

# **ROOFTOP PV & SMALL SOLAR GENERATION PROGRAMME (RPSSGP)**

**INFORMATION BROCHURE / RFP DOCUMENT  
NO. LREDA/2010/JNNSM**

*for*

**pre-registration of  
Solar Photovoltaic Power Projects  
of 100 KW to 2 MW capacity**



**UNDER JAWAHARLAL NEHRU  
NATIONAL SOLAR MISSION**

**In Leh District**

**OFFICE OF THE DEPUTY COMMISSIONER / CHIEF EXECUTIVE  
OFFICER, LADAKH AUTONOMOUS HILL DEVELOPMENT COUNCIL  
LEH LADAKH**

**Advertisement**

**EXPRESSION OF INTEREST**

**PRE-REGISTRATION FOR SMALL SOLAR POWER STATIONS  
CONNECTED TO DISTRIBUTION NETWORK (Below 33KV)**

The Deputy Commissioner / Chief Executive Officer, Ladakh Autonomous Hill Development Council, Leh- Ladakh invites **Expression of Interest** from eligible applicants for Pre-registration of small Solar Power Projects for seeking Generation Based Incentives under Jawaharlal Nehru National Solar Mission (**JNNSM**) for their scheme Rooftop PV and Small Solar Generation Programme (**RPSSGP**). (Detailed guidelines are available at IREDA Website [www.indiasolar.com/ireda](http://www.indiasolar.com/ireda).)

Interested applicants may download the entire Information Brochure/RFP document containing detailed terms and conditions, application formalities from our website: [www.leh.nic.in](http://www.leh.nic.in) or collect the same from the office of Project Director, Ladakh Renewable Energy Development Agency (**LREDA**),Leh during working hours. The complete application forms in all respect with required documents and fees etc. will be accepted at LREDA office upto **12<sup>th</sup> July 2010** between 10:30 AM to 3:00 PM. A processing fee of **Rs.25,000/- per proposal** in the form of demand draft as per details given in document should be enclosed along with the application form.

EOI No : **EOI NO. 1/ LREDA/JNNSM -01/2010-11**

Date: **03/07/2010**

Sd/-

The Deputy Commissioner /CEO,

LAHDC,Leh-Ladakh

# **INVITATION FOR REQUEST FOR PROPOSALS (RFP) FOR SETTING UP OF SOLAR POWER PROJECTS IN LEH DISTRICT**

## **1. INTRODUCTION**

**Ladakh Renewable Energy Development Agency (LREDA) under Ladakh Autonomous Hill Development Council (LAHDC), Leh** invites proposals from prospective promoters, developers and companies for pre-registration for setting up of Grid interactive Solar Photovoltaic power projects of **100 KW to 2 MW** capacities **across Ladakh as detailed in this document.**

### **1.1 JAWAHARLAL NEHRU NATIONAL SOLAR MISSION**

Realizing the need for promoting power generation from solar energy, **Govt. of India has taken the initiative to launch Jawaharlal Nehru National Solar Mission under the brand name “Solar India”.** The objective of the Solar Mission is to create conditions, through rapid scale up of capacity and technological innovation to drive down costs towards grid parity. The Mission anticipates achieving grid parity by 2022 and parity with coal based thermal power by 2030. Ladakh has been at the forefront in the use of Renewable Energy and demonstrate its effective utilization.

### **1.2 ROOFTOP PV & SMALL SOLAR GENERATION PROGRAMME (RPSSGP)**

In the said Mission, a new scheme named as ‘**Rooftop PV & Small Solar Generation Programme (RPSSGP)**’ to be implemented by **Indian Renewable Energy Development Agency (IREDA)** through State Nodal Agencies has been introduced for setting up of smaller solar projects including rooftop installations ranging from 100 KW to 2MW capacity (total 90 MW in phase-I). These projects shall be connected to the grid at below 33 KV level & the power shall be directly purchased by the State Utilities for which the State Electricity Regulatory Commission has to notify the tariff. Under this programme, **LREDA-LAHDC** being the Competent Authority(**Annexure-IX**) in Leh District has to pre-register the projects for 20 MW as per eligibility criteria and after signing of MOU by the developers with the utilities, the developers shall get registered with IREDA for sanction of GBI. The Jammu and Kashmir State Electricity Regulatory Commission vide its Tariff order dated 02.06.2010 (**Annexure-VI**) has allowed the purchase solar power under RPSSGP by the State Utilities on the levellised tariff determined by CERC for 25 years. After pre-registration, the developer shall sign MOU with the concerned Distribution Utilities for sale of power from the proposed project which shall be facilitated by LREDA-LAHDC. Thereafter, the project is to be registered with the Programme Administrator (IREDA).

