

Request for Proposal

Document

For

Setting up of Grid Connected Solar PV Projects of Total Capacity 100 MW in Bihar



ISSUED BY

Bihar State Power (Holding) Company Limited

Vidyut Bhawan, Jawahar Lal Nehru Marg,

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Cost: Rs. 15,000/-

Request for Proposal of Grid Connected Solar PV Projects

Request for Proposal for Setting up of Grid connected Solar PV Projects (total capacity 100 MW) in State of Bihar for supply of power to Bihar State Power (Holding) Company Limited (Procurement).

NOTES:

1. Though adequate care has been taken while preparing the RfP Documents, the Bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within ten days from the date of issue of the RfP documents, it shall be considered that the RfP document is complete in all respects and has been received by the Bidder.
2. Bihar State Power Holding Company Limited (BSPHCL) reserves the right to modify, amend or supplement this RfP Document including PPA.
3. Authorized Person for Correspondence:

Designation : Chief Engineer, Transmission (O&M)

Address : Bihar State Power (Holding) Company Limited
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DISCLAIMER

1. This Request for Proposal (RfP) document is not an agreement or offer by the BSPHCL 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.
2. While this RfP has been prepared in good faith, neither BSPHCL nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfP, even if any loss or damage is caused by any act or omission on their part.
3. The assumptions, assessments, statements and information contained in this RfP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RfP and obtain independent advice from appropriate sources.
4. BSPHCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RfP.
5. BSPHCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RfP. Further, BSPHCL reserves the right to amend/cancel the tender notice without assigning any reasons whatsoever and without any liability.
6. The issue of this RfP does not imply that BSPHCL is bound to select a Bidder or to appoint the Selected Bidder or Developer, as the case may be, for the Project and BSPHCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
7. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BSPHCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

SECTION 1

INTRODUCTION & BACKGROUND

1.0 INTRODUCTION & BACKGROUND

- 1.1 India is a tropical country, where sunshine is available for longer hours per day and in great intensity. About 5,000 trillion kWh per year energy is incident over India's land area with most parts receiving 4-7 kWh per sq. m per day which is far more than the total energy consumption of the country today. But, India produces a very negligible amount of solar energy i.e. a merely 0.2 percent compared to other energy resources. Solar energy, therefore, has great potential as future energy source.
- 1.2 Solar energy is environmentally friendly as it has zero emissions while generating electricity or heat. From an energy security perspective, solar is the most secure of all sources, since it is abundantly available. It is also clear that given the large proportion of poor and energy un-served population in the country, every effort needs to be made to exploit the relatively abundant sources of energy available to the country. The Govt. of India, in all its recent policies relating to power sector has given due importance to harness the sun's energy in various ways.
- 1.3 Along with the rest of the world and our country, the Government of Bihar has also recognized that climate change is one of the gravest threats we face and urgent action in the State is required and that investment in renewable energy especially Solar is a good way of stimulating the economy of the State and is committed to increasing the proportion of energy we use from green energy sources by ensuring necessary investment in sustainable energy.
- 1.4 At the same time, the State with the lowest per capita consumption of electricity in the country (133 units against the national average of 883 units) and peak demand shortages in the range of 22-23% has been reeling under acute power crises that is threatening to derail the significant progress achieved in the past few years. Unlike conventional power projects that require significant time period to develop, Solar Power projects can be established in very short period of time. Further, Solar power, being one of the cleanest forms of energy that is abundantly available in the State can be harnessed to reduce the dependency on other non-renewable sources of energy.
- 1.5 Bihar receives an average annual global solar radiation in the range of 4.83 kWh/sq.m. and has about 280 - 300 sunny days in a year. In order to catalyze the development and application of Solar energy in the State by taking advantage of the State's resources and reducing energy scarcity, it is proposed to establish 100 MW of Solar PV projects within the State on Public-Private Partnership (PPP) basis.
- 1.6 Bihar State Power (Holding) Company Limited (BSPHCL), a company engaged in planning, promoting and developing the power sector in the state of Bihar, has been designated by Energy Department, Govt. of Bihar for undertaking the bid process management for selection of the private developers.
- 1.7 The selected Solar Power developers shall enter into a Power Purchase Agreement (PPA) with BSPHCL or its Distribution Companies and the term of PPA will be for a period of 25 years.

SECTION 2
DEFINITIONS

2.0 DEFINITIONS

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

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

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

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

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

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

“BERC” shall mean the Bihar Electricity Regulatory Commission constituted under sub – section (1) of Section-82 of the Electricity Act, 2003 or its successors;

“BERC Approved Applicable Tariff” shall mean the Tariff for Solar PV projects as proposed by Bihar Electricity Regulatory Commission (BERC) vide its Order no. SMP-09/2013 dated 14th June 2013 under Suo-Motu Proceedings No. 9 of 2013 for the Solar PV projects to be commissioned on or before 31st March 2015;

“Capacity Utilization Factor (CUF)” shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time;

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

“Company” shall mean a body corporate incorporated in India under the Companies Act, 1956/2013.

“Commercial Operation Date (COD)” shall mean the actual commissioning date of respective unit(s) of the Solar PV Project where upon the Seller starts injecting power from the Project to the Delivery Point;

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

“Consents, Clearances and Permits” shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions

required to be obtained from or provided by any concerned authority for the purpose of setting up of the Project;

“Contracted Capacity” shall mean the Solar PV power (AC) in MW contracted with the Procurer for the sale of such Power in MU’s by the Seller corresponding to Capacity Utilization Factor of 19% at Delivery Point.

“Discom” shall mean North Bihar Power Distribution Company Limited and/or South Bihar Power Distribution Company Limited;

“Delivery Point” shall be 33/11 kV Power sub-station of Discom or 132/33 kV Grid sub-station of Bihar State Power Transmission Company Limited;

“Effective Date” shall mean the date of execution of Power Purchase Agreement (PPA) by both the parties;

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

“Financial Closure or Financial Close or Project Financing Arrangements” means arrangements of necessary funds by the Project Developer either by way of commitments of funds by the company from its internal resources and / or tie up of funds through a bank/financial institution by way of sanction of a loan.

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

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

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

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

“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 BERC referred under clause (h) of sub-section (1) of Section 86 of the Electricity Act, as applicable;

“Grid/Distribution System” means 132 / 33 KV Grid S/s of BSPTCL & 33 / 11 KV Power S/s of Discoms through which Delivered Energy shall be evacuated and distributed.

“Inter-connection Point” shall mean the point where the power from the power station switchyard bus of the Seller is injected into the transmission system of BSPTCL/ NBPDC/ SBPDCL (including the dedicated transmission line connecting the power station with the Delivery Point);

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

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

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

“Limited Liability Partnership” or “LLP” shall mean a Company governed by Limited Liability Partnership Act 2008;

“LLC” shall mean Limited Liability Company;

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

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

“Power Purchase Agreement or” “PPA” shall mean the agreement to be entered into between the Procurer and the Seller pursuant to which the Seller shall supply power to the Procurer as per the terms and conditions specified therein and a draft of which is attached as Format 6.13 to this RfP, including all its schedules, annexure, and all amendments or modifications;

“Procurer” shall mean Bihar State Power (Holding) Company Limited (BSPHCL) or Discom who will directly purchase generated power from the Solar PV Projects to be selected through this RfP;

“Project” shall mean solar PV project with single point of injection in to the Discom sub-station/State Transmission Utility’s grid substation;

“Project Company” shall mean the Company incorporated by the Bidder as per the Companies Act, 1956/2013 (as applicable) in accordance with **Clause 3.5**;

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

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

- a) PPA
- b) Default Escrow Agreement;
- c) Agreement to Hypothecate-cum-deed of Hypothecation; and
- d) any other agreements designated as such, from time to time by BSPHCL;

“Scheduled Commercial Operation Date” or “Scheduled COD” for allocated capacity Solar Power Project shall be 15 (Fifteen) months from the date of signing of PPA;

“Selected Bidder(s) or Successful Bidder(s)” shall mean the Bidder(s) selected pursuant to this RfP to set up the Project and supply of power as per the terms of PPA;

“Seller” shall mean the Successful Bidder who shall submit the Contract Performance Guarantee and execute the PPA and other Project related Documents specified in RfP with the Procurer and who shall be responsible for supplying power to the Procurer at the Delivery Point.

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

“Statutory Auditor” shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956/2013 (as applicable) or under the provisions of any other applicable governing law;

“STU” or “State Transmission Utility” shall mean Bihar Power Transmission Company Limited as specified as such by the State Government under sub-section (1) of Section 39 of the Act;

“Technology Partner” shall mean any entity from which the Bidder proposes to take technology support. However if Technology Partner has an equity participation in Bidding Consortium than it has to be a Company with equity participation less than 10%;

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

SECTION 3

INFORMATION AND INSTRUCTION TO BIDDERS

3.0 INFORMATION & INSTRUCTIONS TO BIDDERS

3.1 Total Capacity to be Procured

Bids are invited for the procurement of 100 MW power at the Delivery Point, from the Grid connected solar PV projects located in Bihar for a period of 25 years from the Scheduled Commercial Operation Date in accordance with the terms of the Power Purchase Agreement (PPA).

3.2 Size of each project to be Considered

The bidders shall note that the minimum and maximum size of project which can be considered for evaluation and from which the solar power may be procured are as follows:

Minimum capacity of any individual Project - 5 MW (with a tolerance of +5%)
Maximum capacity of any individual Project - 20 MW (with a tolerance of +5%).

Note: - The Capacity of the Project in MW is the installed Capacity of the Project/Maximum Power Output (AC) from the Solar Power Plant which can be scheduled at the point of injection to the Power sub-station/Grid sub-station during any time block of the day.

3.3 Number of Response to RfP by a Company

The total capacity of Solar PV Projects to be allocated to any Bidder including its Parent, Affiliate or Ultimate Parent-or any Group Company shall be limited to 20 MW. A Bidder, including its Parent, Affiliate or Ultimate Parent-or any Group Company may submit application for a maximum of four projects at different locations subject to a maximum aggregate capacity of 20 MW. In such cases, the Bidder shall submit one single application in the prescribed format detailing all projects at multiple locations for which the Bidder is submitting the application.

Statement for the same is to be submitted as per the Format for Disclosure (Format - 6.8).

3.4 Obtaining RfP document & Bid Processing Fees

- a) Prospective bidders interested to participate in the bidding process can download the RfP document from our website www.eproc.bihar.gov.in. Bidders are required to submit their bids online only. While submitting the Response to the RfP document, Bidders are required to submit the non-refundable cost of document of Rs. 15,000/- in the form of Demand Draft/ banker's cheque/ pay order drawn on a Nationalized/ Scheduled bank in favor of "Accounts Officer, Bihar State Power (Holding) Company Limited" payable at Patna.

- b) Prospective bidders interested to participate in the bidding process are required to submit their Response to the RfP document along with a non-refundable processing fee of Rs.2,00,000/- (Rs Two Lakh Only) exclusive of applicable service tax in the form of Demand Draft /Banker's Cheque/ Pay Order , drawn on a Nationalised Bank or any Scheduled Banks, in favour of "Bihar Power Infrastructure Company Private Limited" payable at Patna.
- c) While the Response to the RfP document (to be submitted online by the Bidders) shall be accompanied with the scanned copies of the demand drafts towards the tender document fee and bid processing fee, the original demand drafts shall be submitted in a sealed envelope to the address mentioned below before the due date and time (i.e. 05.07.2014 up to 13:00 Hrs) for submission of online Bid:
- Chief Engineer, Transmission (O&M)
Bihar State Power (Holding) Company Limited
4th Floor, Vidyut Bhawan, Jawahar Lal Nehru Marg,
Patna – 800 021 (Bihar)
Tel: 0612 – 2504020/2504371
Fax: 0612 - 2504557
- d) The Bids which are not accompanied with the tender document fee and bid processing fee as mentioned above will be out rightly rejected as Non-responsive.
- e) Bidders are also required to pay Bid Processing Fee of Rs 16,854/- through online to BSEDC, Patna (Bid Processing Fee is mandatory to be paid through online mode i.e. Internet payment gateway Credit/ Debit Card, Net banking, NEFT/ RTGS)

3.5 Qualification Requirements

For determining the eligibility of Bidders for their qualification hereunder, the following shall apply:

A. Eligibility Conditions

- i) A bidder may be a single entity (the "**Bidding Company**") or group of entities (the "**Bidding Consortium**"), coming together to implement the Project. The term Bidder used herein would apply to both a single entity and a Consortium. No Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder.
- ii) The Bidding Company/Bidding Consortium can be a private entity, government owned entity or any combination of them with the legal status as a Private / Public Limited Company incorporated as per the relevant/ applicable laws of any country having audited financial statements for at least one (1) complete financial year from the date of its incorporation. With respect to the entities from India, they have to be incorporated as per Company Law 1956/2013 (as applicable) and for the entities from outside India, they have to be incorporated as per the relevant law of their land duly certified by the legal counsel of such foreign entity.

- iii) A foreign entity and a Consortium of bidders shall be eligible for consideration subject to the conditions set out in Sl. No. (v) below.
- iv) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest that affects the Bidding Process, if:
 - The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than five percent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, as the case may be, is less than one per cent of the paid up and subscribed share capital thereof; provided further that this disqualification shall not apply to a bank, insurance company, pension fund or a public financial institution referred in the Companies Act 1956/2013 (as applicable); or
 - A constituent of such Bidder is also a constituent of another Bidder except the technology partner who owns less than 10% ; or
 - Such Bidder receives or has received any direct or indirect subsidy from any other Bidder, its Member or Associate or has provided any such subsidy to any other Bidder; or
 - Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - Such Bidder has a relationship with another Bidder, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others’ information about, or to influence the Bid of either or each other; or
 - Such Bidder has participated as a consultant to the BSPHCL in the preparation of any documents, design or technical specifications of the Project.
 - A Bidder shall be liable for disqualification if any legal, financial or technical adviser of BSPHCL in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this Bid document. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.
 - If Bidders have any direct or indirect relation with the bid process consultant engaged by BSPHCL

Explanations:

1. In case a Bidder is a Consortium, then the term Bidder as used above, shall include each Member of such Consortium.
2. In case of application being made by two or more companies of a Group for the same location, the same shall be deemed to have a Conflict of Interest that affects the Bidding Process.
3. In case of application being made by two or more companies of a Group for different locations, the Bidders are required to disclose the same as per Format - 6.8 failing which the same shall be deemed to have a Conflict of Interest that affects the Bidding Process.

v) **Additional conditions to be met by Consortium of bidders / foreign entities :**

A consortium of bidders and foreign entities, if emerged as successful bidders, has to incorporate a Company in India under the Company Act, 1956/2013 (as applicable), with the same shareholding mentioned in their bid prior to signing of PPA with the Procurer.

B. Financial Criteria

i) Net Worth

The “Net Worth” of the Company should be equal to or greater than Rs two (2) crore per MW or equivalent US\$ per MW of the project capacity.

Note: For the Qualification Requirements, if data is provided by the Bidder in foreign currency, equivalent rupees of Net Worth will be calculated using the corresponding TT buying rate for USD / INR as specified by the State Bank of India seven days before the last date of submission of Bid as stated in the RfP document.

For currency other than USD, Bidder shall convert such currency into USD as per the exchange rates certified by their banker that is prevailing seven days before the last date of submission of Bid as stated in the RfP document. (If the exchange rate for any of the above dates is not available, the rate for the immediately available previous day shall be taken into account)

Net Worth

= Subscribed & Paid up Equity

Add : Free Reserves

Subtract : Revaluation Reserves

Subtract : Miscellaneous Expenditures to the extent not written off

Subtract : reserves not available for distribution to equity shareholders

- ii) For the purposes of meeting financial requirements, only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged

in the audited consolidated account and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for purpose of evaluation of any other Bid.

- iii) For the purpose of the computation of Net Worth, the last four financial years shall be considered. The Bidder would thus be required to submit annual audited accounts for the last four financial years (or if the period of existence of the Company is less than four years, then starting from the year of incorporation) 2009-10, 2010-11 , 2011-12 and 2012-13 (or calendar year 2009, 2010, 2011 and 2012 or the accounting years as adopted by the Company and acceptable as per the laws of the respective Country) while indicating the year which should be considered for evaluation along with a Net Worth certificate from a Chartered Accountant to demonstrate the fulfillment of the criteria as on last day of the concerned Financial Year.
- iv) If the response to RfP is submitted by a Consortium the financial requirement shall be met individually and collectively by all the Members in the Bidding Consortium in proportion to the equity commitment made by each of them in the Project Company. For computation of Net Worth of members methodology as provided in para (i) above shall be followed. Any Consortium, if selected, shall, for the purpose of supply of power to Procurer, incorporate a Project Company, before signing the PPA with Procurer, with equity participation by the Members in line with consortium agreement (to be submitted along with RfP) i.e. the Project Company incorporated shall have the same Shareholding Pattern as given at the time of RfP. This shall not change till the signing of PPA and the percentage of Controlling Shareholding (held by the Lead Member holding more than 50% of voting rights) shall not change from the RfP up to One Year after the COD of the Project. However, in case of any change in the shareholding of the other shareholders (other than the Controlling Shareholder including Lead Member) after signing of PPA, the arrangement should not change the status of the Controlling Shareholder and the lead member in the Project Company at least up to one year after the COD of the Project. Further, such change in shareholding would be subject to continued fulfillment of the financial criteria, by the project company.

The Bidder may seek qualification on the basis of financial capability of its Parent and/or it's Affiliate(s) for the purpose of meeting the Qualification Requirements.

Note:

- a) A single Bidding Company shortlisted in RfP can also execute the project through a Special Purpose Vehicle (SPV). However the SPV has to be formed before signing of PPA keeping the original shareholding unchanged. In case applications for multiple projects have been made, separate project company can be formed for each project.
- b) It is not necessary to have the Technology partner at RfP stage. Further it is also not necessary for the Technology partner to have an equity stake in the Bidding Company/Consortium. However if Technology Partner has an equity participation in Bidding Consortium then it has to be a Company with equity participation less than 10%.

- c) The Bidder may seek qualification on the basis of financial capability of its Parent and / or its Affiliate(s) for the purpose of meeting the Qualification Requirements.
- d) Net Worth of individuals, whether Director or otherwise, shall not be considered.
- e) Where the financially evaluated company is not the Bidding Company or a member of a bidding consortium, as the case may be, the Bidding company or a member shall continue to be an affiliate of the financially evaluated company till execution of PPA.
- f) It is further clarified that a Parent Company can be a foreign company and it can hold 100% equity in the bidding company.
- g) In case of a single Company bidding for the Project without forming a project specific SPV, the financial strength of the parent / ultimate parent/ an affiliate can be taken for calculation of net worth for qualifying at the time of submission of RfP.
- h) In case the strength is drawn from parent / ultimate parent / affiliate, copy of Board resolution authorizing to invest the committed equity for the project company / consortium is to be submitted with RfP along with an unqualified opinion from a legal counsel of such foreign entity stating that the Board resolution are in compliance with applicable laws of the countries' respective jurisdiction of the issuing company and the authorization granted therein are true and valid.
- i) Only Assets forming part of the balance sheet shall be considered for arriving at the net worth of the company. No intangible assets will be considered for arriving at the net worth.
- j) In case of land / any other asset, only the book value will be considered.

C. Technical Criteria

The Bidder shall deploy commercially established technology wherein there is at least one project, successfully operational based on the proposed technology of at least One MW, for at least one year, anywhere in the world. The bidder is required to furnish evidence of meeting the above eligibility criteria as per enclosed Format – 6.7. It is to be clarified that the proof is only on the type of technology and not the technology maker/brand.

Detailed technical parameters for Solar PV Projects are at Annexure -D.

D. Freedom to choose Technology

The Bidder is free to choose any Solar PV power generation technology viz Crystalline Silicon Solar Cell Modules / Thin Film Modules / Concentrated PV Modules/any Other Technology manufactured in India or Imported that is approved by the Ministry of New & Renewable Energy (MNRE) prior to Bid due date.

E. Blacklisted Company

Any entity which has been barred by the Central/ any State Government, or any entity controlled by them, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.

The Qualified Bidder(s) will be required to continue to maintain compliance with the Qualification Requirements throughout the bidding process and till the execution of the PPA.

3.6 Power Purchase Agreement

A copy of Draft Power Purchase Agreement to be executed between Procurer and the Selected Bidder(s) is enclosed at Format - 6.13. The PPA shall be executed within 15 days of the date of issue of Letter of Intent.

3.7 Submission of Response to RfP by the bidder

The response to the RfP shall be submitted by the Bidders online only in the manner as specified in Clause 3.13 of the RfP. The Bid shall comprise of the following:

Part I

The Part I shall contain the following:

- i) Scanned copy of the Bid cost Receipt/Bid cost DD/Pay order for Rs 15,000/-
- ii) Scanned copy of the DD/Pay order of @ Rs.2,00,000/- exclusive of applicable service tax towards Processing Fee of BPIC;
- iii) Summary Data Sheet (Format 6.9); and
- iv) Scanned copy of the Bank Guarantee towards EMD @ Rs. 10 Lacs/MW as per Format 6.3A
- v) Scanned copy of payment receipt of Bid Processing Fee to be paid through online to BSEDC, Patna of Rs. 16,854/-

Part II – Non financial bid

The Part II shall contain the following:

1. Covering Letter as per Format 6.1;
2. Power of Attorney to be provided by the Bidding Company/Lead Member in favour of its representative as per Format 6.2A.
3. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided as per format attached hereto as Format 6.2B.

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

4. Draft of Performance Guarantee (to be submitted at the time of signing of PPA) in the form as per Format 6.3B; duly signed as acceptance.
5. Board Resolutions, as per prescribed formats enclosed as Format 6.4 duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - a. Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfP,
 - b. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project / Board Resolution from each of the consortium Member together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and
 - c. Board Resolutions from Parent and /or Affiliate (whose credentials were used in the response to RfP), of the Bidding Company / any Member of the Bidding Consortium, undertaking to invest the entire amount as committed by Bidding Company / Member of the Bidding Consortium, in event of failure of the same to make such investment.
6. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per Format 6.5 along with Board resolution from each Member of the Consortium for participating in consortium;
7. Format for Financial Requirements as per Format 6.6 as applicable;
8. Format for Technical Criteria wherein Bidder shall provide the details of the technology proposed to be adopted for the project including the evidence regarding its successful operation in any of the projects for at least one year as per Format 6.7;
9. A disclosure statement as per Format 6.8 regarding participation of any related companies in this bidding process;
10. Details of the Proposed Technology as per Format 6.10.
11. Submission of financial bid (blank) as per Format 6.12

12. Initialed RfP documents including PPA duly signed as acceptance.

Part III – Financial bid

The Part III shall contain the following:

i) Financial Bid as per Format 6.12;

The Bidders are required to submit their Financial Quotes as the discount in Paisa/ kWh on the generic Levelised Tariff as declared by BERC vide its Order no. SMP-09/2013 dated 14th June 2013 under Suo-Motu Proceedings No. 9 of 2013 for FY 2013-14, for delivery of power at the Delivery Point for a period of 25 years. The Net Quoted tariff shall be firm for the entire term of the PPA and should take into account all costs including capital & operating costs, statutory taxes, levies, duties, etc. and no escalations or reimbursements or exclusions shall be allowed in this regard.

The Bidder's can submit more than one Bid for different Projects, provided that no two Projects are located at single location.

3.8 Adherence to the Prescribed Format

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

3.9 Miscellaneous

The Bidder should note that:

- a. The bidder may be shortlisted based on the declaration made by them in the relevant Schedules/Annexure/Format(s) of RfP. The documents submitted along with may be verified before signing of PPA.
- b. If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfP, in any manner whatsoever, the BSPHCL reserves the right to reject such response to RfP and/or cancel the Letter of Intent, if issued and the Bank Guarantee provided up to that stage shall be encashed.
- c. If the event specified at (b) is discovered after the Effective Date, consequences specified in PPA shall apply.
- d. Response submitted by the Bidder shall become the property of the BSPHCL and the BSPHCL shall have no obligation to return the same to the Bidder.
- e. All pages of the response to RfP submitted online must be initialed by the person authorized by the board as per Format 6.4, on behalf of the Bidder.

- f. The response to RfP shall be submitted as mentioned in Clause 3.13. No change or supplemental information to a response to RfP will be accepted after the scheduled date and time of submission of response to RfP. BSPHCL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfP.
- g. All the information should be submitted in English language only.
- h. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- i. Response to RfP that are incomplete, which do not substantially meet the requirements prescribed in this RfP, will be liable for rejection by BSPHCL.
- j. Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- k. Response to RfP not submitted in the specified formats will be liable for rejection by BSPHCL.
- l. Non submission and/or submission of incomplete data/ information required under the provisions of RfP shall not be construed as waiver, on the part of Procurer's obligation. The Bidder to furnish the said data/information unless the waiver is in writing.
- m. Only Patna Courts shall have exclusive jurisdiction in all matters pertaining to RfP, PPA etc.

3.10 Proposal Due Date/ Bid Submission Date and Other Timeline Schedule

- i) The Bidders should submit their Bids online and further submit the original demand drafts towards the tender document fee & bid processing fee and original bank guarantee towards EMD in a sealed envelope so as to reach the following address by 01:00 PM (IST) on 05.07.2014

Chief Engineer, Transmission (O&M)
Bihar State Power (Holding) Company Limited
 4th Floor, Vidyut Bhawan, Jawahar Lal Nehru Marg,
 Patna – 800 021, Bihar
 Phone: 0612 2504020 / 2504371
 Fax: 0612 2504557

- ii) Selection of Solar PV and Project commissioning shall be carried out according to the timeline given below:-

Sl. No.	Event	Date
1	Notice for Request for Proposal (RfP)	04.06.2014
2	Response/Clarification on RfP	16.06.2014
3	Pre-bid Meeting	17.06.2014 at 15:00 Hrs.

Sl. No.	Event	Date
4	Clarifications to be issued on RfP and issue of revised RfP (if req.)	20.06.2014
5	Submission of Response to RfP with documents	05.07.2014 upto 13:00 Hrs.
6	Technical Evaluation of Bids received in response to RfP	Within 7 days from receipt of response to RfP
7	Approval of Bid Evaluation Committee for opening of Financial Part of RfP	Within 10 days from receipt of response to RfP
8	Opening of Financial Part of RfP	Within 15 days from receipt of response to RfP
9	Issue of letter of Intent (Lol)	Within 15 days from opening of the price part of proposals
10	PPA Signing	Within 15 days from the date of issue of Letter of intent (Lol date + 15 days)
11	Financial closure of the project	Within 180 days from the date of signing of PPA (Lol date + 195 days)
12	Commissioning of Solar PV Plant	15 months from the date of signing of the PPA

- iii) BSPHCL may, in exceptional circumstances and at its sole discretion, extend the bid submission date by issuing an Addendum in accordance with Clause 3.21 uniformly for all Bidders.

3.11 Late Proposals

Any Proposal received by BSPHCL after the Due Date mentioned at Clause 3.10(i) above will not accepted by BSPHCL.

3.12 Modifications / Substitution / Withdrawal of Proposals

- i) A Bidder may modify, substitute, or withdraw its Bid online before or by the Proposal Due Date and Time.
- ii) No Proposal shall be modified, substituted or withdrawn by the Bidder after the Proposal Due Date and Time.

3.13 Method of Submission

- i) Bidders are required to submit their bid online only. However, the original Demand Drafts towards the tender document fee & bid processing fee along with original Bank Guarantee towards EMD will be submitted in a sealed cover/ envelope to the address mentioned below before the due date and time (i.e. 05.07.2014 upto 13:00 Hrs):

Chief Engineer, Transmission (O&M)
Bihar State Power (Holding) Company Limited
Vidyut Bhawan, Jawahar Lal Nehru Marg,
Patna – 800 021, Bihar

- ii) The sealed envelope containing the DD/BG should be super scribed thereon "BID PROPOSAL FOR SETTING UP OF GRID CONNECTED SOLAR PV PROJECT IN THE STATE OF BIHAR" and shall further provide details such as NIT, time & date of submission and Bidder's full correspondence address.
- iii) Bids submitted by hard copy, fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
- iv) The pages and volumes of each part of the Bid submitted online shall be clearly numbered and signed & stamped and the contents of the Bid shall be duly indexed.
- v) The Bid submitted online shall be typed or printed. It shall be signed and each page of the Bid shall be initialled by a person or persons duly authorized to sign on behalf of the Bidder and holding the Power of Attorney as per the format provided in Format 6.2A of this RfP.
- vi) The Bid shall contain no alterations or additions, except those to comply with instructions issued by BSPHCL or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.
- vii) BSPHCL reserves the right to reject any Bid which is not sealed and marked as instructed above and BSPHCL will assume no responsibility for the misplacement or premature opening of the Bid.

3.14 Validity of the Response to RfP

The Bidder shall submit the response to RfP which shall remain valid up to the One Hundred Eighty 180 days from the last date of submission of response to RfP ("Bid Validity"). BSPHCL reserves the right to reject any response to RfP which does not meet the aforementioned validity requirement.

3.15 Extension of Bid Validity period

In exceptional circumstances, prior to expiry of the original Bid Validity Period, BSPHCL may request the Bidders to extend the period of validity of the Bid and the EMD for a specified additional period. The request and the Bidders' responses shall be made in writing. BSPHCL reserves the right to reject the Bid submitted by any

Bidder who fails to extend the period of validity of its Bid in line with the provisions of this clause.

3.16 Opening of Bids

- i) The Part I and the Part II Non-Financial Bid received online shall be opened on 08.07.2014 at 03:00 PM (IST) at the venue where the Bids are required to be submitted, as specified in Clause 3.10, in the presence of one representative from each of such Bidders who wish to be present.

In the event of any of above dates falling on a day which is not a working day or which is a public holiday, the Bid shall be opened on the next working day at the same venue and time.

- ii) Part III (Financial Proposals) received by BSPHCL online will remain unopened until the Non - Financial Proposal has been evaluated for their responsiveness to RfP as per the Clause 4.2 & 4.3 of this RfP.
- iii) Part I & II of Proposal shall be opened in the presence of Bidders' representatives, who choose to attend. Bidders' representatives attending the Proposal Opening shall register to evidence their presence.
- iv) The following information will be announced at the Proposal Opening and recorded:
- Bidder's names
 - Names of Consortium Members
 - Capacity Proposed
- v) BSPHCL shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with the Sub-clause above.
- vi) BSPHCL would subsequently examine responsiveness of Proposals in accordance with the criteria set out in Clause 4.2.
- vii) After the Proposal Opening, information relating to the examination, clarification and evaluation of Bids and recommendations concerning the Bid Award shall not be disclosed except as underlined in this RFP.
- viii) The financial bids of only the qualified bidders shall be opened after evaluation of part – I & II. The bidders meeting the prequalification criteria shall be informed of the date of opening of Price part of the RfP.

3.17 Clarifications

To facilitate evaluation of Proposals, BSPHCL may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. Notwithstanding anything contained in the RfP, BSPHCL reserves the right not to take into consideration any such clarifications sought by it for evaluation of the Proposal.

3.18 Bidders' Responsibilities

- i) The Bidder is expected to examine carefully the contents of all the RfP documents. Failure to comply with the requirements of RfP will be at the Bidders' own risk.
- ii) It would be deemed that prior to the submission of the Proposal, the Bidder has:
 - a) Made a complete and careful examination of requirements and other information set forth in this RfP;
 - b) Received all such relevant information as it has requested from BSPHCL; and
 - c) Made a complete and careful examination of the various aspects of the Project
- iii) BSPHCL shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

3.19 Preparation cost

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

3.20 Enquiries/Clarifications:

(i) Pre Bid Meeting

Clarifications/ Doubts, if any, on RfP document may be submitted to BSPHCL at the address mentioned below on or before 16.06.2014 upto 05:00 PM as per Format 6.11 of RfP. BSPHCL will make all efforts to respond to the same in the Pre Bid Meeting to be held on 17.06.2014 at 03:00 PM at Patna. A compiled list of such questionnaire and BSPHCL's response will be uploaded on the website of BSPHCL for information of all concerned in www.eproc.bihar.gov.in. All are requested to remain updated with the website. No separate reply/ intimation will be given elsewhere.

(ii) Enquiries/clarifications may be sought by the Bidder from:

Chief Engineer, Transmission (O&M)
Bihar State Power (Holding) Company Limited
4th Floor, Vidyut Bhawan, Jawahar Lal Nehru Marg,
Patna – 800 021, Bihar
Phone: 0612 2504020 / 2504371
Fax: 0612 2504557

- (iii) For the avoidance of any doubt, it is clarified that there shall be no extension in the Bid deadline on account of clarification sought in accordance with this clause 3.20. Further,

BSPHCL is not under any obligation to entertain/respond to suggestions made or to incorporate modifications sought for.

3.21 Amendment of RfP

- i) BSPHCL may modify the RfP by issuing an Addendum before bid submission date.
- ii) Any Addendum thus issued shall be part of the RfP and shall be hosted on the BSPHCL's website. All are requested to remain updated with the website. No separate intimation will be given elsewhere..
- iii) To give prospective Bidders reasonable time in which to take Addendum into account in preparing their bids, BSPHCL may, at its sole discretion, extend the bid submission date.

3.22 Right to reject a Bid

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

3.23 Bank Guarantees

3.23.1 The Bidder shall provide the following Bank Guarantees from any of the Banks listed at Annexure - B to BSPHCL in a phased manner as detailed hereunder:

- Earnest Money Deposit (EMD) @ Rs. 10 Lacs / MW for each project in the form of Bank Guarantee along with Bid as per Format - 6.3A. (valid for a period of 210 days from the last date of submission of the Bid)
- Performance Guarantee @ Rs. 30 Lacs/ MW for each project in the form of 03 Nos. of Bank Guarantee in the ratio of 20%, 40% & 40% at the time of signing of PPA as per Format – 6.3B. (valid for a period of 20 months from the date of signing of PPA) (Example - If Performance Guarantee value is Rs.4.00 Cr. then 03 BGs of value Rs.0.80Cr, Rs.1.60 Cr & Rs.1.60 Cr are to be submitted)

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

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

3.23.2 On receipt and after verification of the Performance Bank Guarantee in acceptable form, the earlier Bank Guarantee towards EMD of the Successful Bidder(s) would be returned to the respective Bidder(s).

3.23.3 BSPHCL may invoke the EMD, without any notice, demure, or any other legal process upon occurrence of any of the following:

- i) In case, BSPHCL offers to execute the PPA with the Selected Bidder and if the Selected Bidder refuses to execute the PPA or is unable to execute the PPA within the stipulated time period; or
- ii) Bidder submitting any wrong information or making any misrepresentation in Bid as mentioned in Clause 3.9; or
- iii) In case the Successful Bidder is a Foreign Company and/or a Bidding Consortium, failure to incorporate the Project Company as a legal entity within fifteen(15) days of issue of Letter of Intent.

3.23.4 The Bank Guarantees towards EMD of all unsuccessful Bidders will be released within sixty days of the signing of the PPA with the Selected Bidder(s).

3.24 **Minimum equity to be held by the Promoter**

The Company developing the Project shall provide the information about the Promoters and their shareholding in the Company to BSPHCL indicating the controlling shareholding at the stage of submission of Bid to BSPHCL.

No change in the percentage of controlling shareholding of the Bidding Company or Lead Member in a Bidding Consortium developing the Project shall be permitted from the date of response to RfP till the execution of the PPA. However, in case the Project is being developed by a listed company, this condition will not be applicable.

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

After execution of PPA, the controlling shareholding of the Bidding Company or Lead Member (in case of Bidding Consortium) in the Project Company developing the Project shall be maintained for a period of (1) one year after Commercial Operation Date (COD). Thereafter, any change can be undertaken under intimation to BSPHCL.

