5.7.6. In the Bidder's bidding window, the following information can be viewed by the Bidder:

- a) The Bidder's VGF as the initial start price and there after last quoted VGF.
- b) The list of all the Bidders with their following details: pseudo identity, last quoted VGF.

1.5.7.7. The initial auction period will be for a period of thirty (30) minutes with a provision of auto extension by eight (8) minutes from the scheduled/extended closing time if any Bidder becomes eligible to the win in the last eight (8) minutes of auction period or extended auction period. If no such valid quote is received during last eight (8) minutes of auction period or extended auction period, then the E-Reverse Auction process will get closed. The Bidder quoting the lowest VGF shall be declared as the Successful Bidder at the closure of the E-Reverse Auction process unless any Bidder quotes zero VGF, that will call for another round of E-Reverse Auction on the ceiling limit of PPA Tariff fixed at 2.77 INR per kWh. It is pertinent to mention that the E-Reverse Auction for PPA Tariff will be conducted in case any Bidder quotes zero VGF at any point of the selection process, maybe during the Price Bid submission or during the E-Reverse Auction.

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

1.5.8.1. All the Bidders shortlisted for E-Reverse Auction for discovery of lowest VGF can participate in the E-Reverse Auction Process, pursuant to the ITB Clause 1.5.7 who wished to reduce their PPA Tariff less than the ceiling limit of PPA Tariff fixed at 2.77 INR per kWh.

1.5.8.2. The Bid evaluation will be carried out based on the PPA Tariff quoted by the Bidders. The PPA Tariff shall be less than 2.77 INR per kWh. Those Bids where the PPA Tariff quoted is more than 2.77 INR per kWh, shall be summarily rejected.

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

- a) The minimum decrement value for PPA Tariff shall be 0.01 INR per kWh. The Bidder can mention its revised discounted PPA Tariff, which shall be at least 0.01 INR per kWh less than its current PPA Tariff.
- b) The Bidders can only quote any value lower than the lowest PPA Tariff quoted by any Bidder taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in PPA Tariff will not be permissible. Bidders can win by quoting the PPA Tariff lower than the lowest PPA Tariff quoted by any Bidders.
- c) During E-Reverse Auction, the Bidder shall not have the option of changing the SPP capacity while quoting the PPA Tariff during E-Reverse Auction.

1.5.8.4. In the Bidder's bidding window, the following information can be viewed by the Bidder:

- a) The Bidder's 2.77 INR per kWh as the initial start price and there after last quoted PPA Tariff.
- b) The list of all the Bidders with their following details: pseudo identity, last quoted PPA Tariff.

1.5.8.5. The initial auction period will be for a period of thirty (30) minutes with a provision of auto extension by eight (8) minutes from the scheduled/extended closing time if any Bidder becomes eligible to the win in the last eight (8) minutes of auction period or extended auction period. If no such valid quote is received during last eight (8) minutes of auction period or extended auction period, then the E-Reverse Auction process will get closed. The Bidder quoting the lowest PPA Tariff shall be declared as the Successful Bidder at the closure of the E-Reverse Auction process.

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

#### **1.5.9. Correction of Arithmetical Errors**

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

- a) 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.
- b) 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.
- c) 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 a) and b) above.

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

#### **1.5.10. OREDA's right to accept any Bid, and to reject any or all Bids**

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

## ***1.6. Signing of Power Purchase Agreement***

#### **1.6.1. Award Criteria**

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

#### **1.6.2. Issue of PPA**

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

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

1.6.2.3. Upon receiving the PPA, the Successful Bidder shall fulfill all other requirements given under the PPA and submit the below mentioned critical documents within a maximum time period of fifteen (15) Days from the date of intimation of PPA and provide its acceptance, without any fail, else such Bids shall be liable for rejection and the Bid Security shall be forfeited.

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

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

### 1.6.3. Performance Security

1.6.3.1. Within fifteen (15) Days of the receipt of the intimation from OREDA as per ITB Clause 1.6.2.1, the Successful Bidder shall furnish the Performance Security as per the format enclosed in Annexure Clause **Error! Reference source not found.**

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

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

## 2. Bid Data Sheet (BDS)

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

### 2.1. Specific provisions of ITB

BDS Clause reference	ITB Clause reference	Detailed Clause						
2.1.1.	ITB Clause 1.1.1.3	<b>Name of the SPP:</b> Development of a 10 MW grid-connected Solar Power SPP (SPP) in Odisha for the solarization of Konark NAC under the High Visibility Solar Applications Scheme of MNRE on "Build-Own-Operate" (B-O-O) basis <b>NIT No.:</b> 3950/OREDA/PD-10/2017 dated 8 <sup>th</sup> Oct 2020 <b>RFP No.:</b> 3950/OREDA/PD-10/2017 dated 8 <sup>th</sup> Oct 2020						
2.1.2.	ITB Clause 1.2.2.2	The pre-bid meeting shall be conducted through an online mode as per the meeting access details give in the NIT or any Corrigendum.						
2.1.3.	ITB Clause 1.3.3.2 and ITB Clause 1.3.3.3	<table border="1"> <thead> <tr> <th>Bid Security</th> <th>Cost of Bid</th> <th>Bid Processing Fee</th> </tr> </thead> <tbody> <tr> <td>10 Lakhs INR per MW</td> <td>25,000 INR + GST</td> <td>5,000 INR + GST</td> </tr> </tbody> </table> <p><b>Note:</b> The Bidder who is exempted to pay the Cost of Bid shall produce the relevant certificates issued by the Government.</p> <p>The Bid Processing Fee shall be made in favour of "KSEDC Limited" payable at "Bengaluru".</p> <p>In case of the Bid Security submitted is in the form of a Bank Guarantee, the expiry date, and claim date are as follows:</p> <ul style="list-style-type: none"> <li>• <b>Expiry date:</b> Nine (9) Months from the original last date of submission of online Technical Bid</li> <li>• <b>Claim date:</b> Twelve (12) Months from the date of expiry</li> </ul>	Bid Security	Cost of Bid	Bid Processing Fee	10 Lakhs INR per MW	25,000 INR + GST	5,000 INR + GST
Bid Security	Cost of Bid	Bid Processing Fee						
10 Lakhs INR per MW	25,000 INR + GST	5,000 INR + GST						
2.1.4.	ITB Clause 1.3.6.1	<b>Bid validity period:</b> Nine (9) Months from the last date of Bid submission.						
2.1.5.	ITB Clause 1.4.1.1	<p><b>Procedure for submission of Bid:</b></p> <ul style="list-style-type: none"> <li>• For participating in the Bid, it is mandatory to procure the Digital Signature Certificate (DSC) of class-III only.</li> <li>• The Bidders are advised to register their user id, password, and company id on the E-procurement Website by clicking on the hyperlink "Register Me" to fill in the online registration form.</li> <li>• The unregistered Bidders are required to pay a registration fee in favour of M/s. KSEDC Limited (Karnataka State Electronics Development Corporation Limited) payable at Bangalore on the E-procurement Website through e-payment mode only as per the instruction given therein.</li> <li>• As soon as the verification is done by the E-procurement Website, the user id will be enabled/ provided.</li> <li>• After viewing the RFP on the E-procurement Website, if the Bidder intends to submit its Bid, the Bidder shall use the user id and password that has been received after registration and use the DSC. The step-by-step instructions are given below: <ul style="list-style-type: none"> <li>- Insert the Public Key Infrastructure (PKI), which consists of the DSC in the system. Ensure that the necessary software of PKI has been installed.</li> <li>- Click/ Double Click to open the Microsoft Internet Explorer</li> <li>- Go to Start &gt; Programs &gt; Internet Explorer. Type the E-procurement Website address "www.tenderwizard.com/OREDA" in the address bar</li> </ul> </li> </ul>						