## 2. QUALIFYING CRITERIA

**LREDA-LAHDC invites proposals from prospective promoters, developers and companies pre-registration for setting up of Grid interactive Solar Photovoltaic power projects of 100 KW to 2 MW capacity** across Leh District as detailed in this document. These proposals shall be evaluated & prioritised as per the evaluation parameters enclosed as **Annexure-VII** and projects of 20 MW shall be pre-registered.

### 2.1 FINANCIAL CRITERIA

**2.1.1** The **net worth** of the company should be equal to or greater than the value calculated at the rate of **Rs.2.00 crore per MW** of the project capacity. The computation of the net worth shall be based on unconsolidated audited annual accounts of the company. For the purpose of computation of the net worth, the best year in the last three years shall be considered. The company would thus be required, to submit annual audited accounts for the financial year 2007-08, 2008-09 & 2009-10, while indicating the year, which should be considered for evaluation.

#### Net Worth

= Paid up share capital

Add: Reserves

Subtract: Revaluation Reserves

Subtract: Intangible Assets

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

**2.1.2** If the RFP is submitted by a Consortium/ SPV specially created for solar projects, the financial strength of parent company shall be considered for meeting the above financial criteria.

**2.1.3** For companies which are newly incorporated, the net worth should be met seven days prior to the date of submission of RFP by the project developer. To demonstrate fulfillment of the criteria, the project developer shall submit a certificate from the Chartered Accountant certifying the net worth on the date seven days prior to the submission of RFP. Further the project developer shall submit the un-audited statement of the company for the date on which certificate of Chartered Accounts has been obtained.

**2.1.4** The developer shall submit the **letter of commitment** alongwith board resolution for equity investments in the project calculated on the basis of **Rs. 4.00 crore per MW**.

## **2.2 INFRASTRUCTURE CRITERIA: LAND REQUIREMENT**

### **Option I: Accepting allocation of required land for project purposes from LAHDC:**

LREDA under LAHDC is in the process of identifying suitable site(s) for this project, which will be allocated to project proponents if they are finally selected by IREDA/MNRE. The land shall be allotted/leased/permitted to use to such successful project proponents under the existing state policy, he shall submit a consent letter to accept land for the project, if selected, from LAHDC at the terms and conditions under the state policy. This letter shall be sufficient to fulfill land/site requirements for pre-registration purposes.

**Option II: Private Land:** If the project proponent wishes to set up the project on private land, then at the time of application the project proponent should have either the title of required land or should have entered into an "Agreement to sale" with the owner of the land. In case of lease arrangements, an "agreement for long term lease." should have been executed with the owner of the land.

At the time of application, project proponents willing to avail this Option II shall submit copy of the above title agreement along-with their application which shall be sufficient to fulfill the land/site requirements for the purposes of preregistration.

## **2.3 INFRASTRUCTURE CRITERIA: GRID CONNECTIVITY REQUIREMENT**

The plant should be designed for interconnection with the grid at distribution network at HT level (below 33 KV) at distribution network. In this regard, **the developer shall submit a letter from the concerned distribution utility confirming technical feasibility of connecting the plant at the distribution sub-station.** The Bidder must mention the location and capacity of the project in its Techno-commercial RFP.

Since in Leh District new sub-stations are being planted, the Project Developer can consider interconnection to these sub-stations too, however any agreement with the concerned authority is not guaranteed by LREDA-LAHDC and the Project Developer is solely responsible for any such decision. LREDA-LAHDC would however give support in this regard.

## **2.4 TECHNICAL CRITERIA**

The proposals to deploy PV modules & Inverter system shall be considered to be technically qualified and eligible for participation in the RPSSGP only if they comply with relevant IEC/BIS standards and/or compliant with applicable standards as specified by the Central Electricity Authority. For solar PV projects based on crystalline silicon technology selected under this programme, **it will be mandatory to use modules manufactured in India.** The project proponent shall submit the documentary evidence and undertaking in this regard along with the application for pre-registration. The standards and technical requirements for grid solar projects are enclosed as **Annexure-VIII.**

### 3. INTRUCTION TO THE BIDDERS

**3.1** The tariff & grid connectivity shall be as per order of the Jammu and Kashmir State Electricity Regulatory Commission (**Annexure-VI**).