Note: In case Bidding Company or Bidding Consortium is selected for more than one project, then separate project company can be formed of each project; however the equity commitment (in case of Bidding Consortium) as informed at the stage of RfP shall be maintained in all the project companies to be formed before signing of PPA with Procurer(s). Similarly for the Bidding Company, forming a project company with no change in Shareholding shall be permitted from the RfP stage upto PPA, but the controlling shareholding as informed at the stage of RfP shall not change upto one year after COD of the Project.

3.25 **Financial Closure or Project Financing Arrangements:**

The Project Developer shall report tie-up of Financial Arrangements for the projects within 180 days from the date of signing Power Purchase Agreement (PPA). Further, the

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project developer should adhere to the following milestone schedule before the achievement of the Financial Closure for the Project.

Milestone	Time Period from the Signing of the PPA	Documentary Evidence to be produced to BREDA / BSPHCL
Approval from State Transmission Utility/ Discom regarding the feasibility of grid connectivity of the project site.	Four Months	Approval Letter from BSPTCL / NBPDC/ SBPDCL
Clear Possession of the required land for project development	Five Months	<ul style="list-style-type: none"> ○ Ownership or lease hold rights from State agency only (for at least 30 years) in the name of the Project Developer and possession of 100% of the area of land required for the allotted project. Land can be taken on lease from State agency only. ○ Certificate by the concerned and competent revenue / registration authority for the acquisition / ownership / vesting of the land in the name of the Project Developer. ○ Sworn affidavit from the Authorized person of the developer listing the details of the land and certifying total land required for the project under clear possession of the Project Developer. ○ In case of Bidding Consortium, the possession of land or lease hold right of land from State agency is in the name of non lead member, the same will be accepted against application and would be

Milestone	Time Period from the Signing of the PPA	Documentary Evidence to be produced to BREDA / BSPHCL
		required to be transferred to the Project Company before signing of PPA.
Financial Closure	Six Months	Copy of the Sanction Letter received from the Financial Institutes/ Banks

In case of delay in achieving above condition, as may be applicable, BSPHCL shall encash performance Bank Guarantees and shall remove the project from the list of the selected projects.

3.26 Commissioning

Commissioning Schedule and Penalty for Delay in Commissioning

The Project shall be commissioned within 15 (Fifteen) months from the date of signing of PPA between Successful Bidder and Procurer. Commissioning period is subject to Force Majeure Conditions detailed in “Definitions”, Section-2. In case of failure to achieve this milestone, BSPHCL shall encash the Performance Guarantee in the following manner:

- a. Delay up to one month – Procurer will encash 20% of the total Performance bank guarantee proportionate to the Capacity not commissioned.
- b. Delay of more than one month and up to two months - Procurer will encash 40% of the total Performance Bank Guarantee proportionate to the Capacity not commissioned in addition to BG in clause-a above.
- c. Delay of more than two months and up to three months - Procurer will encash the remaining Performance Bank Guarantees proportionate to the Capacity not commissioned in addition to BG in clause-a and b above

In case the commissioning of project is delayed beyond 3 (three) months, the Project Developer shall pay to Procurer the Liquidated Damages (LD) at the rate of Rs.1,00,000 per MW per day of delay for the delay in such remaining Capacity which is not commissioned. The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee and payment of Liquidated Damages shall be limited to 19 months from the date of signing of PPA. The amount of liquidated damages worked out as above shall be recovered by Procurer from the payments due to the Project Developer on account of sale of solar power to Procurer. In case, the Commissioning of the Project is delayed beyond 19 months from the date of signing of the PPA, the PPA capacity shall stand reduced / amended to the Project Capacity Commissioned and the PPA for the balance Capacity will stand terminated and shall be reduced from the selected Project Capacity.

Part Commissioning

Part commissioning of the Project shall be accepted by Procurer subject to the condition that the minimum capacity for acceptance of part commissioning shall be 1 MW and in multiples thereof. The PPA will remain in force for a period of 25 years from the date of acceptance of respective part commissioning of the project.

3.27 Technical Parameters

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

3.28 Non-Discriminatory and Transparent Bidding Proceedings

BSPHCL shall ensure that the rules for the bidding proceedings for the Project are applied in a non-discriminatory, transparent and objective manner. BSPHCL shall not provide to any Applicant information with regard to the Project or the bidding proceedings, which may have the effect of restricting competition

3.29 Fraud and Corrupt Practices

- i) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the subsistence of the Power Purchase Agreement. Notwithstanding anything to the contrary contained herein, or in the LOI or the Power Purchase Agreement, BSPHCL shall reject a Bid or withdraw the LOI, as the case may be, without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, BSPHCL shall forfeit and appropriate the Bid Security as mutually agreed genuine compensation and damages payable to the BSPHCL towards, inter alia, time, cost and effort of the BSPHCL, without prejudice to any other right or remedy that may be available to the BSPHCL hereunder or otherwise.
- ii) Without prejudice to the right of BSPHCL under Clause 3.29 (i) hereinabove and the right and remedies which BSPHCL may have under the LOI, if a Bidder is found by BSPHCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOI or the execution of the Power Purchase Agreement, such Bidder or Developer shall not be eligible to participate in any tender or RfP issued by BSPHCL during a period of 2 (two) years from the date such Bidder or Developer, as the case may be, is found by BSPHCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- iii) For the purposes of this Clause 3.29, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of BSPHCL who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOI or has dealt with matters concerning the Power Purchase Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of BSPHCL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Power Purchase Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Power Purchase Agreement, who at any time has been or is a legal, financial or technical adviser of BSPHCL in relation to any matter concerning the Project;
- b. “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- c. “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by BSPHCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

3.30 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person not officially concerned with the process. BSPHCL will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence. BSPHCL will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

3.31 Miscellaneous

- i) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Patna shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- ii) BSPHCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) retain any information and/ or evidence submitted to BSPHCL by, on behalf of, and/ or in relation to any Bidder; and/ or
 - d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- iii) It shall be deemed that by submitting the Bid, the Bidder agrees and releases BSPHCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any right and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all right and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

SECTION 4
EVALUATION CRITERIA

4.0 Evaluation Criteria

4.1 The evaluation process comprises of the following two steps

- i) Step I – Responsiveness check
- ii) Step II – Evaluation of fulfillment of Qualifications Requirements as per Clause 3.5
- iii) Step II – Financial Bid evaluation
- iv) Step IV– Selection of Successful bidder(s)

4.2 Step I - Responsiveness check

- i) The Bid submitted by the Bidder online shall be scrutinized to establish “Responsiveness”. Each Bidder’s Bid shall be checked for compliance with the submission requirements set forth in this RfP at Clause 3.7. Any of the following conditions shall cause the Bid to be considered “Non-responsive” at the sole discretion of BSPHCL:
 - a) Response to RfP not received by the due date and time.
 - b) Response to RfP submitted by a Bidding Consortium not including the Consortium Agreement.
 - c) Response to RfP having Conflict of Interest.
 - d) Technology Partner holding more than 10% in a Consortium and participating as a Bidding Company/ Member in another Consortium.
 - e) Bids that are incomplete, i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney supported by the board resolution as per Format 6.4, applicable board resolutions, undertakings, disclosures, cost of bid document, bid processing fee, EMD, etc.
 - f) Validity of Bid being less than that required as per Clause 3.14 of this RfP or validity of EMD being less than as required as per Clause 3.23.1 of this RfP.
 - g) Submission of the information not as per the formats as specified in the RfP
 - h) Delay in submission of additional information or clarification sought by BSPHCL as applicable
 - i) Bid being conditional in nature
 - j) Bids not signed by the authorized signatory and/ or not stamped and/ or not numbered by the Bidder in the manner as indicated in this RfP.
- ii) A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one
 - a) Which affects in any substantial way the scope, quality, or performance of the Project, or
 - b) Which limits in any substantial way, inconsistent with the RfP, rights of BSPHCL or the obligations of the Bidder under the PPA or
 - c) Which would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

- iii) BSPHCL reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by BSPHCL in respect of such Proposals.

4.3 Step II - Evaluation of fulfillment of Qualifications Requirements

Evaluation of fulfillment of Qualifications Requirements will be carried out considering the information furnished by Bidders as prescribed under Section 6 – Formats and related documentary evidence in support of meeting the Qualification Requirements as specified in Clause 3.5. This step would involve evaluation of the Bid of the Bidding Company/ Bidding Consortium as per the provisions specified in Section 3 of this RfP. Non – availability of information and related documentary evidence for the satisfaction of Qualification Requirements may cause the Bid to be non-responsive.

4.4 Step III – Financial Bid evaluation

4.4.1 Financial bids (Part III) of the qualified Bidders shall be opened in the presence of the representatives of such qualified Bidders, who wish to be present, as per the timelines indicated in Clause 3.16, or such other date as may be intimated by BSPHCL to the Bidders. The financial bid evaluation shall be carried out based on the information furnished in Part III (Financial bid).

4.4.2 The Financial Bids submitted by the Bidders shall be scrutinized to ensure conformity with the provisions of Clause 3.7 of this RfP. Any Bid not meeting any of the requirements as per Clause 3.7 of this RfP may cause the Bid to be considered “Non-responsive” at the sole discretion of BSPHCL.

4.4.3 The Bidders are required to submit their Financial Quotes as the discount in Paisa/ kWh on the generic Levelised Tariff as declared by BERC vide its Order no. SMP-09/2013 dated 14th June 2013 under Suo-Motu Proceedings No. 9 of 2013 for FY 2013-14, for delivery of power at the Delivery Point. Bidders will be required at this stage to exercise the option of availing Normal Rate of Depreciation or Accelerated rate of Depreciation for the purpose of accounting practices to be followed for the Project. The above mentioned Generic Levelised tariffs, either considering normal rate of depreciation or accelerated rate of depreciation (whichever is the case) shall be acting as ceiling price and any financial bid quoting price higher than the respective bench mark tariff shall be summarily rejected.

4.4.4 Based on the rate of depreciation considered by Bidder in its financial bid, the net quoted tariff for the delivery of power at the Delivery Point shall be computed by subtracting the discount offered in Paisa/ kWh from either of followings:

- Generic Levelised Tariff of BERC considering normal rate of depreciation i.e.875 Paisa/ kWh

OR

- Generic Levelised Tariff of BERC considering accelerated rate of depreciation i.e.787 Paisa/ kWh.

4.4.5 The Bidder offering the lowest net quoted tariff shall be selected as L1 and so on. The format for submission of Financial Bid is provided at Format 6.12.

4.5 Step IV – Selection of Successful bidder(s)

4.5.1 The Bids qualifying in Step III shall only be evaluated in this stage.

4.5.2 All the qualified bidders shall be arranged in ascending order (i.e. lowest to highest) of their net quoted tariff, as L1, L2, L3 In case two or more bidders have quoted same tariff at any stage, their position in ascending order list will be fixed by draw of lot(s).

4.5.3 From the ascending order list of the Qualified Bidders prepared as indicated at 4.5.2, list of bidders for 100 MW capacity will be prepared as L1, L2, L3.....Ln (Ln is the position of that bidder in ascending order list where cumulative quoted capacity of L1 to Ln bidder becomes 100 MW). L1 tariff will be offered to L2, L3 and L4 and Ln bidders for giving their consent to match their tariff with L1 quoted tariff. In case Ln bidder has offered 10 MW and cumulative capacity upto Ln-1 bidder has reached 95 MW, Ln bidder will be offered 5 MW even though bidder has quoted for 10 MW capacity. In case L2, L3, L4.....LN bidders do not wish to match L1 tariff, they will be allowed to quit the bidding process and their security (Earnest Money Deposit) shall be released. In such circumstances, the capacity so released by these bidders will be offered to LN + 1, LN + 2 and so on at L1 tariff in sequential order till the time entire capacity of 100 MW is allocated to the qualified bidders at L1 quoted tariff.

4.5.4 In case some capacity still remains unallocated after exhausting entire ascending order list, the successful bidders (those who have already matched L1 quoted tariff and got allocation as per their quoted capacity) will be offered additional capacity sequentially in order of their position in the ascending order list in such a manner that the total allocated capacity to any bidder does not exceed 20 MW and the bidder fulfills qualifying criterion of net worth for total offered capacity.

4.5.5 In the eventuality of a tie in the bidding process, the applicant would be ranked by draw of lots.

4.5.6 Based on the Selection Methodology as elaborated in Clause 4.5, Successful Bidder(s) will be selected and the Letter(s) of Intent (LOI) shall be issued to all such Successful Bidder(s).

4.6 Acceptance of Letter of Intent (LOI)

- i) Within seven (7) days from the date of issue of the LOI, the Successful Bidders shall accept the LOI and return the same to BSPHCL. The Successful Bidders shall execute the PPA with Procurer and also submit a Performance Bank Guarantee in favour of Procurer (of the amount specified in Clause 3.23.1) within Fifteen - (15) days of issuance of LOI.
- ii) In case, the Successful Bidder(s) does not execute the PPA and submit the Performance Bank Guarantee as per Clause 4.6 (i), BSPHCL reserves the right to annul the award of Letter of intent of such Successful Bidder(s) and shall invite any other suitable Bidder for discussions/ negotiations or may also decide to annul the bidding process or may invite fresh bids for the Project. In such a case the entire EMD submitted by such Successful Bidder shall be forfeited. However, BSPHCL on receiving request from the Successful Bidder may at its absolute discretion, permit extension of the aforesaid period of 15 days for execution of the PPA and submission of Performance bank Guarantee.

- iii) BSPHCL will notify other Bidders that their Proposals have been unsuccessful. The Bid Security of Unsuccessful Bidders shall be returned as promptly possible, in any case not later than 2 months from the date of announcement of the Successful Bidder.

4.7 **BSPHCL's Right to accept or reject Proposal**

- i) BSPHCL reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to execution of the PPA, without liability or any obligation for such acceptance, rejection or annulment.
- ii) BSPHCL reserves the right to invite fresh bids with or without amendment of the RFP at any stage without liability or any obligation for such invitation and without assigning any reason.
- iii) BSPHCL reserves the right to reject any Proposal if:
 - At any time, a material misrepresentation is made or uncovered for a bidder or any of its members
 - The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal

This would lead to disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium would be disqualified/ rejected. If such disqualification/ rejection occurs after the Financial Proposals have been opened and the Successful Bidder gets disqualified/rejected, BSPHCL reserves the right to take any such measure as may be deemed fit in the sole discretion of BSPHCL, including annulment of the bidding process, inviting second preferred bidder for negotiation, inviting all qualified bidders for negotiations etc.. Notwithstanding the above, BSPHCL may debar / blacklist any of the Bidder(s) for their misleading or false representations in the forms, statements etc. for the period to be decided by BSPHCL.

SECTION 5
OTHER PROVISIONS

5.0 OTHER PROVISIONS

5.1 Role of State Level Agencies

Bihar Renewable Energy Development Agency (BREDA) has been designated as nodal agency for monitoring and supervision of the said Projects and grant of any clearances required in case of imported equipments.

However, Project Developer will also be required to act in completion of above activities and they shall not be absolved from their responsibility towards timely completion of project.

5.2 Land for the Project

- i) The Project Developers are compulsorily required to establish the Solar PV projects in the State of Bihar.
- ii) The Bidders are required to get in touch with the concerned department and identify the site/location for the proposed project within 150 days from the date of signing of the Power Purchase Agreement. The same shall be intimated to BSPHCL by the Bidder at the earliest but not beyond 120 days from the date of signing of PPA for enabling the concerned State Utility in developing the grid connectivity and power evacuation facility of the project as per Clause 5.3.
- iii) Based on the ownership status of the identified land, the project developer shall be required to either acquire the private land or lease the Govt. land atleast for a period of 30 years from the private owners or concerned Govt. Department respectively.
- iv) Change in the location of land from one place to other location shall not be permitted after 120 days of signing of PPA or at financial closure, whichever is earlier.
- v) In case of delay in achieving the above condition, as may be applicable, BSPHCL shall encash performance Bank Guarantees and shall remove the project from the list of the selected projects.

5.3 Grid Connectivity

- i) While identifying the site for the project, the Bidder shall be required to obtain an “in-principle” approval from the State Transmission Utility I,e Bihar State Power Transmission Utility Limited or North Bihar Power Distribution Company or South Bihar Power Distribution Company Limited regarding the feasibility of grid

connectivity of the project site. The same is required to be obtained within 120 days from the date of signing of the Power Purchase Agreement.

- ii) In case of delay in achieving the above condition, as may be applicable, BSPHCL shall encash performance Bank Guarantees and shall remove the project from the list of the selected projects.
- iii) The generation project shall be located in the close proximity of existing /upcoming PSS (33 /11 KV) & Grid S/s (132/33 KV). A list of existing substations of NBPDC, SBPDCL and BSPTCL is enclosed at Annexure – C. In case the distance is larger than 10 km, based on the detailed feasibility studies, Transco / Discom may request Bidder to consider an alternate site for the project.
- iv) The requisite arrangement for the evacuation of the power from the generation plant to the nearest grid/sub-station will be developed at their own cost by BSPTCL / NBPDC / SBPDCL. However, the installation of equipments for metering at the plant side will be the responsibility of the bidder.
- v) The plant should be designed for interconnection with the distribution/transmission network of Discom or BSPTCL. The project developer shall provide step-up transformers, panels, kiosks, protection & metering equipment or any other equipment as required at the generation facility and fully equipped line bay(s) in its switchyard for termination of interconnecting transmission line(s) at the Generation switchyard. In general, the Developer should procure and set up all such facilities required for facilitating the inter-connection till the point of Inter-connection. The Developer shall also provide proper & reliable communication between the generation facility & Grid substation / Power S/S of BSPTCL/NBPDC/SBPDCL where the power is to be delivered by the generation facility. The cost of the communication equipments and associated works will be borne by the Developer.
- vi) Delivery of power to the point of interconnection at substation of Discom/BSPTCL where the metering will be done shall be the responsibility of the project developer at its own cost. For this the project developer shall enter into a Transmission Agreement with BSPTCL / NBPDC / SBPDCL and shall pay the applicable open access charges at the rates to be determined by BERC for transmission of power from its power plant to the sub-station.

5.4 Project Monitoring

- i) After the signing of the PPA, all the selected project developers shall be required to submit to BRENDA/BSPHCL, the quarterly reports incorporating the copies of the permits/clearances/consents received from various departments/authorities, as applicable and documentary evidence for the achievement of the various milestones associated with the project as defined in Clause 3.25. The report shall also include any other relevant information which may affect the date of commissioning for project.
- ii) Further, the project developer should adhere to the following milestone schedule after the achievement of the Financial Closure for the Project.

Milestone	Time Period from the Achievement of Financial Closure	Documentary Evidence to be produced to BREDA / BSPHCL
No-Objection Certificate from State Pollution Control Board (if required)	Two months	Copy of approval letter from SPCB
Placement of Order/Agreement signing for purchase of plant and machinery for the project	Three months	Order/Agreement Copy
Payment of requisite advance or opening of irrevocable letter of credit with suppliers/contractors	Four months	Receipt of payment from the Supplier/Contractor
Receiving of plant and machinery for the project at site	Six Months	MDCC from Supplier/ Actual Site Photographs
Completion of Civil Infrastructure	Eight Months	Actual Site Photographs
Commissioning and commercial operation	Nine Months	Letter from Procurer

5.5 Role of Carbon Financing

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

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

The proceeds of carbon credit from approved CDM project shall be shared between generating company and concerned beneficiary (ies) in the manner as specified in Clause 21 (1) (a) (b) of BEREC (Terms and Conditions for Tariff determination from Solar Energy Sources) Regulation, 2010 notified in Bihar Gazette on 04.08.2010 or as amended time to time by BEREC.

5.6 Incentives/Applicability

All relevant provisions /incentives as provided in the "Bihar Policy for promotion of New and Renewable Energy Sources 2011" shall be applicable to projects selected under this RfP.

SECTION 6
FORMATS FOR BID SUBMISSION

6.0 FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the RfP. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Clause 3.5 of Section 3 and other submission requirements specified in the RfP.

- i. Format of Covering Letter (**Format 6.1**)
- ii. Format for Power of Attorney to authorized representative (**Format 6.2A**)
- iii. Format for Power of Attorney to Lead Member in case of Consortium (**Format 6.2B**)
- iv. Format for Earnest Money Deposit (EMD) (**Format 6.3 A**)
- v. Format for Performance Bank Guarantee (**Format 6.3 B**)
- vi. Check List for Bank Guarantee (**Annexure-A**)
- vii. List of Banks for issuance of BGs/ Performance Bank Guarantee (**Annexure-B**)
- viii. Format for Board Resolutions (**Format 6.4**)
- ix. Format for the Consortium Agreement (**Format 6.5**)
- x. Format for Financial Requirement (**Format 6.6**)
- xi. Format for Technical Criteria (**Format 6.7**)
- xii. List of Power sub-stations/Grid sub-stations of NBPDC/ SBPDCL/BSPTCL (**Annexure-C**)
- xiii. Format for Disclosure (**Format 6.8**)
- xiv. Summary Data Sheet (**Format 6.9**)
- xv. Details of the Proposed Technology (**Format 6.10**)
- xvi. Technical Parameters of PV Module for use in Grid Connected Solar Power Plants (**Annexure-D**)
- xvii. Format for Clarification on RfP Document (**Format 6.11**)
- xviii. Format for Discount on BERC Approved Tariff (**Format 6.12**)
- xix. Draft of Power Purchase Agreement to be executed between Procurer and the Selected Bidder(s) (**Format 6.13**)
- xx. Draft of Default Escrow Agreement to be executed between Procurer and the Selected Bidder(s) (**Format 6.14**)
- xxi. Draft of Agreement to Hypothecate cum Deed of Hypothecation to be executed between Procurer and the Selected Bidder(s) (**Format 6.15**)

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

Format 6.1 Covering Letter

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

Date: _____

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

Tel.#:

Fax#:

E-mail address#

To

**Chairman-cum-Managing Director,
Bihar State Power (Holding) Company Limited
Vidyut Bhawan, Jawahar Lal Nehru Marg,
Patna – 800 021 (Bihar)**

Sub: Response to RfP dated _____ for development of Grid Connected Solar PV Projects in the State of Bihar

Dear Sir,

We, the undersigned [*insert name of the 'Bidder'*] having read, examined and understood in detail the RfP including Qualification Requirements in particular and PPA for supply of solar power for 25 years to Procurer, hereby submit our response to RfP. We confirm that neither we nor any of our Parent Company/Affiliate/Group Company has submitted response to RfP other than this response to RfP, directly or indirectly, in response to the aforesaid RfP. We are submitting application for the development of following Solar PV Project (s):-

Project No.	Capacity (MW)	Details of EMD	All formats along with relevant documents for each project are enclosed at following Annexures
I			Flag X
II			Flag Y
III			Flag Z
IV			Flag AA

Note: - All formats as per Section 6 are to be filled separately for each project along with separate EMD for each project.

1. We give our unconditional acceptance to the RfP dated _____ [*Insert date in dd/mm/yyyy*] and PPA attached thereto, issued by BSPHCL. In token of our acceptance to the RfP & PPA, the same have been initialed by us and enclosed with the response to RfP. We shall ensure that the PPA is executed as per the provisions of the RfP and provisions of PPA shall be binding on us. Further, we confirm that the Project shall be commissioned within - 15 months of the date of signing of PPA.

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

- a) **For Project No. I:-** We have enclosed EMD of Rs..... (Insert Amount), in the form of bank guarantee no.....[*Insert bank guarantee number*] dated [*Insert date of bank guarantee*] as per Format 6.3A from [*Insert name of bank providing bank guarantee*] and valid up to.....in terms of Clause 3.23.1 of this RfP. The capacity of the Solar PV Project offered by us isMW [*Insert installed capacity*]
- b) **For Project No. II:-** We have enclosed EMD of Rs..... (Insert Amount), in the form of bank guarantee no.....[*Insert bank guarantee number*] dated [*Insert date of bank guarantee*] as per Format 6.3A from [*Insert name of bank providing bank guarantee*] and valid up to.....in terms of Clause 3.23.1of this RfP. The capacity of the Solar PV Project offered by us isMW [*Insert installed capacity*]
- c) **For Project No. III:-** We have enclosed EMD of Rs..... (Insert Amount), in the form of bank guarantee no.....[*Insert bank guarantee number*] dated [*Insert date of bank guarantee*] as per Format 6.3A from [*Insert name of bank providing bank guarantee*] and valid up to.....in terms of Clause 3.23.1of this RfP. The capacity of the Solar PV Project offered by us isMW [*Insert installed capacity*]
- d) **For Project No. IV:-** We have enclosed EMD of Rs..... (Insert Amount), in the form of bank guarantee no.....[*Insert bank guarantee number*] dated [*Insert date of bank guarantee*] as per Format 6.3A from [*Insert name of bank providing bank guarantee*] and valid up to.....in terms of Clause 3.23.1of this RfP. The capacity of the Solar PV Project offered by us isMW [*Insert installed capacity*]

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

4. **Acceptance**

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

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

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

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

7. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RfP and subsequent communications from the BSPHCL.

8. The information submitted in our Bid is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

9. We confirm that all the terms and conditions of our Bid are valid upto _____ [*Insert date in dd/mm/yyyy*] for acceptance (i.e. a period of one hundred and eighty (180) days from the last date of submission of Bid)

10. Contact Person

Details of the contact person are furnished as under:

Name :
Designation :
Company :
Address :
Phone Nos. :
Fax Nos. :
E-mail address :

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

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board as per Clause 3.7

Format 6.2A Format for Power of Attorney to be provided by the Bidding Company/Lead Member in favor of its representative

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, We[Name of the bidding company] having its registered office at, do hereby constitute, appoint and authorize Mr. / Ms.....(name and residential address) as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for the Project in response to the Request for Proposal dated issued by BSPHCL, including signing and submission of the Bid and all documents specified in the RfP, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc, making representations to the BSPHCL, and providing information / responses to the Authorized Representative of the BSPHCL, representing us in all matters before the Authorized Representative of BSPHCL, and generally dealing with the BSPHCL/Authorized Representative in all matters in connection with our Bid for the said Project.

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

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

Signed by the within named
[Insert the name of the executants]
through the hand of
Mr . _____
duly authorized signatory
Dated this ____ day of 2014

Accepted
Signature of Attorney
(Name, designation and address of the Attorney)

Attested

(Signature of Executant)

(Name, designation and Address of the Executant)

Signature and stamp of

Notary of the place of execution

Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and the same should be under common seal of the executants affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the Power of Attorney shall be duly authorized by the executants(s) in this regard.

Format 6.2B 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.....[Name of the Consortium member company] having its registered office at,and M/s[Name of the Consortium member company] having its registered office at, (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named (insert name of the Consortium **if finalized**) (hereinafter called the 'Consortium') vide Consortium Agreement dated.....(copy enclosed) and having agreed to appoint M/s.....[Name & Address of the Lead Member Company] as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws 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 against RfP. We also authorize the said Lead Member to undertake the following acts:

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

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

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

IN WITNESS WHEREOF M/s, [Name of the Consortium member company], 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.....

Request for Proposal of Grid Connected Solar PV Projects

(Signature of person authorized by the board)

(Name
Designation
Place:
Date:)

Accepted

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

Attested

(Signature of the executants)

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

Place:-----

Date:-----

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

Format 6.3 A – Format for Earnest Money Deposit

(Note: Separate EMDs in the form of BG to be submitted for each project)

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

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the Bid inter alia for selection of the project of the capacity of MW, at Bihar [Insert Capacity of Plant and name of the place(if available)] for supply of power there from on long term basis, in response to the RfP dated ____ issued by Bihar State Power (Holding) Company Limited (hereinafter referred to as 'BSPHCL') and BSPHCL considering such response to the RfP of [Insert the name of the Bidder] as per the terms of the RfP, the _____ [Insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to BSPHCL having registered office at Vidyt Bhawan, Jawahar Lal Nehru Marg at Patna (Bihar) forthwith on demand in writing from BSPHCL or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees ----- [Insert amount not less than that derived on the basis of Rs. 10 Lacs per MW of capacity proposed] only, on behalf of M/s. _____ [Insert name of the Bidder].

This guarantee shall be valid and binding on this Bank up to and including _____ [insert date of validity in accordance with Clause 3.23.1 of this RfP] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only). Our Guarantee shall remain in force until _____ [insert date of validity in accordance with Clause 3.23.1 of this RfP]. BSPHCL shall be entitled to invoke this Guarantee till _____ [insert date of validity in accordance with Clause 3.23.1 of this RfP].

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

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

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

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

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

Request for Proposal of Grid Connected Solar PV Projects

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____ [*Date to be inserted on the basis of Clause 3.23.1 of this RfP*]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if BSPHCL serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ [Insert Name of the Bank] _____

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Format 6.3 B – Format for Performance Guarantee

- Note:** 1. Separate BG to be submitted for each project
2. Performance Guarantee @ Rs.30 Lakh/MW is to be submitted in 3 Nos. of Bank Guarantee in the ratio of 20%, 40% & 40% value.

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

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

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

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only). Our Guarantee shall remain in force until _____ [*insert date of validity in accordance with Clause 3.23.1 of this RfP*]. BSPHCL shall be entitled to invoke this Guarantee till _____ [*insert date of validity in accordance with Clause 3.23.1 of this RfP*].

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

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

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

Request for Proposal of Grid Connected Solar PV Projects

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

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____ [*Date to be inserted on the basis of Clause 3.23.1 of this RfP*]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if BSPHCL serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ [Insert Name of the Bank] _____

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Annexure-A**Check List for Bank Guarantees**

Sl. No.	Details of Checks	Yes/No
a)	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
b)	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also the Stamp Paper should not be older than six months from the date of execution of BG).	
c)	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank.	
d)	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?	
e)	Is each page of BG duly signed / initialed by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
f)	Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
g)	Are the factual details such as Bid Document No. / Specification No./ Amount of BG and Validity of BG correctly mentioned in the BG	
h)	Whether overwriting/cutting if any on the BG have been properly authenticated under signature & seal of executants?	
i)	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
j)	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	

Annexure - B

List of Banks for issuance of BGs/ EMD/ Performance Bank Guarantee

SCHEDULED COMMERCIAL BANKS

A SBI AND ASSOCIATES

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

B NATIONALISED BANKS

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

C Scheduled Private Bank List

1. Federal Bank Ltd.
2. ING Vysya Bank Ltd.
3. Axis Bank Ltd.
4. ICICI Bank Ltd.
5. HDFC Bank Ltd.
6. Yes Bank Ltd.
7. Indusland Bank Ltd.
8. IDBI Bank Ltd.
9. Kotak Mahindra Bank

Format 6.4 -Format for Board Resolutions

The Board, after discussion, at the duly convened Meeting on (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956/2013 (as applicable), passed the following Resolution:

- 1. RESOLVED THAT** Mr/Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Project, 'Selection of Grid Connected Solar Photo Voltaic Project in Bihar', including signing and submission of all documents and providing information / response to RfP to BSPHCL, representing us in all matters before BSPHCL, and generally dealing with BSPHCL in all matters in connection with our bid for the said Project. **(To be provided by the Bidding Company or the Lead Member of the Consortium)**
- 2. FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956/2013 (as applicable) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest total equity in the Project. **(To be provided by the Bidding Company)**

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

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956/2013 (as applicable) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest (----%) equity [*Insert the % equity commitment as specified in Consortium Agreement*] in the Project. **(To be provided by the each Member of the Bidding Consortium including Lead Member such that total equity commitment is 100%)**

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

And

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

- 3. FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to M/s. (Insert name of Bidding Company/ Consortium Member(s)) to use our financial capability for meeting the Qualification Requirements for the Project 'Selection of Grid Connected Solar Photo Voltaic Project in Bihar' against RfP and confirm that all the equity

investment obligations of M/s.....(Insert Name of Bidding Company/ Consortium Member(s)), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us. **[To be passed by the entity(s) whose financial credentials have been used]**

Certified true copy

(Signature, Name and stamp of Company Secretary)

Notes:

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary. Memorandum and Articles of Association of the Bidder and its parent / affiliate whose credentials have been used should be submitted.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956/2013 (as applicable) may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

Format 6.5 – Format for Consortium Agreement

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

THIS Consortium Agreement (“Agreement”) executed on this _____ day of _____ Two thousand _____ between M/s [insert name of Lead Member] _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-1**”, which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-2**”, which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-n**”, which expression shall include its successors, executors and permitted assigns), [*The Bidding Consortium should list the details of all the Consortium Members*] for the purpose of submitting response to RfP, and execution of Power Purchase Agreement(in case of award), against RfP dated _____ issued by BSPHCL a Company incorporated under the [Company’s Act, 1956/2013 (as applicable), and having its Registered Office at _____ or _____ constituted under

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

WHEREAS the BSPHCL desires setting up of Grid Connected Solar PV Projects in Bihar;

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

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

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

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

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

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

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

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the PPA.
7. In case of any breach of any equity investment as well as other financing requirements commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences there of.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Patna alone shall have the exclusive jurisdiction in all matters relating thereto and arising there-under.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of Procurer in terms of the RfP.
12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by Procurer.

13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to the RfP Bid.

14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of Procurer.

15. This Agreement

(b) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;

(c) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and

(d) may not be amended or modified except in writing signed by each of the Members and with prior written consent of Procurer.

16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfP & PPA.

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

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

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

Witnesses:

1) Signature _____
Name:
Address:

2) Signature _____
Name:
Address:

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

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

Witnesses:

1) Signature _____
Name:
Address:

2) Signature _____
Name:
Address:

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

Request for Proposal of Grid Connected Solar PV Projects

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

Witnesses:

1) Signature_____

Name:

Address:

2) Signature_____

Name:

Address:

Signature and stamp of Notary of the place of execution

Note: -Technology Partner in a Consortium shall be a company with equity participation less than 10%.

Format 6.6- Format for Financial Requirement – Net Worth
(to be filled separately for individual projects)

[On the letter head of Bidder]

To,

Chairman-cum- Managing Director,
Bihar State Power (Holding) Company Limited,
Vidyut Bhawan, Jawahar Lal Nehru Marg
Patna – 800 021, Bihar

Dear Sir,

Sub: Response to RfP dated _____ for development of Solar PV Projects in the State of Bihar

We certify that the Bidding Company/Member in a Bidding Consortium _____ [Name of Bidding Company or Bidding Consortium] has a minimum Net Worth of Rs. (Rupees Crore) or equivalent US\$ based on

Description	Select any one financial year applicable
Audited annual accounts of any of the last four (4) financial years, 2009-10, 2010-11, 2011-12 and 2012-13 [<i>Strike out the financial years not applicable</i>]	

Net Worth has been calculated in accordance with instructions provided in Clause 3.5 B of the RfP.

