

Request for Proposal

For

**Selection of Developer(s) for Setting of Pine Leaves
and Other Biomass Based Power Projects of
Cumulative Capacity 5 MW**

For

**Procurement of Power on Long Term Basis by
Uttarakhand Power Corporation Limited (UPCL)**

Through

Tariff Based Competitive Bidding Process

Under

**“Policy for Power Generation from Pine Leaves and
Other Biomass- 2018”**

**RfP No.: 01/UREDA/Pineleaves/RfP/2018-19
dated: 14/02/2019**

Issued By:

**Uttarakhand Renewable Energy Development Agency, (UREDA)
(Department of Renewable Source of Energy, Govt. of Uttarakhand)
Urja Park Campus, Industrial Area, Patel Nagar, Dehradun 248001
Tel.No. 0135-2521553, 2521387, Fax: 0135-2521386,
Website:<http://ureda.uk.gov.in> E-mail: pirul.uredahq@gmail.com**

*Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or
briquetting projects or bio-oil projects*

Issued By:

Director,
Uttarakhand Renewable Energy Development Agency (UREDA)
Urja Park Campus, Industrial Area, Patel Nagar, Dehradun 248001
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Request for Proposal (hereinafter referred to as RFP) for selection of developer(s) for setting of pine leaves and other biomass based power projects of cumulative capacity 5 MW through tariff based competitive bidding process under "Policy for Power Generation from Pine Leaves and Other Biomass- 2018"

On behalf of Department of Forest and Uttarakhand Power Corporation Ltd. (UPCL), Dehradun

This RfP Document along with Annexure is issued to:

M/s. _____

NOTES:

1. This document is not transferable.
2. Though adequate care has been taken while preparing the RfP Project Document, the Applicant/Bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within ten days from the date of issue of the bid documents, it shall be considered that the bid document complete in all respects has been received by the Bidder.
3. Uttarakhand Renewable Energy Development Agency (UREDA) may modify, amend or supplement this RfP Document including all annexure.

Correspondence at:

To

Address:

Director,
Uttarakhand Renewable Energy Development Agency
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DISCLAIMER

1. This Request for Proposal (RfP) document is not an agreement or offer by UREDA to the prospective Bidders or any other party. The purpose of this RfP is to provide interested parties with information to assist the formulation of their Bid. This RfP is based on material and information available in public domain.
2. This RfP, along with its Formats, is not transferable. The RfP and the information contained therein are to be used only by the person to whom it is issued. Save and except as provided in Clause 1.3 of the RfP, it shall not be copied or distributed by the recipient to third parties. In the event that the recipient does not continue with its involvement in the bidding process in accordance with this RfP, this RfP must be kept confidential.
3. While this RfP has been prepared in good faith, neither UREDA nor its employees or consultants make any representation or warranty express or implied as to the accuracy, reliability or completeness of the information contained in this RfP.
4. Neither UREDA Representative, its employees nor its consultants will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RfP, any matter deemed to form part of this RfP, the award for supply of power, the information supplied by or on behalf of UREDA or its employees, any consultants or otherwise arising in any way from the selection process for the said supply of power.

*Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or
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Definitions

DEFINITIONS

Any capitalized term, used but not defined in this RfP, shall have the meaning ascribed to such term in the RfP Documents, or the Bidding Guidelines, in that order. In absence of availability of definitions in the foregoing references, the capitalized terms shall be interpreted in accordance with the Electricity Act 2003, UERC (Tariff and Other Terms for Supply of Electricity from Renewable Energy Sources and non-fossil fuel based Co-generating Stations) Regulations, 2018, Grid Code, Policy for Power Generation from Pine Leaves and Other Biomass- 2018 or any other relevant electricity law, rule, policy or regulation prevalent in India or Uttarakhand State, as amended or re-enacted from time to time, in that order.

The following terms are defined for use in this RfP:

“Applicant/Bidder” means JV/Consortium with CBOs or any other eligible agencies other than CBOs intending to participate for the installation of pine litter & other biomass based energy project in the state of Uttarakhand.

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

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

“Bidding Consortium” or “Consortium” or “Joint Venture” shall refer to a group of entities along with CBO(s) that has collectively submitted the Bid in accordance with the provisions of this RfP;

“Bid Deadline” shall mean the last date and time for submission of Bid in response to this RfP as specified in Clause 2.20 of this RfP;

“Capacity Utilisation Factor” or “CUF” shall mean the total energy sent out during the period expressed as a percentage of installed capacity reduced by the normative auxiliary consumption in that period and shall have the same meaning as provided in UERC (Tariff and Other Terms for Supply of Electricity from Renewable Energy Sources and non-fossil fuel based Co-generating Stations) Regulations, 2018 as amended from time to time.

$$\text{CUF} = \frac{\text{ESO} \times 10^7}{\text{IC} \times (100 - \text{AUX}) \times \text{H}} \%$$

Where,

ESO- Energy Sent Out Ex-bus, i.e. at interconnection point, in MU during the period,

IC- Installed capacity in MW,

AUX - % Normative Auxiliary Consumption (viz. 8.5 for Co-generation).

H – Number of hours in the period

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“**CERC**” shall mean the Central Electricity Regulatory Commission of India constituted under sub – section (1) of Section-76 of the Electricity Act, 2003 or its successors;

“**Community Based Organisation (CBOs)**” means Van Panchayat, Gram Panahayat, Self Help Groups (SHGs) and community based organization of their above level federations;

“**Consents, Clearances and Permits**” shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities including dedicated transmission line and/or supply of power;

“**Date of commercial operation or Commissioning (CoD)**” Date of commercial operation or Commissioning (CoD) in relation to a unit means the date declared by the generator on achieving maximum continuous rating through a successful trial run and in relation to the generating station, the date of commercial operation means the date of commercial operation of the last unit or block of generating station and expression ‘commissioning’ shall be constructed accordingly.

“**DPR**” means Detailed Project Report

“**Effective Date**” shall mean the date from which the PPA becomes effective;

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

“**Eligible Entities/Agencies**” shall means Societies of Uttarakhand (Registered under the Societies Registration Act 1860) or Entity registered under UP Cooperative Act 1965 or Entity registered under Uttarakhand Self reliant Cooperative Act-2003 or Proprietary/Partnership / Pvt. Ltd. Firms registered in the State of Uttarakhand or Industry registered in District Industries Offices of Uttarakhand including Resin Units

“**Feed in Substation**” shall be the substation of Transco / Discom.

“**Financial Bid**” shall mean Envelope II of the Bid, containing the Bidder's Quoted Fixed Tariff as per the Format 4.6 of this RFP;

“**Forest Department**” means the Department of Forest of Government of Uttarakhand;

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

“**Government**” means Government Of Uttarakhand;

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“Gram Panchayat” means the Elected local body under Panchyat Raj Act, as amended from time to time in the State of Uttarakhand;

“Interconnection Point” shall mean interface point of renewable energy generating facility with the transmission system or distribution system which shall be line isolator on outgoing feeder on HV side of generator transformer.

“Lead Member of the Bidding Consortium/JV” or “Lead Member” shall mean the Member which commits at least 26% equity stake in the Consortium/Joint Venture and so designated by other Member(s) of the Bidding Consortium in accordance with the Consortium Agreement specified in Format 4.3 of this RfP;

“Letter of Award (LOA)” means letter of award for the project to be given by UREDA to the successful developer;

“Member of a Bidding Consortium” or “Member” or “Consortium Member” shall mean each company/CBO in the Bidding Consortium which has executed the Consortium Agreement as provided in Format 4.3 of this RfP;

“MoU” means the Memorandum of Understanding entered into between the Developer, Forest department and UREDA detailing all terms and conditions, responsibilities, detailed implementation schedule, etc. related to biomass based power project;

“Non-Financial Bid” shall mean Envelope I of the Bid containing the documents as specified in the RfP;

“PAC” means Project Approval Committee constituted by the Government of Uttarakhand;

“Pine Leaves and other Biomass” means the leaves fallen from pine tree, lantana and other biomass;

“Pine leaves and other biomass based Power Project” means power projects with capacities up to 250 kW in the state of Uttarakhand.

“Policy” means the Policy for Power Generation from Pine Leaves and Other Biomass–2018, unless stated otherwise;

“PPA” means Power Purchase Agreement signed between Discom of Uttarakhand (Uttarakhand Power Corporation Ltd.) and the project developer

“UPCL” shall mean Uttarakhand Power Corporation Ltd. (UPCL), Dehradun – a Company incorporated in India and registered under the Companies Act, 1956.

“Pine leaves areas” means the areas in the forest compartment from where the pine leaves can be collected and utilized for generation of power by the successful bidder(s);

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“Qualification Requirements” shall mean the qualification requirements as set forth in Clause 2.8 of this RfP;

“Qualified Bidder(s)” shall mean the Bidder(s) who, after evaluation of their Non-Financial Bid as per Clauses 3.1, stand qualified for opening and evaluation of their Financial Bid;

“Quoted levelled Fixed Tariff” shall mean the Quoted levelled Fixed Energy Charges, as applicable, quoted by the Bidder as per the prescribed Format 4.6 and shall be construed to be at the Interconnection Point as mentioned in its Bid. However the rate of variable charges for each year would be the same as determined by UERC from time to time.

“Regulations” means the Uttarakhand Electricity Regulatory Commission (Tariff and Other Terms for Supply of Electricity from Renewable Energy Sources and non-fossil fuel based co-generating stations) Regulations, 2018 as amended from time to time.

“RfP” shall mean this Request for Proposal dated 14/02/19 along with all formats and RfP Documents attached hereto and shall include any modifications, amendments alterations or clarifications thereto;

“Scheduled Delivery Date” shall mean the Date on which the Seller is required to start delivering the power at the Interconnection Point as per the terms and conditions of the PPA;

“State” means the State of Uttarakhand;

“Security Amount” shall have the meaning as per Clause 2.15 of this RfP;

“Successful Bidder(s)/Developers” means JV/Consortium with CBOs or any other eligible agencies other than JV/Consortium with CBOs who has been selected/allotted the pine leaves & other biomass based power project in the state of Uttarakhand under this policy;

“TAC” means Technical Appraisal Committee constituted by the Government of Uttarakhand and consisting of technical, financial and social experts;

“UERC” means Uttarakhand Electricity Regulatory Commission, constituted under sub-section 1 of section 82 of the Electricity Act 2003, or its successors;

“UREDA” means the Uttarakhand Renewable Power Development Agency, the designated State Nodal Agency of the Ministry of New & Renewable Power, Government of India that owns the mandate for implementation of all renewable power programmes in the state of Uttarakhand;

“Van Panchayat (VP)” means the elected local body under Uttarakhand Panchayati Van Niyamali 2005, as amended from time to time in the State of Uttarakhand

SECTION 1

INTRODUCTION

SECTION 1: INTRODUCTION

1.1. Objective

- 1.1.1. Uttarakhand Renewable Energy Development Agency, hereinafter referred to as “UREDA”, on behalf of Uttarakhand Forest Department, hereinafter referred to as “Forest department” and Uttarakhand Power Corporation Limited, hereinafter referred to as “UPCL” hereby invites interested eligible entities/agencies under “Policy for Power Generation from Pine Leaves and Other Biomass- 2018” to participate in the bidding process for selection of Successful Bidder(s) for setting up of pine leaves and other biomass based power projects of cumulative capacity 5 MW through tariff based competitive bidding process as per section-63 of the Electricity Act, 2003 and as amended from time to time. The responsibility of the Successful Bidder(s) shall be to supply power to UPCL as per the terms and conditions of the RfP Documents and PPA.
- 1.1.2. UREDA and Forest department will support setting up of pine leaves and other biomass based power projects for the direct sale of power to UPCL. UREDA on behalf of UPCL, will select pine leaves and other biomass based power producer for setting up of different capacities of pine leaves and other biomass based power plants as per the details of pine needles areas available with forest department.
- 1.1.3. UREDA on behalf of Uttarakhand Power Corporation Ltd. (UPCL), Dehradun – a Company incorporated in India and registered under the Companies Act, 1956 will select the pine leaves and other biomass based power projects Developers, and UPCL will sign the Power Purchase Agreement (PPA) with the Successful Bidder.
- 1.1.4. The Successful Bidder(s) shall be responsible for ensuring that the Seller undertakes development, finance, ownership, design, engineering, procurement, construction, commissioning, operation and maintenance of the Project as per the terms of the RfP Project Documents. The Successful Bidder(s) shall also ensure that all equipment and auxiliaries are suitable for operation in the frequency range of 47.5 to 51.5 Hz (-5% to +3% of rated frequency of 50.0 Hz). It is to bring into the notice of bidder(s) that the hilly regions of the Uttarakhand state are facing high voltage problem, so the bidders are required to take this factor as well while participating in the bid. Bidders may install pine leaves and other biomass based power plants with equipments having wider range of variation of voltage in +ve and –ve sides for smooth operation of the projects. Further any update/amendment/supplementary (if any) details about the bidding process, the Project and the PPA shall be provided in the RfP document in accordance with Bidding Guidelines after obtaining approval of the Appropriate Commission, if such approval is required under law.
- 1.1.5. UREDA seeks to qualify and select Successful Bidder(s) for setting up of pine leaves and other biomass based power projects and supply of power for a period of 20 years from the Scheduled Commercial Operation Date. The power from Grid connected pine leaves and other biomass based power projects will be procured by UPCL at the interconnection point.