**3.2** Total project capacity to be allocated under this programme, generation based incentives, tariff and other terms and conditions shall be done in accordance with guidelines of MNRE, GOI/IREDA for ROOFTOP PV AND SMALL SOLAR GENREATION PROGRAMME. **This is a pre-registration programme** under which the project proponent applications shall be scrutinized and pre-registered for 20 MW capacity. Thereafter, the developer has to apply to IREDA for registration and grant of GBI. Project Developers fully complying with eligibility criteria shall only be considered for project pre-registration. **IREDA-LAHDC shall in no way be responsible for non-allocation/sanction of the projects/GBI to any project developer/s by IREDA** during the registration process and in no way be liable for any costs incurred by unsuccessful bidders. Bidders are clearly informed that **pre-registration of projects should not be construed as sanction/grant of GBI by IREDA** and they are required to follow/adhere to the guidelines of the **IREDA/MNRE, GOI**.

**3.3 Setting up of captive grid interactive solar PV power plant or captive utilization of solar PV power is not covered** under this programme and the projects to be set up are in IPP mode for sale of power to the State Utility/ licensee. No wheeling / third party sale / inter-state open access is allowed. Projects will be based only on Photovoltaic Technologies and **no hybridization with other NRSE sources and / or conventional power sources is allowed / permitted**.

**3.4** The Bidders must submit the project technical details in terms of the technical specifications of the main equipments i.e. Solar PV panels, capacity, efficiency, Power Conditioning Units/invertors, project power evacuation/ synchronization scheme. The technical details of the project shall be submitted as per format placed at **Annexure-II**.

**3.5** Qualification of PV modules and inverters, to be used in grid interactive power plants should comply with IEC certification. The electronics, cables, controls, structures etc. must qualify to latest BIS or international standards which are acceptable to utilities and which fulfill all safety norms for grid power projects as per details enclosed in **Annexure-VIII**. The ensuring of appropriate protection mechanisms both on the plant DC side and AC grid side have to be ensured.

**3.6 IREDA-LAHDC** will have full rights to inspect the project any time with prior intimation during construction phase, before and after commissioning. Grid synchronization shall only be allowed with utility if all the technical parameters/specifications are adhered to by the developer company. It is the responsibility of the bidder to ensure technical feasibility of the Grid substation to which the power is to be evacuated.

#### **4. OTHER TERMS AND CONDITIONS**

**4.1 IREDA-LAHDC** reserves the full right to accept or reject all or any number of proposals. **IREDA-LAHDC** shall also not be responsible / liable in any manner what so ever if later due to any change in the Government of India / IREDA guidelines, the project developers are unable to get the GBI incentive. Project developers are advised to adhere to the terms and conditions / guidelines of IREDA / MNRE, GOI for registration / sanction of GBI incentive and should also adhere to the mile stones for financial closure and later on project commissioning.

**4.2** The Bidders must demonstrate that they have access to or has available liquid assets, lines of credit and other financial means sufficient to meet the construction and commissioning of the project. For this purpose the Bidders must submit the complete audited balance sheets of the company or consortium and also comfort letters from the bankers /FI's for financial closure/providing the debt/loan. The Bidder shall also inform the Project financial parameters i.e. Cost of the project, means of finance, access to project financing/financial closure lines of credit / methodology. Bidders will mention the financial year from which they expect to start the commercial generation. Bidders are requested to submit complete data and details sought and are cautioned not to submit incomplete/confusing/unclear information/details, as these will lead into rejection of their RFP. RFPs will not be made eligible/qualified by seeking clarifications/information after RFP submission.

**4.3** After, pre-registration, MOU's will be signed between the company and the utility i.e. Power Development Department (**PDD**) as the case may be.

**4.4** Project developers shall be required to further follow procedures for registration with IREDA as per guidelines of MNRE, GOI/IREDA.

**4.5** Bidders are required to carry out their own solar insolation assessment studies.

**4.6** The power to be generated from these projects is for the purpose of sale to the state grid.

**4.7** All the statutory / non-statutory clearances shall have to be obtained by the developer. However, **IREDA-LAHDC** will facilitate in obtaining these clearances from the competent authorities.

**4.8** Conditional RFPs are liable to be rejected.

**4.9** The Bidders shall conclude the RFP information in prescribed formats placed at **Annexure-II to V**.

**4.10** If any terms/clause has been left out that will be as per guidelines of Ministry of New & Renewable Energy/IREDA for this programme and in accordance with the State Policy for Promoting Generation of Electricity through Renewable Energy Sources as amended from time to time.