Exhibit (i): Applicable in case of Bidding Company

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

Name of Company / Parent/ Affiliate	Name of Company / Parent/ Ultimate Parent/ Affiliate whose Net worth is to be considered	Relationship with Bidding Company*	Financial Year to be considered for Net Worth	Net Worth (in Rs. Crore) of the Member Company
Company 1				

Request for Proposal of Grid Connected Solar PV Projects

	Total
--	--------------

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

Exhibit (ii): Applicable in case of Bidding Consortium

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

Name of Member: [Insert name of the Member]

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

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

Name of Company / Parent/ Affiliate	Name of Company / Parent/ Ultimate Parent/ Affiliate whose Net worth is to be considered	Relationship with Bidding Company*	Financial Year to be considered for Net Worth	Net Worth (in Rs. Crore) of the Member Company	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
Company 1						

Total						

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

(Signature & Name of the person Authorized By the board)

(Signature and Stamp of Statutory Auditor or Chartered Accountant)

Date:

Note:

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

Format 6.7- Format For Technical Criteria
(to be filled separately for individual projects)

[On the letter head of Bidder]

To,

Chairman-cum- Managing Director,
Bihar State Power (Holding) Company Limited,
Vidyut Bhawan, Jawahar Lal Nehru Marg
Patna – 800 021, Bihar

Dear Sir,

Sub: Response to RfP dated _____ for development of Solar PV Projects in the State of Bihar

We hereby certify that the _____ [*Insert Name of the technology*] proposed by us for Solar PV project is commercially established technology and following project(s) based on this technology is successfully operational since ____ years:

Sl. No.	Name of the Project	Capacity of the Project	Location	Operational Period	Documentary Evidence
1					
2					
3					

Further, We hereby undertake to certify in line with Clause 3.25 under the title “Financial Closure” that the following milestone schedule shall be adhered by us after signing of PPA: -

Milestone	Time Period from the Signing of the PPA	Documentary Evidence to be produced to BREDA / BSPHCL
Approval from State Transmission Utility/ Discom regarding the feasibility of grid connectivity of the project site.	Four Months	Approval Letter from BSPTCL / NBPDC/ SBPDCL
Clear Possession of the required land for project development	Five Months	o Ownership or lease hold rights from State agency only (for at least 30 years) in the name of the Project Developer and possession of 100% of the area of land required for the allotted project. Land can be taken on lease from State agency only.

Request for Proposal of Grid Connected Solar PV Projects

Milestone	Time Period from the Signing of the PPA	Documentary Evidence to be produced to BREDA / BSPHCL
		<ul style="list-style-type: none"> ○ Certificate by the concerned and competent revenue / registration authority for the acquisition / ownership / vesting of the land in the name of the Project Developer. ○ Sworn affidavit from the Authorized person of the developer listing the details of the land and certifying total land required for the project under clear possession of the Project Developer. ○ In case of Bidding Consortium, the possession of land or lease hold right of land from State agency is in the name of non lead member, the same will be accepted against application and would be required to be transferred to the Project Company before signing of PPA.
Financial Closure	Six Months	Copy of the Sanction Letter received from the Financial Institutes/ Banks

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

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

Request for Proposal of Grid Connected Solar PV Projects

Annexure-C

List of Existing Grid sub-stations of BSPTCL

Sl.no	Name of grid subs.	Voltage Level (220/132)kv	Capacity (in mva)	Voltage Level (132/33)kv	Capacity (in mva)	Voltage Level (132/25)kv	Capacity (in mva)	District	Block
1.	Forbeshganj	-----	-----	(132/33) KV	2x20	-----	-----	Araria	Forbeshganj
2.	Sonenagar	-----	-----	(132/33) KV	2x50	(132/25)KV	1X20 + 1X21.6	Aurangabad	Barun
3.	Rafiganj	-----	-----	(132/33) KV	2x20	-----	-----	Aurangabad	Rafiganj
4.	Aurangabad	-----	-----	(132/33) KV	2X20	-----	-----	Aurangabad	Aurangabad
5.	Goh	-----	-----	(132/33) KV	2x20	-----	-----	Aurangabad	Goh
6.	Begusarai	(220/132)KV	1x100	(132/33) KV	2x50	-----	-----	Begusarai	Barauni
7.	Buxar	-----	-----	(132/33) KV	2x20	-----	-----	Buxar	Itarhi
8.	Dumraon	-----	-----	(132/33) KV	2x20	-----	-----	Buxar	Dumraon
9.	Sabour	-----	-----	(132/33) KV	2X50	-----	-----	Bhagalpur	Sabour
10.	Sultanganj	-----	-----	(132/33) KV	2X20	-----	-----	Bhagalpur	Sultanganj
11.	Kahalgaon	-----	-----	(132/33) KV	2X20	-----	-----	Bhagalpur	Kahalgaon
12.	Naugachhia	-----	-----	(132/33) KV	2X20	-----	-----	Bhagalpur	Naugachhia

Request for Proposal of Grid Connected Solar PV Projects

Sl.no	Name of grid subs.	Voltage Level (220/132)kv	Capacity (in mva)	Voltage Level (132/33)kv	Capacity (in mva)	Voltage Level (132/25)kv	Capacity (in mva)	District	Block
13.	Ara	-----	-----	(132/33) KV	2X20	-----	-----	Bhojpur	Ara
14.	Banka	-----	-----	(132/33) KV	2X20	-----	-----	Banka	Banka
15.	Darbhanga	(220/132)KV	2X100	(132/33) KV	1X50 + 1X20	-----	-----	Darbhanga	Bahadurpur
16.	Motihari	-----	-----	(132/33) KV	2X20	-----	-----	East Champaran	Motihari
17.	Dhaka	-----	-----	(132/33) KV	2X10	-----	-----	East Champaran	Dhaka
18.	Raxaul	-----	-----	(132/33) KV	2X20	-----	-----	East Champaran	Raxaul
19.	Bodh Gaya	(220/132) KV	3X150	(132/33) KV	2X50	-----	-----	Gaya	Bodh Gaya
20.	Chandauti	-----	-----	(132/33) KV	2X50	(132/25) KV	2X13.35	Gaya	Gaya
21.	Belaganj	-----	-----	(132/33) KV	1x10+1x20	-----	-----	Gaya	Belaganj
22.	Tekari	-----	-----	(132/33) KV	2X20	-----	-----	Gaya	Tekari
23.	Wazirganj	-----	-----	(132/33) KV	2X20	-----	-----	Gaya	Wazirganj
24.	Gopalganj	(220/132) KV	2X100	(132/33) KV	2X20	-----	-----	Gopalganj	Gopalganj
25.	Jamui	-----	-----	(132/33) KV	2X20	-----	-----	Jamui	Jamui

Request for Proposal of Grid Connected Solar PV Projects

Sl.no	Name of grid subs.	Voltage Level (220/132)kv	Capacity (in mva)	Voltage Level (132/33)kv	Capacity (in mva)	Voltage Level (132/25)kv	Capacity (in mva)	District	Block
26.	Jehanabad	-----	-----	(132/33) KV	2X20	-----	-----	Jehanabad	Jehanabad
27.	Hulashganj	-----	-----	(132/33) KV	2X20	-----	-----	Jehanabad	Hulashganj
28.	Katihar	-----	-----	(132/33) KV	3X20	-----	-----	Katihar	Katihar
29.	Khagaria	-----	-----	(132/33) KV	2X20	-----	-----	Khagaria	Khagaria
30.	Kishanganj	-----	-----	(132/33) KV	2X20	-----	-----	Kishanganj	Kishanganj
31.	Mohania	-----	-----	(132/33) KV	2X20	-----	-----	Kaimur	Mohania
32.	Karmnasa	-----	-----	(132/33) KV	1x50+1x20	(132/25) KV	1X20 + 1x21.6	Kaimur	Durgawati
33.	Lakhisarai	-----	-----	(132/33) KV	3X20	-----	-----	Lakhisarai	Lakhisarai
34.	Udakishanganj	-----	-----	(132/33) KV	2X20	-----	-----	Madhepura	Udakishanganj
35.	Muzaffarpur	-----	-----	(132/33) KV	2X50	-----	-----	Muzaffarpur	Muzaffarpur
36.	Jamalpur	-----	-----	(132/33) KV	1X50 + 1X20	-----	-----	Munger	Jamalpur
37.	Madhubani	-----	-----	(132/33) KV	2X20	-----	-----	Madhubani	Rahika
38.	Pandaul	-----	-----	(132/33) KV	2X20	-----	-----	Madhubani	Pandaul
39.	Jainagar	-----	-----	(132/33) KV	2X10	-----	-----	Madhubani	Jainagar
40.	Phulparas	-----	-----	(132/33) KV	2X10	-----	-----	Madhubani	Phulparas

Request for Proposal of Grid Connected Solar PV Projects

Sl.no	Name of grid subs.	Voltage Level (220/132)kv	Capacity (in mva)	Voltage Level (132/33)kv	Capacity (in mva)	Voltage Level (132/25)kv	Capacity (in mva)	District	Block
41.	Nawadah	-----	-----	(132/33) KV	2X20	-----	-----	Nawadah	Nawadah
42.	Biharsharif	(220/132) KV	3X150	(132/33) KV	1X20	-----	-----	Nalanda	Biharsharif
43.	Bariparahi	-----	-----	(132/33) KV	2X50	-----	-----	Nalanda	Biharsharif
44.	Rajgir	-----	-----	(132/33) KV	2X20	-----	-----	Nalanda	Rajgir
45.	Ekangarsarai	-----	-----	(132/33) KV	2X20	-----	-----	Nalanda	Ekangarsarai
46.	Fatuah	(220/132) KV	3X100	(132/33) KV	3X50	-----	-----	Patna	Fatuah
47.	Khagaul	(220/132) KV	3X100	(132/33) KV	3X50	-----	-----	Patna	Danapur
48.	Jakkanpur	-----	-----	(132/33) KV	3X50 + 1X20	-----	-----	Patna	Patna Sadar
49.	Masaurhi	-----	-----	(132/33) KV	2X20	-----	-----	Patna	Masaurhi
50.	Bihta	-----	-----	(132/33) KV	2X50	-----	-----	Patna	Bihta
51.	Gayghat	-----	-----	(132/33) KV	2X50	-----	-----	Patna	Patna City
52.	Mithapur	-----	-----	(132/33) KV	2X50	-----	-----	Patna	Patna City
53.	Katra	-----	-----	(132/33) KV	2X50	-----	-----	Patna	Patna Sadar
54.	Hathidah	-----	-----	(132/33) KV	3X20	-----	-----	Patna	Mokamah
55.	Barh	-----	-----	(132/33) KV	2X20	-----	-----	Patna	Barh
56.	Purnea	-----	-----	(132/33) KV	2X50 + 1X20	-----	-----	Purnea	Purnea East

Request for Proposal of Grid Connected Solar PV Projects

Sl.no	Name of grid subs.	Voltage Level (220/132)kv	Capacity (in mva)	Voltage Level (132/33)kv	Capacity (in mva)	Voltage Level (132/25)kv	Capacity (in mva)	District	Block
57.	Dehri-On-Sone	(220/132) KV	3X100 + 1X50	(132/33) KV	2x50	-----	-----	Rohtas	Dehri
58.	Sasaram	-----	-----	(132/33) KV	2X20	-----	-----	Rohtas	Sasaram
59.	Bikramganj	-----	-----	(132/33) KV	2X20	-----	-----	Rohtas	Surajpur
60.	Banjari	-----	-----	(132/33) KV	2X20	-----	-----	Rohtas	Bangari
61.	Sitamarhi	-----	-----	(132/33) KV	1X20+1x50	-----	-----	Sitamarhi	Dumra
62.	Chapra	-----	-----	(132/33) KV	1X20 + 1X12.5 1X50	-----	-----	Saran	Chapra
63.	Sheetalpur	-----	-----	(132/33) KV	1x20 + 1x10	-----	-----	Saran	Sheetalpur
64.	Siwan	-----	-----	(132/33) KV	2X20	-----	-----	Siwan	Siwan
65.	Samastipur	-----	-----	(132/33) KV	1X50 + 2X20	-----	-----	Samastipur	Samastipur
66.	Dalsingsarai	-----	-----	(132/33) KV	2x20	-----	-----	Samastipur	Dalsingsarai
67.	Supaul	-----	-----	(132/33) KV	2X10	-----	-----	Supaul	Supaul
68.	Kataiya (Birpur)	-----	-----	(132/33) KV	2X20	-----	-----	Supaul	Basantpur
69.	Shaharsha	-----	-----	(132/33) KV	2X20	-----	-----	Shaharsha	Kahra
70.	Shekhpura	-----	-----	(132/33) KV	2X20	-----	-----	Shekhpura	Shekhpura
71.	Hajipur	-----	-----	(132/33) KV	2X20 1X50	-----	-----	Vaishali	Hajipur
72.	Vaishali	-----	-----	(132/33) KV	2X20	-----	-----	Vaishali	Vaishali
73.	Bettiah	-----	-----	(132/33) KV	2X20	-----	-----	West Champan	Bettiah
74.	Ramnagar	-----	-----	(132/33) KV	2X20	-----	-----	West Champan	Ramnagar
75.	Karpi (Ataula)	-----	-----	(132/33) KV	2X20	-----	-----	Arwal	Karpi
76.	Musrakh	-----	-----	(132/33) KV	2X20	-----	-----	Siwan	Musrakh
77.	Harnaut	-----	-----	(132/33) KV	2X20	-----	-----	Nalanda	Harnaut
78.	Digha	-----	-----	(132/33) KV	2X50	-----	-----	Patna	Digha

Request for Proposal of Grid Connected Solar PV Projects

Sl.no	Name of grid subs.	Voltage Level (220/132)kv	Capacity (in mva)	Voltage Level (132/33)kv	Capacity (in mva)	Voltage Level (132/25)kv	Capacity (in mva)	District	Block
79.	Sherghati	-----	-----	(132/33) KV	2X20	-----	-----	Gaya	Sherghati
80.	SKMCH	-----	-----	(132/33) KV	2X50	-----	-----	Muzaffarpur	SKMCH
81.	Jagdishpur	-----	-----	(132/33) KV	2X20	-----	-----	Bhojpur	Jagdishpur
82.	Runni Saidpur	-----	-----	(132/33) KV	2X20	-----	-----	Sitamarhi	Runni Saidpur
83.	Nalanda	-----	-----	(132/33) KV	2X20	-----	-----	Nalanda	Nalanda

220/132 KV GRIDS : 08 NOS.

132/33 KV GRIDS : 83 NOS.

132/25 KV GRIDS : 03 NOS.

Request for Proposal of Grid Connected Solar PV Projects

List of Existing Power sub-stations of NBPDC & SBPDCL

SI No.	Grid	Name of 33 KV Feeder & its Load in MW	Name of 33/11 KV P/S/S with its capacity	11 KV Feeder	Max. Load in Amps.	Max. Load in MW.
1	Digha Grid 2X 50 MVA 132/33 KV Transformer Max. Load=48.82 MW	Digha -I, 300 Amp. Max. Load=12.41 MW	Digha Old (3 x 5 MVA)	Bata	150	2.50
				Canal	200	3.33
				TOTAL:-	350	8.83
			R.B.I (1x5 MVA)	Industrial	115	1.92
				R.B.I.	100	1.66
				TOTAL:-	215	3.58
		Digha-II Max. Load=5.20 MW	Digha New Central Store (2x5 MVA)	Digha	119	1.98
				Rajeev Nagar	193	3.22
				TOTAL:-	312	5.2
		Digha-III Max. Load=17.66 MW	Excise Colony (1x5 + 1x10 MVA)	Raja Bazaar	316	5.26
				Ashiyana Nagar	200	3.33
				Excise Colony	20	0.33
				TOTAL:-	536	8.91
			Part of I.G.I.M.S (5x5 MVA)	A.G.Colony	175	2.92
				Shashtri Nagar	115	1.92
				I.G.I.M.S (Hospital)	21	0.35
				TOTAL:-	311	5.19
			Veterinary (2x5 MVA)	Airport	50	0.83
				HMRI	54	0.90
				B.V. College	90	1.50
TOTAL:-	214			3.56		
Digha-IV Patliputra . Max. Load=13.55 MW	Patliputra (2x5 + 2 x10 MVA)	I.T.I	240	4.00		
		Industrial -II	160	2.66		
		TOTAL:-	400	6.66		

Request for Proposal of Grid Connected Solar PV Projects

			Raja Pur (2x5 MVA)	Mandiri	184	3.06
				B.C. Road		
				Rajapur	230	3.83
				Nehru Nagar		
				TOTAL:-	414	6.89
Grand Total:-	48.82	Grand Total:-	48.82			
2	Katra (2x50 MVA)Max. Load=25.10 MW	SabbalpurMaximum Load = 2.8 MW	Sabalpur2x3.15 MVA	Raibagh	150	2.50
				Kothiya	100	1.67
				TOTAL:-	250	4.17
		Pahari Feeder 300 Amp Max. Load=18 MW	Pahari(4x5 MVA)	Setu	215	3.58
				Pahari	180	3.00
				Bariya	140	2.33
				Pajawa	210	3.50
				TOTAL:-	745	12.42
		Karmalichak Max. Load = 4.3 MW	Sampatchak 1x5+2x3.15 MVA	Sohgi	100	1.67
				Sona Gopalpur	90	1.50
				Gaurichak	105	1.75
				TOTAL:-	295	4.92
		TOTAL:-		4.30		
Grand Total:-	25.10	Grand Total:-	25.80			
3	Kishanganj2 x20 MVA132/33 KV TransformerMax. Load = 24.10 MW	PaschimpalliMaximum Load = 6 MW	Pachim Pali3x5 MVA	Town-1	40	0.67
				Town-2	140	2.33
				Town-3	108	1.80
				Feeder No.- 4	45	0.75
				TOTAL:-	333	5.55
		Bahadurganj Maximum Load = 4.7 MW	Bahadurganj 2x3.15 MVA	Bahadurganj	63	1.05
				Gangi	13	0.22
				Lohagara	48	0.80

Request for Proposal of Grid Connected Solar PV Projects

				Locha	81	1.35
				TOTAL:-	205	2.07
			Dighal Bank 2x3.15 MVA	Dighal Bank	30	0.50
				Singhmari	20	0.33
				Tappu	30	0.50
				Padampur	25	0.42
				TOTAL:-	105	1.75
	Purabpallipalli Maximum Load = 2.6 MW	Purab pali 3x5 MVA	Town-1	32	0.53	
			Town-2	96	1.60	
			Railway	21	0.35	
			TOTAL:-	149	2.48	
	Kochadhaman Maximum Load = 4.8 MW	Kochadhaman (Sarai) 2x3.15 MVA	Kaniya Bari	90	1.50	
			Mahadev Deghi	95	1.58	
			Sontha	75	1.25	
			Kala Nagin	65	1.08	
			TOTAL:-	325	5.42	
	Thakurganj Maximum Load = 6 MW	Chattar Gach 2x3.15 MVA	Raipur	50	0.83	
			Suhagi	25	0.42	
			Sarogora	70	1.17	
			Pothia	50	0.83	
			TOTAL:-	195	3.25	
			Thakurganj 1x1.5+2x3.15 MVA	Thakurganj	64	1.07
				Galgaliya	84	1.40
				Tayabpur	78	1.30
				Powakhali	52	0.87
				TOTAL:-	278	4.63
	Grand Total:-	24.10		Grand Total:-		25.15
4	Udakisanganj2 x 20 MVA132/33 KV	UdakishanganjMaximum Load= 7 MW	Udakishanganj2x3+1 x5 MVA	Bihariganj		3.25
				Baratani		1.50

Request for Proposal of Grid Connected Solar PV Projects

	TransformerMax. Load=7 MW			Gwalpara		1.79
				Chausa		2.76
				TOTAL:-		9.30
			Alamnagar 1x5+1x3 MVA	Alamanagar		2.51
				TOTAL:-		2.51
	Grand Total:-		7.00	Grand Total:-		11.81
5	Banka GridMax. Load= 21MW	BankaMaximum Load= 9.50 MW	33/11 KV PSS Banka 2X5 MVA	Banka (Town)	196	3.27
				Banka (Rural)	130	2.17
				Amarpur	10	0.17
				Barahat	10	0.17
				TOTAL:-	346	5.77
			33/11 KV PSS Amarpur 2x3.15 mva	Amprpur	45	0.75
				Sahkuna	55	0.92
				TOTAL:-	100	1.67
			Barahat Maximum Load= 5 MW	33/11 KV PSS Barahat 2X3.15 MVA	Barahat	10
		Kharhara			90	1.5
		Bishahar			60	1.0
		Birangarh			32	0.5
		TOTAL:-		192	3.20	
		33 KV PSS Baunsi 1X3.15 + 1X1.6 MVA		Baunsi	128	2.13
				Barahat	63	1.05
			TOTAL:-	191	3.18	
		Abhijit Group Maximum Load = 0.5 MW			TOTAL:-	
Rajaun Maximum Load= 2 MW	33/11 KV PSS Rajaun 2X3.15 MVA	Rajaun	30	0.5		
		PHED Rajaun	15	0.25		
		Dharmaichak	25	0.42		
		TOTAL:-	70	1.17		

Request for Proposal of Grid Connected Solar PV Projects

		Katoria Maximum Load= 4 MW	33 KV PSS Katoria 2X3.15 MVA	Katoria Town	90	1.50
				Jaipur	45	0.75
				Suia	65	1.08
				Bhebbhiya	20	0.33
				TOTAL:-	220	3.67
			33 KV PSS Chanan 2X3.15 MVA	Chandan	22	0.37
				Goriyari	22	0.37
				Turki	38	0.63
				Bank	20	0.33
				TOTAL:-	102	1.70
Grand Total:-	21.00	Grand Total:-	20.85			
6	Barh2 X 20 MVA132/33 KV TransformerMax. Load=24 MW	Bihari BighaMaximum Load= 9 MW	Bihari Bigha2 x3.15 MVA	Rice	30	0.50
				Manikpur	25	0.42
				Chaturbhujpur	25	0.42
				Pokharpur	70	1.17
				TOTAL:-	150	2.50
		Barh Maximum Load= 15 MW	Barh 4 x 5 MVA	PHED	150	2.50
				Pandarak	160	2.67
				Malahi	180	3.00
				TOTAL:-	490	8.17
			Bakhtiyarpur 1 x 5 + 3 x 1.5 MVA	Bakhtiyarpur	210	3.50
				Rural	120	2.00
				Telmar	190	3.17
				Duplicate	120	2.00
TOTAL:-	640	10.67				
Grand Total:-	24.00	Grand Total:-	21.33			
7	Hulasganj 2 x20 MVA 132/33 KV	Hulasganj Maximum Load = 2.23 MW	Hulasganj 2 x 3.15 MVA	Feeder-1		1.30
				Feeder-2		1.00
				TOTAL:-		2.30

Request for Proposal of Grid Connected Solar PV Projects

	Transformer Max. Load = 8.47 MW	Khijarsarai Maximum Load = 3.26 MW	Khijarsarai 1 x3.15 MVA	Town	90	1.50
				Back	40	0.67
				Teusa Bela	40	0.67
				Kurwa	50	0.83
				TOTAL:-		3.67
	Ghosi Maximum Load = 2.98 MW	Ghosi 1 x3.15+1x1.6 MVA	Ghosi Town		1.16	
			Bandhuganj		1.22	
			Hulasganj		1.22	
			TOTAL:-		3.60	
	Grand Total:-	8.47		Grand Total:-		9.57
8	Wazirganj 2 x 20 MVA 132/33 KV Transformer Max. Load=6.80 MW	Wazirganj Maximum Load = 6.8 MW	Wazirganj 2 x 3.15 MVA	Town	100	1.67
				Kajur	70	1.17
				Sebtar	50	0.83
				Terma	50	0.83
				TOTAL:-	270	4.5
	Fatehpur 1 x3.15 MVA	Town	130	2.17		
		Tankupa	40	0.67		
		Terma	80	1.33		
		TOTAL:-	250	4.17		
	Grand Total:-	6.80		Grand Total:-		8.67
9	Goh 2 x20 MVA 132/33 KV Transformer Max. Load=3.15 MW	Goh Maximum Load = 1.15 MW	Goh 1 x3 MVA	Town		1
				Upnaga		0.4
				Deohara		0.5
				Kudaul		1.1
				TOTAL:-		3.00
	Hanspura Maximum Load = 1 MW	Hanspura 2 x3.15 MVA	Feeder-1		1	
			Feeder-2		1.1	
			TOTAL:-		2.10	
	Konch	Konch	Town	40	0.67	

Request for Proposal of Grid Connected Solar PV Projects

		Maximum Load = 1 MW	1 x3.15 MVA	Sinduari	15	0.25
				Anti	35	0.58
				TOTAL:-		1.50
	Grand Total:-	3.15		Grand Total:-		6.60
10	Mashrakh 2x20 MVA Max. Load= 4 MW	Mashrakh (Baniyapur) Maximum Load = 4 MW	Baniyapur 2x3 MVA	Nagra	190	3.17
				Janta Bazar	50	0.83
				Baniapur	90	1.50
				TOTAL:-	330	5.5
			Mashrakh 2x3.15 MVA	Mashrakh Rural	125	2.08
				Mashrakh Urban	30	0.50
				Hanumanganj	120	2.00
				TOTAL:-	275	4.58
			Panapur 2x3.15 MVA	Totaha	35	0.58
				Dubauli	35	0.58
				Panapur	30	0.50
				TOTAL:-	100	1.67
			Grand Total:-	4.00		Grand Total:-
11	Bihta2 X 50 MVA132/33 KV TransformerMax. Load=57 MW	Bihta -2Maximum Load=18 MW	Bihta Old2x5 MVA	Bihta (U)	120	2.00
				Maner (U)	110	1.83
				Naubatpur (U)	215	3.58
				Jeenpura (M)		0.00
				CPWD (M)	40	0.67
				TOTAL:-	485	8.08
			Pareo 2x3 MVA	Pareo (R)	24	0.40
				Lai (R)	50	0.83
				TOTAL:-	74	1.23
			Kanpa 2x3.15+ 1X1.6 MVA	Kanpa (R)	60	1.00
				Bikram M)	80	1.33
				Barah (R)	65	1.08

Request for Proposal of Grid Connected Solar PV Projects

				TOTAL:-	205	3.42
			Lalabhadsara 2x3.15 MVA	Bikram (M)	70	1.17
				Masaurhi (M)	25	0.42
				Lalabhadsara (R)	15	0.25
				Dulhin Bazar (M)	60	1.00
				TOTAL:-	170	2.83
			Paliganj 1x5+2x3.15 MVA	Shigori (M)	85	1.42
				Banauli (R)	80	1.33
				Mahabalipur (R)	70	1.17
				Paliganj (M)	110	1.83
				TOTAL:-	345	5.75
			Koilwar 2 x 5 +1x 3.15 MVA	Chandi (R)	170	2.83
				Dhandiha (R)		0.00
				Koilwar Rural (R)	175	2.92
				Koilwar Urban (U)	110	1.83
				Industrial Gidha (R)	75	1.25
				TOTAL:-	360	8.83
		Bihta -5 Maximum Load=2 MW	Airforce 1x5 +1x1.6 MVA	VCL (M)	140	2.33
				Rural (R)	180	3.00
				TOTAL:-	320	5.33
			Maner 2 x5 MVA	Town (U)	190	3.17
				Rural (R)	93	1.55
			Simri (R)	127	2.12	
			TOTAL:-	410	6.83	
	Grand Total:-	57.00		Grand Total:-		42.32
12	Gaightat (2 x50 MVA) Max. Load=68.50 MW	Gaightat,360 Amp. Max. load = 16 MW	Gaightat 2x5 MVA	Gaightat	230	3.83
				Tripoliya	230	3.83
				TOTAL:-	460	7.67
			NMCH	Biscoman	240	4.00

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			(1x5 + 1x10 MVA)	Sultanganj	360	6.00
				TOTAL:-	600	10.00
		Meena Bazar,325 Amp. Max. Load = 13 MW	Meena Bazar (4x5+1 x10 MVA)	Chowk	240	4.00
				Pachim Darwaja	200	3.33
				Maharajganj	225	3.75
				West	150	2.50
				City	350	5.83
				TOTAL:-	1165	19.42
		Patna City,400 Amp. Max. Load = 20.50 MW	Mangal Talab (5x5 MVA)	Kali Asthan	210	3.50
				Station Road	200	3.33
				Jhouganj	190	3.17
				Khajkella	230	3.83
				TOTAL:-	830	13.83
			Malsalami (1x5+ 1x3.15 MVA)	Marufganj	200	3.33
				Malsalami	90	1.50
				TOTAL:-	290	4.83
		Saidpur Feeder,400Amp. Max. Load = 19 MW	Saidpur (3x5 + 1x10 MVA)	University	108	1.80
				Saidpur	200	3.33
				Gulzarbagh	145	2.42
				Exchange Feeder	51	0.85
				TOTAL:-	504	8.40
			Machhuatoli 2x5 MVA	Inner	181	3.02
				Outer	163	2.72
				TOTAL:-	344	5.73
	Grand Total:-	68.50		Grand Total:-		69.88
13	Forbesganj2 x20 MVA132/33 KV TransformerMax. Load = 32 MW	ForbesganjMaximum Load = 12 MW	Forbesganj3x5+1x3.15 MVA	Sadar Road	172	2.87
				Hospital Road	90	1.50
				Jogbani	185	3.08
				Narpatganj	108	1.80

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			Dholbazza	115	1.92
			TOTAL:-	670	11.17
	Araria Maximum Load = 6 MW	Araria 1x5+2x3.15 MVA	Town-1	201	3.35
			Kursakata	129	2.15
			Chandrauel	15	0.25
			Navodaiya	5	0.08
			Ars	29	0.48
			Marketing	25	0.42
			TOTAL:-	404	6.73
			Jokihat 2x3.15 MVA	Mirzapur	70
		Bhargama		35	0.58
		Jokihat		10	0.17
		Chakai		50	0.83
		Bairghachi		150	2.50
		Jahanpur		40	0.67
			TOTAL:-	355	5.92
	Narpatganj Maximum Load = 4 MW	Narpatganj 2x3.15 MVA	Ramghat	170	2.83
			Mudoll	145	2.42
			Achra	135	2.25
			Town	114	1.90
			TOTAL:-	564	9.40
	Raniganj Maximum Load = 4 MW	Raniganj 2x3.15 MVA	Raniganj Town	56	0.93
			Bistoria	106	1.77
			Gidwas	114	1.90
			Bhergama	75	1.25
			TOTAL:-	351	5.85
	Jalalgarh Maximum Load = 6 MW	Jalalgarh 2X5 MVA	Kasba	160	2.67
			Jalalgarh	120	2.00
			Garbaneli	110	1.83

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				Sirnagar	125	2.08
				TOTAL:-	515	8.58
	Grand Total:-	32.00		Grand Total:-		47.65
14	Supaul2 x 10 MVA132/33 KV TransformerMax. Load = 14 MW	SupaulMaximum Load= 10 MW	Supaul3x5 MVA	Town-1	200	3.33
				Town-2	40	0.67
				Basbiti	60	1.00
				Veena	170	2.83
				Navoday	25	0.42
				Barauri	45	0.75
				TOTAL:-	540	9.00
		Pipra 1x5+1x3 MVA	Maheshpur	110	1.83	
			Pipra	160	2.67	
			TOTAL:-	270	4.50	
		Kishanpur 2X1.6 MVA	Railway	25	0.42	
			Kishanpur	70	1.17	
			TOTAL:-	95	1.58	
		Parisarma Maximum Load= 4.0 MW	Parisarma 2x5 MVA	Bairo	100	1.67
Sunderpur	50			0.83		
Sarai	55			0.92		
Karanpur	30			0.50		
TOTAL:-	235			3.92		
Grand Total:-	14.00		Grand Total:-		19.00	
15	Sultanganj2 x 20 MVA132/33 KV TransformerMax. Load = 23 MW	TarapurMaximum Load= 8 MW	Tarapur2x5 MVA	Tarapur	120	2.00
				Asarganj	190	3.17
				Sangrampur	0	0.00
				Launa	60	1.00
				TOTAL:-	370	6.17
		Belhar	Belhar	16	0.27	

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			1x3.15+1x1.6 MVA	Dhuri	11	0.18	
				Khesar	25	0.42	
				Sahebganj	8	0.13	
				TOTAL:-	60	1.00	
			Kharagpur 2x3.15 MVA	Kharagpur North	60	1.00	
				Kharagpur South	50	0.83	
				Kharagpur Town	63	1.05	
				TOTAL:-	173	2.88	
			Shahkund Maximum Load= 3 MW	Shahkund 2x3.15 MVA	Shahkund	80	1.33
					Phulwariya	60	1.00
					TOTAL:-	140	2.33
			Sultanganj Maximum Load= 10 MW	Sultanganj 1x3.15+2x5 MVA	Asarganj	112	1.87
					Sultanganj	193	3.22
					Gangania	50	0.83
					Akbarnagar	186	3.10
TOTAL:-	541	9.02					
Shambhuganj Maximum Load= 2 MW	Shambhuganj (Patwara) 1x3.15 MVA	Shambhuganj	30	0.50			
		TOTAL:-	30	0.5			
Grand Total:-	23.00		Grand Total:-		21.90		
16	Ekangarsarai2 X20 MVA132/33 KV TransformerMax. Load = 17.40 MW	IslampurMaximum Load = 5.1 MW	Islampur2x3.15 MVA	Town (U)	11 KV control & Realy panel not working	3.33	
				Mubarakpur (R)		0.50	
				Ratanpura (R)		2.33	
				TOTAL:-		6.17	
			Khudaganj 2x3.15 MVA	Bardaha (R)		0.33	
				Serthua(R)		0.67	
				Panhar (R)		0.75	
				Khudaganj (M)		0.33	
				TOTAL:-		2.08	

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		Hilsa Maximum Load = 5.2 MW	Hilsa 2x5 +1x3.15 MVA	Karari (R)		1.00
				Hilsa Town (U)		2.80
				Nagarnausa (R)		0.67
				Chiksaura (R)		0.83
				Kajichak (R)		0.67
				Indaut (R)		0.30
				TOTAL:-		6.27
				Ekangasarai Maximum Load = 2.7 MW	Ekangarsarai 2x5 MVA	Bazar (U)
		Telhara (U)				1.33
		Ekangardih (R)				1.67
		Islampur (R)				1.17
		Hilsa (R)				0.67
		TOTAL:-		6.00		
		Parwalpur Maximum Load = 4.4 MW	Parwalpur 1x5+1x3.15 MVA	Bazar (U)		0.50
				Khaira (R)		1.17
Nischalganj(R)				2.50		
Bangpur (R)				0.50		
TOTAL:-				4.17		
Grand Total:-		17.40	Grand Total:-		24.68	
17	Shekhpura2 x 20 MVA132/33 KV TransformerMax. Load=18 MW	ShekhpuraMaximum Load= 6.75 MW	Shekhpura2x5 +1x 3.15 MVA	Katra	195	3.25
				Girihinda	120	2.00
				Kalari	36	0.60
				Barbigha	65	1.08
				Pachna	48	0.80
				TOTAL:-	464	7.73
		Ariari Maximum Load= 2.75 MW	Ariari 1x 1.6 MVA	Ariari		1.3
				TOTAL:-		1.30
		Bhalua	Bhalua		1.2	

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			1x3.15+ 1x 1.6 MVA	Asardih		1.8
				TOTAL:-		3.00
			Barma 1x 1.6 MVA	Kaithma		1.5
				Sultanpur		
				TOTAL:-	0	1.50
		Onama Maximum Load= 7.25 MW	Mirjapur 2x 3.15 MVA	Barbigha Town	156	2.6
				Barbigha Rural		
				TOTAL:-	156	2.60
			Sermera 1x 3.15 MVA	Sermera		1.9
				TOTAL:-		1.90
		Onama 1x 1.6 MVA	Onama	124	2.07	
			Nimi			
			TOTAL:-	124	2.07	
		Katari Maximum Load= 0.5 MW	Katari 1x3.15+ 1x 1.6 MVA	Mehus		1
				Kamta		
				TOTAL:-		1.00
		Hathiyama Maximum Load= 1.25 MW	Hathiyama 1x 1.6 MVA	Mehus		1
				Kamta		
				TOTAL:-		1.00
	Grand Total:-	18.50		Grand Total:-		16.80
18	Nawada2 x 20 MVA132/33 KV TransformerMax. Load=27 MW	NawadaMaximum Load = 8 MW	Nawada Old3 x 5 MVA	Feeder-1	300	5.00
				Feeder-2	240	4.00
				Kadirganj	70	1.17
				TOTAL:-	610	10.17
			Orhanpur Badhokhara 1x3.15 MVA	Akauna	30	0.50
				Gopalpur	30	0.50
				Orhanpur	60	1.00
				TOTAL:-	120	2.00