BDS Clause reference	ITB Clause reference	Detailed Clause
		<p>of Internet Explorer to access the Login Screen.</p> <ul style="list-style-type: none"> <li>- Enter user id and password, click on “Go”.</li> <li>- Click on “Click here to login” to select the DSC and enter the DSC Password. Re-enter the user id and password.</li> <li>- Click “Un Applied” to view/ apply for a new RFP.</li> <li>- Click on the “Request” icon for online requests. After making the request, the Bidder shall pay the requisite Bid Processing Fee (as indicated in the NIT) through e-payment mode only available on the E-procurement Website. The Bidders can download the Bidding Document by following the below steps. <ul style="list-style-type: none"> <li>o Click on the “Show Form” icon.</li> <li>o Bidding Document will appear on the screen.</li> <li>o Click “Click here to download” to download the Bidding Document.</li> </ul> </li> <li>• All the softcopies of the Bid shall be properly scanned and shall be legible and such softcopies shall be either uploaded in .pdf or .jpg or .jpeg format.</li> <li>• Prior to submission, verify whether all the required documents as a part of Technical Bid and Price Bid have been attached and uploaded against the particular Bidding Document or not.</li> <li>• The Price Bid shall be uploaded on the E-procurement Website only in Microsoft .xls or .xlsx format only. By no other means, except online through E-procurement Website, the Price Bid shall be accepted for evaluation of the Bids.</li> <li>• The hardcopies as required to be submitted shall be submitted OREDA’s Office Address as per the timelines mentioned in NIT or any Corrigendum.</li> <li>• Please note down or take a print of the bid control number once it is displayed on the screen.</li> <li>• Bid opening events can be viewed online.</li> <li>• The Bids submitted by one Bidder can be viewed by other Bidders.</li> </ul>
2.1.6.	ITB Clause 1.6.3.3	<p><b>Performance Security:</b></p> <p>The Performance Security for achieving the Scheduled Commercial Operation Date (SCOD) shall be submitted for an amount of 20 Lakhs INR per MW, totaling 200 Lakhs INR in the form of a bank guarantee.</p> <p>The bank guarantee shall be valid for an expiry period of nine (9) Months from the date of signing the PPA. The claim date shall be for a period of twelve (12) Months from the date of expiry.</p> <p>The Bank Guarantee submitted towards the Performance Security may be returned within a maximum period of thirty (30) Days of the expiry date of the BG.</p> <p>The bank guarantee can be extended as per the requirement from OREDA from time to time in the interest of the SPP to achieve Commissioning.</p>



## 3. Scope of Work (SOW)

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

### 3.1. About the SPP

#### 3.1.1. Introduction

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

#### 3.1.2. Objectives

The objectives of implementing this SPP are to:

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

### 3.2. Roles and Responsibilities

#### 3.2.1. Roles and Responsibilities of the SPD

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

- 3.2.1.1. The SPD shall be responsible for the performance of the obligations mentioned in the RFP, any Addendum, any Corrigendum, any Clarification, Power Purchase Agreement, Land Lease Agreement, etc.

- 3.2.1.2. The SPD shall be responsible for the designing, engineering, procuring, supplying, taking insurance, packing and forwarding, loading, transporting, unloading, safekeeping of Equipment, constructing, installing, erecting, testing, commissioning and achieving the SCOD of the SPP. This shall be achieved in accordance with the Applicable Law, Prudent Utility Practices and all the terms and conditions of this Bidding Document consisting of the RFP, any Addendum, any Corrigendum, any Clarification, Power Purchase Agreement, Land Lease Agreement and any amendment thereto.
- 3.2.1.3. The SPD shall deploy a proven solar photovoltaic technology that has been developed anywhere in the World. However, the selection of SPD would be technology agnostic within solar photovoltaic technology and crystalline silicon or thin film or any other such technology, with or without trackers can be installed.
- 3.2.1.4. The Bidder shall ensure the use of solar photovoltaic modules and cells are manufactured and made in India as per specifications and testing requirements fixed by MNRE.
- 3.2.1.5. The SPD shall be responsible for laying off the transmission lines connecting from the SPP to the nearest 132/33 kV OPTCL substation at the Delivery Point along with the associated transmission infrastructure (as per the PPA) for confirming the evacuation of power by the SCOD, and all clearances related thereto.
- 3.2.1.6. The SPD shall be responsible for covering the SPP boundary with a 6 ft precast concrete compound wall along with slabs and column posts at regular intervals. On the top of it, a barbed wire fencing with a height of 1 ft. shall be made.
- 3.2.1.7. The SPD shall be responsible to aesthetically build the gateway of the SPP complex resembling the Mukhasala of Konark Sun Temple. A replica of a Konark Sun Temple wheel with a diameter of 8 ft. that can be situated at the entrance gate of the SPP.
- 3.2.1.8. The SPD shall be responsible to put a notice board (at least 180cm x 120cm) at its SPP Site main entrance prominently displaying the following message before declaration of COD.
- 10 MW grid connected Solar Power Plant for solarization of Konark town, Puri District.
- The Bidder will be responsible for putting up electronic display boards near the APP as well as in 2 – 3 prominent places in Konark town to display the hourly Energy generation that will be finalized at an appropriate time by OREDA post signing of the PPA, grid consumption at 33 kV side of 33/11 kV Konark Discom substation, reduction in CO<sub>2</sub> emission, reduction in overall carbon foot print, etc.
- 3.2.1.9. Time is an essence in achieving the milestones and achieving the SCOD of the SPP.
- 3.2.1.10. The SPD shall be responsible for owning the SPP throughout the Term of PPA.
- 3.2.1.11. The SPD shall be responsible for directly coordinating and dealing with GRIDCO, Government and other authorities in obtaining the Clearances as per the various provisions of the PPA.
- 3.2.1.12. The SPD shall be responsible for land closure, financial closure and development of the SPP through the appointment of EPC and O&M contractor during the PPA Period.
- 3.2.1.13. The SPD shall be the Principal Employer of all the stakeholders directly/ indirectly involved in the SPP.
- 3.2.1.14. The SPD shall be responsible for managing the rights of way related to the SPP and its associated infrastructure whatsoever.
- 3.2.1.15. The SPD shall be responsible for incurring all the costs and expenses including but not limited to all statutory charges, GST etc. related to setting up the SPP.
- 3.2.1.16. The SPD shall be responsible for considering all the costs and expenses and its margin whatsoever to derive the VGF and PPA Tariff requirement for successfully developing and operating the SPP for a long-term period of twenty-five (25) years during the Term as per the PPA. In no case OREDA, GRIDCO, Department of Energy, or any Government shall be responsible for such a quotation of VGF and PPA Tariff by the Bidder.