**4.11** State Utilities i.e. PDD shall be requested to sign MOU/Power Purchase Agreements at the tariff to be paid by the utility in accordance with the Rooftop PV and Small Solar Generation Programme guidelines and other Govt. guidelines. The overall tariff to be paid including GBI incentive shall be as per Govt. guidelines.

**4.12** After Pre-registration and signing of MOU, Project developer shall be required to submit the project proposals to IREDA/MNRE, GOI for sanction and grant of GBI incentives by complying with the needed documentation required by IREDA.

**4.13 One Firm/Company/Consortium can submit total proposals for cumulative 2x2 MW capacity.** Each of the proposal is to be submitted separately (Maximum of 2MW per application) along with relevant documents.

## **5. PREPARATION AND SUBMISSION OF PROPOSALS**

**5.1** The Bidders shall submit the proposal in sealed large envelope bear the name and address of the Bidder company/Lead member of the Consortium and details of the project RFP for, as follows:

*“Proposal for pre-registration of Solar PV Power Projects ”*

<b>Name of Project Site. Village, Block, Distt.</b>	<b>Proposed Project Capacity in MW</b>

**5.2** The proposal must be prepared in indelible ink and must be signed by the authorized representative of the Bidder. The letter of authorization must be confirmed by a written power of attorney accompanying the proposals. In addition, all pages of the proposals must be initialed by the person signing the proposal along with the company stamp.

**5.3** The proposal must contain no inter-lineation or overwriting except as necessary to correct errors made by the Bidders themselves, in which case such corrections must be initialed by the person signing the proposal.

**5.4 APPLICATION PROCESSING FEES (non-refundable):** An application processing fee of Rs. 25,000 per proposal is payable to LREDA-LAHDC. The Bidders should append a Demand Draft in favour of **Project Director, LREDA-LAHDC** payable at **Leh**. Proposals without Application processing fee shall be rejected.

**5.5** The proposal should be submitted in **neatly spiral bound manner with proper page numbering and index.** LREDA-LAHDC shall not be responsible for any loss of information in case the proposal is not submitted in the prescribed manner.

**ANNEXURE-I**

**DRAFT FORMAT OF COVERING LETTER**

Bidder's Name:

Full Address:

Telephone No.:

E-mail address:

Fax / No.:

To

*Address of LREDA-LAHDC*

**Subject: Submission of RFP for pre-registration of Setting up of \_\_\_\_\_ MW Solar Photovoltaic Power Project in Leh District under Rooftop PV & Small Solar Generation Programme of MNRE/GOI.**

Ref:- RFP Specification No. LREDA/2010/JNNSM

Dear Sir,

We, the undersigned Bidder having read and examined in detail the RFP documents for pre-registration for setting up of Solar Photovoltaic Power Project in the District of Leh under Rooftop PV and Small Solar Generation Programme hereby submit our response in full compliance to the RFP document terms and conditions for \_\_\_\_\_ MW project in Village \_\_\_\_\_, Block \_\_\_\_\_, District \_\_\_\_\_. Our offers should be valid for 6 months.

I/ We hereby declare that the terms & conditions mentioned in the RFP have been read & I/ we agree that these conditions will be binding upon me / us.

**CONTACT PERSON**

Details of contact person are furnished as under:

Name

Designation

Company

Address

Phone Nos.

Fax Nos.

E-mail address

We are enclosing herewith duly signed formats as desired by you in your RFP document for your consideration.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ of 2010

Thanking you,

Yours faithfully,

(Signature, Name, Designation and Company's Seal)

Business Address:

## **CHECKLIST OF DOCUMENTS TO BE ENCLOSED**

1. Draft format of covering letter at **Annexure-I**
2. Application in prescribed format at **Annexure-II**
3. A joint deed agreement between consortium members at **Annexure-III**.
4. A certified copy of the Memorandum & Article of Association of the public/private limited company and also copy of the company registration certificate.
5. Board Resolution clearly stating the intention of the company to develop the project. And letter of commitment for equity @ Rs. 4.00 crore/MW (**Annexure-IV**).
6. Financial parameters eligibility as per **Annexure-V**
7. Certified copy of the Authority Conferring powers on the person(s) who are competent to execute the MOU/the agreement with LREDALAHDC/IREDA/PDD.
8. Detailed project Report along with documents & attachments (in 3 sets).
9. Processing fee in the form of Demand Draft shall be in favour of Project Director, LREDA payable at Leh for Rs. 25,000 per proposal.
10. Annual Report of the Company for last three years.
11. Audited balance sheets for the year 2006-07, 2007-08 & 2008-09
12. Letter of consent from all consortium members.
13. Any other relevant document asked for in the application.