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		Warsaliganj Maximum Load = 4 MW	Warsaliganj 3 x 3.15 MVA	Dariyapur		0.5
				Katri Sarai		0.7
				Makhdumpur		1
				Shambe		0.5
				Town		2
				TOTAL:-		4.70
			Roh 1x1.65 +1x3.15 MVA	Roh		1
				Bhatta		0.85
				Rupau Kosi		0.75
				TOTAL:-		2.60
		Pakri Barawa 1x3.15 MVA	Bhagi Bagdiha		0.6	
			Pakri		0.9	
			TOTAL:-		1.50	
		Kauva Kol 1x1.6 MVA	Kauva Kol		1	
			TOTAL:-		1.00	
		Hisua Maximum Load = 4 MW	Hisua 2 x 5+1x3.15 MVA	Hisua	80	1.33
				Narhat	40	0.67
				Nadriganj	30	0.50
				Kaithi	30	0.50
				TOTAL:-	180	3.00
Nardiganj 2 x 3.15 MVA	Town		60	1.00		
	Masora		30	0.50		
	Hariya		30	0.50		
	TOTAL:-		120	2.00		
Nawada New Max. Load = 5 MW	Nawada New 2 x 3.15 MVA	ITI	70	0.68		
		Farha	160	1.67		
		Sadbhawna	230	2.80		
			460	5.15		
AkbarpurMaximum Load =	Akbarpur1x3.15 MVA	Oria	55	0.92		

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		6 MW		Akbarpur	70	0.89	
				TOTAL:-	125	1.81	
				Rajauli 2x5+1x3 MVA	Rajauli	160	2.67
					Sirdala	40	0.67
					TOTAL:-	200	3.33
				Sirdala 2x3.15 MVA	Karigiddhi	40	0.67
					Laund	40	0.67
					TOTAL:-	80	1.33
				Govindpur 2x3.15 MVA	Rural-1	Theft of 33 KV Conductor	
					Rural-2		
Govindpur Bazar							
TOTAL:-	0	4.00					
Grand Total:-	27.00	Grand Total:-	42.59				
19	Tekari2 x 10 MVA132/33 KV TransformerMax. Load=4.85 MW	33 KV Tekari FeederMax. Load = 3.4 MW	Tekari2X5 MVA	Mou	Metering system not in working.		
				Panchanpur			
				Rice Mill			
				TOTAL:-			0
		33 KV Konch Feeder Max. Load = 1.45 MW	Konch 1 X3 MVA	Sindvari	Metering system not in working.		
				Dadreji			
				Gramin			
				TOTAL:-			0
Grand Total:-	4.85	Grand Total:-	4.85				
20	Buxar 2 x 20 MVA 132/33 KV Transformer Max. Load=18.40 MW	Buxar Maximum Load = 13.4 MW	Charitravan 2 x 5 MVA	Rajpur	32	0.53	
				Buxar Town	165	2.75	
				Buxar Rural	0	0.00	
				Station	192	3.20	
				IOC	89	1.48	
				TOTAL:-	478	7.97	

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		Chausa 2 x 1.6 + 1x 3.15 MVA	Chausa pump	49	0.82	
			Chausa (U)	132	2.20	
			Gola (R)			
			TOTAL:-	181	3.02	
			Industrial 1 x 3.15 + 1 x 5 MVA	Rural (R)	121.5	2.03
				Industrial (U)	165	2.75
		TOTAL:-		286.5	4.78	
		Itarhi Maximum Load = 5 MW	Itarhi 1 x 5 MVA	Sokha (R)	176	2.93
				Dhansoi (R)		
				Itarhi (M)		
				TOTAL:-		
			Purosotampur 2 x 3.15 MVA	Rajpur (R)	22	0.37
				Unmat	49	0.82
				Dhansoi (R)	46	0.77
				Indore (R)	19	0.32
TOTAL:-	136			2.27		
Grand Total:-	18.40			20.96		
21	Mithapur2x50 MVAMax. Load= 69 MW	PESU I 275 Amp + PESU II 275 Amp Max. Load =22 MW	Karbigahiya (3x5 +1x3.15 MVA)	6.6 KV Sipara Rural	230	3.83
				Bus Stand	90	1.50
				R.Path	220	3.67
				West	240	4.00
				TOTAL:-	780	13.00
			Rajendra Nagar (4x5 MVA)	Rajendra Nagar	210	3.50
				Over bridge(Dog)	180	3.00
				Nala Road (Dog)	100	1.67
				South (Dog)	140	2.33
				TOTAL:-	630	10.50
		PESU IV Max. Load = 20 MW	Ashok Nagar (1x10 MVA+2x5 MVA)	Co-operative	210	3.50
				Chandmari	220	3.67

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			R.K. Nagar (2 x 10 MVA)	Lohiya Nagar	260	4.33	
				TOTAL:-	690	11.50	
				R.K. Nagar	370	6.17	
				Harish Chandra Nagar	140	2.33	
				Bihari Path	15	0.25	
				P.G Feeder	220	3.67	
				TOTAL:-	745	12.42	
			PESU V Max. Load = 14 MW	Kankarbagh (2x5+3x10 MVA)	Kankarbagh	240	4.00
					Sump House	250	4.17
					Hanuman Nagar	280	4.67
					J.P.Nagar	220	3.67
					Patrakar Nagar	180	3.00
					TOTAL:-	1170	19.50
			Bahadurpur feeder, Max. Load = 13 MW	Bhadurpur (4x5 MVA)	Housing	210	3.50
					H.Nagar	170	2.83
					T.V.Tower	210	3.50
					M.G.Nagar	230	3.83
TOTAL:-	820	13.67					
Grand Total:-	69.00	Grand Total:-	80.58				
22	Khagaul3 X 50 MVA132/33 KV TransformerMax. Load = 102 MW	Neura & NaubatpurMaximum Load= 8 MW	Neora2x3.15 MVA	Neora-1 (R)	120	2.00	
				Neora-2 (R)	95	1.58	
				Co- Operative (R)	120	2.00	
				TOTAL:-	335	5.58	
			Naubatpur 2x5 MVA	Jaitipur (R)	200	3.33	
				Naubatpur (M)	210	3.50	
				TOTAL:-	410	6.83	
			Sherpur 2x3.15 MVA	Sherpur (U)	90	1.50	
				Biyaspur (M)	60	1.00	

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			TOTAL:-	150	2.50
	Khagaul-I Maximum Load= 20 MW	Bhusaula 1x5+1x3.15 MVA	Janipur (R)	140	2.33
			Babhanpura (R)	120	2.00
			Hinduani (R)	170	2.83
			TOTAL:-	430	7.17
		S.K. Puri 3 x 5+1x10 MVA	S.K. Puri	160	2.67
			Boring Road	200	3.33
			B.C. Road	240	4.00
			Anandpuri	270	4.50
			TOTAL:-	870	14.50
		Khagaul-II Maximum Load= 19 MW	Walmi 1x3.15 + 1x5 MVA	Hydrolic	170
	Walmi			10	0.17
	TOTAL:-			180	3.00
	Phulwari 2 x 5 MVA		Dairy Old	215	3.58
			Dairy New	35	0.58
			TOTAL:-	250	4.17
	I.G.I.M.S. 5x5 MVA		Rajabazar	240	4.00
			Samanpura	140	2.33
			TOTAL:-	380	6.33
	Cattlefeed 1x5 MVA		Lohiyapath	140	2.33
			Jail	85	1.42
			Vijay Nagar		0.00
			TOTAL:-	225	3.75
	Khagaul-III & IV Maximum Load= 28 MW	Garikhana 3x5+1x10 MVA	Rural	160	2.67
			Town	90	1.50
			M.E.S.	330	5.50
			Railway	220	3.67
			TOTAL:-	800	13.33

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		Danapur I & II Maximum Load= 27 MW	Danapur 4x5 MVA	Town	220	3.67
				PHED (R)	200	3.33
				M.E.S.	60	1.00
				Rural	260	4.33
				Dedicated	60	1.00
				TOTAL:-	800	13.33
	Grand Total:-	102.00		Grand Total:-		80.50
23	Katihar3 x20 MVA132/33 KV TransformerMax. Load=23.93 MW	Katihar-1Maximum Load = 12.4 MW	Mirchabari3x5 MVA	B.M.P.	150	2.50
				Hasanganj	60	1.00
				Jutemill	15	0.25
				RBHM	30	0.50
				Manihari	240	4.00
				T.V. Center	84	1.40
				Town-2	157	2.62
				TOTAL:-	736	12.27
			Falka 1x1.6 MVA	Falka	40	0.67
				Bhangaha	30	0.50
		Bharsia		30	0.50	
		TOTAL:-		100	1.67	
		Koraha 2x1.6 MVA	Bazar	25	0.42	
			Semapur	80	1.33	
			Dedicated	20	0.33	
			TOTAL:-	125	2.08	
		Katihar-2 (Industrial) Maximum Load = 4.4 MW	Industrial 1x5+1x3.15 MVA	Town-1	204	3.40
				Town-2	110	1.83
			Industrial	10	0.17	
			TOTAL:-	324	5.40	
Binodpur Maximum Load = 5 MW	Binodpur 2x5 MVA	Daheriya	66	1.10		
		Town-1	104	1.73		

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				Town-2	112	1.87
				PHED	11	0.18
				TOTAL:-	293	4.88
		Railway Maximum Load = 2.13 MW	Dedicated	TOTAL:-		2.13
	Grand Total:-	23.93		Grand Total:-		28.43
24	Hathidah3 X 20 MVA132/33 KV TransformerMax. Load = 20.50 MW	HathidahMaximum Load = 9 MW	Hathidah3 x 5+ 1 x 3.15 MVA	Bata (M)	30	0.50
				Hathidah (M)	160	2.67
				Maranchi (M)	150	2.50
				CRPF (M)	10	0.17
				TOTAL:-	350	5.83
		Mokama Maximum Load= 6 MW	Mokama 2 x5 MVA	Town-1 (U)	190	3.17
				Town-2 (U)	65	1.08
				Road side PHED (M)	90	1.50
				Britania (M)	10	0.17
				NTPC (U)		
				TOTAL:-	165	5.92
		Badhiya Maximum Load= 5.5 MW	Badhiya 1x3.15+1x5 MVA	Taal	25	0.42
				Badhiya Bazar	206	3.43
				TOTAL:-	231	3.85
Pratappur 1x3.15 MVA	Pratappur			1.5		
	Pipariya			1		
TOTAL:-		2.50				
Grand Total:-	20.50		Grand Total:-		14.25	
25	Sabour1x 20+1x50 MVA132/33 KV TransformerMax. Load=61.50 MW	Bhagalpur-1Maximum Load= 15 MW	Aliganj3x5 MVA	Mirjanhat	256	4.27
				Patalbabu	92	1.53
				Vikramshila	140	2.33
				Akashwani	4	0.07
				Kajraili	160	2.67

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			Habibpur	208	3.47	
			TOTAL:-	860	14.34	
		Jagdishpur 2x3.15 MVA	Tekani	80	1.33	
			Jagdishpur	162	2.70	
			TOTAL:-	242	4.03	
	Bhagalpur-2 Maximum Load= 14 MW	Nathnagar 2x5+1x3.15 MVA	Tatarpur	70	1.17	
				University	100	1.67
				Champanagar		-
				Narhnagar	240	4.00
				TOTAL:-	240	6.83
			Power House(Mojahidpur) 1x5 MVA	Railway	20	0.33
				Hospital	216	3.60
				TOTAL:-	236	3.93
	Civil Surgeon Maximum Load= 12 MW	C.S. Compound 2x5 MVA	Ghantaghar	80	1.33	
				Bhikhanpur	220	3.67
				TOTAL:-	300	5.00
			T.T.C. 2x5 MVA	Khalifabagh	260	4.33
				Nayabazar	110	1.83
				Masakchak	45	0.75
				TOTAL:-	415	6.92
	Sabaour Maximum Load= 5 MW	Sabour 2x3.15 MVA	Sabour Town	120	2.00	
				Lodipur	80	1.33
				Sabour Rural	50	0.83
				Ghogha	40	0.67
				TOTAL:-	290	4.83
	Barari Maximum Load= 13 MW	Barari 2x5 MVA	Barari	100	1.67	
				Industrial	65	1.08
				Dedicated	130	2.17

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			Central Jail2x5 MVA	TOTAL:-	295	4.92	
				Jail	17	0.28	
				Zero Mile	120	2.00	
				Tilkamanjhi	95	1.58	
				Water Supply	67	1.12	
			TOTAL:-	299	4.98		
			Mayaganj 2x5 MVA	Adampur	230	3.83	
				Hospital	40	0.67	
				Mayaganj	228	3.80	
				TOTAL:-	498	8.30	
			Gauradih Maximum Load= 2.5 MW	Gauradih 2x3.15 MVA	Gauradih	55	0.92
					Machipur	40	0.67
					Chakdharia	60	1.00
					TOTAL:-	155	2.58
			Grand Total:-	61.50	Grand Total:-		66.67
26	Hazipur1 x50 +2 x 20 MVA132/33 KV TransformerMax. Load=39 MW	Konharaghat (Hazipur)Maximum Load = 15 MW	Konharaghat3 x 5 MVA	Kelabagan	150	2.50	
				Mahnar	65	1.08	
				Hajzipur Town	235	3.92	
				Lalganj	235	3.92	
				Tubewell	130	2.17	
				TOTAL:-	815	13.58	
			Sonpur 2 x 5 + 2 x 3 MVA	Ragistry	220	3.67	
				Nayagaon	80	1.33	
				Kharikh	80	1.33	
				TOTAL:-	380	6.33	
		EPIP + Paswan Chowk Maximum Load = 20 MW	Industrial Area 3 x 5 MVA	Feeder-1	80	1.33	
				Feeder-2	200	3.33	
				Feeder-3	70	1.17	
				Feeder-4	230	3.83	

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			EPIP 2 x 5 MVA	Feeder-5	20	0.33
				Feeder-6	180	3.00
				TOTAL:-	780	13.00
				Industrial-1	150	2.50
				Industrial-2	180	3.00
				TOTAL:-	330	5.50
		Bidupur Maximum Load = 2 MW	Bidupur 2 x 5 MVA	Bidupurbazar	130	2.17
				Nalkup	25	0.42
				Chaksikandar	110	1.83
				Mahnar	115	1.92
		TOTAL:-	380	6.33		
		Hazipur Railways Max. Load = 2. MW		TOTAL:-		2.00
		Grand Total:-	39.00	Grand Total:-		44.75
27	Sheetalpur1 X 10 MVA132/33 KV TransformerMax. Load=12.50 MW	SheetalpurMaximum Load = 7.5 MW	Sheetalpur1x5+1x3.15 MVA	Sheetalpur	350	5.83
				Dighwara	500	8.33
				Sheitalpur Kothi	150	2.50
				TOTAL:-	1000	16.67
		Dariyapur Maximum Load = 5 MW	Dariyapur 2x3.15 MVA	Sunderpur	70	1.17
				Derni	70	1.17
				Darihara	50	0.83
				Deoti	70	1.17
		TOTAL:-	260	4.33		
		Grand Total:-	12.50	Grand Total:-		21.00
28	Pandaul2 X 20 MVA132/33 KV TransformerMax. Load=28.89 MW	PandaulMaximum Load = 2.75 MW	Pandaul1x5 MVA	Tarasarai (R)	88	1.47
				Pandaul (R)	76	1.27
				Industrial (R)	12	0.20
				Lohat (R)		

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			TOTAL:-	176	2.93	
	Jhanjarpur Maximum Load = 4.58 MW	Jhanjarpur 2x3.15 MVA	Shivpuri (U)	70	1.17	
			Naraur (R)	60	1.00	
			Jhanjarpur Bazar (R)	125	2.08	
			Jhanjarpur R.S. (R)	95	1.58	
			TOTAL:-	350	5.83	
		Madhepur 2x3.15 + 1x1.6 MVA	Madhepur (M)	150	2.50	
			Parsadh (R)	20	0.33	
			TOTAL:-	170	2.83	
		Benipur Maximum Load= 4.6 MW	Benipur 2x3.15	Mahinam (R)	45	0.75
				General(R)	80	1.33
	Benipur Local (M)			80	1.33	
	Baheri (R)			30	0.50	
	Dedicated (R)			12	0.20	
	TOTAL:-			202	3.37	
	Biraul 2x3.15 MVA		Town (M)	120	2.00	
			Biraul (R)	10	0.17	
			Uchati (R)	20	0.33	
			Balia (R)	100	1.67	
			TOTAL:-	250	4.17	
	Ghanshyampur 1x3.15 MVA		Kiratpur (R)	27	0.45	
			Ghanshyampur (R)	9	0.15	
			TOTAL:-	36	0.60	
	Kusheshwar sthan 1x3.15 MVA		Kusheshwar sthan	16	0.27	
		TOTAL:-	16	0.27		
	Manigachi Maximum Load = 4.48 MW	Manigachi 2x3.15 MVA	Bajitpur (R)	100	1.67	
			Manigachi (M)	85	1.42	
			TOTAL:-	185	3.08	
		Tardih	Block (U)	57	0.95	

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		1x3.15 MVA	Kaithwar (R)	10	0.17	
			Ujan (R)	55	0.92	
			TOTAL:-	122	2.03	
		Babubarhi Maximum Load = 4.86 MW	Rajnagar 2x3.15 MVA	Rajnagar (U)	60	1.00
				Rampatti (R)	130	2.17
				Pariharpur (R)	65	1.08
				Shyamsidhar (R)	80	1.33
				TOTAL:-	335	5.58
		Raiyam Maximum Load = 3.84 MW	Babubarhi 2x3.15 +1x1.6 MVA	Khutauna (R)	80	1.33
				Babubarhi Bazar (U)	30	0.50
				Bhatchaura (R)	60	1.00
				TOTAL:-	170	2.83
		Sakri Maximum Load = 3.78 MW	Raiyam (Keoti) 1x5+1x3.15 MVA	Raiyam (M)	27	0.45
				Keoti (R)	176	2.93
				TOTAL:-	203	3.38
Sakri Maximum Load = 3.78 MW	Sakri 1x3.15 MVA	Nehra	92	1.53		
		Baliya	49	0.82		
		Bhalpatti	41	0.68		
		Sakri Bazar (U)	73	1.22		
		TOTAL:-	255	4.25		
Grand Total:-	28.89	Grand Total:-	40.90			
29	Dalsingsarai 2x20 MVA 132/33 KV Transformer Max. Load=11.34 MW	Dalsingsarai Maximum Load = 2.76 MW	Dalsingsarai 2x5 MVA	Pagra	30	0.50
				Town	70	1.17
				Vidyapati Nagar	30	0.50
				TOTAL:-	130	2.17
		Mohiuddinnagar 2x3.15 MVA	Kancha	10	0.17	
			Mohiuddinnagar	30	0.50	
			Tada	4	0.07	
			TOTAL:-	44	0.73	

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		Ujjiyarpur Max. Load = 8.58 MW	Ujjiyarpur 2X3.15 MVA				
				TOTAL:-		8.58	
	Grand Total:-	11.34		Grand Total:-		11.48	
30	HarnautMax. Load=1.96MW	HarnautMaximum Load = 1.84 MW	Harnaut3X1.6 MVA	Town	90	1.50	
				North	40	0.67	
				South	40	0.67	
				East	40	0.67	
				TOTAL:-	210	3.50	
			Kalyanbigha 2X5 MVA	Kalyanbigha	60	1.00	
				TOTAL:-	60	1.00	
			Cheral Maximum Load= 0.12 MW	Cheral 2X5 MVA	Cheral	70	1.17
			TOTAL:-		1.17		
	Grand Total:-	1.96		Grand Total:-		5.67	
31	Fatuha 3X 50 MVA 132/33 KV Transformer Max. Load=57 MW	Katra Maximum Load= 12 MW	Katra 5 x5 MVA	Katra	220	3.67	
				Malsalami	200	3.33	
				Didarganj	200	3.33	
				Jalla	200	3.33	
				TOTAL:-	820	13.67	
			Fatuha Maximum Load= 18 MW	Fatuha 3 x5+ 1 x 3.15 MVA	Town Radio (U)	220	3.67
		Rural (R)			130	2.17	
		Khusrupur (M)			220	3.67	
		Budhuchak (R)			60	1.00	
		Industrial (M)			120	2.00	
		Town Station (M)			140	2.33	
		TOTAL:-			890	14.83	
				Daniyawa 1 x5 + 1x 3.15 MVA	Daniyawa (M)	90	1.50
			Machariyawa (R)	120	2.00		

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				TOTAL:-	210	3.50	
		Khusrupur Maximum Load= 1 MW	Khusrupur 2x3.15 MVA	Kushrupur (M)	30	0.50	
				TOTAL:-	30	0.50	
		Meena Bazar Max. Load = 13 MW	Meena Bazar 5X5 MVA	West			
				Maharajganj			
				City			
				Paschim Darwaza			
				Chowk			
				TOTAL:-		13.00	
		Dina Iron Max. Load = 10 MW				10.00	
	Grand Total:-	54.00		Grand Total:-		55.50	
32	Masaurhi 2X 20 MVA 132/33 KV Transformer Max. Load=13.40 MW	Masaurhi-1 Maximum Load=8.4 MW	Masaurhi Old 2 x5 MVA	Nadaul (R)	80	1.33	
				Dhanama (R)	50	0.83	
				Madaul (R)	60	1.00	
				Nadwa (R)	70	1.17	
				TOTAL:-	260	4.33	
			Dhanarua 2 x 3.15 MVA	Town (M)	60	1.00	
				Deokuli (R)	90	1.50	
				Kolhachak (R)	120	2.00	
				Bans Bigha (R)	80	1.33	
				TOTAL:-	350	5.83	
			Masaurhi-2 Maximum Load= 5 MW	Masaurhi New 2 x5 + 1x 3 MVA	Town (U)	220	3.67
					Pitmas (M)	160	2.67
					Dedicated (M)	20	0.33
					Peowaria (M)	150	2.50
	TOTAL:-	550			9.17		
	Grand Total:-	13.40		Grand Total:-		16.33	
33	Siwan2X 20	SiwanMaximum Load =	Siwan3x5 MVA	Siwan-1	120	2.00	

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MVA132/33 KV Transformer Max. Load=27.50 MW	10.5 MW	Siwn-2	Siwn-2	80	1.33	
			Railway	50	0.83	
			Barhariya	120	2.00	
			Panchrukhi	80	1.33	
			TOTAL:-	450	7.50	
		Chainpur 2x3.15 MVA	Tari	80	1.33	
			Parari	70	1.17	
			Hasanpura	40	0.67	
			Siswan Town	90	1.50	
			TOTAL:-	280	4.67	
		Raghunathpur 1x1.6 MVA	Raghunathpur	20	0.33	
			Aander	160	2.67	
			TOTAL:-	180	3.00	
		Mairwa Maximum Load = 6 MW	Mairwa 1x3.15+1x5 MVA	Mairwa	110	1.83
				Pipra	150	2.50
	Guthani			170	2.83	
	Darauli			180	3.00	
	TOTAL:-			610	10.17	
	Srinagar 1x5+1x3 MVA		Jeeradei	250	4.17	
			Srinagar	65	1.08	
Dhanauti			275	4.58		
TOTAL:-			590	9.83		
Maharajganj Maximum Load = 5 MW			Maharajganj 1x5+1x3.15 MVA	Dharaundha	100	1.67
	Maharajganj	140		2.33		
	Basantapur	120		2.00		
	Tarwara	60		1.00		
	TOTAL:-	420		7.00		
	Ekma 1x1.6+1x3 MVA	Ekma	200	3.33		
		Daudpur	100	1.67		
		TOTAL:-	300	5.00		

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		Panchrukhi Max. Load = 6 MW	Panchrukhi 2x3.15 MVA	Tarwara	150	2.50
				Panchrukhi	110	1.83
				Hasanpura	160	2.67
				Talkathu	40	0.67
				TOTAL:-	460	7.67
Grand Total:-		27.50		Grand Total:-		54.83
34	Sitamarhi 2 x 20 MVA 132/33 KV Transformer Max. Load=28.25 MW	Sitamarhi Maximum Load= 14 MW	Dumra 4 x5 MVA	Sonebarsa	115	1.92
				Rega	161	2.68
				Sitamarhi	260	4.33
				Rajopatti	255	4.25
				Dumra	255	4.25
				TOTAL:-	1046	17.43
		Pupri Maximum Load = 5MW	Pupri 2 x3.15 MVA	Pupri	100	1.67
				Bhadiyan	120	2.00
				Bajpatti	110	1.83
				Chorouth	70	1.17
				TOTAL:-	400	6.67
				Bajpatti 2 x5 MVA	Bajpatti	60
		Pachra Newahi	75		1.25	
		Gangti	80		1.33	
		Balhamanorath	45		0.75	
		Balharasulpur	45		0.75	
		TOTAL:-	305		5.08	
		Runisaidpur Maximum Load = 5 MW	Runisaidpur 1 x 5 +1 x3.15 MVA	Runisaidpur Town	45	0.75
				Belsand	60	1.00
				Manikchouk	140	2.33
				Toahi	5	0.08
Aurai	60			1.00		
TOTAL:-	310			5.17		

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	Shivhar Maximum Load = 4 MW	Shivhar 2 x3.15 MVA	Shivhar Urban	90	1.50	
			Dumri	80	1.33	
			TOTAL:-	170	2.83	
		Tariyani 1 x3.15 MVA	Aura	28	0.47	
			Baidyanathpur	26	0.43	
			Chatauni	32	0.53	
			TOTAL:-	86	1.43	
		Sursand Maximum Load = 12 MW	Sursand 2 x3.15 MVA	Sursan Town	70	1.17
				Sursand Rural	120	2.00
			Madhwapur	130	2.17	
			TOTAL:-	320	5.33	
		Grand Total:-	40.00		Grand Total:-	
	Samastipur1X502 x 20 MVA132/33 KV TransformerMax. Load=41.50 MW	MohanpurMaximum Load = 9 MW	Mohanpur3x5+1x3.15 MVA	Baida	25	0.42
Tajpur Jail				10	0.17	
Mohanpur				10	0.17	
Town-1				25	0.42	
Town-2				50	0.83	
Town-3				80	1.33	
TOTAL:-				200	3.33	
PUSA Maximum Load = 8 MW		PUSA 2x5 MVA	PUSA Road	80	1.33	
			PUSA Farm	10	0.17	
			PUSA Rural	15	0.25	
			PUSA Bazar	10	0.17	
			Navoday Vidyalaya	2	0.03	
			TOTAL:-	117	1.95	
Rosera Max. Load = 9.5 MW		Rosera 1X3.15+ 1X5 MVA	Deodha	2	0.03	
			Katghari	30	0.5	
			Narhan	50	0.83	
			Nalkup	2	0.03	
			Town	70	1.17	

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				TOTAL:-	154	2.57
			Vibhutipur 1X3.15+1X5 MVA	Narhan	50	0.83
				Patelia	20	0.33
				TOTAL:-	70	1.17
			Hasanpur 1X3.15+1X5 MVA	Rajghat	20	0.33
				Hasanpur	4	0.07
				Bithan	20	0.33
				TOTAL:-	44	0.73
		Kalyanpur Maximum Load = 6 MW	Kalyanpur 2x5 MVA	Kalyanpur Urban	4	0.07
				Kalyanpur Rural	40	0.67
				Fulwariya	3	0.05
				Warisnagar	20	0.33
				Gopalpur	30	0.50
				TOTAL:-	97	1.62
			Warisnagar 1x5+1x3.15 MVA	Sadipur	25	0.42
				Warisnagar	20	0.33
				Mashina	30	0.50
				TOTAL:-	75	1.25
		Rameshwar Jute Mill Maximum Load= 1.5 MW	Dedicated			1.5
		Railway Maximum Load= 2.7 MW	Dedicated			2.7
	Grand Total:-	41.50		Grand Total:-		16.82
36	Darbhanga (Ramnagar)1 X 20+1 x 50 MVA132/33 KV TransformerMax. Load=42 MW	PandasaraiMaximum Load = 10 MW	Pandasarai1 x 5 MVA	Railway (U)	5	0.08
				Emergency (U)	45	0.75
				General (U)	80	1.33
				TOTAL:-	130	2.17
			DMCH 2 x5 MVA	Emergency-1 (U)	15	0.25
				Feeder-2 (U)	120	2.00

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			General (U)	70	1.17	
				Feeder-4 (U)	130	2.17
				Emergency-5 (U)	45	0.75
				TOTAL:-	380	6.33
			Urban 2 x 5 MVA	Donar (U)	180	3.00
				Emergency (U)	26	0.43
				Guluara (U)	220	3.67
				TOTAL:-	426	7.10
			Jail (Lahariasarai) 1x5 MVA	Rural (R)	90	1.50
				Ekmi (M)	50	0.83
				TOTAL:-	140	2.33
			Donar Maximum Load = 12 MW	Donar 1x5+1x3.15 MVA	R. S. Tank (M)	160
		Industrial (M)			45	0.75
		Laxmisagar (U)			130	2.17
		Radio Station (U)			5	0.08
		TOTAL:-			340	5.67
		Anar Poria Maximum Load = 5 MW	Anar 2x3.15 MVA	Kapchahi (R)	50	0.83
				Chandanpatti (M)	90	1.50
				Bahedi (R)	20	0.33
				Anar (R)	2	0.03
Hayaghat (M)	60			1.00		
TOTAL:-	222			3.70		
Poria 1x1.6 MVA	Bishanpur (R)		70	1.17		
	Dilahi (R)		25	0.42		
	TOTAL:-		95	1.58		
Baheri 1x3.15 MVA	Baheri (R)		80	1.33		
	Khangraitha(R)		30	0.50		
	TOTAL:-		110	1.83		
Lahariasarai	Gangwara		Garharia(R)	30	0.50	

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		Maximum Load = 15 MW	2x3.15+1x5 MVA	Shovan (M)	120	2.00
				Mithila (M)	40	0.67
				Loam (R)	120	2.00
				Aerodram (M)	50	0.83
				Kamtaul (R)	110	1.83
				Ramnagar (M)	100	1.67
				TOTAL:-	570	9.50
			Bela 2x 5 MVA	Industrial (U)	20	0.33
				Emergency	8	0.13
				Kathalbari (U)	160	2.67
				Shivdhara (U)	200	3.33
				TOTAL:-	388	6.47
			Sanahpurdih 1x5+1x1.6 MVA	Jalley (R)	80	1.33
				Singhwara (M)	90	1.50
				Bharwara (M)	30	0.50
TOTAL:-	200	3.33				
Grand Total:-		42.00		Grand Total:-		50.02
37	Saharsa2 x 20 MVA132/33 KV TransformerMax. Load=32.50 MW	SaharsaMaximum Load= 12 MW	Saharsa5x5 MVA	Gangia-II	200	3.33
				Gangia-II	190	3.17
				Town-I	160	2.67
				Town-II	80	1.33
				Collectoriate	80	1.33
				Railway	30	0.50
				Baidhnathpur	150	2.50
				Panchgachha	60	1.00
				TOTAL:-	950	15.83
		Naya Bazar Maximum Load= 6 MW	Nayabazar 2x5 MVA	Nayabazar	150	2.50
				Sonbarsa	70	1.17
Bariyahi	190			3.17		

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				Navoday	10	0.17
				TOTAL:-	420	7.00
		Simri Bakhtiyarpur Maximum Load= 8 MW	Simri Bakhtiyarpur 3x5 MVA	Saridiha	200	3.33
				Sonbarsa	210	3.50
				Laxmina	120	2.00
				Town	190	3.17
				TOTAL:-	720	12.00
		Madhepura Maximum Load= 10 MW	Madhepura 2x5 MVA	Town-1	230	3.83
				Town_2	180	3.00
				Murho	190	3.17
				Sukhasan	120	2.00
				TOTAL:-	720	12.00
		Singheshwar Maximum Load= 5 MW	Singheshwar 2x5 MVA	Singheshwar	180	3.00
				Ghelar	60	1.00
				Shankarpur	120	2.00
				Gamharia	80	1.33
				TOTAL:-	440	7.33
		Gamharia Maximum Load= 1 MW	Gamharia 1x3.15+1 x1.5 MVA	Gamharia	50	0.83
				TOTAL:-	50	0.83
		Murliganj Maximum Load= 4MW	Murliganj 1x5+1 x3 MVA	Murliganj	120	2.00
				Kumarkhand	180	3.00
				Jeetapur	100	1.67
				Babhangama	120	2.00
				TOTAL:-	520	8.67
	Grand Total:-	32.50		Grand Total:-		63.67
38	Rafiganj2 x 20 MVA132/33 KV TransformerMax. Load=10.72 MW	RafiganjMaximum Load = 3.6 MW	Rafiganj2 x 5 MVA	Town		1.70
				Gramin		2.00
				TOTAL:-		3.70
		Guraru	Guraru (Paraiya)	Town	20	0.33

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		Maximum Load = 2.25 MW	1 x 3.15 MVA	Paraiya	70	1.17
				Konchi	65	1.08
				TOTAL:-		2.58
		Uchouli Maximum Load = 4.87 MW	Uchouli 1 x 3.15 MVA	Bar		1.00
				Uchouli		1.00
				TOTAL:-		2.00
			Madanpur 2 x 3 MVA	Town		0.60
				Shivganj		0.56
				Madanpur		0.45
				TOTAL:-		1.61
			Fessor 2 x 3.15 MVA	Unthu		1.00
				Fessor Town		0.60
				Jhikatiya		0.40
				Bagaiya		0.55
				TOTAL:-		2.55
Grand Total:-		10.72		Grand Total:-		12.44
39	JamuiMax. Load=24 MW	Jamui- 13 MW	PSS Jamui 3x 5+ 1x 3.15 MVA	Jamui Town 1	159	2.65
				Jamui Town 2	185	3.08
				Ratanpur	107	1.78
				Lakhisari	106	1.77
				Mahadeo Simaria	126	2.10
				Malaypur	132	2.20
				TOTAL:-	815	13.58
		Jamui- Khaira - 4.3 MW	PSS Khaira - 2x 3.15 MVA	Khaira Town	65	1.08
				Bela	58	0.97
				mango Bandar	77	1.28
				Garhi	77	1.28
		TOTAL:-	277	4.62		
		Laxmipur- 3.75 MW	Laxmipur PSS -	Laxmipur Town	65	1.08

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		2 x 3.15 MVA	Laxmipur Rural	77	1.28	
			Barhat	63	1.05	
			Telaria	36	0.60	
			TOTAL:-	241	4.02	
		Jhajha- Gidhore- 1.5 MW	Gidhour PSS - 1x3.15 MVA	Gidhour	100	1.67
				TOTAL:-	100	1.67
		Jamui- Sono- 6 MW	Jhajha PSS- 1x 5 MVA + 1x 3.15 MVA	Town + Rural	169	2.81
				Sohjana+ Railway	128	2.13
				Borwa	60	1.00
				Sohjana	43	0.71
			TOTAL:-	399	6.65	
			Sono PSS 1x 5 MVA + 1x 3.15 MVA+ 1x 1.6 MVA	Batiya	95	1.58
				Keshopur	95	1.58
				Sabakhan	70	1.17
		TOTAL:-			4.33	
		Jamui- sikandra- 2.85 MW	Sikandra PSS- 1x 3.15 MVA	Sikandra	47	0.78
				Halsi	13	0.22
				Tarhari	13	0.22
				TOTAL:-	73	1.22
		Sikandra- Aliganj- 2.5 MW	Aliganj PSS 2x 3.15 MVA	Aliganj	32	0.53
Mirjaganj	40			0.67		
Arah	40			0.67		
Bhaluana	11			0.18		
TOTAL:-	123			2.05		
Grand Total:-	24.00		Grand Total:-		38.13	
40	Raxaul Max. Load=23.76 MW	Raxaul Max. Load = 23.76 MW	Laxmipur(Raxaul) 3x5 +1x3.15 MVA	Raxaul Town	240	4.00
				Industrial	110	1.83
				Railway		
				Ramgarhwa	235	3.92
				Shitalpur	135	2.25