3.2.1.17. The SPD shall be required to generate a minimum Energy of 14.9796 MU/annum and a maximum Energy of 18.3084 MU/annum, calculated at CUF of (19%±10% of 19%) that will be purchased by GRIDCO as per the provisions mentioned in the PPA. Energy from the SPD beyond CUF of (19%+10% of 19%) for 18.3084 MU/annum, will be purchased at 75% of the applicable PPA Tariff (i.e. less than 25% of the applicable PPA Tariff), as per the provisions of the PPA.

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

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

**Generation compensation in offtake constraints due to Grid unavailability:**

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

<b>Duration of Grid unavailability</b>	<b>Provision for Generation Compensation</b>
Grid unavailability in a Contract Year as defined in the PPA: (only period from 8 am to 6 pm to be counted):	$\text{Generation Loss} = [(\text{Average Energy generation per hour during the Contract Year}) \times (\text{number of hours of grid unavailability during the Contract Year})]$ Where, Average Energy generation per hour during the Contract Year (kWh) = $\frac{\text{Total Energy generation in the Contract Year (kWh)}}{\text{Total hours of Energy generation in the Contract Year (hours)}}$

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

**Offtake constraints due to Backdown:**

The SPD and GRIDCO shall follow the forecasting and scheduling process as per the regulations in this regard by OERC. In the eventuality of backdown, subject to the submission of documentary evidence from the competent authority, the SPG shall be eligible for a minimum generation compensation, from GRIDCO, restricted to the following and there shall be no other claim, directly or indirectly against GRIDCO:

<b>Duration of Backdown</b>	<b>Provision for Generation Compensation</b>
Hours of Backdown during a monthly billing cycle.	$\text{Minimum Energy generation Compensation} = 50\% \text{ of } [(\text{Average Energy generation per hour during the Month}) \times (\text{number of backdown hours during the Month})] \times \text{PPA Tariff}$ Where, Average Energy generation per hour during the month (kWh) = $\frac{\text{Total Energy generation in the Month (kWh)}}{\text{Total hours of Energy generation in the Month (hours)}}$

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

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

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

3.2.2.1. OREDA shall be nodal agency responsible for coordinating between various stakeholders for facilitation.

3.2.2.2. OREDA shall ensure quality being maintained by the SPD based on the review of the Equipment of SPP, site visits and progress review and monitoring activities. In this regard, OREDA will develop a suitable monitoring mechanism, to analyze the progress and performance of the SPP and reserves the right to carry out random checks to verify compliance of quality standards at any point of time with/ without prior notice.

3.2.2.3. OREDA shall be responsible for conducting bidding process, handling VGF funds, review meetings to monitor the progress and managing all aspects of the scheme.

3.2.2.4. GRIDCO shall be responsible for the execution of the Power Purchase Agreement.

3.2.2.5. Department of Energy, Government of Odisha shall be responsible for the execution of the Land Lease Agreement.

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

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

## 3.3. Timelines

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

Activities	Timelines
Issue of intimation letter by OREDA	T0
Execution of formalities as per Clause 1.6.2.3	T1 = T0+fifteen (15) Days
SPD achieving the COD	T2 = T1 + six (6) Months*
O&M Period end date	T3 = T2 + twenty-five (25) Years

T0: start date

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

## 4. Qualification Requirement (QR)

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

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

### 4.1. General Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.1.1.	<p>The Bidder must be a company incorporated in India under The Indian Companies Act, 1956/ 2013, as applicable.</p> <p><b>Note:</b></p> <ul style="list-style-type: none"><li>a) Limited Liability Partnership (LLP), Limited Liability company (LLC), partnership firm, sole proprietor firm are not allowed to participate.</li><li>b) Joint venture and consortium are not allowed.</li></ul>	<p>The Bidder must submit a copy of the certificate of registration as issued by the Ministry of Corporate Affairs.</p> <p>The Bidder must submit Bid Form 12.</p>
4.1.2.	<p>The Bidder must not be debarred/ blacklisted/ defaulted by any Government, agency, Public Sector Undertaking (PSU), institution/ autonomous organizations in the past.</p>	<p>The Bidder shall submit a self-certification by an authorized person duly notarized to this effect.</p> <p>The Bidder must submit Bid Form 9.</p>

## 4.2. Specific Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.2.1.	The Bidder must submit a copy of the declaration for the “ <b>Compliance with the MNRE technical standards</b> ” for the Equipment.	The Bidder must submit Bid Form 8 of Section 7 (Annexure).
4.2.2.	The Bidder must have established high quality, environment management system, and information security standards in place and must have ISO 9001, ISO 14001 and ISO 27001 certifications for the solar photovoltaic modules and inverters.	<p>The Bidder shall declare that it has a copy of the ISO certificate for ISO 9001 and will possess the copy of the ISO 14001 and ISO 27001 certificates in the name of the Original Equipment Manufacturer (OEM), supported by a letter of authorization from the OEM.</p> <p>The Bidder must submit Bid Form 16 of Section 7 (Annexure).</p> <p><b>Note:</b> The documentary evidences shall be submitted as a part of response to the letter of intimation for the Successful Bidder as per ITB Clause 1.6.2.3, and not at the time of bidding.</p>