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1.1.6. For the purpose of selection of the Successful Bidder, Bidders shall be required to submit both Non-Financial Bid and Financial Bid simultaneously in a single stage bidding process as per the timelines mentioned in Clause 2.20 of this RfP. Bidders who meet the Qualification Requirement as specified in Clause 2.8 of the RFP will be Qualified Bidders and the Financial Bids of all such Qualified Bidders shall be opened and evaluated as per provisions of Clause 3.2 and clause 3.3 of the RFP, for the purpose of selection of Successful Bidder.

1.1.7. The Technical Appraisal Committee (TAC) as formed under “Policy for Power Generation from Pine Leaves and Other Biomass- 2018” will select a Bidder having the prescribed qualifications and offering the lowest levellised fixed tariff based on the evaluation and shall be submitted to Project Approval Committee (PAC) as formed under Policy for Power Generation from Pine Leaves and Other Biomass- 2018 for approval. The Seller shall supply power to UPCL as per the terms and conditions of the PPA to be signed between UPCL and the Seller. UPCL shall pay to the Seller the sum of fixed levellised tariff as quoted by the successful developer(s) and the variable charges as declared by UERC for the particular year, as per the terms and conditions of the PPA.

1.1.8. Commencement of supply of power:

The Successful Bidder shall have to commence the supply of power on the Scheduled COD in accordance with the provisions of the PPA.

1.2. Tariff

PPA will be signed between UPCL and Successful Bidder(s). UPCL shall pay to the Seller(s) the sum of fixed levellised tariff as quoted by the successful developer(s) and the variable charges as declared by UERC for the particular year, as per the terms and conditions of the draft PPA enclosed as **Annexure-2**. The tariff shall be payable by UPCL in Indian Rupees.

1.3. Issue of RfP

The detailed terms and conditions for qualification of the Bidder(s) and for Bid submission are indicated in the RfP. All those interested in purchasing the RfP may download the RfP document from our website: <http://ureda.uk.gov.in> and submit at the address given below with a non-refundable tender/RfP fee of Rs.500/- (Rupees Five Hundreds Only), inclusive of GST in the form of Demand Draft/ banker's cheque/ pay order drawn in favor of “Director, UREDA”, payable at “Dehradun”.

1.4. Receipt and Opening of Bid

Bid must be submitted to the address as given in Clause 2.24 on or before 17:00 hours (IST) on 30/03/2019. If it is a public holiday, the submission and the receipt of the Bid shall be on the next working day before 17:00 hours (IST). The Financial Bid shall be opened as per the time schedule given in Clause 2.20 of the RfP.

1.5. Correspondence for enquiries and clarifications

All correspondence, clarifications in respect of the RfP and submission of the Bid shall obtain from the particular district offices of UREDA.

SECTION 2

INFORMATION AND INSTRUCTION TO BIDDER(S)

SECTION 2: INFORMATION AND INSTRUCTION TO BIDDERS

2.1. Total Capacity Offered

Selection of Successful bidder(s) for procurement of Grid connected pine leaves and other biomass based power projects of cumulative capacity 5 MW shall be done through Tariff Based Competitive Bidding Process under Policy for Power Generation from Pine Leaves and Other Biomass- 2018 of the State of Uttarakhand. The details of pine leaves areas of the forest compartment with the availability of pine leaves, potential capacity etc can be obtain from the district Forest Offices. The bidders can setup pine leaves and other biomass based power projects near to these areas. The bidders can refer the pine leaves areas of the forest compartment of their interest and accordingly submits their proposals/bids with the capacity of the project as per the provision of this RfP.

2.2. RfP document for pine leaves and other biomass based power projects

The RfP document has been prepared for pine leaves based biomass gasifier technology. The project shall qualify to be termed as a biomass gasifier based power project, if it is using new plant and machinery and having grid connected system that uses 100% producer gas engine, coupled with gasifier technologies.

2.3. Capacity of each Project

- 2.3.1. The minimum capacity of pine leaves based power project shall be 10 KW. The project capacity shall not be more than the 250 KW. The said KW capacity should mean the AC capacity rating at the Interconnection Point.
- 2.3.2. The potential capacity of pine leaves and other biomass based power projects for the pine leaves areas of the forest compartment can be obtain from the forest department.
- 2.3.3. The pine leaves based power projects shall be selected on the basis of tariff based competitive bidding as per Section – 63 of the Electricity Act, 2003 and as amended from time to time. The responsibility of the Successful Bidder(s) shall be to supply power to UPCL for 20 years as per the terms and conditions of the PPA.

2.4. Supply of Power to UPCL

After completion of evaluation process a LoA will be issued to the successful bidder(s) for submission of security amount, signing of MoU with concerned UREDA district officer(s) and concerned DFO of forest department and signing of PPA with UPCL for duration of 20 years.

2.5. Tariff for Supply of Power

- 2.5.1 Bidder are required to quote levellised fixed tariff for 20 years only in the financial bid, UREDA will not entertain different fixed tariff for every year, any bid with different fixed tariff will be considered disqualified.
- 2.5.2 UPCL shall pay to the successful bidders the sum of fixed levellised tariff as quoted by the successful developer(s) and the variable charges as declared by UERC for the particular year, as per the terms and conditions of the PPA.

2.6. Grid Connectivity

Grid Connectivity, interconnection point and metering arrangement shall be as per the UERC (Tariff and Other Terms for Supply of Electricity from Renewable Energy Sources and non-fossil fuel based Co-generating Stations) Regulations, 2018 as amended from time to time.

2.7. Obtaining RfP document, Processing Fees

2.7.1 Prospective bidder(s) interested to participate in the bidding process are required to download RfP document from our website <http://ureda.uk.gov.in> and submit the RfP document along with a **non-refundable tender/RfP fee of Rs.500/-** (Rupees Five Hundred Only), inclusive of GST in the form of Demand Draft/ banker's cheque/ pay order drawn in favor of "**Director, UREDA**", payable at "**Dehradun**".

2.7.2 Prospective bidders interested to participate in the bidding process are required to submit their RfP document along with a **non-refundable processing fee of Rs. 2,000/-** (Rupees Two Thousands Only) in the form of Demand Draft/ banker's cheque/ pay order drawn in favour of "Director, UREDA", payable at "Dehradun".

2.7.3 The Applicant/Bidder will be eligible to participate in the bidding process only:

1. On submission of RfP along with the cost of document and processing fee.
2. The bidder should be JV/Consortium with CBOs or any other eligible agencies other than CBOs intending to participate for the installation of pine litter & other biomass based energy project in the state of Uttarakhand.

2.8. Qualification Requirements

The Bidder must meet the Qualification Requirements independently as eligible entity/agency or as a Bidding Consortium/ Joint Venture with one of the Members acting as the Lead Member of the Bidding Consortium. Bidder will be declared as a Qualified Bidder based on meeting the Qualification Requirements specified below and as demonstrated based on the documentary evidence submitted by the Bidder in the Bid. Further, a Bidding Consortium/ Joint Venture can participate in the bidding process if any Member of the Consortium has purchased the RfP.

A. Financial Criteria

1. Networth:

The "Net Worth" of the bidder should be equal to or greater than the value calculated at the rate of Rs 10,000/- per KW of the proposed power project. The computation of Net Worth, the bidder shall be required to submit the proof of their financial capability duly certified by their bankers or certificate from Chartered Accountant for their networth.

The financial requirement to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project

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Company as per the Consortium Agreement (Format 4.3). Any Consortium/Joint Venture, if selected as the Successful Bidder, shall, for the purpose of supply of power, formulate a Project Company with equity participation by the Members as provided in the Consortium Agreement/Joint Venture (Format 4.3) before signing of the PPA.

2. Any bidder may choose to formulate a Project Company for the purpose of supply of power.
3. In case, application for more than one location are submitted, the net worth shall be computed and evaluated on the basis of the sum total of the capacity offered by the Bidder in its Bids.
4. A Bidder shall submit only one response for one location, individually as bidding entity or as a Member of a Bidding Consortium/Joint Venture (including the Lead Member). It is further clarified that any of the Parent Company / Affiliate / Ultimate Parent Company of the Bidding entity or a Member of a Bidding Consortium/Joint Venture shall not separately participate directly or indirectly for the same location.

B. Technical Criteria

The bidders should have Technology tie-up with the suppliers of plant and machinery. The bidders shall be required to submit the proof of having technical tie-up with the suppliers of plant and machinery. The documentary evidence/proof submitted by the bidders in this regard should have detailed information about the technology

Note: Tie up would mean any of (i) MOU for Technology Transfer, (ii) Technology or document sale agreement, (iii) EPC Contract, (iv) Project specific assurance to support with design and construction of the plant.

2.9. Eligible Bidder/Applicant

The bidder/applicant eligible under this RfP shall be following:

- I. Societies of Uttarakhand (Registered under the Societies Registration Act 1860).
- II. Entity registered under UP Cooperative Act 1965
- III. Entity registered under Uttarakhand Self reliant Cooperative Act-2003
- IV. Proprietary/Partnership / Pvt. Ltd. Firms registered in the State of Uttarakhand
- V. Industry registered in District Industries Offices of Uttarakhand including Resin Units
- VI. The Joint Venture/Consortium formed between any CBO of the identified forest compartment with any of the eligible entities as mentioned above. However the CBO should have atleast 26% stake in Joint Venture/Consortium firm.

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The bidder is required to undertake to furnish evidence of meeting the above eligibility criteria in line with the RfP. The undertaking shall be as per enclosed Format 4.4.

2.10. Site Identification

Developer may identify any suitable site for their project nearby the pine leaves areas of the forest compartment. The details of pine leaves areas of the forest compartment with the availability of pine leaves, potential capacity etc can be obtain from the district Forest Offices. The bidder(s) shall have to provide the name of forest range/compartment, name of nearest village, Latitude and Longitude of proposed site, available area in Sqm with khasre no. with layout map of site, block, tehsil, district of the proposed location/site in the Format 4.1.

2.11. Bid submitted by a bidder

The Bidding entity should designate one person to represent the Bidding Company in its dealings with UREDA/UPCL/Forest department. The person so designated shall be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Bid on behalf of the Bidding entity etc.

2.12. Correspondence for enquiries and clarifications

All correspondence, clarifications in respect of the RfP and submission of the Bid shall obtain from the particular district offices of UREDA. Further enquires and clarifications meeting shall be organized in each district by the UREDA district offices on or between 25/02/2019 to 27/02/2019 whereby the bidder may seeks the clarification on their queries.

2.13. UREDA reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this RfP and make its own judgment regarding the interpretation of the same. In this regard UREDA shall have no liability towards any Bidder and no Bidder shall have any recourse to UREDA with respect to the selection process. UREDA shall evaluate the Bids using the evaluation process specified in Section 3, at its sole discretion. UREDA's decision in this regard shall be final and binding on the Bidders.

2.14. Cancellation of the Letter of Award

If the Successful Bidder(s) / Project Company fails or refuses to comply with any of its obligations as mentioned in the RfP and provided that UREDA/UPCL/ Forest department and / or other parties to the respective RfP Documents are willing to execute the said documents, such failure or refusal on the part of the Successful Bidder(s)/ Project Company shall constitute sufficient grounds for cancellation of the Letter of Award.

2.15. Security Amount

1. The Successful Bidder(s) either on his/their own behalf or on behalf of the Seller, shall provide to UREDA the **Security Amount** in the form of Demand Draft, FDR, CDR or Bank Guarantee of **Rs. 1000/- (Rs. One Thousands Only) per KW**. The FDR or CDR or Demand Draft shall be pledge/drawn favour of the Director, UREDA, payable at Dehradun (as applicable). The Bank Guarantee in the form of Security Amount shall be valid for a period of twenty four (24) months from the date of issue of LoA and should be issued from any Nationalized Bank.
2. Non submission of the Security amount by the Successful Bidder(s) may lead to the cancellation of the Letter of Award of such Successful Bidder(s) by UREDA.
3. In case successful developer fails to achieve commercial operation within 18 months from the date of Project Allotment, the allotment of project will be cancelled and deposited Security amount shall be forfeited. However the Security amount shall be refunded, if successful developer achieves commercial operation within time period.