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				TOTAL:-	720	12.00
			Adapur 1x3.15	Adapur	20	0.33
				Harpur	60	1.00
				Chhauradano	60	1.00
				TOTAL:-	140	2.33
	Grand Total:-	23.76		Grand Total:-		14.33
41	Belaganj 2 x 10 MVA 132/33 KV Transformer Max. Load=7 MW	Belaganj Maximum Load =3 MW	Belaganj 1 x5 +1x 3.15 MVA	Rural		
				Pai Bigha		
		Barabar				
		Town				
				TOTAL:-	0	3.00
		Chakand Maximum Load = 4 MW	Chakand 2 x3.15 MVA	Bara	114	1.90
				Chakand	110	1.83
		TOTAL:-		224	3.73	
				Grand Total:-		3.73
42	ATTAULAH 2x20 MVA Max. Load=3.54MW	ARWAL Max. Load = 1.26 MW	ARWAL 1x3.15 MVA	ARWAL URBAN		0.5
				ARWAL RURAL		1.3
				TOTAL:-		1.8
		ATTAULAH Max. Load = 1.6 MW	ATTAULA 1x3.15 MVA	KINJER		1
				KAURI		0.4
				ARWAL(IMAMGANJ)		0.6
			TOTAL:-		2.00	
	KARPI Max. Load = .68 MW	KURTHA 1x3.15 MVA	KURTHA		0.40	
			BANSI		0.35	
			SAKURABAD		1	
		TOTAL:-		1.75		
		KARPI		0.68		
		TOTAL:-		0.68		

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	Grand Total:-	3.54		Grand Total:-		4.48	
43	Chandauti 2 x 50 MVA 132/33 KV Transformer Max. Load=49 MW	A.P. Colony Maximum Load = 15 MW	A.P. Colony 2 x 5 MVA	Feeder-1	180	3.00	
				Feeder-2	185	3.08	
				TOTAL:-	365	6.08	
		Dandibagh Maximum Load = 10 MW	Dandibagh 3 x 5 MVA	Dandibagh-1	210	3.50	
				Dandibagh-2	190	3.17	
				PHED	27	0.45	
				Khiriya	80	1.33	
				Narali	60	1.00	
				TOTAL:-	567	9.45	
		Gandhi Maidan Maximum Load = 13 MW	Gandhi Maidan 2 x 5 MVA	Dighi	160	2.67	
				Godam	200	3.33	
				TOTAL:-	360	6.00	
			Panchayati Akhara 2 x 5 MVA	Bitho	160	2.67	
				River Side	210	3.50	
				Cotton Mill	120	2.00	
		G.B. Road		210	3.50		
		TOTAL:-	700	11.67			
		Cherki Maximum Load = 4 MW	Cherki 2 x 3.15 MVA	Cherki Bazar		1.10	
				Wireless		1.00	
				Kurmawa		1.20	
Medical College 2 x 5 MVA	Bishanpur			1.00			
	TOTAL:-			4.30			
	Medical		25	0.42			
TOTAL:-	25	0.42					
Central Store Maximum Load = 5 MW	Central Store 2 x 3.15 MVA	Feeder-2	210	3.50			
		Feeder-4	190	3.17			
		TOTAL:-	400	6.67			
	Chandauti 3x5 MVA	Feeder-3	210	3.50			
		Feeder-5	160	2.67			
		Pani Tanki	3	0.05			
		Feeder-6	160	2.67			

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				Feeder-7	210	3.50		
				Feeder-1	110	1.83		
				TOTAL:-	853	14.22		
			Raiway Maidan 4 x5 MVA	Railway	75	1.25		
				Station Road	210	3.50		
				Swarajpuri	160	2.67		
				Karimganj	160	2.67		
				Area Board	3	0.05		
				TOTAL:-	608	10.13		
				Grand Total:-		68.93		
	Grand Total:-	49.00						
44	Ara2 x 20 MVA132/33 KV TransformerMax. Load=40 MW	GarhaniMaximum Load- 4 MW48 Km	Garhani1 X 3.15 MVA	Garhani (U)	171	2.85		
				Agiaon (U)	52	0.87		
				Kasap (R)				
				TOTAL:-	223	3.72		
			Sahar 2x3.15 MVA	Agiaon (U)	12	0.20		
				Khair (R)				
				Amghari (R)	125	2.08		
				Sahar (R)				
		TOTAL:-	360	2.28				
				Bihari Mill Dedicated 33 KV consumer Maximum Load = 10 MW		TOTAL:-		10.00
			Ara- 1(Jagdishpur) Maximum Load = 3 MW 30 Km	Jagdispur 2 x 3.15 MVA	Town (M)	121	2.02	
					Rural (R)	165	2.75	
					TOTAL:-	286	4.77	
			Ara-3 (Japani farm) Maximum Load = 12 MW 20 Km	Japani Farm 3 x5 MVA	Feeder- 3 (U)	220	3.67	
					Feeder- 4 (U)	220	3.67	
					Feeder- 5 (U)	230	3.83	
Dedicated (R)								

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				TOTAL:-	670	11.17
			Saraiya 2 x 3.15 MVA	Dhobaha (R)	165	2.75
				Saraiya (R)		
				Dedicated (M)	165	2.75
				TOTAL:-	330	5.50
		Powerganj Maximum Load =4 MW 63 Km	Powerganj 3x5 MVA	Town-1 (R)	220	3.67
				Town-2 (R)	200	3.33
				PGCIL (R)	200	3.33
				Anighat (R)		
				Koilwar (U)		
				TOTAL:-	620	10.33
			Sandesh 1x3.15	Sandesh (M)	165	2.75
				Kari (R)		
				TOTAL:-	785	13.08
			Akhgaon2 x 5 MVA	Jalpura (R)	165	2.75
		Salimpur (R)				
		Fatehpur (R)		168	2.80	
		Parsurampur (R)				
		TOTAL:-		333	5.55	
		Zero mile Max. Load =7 MW	Zero mile 2 x 5 MVA	Karisath (R)	220	3.66
				Anauta (U)		
				Udawanagar (M)	220	3.66
				Asni (R)		
				TOTAL:-	440	7.32
	Grand Total:-	40.00		Grand Total:-		63.72
45	Rajgir 2 X 20 MVA 132/33 KV Transformer	Rajgir Maximum Load = 11 MW	Rajgir 3 x 5 MVA	Silao (R)	55	0.92
				Kund (U)	80	1.33
				Katari (R)	175	2.92
				PHED (R)	80	1.33

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	Max. Load=28 MW			Town (U)	140	2.33		
				TOTAL:-	530	8.83		
				Nalanda Maximum Load = 9 MW	Nalanda 2 x5 +2 x 3.15 MVA	Mahuri (R)	88	1.47
						Nalanda (M)	100	1.67
						Maniyawa (R)	90	1.50
						Nanand	80	1.33
						Museum (R)	20	0.33
						TOTAL:-	378	6.30
						Atari Maximum Load = 3 MW	Raitar 2 x 5 MVA	Giriyak (R)
				Pawapuri (R)	200			3.33
				TOTAL:-	350			5.83
				Silao Maximum Load = 5 MW	Silao 2 x 3.15 MVA	Sima (R)	70	1.17
						Nepura (R)	70	1.17
						PHED (R)	80	1.33
						Town (M)	60	1.00
TOTAL:-	280	4.67						
Grand Total:-	28.00		Grand Total:-		25.63			
46	Jamalpur1x20+1x50 MVAMax. Load=42.32 MW	KaranchouraMax. Load = 10.05 MW	Karanchoura 3 x 5 MVA	Town	205	3.42		
				Hospital	105	1.75		
				Laldarwaja	165	2.75		
				Railway	40	0.67		
				Kasturba	140	2.33		
				TOTAL:-	655	10.92		
				Bindwara Max. load = 4.36 MW	Bindwara 1 x 5 MVA + 1x 3.15MVA	Puraniganj	175	2.92
						Khoja Bazar	135	2.25
						TOTAL:-	310	5.17
				Nandlalpur Max. Load = 5.76 MW	33/11 KV Nandlalpur 2 x 5 MVA	Nandlalpur Town	120	2.00
						T.V Tower	125	2.08
						Sitakund	110	1.83

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				TOTAL:-	355	5.92
		Dharhara +Ramchandrapur Max. Load = 4 MW	Dharhara 2x 3.15 MVA	Dharhara	90	1.50
				Dasharathpur	60	1.00
				Bangalwa	35	0.58
				Basavnd	140	2.33
				TOTAL:-	325	5.42
			Ramchandrapur 1 x 3.15 MVA	Ranmchandrapur	110	1.83
				TOTAL:-	110	1.25
		Dakranala Max. Load = 1.47 MW	Dakranala 1 x 5 MVA	Dakranala	75	1.25
				TOTAL:-	75	1.25
		Safiabad Max. Load = 7.61 MW	Safiabad 2x5 MVA +1x 3.15 MVA	Safiabad	110	1.83
				Jamalpur	260	4.33
				Nayaganw	140	2.33
				patam	230	3.83
				TOTAL:-	740	12.33
		Bariarpur Max. Load = 3.1 MW	Bariarpur 1 x 5 MVA	Bariarpur Bazar	130	2.17
				Kalpsthana	45	0.75
				TOTAL:-	175	2.92
		I.T.C. Max .load = 1.67 MW				1.67
		Railways Max. Load = 4.3 MW				4.30
	Grand Total:-	42.32		Grand Total:-		45.17
47	KahalgaonMax. Load=16 MW	KahalgaonMax. load = 13 MW	PSS Kahalgaon 2x 5 MVA	33 KV Kahalgaon		13
				Kahalgaon		2.5
				Ekchari		1.5
				Nandlalpur		1
				Shiv Narayan		1.5
				33 KV Sanhaulla		3

Request for Proposal of Grid Connected Solar PV Projects

				TOTAL:-		22.50	
			PSS Pirpainti 1x3+1X3.15 MVA	33 KV Pirpainti		2.00	
				Pirpainti			1.00
				Shermari			2.00
				TOTAL:-			5.00
		Sanhauila MAX. Load = 3 MW	PSS Sanhauila 1x3.15+1x5 MVA	Ghogha	40	0.67	
				Sanhauila	35	0.58	
				TOTAL:-	75.00	1.25	
	Grand Total:-	16.00		Grand Total:-		28.75	
48	Sasaram2 X 20 MVA132/33 KV TransformerMax. Load =32 MW	SasaramMaximum Load = 21 MW	Beda4 x 5 MVA	Town-1	160	2.67	
				Town-2	200	3.33	
				Town-3	180	3.00	
				Shivsagar	80	1.33	
				Mini	80	1.33	
				Karpurva	40	0.67	
				TV	70	1.17	
				TOTAL:-	810	13.50	
			Takiya 3x5 MVA	Takiya	200	3.33	
				Kargahar	150	2.50	
				Gaurakshini	240	4.00	
				Rural	60	1.00	
			TOTAL:-	650	10.83		
			Nokha 1x5 +1x3.15 MVA	Nokha	120	2.00	
				Hydel	70	1.17	
				Jabra	100	1.67	
				TOTAL:-	290	4.83	
			Naugai 1x3.15 MVA	Karup	120	2.00	
				Tarachandi	100	1.67	
				Darigaon	150	2.50	

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		Shivsagar Maximum Load =6 MW	Shivsagar 2x5 MVA	TOTAL:-	370	6.17		
				Shivsagar	150	2.50		
				Khurmabag	140	2.33		
				Chamaraha	200	3.33		
				TOTAL:-	490	8.17		
				Chenari Maximum Load =5 MW	Chenari 2x3.15 MVA	Chenari	100	1.67
						Telari	50	0.83
		Badalgarh	40			0.67		
		Malhipur	60			1.00		
		Sabar	50			0.83		
		TOTAL:-	300			5.00		
		Grand Total:-	32.00		Grand Total:-		48.50	
		49	Madhubani2 X 20 MVA132/33 KV TransformerMax. Load=25 MW	Madhubani- RahikaMaximum Load = 15 MW	Rahika3x3.15 MVA	Kapleshwar (R)	37	0.62
Birsar (R)	50					0.83		
Saurath (M)	42					0.70		
Rahika (U)	48					0.80		
Seema (R)	4					0.07		
Dedicated (R)	6					0.10		
Benipatti (R)	40					0.67		
TOTAL:-	227					3.78		
Madhubani 2x5 MVA	Old (U)					180	3.00	
	Emergency (U)					20	0.33	
	Koshi (U)			210	3.50			
	TOTAL:-			410	6.83			
Benipatti Maximum Load = 10 MW	Benipatti 1x1.6+1x5 MVA			Arer (R)	95	1.58		
				Basaitha (R)	75	1.25		
				Madhwapur (R)	55	0.92		
				Benipatti (R)	60	1.00		
				TOTAL:-	285	4.75		

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			Ahilyasthan 2x5 MVA	Tektar	121	2.02
				Kamtaul (R)	165	2.75
				TOTAL:-	286	4.77
	Grand Total:-	25.00		Grand Total:-		20.13
50	Betiya2 x 20 MVA132/33 KV TransformerMax. Load=19MW	BetiyaMaximum Load = 12 MW	Mansatola4 x 5 MVA	Town-1	100	1.67
				Town-2	60	1.00
				Town-3	100	1.67
				Nautan	Dead	
				Chanpatia	10	0.17
				Barbath	40	0.67
				Industrial-1	20	0.33
				Industrial-2	30	0.50
				D.M.	10	0.17
				TOTAL:-	120	4.50
		Kumarbag Maximum Load = 3 MW	Kumarbag (Chanpatia) 1 x 5 MVA	Chihuri	20	0.33
				Lohiyaria	28	0.47
				Chanpatia	20	0.33
				Jawahar Navodaya Vidyalaya	3	0.05
				TOTAL:-	71	1.18
		Bariya Maximum Load = 4MW	Bariya 1 x 5 MVA	Tumkariya	10	0.17
				Bhitaha	8	0.13
				Bagahi	2	0.03
				TOTAL:-	20	0.33
			Gojapatti 1 x 5 MVA	Navalpur	12	0.20
Bahuarba	20			0.33		
Chamaniya	18			0.30		
Khairitia	15			0.25		

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				TOTAL:-	65	1.08
			Nautan 1 x 5 MVA	Nautan	20	0.33
				Maruha	12	0.20
				Mangalpur	15	0.25
				TOTAL:-	47	0.78
	Grand Total:-	19.00		Grand Total:-		7.88
51	Sonenagar1 X 50+1x20+1x12.5 MVA132/33 KV TransformerMax. Load=37 MW	IndrapuriMaximum Load = 14 MW	Indrapuri2x5+1x3+1x1. 5 MVA	Sonebaraj	40	0.67
				Badiha	90	1.50
				Indrapuri	50	0.83
				Mirasarai	140	2.33
				Tilauthu	120	2.00
				Sentorium	15	0.25
				Hurka	150	2.50
				TOTAL:-	285	10.08
		Navinagar Maximum Load =13 MW	Navinagar 1 x 5 +1x3.15 MVA	Local		0.70
				Tendwa		1.00
				Navinagar		4.00
				Punpun		1.00
				TOTAL:-		6.70
		Barem Maximum Load = 10MW	Amba 2 x 5 MVA	Rishikalp		3.5
				Maharjganj		2.1
				Nirda Janpur		1.00
				TOTAL:-		6.60
		Barem Maximum Load = 10MW	Barun 2 x 5 +1x3.15 MVA	Local		0.5
				Parao		0.8
				Bhopatpur		0.2
Nawrail				2		
Railway				3.5		

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				TOTAL:-		5.70
			Barem 2 x3.15 MVA	Barem		1
				Madhe		1
				Salaiya		1
				Tetaria		0.8
				TOTAL:-		3.80
			Pritampur (Tengra) 2 x3.15 MVA	Jogiya		0.8
				Barkagaon		0.9
				Jamhaur		1
				TOTAL:-		2.70
	Grand Total:-	37.00		Grand Total:-		35.58
52	Karamnasa2x20+1x5 0 MVA132/33 KV TransformerMax. Load=32.70 MW	Ramgarh	Ramgarh3x5 MVA	Feeder-1	160	2.67
				Feeder-2	150	2.50
				Feeder-3	50	0.83
				Feeder-4	150	2.50
				Feeder-5	20	0.33
				Feeder-6	60	1.00
				TOTAL:-	590	9.83
			Kalyanpur 1x3.15 MVA	Cheharia	45	0.75
				Kalyanpur	90	1.50
				TOTAL:-	135	2.25
			Nuaon 2x3.15 MVA	Feeder-1	100	1.67
				Feeder-2	60	1.00
				Feeder-3	20	0.33
				Feeder-4	70	1.17
				Feeder-5	50	0.83
				TOTAL:-	300	5.00
			Chaurasia 1x3.15 MVA	Chaurasia	30	0.50
				Jamorana	60	1.00

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				Bamhaur	60	1.00
				TOTAL:-	150	2.50
		Chand	Chand 2x5 MVA	Chand Urban	50	0.83
				Chand Rural	180	3.00
				Hatta	200	3.33
				TOTAL:-	430	7.17
				Rural	220	3.67
			Durgawati 1x 3.15 MVA	Urban	20	0.33
				TOTAL:-	240	4.00
				Rural	100	1.67
			Karamnasa 1x 3.15 MVA	Town	50	0.83
				TOTAL:-	150	2.50
		Pump Canal		75	1.25	
		Larma	Larma 1x3.15 MVA	Rural	75	1.25
				TOTAL:-	150	2.50
				Pump Canal	180	3.00
		Kakrait	Kakrait 1x 5 MVA	TOTAL:-	180	3.00
				Grand Total:-	32.70	Grand Total:-
53	Banjari1x20 MVA132/33 KV TransformerMax. Load=16 MW	SamhautaMaximum Load = 4 MW	Samhauta3x5 MVA	Banjari	150	2.50
				Chutia	200	3.33
				Samhauta	10	0.17
				Rohtas	210	3.50
				TOTAL:-	570	9.50
		Nauhata Maximum Load = 10 MW	Nauhata 1x3.15+1x5 MVA	Tiura	100	1.67
				Nauhata	50	0.83
				Chutia	200	3.33
				TOTAL:-	350	5.83
		Kerpabag Maximum Load = 2 MW	Kerpabag 1x3.15+2x5 MVA	STW	120	2.00
				Chandanpura	200	3.33
				Maharajganj	200	3.33

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				TOTAL:-	520	8.67
	Grand Total:-	16.00		Grand Total:-		24.00
54	Chapra 1x50+1x20+1x12.5 MVA 132/33 KV Transformer Max. Load=41.50 MW	Chapra Maximum Load = 20 MW	Telpa 5x5 MVA	Bheldi	300	5.00
				Railway	300	5.00
				Chapra Town-1	5	0.08
				Bazar Samiti	200	3.33
				Rauja	280	4.67
				Dighwara	200	3.33
				TOTAL:-	1285	21.42
		Marhaura Maximum Load = 5 MW	Marhaura 1x3.15+ 1x5 MVA	Amnaur	130	2.17
				Ishuapur	90	1.50
				Shivganj	150	2.50
				Marhaura Town	80	1.33
				TOTAL:-	450	7.50
		Prabhunath Nagar Maximum Load = 12 MW	Taraiya 1x5 MVA	Taraiya Rural-1	80	1.33
				Taraiya Rural-2	40	0.67
				Taraiya Rural-3	40	0.67
				TOTAL:-	160	2.67
		Prabhunath Nagar Maximum Load = 12 MW	Prabhunath Nagar 1x5+1x10 MVA	Brahmpur	600	10.00
Khaira	290			4.83		
Naini	40			0.67		
BSNL	5			0.08		
TOTAL:-	935			15.58		
Manjhi 1x5 MVA	Tajpur			90	1.50	
	Iliaspur	50	0.83			
	TOTAL:-	140	2.33			
Grand Total:-	41.50		Grand Total:-		49.50	
55	Lakhisarai GridMax. Load=23.50 MW	Lakhisarai (LKR II)	Karyanand Nagar 3x5.00 MVA	Purani Bazar	88	1.47
				Naya Bazar	68	1.13
				Surajgarha	48	0.80
				Balgudar	80	1.33

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			Lakhisarai Corut (N) 1x5 + 3.15 MVA	TOTAL:-	284	4.73	
				Town	100	1.67	
				Rural	143	2.38	
				TOTAL:-	243	4.05	
			Surajgarha (LKR- I)	Haibatganj 2 x 3.15 MVA	Medni Chowki	Meter Not working	0.67
					Abgill		0.33
					TOTAL:-		1.00
				Salempur 1x 5 MVA + 1x 3.15 MVA	Surajgarha	CT burnt	1.33
					Kajra		0.83
					Manikpur		0.50
					TOTAL:-		2.66
				Ore	Ore 2x3.15 MVA	Halsi	33 KV line theft
			Aure			0.17	
			Ramgarh			0.50	
			Lakhisarai			0.50	
TOTAL:-		1.50					
Grand Total:-		23.30		Grand Total:-		13.94	
56	Begusarai2x50 MVA132/33 KV TransformerMax. Load=60 MW	BegusaraiMaximum Load = 40 MW	Begusarai1x10+4x5 MVA	Barauni	264	4.40	
				DM	8.5	0.14	
				Panhas	224	3.73	
				Feeder-1	160	2.67	
				Feeder-2	260	4.33	
				Feeder-3	340	5.67	
				Feeder-4	286	4.77	
				Feeder-5	210	3.50	
				TOTAL:-	1752.5	29.21	
			Mahnjhaul 2x3.15 MVA	Manjhaul	40	0.67	
				Nalkup	30	0.50	
				Khubandpur	60	1.00	

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				Nakhauti	50	0.83		
				TOTAL:-	180	3.00		
			Deona 2x5 MVA	Industrial	35	0.58		
				Keshawe	70	1.17		
				Papraur	66	1.10		
				TOTAL:-	171	2.85		
		Bangrahdih Maximum Load = 16 MW		Bangrahdih 1x10+3x3.15 MVA	Deona	142	2.37	
			Teghra		30	0.50		
			Amba		150	2.50		
			Makhansala		60	1.00		
			Town		165	2.75		
			Urban		45	0.75		
			Railway		120	2.00		
			Banbaipur		25	25.00		
			Baro		170	2.83		
			Gas		60	1.00		
			TOTAL:-		967	40.70		
					Bachwara 1x3.15+1x5 MVA	Feeder-1	60	1.00
						Feeder-2	160	2.67
						Feeder-3	20	0.33
			Feeder-4	40		0.67		
			TOTAL:-	280		4.67		
		Balial Maximum Load = 4 MW	Balial 1x5+1x3.15 MVA	Sahebpur Kamal	60	1.00		
				Dandari	50	0.83		
				Balial	60	1.00		
				TOTAL:-	170	2.83		
	Grand Total:-	60.00		Grand Total:-		83.26		
57	Kataiya2 x 20 MVA132/33 KV TransformerMax. Load= 20 MW	BirpurMaximum Load= 8 MW	Birpur1x3+1 x5 MVA	Basantpur	65	1.08		
				Birpur	120	2.00		
				Sankarpur	60	1.00		
				TOTAL:-	245	4.08		

Request for Proposal of Grid Connected Solar PV Projects

		Raghopur Maximum Load= 10 MW	Raghopur 1x3+1 x5 MVA	Simrahi	50	0.83	
				Pratapganj	100	1.67	
				Karjain	130	2.17	
				Bhaptayahi	50	0.83	
				TOTAL:-	330	5.50	
		Kosi Baraj Maximum Load= 1.0 MW	Kataiya 1x1.6 MVA	Kosi Baraj	50	0.83	
				TOTAL:-	50	0.83	
		Balua Maximum Load= 1.0 MW	Balua 1x3.15 MVA	Matiyari	30	0.50	
				Balua	25	0.42	
				Parsa	25	0.42	
				TOTAL:-	80	1.33	
		Grand Total:-	20.00		Grand Total:-		11.75
		58	Dhaka 2 x 10 MVA 132/33 KV Transformer Max. Load= 13 MW	Dhaka Maximum Load = 6 MW	Dhaka 2 x 5 MVA	Chiraiya	118
Bairganiya	197					3.28	
Patahi	98					1.63	
Ghorasahan	45					0.75	
TOTAL:-	458					7.63	
Patahi Maximum Load = 2 MW	Patahi 1 x 3.15 MVA			Patahi Bazar	Meter defective	0.33	
				Dewapur		0.50	
				Mojianawada		0.33	
TOTAL:-				1.16			
Ghorasahan Maximum Load = 3 MW	Ghorasahan (Samanpur) 1 x 5 MVA			Ghorasahan	82	1.37	
				Kadamwa	18	0.30	
				Laukhan	22	0.37	
				TOTAL:-	122	2.03	
Grand Total:-	13.00				Grand Total:-		10.83
59	Phulparas2 X 10	PhulparasMaximum Load =	Phulparas2x3.15 MVA	Arnama	50	0.83	

Request for Proposal of Grid Connected Solar PV Projects

	MVA132/33 KV TransformerMax. Load=14 MW	8 MW		Laukahi (M)	56	0.93
				Phulparas Local (M)	20	0.33
				Ghoghardiha (U)	58	0.97
				Dhanauja (R)	15	0.25
				TOTAL:-	149	3.32
			Nirmali	Nirmali (M)	40	0.67
				Belhi R)	10	0.17
				TOTAL:-	50	0.83
			Tulapatganj 2x5 MVA	Sudai (R)	200	3.33
				Kharaua (R)	50	0.83
				Local (R)	30	0.50
				Andharathadi (R)	200	3.33
				TOTAL:-	400	8.00
			Khutauna Maximum Load = 6 MW	Khutauna (R)	160	2.67
				Laukaha (M)	60	1.00
TOTAL:-	220	3.67				
Grand Total:-	14.00	Grand Total:-	15.82			
60	Bikramganj2 X 20 MVA132/33 KV TransformerMax. Load=24 MW	BikramganjMaximum Load = 10 MW	Bikramganj2x5+1x3.15 MVA	Town	150	2.50
				Rural	100	1.67
				Piro	100	1.67
				Nasariganj	70	1.17
				Natwar	130	2.17
				Nokha	100	1.67
				TOTAL:-	650	10.83
				Karakat 2x3.15 MVA	Sakla	60
			Itarahi		50	0.83
			Nasariganj		80	1.33
			Godari		60	1.00
			TOTAL:-		250	4.17

Request for Proposal of Grid Connected Solar PV Projects

		Dinara Maximum Load = 8 MW	Dinara 2x3.15 MVA	Town	80	1.33
				Rajpur	70	1.17
				Indore	160	2.67
				TOTAL:-	310	5.17
			Parsathua 2x3.15 MVA	Kochas	70	1.17
				Bastlwar	70	1.17
				Mahavirganj	60	1.00
				Parsatua	70	1.17
				TOTAL:-	270	4.50
			Kochas 2x3.15 MVA	Kochas	70	1.17
				Dinara	60	1.00
				Kargahar	100	1.67
		Rajpur		40	0.67	
		TOTAL:-		270	4.50	
		Dawath Maximum Load = 3 MW	Dawath 2x3.15 MVA	Dawath	100	1.67
				Mirzapur	80	1.33
				TOTAL:-	180	3.00
		Sanjhauli Maximum Load = 3 MW	Sanjhauli 2x3.15 MVA	Amethi	80	1.33
				Vikramganj	70	1.17
				Sanjhauli	90	1.50
				TOTAL:-	240	4.00
		Tarari	Tarari 2x3.15 MVA	Tarari	120	2.00
				Khauni	120	2.00
				TOTAL:-	240	4.00
Grand Total:-		24.00		Grand Total:-		40.17
61	Jakkanpur(3x50 +1x20 MVA)Max. Load=108 MW	Jakkanpur (Direct from Grid)	Jakkanpur(4x5 MVA)	Jakkanpur	160	2.67
				Mithapur	200	3.33
				Punpun East	180	3.00
				Punpun West	192	3.20
				TOTAL:-	732	12.20

Request for Proposal of Grid Connected Solar PV Projects

		Sinchai Bhawan 200 Amp	Sinchai Bhawan (2x3.15 MVA)	Harding Rd. West	55	0.92
				Harding Rd. East	65	1.08
				Dedicated	30	0.50
				Old Secret	40	0.67
				N.C Pannel	15	0.25
				TOTAL:-	205	3.42
			Vikash Bhawan (1x3.15 +1x5 MVA) 6.6 KV 11 KV	B.C Rd.	100	1.67
				Danapur	24	0.40
				Secretaeriat	84	1.40
				TOTAL:-	208	3.47
			Haz Bhawan P/S/S 2x5 MVA	Polo Rd.	100	1.67
				Strand Rd.	60	1.00
		TOTAL:-		160	2.67	
		BSEB UG Cable 210 Amp	Vidyut Bhawan (2x5 MVA)	Gardiner Road	155	2.58
				B.S.E.B./I	15	0.25
				High Court	60	1.00
				TOTAL:-	230	3.83
			High Court (2x5 MVA)	S.K.Nagar	180	3.00
				Nageshwar Colony	150	2.50
		TOTAL:-	330	5.50		
PESU III 230 Amp	Anishabad(2x5 MVA)	Anishabad	232	3.87		
		Phulwari	188	3.13		
		TOTAL:-	420	7.00		
	Gardanibagh (3x5 MVA)	Gardanibagh East	195	3.25		
		GardanibaghWest	200	3.33		
		TOTAL:-	395	6.58		
PESU VI 400 Amp	Beur (2x5 MVA)	By Pass	240	4.00		
		Jail	32	0.53		
		Beur	228	3.80		
		TOTAL:-	500	8.33		

Request for Proposal of Grid Connected Solar PV Projects

		PESU VIII	Board Colony(3x5 MVA)	Patel Nagar	170	2.83	
				Board Colony	170	2.83	
				TOTAL:-	340	5.67	
			Proposed (2x10+1x5 MVA)	Punaichak	105	1.75	
				Shiv Puri	90	1.50	
				TOTAL:-	535	14.58	
		PESU IX 325 Amp	Bandar Bagicha (4x5 + 1x10 MVA)	Doordarshan	280	4.67	
				Railway	150	2.50	
				R. Path	150	2.50	
				Jamal Road	250	4.17	
				TOTAL:-	830	13.83	
		PESU VII 380 Amp	Sahitya Sammelan (2x5 MVA)	Kadamkuan Kuan	166	2.77	
				Shaitya Sammelan	75	1.25	
				TOTAL:-	241	4.02	
			Maurya Lok (3x5+1x10 MVA)	P.G I	170	2.83	
				P.G. II	160	2.67	
				Maurya	220	3.67	
					Dakbunglow	170	2.83
					TOTAL:-	720	12.00
			Grand Total:-	108.00		Grand Total:-	
62	Purnea2 x 50+1x20 MVA132/33 KV TransformerMax. Load=54 MW	ZeromileMaximum Load = 8 MW	Zeromile1 x5 +1 x 3.15 MVA	Dagarua	160	2.67	
				Zeromile	90	1.50	
				TOTAL:-	250	4.17	
			City Purnea 1 x5 MVA	Khuski Bag	90	1.50	
				City	62	1.03	
				Railway	5	0.08	
					TOTAL:-	157	2.62
		Maranga Maximum Load = 10 MW	Maranga 2 x5 MVA	Sonali	200	3.33	
				Champanagar	130	2.17	

Request for Proposal of Grid Connected Solar PV Projects

			Industrial	75	1.25	
			Harda	120	2.00	
			TOTAL:-	525	8.75	
		Mirganj 1 x5+ 1x 3.15 MVA	Dhamdaha	200	3.33	
			Mirgani	9	0.15	
			Chandwa	40	0.67	
			Champawati	32	0.53	
			Baheliya Asthan	20	0.33	
			TOTAL:-	301	5.02	
			Dargah 2 x 1.6 MVA	Rupoli	110	1.83
		Jhalari		30	0.50	
		TOTAL:-		140	2.33	
		Bhawaipur 2 x 3.15 MVA	Bhawaipur	80	1.33	
			Zabey	25	0.42	
			Sondeep	35	0.58	
			TOTAL:-	140	2.33	
		Madhubani (Banmankhi) Maximum Load = 11 MW	Madhubani 2 x 5 MVA	Town-1	240	4.00
				Town-3	120	2.00
				TOTAL:-	360	6.00
			Banmankhi 2 x 3.15 MVA	Janki Nagar	100	1.67
				Banmankhi	120	2.00
Khajuri	30			0.50		
Rasar	95			1.58		
TOTAL:-	345	5.75				
Dalkola +Sonoli Maximum Load = 5 MW	Belgachi1 x 5 MVA	Belgachi	42	0.70		
		Bakbeli	48	0.80		
		Baisi	60	1.00		
		TOTAL:-	150	2.50		
	Dalkola 1 x 3.15 MVA	Malopara	8	0.13		
		Barsota	45	0.75		

Request for Proposal of Grid Connected Solar PV Projects

				Malikpur	20	0.33	
				TOTAL:-	73	1.22	
			Sonoli 1 x 3.15 MVA	Sonoli	65	1.08	
				Bhogaon	60	1.00	
				Kumhri	60	1.00	
				TOTAL:-	185	3.08	
			Barsoi 2 x 5 MVA	Railway	115		
				Barsoi Bazar			
				Sudhani\Abadpur			
				Salmari			
			TOTAL:-	115	1.92		
			Pranpur 1 x 1.6 MVA	Pranpur	130	2.17	
				Roshna			
				Bastol			
				PHED			
			TOTAL:-	130	2.17		
		33 KV Group control					10.00
		Tanhauli Maximum Load =5 MW	Amour 2x3.15 MVA	Amour	30	0.50	
				Routa	36	0.60	
				Rohra	48	0.80	
				Gerwa	30	0.50	
			TOTAL:-	144	2.40		
			Baisa 2x3.15 MVA	Kanjiya	5	0.08	
				Mahsal	5	0.08	
				Dharambar	5	0.08	
				TOTAL:-	15	0.25	
		Grand Total:-		Grand Total:-		50.50	
63	JEHANABAD2x20	JEHANABAD	JEHANABAD, 3*5	TOWN 1		3.5	

Request for Proposal of Grid Connected Solar PV Projects

MVAMax. Load=50.80MW		MVA	TOWN 2	1.6
			TOWN 3	3
			TOWN 4	0.5
			KAKO	0.33
			SIKARIYA	0.5
			TOTAL:-	9.43
			ERKI	ERKI, 2*5 MVA
			COURT FEEDER	1.8
			BAVHNA	1.5
			MANDIL	0.5
			TOTAL:-	5.65
	SAKURABAD	SAKURABAD, 2*5 MVA	SAKURABAD TOWN	1.5
			RATNI	1
			NEWARI	2
			TOTAL:-	4.5
	KAKO	KAKO, 1*1.6 + 1*3.15 MVA	KAKO TOWN	1
			KAKO RURAL	0
			TOTAL:-	1
		CHARUI, 1*3.15 MVA	BANHDHUGANJ	0.5
			OKRI	0.25
			TOTAL:-	2.75
MAKHDUMPUR	MAKHDUMPUR, 1*5+1*3.15	MAKHDUMPUR TOWN	3.5	
		TEHTA	1	
		SAGARPUR	0.8	
		LARUA	0.5	
		COLD STORAGE	0	
			TOTAL:-	5.8
	TEHTA 2*3.15 MVA	DHODHA	0	
SUGAON		0.2		