### 4.3. Technical Qualification Requirement

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

## 4.4. Financial Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.4.1.	<p>The Bidder must have an average annual turnover of not less than 50 Lakhs INR per MW, from the solar business only, in the last three (3) financial years FY17–18, FY18–19 and FY19–20.</p>	<p>The Bidder shall submit a turnover certificate issued by a chartered accountant, as per Bid Form 7 of Section 7 (Annexure).</p> <p>It is important to note that the annual turnover for each financial year shall be the income/ earning/ revenue from the solar business only; and other income (if any) shall not be considered for evaluation.</p>
4.4.2.	<p>The Bidder must have a net worth of at least 1.07 Cr INR per MW, as on the last date of FY19–20.</p> <p>For company, as per the section 2 (57) of The Indian Companies Act, 2013, net worth means the aggregate value of the paid-up share capital and all reserves created out of the profits (securities premium account and debit or credit balance of profit and loss account), after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.</p>	<p>The Bidder shall submit a net worth certificate issued by a chartered accountant, as per Bid Form 7 of Section 7 (Annexure).</p>



# 5. Annexure

## 5.1. Bid Forms – Technical Bid

### 5.1.1. Bid Form 1 (Bid Processing Fee)

#### Bid Processing Fee

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

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

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

### 5.1.2. Bid Form 2 (Cost of Bid)

#### Cost of Bid

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

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

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

### 5.1.3. Bid Form 3 (Bid Security)

#### Bid Security

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

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

We, the undersigned, attaching the copy of the Bid Security submitted in the form of [Demand Draft/ Fixed Deposit Receipt/ Bank Guarantee].

The Demand Draft no. is [insert], dated [DD MMM YYYY] (in case of a demand draft), or

The Fixed Deposit Receipt no. is [insert], dated [DD MMM YYYY]. (in case of an FDR)

The Bank Guarantee no. is [insert], dated [DD MMM YYYY]. (in case of a Bank Guarantee)

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

## **Bid Security (applicable only in case of Bank Guarantee)**

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

Bank Guarantee (BG) no.: [insert BG no.]

Date: [DD MMM YYYY]

To

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

WHEREAS M/s. [insert name of the Bidder] having its registered office at [insert address] (hereinafter called "the Bidder") wish to submit its Bid for the selection of Solar Power Developer (SPD) for the development of a 10 MW grid-connected Solar Power Project (SPP) in Odisha for the solarization of Konark NAC under the High Visibility Solar Applications Scheme of MNRE on Build-Own-Operate (B-O-O) basis with reference to Request For Proposal (RFP) no. [insert RFP No.] dated [DD MMM YYYY].

AND WHEREAS it has been stipulated by OREDA in the said RFP that the Bidder shall furnish OREDA with a Bank Guarantee from a nationalized or scheduled commercial bank for the sum specified therein, as Bid Security for compliance with its obligations in accordance with the Bidding Document.

AND WHEREAS we have agreed to give the Bidder such a Bid Security in the form of this Bank Guarantee. NOW THEREFORE we hereby affirm that we are the guarantors and responsible to OREDA on behalf of the Bidder for an amount up to a total of INR [Amount of the Bank Guarantee in words] ([Indian Rupees in figures]) only and we undertake to pay OREDA upon OREDA's first written demand declaring the Bidder to be in default under the various provisions of the Bidding Document and without cavil or argument, any sum or sums within the limits of the amount of Bank Guarantee, as aforesaid, without OREDA's need to prove or to show grounds or reasons for the demand or the sum specified therein. We hereby waive the necessity of your demanding of the said demand from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Bidding Document to be performed thereunder or any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this Bank Guarantee and we hereby waive notice of any such change, addition or modification.

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 issuing bank.

This Bank Guarantee shall be a primary obligation of the issuing bank and accordingly OREDA shall not be obliged before enforcing this Bank Guarantee to take any action in any court or arbitral proceedings against the 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 OREDA or to exercise, levy or enforce any distress, diligence or other processes against the Bidder.

This Bank Guarantee shall be interpreted in accordance with the laws of India and the courts at Bhubaneswar, Odisha shall have exclusive jurisdiction.

This Bank Guarantee shall be effective only when the Bank Guarantee is issued to the account holder "Orissa Renewable Energy Development Agency" in the bank and branch "Axis Bank Ltd., Mancheswar Branch, Bhubaneswar" having the account no. 918010103435005 IFSC code UTIB0001973.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR [insert] (Indian Rupees [in words]) only and it shall remain with an expiry date up to [DD MMM YYYY, [insert] months]

from the original last date of submission of Bid] with a claim date up to [DD MMM YYYY, 12 months from the date of expiry] and shall be extended from time to time for such period, as may be desired by M/s. [insert the Bidder name] whose behalf this guarantee has been given.

Our branch at [Name and address of the branch] is liable to pay the guaranteed amount depending on the filing of the claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our [Name and address of the branch] branch a written claim or demand and received by us at our [Name and address of the branch] branch, otherwise the bank shall be discharged of all liabilities under this guarantee thereafter.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on [DD MMM YYYY] at [insert location of signing].

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name and address of the Bank and address of the Branch

Power of attorney no.:

WITNESSES

Signature:

Name:

Address:

Signature:

Name:

Address:

Note:

1. This Bank Guarantee format is prepared in line with the Annexure-II of Finance Department Office Memorandum 4939 dated 13 Feb 2012, Govt of Odisha [Ref Para 22(i1)].
2. Please ensure that each page of the Bank Guarantee is duly signed by the authorized signatory of the issuing bank and stamp of the issuing bank is affixed thereon.
3. Please ensure whether the last page is signed with full particulars including two witnesses under the seal of Bank as required in the prescribed format.
4. Please ensure that the date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of the stamp paper under the signature of the stamp vendor. The date of purchase of stamp paper shall be not later than the date of execution of the Bank Guarantee.
5. In case of any overwriting, cutting, etc. on the Bank Guarantee have been properly authenticated under signature and seal of the authorized office of the issuing bank.