2.16. Amendment of RFP

UREDA, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder may modify the RfP, including the timelines specified in Clause 2.20, by issuance of addendum / modification / errata and / or a revised document. Revisions or amendments in the Bidding Guidelines may cause UREDA to modify, amend or supplement this RfP, including the RfP Documents to be in conformance with the Bidding Guidelines. Such document shall be made available on UREDA website. Bidders should notify themselves regarding any addendum / modification made in RfP document, the same shall be uploaded on UREDA website. No personal correspondence will be made by UREDA to Bidder(s).

2.17. Bidding Process

- a. The application received shall be evaluated by a TAC in line with the policy guidelines and the terms and condition contained in the document. The Committee may also co-opt Technical Expert(s) for the purpose of more effective screening of the bids received.
- b. The list of applicants shortlisted by the above committee shall be submitted before the PAC for final selection and approval.
- c. The letter of Allotment (LoA) to the developer shall be issued by the UREDA for submission of security amount and signing of MOU with concerned UREDA district officer and concerned DFO of forest department.
- d. In case, the developer fails to deposit the security amount or signing of MoU within the stipulated time, the letter of allotment shall be deemed to have been cancelled.
- e. The detail of implementation schedule, obtaining clearances, period of collection of biomass from forest, royalty & other levies of Forest Department, and other related information shall be defined in the MoU **(as mentioned in Enclosure-1)**

2.18. The Bidder should note that

- a. The permission for changing of directors in the firm/company shall not be permitted till the completion 1 years from the COD. In case death of any director in the firm, new director may be appointed after approval of Nodal agency.
- b. In case of JV/Consortium, there shall be only one Lead Member, who commits at least 26% equity stake in the Consortium/JV and so designated by other Member(s) of the Consortium/JV and cannot be changed till 1 (one) year of the Commercial Operation Date (COD) of the Project.
- c. The permission for transferring the projects to any other developer shall not be permitted till one year operation after the commissioning date of the project. In case any developer, for any reason, sells/transfers his project before the said period to some other developer, the allotment of the project shall be cancelled and the security deposit shall be forfeited. Further, also that the fresh applications shall be invited as per the existing policy for the concerned area/site.
- d. Projects allotted before the date of publication of this Policy in the Official Gazette shall continue to be governed by the Policy under which they were allotted and shall not be eligible for incentives under this Policy.
- e. In the event a developer fails to achieve the various stages of completion of the allotted project as per the prescribed time schedule without valid reasons, the security deposited shall be forfeited and the allotment would be cancelled.
- f. Projects would be offered to developers for a period of 20 years from the date of allocation at the end of which they shall revert to the Government of Uttarakhand along with all equipments, machineries, evacuation arrangements and all other facilities.
- g. As far as possible, the Van Panchayats, local communities, local SHGs, CBOs, Cooperative societies shall be given preference in the collection of Pine Leaves from forest floor.

2.19. Bidder to inform itself fully

- a. The developer shall be required to seek approvals/clearances from various departments, such as, Pollution Control Board, Forest Department, Revenue Department, Van Panchayats, Industries Department, etc. before setting up the biomass based projects. For these approvals the bidder shall have to apply under **Single Window Clearance Portal** at district level
- b. The developer shall install the allocated projects in pursuance to the standing orders and guidelines of forest department from time to time.
- c. The developer shall be responsible for collection and storage of pine leaves/other biomass and continuous operation of the project.
- d. The arrangement of land required for installation, storage and other provisions, such as, evacuation of power, staff quarters, etc. will be made by the developers themselves.

Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or briquetting projects or bio-oil projects

- e. The district wise list of potential areas so identified shall be finalized in each district by a District level Planning & Monitoring Committee. This committee will also monitor and supervise the execution of the projects.
- f. The developer shall be responsible at his own expense for ensuring that the generation of power from the Power plant in accordance with all legal requirements including the terms of all consents/clearances/permits and Prudent Utility Practices within the acceptable technical limits so as not to have an adverse effect on the UPCL Grid System, Forest department and environment.
- g. UREDA/Forest Department/Government of Uttarakhand shall not be responsible for any claims arises from any loss or damage to property, project works, personal injury or death of person during the survey, execution, operation and maintenance of the project, collection of pine needles/biomass etc.

2.20. Due Dates

The Bidders should submit the Bids so as to reach the address specified below by **17:00 hrs (IST) on 30/03/2019**.

**Director,
Uttarakhand Renewable Energy Development Agency,
Energy Park, Industrial Area, Patelnagar, Dehradun
Phone: 0135-2521553
Fax: 01352521387
Email: pirul.uredahq@gmail.com
Website: <http://ureda.uk.gov.in>**

The following shall be the time schedule for completion of the bidding process:

Sl. No.	Event	Tentative Schedule
1.	Notification for invitation of RfP	Zero Date (14/02/2019)
2.	Submission of applications/bids	Zero date + 45 days (30/03/2019)
3.	Evaluation of applications by TAC and approval by PAC	Zero date + 75 days
4.	Issue of LoA	Zero date + 90 days (LoA issue date)
5.	Submission of security deposit, Signing of MoU PPA	Zero date + 135 days

Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or briquetting projects or bio-oil projects

6.	Obtaining required clearances/approvals (if any)	LoA issue Date+ 180 days
7.	Financial Closure	LoA issue Date+ 300 days
8.	Commercial operation date	LoA issue Date + 540 days

2.21. Land Allotment/Land Purchase:

- a) The arrangement of land required for installation, storage and other provisions, such as, evacuation of power, staff quarters, etc. shall be made by the developers themselves.
- b) The maximum land allowed for power projects up to 100 kW shall be around 1000 sq. mt. and for projects more than 100 kW and up to 250 kW the maximum land allowed will be 2000 sqm.
- c) The list of potential areas finalised by the District level committee shall be made available to eligible bidders and can be obtained from the district offices of forest department.

2.22. Commissioning/Schedule Delivery Date

- a) The developer shall obtain required statutory clearance and approvals (if any) for the proposed project.
- b) The developer shall have to fulfil all financial requirements to achieve the financial closure of the project.
- c) The developer shall have to complete and operate the project.
- d) In case, the developer fails to obtain clearances/approvals or achieve the financial closure or commissioning of the project within stipulated time, UREDA may consider the cancelling the LoA and forfeiting the security deposit.

2.23. Insurance

The execution and operation of the project allotted under this RfP shall be insured by the successful developer at their own cost

2.24. Method of Submission

1. Bids are to be submitted in a single closed cover envelope containing Envelope I (Non-Financial Bid) and Envelope II (Financial Bid) each one duly closed separately. Envelope I (Non-Financial Bid) and Envelope II (Financial Bid) should be transcript in the following way:

Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or briquetting projects or bio-oil projects

A. Envelope I (Non-Financial Bid)

Superscript as:

Envelope I: Non-Financial Bid for “Selection of developer(s) for setting of pine leaves and other biomass based power projects of cumulative capacity 5 MW through tariff based competitive bidding process under “Policy for Power Generation from Pine Leaves and Other Biomass- 2018”

Name of the Bidder:

Due for opening on _____

B. Envelope II (Financial Bid)

Superscript as:

Envelope II: Financial Bid for “Selection of developer(s) for setting of pine leaves and other biomass based power projects of cumulative capacity 5 MW through tariff based competitive bidding process under “Policy for Power Generation from Pine Leaves and Other Biomass- 2018”

Name of the Bidder:

Due for opening on _____

C. Outer Envelope

Envelope I (Non-Financial Bid) and **Envelope II (Financial Bid)** for the Bid to be submitted by Bidders should be packed in a single closed cover envelope, with the following superscript:

Response to RfP for “Selection of developer(s) for setting of pine leaves and other biomass based power projects of cumulative capacity 5 MW through tariff based competitive bidding process under “Policy for Power Generation from Pine Leaves and Other Biomass- 2018”

Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or briquetting projects or bio-oil projects

To,
Director,
Uttarakhand Renewable Energy Development Agency,
Energy Park, Industrial Area, Patelnagar, Dehradun-248001
Phone: 0135-2521553
Fax: 0135-2521386
Email: pirul.uredahq@gmail.com
Website: <http://ureda.uk.gov.in>

Name of the Bidder:

2. The Bidders have the option of sending their Bid either by registered post; or speed post; or courier; or by hand delivery, so as to reach UREDA by the Bid Deadline. Bids submitted by telex / telegram / fax / e-mail shall not be considered under any circumstances. UREDA shall not be responsible for any delay in receipt of the Bid. Any Bid received after the Bid Deadline shall be returned unopened.
3. It may be noted that Non-Financial Bid (Envelope I) shall not contain any information/document relating to Financial Bid. If Non-Financial Bid contains any such information / documents, UREDA shall not be responsible for premature opening of the Financial Bid.
4. All pages of the Bid and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. However, any published document submitted with the Bid shall be signed by the authorized signatory at least on the first and last page of such document.
5. No change or supplemental information to a Bid will be accepted after the Bid Deadline, unless the same is requested for by UREDA/UPCL/forest department as per the provision of the RfP.
6. If the outer cover envelope or Envelope I (Non-Financial Bid) or Envelope II (Financial Bid) is not closed and not transcript as per the specified requirement, UREDA will assume no responsibility for the Bid's misplacement or premature opening.

2.25. Right to withdraw the RfP and to reject any Bid

This RfP may be withdrawn or cancelled by UREDA at any time without assigning any reasons thereof. UREDA further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.

Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or briquetting projects or bio-oil projects

2.26. Confidentiality

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

1. to their professional advisors;
2. to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities;
3. disclosures required under applicable Law,

Provided that the Successful Bidder(s) agrees and acknowledges that UPCL may at any time, disclose the terms and conditions of the RfP and RfP Documents to any person, to the extent stipulated under the applicable Law or the Bidding Guidelines.

SECTION 3

EVALUATION CRITERIA

SECTION 3: EVALUATION CRITERIA

3.1 Evaluation of Non-Financial Bid

Evaluation of Non-Financial Bid (Envelope I) will be carried out by Technical Appraisal Committee (TAC) as formed under Policy for Power Generation from Pine Leaves and Other Biomass- 2018 by considering the information furnished by Bidders as prescribed under Section 4 (Formats for Bid Submission). This step would involve evaluation of the Bid of the Bidding Entity/ Bidding Consortium as per the provisions specified in Section 2 of this RfP. In case any of the provision of section 2 is found to be not fulfilled, the non-financial bid shall be rejected.

3.2 Evaluation of Financial Bid

1. Financial Bids (Envelope II) of the Qualified Bidders shall be opened in presence of the representatives of such Qualified Bidders, who wish to be present, as per the timelines indicated in this RfP, or such other date as may be intimated by UREDA to the Bidders. The evaluation of Financial Bid shall be carried out by Technical Appraisal Committee (TAC) based on the information furnished in Envelope II (Financial Bid) and shall be submitted to Project Approval Committee (PAC) for approval.
2. The Financial Bids submitted by the Bidders shall be scrutinized to ensure conformity with the provisions of this RfP. Any Bid not meeting any of the requirements as per this RfP may cause the Bid to be considered “Non-responsive” at the sole decision of UREDA. Financial Bid not in conformity with the requirement of this RfP shall be rejected.

3.3 Successful Bidder(s) Selection

Bids qualifying shall only be evaluated in this stage.

- I. The Bidder with the lowest Levellised Fixed Tariff for 20 years shall be declared as the Successful Bidder for the quantum of power (in KW) offered by such Bidder in its Financial Bid. However the quoted tariff shall not be more than as specified by UERC (Tariff and Other Terms for Supply of Electricity from Renewable Energy Sources and non-fossil fuel based co-generating stations) Regulations, 2018.
- II. The selection process of the Successful Bidder(s) as mentioned above in Clause I shall be repeated for all the remaining Financial Bids of Qualified Bidders until the entire Requisitioned Capacity is met or until the time when the balance of the Requisitioned Capacity is less than the Minimum Bid Capacity. However the selection of successful bidders shall be on the basis of lowest quoted levellised fixed tariff in ascending order and shall not be more than as specified by UERC.
- III. At any step in the process in Clause II above, in case the Requisitioned Capacity has not been achieved and the offered capacity of the Bidder with the lowest Levellised Fixed Tariff amongst the remaining Financial Bids is larger than the balance Requisitioned

Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or briquetting projects or bio-oil projects

Capacity, any fraction or combination of fractions offered by such Bidder shall be considered for selection, towards meeting the Requisitioned Capacity.