Request for Proposal of Grid Connected Solar PV Projects

			MAKARPUR		0.2
			TEHTA BAJAR		0.5
			TOTAL:-		0.9
		MAKPA 1*3.15	BAGDWAR		0
			MAKPA		0.3
			MAKARPUR		0.2
			TOTAL:-		0.5
	JEHANABAD	JEHANABAD, 3*5 MVA	TOWN 1		3.5
			TOWN 2		1.6
			TOWN 3		3
			TOWN 4		0.5
			KAKO		0.33
			SIKARIYA		0.5
			TOTAL:-		9.43
	ERKI	ERKI, 2*5 MVA	RAJABAJAR		1.85
			COURT FEEDER		1.8
			BAVHNA		1.5
			MANDIL		0.5
			TOTAL:-		5.65
	SAKURABAD	SAKURABAD, 2*5 MVA	SAKURABAD TOWN		1.5
			RATNI		1
			NEWARI		2
			TOTAL:-		4.5
	KAKO	KAKO, 1*1.6 + 1*3.15 MVA	KAKO TOWN		1
			KAKO RURAL		0
			TOTAL:-		1
		CHARUI, 1*3.15 MVA	BANHHDHUGANJ		0.5
			OKRI		0.25
			TOTAL:-		2.75

Request for Proposal of Grid Connected Solar PV Projects

		MAKHDUMPUR	MAKHDUMPUR, 1*5+1*3.15	MAKHDUMPUR TOWN		3.5
				TEHTA		1
				SAGARPUR		0.8
				LARUA		0.5
				COLD STORAGE		0
				TOTAL:-		5.8
			TEHTA 2*3.15 MVA	DHODHA		0
				SUGAON		0.2
				MAKARPUR		0.2
				TEHTA BAJAR		0.5
				TOTAL:-		0.9
			MAKPA 1*3.15	BAGDWAR		0
				MAKPA		0.3
				MAKARPUR		0.2
				TOTAL:-		0.5
Grand Total:-		50.80		Grand Total:-		61.06
64	Sherghati2 x 20 MVA132/33 KV TransformerMax. Load=25 MW	SherghatiMaximum Load = 15 MW	Sherghati2 x 3.15 MVA	Town		1.00
				Dobhi		1.10
				Back		1.00
				Gurua		1.20
				TOTAL:-	0	4.30
			Banke Bazar 2 x3.15 MVA	Pananiya		1.00
				Banke Bazar Town		1.00
				Bihargai		1.00
				Goitha		1.00
			TOTAL:-	0	10.50	
			Imamganj	Kothi		1.00

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			2 x 3.15 MVA	Goriya		1.00		
				Raniganj		1.00		
				Dumaria		1.00		
				TOTAL:-	0	4.00		
			Gurua 1 x 3.15 +1x1.6 MVA	Narayani		1.00		
				Makhdumpur		1.30		
				Gurua Bazar		1.00		
				TOTAL:-	0	3.30		
			Grand Total:-	25.00		Grand Total:-		30.13
			65	Gopalganj 2 X 20 MVA 132/33 KV Transformer Max. Load=34 MW	Panchdevri Maximum Load =34 MW	Panchdevri 2x3.15 MVA	Kateya	
Girdhar Ruiya		1.33						
Bhagwanpur		0.48						
Panchdevri		0.86						
TOTAL:-		5.36						
Vijaypur 2x3.15 MVA	Pagra Vijaypur					0.57		
	Jagdishpur					0.95		
	Majhwaliya					1.30		
	Bangra Mushahri					1.30		
	TOTAL:-					4.12		
Bhore 1x3.15+1x5 MVA	Bhore					3.80		
	Kalyanpur					0.42		
	Mishir Batraha					0.57		
	TOTAL:-					4.79		
Grand Total:-	34.00					Grand Total:-		14.27
66	Darbhanga (Ramnagar)1 X 20+1 x 50 MVA132/33 KV TransformerMax. Load=36 MW	PandasaraiMaximum Load = 10 MW	Pandasarai1 x 5 MVA	Railway (U)	5	0.08		
				Emergency (U)	45	0.75		
				General (U)	80	1.33		
				TOTAL:-	130	2.17		
			DMCH	Emergency-1 (U)	15	0.25		

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		2 x5 MVA	Feeder-2 (U)	120	2.00	
			General (U)	70	1.17	
			Feeder-4 (U)	130	2.17	
			Emergency-5 (U)	45	0.75	
			TOTAL:-	380	6.33	
			Urban 2 x 5 MVA	Donar (U)	180	3.00
				Emergency (U)	26	0.43
				Guluara (U)	220	3.67
				TOTAL:-	426	7.10
			Jail (Lahariasarai) 1x5 MVA	Rural (R)	90	1.50
				Ekmi (M)	50	0.83
				TOTAL:-	140	2.33
		Donar Maximum Load = 3 MW	Donar 1x5+1x3.15 MVA	R. S. Tank (M)	160	2.67
				Industrial (M)	45	0.75
				Laxmisagar (U)	130	2.17
				Radio Station (U)	5	0.08
				TOTAL:-	340	5.67
		Anar Poria Maximum Load = 5 MW	Anar 2x3.15 MVA	Kapchahi (R)	50	0.83
				Chandanpatti (M)	90	1.50
				Bahedi (R)	20	0.33
Anar (R)	2			0.03		
Hayaghat (M)	60			1.00		
TOTAL:-	222			3.70		
Poria 1x1.6 MVA	Bishanpur (R)		70	1.17		
	Dilahi (R)		25	0.42		
	TOTAL:-		95	1.58		
Baheri 1x3.15 MVA	Baheri (R)		80	1.33		
	Khangraitha(R)		30	0.50		
	TOTAL:-		110	1.83		

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		Lahariasarai Maximum Load = 18 MW	Gangwara 2x3.15+1x5 MVA	Garharia (R)	30	0.50
				Shovan (M)	120	2.00
				Mithila (M)	40	0.67
				Loam (R)	120	2.00
				Aerodram (M)	50	0.83
				Kamtaul (R)	110	1.83
				Ramnagar (M)	100	1.67
				TOTAL:-	570	9.50
			Bela 2x 5 MVA	Industrial (U)	20	0.33
				Emergency	8	0.13
				Kathalbari (U)	160	2.67
				Shivdhara (U)	200	3.33
				TOTAL:-	388	6.47
			Sanahpurdih 1x5+1x1.6 MVA	Jalley (R)	80	1.33
				Singhwara (M)	90	1.50
Bharwara (M)	30	0.50				
TOTAL:-	200	3.33				
Grand Total:-	36.00		Grand Total:-		50.02	
67	Motihari 2 x 20 MVA 132/33 KV Transformer Max. Load=32 MW	Motihari-1 Maximum Load = 13 MW	Manjuraha 4 x5 MVA	Chandmari	240	4.00
				Shantipuri	240	4.00
				Bariyarpur	130	2.17
				Turkolia	120	2.00
				Lakhaura	85	1.42
				Pipra	40	0.67
				Sugauli	B/D	
				TOTAL:-	125	14.25
		Areraj Maximum Load = 6 MW	Areraj 2 x3.15 MVA	Areraj	50	0.83
				Sangrampur	20	0.33
Malahi	30			0.50		

Request for Proposal of Grid Connected Solar PV Projects

				TOTAL:-	100	1.67	
			Nawadih (Paharpur) 1 x3.15 MVA	Siswa	15	0.25	
				Mankarariya	10	0.17	
				Manjhariya	15	0.25	
				TOTAL:-	40	0.67	
		Chakia Maximum Load = 6 MW	Chakia 1 x3.15+ 1 x 3 MVA	Chakiya	40	0.67	
				Mehasi	40	0.67	
				Pipra	30	0.50	
				TOTAL:-	110	1.83	
		Madhuban 2x1.6 MVA		Madhuban	35	0.58	
				Pakri Dayal	15	0.25	
				TOTAL:-	50	3.83	
		Madhopur Maximum Load = 7 MW	Harsidhi 1x3.15 MVA	Sonbarsa	10	0.17	
				Harsidhi	25	0.42	
				TOTAL:-	35	0.58	
			Madhopur 1x3.15 MVA		Majhaulia	20	0.33
					Dedicated	10	0.17
					Harsidhi	10	0.17
		Chhatauni 2X5 MVA		Sugauli		0.00	
				TOTAL:-	40	0.67	
				Chhatauni	105	1.75	
				Meena Bazar	200	3.33	
				Janpul	100	1.67	
				TOTAL:-	405	6.75	
	Grand Total:-	32.00		Grand Total:-		28.42	
68	Vaishali2 x 20 MVA132/33 KV TransformerMax. Load =39 MW	VaishaliMaximum Load = 11 MW	Vaishali2 x 5 MVA	Dharampur	169	2.82	
				Khajwatta	197	3.28	
				Daudnagar	150	2.50	
				Bouth	139	2.32	

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			TOTAL:-	655	10.92
	Lalganj Maximum Load = 15 MW	Lalganj 2 x 5 MVA	Lalganj Town	200	3.33
			Jaytipur	70	1.17
			Vaishali	140	2.33
			Chandralaya	140	2.33
			TOTAL:-	550	9.17
		Sarai 2 x 3.15 MVA	Sarai Town	110	1.83
			Lalganj	139	2.32
			Rajapakar	69	1.15
			TOTAL:-	318	5.30
		Prataptand 2 x 3.15 MVA	Prataptand	45	0.75
			Barahrup	29	0.48
			Bhagawanpur	24	0.40
			TOTAL:-	98	1.63
		Goroul 2 x 3.15 MVA	Goroul Town	160	2.67
			TOTAL:-	160	2.67
		Mahua 2 x 5 MVA	Mahua Town	38	0.63
	Patepur		98	1.63	
	Singhara		129	2.15	
	Chandsarai		69	1.15	
	TOTAL:-		334	5.57	
	Bhakda Maximum Load = 13 MW	Mahnar 1 x 5 + 1 x 3.15 MVA	Mahnar	128	2.13
			Lodhipur	119	1.98
			Jamdaha	118	1.97
			Nayatoa	7	0.12
			TOTAL:-	372	6.20
		Paru 2 x 3.15 MVA	Gariba	60	1.00
			Matihaniya	124	2.07
			Thainpur	61	1.02
			Bada Daud	147	2.45

Request for Proposal of Grid Connected Solar PV Projects

				TOTAL:-	392	6.53
			Patepur2X3.15 MVA	Patepur	109	1.82
				Dabhaich	59	0.98
				Bajipur	48	0.80
				TOTAL:-	216	3.60
	Grand Total:-	39.00		Grand Total:-		40.67
69	Mohania 2x20 MVA 132/33 KV Transformer Max. Load=34 MW	Mohania-Bhabhua Maximum Load = 16 MW	Mohania 3x 5 MVA	Town-1	150	2.50
				Town-2	80	1.33
				Pusauli	160	2.67
				Usri	200	3.33
				Darba Urban	40	0.67
				Darba Rural	140	2.33
				TOTAL:-	770	12.83
			Bhabhua Old 2x 5+1x 3.15 MVA	Town-1	240	4.00
				Town-2	80	1.33
				Chainpur	60	1.00
		Bhagwanpur		200	3.33	
		Saranpur		30	0.50	
		TOTAL:-	610	10.17		
		Adhaura 1x 3.15 MVA	Patpar	80	1.33	
			Adhaura	60	1.00	
			TOTAL:-	140	2.33	
		Kudra Maximum Load = 12 MW	Kudra 3x 5 MVA	Lalapur	220	3.67
				Pusauli	200	3.33
				Kudra Rural	220	3.67
				TOTAL:-	640	10.67
Bhabhua New 2x 5 MVA	Yadavpur		80	1.33		
	Sonhanpur		70	1.17		
	Akhilaspur		200	3.33		

Request for Proposal of Grid Connected Solar PV Projects

				Town-3	20	0.33	
				TOTAL:-	370	6.17	
			Karamchat 1x 1.6 MVA	Karamchat	50	0.83	
				TOTAL:-	50	0.83	
		Chainpur Maximum Load = 6. MW	Chainpur 2x 3.15 MVA	Chainpur	130	2.17	
				Beur	120	2.00	
				TOTAL:-	250	4.17	
	Grand Total:-	34.00		Grand Total:-		47.17	
70	Jainagar2 X 10 MVA132/33 KV TransformerMax. Load=9MW	JainagarMaximum Load = 6 MW	Jainagar2x3.15 MVA	Narar (R)	70	1.17	
				Debadha (R)	65	1.08	
				Kamlabari (M)	30	0.50	
				Jainagar Town (U)	100	1.67	
				TOTAL:-	265	4.42	
			Ladania 1x3.15 MVA	Ladania (M)	5	0.08	
				Lakshminia (M)	5	0.08	
				Tenuahi (R)	60	1.00	
				TOTAL:-	70	1.17	
			Khajauli 2x5 MVA	Khajauli-Narar(M)	30	0.50	
				Khajauli Bazar (M)	60	1.00	
				TOTAL:-	90	1.50	
			Baopatti Maximum Load = 3 MW	Basopatti 2x5 MVA	Manmohan (M)	20	0.33
					Basopatti Bazar (M)	60	1.00
TOTAL:-	80	1.33					
Grand Total:-	9.00		Grand Total:-		8.42		
71	Bodhgaya2 x 50 MVA132/33 KV TransformerMax. Load=63 MW	ManpurMaximum Load = 15 MW	Manpur3 x 5 +1 x 3.15 MVA	Feeder-1	200	3.33	
				Feeder-2	210	3.50	
				Feeder-4	225	3.75	
				Gere	130	2.17	

Request for Proposal of Grid Connected Solar PV Projects

				Janibigha	100	1.67
				Wajirganj	90	1.50
				TOTAL:-	955	15.92
			Paimar 1x 3 MVA	Bariya	90	1.50
				Kharhari	70	1.17
				Industrial	40	0.67
				TOTAL:-	200	3.33
			Gere 1x 3.15+ 1x 5 MVA	Gere Lodipur	210	3.50
				Gere Town	90	1.50
				TOTAL:-	300	5.00
			Tankupa 2x 3.15 MVA	Theft of conductor		
				TOTAL:-	300	5.00
		Shobh Maximum Load = 15 MW	Dobhi 2 x 3.15 MVA	Reliance		1.30
				Garwaiya		1.00
				Munjauliya		1.20
				Chatra Dobhi		0.90
				TOTAL:-	0	2.10
			Shobh 2x3 MVA	Shobh		1.10
				Barachatti		0.80
				Bhadiya		0.90
TOTAL:-	0			2.80		
Mohanpur 2 x3.15 MVA	Dongra			1.00		
	Mohanpur			1.00		
	Tillaiya			0.50		
	Amhara		1.20			
	TOTAL:-	0	3.70			
Bodh Gaya Maximum Load = 12 MW	Bodh Gaya 2 x 5 MVA	Feeder-1		3.50		
		Feeder-3		4.00		

Request for Proposal of Grid Connected Solar PV Projects

				TOTAL:-	0	7.50	
		IndustrialMaximum Load = 5 MW	Industrial2 x 3.15 MVA	Feeder-2	40	0.67	
				Feeder-4	16	0.27	
				TOTAL:-	56	0.93	
		Airport Maximum Load = 1 MW					1.17
		University Maximum Load = 15 MW	University 3 x5 +1 x 3.15 MVA	KKI	160	2.67	
				Batraul	160	2.67	
				Mocharim	60	1.00	
				Magadh University	20	0.33	
				Old Industrial	100	1.67	
				Sahdeo Khap	60	1.00	
				TOTAL:-	560	9.33	
			Budhith Centre 2x 5 MVA	PHED	115	1.92	
				Bodh Gaya Town	230	3.83	
				Bhagalpur	85	1.42	
		TOTAL:-	315	7.17			
Grand Total:-		63.00		Grand Total:-		62.78	
72	Muzaffarpur2 x 50 MVA132/33 KV TransformerMax. Load=104 MW	BhikhanpuraMaximum Load = 11 MW	Bhikhanpura1x10 + 2x 5+ 1X3.15 MVA	Town-1	303	5.05	
				Town-2	82	1.37	
				Town-3	211	3.52	
				Turki	129	2.15	
				Kanti	129	2.15	
				TOTAL:-	854	14.23	
		Khabra Maximum Load = 12 MW	Khabra 2 x 5 MVA + 1X3.15 MVA	Bhagwanpur	249	4.15	
				Zero mile	222	3.70	
				Khabra	49	0.82	
				TOTAL:-	520	8.67	
Nayatola		Nayatola	Nayatola	162	2.70		

Request for Proposal of Grid Connected Solar PV Projects

	Maximum Load = 11 MW	3 x 5 MVA	Moti Jheel	214	3.57	
			Hospital	216	3.60	
			TOTAL:-	592	9.87	
	IDPL Maximum Load = 22 MW					22.00
	Maripur Maximum Load = 10 MW	Maripur 2 x 10 MVA	Reba	129	2.15	
			Emergency	64	1.07	
			University	152	2.53	
			Buttler	75	1.25	
			TOTAL:-	420	7.00	
	Motipur Maximum Load = 10 MW	Kanti 1 x 5 + 1X3 MVA	Kanti	123	2.05	
			Narsanda	74	1.23	
			Kanti Rural	160	2.67	
			Khoti	10	0.17	
			TOTAL:-	367	6.12	
		Motipur 1x5 +1 x 3.15 MVA	Motipur Bazar	49	0.82	
			Hardi	168	2.80	
			Kanti	61	1.02	
			North west	60	1.00	
			TOTAL:-	338	5.63	
		Sahebganj 2 x 3.15 MVA	Dostpur	67	1.12	
Kesharia			49	0.82		
Dewaria			99	1.65		
Town			60	1.00		
TOTAL:-			275	4.58		
Kesaria1x3.15 MVA	Rajpur		0.5			
	Rampur		0.4			
	Khajuria		1			
	Kesharia Bazar		0.6			

Request for Proposal of Grid Connected Solar PV Projects

			TOTAL:-		2.50
Kurhani Maximum Load = 6 MW	Kurhani 2 x 3.15 MVA	Kurhani		124	2.07
		Railway		67	1.12
		TOTAL:-		191	3.18
Dholi Maximum Load = 7 MW	Dholi 2 x 5 MVA	Sakra		106	1.77
		Muraul		92	1.53
		Dholi		65	1.08
		TOTAL:-		263	4.38
MIT Max. Load = 15 MW	M.I.T. 1 x 10 +1 x 5 MVA	Baria		301	
		M.I.T. (Campus)		24	0.40
		Brahampura		238	3.97
		M.I.T.		96	1.60
		TOTAL:-		291	4.85
	Miscut 1X10+1X5 MVA	Zila School		285	4.75
		Aghoria		212	3.53
		TOTAL:-		497	8.28
	Chantwara 2X5 MVA	Jail Road		216	3.60
		Vanaras Bank		208	3.47
		TOTAL:-		424	7.07
	Sikenerapur 1X10 +1X5 MVA	T.V. Station		10	0.17
		Kali Mandir		69	1.15
		Sikendra		269	4.48
		TOTAL:-		348	5.80
	Markan 2X3.15 MVA	Shankarpur		121	2.02
Sista			208	3.47	
Markan			9	0.15	
TOTAL:-			338	5.63	

Request for Proposal of Grid Connected Solar PV Projects

			Bela 3X5 MVA	Narayanpur	89	1.48
				Mushari	158	2.63
				Bela	99	1.65
				Baiga	80	1.33
				TOTAL:-	426	7.10
			Marwan 2X3.15 MVA	Karja	119	1.98
				Raksha	80	1.33
				Nawada	119	1.98
				TOTAL:-	318	5.30
			Grand Total:-	104.00	Grand Total:-	96.93
73	SKMCH2 x 50 MVA132/33 KV TransformerMax. Load=28MW	SKMCH-1Maximum Load = 17 MW	SKMCH1 x 5+ 1 x 10 MVA	Zero mile	269	4.48
				Medical	29	0.48
				Meenapur	198	3.30
				Bochaha	228	3.80
				TOTAL:-:	724	12.07
		Maithi 1 x 5 MVA+ 1X3.15 MVA	Dholi	219	3.65	
			Gaighat	161	2.68	
			TOTAL:-:	380	6.33	
		SKMCH-2 Maximum Load = 11 MW	CRPF Camp 1 x 5 MVA	CRPF	249	4.15
				TOTAL:-:	249	4.15
			Banghara 1 x 5 MVA	Gosouth	137	2.28
				Meenapur	114	1.90
				TOTAL:-:	251	4.18
			Bandra 2 x 3.15 MVA	Bandra	43	0.72
				Gaighat	53	0.88
TOTAL:-	96	1.60				
Grand Total:-	28.00	Grand Total:-	28.33			
74	Dehri-on-son2 X 50	BMPMaximum Load = 16	BMP, Dehri4 x 5 MVA	Dehri-1	240	4.00

Request for Proposal of Grid Connected Solar PV Projects

MVA132/33 KV TransformerMax. Load=36 MW	MW	Dehri-2	400	6.67	
			Hydel	150	2.50
			Dalmiyanagar	180	3.00
			Laxmanbigha	160	2.67
			Ramgarh	150	2.50
			TOTAL:-	1280	21.33
		PHED 1x1.5 MVA	PHED	40	0.67
			Narayan Medical College	10	0.17
			TOTAL:-	50	0.83
		Karbandiya 2x3.15 MVA	Bansaha	100	1.67
	Kanchanpur		120	2.00	
	Railway		140	2.33	
	TOTAL:-		360	6.00	
	Akhorigola Maximum Load = 9 MW	Akhorigola 1x5+1x3.15 MVA	Town	100	1.67
			Rural	50	0.83
			Hydel	50	0.83
			Rajpur-2	160	2.67
			Darihat	200	3.33
			Bank	40	0.67
			TOTAL:-	600	10.00
Nasriganj Maximum Load = 8 MW	Nasriganj 1x5+1x3.15 MVA	Town	100	1.67	
		Rural	150	2.50	
		Mangrao	160	2.67	
		TOTAL:-	410	6.83	
Rajpur Maximum Load = 3 MW	Rajpur 2x3.15 MVA	Rajpur-1	120	2.00	
		Habbupur	125	2.08	
		TOTAL:-	245	4.08	
Grand Total:-	36.00	Grand Total:-	49.08		

Request for Proposal of Grid Connected Solar PV Projects

75	Bari Pahari 2 X 50 + 1 x 20 MVA 132/33 KV Transformer Max. Load = 74 MW	Ramchandrapur Maximum Load = 16 MW	Ramchandrapur 6 x 5 MVA	Town-1 (U)	140	2.33	
				Town-2 (U)	140	2.33	
				Town-3 (U)	22	0.37	
				Manibaba (U)	160	2.67	
				Magra -1 (R)	90	1.50	
				Magra-2 (R)	60	1.00	
				Tungi (R)	180	3.00	
				Nari (R)	90	1.50	
				TOTAL:-	882	14.70	
				Sohsarai Maximum Load = 14 MW	Sohsarai 4 x 5 + 1x 3.15 MVA	PHED (R)	12
		Sohsarai -1 (U)	215			3.58	
		Sohdih (U)	200			3.33	
		ashanagar	180			3.00	
		Mandathi (R)	30			0.50	
		Industrial (R)	16			0.27	
		New North (R)	60			1.00	
		TOTAL:-	713			11.88	
		Rahui 3 x 3.15 MVA	Rahui Bazar (U)			30	0.50
			Punha sohsandi (R)			35	0.58
			Utarnama (R)	40	0.67		
			Ganjgobariya (R)	65	1.08		
			TOTAL:-	170	2.83		
		Noorsarai Maximum Load- 18 MW	Noorsarai 3x3.15 MVA	Town (M)	120	2.00	
				Marhara (R)	50	0.83	
Dharampur (R)	120			2.00			
Dedicated (R)	100			1.67			
TOTAL:-	390			6.50			
Chandi 2 x 5 + 2x 3.15 MVA	Chandi 2 x 5 + 2x 3.15 MVA	Nagarnausa (R)	90	1.50			
		Barohna (R)	50	0.83			
		Microwave (M)	80	1.33			

Request for Proposal of Grid Connected Solar PV Projects

			Bishunpur (R)	60	1.00
			TOTAL:-	280	4.67
		Tharthari 2x 3.15 MVA	Kariyama(R)	90	1.50
			Asha (R)	55	0.92
			Chariyari (U)	90	1.50
			Pratappur (R)	75	1.25
			TOTAL:-	310	5.17
			Baripahari-1Maximum Load- 11 MW	Railway-1(U)	200
		Railway-3(M)		170	2.83
		Mugal Kuwan (U)		200	3.33
		Emergency		16	0.27
		Badi pahadi-1		200	3.33
		Badi pahadi-2		110	1.83
		TOTAL:-		896	9.77
		Baripahari-2 Maximum Load- 11 MW	Dhamauli (R)	40	0.67
			Bhagambigha (R)	35	0.58
			TOTAL:-	75	1.25
		Asthawan 1x 1.6 MVA	Asthawan (M)	44	0.73
			TOTAL:-	44.00	0.73
		Asthawan Maximum Load = 4 MW	Teus (R)	30	0.50
			Asthawa (M)	25	0.42
			Konan	30	0.50
			Amama(R)	35	0.58
			TOTAL:-	120	2.00
			Sarbahdi 2x5 MVA	Sarbahadi	20
		Nogama		21	0.35
		Konan		18	0.30
		Majidpur		17	0.28
		TOTAL:-		76	1.27

Request for Proposal of Grid Connected Solar PV Projects

Grand Total:-		74.00	Grand Total:-		59.51	
76	Dumraon2 X 20 MVA132/33 KV TransformerMax. Load=36 MW	DumraonMaximum Load =9 MW	Dumraon2 x 5 MVA	Dumraon Town (U)	179	2.98
				Rural (R)	90	1.50
				Bhojpur (R)	145	2.42
				Baruna (R)	0	0.00
				Bahuara	30	0.50
				Textile (M)	0	0.00
				Nirbhay cold storage (M)	5	0.08
				TOTAL:-	449	7.48
		Nawanagar Maximum Load = 6 MW	Nawanagar 2 x 3.15 MVA	Athar (R)	122	2.03
				Navodaya (R)		
				Chaugai Ram (R)	122	2.03
				Nawanagar (R)		
			Murar (R)	60	1.00	
			TOTAL:-	304	5.07	
			Ekraasi 1 x 3.15 MVA	Ekraasi (R)	65	1.08
				TOTAL:-	65	1.08
		Murar 1 x 3.15 MVA	Murar (R)	60	1.00	
			TOTAL:-	60	1.00	
		Brahampur Maximum Load =9 MW	Krishna Braham 2 x 3.15 MVA	Nuaon (R)	175	2.92
				Brahampur- 2 (R)	160	2.67
				Jogiya Katahar (R)		
			TOTAL:-	335	5.58	
			Brahampur 1 x 3.15 MVA	Brahampur -1 (U)	167	2.78
				Raghunathpur (R)	160	2.67
TOTAL:-	327	5.45				
Simri Maximum Load = 4 MW	Simri 2 x3.15 MVA	Simri (U)	120	2.00		
		Parari (R)				
		Dhulpur (R)	110	1.83		
		TOTAL:-	230	3.83		

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		Sahpur Maximum Load =9 MW	Sahpur 2 x 3.15 MVA	Sahpur Town (U)	165	2.75
				Sahpur Rural (R)		
				Dedicated STW (R)		
				Banahi (R)		
				TOTAL:-		
			Bihiya 1 x5 + 1 x 3.15 MVA	Bihiya (M)	220	3.67
				Industrial (R)		
				Gajrajganj (R)		
				TOTAL:-		
			Grand Total:-	36.00		Grand Total:-
77	Khagaria2 x 10 MVA132/33 KV TransformerMax. Load=24.78 MW	KhagariaMaximum Load= 10.2 MW	Khagaria3 x 5 MVA	Town-I	140	2.33
				Town-II	230	3.83
				Dama	120	2.00
				TOTAL:-	490	8.17
			Mansi Maximum Load=14.58 MW	Mansi 1 x3.15 MVA	Railway	50
		Mansi			160	2.67
		TOTAL:-			210	3.50
		Maheshkhut 1 x3.15 MVA		Gogari	240	4.00
				Chotham	120	2.00
				TOTAL:-	360	6.00
Grand Total:-	24.78		Grand Total:-		17.67	
78	Aurangabad 2 x20 MVA 132/33 KV Transformer Max. Load=22.60 MW	Aurangabad Maximum Load = 14.6 MW	Aurangabad 4 x 5 MVA	Town-1		4.20
				Town-2		4.20
				Hariharganj		3.50
				Deo		2.5
				TOTAL:-	0	14.40
			Gangti 2 x3.15 MVA	Chauriya		0.5
				Poiwar		2.00
				H. K.		2.5

Request for Proposal of Grid Connected Solar PV Projects

			Deo 1 x 1.6 +1x 3.15 MVA	Gangti Town		2.00	
				TOTAL:-	0	4.00	
				Deo Rural	Meter not working		
				Deo Urban			
				Belsara			
			TOTAL:-	0	2.50		
			Daudnagar Maximum Load = 8 MW	Daudnagar 1X5+1X3.15 MVA	Town (M)		1.5
					Haspura		0.8
					Ginoria		0.5
					Obera		1
					TOTAL:-	0	3.80
				Obra 1X1.6+1X3.15 MVA	Town		1
					Jamhaur		0.5
					Karsawan		0.8
					Kara		2
TOTAL:-	0	4.30					
Grand Total:-		22.60	Grand Total:-		29.00		
79	Naugacihhya2x20 MVA Max. Load=13 MW	Makandpur Maximum Load = 5 MW	Makandpur 2 x 5 MVA + 1X3.15MVA	Gopalpur	120	2.00	
				Kharik	26	0.43	
				High Level	90	1.50	
				TOTAL:-	210	3.93	
		Rangra Maximum Load = 4 MW	Rangra 2 x 3.15 MVA	Madrauni	95	1.58	
				Murli	20	0.33	
				Rangra	30	0.50	
				TOTAL:-	145	2.42	
		Bihpur Maximum Load = 4 MW	Bihpur 2 x 3.15 MVA	Sonbarsha	60	1.00	
				Babhangama	65	1.08	
				TOTAL:-	125	2.08	
			Narayanpur	Bhramarpur	35	0.58	

Request for Proposal of Grid Connected Solar PV Projects

		2 x 3.15 MVA	Nagarpara	25	0.42
			Satishnagar	10	0.17
			TOTAL:-	70	1.17
	Grand Total:-	13.00	Grand Total:-		9.60
	Grand Total 33 KV Feeder Load	2460.63 MW	Grand Total 11 KV Feeder Load		2723.17 MW

Format 6.8 - Format for Disclosure

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

Disclosure

We hereby declare that our Parent, Affiliate or Ultimate Parent-or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

OR

That we are participating in the RfP selection process and that in addition to our Proposal, the following companies are also separately participating in this selection process with which we have direct or indirect relationship as our Parent / Affiliate / Ultimate Parent / Group Company. The names of such other companies are given below: -

Sl. No.	Name of the Company	Relationship with bidding Company	Capacity (MW)	Location (if available)
1				
2				

We further declare that we have not been barred by the Central/ any State Government, or any entity controlled by them, from participating in any project (BOT or otherwise), and no such bar is subsisting as on the date of Bid.

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

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

Format 6.9 Summary Data Sheet
(to be filled separately for individual projects)

1	Name & Address of Bidding Company / Lead Member of Bidding Consortium	
2	In case of Consortium, Name & Address of Member Companies	
3	Project Wise Capacity proposed	Project 1: _____ MW Project 2: _____ MW Project 3: _____ MW Project 4: _____ MW
4	EMD Details	
a)	Amount	
b)	Banker	
c)	DD/Banker's Cheque No. & Date	
5	Processing Fee Details	
a)	Amount	
b)	Banker	
c)	DD/Banker's Cheque No. & Date	
6	Name & Contact Details of Person Authorized by the Company/Consortium to sign the RfP	
a)	Name & Contact Address	
b)	Telephone, Fax & Mobile Numbers	
c)	E-mail id	

(Signature & Name of the person Authorized By the board)

Format 6.10 Details of the Proposed Technology
(to be filled separately for individual projects)

1	Name of Bidding Company / Lead Member of Bidding Consortium	
2	Project proposed	
3	Capacity proposed	
4	Location of the Project (if available)	
5	Technology proposed to be used for the project	(Indian/Imported) (PI Indicate)
a)	Crystalline Silicon Solar Cell Modules	
b)	Thin Film Modules	
c)	Concentrated PV Modules	
d)	Any Other Technology	
6	Confirmation of Technical Parameter of PV Module for use in our Grid Connected Solar Power Plants	As per Annexure - D
7	Estimated Capacity Utilisation Factor	
8	Estimated Annual Generation	
9	Give Brief about the proposed Technology	

(Signature & Name of the person Authorized By the board)

Annexure - D

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

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

1. PV Module Qualification

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

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

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

2. Power Conditioners/ Inverters

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

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2
Electromagnetic Compatibility (EMC)	IEC 61000 series-relevant parts
Electrical Safety	IEC 62109-1&2
Protection against Islanding of Grid	IEEE1547/UL1741/equivalent BIS Standard
Grid Connectivity	Relevant CERC Regulations and Grid Code as amended and revised from time to time.

3. Cables and connectors:

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

4. Other Sub-systems/Component

Other subsystems/components used in the SPV power plants (Cables, Connectors, Junction Boxes, Surge Protection Devices, etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance (IEC Standard for DC cables for PV systems is under development. It is recommended that in the interim, the Cables of 600-1800 Volts DC for

outdoor installations should comply with the draft EN50618 for service life expectancy of 25 years).

5. Authorized Test Centres

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

6. Warranty

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

7. Identification and Traceability

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

- (i) Name of the manufacturer of PV Module
- (ii) Name of the Manufacturer of Solar cells
- (iii) Month and year of the manufacture (separately for solar cells and module)
- (iv) Country of origin (separately for solar cells and module)
- (v) I-V curve for the module at Standard Test Condition (1000 W/m², AM 1.5, 25°C)
- (vi) Wattage, I_m, V_m and FF for the module
- (vii) Unique Serial No and Model No of the module
- (viii) Date and year of obtaining IEC PV module qualification certificate
- (ix) Name of the test lab issuing IEC certificate
- (x) Other relevant information on traceability of solar cells and module as per ISO 9000

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

8. Performance Monitoring

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

- The project developer shall maintain the list of Module IDs along with performance characteristic data for each module. This data shall be submitted to BRED/MNRE.
- The project developer shall install equipment to monitor solar radiation on the module plane, and other climatic parameters including ambient temperature and wind speed. The system monitoring generation data of DC and AC power from the plant shall also be put in place. This data shall be submitted to BRED/MNRE at a periodicity as

defined from time to time by them. The mode could be on-line or uploading on the website as informed later.

- The project developer shall provide access to SECI/MNRE or their authorized representatives for installing any additional monitoring equipment to facilitate on-line transfer of data.
- All data shall be made available as mentioned above for the entire duration of the PPA.