#### 5.1.4. Bid Form 4 (Power of Attorney)

##### Power of Attorney

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

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

Date: [DD MMM YYYY]

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

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

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

Email: ceoreda@oredaorissa.com

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

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

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

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

Signature of the executant

Name:

Designation:

Address:

company:

Accepted by



---

Signature of the Authorized Signatory

Name:

Designation:

Address:

company:

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

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

WITNESS

Signature:

Name:

Address:

Signature:

Name:

Address:

Notes:

1. The mode of execution of the power of attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same shall be under the common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by a Board Resolution.
2. The person authorized under this Power of Attorney shall be a person holding the responsible post and designation in the company.
3. The Board Resolution forms a part of the Power of Attorney.

## Board Resolution

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.]

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

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

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

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

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

For [insert name of the Bidder]

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

Name of the Authorized Signatory  
Specimen signature of Authorized Signatory

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

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

#### Covering Letter of Technical Bid

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

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

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

Dear [Sir/ Madam],

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

Whereby undertake the following:

1. We have read all the provision of the Bidding Document and confirm that notwithstanding anything stated elsewhere in our Technical Bid to the contrary, the provisions of the Bidding Document are acceptable to us and we further confirm that we have not taken any deviation to the provision of the RFP anywhere in our Bid. Acceptance of the above attribute shall be considered as our confirmation that any deviation, variation or additional condition, etc. or any mention, contrary to the provisions of Bidding Document found anywhere in our Technical Bid implicit or explicit shall stand unconditionally withdrawn, without any cost implication whatsoever to OREDA.
2. We further declare that any additional conditions, variations, deviations, if any, in our Bid shall not be given effect to. We further understand that any deficiency or illegibility in our Technical Bid shall result in rejection of our Technical Bid.
3. We hereby declare that all the information and statements made in this proposal are complete, true and correct and also accept that any misinterpretation contained in it may lead to our disqualification and rejection of our Technical Bid. In case of any false documents submitted and found any time in the future, we shall be liable to be proceeded as per Applicable Law.
4. We confirm that we have submitted the Technical Bid as per the instructions given in the Bidding Document.
5. We hereby declare and confirm that only we are submitting our Bid and that our parent, affiliate, the ultimate parent or any group companies with which we have direct or indirect relationships are not separately submitting their Bid.
6. We hereby declare that our application has been submitted in good faith and the information contained is true and correct to the best of our knowledge and belief.
7. We confirm that the Technical Bid submitted are subject to the verification solely by appropriate authorities of OREDA as per all the terms of the Bidding Document and agree that the decision taken by OREDA shall be final and binding on us.
8. We declare that our Technical Bid is fully compliant to the qualification requirement mentioned under Section 4 (QR) and we have not misrepresented any information provided in our Bid.

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

### 5.1.6. Bid Form 6 (Technical Qualification)

#### Technical Qualification – rooftop solar photovoltaic projects

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

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

Email: ceoreda@oredaorissa.com

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

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

### 5.1.7. Bid Form 7 (Financial Qualification)

#### Financial Qualification

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

Date: [DD MMM YYYY]

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

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

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

Email: ceoreda@oredaorissa.com

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

**Average annual turnover** (as per QR Clause 4.4.1),

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

# other income is not considered

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

Particulars	Unit	FY17-18	FY18-19	FY19-20
Aggregate value of the paid-up share capital	Lakh INR	[insert]	[insert]	[insert]
Add: all reserves created out of the profits and securities premium account.	Lakh INR	[insert]	[insert]	[insert]
Subtract: Accumulated losses	Lakh INR	[insert]	[insert]	[insert]
Subtract: Deferred expenditure	Lakh INR	[insert]	[insert]	[insert]
Subtract: Miscellaneous expenditure not written off	Lakh INR	[insert]	[insert]	[insert]
<b>Net Worth*</b>	Lakh INR	[insert]	[insert]	[insert]

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

[For partnership firm and sole proprietorship firm, as per the methodology certified by the chartered accountant based on the Applicable Law in India.]

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

Place: [insert place]

[sign here]

Signature

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

Designation: [insert designation]

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

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

Registration no. of the CA's firm:

Seal: [insert seal of the Bidder]



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

**Compliance with the MNRE technical standards**

Date: [DD MMM YYYY]

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

To

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

### 5.1.9. Bid Form 9 (Self-certificate)

#### Self-certificate

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

Date: [DD MMM YYYY]

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

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

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

Email: ceoreda@oredaorissa.com

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

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

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

---

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

**Undertaking for Indigenousness**

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

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

Email: ceoreda@oredaorissa.com

We, [insert the Bidder name], hereby certify and confirm that the solar modules and cells to be supplied under this SPP shall be manufactured and made in India, as per the relevant guidelines of the Ministry of New and Renewable Energy (MNRE), Government of India.

The relevant certificates are enclosed herewith.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

5.1.11. Bid Form 11 (No Deviation Certificate)

**No Deviation Certificate**

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

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

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

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

Clause No.	Deviations considered, if any

[\*strike-off, if not applicable]

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

---

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

**Certificate of registration**

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

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

Email: ceoreda@oredaorissa.com

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

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

**PAN**

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

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

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

The PAN is [insert PAN].

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]



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

**GST Certificate**

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

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

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

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

**Income Tax Return**

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

---

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

**Quality Assurance**

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

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

We, the undersigned, declares that we have a copy of the ISO certificate for ISO 9001 and will submit the copy of the ISO 14001 and ISO 27001 certificates in the name of the Original Equipment Manufacturer (OEM), supported by a letter of authorization from the OEM, as per QR Clause 4.2.2.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

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

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

**Summary of the Bidder**

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

## **5.2. Bid Forms – Price Bid**

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

#### **Covering Letter of Price Bid**

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

The Chief Executive

Odisha Renewable Energy Development Agency (OREDA)

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

Email: ceoreda@oredaorissa.com

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

Dear [Sir/ Madam],

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

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

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

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

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

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

We agree with the following:

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]

### 5.2.2. Bid Form 19 (Price Bid)

#### Price Bid - Sample Format

Date: [DD MMM YYYY]

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

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

## 5.3. PPA and LLA

5.3.1. The copy of the Indicative PPA is enclosed herewith. The format for Performance Security shall be published later after taking approval from GRIDCO.