- IV. The selection process shall stand completed once the Requisitioned Capacity has been achieved through the summation of the quantum offered by the Successful Bidders or when the balance of the Requisitioned Capacity is less than the Minimum Bid Capacity i.e. less than 10 KW. However in case only one Bidder remains at any step of the selection process and the balance Requisitioned Capacity exceeds the Minimum Bid Capacity, Financial Bid(s) of such Bidder shall be considered and the selection of the Bidder shall then be at the sole discretion of UREDA.
- V. At any step during the selection of Successful Bidder(s) in accordance with Clauses I to IV above, UREDA reserve the right to increase / decrease the Requisitioned Capacity of the quantum indicated in Clause 1.1.1 as per requirement. This shall be in accordance with the consent of GoUK and UPCL.
- VI. The Letter(s) of Award shall be issued to all such Successful Bidder(s) selected as per the provisions of this RfP.
- VII. There shall be no negotiation on the Levellised Quoted Fixed Tariff between UREDA/UPCL and the Bidder(s) during the process of evaluation.
- VIII. If the Successful Bidder(s), to whom the Letter of Award has been issued does not fulfill any of the conditions specified in this RfP, UREDA reserves the right to annul the award of the Letter of Award of such Successful Bidder(s).
- IX. UREDA, in its own discretion, has the right to reject all Bids if the Levellised Quoted Fixed Tariff is not aligned to the prevailing market prices.

SECTION 4

FORMATS FOR BID SUBMISSION

SECTION 4: FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the Bid. These formats are designed to demonstrate the Bidder's compliance with the Qualification

- i. Format of application form for Power Generation Project (Format 4.1)
- ii. Format of Power of Attorney (in case of JV/Consortium) (Format 4.2)
- iii. Format of Consortium agreement (In case of JV/Consortium) (Format 4.3)
- iv. Format of Qualification Requirement (Format 4.4)
- v. Format of submission of Project Report (Format 4.5)
- vi. Format of Financial offer for Power Generation Project (Format 4.6)
- vii. Draft MoU (Enclosure 1)
- viii. Draft PPA (Enclosure 2)

A Bidder may use additional sheets to submit the information for its detailed response.

[UREDA is authorized to modify any of these formats before the issue of RfP to facilitate seeking relevant project specific details for assessing Qualification Requirements specified in the RfP or for any other reasons. Such modification shall not be construed as a change in Standard Bid Documents]

Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or briquetting projects or bio-oil projects

Format: 4.1: Application Format

(On the Letter Head of the Bidding Company/ Lead Member of the Bidding Consortium)

Date: _____

From: _____ **(Insert name and address of Bidding entity/ Lead Member of the Bidding Consortium)**

Tel.#:

Fax#:

E-mail address#

To,

Director,
Uttarakhand Renewable Energy Development Agency,
Energy Park, Industrial Area, Patelnagar, Dehradun-248001
Phone: 0135-2521553
Fax: 0135-2521386
Email: pirul.uredahq@gmail.com
Website: <http://ureda.uk.gov.in>

Sub: Response to RfP for “Selection of developer(s) for setting of pine leaves and other biomass based power projects of cumulative capacity 5 MW through tariff based competitive bidding process under “Policy for Power Generation from Pine Leaves and Other Biomass- 2018”

Dear Madam/Sir,

A. We, the undersigned [*insert name of the Bidder*] having read, examined and understood in detail the RfP and RfP Documents for Selection of Developer(s) for setting of pine leaves and other biomass based power projects through tariff based competitive bidding process under “Policy for Power Generation from Pine Leaves and Other Biomass- 2018. We hereby submit our Bid comprising of Financial Bid and Non-Financial Bid.

B. We are submitting our bid with following details:

I. Details of JV/Consortium or Other entities

1. Name of the firm/entity :

2. Full Address: :

Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or briquetting projects or bio-oil projects

3. Contact Details :

(a) Name of authorized representative

(b) Designation

(c) Mobile/Telephone No. :

(d) Email :

(e) Fax No.

4. Name of CBO (in case of JV/Consortium) :

II. Details of Joint Venture/Consortium Partners (if required)

1. Name of JV/Consortium Partners

2. State whether the JV/Consortium Partner is a

- a. Societies of Uttarakhand (Registered under the Society Registration Act 1860)
- b. Entity registered under UP Cooperative Act 1965
- c. Entity registered under Uttarakhand Self reliant Cooperative
- d. Proprietary/Partnership / Pvt. Ltd. Firms registered in the State of Uttarakhand
- e. Industry registered in District Industries Offices of Uttarakhand including Resin Units

Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or briquetting projects or bio-oil projects

III. Equity share in JV/Consortium (if required)

SN	Members of JV/ Consortium	Equity share in %

IV. Details of the non refundable RfP cost

- a) Amount Rs.
- b) Demand Draft No.
- c) Date
- d) Banker's Name and Address

V. Details of the non refundable application processing fee

- e) Amount Rs.
- f) Demand Draft No.
- g) Date
- h) Banker's Name and Address

VI. PROPOSED LOCATION/SITE

- a) Name of forest range/compartment :
- b) Name of nearest village :
- c) Latitude and Longitude of proposed site :
- d) Available area in Sqm with khasre no. (please also enclosed layout map of site) :
- e) Block and Tehsil :
- f) District :

VII. PROPOSED CAPACITY

- a) Proposed Capacity (in kW) :
- b) Expected annual generation in kWH :

VIII. ELECTRICAL DETAILS

- 1. Evacuation plan/inter-connection facility for the proposed plant :
- 2. Nearest Sub-station of DISCOM and distance from the proposed power plant. :

Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or briquetting projects or bio-oil projects

VIII. TECHNICAL DETAIL

Submit the proof of having technical tie-up with the suppliers of plant and machinery. The proof submitted by the applicants in this regard should have detailed information about the technology.

IX. FINANCIAL DETAILS

1. Estimated cost of the project proposed (*Rs. In Lakh*) :
2. Proposed debt and equity (in Rs lakh) :
3. Net worth duly certified by CA on its letter head or proof of the financial capability duly certified by the banker (in Rs Lakh) :

X. DETAILS OF DOCUMENTS ENCLOSED

S.N	Name of the Document/Enclosures	As per Format	Enclosed as Annexure
1	Non refundable tender/RfP cost of Rs 500/-	To be enclosed	Annexure-1
2	Non refundable Application Processing fee of Rs 2000/-	To be enclosed	Annexure-2
3	Format of application form for Power Generation Project	To be enclosed as per Format 4.1	This letter/ format itself is Format-1
4	Format of Power of Attorney (in case of JV/Consortium)	To be enclosed as per Format 4.2	Annexure-3 (If applicable)
5	Format of Consortium agreement (In case of JV/Consortium)	To be enclosed as per Format 4.3	Annexure-4 (If applicable)
6	Financial Qualification Requirement (<i>Along with the Net worth duly certified by CA on its letter head or proof of the financial capability duly certified by the banker in Rs Lakh</i>)	To be enclosed as per Format 4.4 (A)	Annexure-5

Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or briquetting projects or bio-oil projects

7	Technical Qualification Requirement <i>(Along with the copy of technical tie-up letter with the suppliers of plant and machinery)</i>	To be enclosed as per Format 4.4 (B)	Annexure-6
8	Registration certificate under the Societies Registration Act 1860 or A certified copy of by-laws/registration certificate under UP Cooperative Act 1965. or A certified copy of by-laws/registration certificate under Uttarakhand Self reliant Cooperative Act-2003 or A certified copy of the Memorandum & Article of Association of the Company or Proprietary details/certificate in the state of Uttarakhand or Partnership registration details/ agreement/certificate in the state of Uttarakhand or Memorandum & Article of Association of the Private Limited Company or Industry registration certificate in District Industries Offices of Uttarakhand including Resin Units	To be enclosed	Annexure-7
9	Project report having detail of site, evacuation arrangement, proposed cost, cost sharing pattern, cost economics detail and pine needle collection arrangement details etc.	To be enclosed as per Format 4.5	Annexure-8

Declaration:

- i. I/We certify that all information furnished is true to the best of my/our knowledge.
- ii. I/We agree that GoUK/UREDA is the final authority to allot us the project.

*Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or
briquetting projects or bio-oil projects*

- iii. I/We shall not have any dispute with GoUK/UREDA for non-allotment of the project.
- iv. I/We agree to sign necessary agreement with GoUK/ UREDA/UPCL/Forest Department.
- v. I/We agree to comply with the terms and conditions of Policy for Energy Generation from Pine Litter and Other Biomass–2018

Name & signature of Authorized Signatory with Seal

Place:

Date:

Format 4.2: Power of Attorney (In case of JV/Consortium)

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

POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS THAT M/s.....having its registered office at,and M/s having its registered office at, (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named (insert name of the Consortium) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws ofand having its Registered /Head Office atas our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the Bid and if required, submission of Bid against RfP (in the event selected as the qualified Bidder(s)). We also authorize the said Lead Member to undertake the following acts

- i) To submit Bid on behalf of Consortium Members.
- ii) To do any other act or submit any information and document related to the above Bid.

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

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

IN WITNESS WHEREOF M/s, as the Member of the Consortium have executed these presents on this..... day ofunder the

Common Seal of our company.

For and on behalf of Consortium Member
M/s.....

[Signature, Name and Designation of the Authorized Person]
(Name Designation Place: Date :)

*Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or
briquetting projects or bio-oil projects*

Accepted

(Signature, Name, Designation and Address of the Authorized Person)

Attested

(Signature of the executant)

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

Place: -----

Date: -----.

Format 4.3: Consortium Agreement (In case of JV/Consortium)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country)

FORM OF CONSORTIUM AGREEMENT BETWEEN

M/S....., M/S.....,
M/S..... AND M/S.....
FOR (.....)

THIS Consortium Agreement (hereinafter referred to as "Agreement") executed on this..... day ofTwo thousand..... between M/s..... a company incorporated under the laws of and having its Registered Office at (Hereinafter called the "**Party 1**", which expression shall include its successors, executors and permitted assigns), M/s a company incorporated under the laws of and having its Registered Office at (Hereinafter called the "**Party 2**", which expression shall include its successors, executors and permitted assigns) and M/s..... a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "**Party n**", which expression shall include its successors, executors and permitted assigns) (The Bidding Consortium should list the name, address of its registered office and other details of all the Consortium Members) for the purpose of submitting the Bid in response to the RfP and in the event of selection as Successful Bidder(s) to comply with the requirements as specified in the RfP and ensure execution of the RfP Documents as may be required to be entered into with UREDA.

Party 1, Party 2, and Party n are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS UPCL desired to procure power from Grid Connect pine leaves and other biomass based power projects through tariff based competitive bidding process under "Policy for Power Generation from Pine Leaves and Other Biomass- 2018"

WHEREAS, UREDA had invited Bids, vide RfP dated 14/02/2019 issued to..... *[Insert the name of purchaser of RfP]*

AND WHEREAS The RfP stipulates that the Bidders qualifying on the strength of a Bidding Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the RfP, whereby the Consortium Members undertake to be liable for their respective equity investment commitment for the formation of a Project Company and undertake to submit the Contract Performance Guarantee as required as per the provisions of the RfP, as specified herein.

Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or briquetting projects or bio-oil projects

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the parties in this Consortium do hereby mutually agree as follows:

1. In consideration of the selection of the Consortium as the Successful Bidder(s) by UREDA, we the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s..... (Insert name of the Lead Member), shall act as the Lead Member as defined in the RfP for self and agent for and on behalf of (The names of all the other Members of the Consortium to be filled in here).
2. The Lead Member is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members.
3. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective equity obligations. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
4. *(Insert as applicable)* The Consortium shall be responsible to formulate a Project Company as a legal entity as per the provisions of the RfP, before signing of the PPA provided such a Project Company has not been incorporated by the Bidder prior to the submission of the Bid.

OR

The Consortium has incorporated a Project Company by the name (Insert name of the Project Company) to undertake the responsibilities and obligations for supply of power as per the provisions of the RfP Documents.

The percentage of equity holding of each Member of the Consortium in the Project Company shall be/is as follows:

Name	Percentage of equity holding in the Project Company
Party 1	
Party 2	
.....	
Party n	
Total	100%

(Note: The percentage equity holding for any Consortium Member in the Project cannot be Zero in the above table.)

Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or briquetting projects or bio-oil projects

5. In case of any breach of any of the equity investment commitment as specified under clause 4 above by any of the Consortium Members for the formation of the Project Company, the Lead Member shall be liable to meet the equity obligation.
6. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
7. It is further specifically agreed that the financial liability for equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.
8. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Dehradun alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
9. It is hereby agreed that the Lead Member shall furnish the Bid Bond, as stipulated in the RfP, on behalf of the Consortium.
10. It is hereby agreed that in case of selection of Bidding Consortium as the Successful Bidder(s), the Parties to this Consortium Agreement do hereby agree that they shall furnish the Contract Performance Guarantee on behalf of the Seller in favor of UREDA, as stipulated in the RfP and PPA. The Lead Member shall be responsible for ensuring the submission of the CPG on behalf of all the Consortium Members.
11. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Successful Bidder(s), shall remain valid over the term of the PPA, unless expressly agreed to the contrary by UPCL.
12. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RfP for the purposes of the Bid.
13. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Annexure-I forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the supply of power envisaged in the RfP Documents.
14. It is clearly agreed that the Lead Member shall ensure performance under the agreements and if one or more Consortium Members fail to perform its /their respective obligations under the agreement(s), the same shall be deemed to be a default by all the Consortium Members.

*Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or
briquetting projects or bio-oil projects*

15. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of UPCL.

This Consortium Agreement

- (a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party,
- (b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof;
- (c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of UPCL:

IN WITNESS WHEREOF, the Parties to the Consortium Agreement have, through their authorized representative, executed these presents and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

Common Seal of has been
affixed in my/our presence pursuant to the
Board of Director's resolution
dated.....

.....
(Signature)
Name:
Designation:.....

For and on behalf of Consortium Member
(party 1) M/s.....

.....
(Signature of authorized representatives)
Name:
Designation:
Place:
Date:
Witness¹:
1.
.....
(Signature)
Name
Designation.....
2.
.....
(Signature)
Name
Designation.....

¹ Separate witness for each Consortium Member should fill in the details.

*Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or
briquetting projects or bio-oil projects*

Common Seal of has been
affixed in my/our presence pursuant to the
Board of Director's resolution dated
.....

.....
(Signature)

Name:

Designation:.....

For and on behalf of Consortium
Member (Party n)
M/s.....

.....
(Signature of authorized
representatives)

Name:

Designation:

Place:

Date:

Witness²:

1.

.....
(Signature)

Name

Designation.....

2.

.....
(Signature)

Name

Designation.....

Attested:

.....

(Signature)

(Notary Public)

Place:

Date:

² Separate witness for each Consortium Member should fill in the details.

Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or briquetting projects or bio-oil projects

Format 4.4 (A): Qualification Requirement –Financial

[On the letter head on the Letter Head of the Bidding Company/ Lead Member]

To,

Director,
Uttarakhand Renewable Energy Development Agency,
Energy Park, Industrial Area, Patelnagar, Dehradun-248001
Phone: 0135-2521553
Fax: 0135-2521386
Email: pirul.uredahq@gmail.com
Website: <http://ureda.uk.gov.in>

Dear Madam/Sir,

Sub: Response to RfP for “Selection of developer(s) for setting of pine leaves and other biomass based power projects through tariff based competitive bidding process under “Policy for Power Generation from Pine Leaves and Other Biomass- 2018”

We submit our Bid for the total capacity of **KW** [Insert total offered capacity in KW] and the location of the project is [insert location of project, with forest compartment details] for which we submit details of our Qualification Requirements.

Our “Net Worth” as duly certified by our bankers or certificate from Chartered Accountant (on its letterhead) is **enclosed** with this letter/Format

Yours faithfully

(Signature & Name of the person Authorised

Date:

Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or briquetting projects or bio-oil projects

Format 4.4 (B): Qualification Requirement – Technical

(This format should be on the Letter Head of the Bidding Company/ Lead Member of the Bidding Consortium)

To,

**Director,
Uttarakhand Renewable Energy Development Agency,
Energy Park, Industrial Area, Patelnagar, Dehradun-248001
Phone: 0135-2521553
Fax: 0135-2521386
Email: pirul.uredahq@gmail.com
Website: <http://ureda.uk.gov.in>**

Dear Madam/Sir,

Sub: Response to RfP for “Selection of developer(s) for setting of pine leaves and other biomass based power projects through tariff based competitive bidding process under “Policy for Power Generation from Pine Leaves and Other Biomass- 2018”

We hereby submit following details/documents in support of meeting the Qualification Requirements prescribed in Clause 2.8.

Technical Criteria

Technology tie-up with the suppliers of plant and machinery. The proof of having technical tie-up with the suppliers of plant and machinery is enclosed with this letter/format.

Tie up would mean any of (i) MOU for Technology Transfer, (ii) Technology or document sale agreement, (iii) EPC Contract, (iv) Project specific assurance to support with design and construction of the plant.

The bidder is required to undertake to furnish evidence of meeting the above eligibility criteria in line with provisions of the RfP.

Yours faithfully

(Signature & Name of the person AuthorisedBy the board)

Date:

Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or briquetting projects or bio-oil projects

Format 4.5: Project Report Format

1. Details of the proposed site
2. Details of Pine leaves and other biomass availability, collection, storage and sustainable supply chain mechanism
3. Details of proposed capacity and expected energy generation
4. Details of proposed Gasifier technology including related equipments and their proposed cost
5. Proposed Transmission/Distribution system including details of the nearest substation etc
6. Details of Financial requirement with proposed equity and debt
7. Project Management and Monitoring Plan
8. Any other details

*Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or
briquetting projects or bio-oil projects*

Format 4.6: Financial Bid

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

Date: _____

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

Tel.#:

Fax#:

E-mail address#

To,

Director,
Uttarakhand Renewable Energy Development Agency,
Energy Park, Industrial Area, Patelnagar, Dehradun
Phone: 0135-2521553
Fax: 0135-2521386
Email: pirul.uredahq@gmail.com
Website: <http://ureda.uk.gov.in>

Sub: Financial Bid for Response to RfP for “Selection of developer(s) for setting of pine leaves and other biomass based power projects through tariff based competitive bidding process under “Policy for Power Generation from Pine Leaves and Other Biomass- 2018”

Dear Madam/Sir,

We give our unconditional Financial Bid in response of this RfP and RfP Documents issued by UREDA:

A. Project Capacity in kW		
B. Forest Compartment details		
C. Levellised Fixed Tariff Offered per kWh (Unit) for 20 years	Amount in Rs/kWH	
	In Figure	In Words

*Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or
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Dated the _____ day of _____, 20__

Thanking you,

Yours faithfully,

[Signature, Name and Designation of the Authorized Person]

Instructions:

1. The applicant should only quote levellised fixed tariff at the interconnection point in above format. The rate of variable charges for each year would be the same as determined by Hon'ble UERC from time to time.
2. The Quoted Fixed Tariff in Rs./kWH shall be provided up to three (3) decimal points.
3. The Levellised Quoted Fixed Tariff shall not be more than the rates specified by the UERC in "UERC (Tariff and Other Terms for Supply of Electricity from Renewable Energy Sources and non-fossil fuel based Co-generating Stations) Regulations, 2018" **(at present the levellised fixed tariff as determined by Hon'ble UERC is Rs 4.27 per Kwh).**
4. All pages of this Format shall be signed by the authorized signatory.
5. The contents of this format shall be clearly typed.
6. In case of any discrepancy in the rate(s) quoted in figure and words, the rates given in words shall be considered valid.

Annexure-1

MEMORANDUM OF UNDERSTANDING

(To be executed on Rs.200/- non-judicial stamp paper)

This MoU is made on this day of 201... as per the provision of Uttarakhand Policy for Energy Generation from Pine Litter and Other Biomass–2018 (hereinafter referred as “**Policy**”) between

..... (name of the eligible entity) through its
..... (name of the authorised signatory), registered under
.....(provide the category under which eligible entity falls as per the
eligible entities details given in clause 6.1 of the policy) having its registered office at
..... (hereinafter referred as “**Developer**”)

OR

..... (name of the joint venture/consortium firm) formed
between (name of the eligible entity), registered under
.....(provide the category under which eligible entity falls as per the
eligible entities details given in clause 6.1of the policy) through its (name of
authorized signatory) having its registered office at

And (name and address of the CBO of the identified area)
through its authorized signatory (hereinafter referred as
“**Developer**”)

AND

Uttarakhand Renewable energy Development Agency (UREDA) through its
.....(name of the officer of concerned district of UREDA) having its
project office at (address of the
concerned district office) and having its headquarter at Energy Park Campus, Industrial Area, Patel
Nagar, Dehradun- 248001, Uttarakhand (hereinafter referred to as “**UREDA**”)

AND

Department of Forest, Government of Uttarakhand through its
(name of the concerned DFO of the area or any other competent officer of forest department)
having its office at
.....
..... (hereinafter referred to as “**Forest Department**”)

*Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or
briquetting projects or bio-oil projects*

This Memorandum of Understanding (MoU) specifies a broad framework of responsibility, support and co-operation between Forest Department, UREDA and Developer for installation of KW Pine Litter and Other Biomass based power generation project.

1. Background

The developer has been allotted a KW Pine Litter and Other Biomass based power generation project by UREDA vide LoA (reference no. and dated) under Policy for Energy Generation from Pine Litter and Other Biomass–2018.

2. Implementation Schedule

- a) The developer shall obtain required statutory clearances and approvals (if any) for the proposed project within six months of issue of LoA.
- b) The developer shall achieve the financial closure with 10 (ten) months from the issue of LoA. Financial closure would imply firm commitments for financing the entire project with all pre-disbursement conditions having been fulfilled.
- c) The project shall be completed and made operational with a period of 18 months from the date of issue of LoA of the project.
- d) In case, the developer fails to obtain clearances/approvals or achieve the financial closure or commissioning of the project within stipulated time, UREDA may consider the cancelling the LoA and forfeiting the security deposit.

3. Role and responsibility of Developer

- i. The developer shall be required to seek approvals/clearances from various departments, such as, Pollution Control Board, Forest Department, Revenue Department, Van Panchayats, Industries Department, etc. before setting up the biomass based projects.
- ii. The developer shall install the allocated projects in pursuance to the standing orders and guidelines of forest department from time to time.
- iii. The developer shall be responsible for collection and storage of pine litter/other biomass and continuous operation of the project.

Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or briquetting projects or bio-oil projects

- iv. The arrangement of land required for installation, storage and other provisions, such as, evacuation of power, staff quarters, etc. will be made by the developers themselves.
- v. The developer shall insure the execution and operation of the project allotted under the policy.
- vi. The developer shall be responsible at his own expense for ensuring that the generation of energy from the Power plant in accordance with all legal requirements including the terms of all consents/clearances/permits and Prudent Utility Practices within the acceptable technical limits so as not to have an adverse effect on the UPCL Grid System, Forest department and environment.
- vii. UREDA/Forest Department/Government of Uttarakhand shall not be responsible for any claims arises from any loss or damage to property, project works, personal injury or death of person during the survey, execution, operation and maintenance of the project, collection of pine needles/biomass etc.
- viii. The admissible incentives as per the clause 11 of the policy will pass to the developer as soon as it is sanctioned /received from the concerned Department/Ministry/Organisation. UREDA/Forest department shall not be responsible for any delay or non-admissible of any of the incentives proposed in the policy.
- ix. It shall be the responsibility of the developer to implement the project as per the implementation schedule and in accordance with the Policy.

4. Role and responsibility of UREDA

UREDA will also act as nodal agency and will be responsible for:

- i. Monitoring & supervision during execution of the project.
- ii. Facilitating the project developers for getting required clearances.
- iii. Providing support for prevailing subsidies/incentives (if any) from central or state Government Department(s).

Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or briquetting projects or bio-oil projects

- iv. Provide necessary support in the training & capacity building for the developer on various issues related to setting-up of biomass based power generation/briquetting/bio-oil projects.
- v. Facilitating the project developers for obtaining all available incentives/benefits under the Policy for Energy Generation from Pine Litter and Other Biomass–2018.

5. Role and responsibility of Forest Department

The Department of Forest, GoUK will act the nodal agency and will be responsible for:

- i. Identification of area for collection of pine needle & provide permission to developer for collection of pine needle.
- ii. Provide permission to concerned Van Panchayats for collection of pine litter and other biomass from identified area as per the Section 26(2)a of Indian Forest Act 1927.
- iii. Act as monitoring agency for coordination between for Van Panchayats and concerned developer.
- iv. Collection of royalty fee of Rs. 20/- per MT as per the Government order – 6574/X-3-07-21(29)/2007 from the developer for evacuation of the pine needle.
- v. To collect and deposit the royalty (Rs. 20/- per ton) according to the Govt. Order for evacuation of yield from reserved and protected area apart from the area belongs to the Van Panchayat. According to the Govt. Order no. 1872/X-2-2016-21(9)/2015, no transit fee will be levy on the evacuation of the forest yield.
- vi. To ensure the deposition of fee collected as royalty (Rs. 20/- per ton) from Van Panchayat area into account of concerned Van Panchayat. This amount will be utilised as per the section 30 of Van Panchayat Niyamavali- 2005.
- vii. To facilitate villagers and developer for finalization of cost of collection of pine needle and other biomass.
- viii. To ensure that developer will not store the pine needle in the forest land. He will lift that material within in a week from the forest land so that no forest fire takes place.

Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or briquetting projects or bio-oil projects

The already exist road will be used for transportation of the pine needle and other biomass.

- ix. The responsibility for safety of pine needle and other biomass upto the collection point will be of concerned Van Panchayat.
- x. In case any dispute arise for forest yield, the concerned conservator of forest will be act as arbitrator. The decision of arbitrator will be agreed by all concerned parties.

6. Power to Remove Difficulties

All the parties shall comply with the provisions of this MoU and discharge the respective obligations. If any difficulty or disputes arises in giving effect to this MoU or policy, the Chief Secretary, GoUK is authorized to issue clarification as well as interpretation to such provisions, as may appear to be necessary for removing the difficulty or disputes either on its own motion or after hearing those parties who have represented for change in any provision.