9. Safe Disposal of Solar PV Modules

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

10. Capacity of Solar PV Projects

- i) The rated capacity to be installed shall be considered as minimum DC Arrays Capacity and maximum AC Capacity at the delivery point as described below:

Sl. No.	Solar PV Project Capacity Bid	Minimum DC Arrays Capacity to be installed	Maximum AC Capacity Limit at Delivery point
1	5 MW	5 MW	5 MW
2	10 MW	10 MW	10 MW
3	15 MW	15 MW	15 MW
4	20 MW	20 MW	20 MW

- ii) Higher DC capacity arrays so as to achieve AC capacity limit as mentioned above for scheduling at the delivery point in compliance to Article 4.4 "Right to Contracted Capacity & Energy" of the PPA is allowed.
- iii) For commissioning of the Project, capacity of DC arrays installed shall be considered in multiple of 5 MW per unit.

FORMAT 6.11 Format for Clarification on RfP Document

Sl. No.	Clause No. & existing Provision	Clarification Required	Suggested text for the amendment	Rationale for the Clarification or Amendment

This format shall be used for submission of request for clarification / amendments on the RfP Document.

Signature of Authorized Signatory of the Bidder:

Date:

(Please also affix Bidder's Stamp.)

FORMAT 6.12 Format for Discount on BERC Approved Tariff
(to be filled in separately for each Project)

OFFER OF M/s. _____

Capacity: _____

Sl. No.	Capacity (MW)	Rate of Depreciation	Bench Mark Tariff (paisa/kWh)	Discount Offered (paisa/kWh)	Offered Tariff After Discount (paisa/kWh)
		Normal/ Accelerated	875/787		
		Normal/ Accelerated	875/787		
		Normal/ Accelerated	875/787		
		Normal/ Accelerated	875/787		

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

Date

(Please also affix Bidder's Stamp.)

Format 6.13

Draft of Power Purchase Agreement to be executed between Procurer and the Selected Bidder(s)

NIT No. : 19/PR/BSPHCL/2014-15

Dated: _____

Draft

POWER PURCHASE AGREEMENT

FOR

PROCUREMENT

ON

LONG TERM (25 YEARS) BASIS

Between

[Insert the name of the successful bidder]

and

Bihar State Power (Holding) Company Limited

Issued by:

Bihar State Power (Holding) Company Ltd.

**Vidyut Bhawan, Jawahar Lal Nehru Marg
Patna – 800 021**

Tel. No.: 0612 - 2504020 / 2504371 _____

Fax No.: 0612 - 2504557

**This Power Purchase Agreement is made on the[Insert date] day of
[Insert month] of Two thousand fourteen (__ - __ -2014) at Patna:**

Between

..... **[Insert name of the Solar Power Developer]**, a company incorporated under the Companies Act 1956 or the Companies Act 2013, having its registered office at **[Insert address of the registered office of Solar Power Developer]** (hereinafter referred to as "Seller" or "Solar Power Developer" or "SPD", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the **First Part**;

and

Bihar State Power (Holding) Company Limited, a company incorporated under the Companies Act 1956, having its registered office at Vidyut Bhawan, Jawahar Lal Nehru Marg, Patna, Bihar – 800 021 (hereinafter referred to as "BSPHCL", or "Procuree" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the **Second Part**.

"Seller" or "Solar Power Developer (SPD)" and "Procuree" are individually referred to as 'Party' and collectively referred to as 'Parties'.

Whereas:

- a) Energy Dept., Govt. of Bihar has proposed the setting up of Grid connected Solar Photovoltaic Projects within the State of Bihar. As per the directives, Projects totaling to a capacity of about 100 MW based on Solar Photovoltaic Technology are proposed to be established by the private project developers who are required to be selected through a competitive bidding basis
- b) Bihar State Power (Holding) Company Limited (BSPHCL), a company engaged in planning, promoting and developing the power sector in the state of Bihar, had initiated a competitive bidding process through issue of RfP (Request for Proposal) Document dated _____ for selecting SPD for setting up of Solar PV Project (total aggregate capacity of 100 MW) for supply of solar energy for 25 years to BSPHCL.
- c) The -----(SPD), after meeting the eligibility requirements has been selected by BSPHCL for the construction, operation & maintenance and supply of power from the Solar PV project of capacity ____ MW at Location _____ [if available] to the Procuree in accordance with the terms of this Agreement.
- d) The [SPD or "Seller"] has provided to the Procuree, Contract Performance Guarantee(s) as per format specified in Annexure ----- of RfP.

- e) The SPD has agreed to sign this Power Purchase Agreement with Procurer for sale of Solar Photovoltaic Power by the SPD to the Procurer for 25 years as per the terms and conditions of this Agreement.
- f) Procurer agrees to procure Solar Photovoltaic Power up to the Contracted Capacity from the SPD as per the terms of this Agreement.
- g) The Parties hereby agree to execute this Power Purchase Agreement setting out the terms and conditions for the procurement sale of power by SPD to Procurer.
- h) All the other RfP Project Documents will be executed by the Procurer and the Seller simultaneously with the signing of this Agreement.

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

SECTION 1

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions

The terms used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed there under, including those issued/ framed by the Appropriate Commission (as defined hereunder), as amended or re- enacted from time to time.

“Act” or “Electricity Act, 2003”	Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
“Agreement” or “Power Purchase Agreement” or “PPA”	shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof;
“Appropriate Government”	shall mean Govt. of Bihar or Central Government;
“Auxiliary Consumption”	shall be as defined in Clause 32 (1) of the BERC (Terms and Conditions for Tariff determination from Solar Energy Sources) Regulation, 2010 issued vide Gazette Notification dated 04.08.2010 or as amended time to time.
“Bihar State Power Transmission Company Ltd.” or “BSPTCL”	Shall mean the State Transmission Utility as specified by the State Government under Sub-section (1) of Section 39 of the Act;

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"Bill Dispute Notice"	shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party;
"Business Day"	shall mean with respect to the Seller and Procurer, a day other than Sunday or a statutory holiday, on which the banks remain open for business in the state of Bihar.
"BREDA"	shall mean Bihar Renewable Energy Development Agency.
"Capacity Utilisation Factor" or CUF"	shall mean 19 % availability of the Solar PV Project at the Metering point of the solar plant on Contract Year basis;
"Change in Law"	shall have the meaning ascribed thereto in Article 12.1 of this Agreement;
"Competent Court of Law"	shall mean any court or tribunal or any similar judicial or quasi-judicial body in Bihar that has jurisdiction to adjudicate upon issues relating to this Agreement;
"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 and / or supply of power;
"Consultation Period"	shall mean the period of sixty (60) days or such other longer period as the Parties may agree, commencing from the date of issuance of a Seller Preliminary Default Notice or Procurer Preliminary Default Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;
"Contract Year"	shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;
"Contracted Capacity"	shall mean ----MW(AC)of Solar PV power contracted with Procurer for sale of such power in MU's by the Seller corresponding to CUF of 19% (Viz. 2 MW AC capacity means 2 MW AC output at
"Commission"	shall mean Bihar Electricity Regulatory Commission (BERC);
"Commercial Operation Date (COD)"	shall mean the actual commissioning date of the full capacity of the Power Project where upon the SPD starts injecting power from the Power Project to the Delivery Point;
"CERC"	shall mean Central Electricity Regulatory Commission
"Day"	shall mean a day, if such a day is not a Business Day, the immediately succeeding Business Day;
"Delivery Date"	shall mean the date on which the Seller commences supply of the aggregate Contracted Capacity to the Procurer;

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"Delivery Point"	shall be the 33/11 kV power sub-station of Discom or 132/33 kV grid sub-station of BSPTCL. The metering shall be done at this point of Interconnection. All charges and losses up to the Delivery Point shall be borne by the SPD
"Delivered Energy"	means the kilowatt Hours of electricity actually fed into the Grid system and measured by energy meters at Delivery Point in a Billing Period
"Discoms"	" Discom " shall mean North Bihar Power Distribution Company Limited and/or South Bihar Power Distribution Company Limited;
"Dispute"	shall mean any dispute or difference of any kind between the Seller and the Procurer in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16 of this Agreement;
"Due Date"	shall mean the last day of the month provided the bill is received and acknowledged by the Procurer up to 10th day of the month. For the bills received and acknowledged by the Procurer after 10 th , it shall be 30 th day from such date;
"Effective Date"	shall have the meaning ascribed thereto in Article 2.1 of this Agreement"
"Electricity Laws"	shall mean the Electricity Act, 2003 and the rules and regulations made thereunder from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission;
"Emergency"	means a condition or situation affecting either Procurer's electrical system or the Grid System, including without limitation, frequency variations beyond the Technical Limits, which threatens the safe and reliable operation of such system or which is likely to result in disruption of safe, adequate and continuous electric supply by Procurer or the Grid System or could endanger life or property.
" Energy Accounts"	shall mean the regional energy accounts/ state energy accounts as specified in the Grid Code issued by the appropriate agency for each Month (as per their prescribed methodology), including the revisions and amendments thereof;
"Event of Default"	shall mean the events as defined in Article 13 of this Agreement;
"Expiry Date"	Shall mean the date occurring twenty five (25) years from the Commercial Operation Date of the Solar PV Project;

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“Financial Closure or Financial Close or Project Financing Arrangements”	shall mean arrangements of necessary funds by the Solar Project Developer either by way of commitments of funds by the company from its internal resources and / or tie up of funds through a bank/financial institution by way of sanction of a loan.
"Force Majeure" or "Force Majeure Event"	shall have the meaning ascribed thereto in Article 11 of this Agreement"
"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 2003, as applicable;
"Grid /Distribution System"	means 132/33 kV Grid S/s of BSPTCL or 33/11 kV power sub-station of Discoms through which Delivered Energy is evacuated and distributed.
"Incremental Receivables"	shall mean the amount of receivables, in excess of the amounts which have already been charged or agreed to be charged in favour of the parties by way of a legally binding agreement, executed prior to the Effective Date;
"Indian Governmental Instrumentality"	shall mean the Government of India, Governments of State of Bihar and any Ministry, Department, Board, Authority, Agency, Corporation, Commission under the direct or indirect control of Government of India or any of the above state Government(s) or both, any political sub-division of any of them including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India;
"Inter-connection Point"	shall mean the point where the power from the power station switchyard bus of the Seller is injected into the transmission system of BSPTCL/ NBPDC/ SBPDCL (including the dedicated transmission line connecting the power station with the Delivery Point);
"Invoice" or "Bill"	shall mean either a Monthly Invoice, Monthly Bill or a Supplementary Invoice / Supplementary Bill by any of the Parties;
"KV"	shall mean kilo Volt;
"kWh"	shall mean Kilowatt-hour
"Late Payment Surcharge"	shall have the meaning ascribed thereto in Article 10.3.3 of this Agreement;

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"Law"	shall mean in relation to this Agreement, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of the Appropriate Commission;
"Letter of Credit" or "L/C"	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
"Metering Point"	for purposes of recording of Delivered Energy will be the Delivery Point
"Month"	shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month;
"NBPDC / SBPDCL / Discom"	shall mean North Bihar Power Distribution Company Limited or South Bihar Power Distribution Company Limited
"Operating Period"	shall mean the period commencing from the Commercial Operation Date, until the last day of the Term of this Agreement or date of earlier termination of this Agreement in accordance with Article 2 of this Agreement;
"Open Access Charges"	shall mean the charges levied by the RLDC / STU/ SLDC of the State of Bihar for the grant of Open Access & for scheduling;
"Party" and "Parties"	shall have the meaning ascribed thereto in the recital to this Agreement;
"Payment Security Mechanism"	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
"Power Project" or "Project"	shall mean the solar power generation facility of Contracted Capacity of[Insert capacity] MW, located at [Insert name of the place] in [Insert name of the District and State] having separate points of injection into the grid at inter-connection/metering point and having a separate boundary, control systems and metering. This includes all units and auxiliaries such as water supply, treatment or storage facilities; bay/s for transmission system in the switchyard, and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility; whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power as per this Agreement;
"Preliminary Default Notice"	shall have the meaning ascribed thereto in Article 13 of this Agreement;
"PSS"	shall mean Power Sub-station

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“Prudent Utility Practices”	shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power generation equipment and which practices, methods and standards shall be adjusted as necessary, to take account of: a) operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be incorporated in the Power Project; b) the requirements of Indian Law; and the physical conditions at the site of the Power Project;
“RBI”	shall mean the Reserve Bank of India;
“Rebate”	shall have the same meaning as ascribed thereto in Article 10.3.4 of this Agreement;
“RLDC”	shall mean the relevant Regional Load Dispatch Centre established under Sub-section (1) of Section 27 of the Electricity Act, 2003;
"RPC"	shall mean the relevant Regional Power Committee established by the Government of India for a specific region in accordance with the Electricity Act, 2003 for facilitating integrated operation of the power system in that region;
"Rupees", "Rs." or “”	shall mean Indian rupees, the lawful currency of India;
“Scheduled Commercial Operation Date” or “Scheduled COD”	shall be a date, -----(to be filled as per RfP) months from the Effective Date, when the Solar PV Project is required to be commissioned as per the terms and conditions of the PPA;
“SLDC”	shall mean the State Load Dispatch centre established under Sub-section (1) of Section 31 of the Electricity Act 2003, relevant for the State of Bihar;
“SLDC Charges”	shall mean the charges levied by SLDC;
“Solar Photovoltaic” or “Solar PV”	shall mean the solar power project that uses sunlight for direct conversion into electricity and that is being set up by the Seller to provide Solar Power to the Procurer;
“Solar Power”	shall mean power generated from the Solar PV Project;
“State Transmission Utility” or “STU”	shall mean “BSPTCL” or the Government company notified by the respective State Government under Sub-section (1) of Section 39 of the Act;
"Tariff"	Shall have the same meaning as provided for in Article 9 of this Agreement;
"Tariff Payments"	shall mean the payments to be made under Monthly Bills as referred to in Article 10;
“Termination Notice”	shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement;

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"Term of Agreement"	shall have the meaning ascribed thereto in Article 2 of this Agreement;
"Week"	shall mean a calendar week commencing from 00:00 hours of Monday, and ending at 24:00 hours of the following Sunday;
"Voltage of Delivery"	shall mean the voltage at which the electricity generated by the project will be delivered to Procurer at the Delivery point

1.2 Interpretation

Save where the contrary is indicated, any reference in this Agreement to:

- 1.2.1 "Agreement" shall be construed as including a reference to its Schedules and/ or Appendices and/ or Annexure(s);
- 1.2.2 An "Article", a "Recital", a "Schedule" and a "paragraph / clause" shall be construed as a reference to an Article, a Recital, a Schedule and a paragraph/clause respectively of this Agreement;
- 1.2.3 A "crore" means a reference to ten million (10,000,000) and a "lakh" means a reference to one tenth of a million (1,00,000);
- 1.2.4 An "encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;
- 1.2.5 "Indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 1.2.6 A "person" shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;
- 1.2.7 "Rupee", "Rupees" "Rs." or "₹" (new rupee symbol) shall denote Indian Rupees, the lawful currency of India;
- 1.2.8 The "winding-up", "dissolution", "insolvency", or "reorganization" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the Law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;

- 1.2.9 Words importing the singular shall include the plural and vice versa;
- 1.2.10 This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented only if agreed to between the parties;
- 1.2.11 A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time;
- 1.2.12 A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time;
- 1.2.13 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part;
- 1.2.14 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement;
- 1.2.15 All interest, if applicable and payable under this Agreement, shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty five (365) days;
- 1.2.16 The words “hereof” or “herein”, if and when used in this Agreement shall mean a reference to this Agreement;
- 1.2.17 The terms “including” or “including without limitation” shall mean that any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;

ARTICLE 2: TERM OF AGREEMENT

2.1 Effective Date

2.1.1 This Agreement shall come into effect from the date of its execution by both the Parties and such date shall be referred to as the Effective Date.

2.2 Term of Agreement

2.2.1 This Agreement subject to Article 2.3 and 2.4 shall be valid for a term from the Effective Date until the Expiry Date. This Agreement may be extended for a further period on mutually agreed terms and conditions at least one hundred eighty (180) days prior to the Expiry Date.

2.3 Early Termination

2.3.1 This Agreement shall terminate before the Expiry Date:

- i. if either Seller or the Procurer terminates this Agreement, pursuant to Article 13 (Events of Default and Termination), of this Agreement; or
- ii. in such other circumstances as the Seller or the Procurer may agree, in writing;

2.4 Survival

2.4.1 The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive liquidated damages as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under, Article 11 (Force Majeure), Article 13 (Events of Default and Termination), Article 14 (Liability and Indemnification), Article 16 (Governing Law and Dispute Resolution), Article 17 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.

ARTICLE 3: CONDITIONS SUBSEQUENT TO BE SATISFIED BY THE SELLER/ PROCURER

3.1 Satisfaction of conditions subsequent by the SPP/ Seller

3.1.1 The SPD agrees and undertakes to duly perform and complete all of the following activities at the SPD's own cost and risk as per below mentioned time schedule from the Effective Date, unless such completion is affected by any Force Majeure event, or if any of the activities is specifically waived in writing by Procurer:

Milestone	Time Period from the Effective Date	Documentary Evidence to be produced to BREDA / BSPHCL
Approval from State Transmission Utility/ Discom regarding the feasibility of grid connectivity of the project site.	Four Months	Approval Letter from BSPTCL / NBPDC/ SBPDCL
Clear Possession of the required land for project development	Five Months	<ul style="list-style-type: none"> ○ Ownership or lease hold rights from State agency only (for at least 30 years) in the name of the Project Developer and possession of 100% of the area of land required for the allotted project. Land can be taken on lease from State agency only. ○ Certificate by the concerned and competent revenue / registration authority for the acquisition / ownership / vesting of the land in the name of the Project Developer. ○ Sworn affidavit from the Authorized person of the developer listing the details of the land and certifying total land required for the project under clear possession of the Project Developer. ○ In case of Bidding Consortium, the possession of land or

Milestone	Time Period from the Effective Date	Documentary Evidence to be produced to BREDA / BSPHCL
		lease hold right of land from State agency is in the name of non lead member, the same will be accepted against application and would be required to be transferred to the Project Company before signing of PPA.
Financial Closure	Six Months	Copy of the Sanction Letter received from the Financial Institutes/ Banks

3.1.2 The SPP/ Seller shall have obtained all Consents, Clearances and Permits required for supply of power to the Procurer as per the terms of this Agreement. In case a Project Company is incorporated and the Consents, Clearances and Permits have been obtained in the name of a company other than the Project Company, all such Consents, Clearances and Permits shall have been transferred in the name of such Project Company;

3.1.3 Transmission Agreement between BSPTCL/ Discom and SPD confirming the evacuation and connectivity of STU system with their Power Project switchyard.

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

3.1A Satisfaction of conditions subsequent by the Procurer

3.1A.1 The Procurer agrees and undertakes to duly perform and complete the following activities at the Procurer’s own cost and risk within nine months from the Effective Date, unless such completion is affected by any Force Majeure event or due to the Seller’s failure to comply with their obligations under Article 3.1 of this Agreement or if any of the activities is specifically waived in writing by the Seller:

- The Procurer shall have obtained the order of the Bihar Electricity Regulatory Commission for adoption of the tariff under Section 63 of the Electricity Act 2003 and given a copy of the same to the Seller.

3.2 Consequences of non-fulfillment of conditions subsequent under Article 3.1

- 3.2.1 In case of failure to submit the documents as above, Procurer shall have the right to terminate this Agreement by giving a Termination Notice to the SPD in writing of at least seven (7) days. The termination of the Agreement shall take effect upon the expiry of the 7th day of the notice.
- 3.2.2 Procurer shall be entitled to encash all the Performance Bank Guarantees submitted by the SPD.
- 3.2.3 For the avoidance of doubt, it is clarified that this Article shall survive the termination of this Agreement.
- 3.2.4 In case of inability of the SPD to fulfill any one or more of the conditions specified in Article 3.1 due to any Force Majeure event, the time period for fulfillment of the Conditions Subsequent as mentioned in Article 3.1, shall be extended for the period of such Force Majeure event.
- 3.2.5 Provided that due to the provisions of this Article 3.2, any increase in the time period for completion of conditions subsequent mentioned under Article 3.1, shall also lead to an equal extension in the Scheduled Commissioning Date.

3.3 Performance Bank Guarantee

- 3.3.1 The Performance Bank Guarantee of Rs. 30 Lakh/MW to be furnished under this Agreement shall be for guaranteeing the commencement of the supply of power up to the Contracted Capacity within the time specified in this Agreement.
- 3.3.2 The failure on the part of the SPD to furnish and maintain the Performance Bank Guarantee shall be a material breach of the term of this Agreement on the part of the SPD.
- 3.3.3 If the SPD fails to commence supply of power from the Scheduled Commissioning Date specified in this Agreement or any further extension thereof granted by Procurer, subject to conditions mentioned in Article 4.6.1, Procurer shall have the right to encash the Performance Bank Guarantee in accordance with Article 4.7 without prejudice to the other rights of Procurer under this Agreement.

3.4 Return of Performance Bank Guarantee

- 3.4.1 Subject to Article 3.3, Procurer shall return/ release the Performance Bank Guarantee immediately after the Commercial Operation Date of the Project.
- 3.4.2 The return/ release of the Performance Bank Guarantee shall be without prejudice to other rights of Procurer under this Agreement.

ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT

4.1 SPD's Obligations

4.1.1 The SPD undertakes to be responsible, at SPD's own cost and risk, for:

- a) obtaining all Consents, Clearances and Permits other than those obtained under Article 3.1.1 and maintaining all Consents, Clearances and Permits in full force and effect during the Term of this Agreement;
- b) designing, constructing, erecting, commissioning, completing and testing the Power Project in accordance with the applicable Law, the State Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices;
- c) the commencement of supply of power up to the Contracted Capacity to Procurer not later than the Scheduled Commissioning Date; and continuance of supply of Power throughout the term of agreement ;
- d) owning the Power Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 15;
- e) maintaining its controlling shareholding (having the shareholding of more than 50%) prevalent at the time of signing of PPA up to a period of one (1) year after Commercial Operation Date; and
- f) fulfilling all obligations undertaken by the SPD under this Agreement.

4.1.2 Further, the SPP should adhere to the following milestone schedule after the achievement of the financial closure for the project.

Milestone	Time Period from the Achievement of Financial Closure	Documentary Evidence to be produced to BREDA / BSPHCL
No-Objection Certificate from State Pollution Control Board (if required)	Two months	Copy of approval letter from SPCB
Placement of Order/Agreement signing for purchase of plant and machinery for the project	Three months	Order/Agreement Copy
Payment of requisite advance or opening of irrevocable letter of credit with suppliers/contractors	Four months	Receipt of payment from the Supplier/Contractor
Receiving of plant and machinery for the project at site	Six Months	MDCC from Supplier/ Actual Site Photographs
Completion of Civil Infrastructure	Eight Months	Actual Site Photographs
Commissioning and commercial	Nine Months	Letter from

Milestone	Time Period from the Achievement of Financial Closure	Documentary Evidence to be produced to BREDA / BSPHCL
operation		NBPDCL/SBPDCL

4.1A Construction power and power during maintenance/ shutdown

The SPD shall apply to the Discom for availing temporary connection for the supply of Power and the Discom shall supply the power in accordance with then prevalent terms and conditions for such consumers at the tariff as determined by BERC from time to time.

The SPD shall also be allowed by the Discom to draw energy for their consumption during the maintenance/ shut down period of the Project after the Commercial Operation date. The Discom shall raise an invoice on the monthly basis as per the prevailing terms and conditions and tariff rates as applicable for such consumers as determined by BERC.

4.2 Grid Interfacing and Evacuation Arrangements

4.2.1 The plant should be designed for interconnection with the distribution/transmission network of Discom or BSPTCL. The responsibility of getting connectivity with the transmission system will lie with the SPD.

4.2.2 While identifying the site for the Project, the SPD shall be required to obtain an “in-principle” approval from the State Transmission Utility i.e Bihar State Power Transmission Utility Limited or North Bihar Power Distribution Company or South Bihar Power Distribution Company Limited regarding the feasibility of grid connectivity of the project site. The same is required to be obtained within 120 days from the date of signing of this Agreement.

4.2.3 In case of delay in achieving the above condition, as may be applicable, BSPHCL shall encash performance Bank Guarantees and shall remove the project from the list of the selected projects.

4.2.4 The generation project shall be located in the close proximity of existing /upcoming PSS (33 /11 KV) & Grid S/s (132/33 KV). In case the distance is larger than 10 km, based on the detailed feasibility studies, Transco / Discom may request Bidder to consider an alternate site for the project.

4.2.5 Based on the feasibility of the grid connectivity of the project site established by BSPTCL/ NBPDCL/ SBPDCL, the requisite arrangement for the evacuation of the power from the generation plant to the nearest grid/ sub-station will be developed at their own cost by BSPTCL/ NBPDCL/ SBPDCL. However, the installation of equipments for metering at the plant side will be the responsibility of the SPD.

4.2.6 The SPD shall provide step-up transformers, panels, kiosks, protection & metering equipment or any other equipment as required at the generation facility and fully equipped

line bay(s) in its switchyard for termination of interconnecting transmission line(s) at the Generation switchyard. In general, the SPD should procure and set up all such facilities required for facilitating the inter-connection till the point of inter-connection. The SPD shall also provide proper & reliable communication between the generation facility & Grid substation / Power S/S of BSPTCL/ NBPDC/ SBPDCL where the power is to be delivered by the generation facility. The cost of the communication equipments and associated works will be borne by the SPD.

- 4.2.7 The SPD shall run the plant as a part of integrated system to generate power in synchronism with the grid and shall inject three phase 50 Hz (nominal) AC Supply into Discom's system at ___ kV as per provision of Bihar Grid Code-2010 as amended from time to time.
- 4.2.8 Delivery of power to the point of interconnection at substation of Discom/BSPTCL where the metering will be done shall be the responsibility of the SPD at its own cost. For this, the SPD shall enter into a Transmission Agreement with BSPTCL / NBPDC / SBPDCL and shall pay the applicable Open Access charges at the rates to be determined by BERC for transmission of power from its power plant to the sub-station. The installation of equipments for metering at the power plant side will be the responsibility of the SPD.
- 4.2.9 The Company shall also generate matching MVARh corresponding to 0.80 PF & above, so that there is no adverse effect on Discom's Grid system. Monthly average PF shall be computed from ratio of kWh to kVARh injected into Discom's Grid system during the month.

4.3 Synchronization & Interconnection Facilities

- 4.3.1 The SPD shall be required to obtain all information with regard to the interconnection facilities as is reasonably necessary to enable it to design, install and operate all interconnection plant and apparatus on the generation plant side to enable delivery of electricity at the Delivery Point.
- 4.3.2 The synchronization equipment will be installed by the SPD at its generation facility at its own cost. The SPD shall synchronize its system with the Discom's system only after the grant of approval of synchronization scheme by Chief Engineer, Transmission (O&M) and subject to verification and checking made by Electrical Superintending Engineer, CRITL, BSPTCL of the control and protection system of the generation project & switchyard. The SPD shall, immediately after each synchronization / tripping of generator, inform the Grid sub-station / Power S/s to which the plant is electrically connected and SLDC, Patna. The SPP should also inform the concerned connected Grid sub-station / Power S/s / SLDC before any synchronization. The in-charge of the Grid Sub Station or Power Sub-station should also inspect the system of synchronization.
- 4.3.3 The SPD and Procurer in mutual consultation with each other shall decide on the scheme for protection of the interconnection line(s) and of the facilities at both ends as well as generation protection facilities in case of reverse power flow due to mal operation of the circuit breakers during tripping of the unit (s). All electrical equipment shall be installed as

per Bihar Electricity Grid Code 2010 or as amended time to time by BERC. The installation and operation of meters shall be as per CEA (Installation and Operation of Meters) Regulations, 2010 or BERC Grid Code 2010 as amended time to time.

- 4.3.4 Notwithstanding the provisions of this agreement, the Procurer will not be responsible for any damage that may occur to the SPD's generation system for any reasons whatsoever.

4.4 Purchase and sale of Contracted Capacity

- 4.4.1 Subject to the terms and conditions of this Agreement, the SPD undertakes to sell to Procurer and Procurer undertakes to pay Tariff for all the energy supplied at the Delivery Point corresponding to Contracted Capacity.

4.5 Right to Contracted Capacity & Energy

- 4.5.1 Procurer, at any time during a Contract Year, shall not be obliged to purchase any additional energy from the SPD beyond Million kWh (MU) [Insert value of energy generated corresponding to a CUF of 19 %].

- 4.5.2 If for any Contract Year, it is found that the SPD has not been able to generate minimum energy of Million kWh (MU) [corresponding to a CUF of 12%], on account of reasons solely attributable to the SPP, the non-compliance by SPD shall make SPD liable to pay the compensation to Procurer. This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The amount of compensation shall be computed at the rate equal to the floor price payable by the Discoms towards purchase of Solar REC as determined by BERC subject to a minimum of 25% of the applicable tariff. However, the amount of shortfall in generation shall be adjusted as per methodology proposed by MNRE, on account of non-availability of grid for power evacuation which is beyond the control of the SPD and / or occurrence of abnormally low Global Horizontal Irradiance (GHI) year (i.e. if the actual global solar irradiance in the year under consideration is less than 50% of average values of two (2) years of annual GHI as available from the nearest IMD/SRRA stations).

- 4.5.3 Notwithstanding Article 4.5.1, the SPD is free to sell such power to any third party prior to the Scheduled Commissioning Date and any capacity, which is in excess of the quantum of power agreed to be supplied under this Agreement from Scheduled Commissioning Date. However, in case at any point of time, the peak of capacity reached is higher than the rated capacity and causes disturbance in the system at the point where power is injected, the developer will have to forego the excess generation and reduce the output to the rated capacity.

- 4.5.4 The sale of power under open access within or outside the state from the Solar Power Generating sources will be in accordance with the provisions of BERC (Terms and Conditions for Open Access) Regulation, 2006 for use of the Intra State transmission, distribution system or associated facilities as amended time to time and CERC (Open

Access in Inter State Transmission) (Amendment) Regulation, 2008 or as amended time to time.

4.6 Extensions of Time

4.6.1 In the event that the SPD is prevented from performing its obligations under Article 4.1 by the Scheduled Commissioning Date due to:

- a) any STU/ Discom(s)/ Procurer Event of Default; or
- b) Force Majeure Events affecting STU/ Discom(s)/ Procurer, or
- c) Force Majeure Events affecting the SPD,

the Scheduled Commissioning Date and the Expiry Date shall be deferred for a reasonable period but not less than 'day for day' basis, to permit the SPD or STU/ Discom(s)/ Procurer through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the SPD or Procurer, or till such time such Event of Default is rectified by STU/ Discom(s)/ Procurer.

4.6.2 Subject to Article 4.6.5, in case of extension occurring due to reasons specified in Article 4.6.1(a), any of the dates specified therein can be extended by Procurer, subject to the condition laid down in RfP. In case of extension due to reasons specified in Article 4.6.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of three (3) Months, any of the Parties may choose to terminate the Agreement as per the provisions of Article 13.5.

4.6.3 If the Parties have not agreed, within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on the time period by which the Scheduled Commissioning Date or the Expiry Date should be deferred by, any Party may raise the Dispute to be resolved in accordance with Article 16.

4.6.4 As a result of such extension, the Scheduled Commissioning Date and the Expiry Date newly determined shall be deemed to be the Scheduled Commissioning Date and the Expiry Date for the purposes of this Agreement.

4.6.5 Notwithstanding anything to the contrary contained in this Agreement, any extension of the Scheduled Commissioning Date arising due to any reason envisaged in this Agreement shall not be allowed beyond the date determined pursuant to article 4.7.2 whichever is later.

4.7 Liquidated Damages for delay in commencement of supply of power to Procurer

4.7.1 If the SPD is unable to commence supply of power to Procurer by the Scheduled Commissioning Date other than for the reasons specified in Article 4.6.1, the SPD shall pay to Procurer, Liquidated Damages for the delay in such commencement of supply of power and making the Contracted Capacity available for dispatch by the Scheduled Commissioning Date as per following:

- a. Delay up to one month – Procurer will encash 20% of the total Performance bank guarantee proportionate to the Capacity not commissioned.
- b. Delay of more than one month and up to two months - Procurer will encash 40% of the total Performance Bank Guarantee proportionate to the Capacity not commissioned in addition to BG in clause-a above.
- c. Delay of more than two months and up to three months - Procurer will encash the remaining Performance Bank Guarantees proportionate to the Capacity not commissioned in addition to BG in clause-a and b above

In case the commissioning of project is delayed beyond 3 (three) months, the Project Developer shall pay to Procurer the Liquidated Damages (LD) at the rate of Rs.1,00,000 per MW per day of delay for the delay in such remaining Capacity which is not commissioned.

- 4.7.2 The maximum time period allowed for commissioning of the Project with encashment of Performance Bank Guarantee shall be limited to 19 months from the date of signing of this agreement.
- 4.7.3 The amount of liquidated damages worked out as above shall be recovered by Procurer from the payments due to the Project Developer on account of sale of solar power to Procurer. In case, the Commissioning of the Project is delayed beyond 19 months from the date of signing of the PPA, the PPA capacity shall stand reduced / amended to the Project Capacity Commissioned and the PPA for the balance Capacity will stand terminated and shall be reduced from the selected Project Capacity.
- 4.7.4 Part commissioning of the Project shall be accepted by Procurer subject to the condition that the minimum capacity for acceptance of part commissioning shall be 1 MW and multiples thereof. The PPA will remain in force for a period of 25 years from the date of acceptance of respective part commissioning of the project.

4.8 Acceptance/ Performance Test

- 4.8.1 Prior to synchronization of the Power Project, the SPD shall be required to get the Project certified for the requisite acceptance/ performance test as may be laid down by an agency identified by the Procurer to carry out testing and certification for the solar power projects.

4.9 Third Party Verification

- 4.9.1 The SPD shall be further required to provide entry to the site of the Power Project free of all encumbrances at all times during the Term of the Agreement to Discom / STU/ Procurer and a third Party/ committee consisting of officials of MNRE, BERG, CEA, Procurer, NBPDC, SBPDCL, BSPGCL, BSPTCL, and nominated by State Governmental Instrumentality for inspection and verification of the works being carried out by the SPD at the site of the Power Project.

- 4.9.2 The third party may verify the construction works/ operation of the Power Project being carried out by the SPD and if it is found that the construction works/ operation of the Power Project is not as per the Prudent Utility Practices, it may seek clarifications from SPD or require the works to be stopped or to comply with the instructions of third party.
- 4.9.3 The third party may carry out checks for testing the CUF of the Power Project. During a contract year, if the CUF of the Power Project is found to be below [Insert value i.e. 5% less than CUF] or if it is found that the SPD has not been able to maintain a CUF of [Insert value i.e. 3% less than CUF] for a consecutive/non consecutive period of three (3) months during a Contract Year on account of reasons solely attributable to SPD, the SPD shall be liable for non fulfillment of its obligation.

ARTICLE 5: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION

5.1 Synchronization, Commissioning and Commercial Operation

- 5.1.1 The SPD shall give the concerned RLDC / SLDC/ BSPTCL/ Discom(s) at least sixty (60) days advanced preliminary written notice and at least thirty (30) days advanced final written notice, of the date on which it intends to synchronise the Power Project to the Grid System.
- 5.1.2 Subject to Article 5.1.1, the Power Project may be synchronized by the SPD to the Grid System when it meets all the connection conditions prescribed in Bihar Grid Code then in effect and otherwise meets all other Indian/State legal requirements for synchronization to the Grid System.
- 5.1.3 The synchronization equipment shall be installed by the SPD at its generation facility of the Power Project at its own cost. The SPP shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted by the head of the concerned sub-station/ Grid System of BSPTCL and checking/verification is made by the concerned BSPTCL and Discoms Authorities of the Grid System.
- 5.1.4 The SPP shall immediately after each synchronization/ tripping of generator, inform the sub-station of the Grid System to which the Power Project is electrically connected in accordance with State Grid Code.
- 5.1.5 The SPP shall commission the project within fifteen (15) months from the date of signing of PPA.