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

## 5.4. Pre-bid Form

### Pre-bid queries

(To be submitted on the letterhead of the Bidder)

Date: [DD MMM YYYY]

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

To

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

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

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

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

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

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

Seal: [insert seal of the Bidder]



## 5.5. MNRE technical standards

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

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

#### 1. PV Module Qualification

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

Crystalline Silicon Solar Cell Modules IEC 61215

Thin Film Modules IEC 61646

Concentrator PV modules IEC 62108

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

#### 2. Power Conditioners/ Inverters

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

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

#### 3. Cables and connectors:

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

#### 4. Other Sub-systems/Components

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

## 5. Authorized Test Centres

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

## 6. Warranty

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

## 7. Identification and Traceability

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

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)
- v. I-V curve for the module at Standard Test Condition (1000 W/m<sup>2</sup>, AM 1.5, 250C)
- vi. Wattage, I<sub>m</sub>, V<sub>m</sub> and FF for the module
- vii. Unique Serial No. and Model No. of the module
- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per ISO 9000

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

## 8. Performance Monitoring

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

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

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

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

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

**9. Safe Disposal of Solar PV Modules:**

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

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***End of Document***

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

**GRIDCO LIMITED**

**AND**

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

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

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

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

**AND**

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

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

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

**AND WHEREAS**, the SPD, selected by OREDA through a competitive bidding process with reference to RFP No. 3950/OREDA/PD-10/2017 dated 8<sup>th</sup> Oct 2020, is obligated to implement the SPP at a location as per the Land Lease Agreement to be executed between the Department of Energy, Government of Odisha and the SPD in order to evacuate the solar Energy generated from the SPP to the 33 kV voltage level of the nearest 132/33 kV Odisha Power Transmission Corporation Limited (OPTCL) grid substation situated at Junagarh.

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

## 1 DEFINITIONS

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

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

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

- xxxiv. **“RFP”** means Request for Proposal as published by OREDA with reference to RFP No. 3950/OREDA/PD-10/2017 dated 8<sup>th</sup> Oct 2020
- xxxv. **“RPO”** means Renewable Power Obligation target as specified by OERC from time to time
- xxxvi. **“SCOD”** means the Scheduled Commercial Operation Date which is the date within six (6) months from signing of the PPA
- xxxvii. **“SLDC”** shall means Odisha State Load Dispatch Centre
- xxxviii. **“Solar Power Developer”** or **“SPD”** means a company selected to set up the SPP through solar photovoltaic for generation of electricity, as per the RFP No. 3950/OREDA/PD-10/2017 dated 8<sup>th</sup> Oct 2020
- xxxix. **“Term”** means a period of 25 (twenty-five) years from the date of COD

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

--- End of Article ---



## 2 LICENSES, PERMITS AND SECURITIES

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### 2.1 SPD's Scope

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

--- End of Article ---

### **3 SYNCHRONIZATION, COMMISSIONING AND COMMERCIAL OPERATION DATE**

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#### **3.1 Synchronization, Commissioning and Commercial Operation Date**

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

#### **3.2 Dispatch and Scheduling**

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

--- End of Article ---

#### 4 RIGHT TO CONTRACTED ENERGY & PPA TARIFF

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

--- End of Article ---

## 5 LIQUIDATED DAMAGES FOR DELAY IN COD AND SHORTFALL IN ENERGY

### 5.1 Liquidated Damages on COD

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

### 5.2 Penalty for shortfall in Energy

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

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

### 5.3 Generation compensation for off-take constraints

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

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

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

5.3.2 **Offtake constraints due to Backdown:** The SPD and GRIDCO shall follow the forecasting and scheduling process as per the regulations in this regard by OERC. In the eventuality of backdown, subject to the submission of documentary evidence from the competent authority, the SPG shall be eligible for a minimum generation compensation, from GRIDCO, restricted to the following and there shall be no other claim, directly or indirectly against GRIDCO:

Duration of Backdown	Provision for Generation Compensation
Hours of Backdown during a monthly billing cycle.	Minimum Energy generation Compensation = 50% of [(Average Energy generation per hour during the Month) X (number of backdown hours during the Month)] X PPA Tariff

Duration of Backdown	Provision for Generation Compensation
	Where, Average Energy generation per hour during the month (kWh) = Total Energy generation in the Month (kWh) ÷ Total hours of Energy generation in the Month (hours)

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

--- End of Article ---

## 6 RATE AND CHARGES

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### 6.1 Monthly Energy Charges

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

## **7 BILLING & PAYMENT PROCEDURE**

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### **7.1 Billing Procedure**

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

### **7.2 Payment Procedure**

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

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

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

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

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

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

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

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

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

**--- End of Article ---**



## 8 INTERCONNECTION, DELIVERY POINT AND METERING

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

### **8.2 Grid Interfacing**

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

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

### **8.3 Measurement of Energy and Metering**

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

- - - End of Article - - -

## 9 OTHER CHARGES

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

### 9.1 kVArh Charges

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

### 9.2 SLDC Fee & Charges

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

### 9.3 Merit Order Dispatch

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

### 9.4 Sharing of CDM Credit

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

--- End of Article ---

## **10 METER READING, SEALING OF METERS**

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### **10.1 Reading and correction of Meters**

- 10.1.1 OPTCL and the SPD shall jointly take the meter reading on the first day of every Month at the Metering Point.
- 10.1.2 In the event that the main metering system is not in service as a result of maintenance, repairs or testing, then the backup metering system readings will be taken into consideration at the Delivery Point, shall be used during the period the main metering system is not in service and the provisions above shall apply to the reading of the backup metering system.
- 10.1.3 Meter reading taken jointly at the appointed date and time will be signed by the representatives of OPTCL and SPD. If SPD representative is not present for joint meter reading then the meter reading taken by OPTCL shall be considered final, provided a signed copy of the meter reading is sent to the SPD within twenty four (24) hours of such reading of the main metering system or backup metering system, as the case may be.
- 10.1.4 SPD shall ensure to furnish the following at the time of submission of the first invoice, subsequent to signing of the PPA:
- a) Date of connection to Delivery point and permission letter of authority authorizing the interconnection
  - b) Reading of new meter(s) recorded at the time of installation
  - c) Details of free Energy, if any, injected in the system between date of connection and COD.
  - d) A schematic diagram of OPTCL network showing the location of energy meters for billing purpose shall be furnished along with the first invoice
  - e) A copy of the insurance of the SPP and Interconnection Facilities.

### **10.2 Sealing and Maintenance of Meters**

- 10.2.1 OPTCL shall seal the main metering system and the backup metering system in the presence of representative of the SPD.
- 10.2.2 When the main metering system and/ or backup metering system and/ or any component thereof is found to be outside the acceptable limits of accuracy or otherwise not functioning properly, it shall be repaired, recalibrated or replaced as soon as possible by the SPD or by OPTCL at SPD's cost. GRIDCO/ OPTCL will ensure that metering system is tested for accuracy at least once in a year and report furnished along with EBC data.
- 10.2.3 Any meter seal(s) shall be broken only by the authorized officer of OPTCL in the presence of representative of SPD's whenever the main metering system or the backup metering system is to be inspected, tested, adjusted, repaired or replaced.