7. Address for Communication

Forest Department	Uttarakhand Renewable energy Development Agency (UREDA)	Developer
Concerned DFO office address with ph. and email.id	Concerned District level Office of UREDA:

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed by their duly authorised officers on the date first written.

Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or briquetting projects or bio-oil projects

For and on behalf of Forest
Department

For and on behalf of
UREDA

For and on behalf of
Developer

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.....
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Witnesses:

- 1.
- 2.

Witnesses:

- 1.
- 2.

Witnesses:

- 1.
- 2.

*Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or
briquetting projects or bio-oil projects*

WHEREAS, the Generating Company is engaged in the business of Electric Power generation from Biomass Gasifier Power Plant situated at more particularly described in Annexure I attached hereto made a part hereof,

AND WHEREAS, **UPCL** is a distribution licensee operating in the State of Uttarakhand, and has license to supply power in entire State

AND

WHEREAS the Generating Company has undertaken to implement the power project by installing plant and equipment having installed capacity of

AND WHEREAS, the Generating Company desires to sell the **entireKW power** scheduled to be generated in the Generating Company's facility.

AND

UPCL agrees to purchase **entire KW power** generated from such capacity by the Generating Company for sale, under the terms and conditions set forth herein, and

WHEREAS the Generating Company agrees to purchase power for its auxiliaries from UPCL in a situation when the Generating Company is not in a position to generate electricity to meet the requirement of its own use or for start up the plant and UPCL agrees to supply such power to plant as per Regulation 45 of the Uttarakhand Electricity Regulatory Commission as provided in Uttarakhand Electricity Regulatory Commission (Tariff and other terms for supply of Electricity from Renewable Energy Sources and non-fossil fuel based co-generating stations) Regulations, 2013, and

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

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

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

1. Definitions

Other than those defined below, the words/expressions used in this agreement, unless repugnant to the context, shall have the meaning assigned to them in the Electricity Act, 2003, Uttarakhand State Grid Code, as amended from time to time, Uttarakhand Electricity Regulatory Commission (Tariff and Other Terms for Supply of Electricity from Renewable Energy Sources and non-fossil fuel based Co-generating Stations)

Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or briquetting projects or bio-oil projects

Regulations, 2013 as amended from time to time, and the rules framed there under. The words/expressions listed below shall have the meanings respectively assigned hereunder.

- 1.1 'Bill Meter' means Import and Export Meter on the basis of which energy bills shall be raised by the Generating Company/UPCL.
- 1.2 'Check Meter' means Import and Export Meter for performing a check on the accuracy of the Bill Meter.
- 1.3 **'Date of commercial operation or Commissioning (COD)'-in relation to a unit means the date declared by the generator on achieving maximum continuous rating through a successful trial run and in relation to the generating station, the date of commercial operation means the date of commercial operation of the last unit or block of generating station and expression 'commissioning' shall be construed accordingly. In case of small hydro plants the date of commissioning shall, however, not be linked to achieving maximum continuous rating, but the generator will have to demonstrate the same within three years of commissioning.**
- 1.4 'Export Meter' means Bill Meter installed at interconnection point for measurement of Active Energy, Maximum demand and Power factor for Energy exported to the Generating Company's Biomass Gasifier Power plant from UPCL
- 1.5 'Energy Account Month' means period from 00 hrs of 1st day to 00 hrs of last day of the billing month.
- 1.6 'Sub Station' means owned maintained and operated by Uttarakhand Power Corporation Ltd. (UPCL).
- 1.7 'Import Meter' means Bill Meter installed at interconnection point for Measurement of Active Energy, Maximum demand and Power factor for Energy imported from the Generating Company's Biomass Gasifier Power plant **through** to UPCL.
- 1.8 'Bill' means a bill raised, that includes all charges to be paid by UPCL with respect to sale of power by the generating company to UPCL.
- 1.9 'State Transmission Utility (STU)' means Power Transmission Corporation of Uttarakhand Limited (PTCUL) being the Government Company specified so by the Government of Uttarakhand.
- 1.10 'TOD' means "Time of day", for the purpose of Metering.
- 1.11 'UERC' means the Uttarakhand Electricity Regulatory Commission.

Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or briquetting projects or bio-oil projects

- 1.12 'Wheeling' means the operation whereby the distribution system and associated facilities of a transmission licensee or distribution licensee, as the case may be, are used by another person for the conveyance of electricity on payment of charges to be determined under section 62 of the Electricity Act 2003.
- 1.13 'Regulations' means the Uttarakhand Electricity Regulatory Commission (Tariff and Other Terms for Supply of Electricity from Renewable Energy Sources and non-fossil fuel based co-generating stations) Regulations, 2013 as amended from time to time.
- 1.14 'State Grid Code (SGC)' means the Uttarakhand Electricity Regulatory Commission (State Grid Code) Regulations, 2007 specified under clause(h) of subsection(1) of section 86 of the Act by Uttarakhand Electricity Regulatory Commission.
- 1.15 'Interconnection Point' shall mean interface point of renewable energy generating facility with the transmission system or the distribution system which shall be line isolator on outgoing feeder on HV side of generator transformer.
- 1.16 'Commission' means the Uttarakhand Electricity Regulatory Commission (UERC).

2. POWER PURCHASE AND SALE

- 2.1 UPCL shall accept and purchase **..KW (plus 10% overloading) of power** made available to UPCL system from the Biomass Gasifier using Pine Needle as fuel at the levelised rate specified by Uttarakhand Electricity Regulatory Commission as provided in Uttarakhand Electricity Regulatory Commission (Tariff and other terms for supply of Electricity from Renewable Energy Sources and non-fossil fuel based co-generating stations) Regulations, 2013 as amended from time to time based on sources and technologies as mentioned at point no. (iv) below:-
- i) Small Hydro with capacity upto 25 MW.
 - ii) Wind
 - iii) Solar including its integration with combined cycle
 - iv) **Biomass/Biogas**
 - v) Bagasse based cogeneration as per MNRE guidelines.
 - vi) Urban/Municipal waste, or
 - vii) Any new source of technology which would qualify as 'Renewable Energy' only after approval of Commission based on the Ministry of Non-conventional Energy Sources (MNRE) approval in accordance with the terms and conditions of this agreement.
- 2.2 Energy accounting for supply of electricity by UPCL to the Generating Company shall be as per Regulation 44 of the Uttarakhand Electricity Regulatory Commission as provided in Uttarakhand Electricity Regulatory Commission (Tariff and other terms

Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or briquetting projects or bio-oil projects

for supply of Electricity from Renewable Energy Sources and non-fossil fuel based co-generating stations) Regulations, 2013.

- 2.3 The Generating Company and UPCL shall comply with all the regulations issued by UERC from time to time including but not limited to Uttarakhand Electricity Grid Code, Open Access Regulations, SLDC Regulations to the extent they are applicable to them.

3 MAINTENANCE REQUIREMENT OF THE GENERATING COMPANY

- 3.1 The Generating Company's annual maintenance schedule shall normally be from January to February. The Generating Company shall inform in writing to UPCL regarding the maintenance schedule in accordance with provisions of the SGC as revised by the Commission from time to time at least one month in advance.
- 3.2 Environmental Clearance and compliance of environmental standards shall be the sole responsibility of the Generating Company.

4. SUPPLY SCHEDULE

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

5. BILLING PROCEDURE AND PAYMENTS

- 5.1 The Generating Company shall raise monthly bill, based on the monthly Joint Meter Reading with help of MRI of the Bill Meter installed at interconnection point along with the detailed MRI Report of the Meter at the time of reading and Load Survey data of previous 35 days. The MRI report should also be certified by the representative of UPCL.
- 5.2 The Monthly Bill in triplicate along with supported documents viz. Joint Meter Readings and the MRI document (Bill & Check Meter) duly signed by Executive Engineer (Distribution), Executive Engineer (Test), UPCL and Executive Engineer (Transmission) of the concerned division with load survey data of previous 35 days raised by the Generating Company shall be delivered to UPCL at office of Chief Engineer (Comml.), Gabar Singh Bhawan, Kanwali Road, Dehradun on or before the fifth (5th) working day of the following month hereinafter called the **Monthly Bill date**.
- 5.3 UPCL shall make full payment against such Monthly Bills to the Generating Company from the date of the receipt of original monthly bill with complete documents with following rebate options:-
- i. For payment of bills through the letter of credit on presentation, a rebate of 2% shall be allowed.
 - ii. Where payments are made by a mode other than through the letter of credit but within a period of one month of presentation of bills by the generating company, a rebate of 1% shall be allowed.
- 5.4 For default in payment beyond 60 days from the billing, **a surcharge at the rate of 1.25(% percent per month** or part thereof shall be levied on the billed amount.

Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or briquetting projects or bio-oil projects

- 5.5 The bills raised by the Generating Company shall be paid in full subject to the conditions that:-
- (i) There is no apparent arithmetical error in the bill(s).
 - (ii) The bill(s) is/are claimed as per tariff referred to in Para 2 of this agreement. They are in accordance with the energy account referred to in Para 14 of this agreement.
- 5.6 In case of any dispute regarding the bill raised by the Generating Company, UPCL shall file a written objection with the Generating Company within fifteen days of receipt of the bill giving full particulars of the disputed item(s), with full details/data and reasons of dispute and amount disputed against each item. The Generating Company shall resolve the above dispute(s) with UPCL within 30 working days.
- 5.7 In case, the dispute is not resolved within 30 working days as provided in para 5.7 above, and in the event it is decided to proceed with the Arbitration as provided in para 22 of this agreement, then UPCL shall pay 100% of the disputed amount forthwith and refer the dispute for arbitration as provided in this agreement. The amount of excess/ shortfall with respect to the said disputed amount on final award of arbitration shall be paid/ adjusted but in case of excess, the adjustment shall be made with interest at rate 1.25% per month from the date on which the amount in dispute was refundable by the generating company to UPCL.

6. PARALLEL OPERATIONS

As per the connection agreement **33 Kv Sub-Station**owned, maintained and operated by **UPCL** shall allow the Generating company to interconnect its facility and operate in parallel with **STU** system, subject to the provisions of this Agreement, Electricity Act, 2003 and the SGC as amended from time to time.

7. GENERATION FACILITIES OWNED AND OPERATED BY THE GENERATING COMPANY

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

electricity industry. The Generating Company's operation and Maintenance schedules and staffing shall be adequate to meet such standards at all times.

- 7.5 UPCL shall follow such operating procedures on its side of the electric interconnection point with the Generating Company, as required to receive Power from the Generating Company's facility, without avoidable interruptions or adverse consequences on the Generating Company, and consistent with applicable laws, rules and regulations, and the terms and conditions of this Agreement.

8. INTERCONNECTION FACILITIES

- 8.1 Interconnection Facilities means all the facilities which shall include without limitations, **33 Kv Sub-Station, owned, maintained and operated by UPCL**, switching equipment, communication, protection, control, meters and metering devices etc, for the incoming bay(s) for the Project Line(s) to be installed and maintained by Generating Company at the cost to be borne by the Generating company, to enable the evacuation of electrical output from the project in accordance with the Agreement.
- 8.2 Power from the Generating Company shall be transmitted through nearest feasible LT/HT Line to **33 Kv Sub-Station, owned, maintained and to be operated by UPCL**.
- 8.3 **The cost of laying the dedicated transmission line from the Generating Company to the 33 Kv Sub-Station, owned, maintained and to be operated by UPCL**, the required bay, terminal equipments and associated synchronization equipments, etc **shall be borne as per clause 39 (2) of UERC regulation 2013**.
- 8.4 Technical standards for construction of electrical lines and connectivity with the grid shall be as per clause 39 (1) of UERC regulation 2013.
- 8.5 **Maintenance of terminal equipment at the generating end and the dedicated transmission line** owned by such generating station shall be governed by **clause 40 of UERC regulation 2013**.
- 8.6 Any work to be done by the Generating Company shall be taken up only with a specific approval and on the basis of approved drawings and specifications from UPCL and in compliance with the safety requirements as per the SGC. On the completion of work, final approval shall be obtained from UPCL before charging the line. The Generating Company would obtain all statutory clearances/approvals required for this purpose.
- 8.7 The Generating Company shall consult UPCL on the scheme of protection of the interconnecting line(s) and the facilities at both end and accordingly provide the equipment at both ends. The protection system, installed by the Generating Company, shall be checked by UPCL.
- 8.8 Without limiting the foregoing, the Generating Company and UPCL shall, operate and maintain the interconnection and parallel operation facility in accordance with accepted good engineering practices in the electricity industry and the State Grid Code Regulations, CEA(Safety requirement of construction, Operation & Maintenance of Electrical Plants and Electric Lines) Regulation, 2011,

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CEA(Technical Standard for constructions of Electric Plants and Electric Lines) Regulations,2010 ,CEA(Technical Standard Connectivity in the Grid) Regulations,2007 & CEA(Measures relating to safety and Electric Supply) Regulations,2010 read with their amended from time to time and directions of Director Electrical Safety (GOU) and Safety requirements as specified by the Authority under section 53 of the Indian Electricity Act, 2003.