ARTICLE 6: DISPATCH

6.1 Dispatch

6.1.1 The Power Project shall be required to maintain compliance to the applicable Grid Code requirements and directions, if any, as specified by concerned SLDC/ RLDC from time to time.

6.1.2 The Power Project shall be treated as “Must Run” power plants and shall not be subjected to “merit order dispatch” as per provision of Clause 11 of BERC (Terms and Conditions for Tariff determination from Solar Energy Sources) Regulation, 2010 notified in Bihar Gazette on 04.08.2010 or as amended time to time by BERC.

6.1.3 Continuity of Service

6.1.3.1 Procurer may require the SPD to temporarily curtail or interrupt delivery of energy when necessary in the following circumstances:

- For repair, replacement and removal of the Procurer’s equipment or any part of its system that is associated with the Company’s facility. However, as far as practicable such an event shall be scheduled during the annual shut down period of the generation facilities.
- Load crash in Procurer system due to wide-spread rains, cyclones or typhoons.
- Conditions leading to overloading of interconnecting transformers, transmission lines and switchgears due to outage of some equipment at Procurer’s interconnecting grid or power substation.
- If Procurer determines that the continued operation of the facility may endanger the safety of the Procurer’s personnel or integrity of the Procurer electric system or have an adverse effect of the electric service to the Procurer other customer(s).
- Under Force-Majeure Conditions of Procurer.
- Instructions for the disconnection of the generation facility from the Procurer system shall be notified by the State Load Despatch Centre, Patna for the period / duration indicated by it. However, Procurer shall take all reasonable steps to minimize the number and duration of such interruptions, curtailments or reductions.

ARTICLE 7: METERING

- 7.1 Energy meters (Export –Import type) of 0.2 class or better accuracy and having kWh, kVAh & kVArh facility duly inspected and tested by the Procurer shall be installed at Delivery Point (hereinafter called Main Meters) and at the out going feeder of the generating station end (hereinafter called Check Meters) by Procurer and SPD respectively which shall be capable of recording and storing fifteen (15) minutes data of the Electrical Parameters for a minimum of 35 days with MRI downloading facility of the datas. Dedicated CTs and PTs of 0.2 or 0.5 class or better accuracy shall be made available by Procurer at the Delivery point (Grid Sub station / Power substation) and by SPD at the out-going feeder of the generating station end. The Energy meters will be DLMS compliant and with GPRS MODEM and having ABT feature also. The detail specification of Energy Meters will be approved by Procurer prior to placing order for the energy meter by the SPD. The finalization of the metering scheme will be through mutual discussion between Procurer and the SPD at the time of procurement in order to adopt latest developed technology and equipment.
- 7.2 All the meters, CTs and PTs described in Clause 7.1 above shall be jointly inspected and sealed on behalf of both Parties and shall not be interfered with except in the presence of the representatives of both Parties. For testing and calibration of meters, a notice of at least seven (7) days shall be given by the Party requesting the testing to enable the authorized representatives of both the parties to be present. All energy meters, CT, PT will be tested at laboratory of Procurer at Patna under Director (Metering). Necessary request and requisite testing charges if desired may be obtained from concerned Transmission/Supply Circles/Divisions.
- 7.3 All meters, CT and PT shall be checked for accuracy prior to commissioning & once in every six (6) months by both parties and shall be treated as working satisfactorily so long as the errors are within the limits prescribed for such meters.
- 7.4 Meter readings of the main meter will form the basis of billing.
- 7.5 Where the half yearly check indicates errors in the Main Meters beyond the prescribed limit but no such error is noticed in the Check Meters, billing for the month up to the date & time of such test check will be done on the basis of check meters and the Main Meters will be re-calibrated immediately. Billing for the period after the Main Meters are calibrated shall be as per the calibrated meters.
- 7.6 If during the half yearly checks, both the main meters and the check meters are found to be beyond permissible limits or error, the meters shall be immediately recalibrated and the correction shall be applied to the consumption registered by the Main Meters to arrive at the correct consumption of energy for billing purposes for the period of the month up to the time of such check, billing for the period thereafter till the next monthly meter reading shall be measured by recalibrated Main Meters. In case of meter reading at the generator end is taken for billing purpose then the energy supplied to Procurer will be taken care of after

deducting the Auxiliary consumption and transmission / wheeling loss as determined by BERC from time to time.

7.7 Corrections in billing, wherever necessary, shall be applicable to the period between date & time of the previous test calibration and the date & time of the test calibration in the current month when the error is observed and this correction shall be for the full value of the absolute error. For the purpose of the correction to be applied, the meter shall be tested at 100, 75, 50, 25 & 10 percent load at unity, 0.85 lag & 0.75 lag power factors. Of these fifteen values, the error at the load and power factor nearest the average monthly load served at the point during the period shall be taken as the error to be applied for correction.

7.8 The billing will be normally done on the basis of readings recorded by the meters installed at the Delivery point (Main Meters) at grid substation of BSPTCL or power substation of Procurer. In case the metering equipment of Delivery point becomes defective, the billing shall be done on the basis of meter readings of the meters installed at generating station switchyard. Under such condition the net power supplied to Procurer system will be calculated as follows:

Net Energy supplied to Procurer (in Kwh) = [Energy recorded at the check meter installed at the out going feeder of the generating station switchyard - Transmission loss - Wheeling loss (at 33 KV or 11 KV)]. Transmission and Wheeling loss will be as determined by BERC time to time. The defective meters shall however be replaced within three (3) months of the detection by either party.

7.9 If both the Energy Meters located at the outgoing feeder of the generation switch yard and State utility Grid Substation / Power substation fail to record the Electricity supplied then the Electricity supplied will be computed from the log sheets maintained at Procurer's Grid substation / Power Substations for that period of defect. The M.R.I of the meter will be considered an authentic document for verification of the meter reading and will be final & binding on both parties.

7.10 For the purpose of test & calibration, the sub standard meter shall be got calibrated and sealed from reputed testing Laboratory. This meter shall be calibrated once in every 2 years.

7.11 **Reporting of Metered Data and Parameters**

7.11.1 The grid connected solar PV power plants will install necessary equipment for regular monitoring of solar irradiance (including GHI DHI and solar radiation in the module plane), ambient air temperature, wind speed and other weather parameters and simultaneously for monitoring of the electric power (both DC and AC) generated from the Project.

7.11.2 Online arrangement would have to be made by the SPD at its own cost for submission of above data regularly for the entire period of this Power Purchase Agreement to BRENDA/Procurer and the concerned Ministry.

ARTICLE 8: INSURANCES

8.1 Insurance

8.1.1 The SPD shall effect and maintain or cause to be effected and maintained, at its own cost and expense, throughout the Term of PPA, Insurances against such risks, with such deductibles and with such endorsements and co-insured(s), which the Prudent Utility Practices would ordinarily merit maintenance of and as required under the Financing Agreements and under applicable laws.

8.2 Application of Insurance Proceeds

8.2.1 Save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

8.2.2 If a Force Majeure Event renders the Power Project no longer economically and technically viable and the insurers under the Insurances make payment on a “total loss” or equivalent basis, Procurer shall have no claim on such proceeds of such Insurance.

8.3 Effect on liability of Procurer

8.3.1 Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the SPD can claim compensation, under any Insurance shall not be charged to or payable by the Procurer.

ARTICLE 9: APPLICABLE TARIFF

9.1.1 The SPD shall be entitled to receive a Tariff of Rs...../kWh [Insert as applicable] fixed for the entire term of this Agreement, with effect from the Scheduled Date of Commissioning for the energy supplied at the Delivery Point. pertaining to the Contracted Capacity.

SECTION 3:

ARTICLE 10: BILLING AND PAYMENT

10.1 General

10.1.1 From the commencement of supply of power by the Seller, the Procurer shall pay to the Seller the monthly Tariff Payments, on or before the Due Date, in accordance with Tariff as specified in this Article 9. All Tariff Payments by the Procurer shall be in Indian Rupees.

10.1.2 The designated representatives of the Parties shall record joint readings of the meters of the respective feeders at Delivery point at 1200 Hours on the first day of every calendar month.

10.1.3 Monthly energy account depicting energy delivered & wheeled to Procurer, shall be prepared and maintained by SLDC, Patna on behalf of Procurer.

10.2 Delivery and Content of Monthly Bills

10.2.1 The Seller shall issue to Procurer a signed Monthly Bill for the immediately preceding Month not later than ten (10) days of the next Month. In case the Monthly Bill for the immediately preceding Month issued after ten (10) days of the next Month, the Due Date for payment of such Monthly Bill shall be extended by thirty (30) days.

Provided that:

- a. if the date of commencement of supply of power falls during the period between the first (1st) day and up to and including the fifteenth (15th) day of a Month, the first Monthly Bill shall be issued for the period until the last day of such Month, or
- b. if, the date of commencement of supply of power falls after the fifteenth (15th) day of a Month, the first Monthly Bill shall be issued for the period commencing from the Delivery Date until the last day of the immediately following Month.

Provided further that if a Monthly Bill is received on or before the second (2nd) day of a Month, it shall be deemed to have been received on the second (2nd) Business Day of such Month.

10.2.2 The Monthly Bill prepared shall include the following;

- i) Provisional Bill for Solar PV power supplied in the immediately preceding Month;
- ii) Adjustments against the Provisional Bill(s) based on Energy Accounts for the Solar PV power supplied in the Month(s) proceeding to the previous month(s);
- iii) Late Payment Surcharge, if any; and

- iv) Taxes, Duties, Levies etc as applicable.

10.3 Payment of Monthly Bills

10.3.1 The Procurer shall pay the amount payable under the Monthly Bill on the Due Date to such account of the Seller, as shall have been previously notified to the Procurer in accordance with Article 10.3.2 below.

10.3.2 The Seller shall open a bank account at Patna, Bihar ("Seller's Designated Account") for all Tariff Payments be made by the Procurer to the Seller, and notify the Procurer of the details of such account at least ninety (90) Days before the dispatch of the first Monthly Bill. The Procurer shall also designate a bank account at Patna (the "Procurer's Designated Account") for payments to be made by the Seller to the Procurer, if any, and notify the Seller of the details of such account ninety (90) days before the dispatch of the first Monthly Bill. The Seller and the Procurer shall instruct their respective bankers to make all payments under this Agreement to the Procurer' Designated Account or the Seller's Designated Account, as the case may be, and shall notify either Party of such instructions on the same day.

10.3.3 Late Payment Surcharge

In the event of delay in payment of a Monthly Bill by the Procurer sixty (60) days beyond its due date, a Late Payment Surcharge shall be payable by the Procurer to the Seller at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis. The Late Payment Surcharge shall be claimed by the Seller through the next Monthly Bill.

10.3.4 Rebate

For payment of any Bill within due date, the following Rebate shall be paid by the Seller to the Procurer in the following manner.

- a) A Rebate of 2% shall be payable to the Procurer for the payments made in full within three Business Day of receipt of the Bill by the Procurer.
- b) For payment of Bill subsequently but up to the Due Date, a rebate of 1% shall be allowed for the payments made in full.
- c) No Rebate shall be payable on the Bills raised on account of taxes, duties and cess etc.

10.3.5 Sharing of CDM Benefits

The proceeds of carbon credit from approved CDM project shall be shared between generating company and concerned beneficiary (ies) in the manner as specified in Clause 21 (1) (a) (b) of BEREC (Terms and Conditions for Tariff determination from Solar Energy Sources) Regulation, 2010 notified in Bihar Gazette on 04.08.2010 or as amended time to time by BEREC.

10.4 Payment Security Mechanism

Letter of Credit (LC):

- 10.4.1 The Procurer shall provide to the Seller, in respect of payment of its Monthly Bills, an unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), opened and maintained by the Procurer, which may be drawn upon by the Seller in accordance with this Article. The Procurer shall provide to the Seller draft of the Letter of Credit proposed to be provided to the Seller two (2) months before the Scheduled Commissioning Date.
- 10.4.2 Not later than one (1) Month before the start of supply, the Procurer shall through a scheduled bank at Patna open a Letter of Credit in favour of the Seller, to be made operative at least 15 days prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) Months and shall be reviewed every year, in the month of January and revised w.e.f. April for an amount equal to:
- i) for the first Contract Year, equal to the estimated average monthly billing;
 - ii) for each subsequent Contract Year, equal to the one point zero five (1.05) times the average of the monthly Tariff Payments of the previous Contract Year.
- 10.4.3 Provided that the Seller shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill, and shall not make more than one drawl in a Month.
- 10.4.4 Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 10.4.2 due to any reason whatsoever, the Procurer shall restore such shortfall within seven (7) days.
- 10.4.5 The Procurer shall cause the scheduled bank issuing the Letter of Credit to intimate the Seller, in writing regarding establishing of such irrevocable Letter of Credit.
- 10.4.6 The Procurer shall ensure that the Letter of Credit shall be renewed not later than thirty (30) days prior to its expiry.
- 10.4.7 All costs relating to opening, maintenance of the Letter of Credit shall be borne by the Procurer.
- 10.4.8 If, the Procurer fails to pay a Monthly Bill or part thereof within and including the Due Date, then, subject to Article 10.4.6, the Seller may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from the Procurer, an amount equal to such Monthly Bill or part thereof, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:
- i) a copy of the Monthly Bill which has remained unpaid by the Procurer;
 - ii) a certificate from the Seller to the effect that the bill at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date;

10.4.9 Collateral Arrangement

As a further support for the Procurer' obligations, on or prior to the Effective Date, the Procurer and the Seller shall execute Default Escrow Agreement (referred as "Default Escrow Agreement") for the establishment and operation of the Default Escrow Account in favour of the Seller, through which the revenues of the Procurer shall be routed and used as per the terms of the Default Escrow Agreement. The Procurer and the Seller shall contemporaneously with the execution of the Default Escrow Agreement enter into the Agreement to Hypothecate Cum Deed of Hypothecation, whereby the Procurer shall agree to hypothecate, Incremental Receivables to the extent as required for the Letter of Credit as per Article 10.4.2. The Default Escrow Agreement and the Agreement to Hypothecate Cum Deed of Hypothecation are collectively referred to as the "Collateral Arrangement".

Provided that the Procurer shall ensure that the Seller shall have first ranking charge on the Receivables in accordance with the terms of the Agreement to Hypothecate Cum Deed of Hypothecation.

10.4.10 The Default Escrow would come into operation if,

- i) The Letter of Credit is not recouped by the Procurer to its required value by the 7th day of its operation;
- ii) The Seller is unable to draw on the Letter of Credit on the Due Date, if the Procurer fails to pay by the Due Date.
- iii) Non-restoration of Escrow Arrangement by the 7th day of the Due Date.

10.5 Disputed Bill

10.5.1 If the Procurer does not dispute a Monthly Bill raised by the other Party within fifteen (15) days of receiving such Bill shall be taken as conclusive.

10.5.2 If the Procurer disputes the amount payable under a Monthly Bill it shall pay 95% of the disputed amount and it shall within fifteen (15) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:

- i) the details of the disputed amount;
- ii) its estimate of what the correct amount should be; and
- iii) all written material in support of its claim.

10.5.3 If the Seller agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, the Seller shall make appropriate adjustment in the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment

was made by the Procurer and up to and including the date on which such payment has been received as refund.

10.5.4 If the Seller does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.6.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the disputing Party providing:

- i) reasons for its disagreement;
- ii) its estimate of what the correct amount should be; and
- iii) All written material in support of its counter-claim.

10.5.5 Upon receipt of the Bill Disagreement Notice by the Procurer under Article 10.5.4, authorized representative(s) of the Procurer and the Seller shall meet and make best endeavors to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

10.5.6 If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to Article 10.5.4, the matter shall be referred to Dispute resolution in accordance with Article 16.

10.5.6 For the avoidance of doubt, it is clarified that despite a Dispute regarding an Invoice, the Procurer shall, without prejudice to its right to Dispute, be under an obligation to make payment, of 95% of the Disputed Amount in the Monthly Bill.

10.6 Quarterly and Annual Reconciliation

10.6.1 The Parties acknowledge that all payments made against Monthly Bills shall be subject to quarterly reconciliation within 30 days of the end of the quarter of each Contract Year and annual reconciliation at the end of each Contract Year within 30 days thereof to take into account the Energy Accounts, Tariff adjustment payments, Tariff Rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this Agreement.

10.6.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year as the case may be has been finally verified and adjusted, the Procurer and the Seller shall jointly sign such reconciliation statement. After signing of a reconciliation statement within 15 days, the Seller shall make appropriate adjustments in the following Monthly Bill, with Surcharge/Interest, as applicable. Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 16.

10.8 Payment of Supplementary Bill

10.8.1 Either Party may raise a bill on the other Party ("Supplementary Bill") for payment on account of:

- i) Adjustments required by the Regional Energy Account (if applicable);

ii) Tariff Payment for change in parameters, pursuant to provisions in Schedule 4; or

iii) Change in Law as provided in Article 12,

and such Supplementary Bill shall be paid by the other Party.

10.8.2 Procurer shall remit all amounts due under a Supplementary Bill raised by the SPD to the SPD's Designated Account by the Due Date. Similarly, the SPD shall pay all amounts due under a Supplementary Bill raised by Procurer, if any, by the Due Date to concerned Procurer designated bank account. For such payments by Procurer, Rebate as applicable to Monthly Bills pursuant to Article 10.3.5 shall equally apply.

10.8.3 In the event of delay in payment of a Supplementary Bill by either Party beyond its Due Date, a Late Payment Surcharge shall be payable at the same terms applicable to the Monthly Bill in Article 10.3.3.

ARTICLE 11: FORCE MAJEURE

11.1 Definitions

11.1.1 In this Article, the following terms shall have the following meanings:

11.2 Affected Party

11.2.1 An affected Party means the Seller or the Procurer whose performance has been adversely affected by an event of Force Majeure.

11.3 Force Majeure

11.3.1 A 'Force Majeure' means any event or circumstance or combination of events and circumstances as stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care in performing its obligations or complied with Prudent Utility Practices:

- a) Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site) , earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or
- b) Explosion, accident or breakage of transmission facilities to deliver power from the Delivery Points to the receiving substation(s); or
- c) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action making the performance of obligations as specified herein as impossible; or
- d) radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Power Project by the Affected Party or those employed or engaged by the Affected Party.
- e) An event of force majeure affecting the concerned STU/ Discom(s), as the case may be, thereby affecting the evacuation of power from the Delivery Points by the Procurer;

11.4 Force Majeure Exclusions

11.4.1 Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- a) Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project;
- b) Delay in the performance of any contractor, sub-contractor or their agents;
- c) Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
- d) Strikes at the facilities of the Affected Party;
- e) Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- f) Non-performance caused by, or connected with, the Affected Party's:
 - i. Negligent or intentional acts, errors or omissions;
 - ii. Failure to comply with an Indian Law; or
 - iii. Breach of, or default under this Agreement.

11.5 Notification of Force Majeure Event

11.5.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement.

Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.

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

11.6 Duty to Perform and Duty to Mitigate

11.6.1 To the extent not prevented by a Force Majeure Event pursuant to Article 11.3, the Affected Party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

11.7 Available Relief for a Force Majeure Event

11.7.1 Subject to this Article 11

- a) No Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;
- b) Every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations as specified under this Agreement;
- c) For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.
- d) Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event;

ARTICLE 12: CHANGE IN LAW

12.1 Definitions

In this Article 12, the following terms shall have the following meanings:

12.1.1 "Change in Law" means the occurrence of any of the following events after the Effective Date resulting into any additional recurring/ non-recurring expenditure by the SPD or any income to the SPD:

- the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law;
- a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
- the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
- a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits; except due to any default of the SPD;
- any change in tax or introduction of any tax made applicable for supply of power by the SPD as per the terms of this Agreement.

but shall not include (i) any change in any withholding tax on income or dividends distributed to the shareholders of the SPD, or (ii) any change on account of regulatory measures by the Appropriate Commission including calculation of Availability.

12.2 Relief for Change in Law

12.2.1 The aggrieved Party shall be required to approach the State Commission for seeking approval of Change in Law.

12.2.2 The decision of the Appropriate (State) Commission to acknowledge a Change in Law and the date from which it will become effective, provide relief for the same shall be final and governing on both the Parties.

ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION

13.1 SPD Event of Default

13.1.1 The occurrence and/or continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event, shall constitute a SPD Event of Default:

- i) the failure to commence supply of power to Procurer up to the Contracted Capacity, relevant to the Scheduled Commissioning Date, by the end of the period specified in Article 4, or
- ii) if
 - a) the SPD assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Power Project in contravention of the provisions of this Agreement; or
 - b) the SPD transfers or novates any of its rights and/ or obligations under this agreement, in a manner contrary to the provisions of this Agreement; except where such transfer
 - is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement, or
 - is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;
- iii) if (a) the SPD becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the SPD, or (c) the SPD goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,

Provided that a dissolution or liquidation of the SPD will not be a SPD Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the SPD and expressly assumes all obligations of the SPD under this Agreement and is in a position to perform them; or

- iv) the SPD repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from Procurer in this regard; or
- v) (except where due to any Procurer' s failure to comply with its material obligations, the SPD is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the SPD within thirty (30) days of receipt of first notice in this regard given by Procurer .

- vi) Failure to replace the Performance Bank Guarantee, as per the terms of this Agreement;
or
- vii) change in controlling shareholding before the specified time frame as mentioned in Article 4.1.1 of this Agreement; or
- viii) Occurrence of any other event which is specified in this Agreement to be a material breach/ default of the SPD.

13.2 Procurer Event of Default

13.2.1 The occurrence and the continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by the SPD of its obligations under this Agreement, shall constitute the Event of Default on the part of defaulting Procurer:

- (i) Procurer fails to pay (with respect to a Monthly Bill or a Supplementary Bill) subject to Article 10.5, for a period of ninety (90) days after the Due Date and the SPD is unable to recover the amount outstanding to the SPD through the Letter of Credit/Default Escrow Account; or
- (ii) Procurer repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the SPD in this regard; or
- (iii) except where due to any SPD's failure to comply with its obligations, Procurer is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by Procurer within thirty (30) days of receipt of notice in this regard from the SPD to Procurer;
- (iv) if
 - Procurer becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or
 - any winding up or bankruptcy or insolvency order is passed against Procurer , or
 - Procurer goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, Provided that it shall not constitute a Procurer Event of Default, where such dissolution or liquidation of Procurer or Procurer is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and has creditworthiness similar to Procurer and expressly assumes all obligations of Procurer and is in a position to perform them; or;

- (v) Occurrence of any other event which is specified in this Agreement to be a material breach or default of Procurer.

13.3 Procedure for cases of SPD Event of Default

- 13.3.1 Upon the occurrence and continuation of any SPD Event of Default under Article 13.1, Procurer shall have the right to deliver to the SPD a notice stating its intention to terminate this Agreement (Procurer Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.
- 13.3.2 Following the issue of Procurer Preliminary Default Notice, the Consultation Period of sixty (60) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall have to be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.
- 13.3.3 During the Consultation Period, the Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations under this Agreement.
- 13.3.4 Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the SPD Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, Procurer may terminate this Agreement by giving a written Termination Notice of thirty (30) days to the SPD.
- 13.3.5 Subject to the terms of this Agreement, upon occurrence of a SPD Event of Default under this Agreement, the lenders in consultation with Procurer may exercise their rights, if any, under Financing Agreements, to seek substitution of the SPD by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the SPD and performing the obligations of the SPD. provided that any substitution under this Agreement can only be made with the condition that the selectee meets the eligibility requirements of Request for Proposal (RfP) issued by Bihar State Power Holding Company Limited (BSPHCL) and accepts the terms of Power Purchase Agreement signed between SPD and Procurer.
- 13.3.6 The lenders in consultation with Procurer may seek to exercise right of substitution under Article 13.3.5 by an amendment or novation of the PPA in favour of the selectee. The SPD shall cooperate with the Procurer to carry out such substitution and shall have the duty and obligation to continue to operate the Power Project in accordance with this PPA till such time as the substitution is finalized.
- 13.3.7 In case the lending institution exercises the right to step in or take over the Project Procurer will also have right to step in along with the lending institution.

13.4 Procedure for cases of Procurer Event of Default

- 13.4.1 Upon the occurrence and continuation of any Procurer Event of Default specified in Article 13.2 the SPD shall have the right to deliver to Procurer, a SPD Preliminary Default

Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.

13.4.2 Following the issue of a SPD Preliminary Default Notice, the Consultation Period of sixty (60) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

13.4.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

13.4.4 After a period of seven (7) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or Procurer Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, the SPD shall be free to sell the Contracted Capacity to any third party of the SPD's choice.

Provided further that at the end of three (3) months period from the period mentioned in this Article 13.4.4, this Agreement may be terminated by the SPD.

13.5 Termination due to Force Majeure

13.5.1 If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 4.5.3, either Party shall have the right to cause termination of the Agreement. In such an event, this Agreement shall terminate on the date of such Termination Notice.

ARTICLE 14: LIABILITY AND INDEMNIFICATION

14.1 Indemnity

14.1.1 The SPD shall indemnify, defend and hold Procurer harmless against:

- a) any and all third party claims against Procurer for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the SPD of any of its obligations under this Agreement; and
- b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by Procurer from third party claims arising by reason of:
 - breach by the SPD of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the SPD, for which specific remedies have been provided for under this Agreement), or
 - any of the representations or warranties of the SPD, if any made under this Agreement, being found to be inaccurate or untrue.

14.1.2 Procurer shall indemnify, defend and hold the SPD harmless against:

- a) any and all third party claims against the SPD, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by Procurer of any of its obligations under this Agreement; and
- b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the SPD from third party claims arising by reason of
 - a breach by Procurer of any of its obligations under this Agreement (Provided that this Article 14 shall not apply to such breaches by Procurer, for specific remedies have been provided for under this Agreement), or
 - any of the representations or warranties of Procurer, if any made under this Agreement, being found to be inaccurate or untrue.

14.2 Procedure for claiming Indemnity

14.2.1 Third party claims

- a) Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 14.1.1(a) or 14.1.2(a), the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 14.1.1(a) or 14.1.2(a) in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably

practicable after the Indemnified Party becomes aware of such claim. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice. Provided however that, if:

- i) the Parties choose to refer the dispute before the Arbitrator in accordance with Article 16.3.2; and
- ii) the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute,

The Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the Indemnified Party.

- b) The Indemnified Party may contest the claim by referring to the Arbitrator for which it is entitled to be Indemnified under Article 14.1.1(a) or 14.1.2(a) and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified party. However, such Indemnified Party shall not settle or compromise such claim without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.
- c) An Indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the Indemnified Party if it acknowledges its obligation to indemnify such Indemnified Party, gives such Indemnified Party prompt notice of its intention to assume control of the defence, and employs an independent legal counsel at its own cost that is reasonably satisfactory to the Indemnified Party.

14.3 Indemnifiable Losses

14.3.1 Where an Indemnified Party is entitled to Indemnifiable Losses from the Indemnifying Party pursuant to Article 14.1.1(b) or 14.1.2(b), the Indemnified Party shall promptly notify the Indemnifying Party of the Indemnifiable Losses actually incurred by the Indemnified Party. The Indemnifiable Losses shall be reimbursed by the Indemnifying Party within thirty (30) days of receipt of the notice seeking Indemnifiable Losses by the Indemnified Party. In case of nonpayment of such losses after a valid notice under this Article 14.3, such event shall constitute a payment default under Article 13.

14.4 Limitation on Liability

14.4.1 Except as expressly provided in this Agreement, neither the SPD nor Procurer nor its/ their respective officers, directors, agents, employees or Affiliates (or their officers, directors, agents or employees), shall be liable or responsible to the other Party or its Affiliates, officers, directors, agents, employees, successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits

(other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of power generation or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of Procurer, the SPD or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.4.2 Procurer shall have no recourse against any officer, director or shareholder of the SPD or any Affiliate of the SPD or any of its officers, directors or shareholders for such claims excluded under this Article. The SPD shall have no recourse against any officer, director or shareholder of Procurer, or any Affiliate of Procurer or any of its officers, directors or shareholders for such claims excluded under this Article.

14.5 Duty to Mitigate

14.5.1 The Parties shall endeavor to take all reasonable steps so as mitigate any loss or damage which has occurred under this Article 14.

SECTION 5:

ARTICLE 15: ASSIGNMENTS AND CHARGES

15.1 Assignments

15.1.1 This Agreement shall be binding upon, and insure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party other than by mutual consent between the Parties to be evidenced in writing:

- Provided that, procurer shall permit assignment of any of SPD's rights and obligations under this Agreement in favour of the lenders to the SPD, if required under the Financing Agreement.
- Provided that, such consent shall not be withheld by the SPD if procurer seeks to transfer to any affiliate all of its rights and obligations under this Agreement.
- Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included in this Agreement.

15.2 Permitted Charges

15.2.1 Neither Party shall create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement, other than as set forth in Article 15.1.

ARTICLE 16: GOVERNING LAW AND DISPUTE RESOLUTION

16.1 Governing Law

16.1.1 This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes arising out of or in connection with this Agreement shall be under the jurisdiction of court in Patna.

16.2 Amicable Settlement and Dispute Resolution

16.2.1 Amicable Settlement

- i. Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement (“Dispute”) by giving a written notice (Dispute Notice) to the other Party, which shall contain:
 - (i) a description of the Dispute;
 - (ii) the grounds for such Dispute; and
 - (iii) all written material in support of its claim.
- ii. The other Party shall, within thirty (30) days of issue of Dispute Notice issued under Article 16.2.1, furnish:
 - (i) Counter-claim and defenses, if any, regarding the Dispute; and
 - (ii) All written material in support of its defenses and counter-claim.
- iii. Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 16.2.1 both the Parties shall endeavor and make all efforts to amicably settle the Dispute.
- iv. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 16.2.1(iii)., the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

16.3 Dispute Resolution

16.3.1 Dispute Resolution by the Appropriate Commission

16.3.1.1 Where any Dispute (i) arises from a claim made by any Party for any change in or determination of the Tariff or any matter related to Tariff or claims made by any Party which partly or wholly relate to any change in the Tariff or determination of any of such claims could result in change in the Tariff, or (ii) relates to any matter agreed to be referred to the Appropriate Commission, such Dispute

shall be submitted to adjudication by the Appropriate Commission. Appeal against the decisions of the Appropriate Commission shall be made only as per the provisions of the Electricity Act, 2003, as amended from time to time.

16.3.2 Dispute Resolution through Arbitration

16.3.2.1 If the Dispute arises out of or in connection with any claims not covered in Article 16.3.1 (i), such Dispute shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996 as under:

- i. The Arbitration Tribunal shall consist of three (3) arbitrators. Each party shall appoint one Arbitrator within 30 days of the receipt of request for settlement of dispute by Arbitration. The two appointed Arbitrators shall within 30 days of their appointment, appoint a third Arbitrator who shall act as presiding Arbitrator. In case the party fails to appoint an Arbitrator within 30 days from the date of receipt of request or the two appointed Arbitrator fails to agree on third Arbitrator within 30 days of their appointment, the appointment of Arbitrator, as the case may be, shall be made in accordance with the Indian Arbitration and Conciliation Act, 1996.
- ii. The place of arbitration shall be Patna. The language of the arbitration shall be English.
- iii. The Arbitration Tribunal's award shall be substantiated in writing. The Arbitration Tribunal shall also decide on the costs of the arbitration proceedings and the allocation thereof.
- iv. The provisions of this Article shall survive the termination of this PPA for any reason whatsoever.
- v. The award shall be of majority decision. If there is no majority, the award will be given by the presiding Arbitrator.

16.4 Parties to Perform Obligations

16.4.1 Notwithstanding the existence of any Dispute and difference referred to the Appropriate Commission or the Arbitration Tribunal as provided in Article 16.3 and save as the Appropriate Commission or the Arbitration Tribunal may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement.

ARTICLE 17: MISCELLANEOUS PROVISIONS

17.1 Amendment

17.1.1 This Agreement may only be amended or supplemented by a written agreement between the Parties.

17.2 Third Party Beneficiaries

17.2.1 This Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement.

17.3 Waiver

17.3.1 No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorised representative of such Party:

17.3.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

17.4 Confidentiality

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

- a) to their professional advisors;
- b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or
- c) disclosures required under Law.

without the prior written consent of the other Parties.

17.5 Severability

17.5.1 The invalidity or unenforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

17.6 Notices

17.6.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language.

17.6.2 If to the Procurer, all notices or other communications which are required must be delivered personally or by registered post or facsimile or any other method duly acknowledged to the addresses below:

- (i) Address :
- Attention :
- Email :
- Fax. No. :
- Telephone No. :

17.6.3 If to the Seller, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the address(es) below:

- (i) Address :
- Attention :
- Email :
- Fax. No. :
- Telephone No. :

17.6.4 All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the appropriate Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgement of the recipient, unless the Party delivering the notice can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

17.6.5 Any Party may by notice of at least fifteen (15) days to the other Party change the address and/ or addresses to which such notices and communications to it are to be delivered or mailed.

17.7 Language

17.7.1 All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.

17.7.2 If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications or documents shall prevail in matters of interpretation.

17.8 Restriction of Shareholders / Owners' Liability

17.8.1 Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement.

17.9 Taxes and Duties

17.9.1 The SPD shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the SPD, contractors or their employees that are required to be paid by the SPD as per the Law in relation to the execution of the Agreement and supplying power as per the terms of this Agreement.

17.9.2 The Procurer shall be indemnified and held harmless by the SPD against any claims that may be made against the Procurer in relation to the matters set out in Article 17.9.1.

17.9.3 The Procurer shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the SPD by the Procurer on behalf of Seller or its personnel.

17.10 No Consequential or Indirect Losses

17.10.1 The liability of the Procurer and The Seller shall be limited to that explicitly provided in this Agreement.

Provided that notwithstanding anything contained in this Agreement, under no event shall the Seller or the Procurer claim from one another any indirect or consequential losses or damages.

17.11 Order of priority in application

In case of inconsistencies between the agreement(s) executed between the Parties, applicable Law including rules and regulations framed thereunder, the order of priority as between them shall be the order in which they are placed below:

- i. applicable Law, rules and regulations framed thereunder;
- ii. the state Grid Code; and
- iii. the terms and conditions of this Agreement;

17.12 Independent Entity

17.12.1 The SPD shall be an independent entity performing its obligations pursuant to the Agreement.

17.12.2 Subject to the provisions of the Agreement, the SPD shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the SPD in connection with the performance of the Agreement shall be under the complete control of the SPD and shall not be deemed to be employees, representatives, of the Procurer and nothing contained in the Agreement or in any agreement or contract awarded by the SPD shall be construed to create any contractual relationship between any such employees, representatives or contractors and the Procurer.

17.13 Compliance with Law

17.13.1 Despite anything contained in this Agreement but without prejudice to this Article, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made thereunder, such provision of this Agreement shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

IN WITNESS WHEREOF the Parties have caused the Agreement to be executed through their duly authorized representatives as of the date and place set forth above.

For and on behalf of _____
[the Procurer]

For and on behalf of _____
[the Seller]

Signature with seal _____

Signature with seal _____

WITNESS

WITNESS

Format 6.14

Draft of Default Escrow Agreement to be executed between Procurer and the Selected Bidder(s)

Format 6.16

**Draft of Agreement to Hypothecate cum Deed of Hypothecation to be executed between
Procurer and the Selected Bidder(s)**