### **10.3 Records**

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

- a) Various operating parameters like hourly logs of real and Reactive Power generation, frequency and transformer tap position, bus voltage(s), main meter and back up meter readings, Planned Outages and Forced Outages etc. as mutually agreed. SPD shall furnish summary of day wise generation report every Month along with the invoices.
- b) Any unusual conditions found during operation/ inspections.
- c) Chart and printout of event loggers, if any, for system disturbances/ outages. Records will be reserved for a period of 36 (thirty-six) Months.

**--- End of Article ---**

## 11 INSURANCE

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### 11.1 Insurance:

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

- a) Insurance of SPP and Interconnection Facilities against all loss or damages of the kinds usually insured against by operators similarly situated, by means of insurance policies issued by reputable insurance companies with uniform standard coverage endorsement at that time, in amounts and with such deductible provisions as determined by SPD. The SPD may insure or cause to be insured such property under a blanket insurance policy in such amounts as determined by it,
- b) Public liability insurance with respect to the SPP and Interconnection Facilities with one more reputable insurance companies death or bodily injury and property damage resulting from the operation of the generation facility of the SPP,
- c) Statutory workers compensation insurance and employer's liability insurance, and
- d) Any other insurance that may be required pursuant to a financing agreement or statutory requirement as per the Applicable Laws.

--- End of Article ---

## 12 FORCE MAJEURE

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### 12.1 Force Majeure

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

### 12.2 Force Majeure Events

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

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

### 12.3 Force Majeure Exclusions

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

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



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

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

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

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

#### **12.4 Available Relief for a Force Majeure Event**

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

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

--- End of Article ---

## 13 CHANGE OF LAW

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Any change consequent to such Act, Policies, Rules, Regulations and regulatory directions shall be binding and will have to be complied with by all Parties.

### 13.1 Definition of Change in Law

13.1.1 “**Change in Law**” means the occurrence of any of the following events after the deadline for Bid submission with reference to the RFP No. [insert RFP No.] dated 8<sup>th</sup> Oct 2020:

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

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

### 13.2 Relief for Change in Law

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

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

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

### 13.3 Notification of Change in Law

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

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

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

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

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

**13.4 PPA Tariff Adjustment Payment on account of Change in Law**

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

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

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

--- End of Article ---

## 14 ASSIGNMENTS AND TRANSFER

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### 14.1 Assignment

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

### 14.2 Transfer

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

--- End of Article ---

## 15 TERM, DEFAULT & TERMINATION

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### 15.1 Term

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

### 15.2 Default

- 15.2.1 Default by GRIDCO will mean non-payment of Energy at the PPA Tariff for a period of consecutive 3 (three) Months after the due date or GRIDCO repudiates this PPA or if GRIDCO becomes voluntarily or involuntarily the subject of proceeding under any bankruptcy or insolvency laws or goes into liquidation or dissolution or has a receiver appointed over it or liquidator is appointed, pursuant to Applicable Laws, except where such dissolution of the GRIDCO is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this PPA and creditworthiness similar to GRIDCO and expressly assumes all obligations under this PPA and is in a position to perform them.
- 15.2.2 Default by the SPD shall mean
- a) Failure to achieve COD of the SPP beyond SCOD and the after following the procedure detailed at Article 5.1.1;
  - b) Operation and maintenance (O&M) Default on part of SPD;
  - c) Failure or refusal by SPD to perform any of its material obligations under this PPA including but not limited to financial closure.
  - d) SPP fails to make any payment required to be made to GRIDCO under this PPA within 3 (three) months after the due date of a valid invoice raised by the GRIDCO on the SPD;
  - e) If the SPD (i) assigns or purports to assign its assets or rights in violation of this PPA, or (ii) transfers or novates any of its rights and/ or obligations under this PPA, in violation of this PPA;
  - f) If the SPP becomes voluntarily or involuntarily the subject of proceeding under any bankruptcy or insolvency laws or goes into liquidation or dissolution or has a receiver appointed over it or liquidator is appointed, pursuant to Applicable Laws, except where such dissolution of the SPD is for the purpose of a merger, consolidated or reorganization and where the resulting entity has the financial standing to perform its obligations under this PPA and creditworthiness similar to the SPD and expressly assumes all obligations under this PPA and is in a position to perform them;
  - g) The SPD repudiates this PPA;
  - h) Change in controlling shareholding before the specified time frame as mentioned in the RFP No. [insert RFP No.] dated 8<sup>th</sup> Oct 2020;
  - i) Occurrence of any other event which is specified in this PPA to be a material breach/ default of the SPD;

- j) non-supply of Delivered Energy at the Metering Point for a period of 3 (three) months for reasons exclusively attributable to the SPD;
- k) Not keeping in for valid permits / licenses etc., it may be obliged to keep and maintain such documents throughout;

### **15.3 Termination**

- 15.3.1 The PPA may be terminated either by the SPD or GRIDCO only in the event of default by GRIDCO or the SPD as the case may be.
- 15.3.2 In case of default, the non-defaulting Party shall issue a default notice to the defaulting Party. If the default is not fully set right within 1 (one) Month from the date of the default notice, then, the non-defaulting Party may get the specific performance of PPA till the time default is corrected.
- 15.3.3 In case of default is cured, the PPA will revive and the provisions of original PPA will come into force, automatically within a maximum period of 6 (six) Months.

--- End of Article ---

## **16 CONFIDENTIALITY & IDEMNITY**

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### **16.1 SPD's Indemnity**

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

### **16.2 GRIDCO's Indemnity**

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

### **16.3 Confidentiality**

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

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

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

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

**--- End of Article ---**

## 17 DISPUTES

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### 17.1 Settlement of Disputes

- 17.1.1 All Disputes between the Parties arising out of or in connection with this PPA shall be first tried to be settled through mutual negotiation.
- 17.1.2 The Parties hereto agree to attempt to resolve all Disputes arising hereunder promptly, equitably and in good faith.
- 17.1.3 Except where expressly provided to the contrary in this PPA, any matter or dispute or different of whatsoever nature, howsoever arising under, out of or in connection with the PPA between the parties herein shall be resolved by mutual consent and if the matter is not resolved within 30 (thirty) Days from the date of parties join each other for such mutual consultation or such extended period as mutually agreed upon, then such Dispute shall be submitted to adjudication by the OERC as provided under Section 86 of The Electricity Act, 2003 and the OERC may either adjudicate itself or refer the matter for Arbitration.