- 8.9 The interconnection facilities, to be provided by the Generating Company are set forth in Annexure IV attached hereto and made a part hereof.

9. PROTECTIVE EQUIPMENT & INTERLOCKING

- 9.1 The interconnection facilities shall include necessary protective equipment and interlocking devices, which shall be so coordinated that any malfunctioning or abnormality in the generators or in the bus of the Generating Company shall not adversely reflect on or affect UPCL's grid system. In event of any malfunctioning or abnormality, the system shall be designed to ensure that the Generating Company's breaker trips first to protect the equipment. Prior to adopting it the Generating Company shall obtain approval of UPCL for the protection logic of the generator system and the synchronization scheme.
- 9.2 The generating company shall install necessary equipment to eliminate feeding of reverse power from the grid to the generating company's system in absence of any agreement for purchase of power with UPCL.

10. TECHNICAL ASSISTANCE BY UPCL & GENERATING COMPANY'S RESPONSIBILITY

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

11. ARRANGEMENTS AT THE POINT OF SUPPLY

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

12. SYNCHRONISATION

- 12.1 The Generating Company shall give UPCL at least sixty (60) days advance written notice of the date on which it intends to synchronize a unit of the plant with the grid system, to the **Nodal Officer of UPCL (Executive Engineer, Electricity**

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Distribution Division,) with the copy to the higher officials of UPCL and UERC. The authorized representative of the Generating Company and the Nodal Officer of UPCL shall inspect the unit which the Generating Company intends to synchronize to the Grid System within Seven days after being notified in writing by the Generating Company about the readiness of the unit for the synchronization with the grid.

- 12.2 The Generating Company shall synchronize its power generating set in consultation with the **Executive Engineer, Electricity Distribution Division,** **Uttarakhand** of UPCL and as per provisions of the SGC as amended from time to time.
- 12.3 UPCL shall not be responsible for the damage, if any, caused to the plant and equipment of the Generating Company due to failure of the synchronizing or the protective system provided by the Generating Company.

13. LIASON WITH & ASSISTANCE FROM UPCL

The Generating Company shall closely liaise with the **Nodal Officer (Electricity Distribution Division....., Uttarakhand)** of UPCL and shall inform the date of commencement of delivery of power to the **designated officials (Electricity Distribution Division,** **Uttarakhand)** of UPCL one month in advance and also arrange for testing and commissioning of the protection system at least 15 days in advance. If requested by the Generating Company, UPCL shall extend assistance for testing, subject to the condition that the Generating Company shall pay the charges for such assistance to UPCL, if so indicated by the concerned Testing Division of UPCL in accordance with the Regulation. The Generating Company shall conduct Commissioning tests in presence of designated officials of UPCL and submit the testing results to UPCL and UERC.

14. METERING

- 14.1 The Generating Company shall supply two identical sets of AMR compliant meters, having data recording memory of at least 35 days, with the facility for downloading data to measure the quantity and time details of the Power exported from and imported by the Generating Company, conforming to the specifications approved by UPCL, along with all necessary associated equipments. These meters shall be installed and maintained by UPCL. **These meters shall be installed at the interconnection point.** One set of export/import meters shall be termed as Bill Meter and other set will serve as the Check Meter. The complete metering system consisting of meters, Current Transformers & Potential Transformers shall conform to the technical standards, accuracy and calibration requirements of the Indian Electricity Rules and the specifications of the Bureau of Indian Standard and CEA (Installation & Operation of Meters) Regulation, 2006 and Uttarakhand Electricity Regulatory Commission (Tariff and Other Terms for Supply of Electricity from Renewable Energy Sources and non-fossil fuel based Co-generating Stations) Regulations, 2013 as amended from time to time.
- 14.2 The joint meter readings shall be recorded in the format given in Annexure V & VI.

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- 14.3 The Meter/Metering system shall be properly sealed and made pilfer proof, to the satisfaction of both parties conforming to the guidelines of CEA for installation of meters.
- 14.4 UPCL shall test all the metering equipment for accuracy, in the presence of a representative of the Generating Company, after every six months while the agreement is in force, either party may, however, elect to get the meters tested at any time they so desire, at their own cost, in the presence of the other party. **These meters shall be tested at average power factor of the generating company at test Lab of UPCL, Dehradun.**
- 14.5 UPCL's designated representative and the representative of the Generating Company shall jointly certify the meter test results. After every testing all metering equipment and the Metering system shall be securely sealed jointly by the representatives of UPCL and the Generating Company.
- 14.6 The reading and testing of meters and associated equipment shall be in accordance with accepted good engineering practices in the electricity industry.
- 14.7 Calibration, inspection and testing of meters and the associated equipment shall be the responsibility of UPCL who shall bear the related costs.
- 14.8 Meter readings shall be taken jointly by parties as per the annexure V and VI.
- 14.9 The reading/MRI report of the Bill Meter shall form the basis for the energy account, provided that the magnitude (i.e. absolute value) of the difference between the Check and Bill Meter reading is within **0.4 %** of the Bill Meter reading.
- 14.10 If in any month the readings of the Bill Meter and Check Meter are found to be doubtful or beyond the permissible **0.4 %** deviation indicated above, both sets of meters shall be checked and calibrated in the presence of authorized representatives of both the parties. Corrections shall be made, if required, on the basis of the error detected during this process, in the Monthly Bill for the period between the previous meter readings and the date and time from which accurate readings become available through replacement or re-calibration. These corrections shall be full and final for the Bill of that month.
- 14.11 During the period of checking and calibration of both meters simultaneously another export and import meter duly calibrated would be installed by UPCL. For this purpose, one spare set of meters would be required to be available with the Generating Company at all times.
- 14.12 The Cost of Replacement of Damaged/Burned Meter shall be borne by the generating company, in case bill meter or check meter or both get Damaged/Burned for whatsoever reason.
- 14.13 If the Bill Meter is found to be defective, and the Check meter is found to be accurate then the reading from the latter shall be used for billing purpose and the Bill meters would be re-calibrated and re-installed or replaced by duly tested and calibrated meters, as necessary. Where error in the Check Meter is indicated beyond permissible limit but there is no error in the Bill Meter, Monthly energy account would be prepared on the basis of the Bill Meter reading and the Check Meter shall be immediately re-calibrated and re-installed or replaced as necessary. If both meters are found to be defective, then the Bill will be revised on the basis of the inaccuracy

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discovered in the testing. The M.R.I. document from the meters shall be considered as authentic document for verification.

- 14.14 Metering at generating terminal of each unit of the Generating Company shall be ensured as per the guidelines of the CEA.

15. ACCEPTANCE AND APPROVAL OF UPCL

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

16. CONTINUITY OF SERVICE

16.1 The supply of electricity by the Generating Company shall be governed by instructions from the State load dispatch centre, as per the provisions of the SGC as amended from time to time. However, UPCL may require the Generating Company to temporarily curtail or interrupt deliveries of power only when necessary in the following circumstances:-

- a. Repair and/or Replacement and/or Removal of UPCL's equipment or any part of its system that is associated with the Generating Company's facility; and/or
- b. Endangerment of Safety: If UPCL determines that the continued operation of the facility may endanger the safety of UPCL's personnel or integrity of UPCL's electric system, or have an adverse effect on the provision of electricity to UPCL's other consumers/customers; and/or
- c. Force Majeure Conditions as defined in para 25 below

16.2 Before disconnecting the Generating Company from **UPCL** system, **UPCL** shall, except in the case of an emergent situation, give advance intimation to the Generating Company through telephone/wireless or through other means of communication along with reasons for disconnection, and the likely period of the disconnection. However, subsequent to disconnection, **UPCL** shall immediately notify the Generating Company by telephone and confirm in writing the reasons for, and the likely period of, disconnection. During the period so notified **UPCL** shall not be obligated to accept or pay for any power from the Generating Company.

16.3 In any such event as described above, UPCL shall take all reasonable steps to minimize the frequency and duration of such interruptions, curtailments, or reductions.

16.4 UPCL shall avoid scheduling any event described in 16.1 above, to the extent reasonably practical, during the Generating Company's operations. Where the scheduling of such an event during the Generating Company's operations cannot be avoided, UPCL shall provide the Generating Company with fifteen days advance notice in writing to enable the Generating Company to cease delivery of Power to UPCL at the scheduled time.

16.5 In order to allow the Generating Company's facility to remain on-line and to minimize interruptions to Generating Company operations, the Generating Company may provide automatic equipment that will isolate the Generating Company's facility from UPCL system during major system disturbances.

17. DAILY/MONTHLY/ANNUAL REPORT

The Generating Company shall submit daily/monthly/annual and other reports on the format, and as per the procedure, specified in the SGC as amended from time to time and under the Regulations or as desired by the UPCL.

18. CLEARANCES, PERMITS AND LICENSES

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

19. DURATION

- 19.1 Unless terminated by default described in clause 20 below, this agreement shall be valid till the expiry of **20 years** from the date of commercial operation of the project.
- 19.2 The agreement may be renewed or extended for such period as may be mutually agreed between the Generating Company and UPCL on expiry of initial term described at 19.1 above.
- 19.3 UPCL reserves the first right of purchase after the expiry of initial term of PPA.

20. EVENTS OF DEFAULT AND TERMINATION

- 20.1 The occurrence of any of the following events at any time during the term of this agreement shall constitute a default by the Generating Company
 - a. Failure on the part of the Generating Company to use reasonable diligence in operating, maintaining, or repairing the Generating Company's facility, such that the safety of persons and property, UPCL's equipment, or UPCL's service to others is adversely affected; or
 - b. Failure or refusal by the Generating Company to perform its material obligations under this agreement; or
 - c. Abandonment of its interconnection facilities by the Generating Company or the discontinuance by the Generating Company of services covered under this agreement, unless such discontinuance is caused by force majeure, or an event of default by UPCL, or
 - d. Failure by the Generating Company to abide by all statutory provisions, rules, regulations, directions and conditions for installation, operation, and supply of power and maintenance of units etc., enforced from time to time by the Union/State Government, UERC or other empowered authorities, including compliance with the SGC, or
 - e. Failure by the Generating Company to pay UPCL any amount payable and due under this agreement within sixty (60) working days of the demand being raised.

20.2 The occurrence of any of the following at any time during the term of this agreement shall constitute a default by UPCL: -

- a. Failure to pay to the Generating Company any amount payable and due under this agreement within sixty (60) working days of the receipt of the complete monthly purchase bill as defined in para 5 of this agreement; or
- b. Failure to use reasonable diligence in operating, maintaining; or repairing UPCL's interconnection facilities, such that the safety of persons or property in general, or the generators company equipment or personal are adversely affected; or
- c. Failure or refusal by UPCL to perform its material obligations under this agreement; or
- d. Abandonment of its interconnection facilities by **UPCL** or the discontinuance by UPCL of services covered under this agreement, unless such discontinuance is caused by force majeure or an event of default by the Generating Company.
- e. Except for failure to make any payment due, within sixty (60) working days of receipt of the monthly purchase bill, if an event of default by including nonpayment of bills either party extends beyond a period of sixty (60) working days after receipt of written notice of such event of default from the non-defaulting party, then the non-defaulting party may, at its option, terminate this agreement by delivering written notice of such termination to the party in default.
- f. Failure by either UPCL or the Generating Company to exercise any of its rights under this agreement shall not constitute a waiver of such rights. Neither party shall be deemed to have waived the performance of any obligation by the other party under this agreement, unless such a waiver has specifically been made in writing and approved by the UERC.

20.3 UPCL reserves the right to terminate this agreement upon one months notice to the Generating Company, if the Generating Company's facility fails to commence production of electric power within three months from the planned commercial operation date mentioned in Annexure 1.

21. COMMUNICATION

In order to have effective co-ordination between UPCL and the Generating Company, a designated official shall be kept on duty round the clock by the Generating Company and UPCL in their respective premises, with information to each other about the name, location, telephone number etc., of the official. Without prejudice to discharge of their rightful duties by others, this duty official shall take necessary action on receiving information about developments from the other party. The Generating Company, shall provide reliable and effective communication through wireless/hotline etc., between the Generating Company & the interconnecting substation of **UPCL** and between the Generating Company and the SLDC and UPCL. The Generating Company shall make

provision for an RTU for remote monitoring of voltage, current and other related electrical parameters, as may be required by the UPCL and also for AMR facility.

22. DISPUTES AND ARBITRATION

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

- a. **Executive Engineer, Electricity Distribution Division,**on behalf of UPCL, and the **authorized representative of the Generating Company** would be empowered to indicate explicitly the nature and material particulars of the dispute/ dissatisfaction and the relief sought and serve notice thereof on the other, with copy to the UPCL's **Superintending Engineer, Electricity Distribution Circle, Roorkee**, under whose jurisdiction the Generating Company plant is located.
- b. On receiving such information, the **Superintending Engineer, Electricity Distribution Circle, Roorkee** of UPCL in which the Generating Company is located, shall be required to personally meet the **authorized representative of the Generating Company** and the **Executive Engineer, Electricity Distribution Division,**at his own office, separately and/or together, within 15 (Fifteen) days of the date of receipt of such notice, and attempt in good faith to resolve the dispute to the mutual satisfaction of the two parties, within the stipulations dictated by the letter and spirit of the agreement.
- c. If the dispute is not resolved by way of a settlement being arrived at and duly signed by each of the above officers within (30) thirty days of the date of receipt of the notice described in clause (a) above, the matter may be referred by either or both the above designated officers of the two parties to the UPCL's **Chief Engineer (Comml.), UPCL, Gabar Singh Bhawan, Kanwali Road, Dehradun** with information to the **Chief Executive of the Generating Company**. Within 15 days of receipt of such notice, the **Chief Engineer (Comml.)** and the **Chief Executive of the Generating Company** would be required to meet at the formers office and endeavor to settle the dispute within a further period of (30) thirty days i.e. within a total period of 45 (forty Five) days from the initial date of receipt of the notice by the **Superintending Engineer, EDC,.....**
- d. If the said dispute/dissatisfaction remains unresolved, either party can file a petition before UERC, whose decision will be final and binding on both the parties. UERC shall be empowered to determine the exact nature and modalities of the procedure to be adopted in resolving the matter.

23. INDEMNIFICATION

23.1 The Generating Company shall indemnify, defend, and render harm free, UPCL, its members, directors, officers, employees and agents, and their respective heirs, successors, legal representatives and assignees, from and against any and all liabilities, damages, costs, expenses (including attorneys fees), losses, claims, demands, action, causes of action, suits and proceedings of every kind, including

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those for damage to property of any person or entity (including the Generating Company) and/or for injury to or death of any person (including the Generating Company's employees and agents), which directly or indirectly result from or arise out of or in connection with negligence or willful misconduct of the Generating Company.

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

24. ASSIGNMENT

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

25. FORCE MAJEURE

25.1 If any party hereto is wholly or partially prevented from performing any of its obligations under this agreement by reason of or due to lightning, earthquake, riots, fire, floods, invasion, insurrection, rebellion, mutiny, tidal wave, civil unrest, epidemics, explosion, the order of any court, judge or civil authority, change in State or National law, war, any act of God or a public enemy, or any other similar or dissimilar cause reasonably beyond its exclusive control and not attributable to its neglect, then in any such event, such party shall be excused from whatever performance is prevented by such event, to the extent so prevented, and such party shall not be liable for any damage, sanction or loss for not performing such obligations.

25.2 The party invoking this clause shall satisfy the other party of the occurrence of such an event and give written notice explaining the circumstances, within seven days to the other party and take all possible steps to revert to normal conditions at the earliest.

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

26. AUTHORITY TO EXECUTE

Each respective party represents and warrants as follows:

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

27. LIABILITY AND DEDICATION

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

27.2 No undertaking by one party to the other under any provision of this Agreement shall constitute the dedication of that party's system or any portion thereof to the other party or to the public; or affect the status of UPCL as a public utility or constitute the Generating Company or the Generating Company's facility as a public utility.

28. NODAL AGENCY OF UPCL

The **Executive Engineer, Electricity Distribution Division, Pithoragarh UPCL** shall act as a nodal agency for implementing this Agreement.

29. AMENDMENTS

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

30. BINDING EFFECT

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

31. NOTICES

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

UPCL:
**Chief Engineer (Comml.),
Uttarakhand Power Corporation Limited,
Gabar Singh Bhawan, Kanwali Road,
Dehradun -248001,
Uttarakhand.**

GENERATING COMPANY:

M/s,
.....

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

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

32. EFFECT OF SECTION AND ANNEXURE HEADINGS

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

33. NON-WAIVER

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

34. RELATIONSHIP OF THE PARTIES

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

35. ENTIRE AGREEMENT

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

36. GOVERNING LAW

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

37. NO PARTY DEEMED DRAFTER

The parties agree that no party shall be deemed to be the drafter of this Agreement and that in the event this Agreement is ever construed by arbitrators or by a court of law, no

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inference shall be drawn against either party on account of this Agreement or any provision hereof being drafted by them. UPCL and the Generating Company acknowledge that both parties have contributed substantially and materially to the preparation of this agreement.

38. APPROVALS

Wherever approvals from either UPCL or the Generating Company are required in this Agreement it is understood that such approvals shall not be unreasonably withheld.

39. ANNEXURES

ANNEXURES I to VIII WOULD FORM PART OF THIS AGREEMENT.

40. STANDARD FOR DECISION MAKING

40.1 All operational decisions or approvals that are to be made at the discretion of either UPCL or the Generating Company, pursuant to the terms of this agreement, including specifications and design criteria etc., shall be made or performed according to good engineering practices prevailing in the electricity industry.

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

IN WITNESS:

WHEREOF, UPCL and the Generating Company have executed this agreement as of the..... **day of** **in the year 2016.**

FOR THE GENERATING COMPANY:

Name: Mr.

Designation:

FOR UPCL

Name:

Designation: **SE, (Coml.)**

Uttarakhand Power Corporation Ltd.
Gabar Singh Bhawan, Kanwali Road,
Dehradun-248001,
Uttarakhand.

WITNESSED BY:

WITNESSED BY:

THE GENERATING COMPANY'S GENERATION FACILITIES

1. THE GENERATING COMPANY:

NAME : M/s,
LOCATION :
CHIEF EXECUTIVE :
CONTACT PERSON :
MAILING ADDRESS :
TELEPHONE NUMBER :
FAX NUMBER :
EMERGENCY TELEPHONE NUMBER :

2. GENERATING EQUIPMENT:

BOILERS (TYPE) : None.

TURBO-GENERATOR SETS : None

GENERATION VOLTAGE : 415 V
SPEED : 1500 RPM
TYPE OF GOVERNOR : Manual

TRANSFORMER : None

FIRST SYNCRONISATION WITH
33 KV LINE :

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(INITIAL OPERATION DATE) : (planned)

TRANSMISSION LINE : 415 V.LT

EXPECTED COMMERCIAL OPERATION DATE : (planned)

3. STIPULATIONS RELATING TO THE FACILITIES:

3.1 For the purpose of this agreement the Generating company's facility includes all real estate, fixtures, and property owned, controlled, operated or managed by the Generating Company in connection with or to facilitate generation, transmission, delivery, or furnishing of electricity or required to interconnect and deliver the electricity to UPCL's system.

(Explanation: A single-line diagram relay list and trip Scheme of the Generating Company's facility, reviewed and accepted by UPCL at the time the Agreement is signed, shall be attached to this agreement and made part hereof. The single-line diagram, relay list, and trip scheme shall expressly identify the point of electrical interconnection of the Generating Company's facility to UPCL system. Material changes or additions to the Generating Company's generating and interconnection facilities reflected in the single-line diagram relay list, and trip scheme shall be approved by UPCL.

3.2 The Generating Company shall furnish, install, operate and maintain facilities such as breakers, relays, switches, synchronizing equipment, monitoring equipment, and control and protective devices as suitable for parallel operation with UPCL's system and acceptable to UPCL. Such facilities shall be accessible to authorized UPCL personnel for inspection, with prior intimation to the Generating Company

3.3 The Generating Company shall furnish, in accordance with UPCL's requirements, all conductors, service switches, fuses, meter sockets, meter and instrument transformer housings and mountings, switches, meter buses, meter panels, and similar devices required for the service connection and meter installation at UPCL/generating company premises. This equipment shall be installed and Commissioned by UPCL.

3.4 UPCL shall review and approve the design drawings and Bill of Material for the Generating Company's electrical equipment, required to interconnect with UPCL's system. The type of electrical equipment, the type of protective relaying equipment and the settings affecting the reliability and safety of operation of UPCL and the Generating Company's interconnected system shall be approved by UPCL. UPCL at its option, may request review of operation of the control, synchronizing, and protection schemes.

Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or briquetting projects or bio-oil projects

3.5 The Generating Company shall provide a manual isolating device, which provides a visible break to separate the Generating Company's facilities from UPCL's system. Such a disconnecting device shall be lockable in the OPEN position and be readily accessible to UPCL personnel at all times.

4. Operating Procedures:

4.1 The Generating Company shall operate its plant when interconnected with the grid as per the procedure given in the SGC as amended from time to time. The overall responsibility of operation and implementation of the SGC rests with the State Load Dispatch Centre and the State Transmission Utility under the provisions of the Indian Electricity Act, 2003.

4.2 The Generating Company's normal weekly Maintenance shall be carried out one day in a week.

4.3 The Generating Company shall notify UPCL's interconnecting sub station and SLDC prior to synchronizing a generator on to or taking a generator off of the system. Such notification should be given in accordance with the conditions of this agreement.

1.0 Sale and Accounting for Power

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

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PPA ANNEXURE- III

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<p>INVOICE</p> <p>For the Month of.....</p>

Name of the Buyer: UPCL	Name of the Generating)	
	Company:	
Address :	Address:	
Town	Town	
District:	District: .	
PIN Code	PIN Code	
Tel Fax.....	Tel	Fax

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1. Energy supplied (KWH)			
2. Energy for payment (KWH)			
OTHER CHARGES			
Less:			
Add:			
SUBTOTAL			

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TOTAL DUE

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

Authorized Representative

Generating Company

Verified by:

Authorized Representative

UPCL

INTERCONNECTION FACILITIES PROVIDED BY THE GENERATING. COMPANY

LINE BAY/S

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

SYNCHRONISATION & PROTECTION FACILITIES:

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

PROTECTION FOR INTERNAL FAULTS

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

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PROTECTION AGAINST GRID FAULTS

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

PROTECTION AGAINST GRID DISTURBANCES

ITEMS	PROVIDED	NOT PROVIDED
Under Frequency Over Frequency Pole Slip		

BILL METER READINGS OF GENERATING COMPANY

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

Name of the Generating Company and Facility:

Place: Taluka: District: State

Meter No. :

C.T. Ratio Available /Connected:

P.T. Ratio Available /Connected:

Scale Factor (If any):-

Multiplying Factor (MF):

Billing Meter Make / Number:

Meter Readings:

	Export Meter Reading	Import Meter Reading
<u>KWh</u> Previous Reading		

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Current Reading		
Difference		
Difference X Multiplying Factor		

EE EDD

EE (Test)

Authorized Representative

Authorized Representative

UPCL

Generating Company

Date:

Notes:

1. The Generating Company shall maintain a daily log to record the hourly generation and supply in kWh along with the schedule given by the UPCL's Dispatcher.
2. If the meter is changed, the reason/s, date, time of meter change and new meter make and number must be recorded by both parties.
3. MRI Document of the Bill Meter shall be taken at the time of the Joint Meter Reading.

CHECK METER READING OF GENERATING COMPANY

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

Name of the Generating Company and Facility:-

Place: Taluka: District: State:-

Meter No. :

C.T. Ratio Available /Connected:

P.T. Ratio Available /Connected:

Scale Factor (If any):

Multiplying Factor (MF):

Billing Meter Make/Number:

Meter Readings:

	Export Meter Reading	Import Meter Reading
<u>KWh</u> Previous Reading		

*Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or
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Current Reading		
Difference		
Difference X Multiplying Factor		

EE EDD

EE (Test)

Authorized Representative

Authorized Representative

UPCL

Generating Company

Date:

Notes:

1. The Generating Company shall maintain a daily log to record the hourly generation and supply in kWh along with the schedule given by the UPCL's Dispatcher.
2. If the meter is changed, the reason/s, date, time of meter change and new meter make and number must be recorded by both parties.
3. MRI Document of the Bill Meter shall be taken at the time of the Joint Meter Reading.

Selection of Developer(s) for Setting of Pine leaves and other biomass based power projects or briquetting projects or bio-oil projects

PPA ANNEXURE-VII

DAILY GENERATION REPORT

Name and Address of Generating Company and Facility:-

Installed Capacity MW

Active Power, kWh			
Time	Scheduled	Meter Reading	Difference X M.F.
00			
01			
02			
03			
04			
05			
06			
07			
08			
09			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			

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20			
21			
22			
23			
24			
Total			
Active Power, kWh			
Time	Scheduled	Difference X M.F	Scheduled
Daily			
0600-2200			
2200-0600			
Cumulative			
0600-2200			
2200-0600			

Copy To:-

1. SLDC,
2. Authorised Representative, UPCL

Authorised Representative (Generating Company)

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PLANNED & FORCED OUTAGE:

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

Progressive Days:

Time Lost:

During Month

Year

COMMISSIONING

SINCE FIRST COMMISSIONING

Authorised Representative

Generating Company

Copy to :- 1. State Load Dispatch Centre

2. Authorised Representative, UPCL