### 17.2 Jurisdiction

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

--- End of Article ---



## 18 MISCELLANEOUS PROVISIONS

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

In case of the SPD:

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

In case of GRIDCO Limited:

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

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

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

#### **18.10 Assignment**

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

#### **18.11 Entire PPA and Appendices**

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

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

--- End of Article ---

**19 APPROVAL OF THE PPA**

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

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

FOR AND ON BEHALF OF  
GRIDCO Limited:

FOR AND ON BEHALF OF  
SPD

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

WITNESS 1:

WITNESS 1:

\_\_\_\_\_

\_\_\_\_\_

WITNESS 2:

WITNESS 2:

\_\_\_\_\_

\_\_\_\_\_



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

**E-procurement Website:** [www.tenderwizard.com/OREDA](http://www.tenderwizard.com/OREDA)

**It is an integral part of the RFP no.:** 3950/OREDA/PD-10/2017 dated 8<sup>th</sup> Oct 2020

**Contact details:**

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

## LAND LEASE AGREEMENT

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

### BETWEEN

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

### AND,

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

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

### RECITALS

- I. **WHEREAS** the Lessor is the entity who has received an alienation of land from the Revenue & Disaster Management Department, Government of Odisha measuring 50 Acre and 74 Decimal at Junagarh thana of Kalahandi district of Odisha as per the details provided in Annexure 1 (Schedule Property), which is more fully described in the said Annexure and hereinafter referred to as the Schedule Property.
- II. **WHEREAS** the Lessee being a [company] incorporated under The Indian Companies Act, 1956/ 2013, having its registered office at [registered office address] with an objective to plan, develop the SPP and operate it for a long term period of twenty-five (25) years from the date of achieving Commercial Operation Date of the SPP.
- III. **WHEREAS** the Lessor has agreed to grant the lease, the Lessee has agreed to take on lease from the Lessor the Schedule Property to plan, develop and operate the SPP.
- IV. **WHEREAS** pursuant to the request of the Lessee, the Lessor has submitted an application “Form I A - application for settlement of land by the applicants other than individual” as per the rule 5 (2) of the Odisha Government Land Settlement Rules, 1983.
- V. **WHEREAS** Odisha Renewable Energy Development Agency (OREDA) has issued an RFS [enter RFS no.] dated [DD MMM YYYY] for the selection of an SPD for the development of SPP and operate it for a for a long term period of twenty five (25) years from the from the date of achieving Commercial Operation Date of the SPP.
- VI. **WHEREAS** Grid Coporation of Odisha Limited (GRIDCO) has entered into a Power Purchase Agreement (PPA) with the SPD with reference to PPA [enter PPA no.] dated [DD MMM YYYY].
- VII. **NOW THIS LAND LEASE AGREEMENT WITNESSES THAT** in consideration of the above and of the mutual covenants of the Parties hereto, the Lessor hereby grants and the Lessee hereby accepts the lease of the Schedule Property.

## 1. PURPOSE OF LEASE

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

## 2. LEASE PERIOD

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

## 3. HANDING OVER OF LAND

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

## 4. ANNUAL LEASE RENT

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

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

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

## 5. GENERAL TERMS

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

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

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

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

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

#### **7. PAYMENT OF STAMP DUTY AND REGISTRATION CHARGES:**

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

#### **8. FORCE MAJEURE:**

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

#### **9. ADDRESSES FOR CORRESPONDENCE/ NOTICE, ETC**

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

##### **LESSOR'S**

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

##### **LESSEE'S**

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



**10. LESSOR'S DUTIES, COVENANTS AND OBLIGATIONS**

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

**11. LESSEE'S COVENANT AND OBLIGATIONS**

The Lessee hereby covenants with the Lessor as under:

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

**12. TERMINATION AND RE-ENTRY**

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

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

**13. VARIATION:**

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

**14. ARBITRATION:****a) Amicable settlement:**

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

**b) Dispute through Arbitration**

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

**c) Dispute resolution by the Court of Law**

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

**15. Governing Law:**

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

**16. ASSIGNMENT:**

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

**17. AMENDMENTS:**

- a) Neither this Land Lease Agreement not any term, covenant, condition or other provisions hereof may be waived, amended, varied, modified, supplemented, discharged, or terminated except by an instrument in writing, signed by a duly authorized officer on behalf of each of the Parties.

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

Signed and delivered by the Lessor

Signed and delivered by the Lessor

Signature:  
Name of the Authorized Signatory:  
Date:

Signature:  
Name of the Authorized Signatory:  
Date:

Witnessess:  
In the presence of:  
1.

Witnessess:  
In the presence of:  
1.

Signature:  
Name:  
Designation:

Signature:  
Name:  
Designation:

2.

2.

Signature:  
Name:  
Designation:

Signature:  
Name:  
Designation:

**Annexure-1: SCHEDULE PROPERTY****Schedule Property 1**

The details of the Schedule Property 1 for the Eknaguda Mauja, Junagarh police thana (thana no. 77), Kalahandi district is mentioned below:

Khata no.	Plot no.	Kisam	Rakbaa (Acre)
56	1	Patita	0.88
56	3	Patita	0.25
56	4	Patita	0.57
56	5	Patita	0.08
56	7	Patita	0.51
56	8	Patita	0.41
56	9	Patita	0.14
56	11	Patita	2.00
56	12	Patita	1.51
56	13	Patita	4.47
56	14	Patita	1.43
56	15	Patita	2.75
56	28	Patita	0.28
56	29	Patita	0.05
56	30	Patita	0.30
56	32	Patita	0.15
56	34	Patita	0.42
56	35	Patita	0.08
56	36	Patita	0.35
56	37	Patita	0.20
56	61	Patita	0.46
56	62	Patita	0.10
56	63	Patita	11.88
56	64	Patita	0.40
56	69	Patita	0.12
56	70	Patita	0.36
56	71	Patita	0.34
56	72/ 411	Berna	0.08
56	73/ 413	Patita	3.95
56	73	Patita	12.23
<b>Total</b>			<b>46.74 (46 Acre and 74 Decimal)</b>

The village map for the Schedule Property 1, as issued by the Revenue Inspector, is given below:



**Note:** The village map is written in Odia language.



**DEFINITIONS AND INTERPRETATIONS**

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