**ANNEXURE-II**

**APPLICATION FORM FOR PRE-REGISTRATION OF SPV POWER PLANTS  
CONNECTED TO DISTRIBUTION NETWORK BELOW 33 KV UNDER ROOFTOP PV  
& SMALL SOLAR GENERATION PROGRAMME (RPSSGP) OF JAWAHARLAL  
NEHRU NATIONAL SOLAR MISSION**

**A. GENERAL**

**1. NAME AND COMMUNICATION DETAILS**

1.1 Full legal name/structure of Applicant Company

- a) Registered office address:
- b) Telephone:
- c) Fax:
- d) E-mail:

1.2 Name, Designation & Address of Contact Person

- a) Name:
- b) Designation:
- c) Address:
- d) Telephone:
- e) Mobile No:
- f) Fax:
- g) E-mail:

**2. NATURE/STATUS OF APPLICANT COMPANY**

(Whether Sole Proprietary/Partnership/Private Limited/Public Limited/ Public Sector/Consortium), Attach:

- 2.1
- i) Copy of Registration Certification
  - ii) Memorandum of Articles of Association
  - iii) Brief history of operation since its inception.

2.2 State Whether Organization is registered under Indian Companies Act 1956 & place of registration

2.3 Permanent Account No:

2.4 Manpower available:

- i) Administration & Supporting Staff
- ii) Technical (only electrical, electronics engineers)
- iii) Finance (only M.Com, MBA, CA)  
(It should be supported with certificate from CA)

**3. WHAT BEST DESCRIBES YOUR COMPANY**

**PRESENT ACTIVITIES/BUSINESS:**

3.1 Whether your company is involved in the following business:

- i) Manufacturing of electrical, switch gears/control system
- ii) Manufacturing of power conditioning units
- iii) Manufacturing of solar PV modules
- iv) Experience in setting up of Grid connected SPV power plant along with site detail, capacity and role of your organisation in the project:

**4. ARE YOU PRE-QUALIFIED AND ENLISTED WITH ANY GOVERNMENT DEPARTMENT / PUBLIC SECTOR UNDERTAKING INVOLVED IN SOLAR POWER PROJECTS?**

**IF YES, GIVE DETAILS:**

**B. FINANCIAL**

**1. FINANCIAL DETAILS OF APPLICANT COMPANY**

1.1 Turnover during the three years of firm or lead firm in case of consortium/ parent company in case of SPV

2007-2008: \_\_\_\_\_  
2008-2009: \_\_\_\_\_  
2009-2010: \_\_\_\_\_

1.2 Net worth during the three references years of firm or lead firm in case of consortium/ parent company in case of SPV

2007-2008: \_\_\_\_\_  
2008-2009: \_\_\_\_\_  
2009-2010: \_\_\_\_\_

1.3 Full name and address of your Bankers  
(Also authorize them to furnish such information as may be required by LREDA-LAHDC)

Name of the Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person \_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_

1.4 Audited Annual Balance Sheets  
(Please submit copies of audited Annual Balance Sheets and profit and loss accounts statements for each of the three reference financial years).

- *If application is made by a consortium of companies, Sections A & B are required to be filled-in by the lead firm in the consortium whose financial parameters are to be considered.*
- *The information may be properly filled & merely writing as per report enclosed shall lead to the cancellation of proposal*

### **C. PROJECT PROPOSAL**

- 1 Details of site/location proposed  
Village:  
Block:  
Tehsil:  
District:
- 2 Has the project sites been visited by the engineers of the applicant company?:
- 3 Details of investigation carried out if any:
- 4 Capacity of the proposed project.
  - i) Proposed gross capacity (MW): .....MW
  - ii) Auxiliary consumption: .....Kwh
  - iii) Net Capacity (MW): .....MW
  - iv) Plant Load Factor (PLF): .....%Net expected power generation per annum .....LU/MU
- 5 Technology offered:
6. Time frame and pert chart for major activities.
  - i) State whether the project proponent is agreed to complete the project before 31.03.2013: YES/No
  - ii) State whether the project proponent is agreed to sign MOU with the distribution utilities: YES/No
  - iii) State whether the project proponent is agreed to sign PPA with the distribution utilities at a tariff determined: YES/No
  - iv) Proposed Commercial Operation Date (COD):

Attach details of field organization / equipment and other infrastructure available with the applicant company for execution of Solar projects (Civil & electro-mechanical works) Attached as Annexure.....

### **D. ELIGIBILITY**

- 1 **Technical Criteria**
- 1.1 **(A) PV MODULES**
  - i) Name of PV Modules manufactures
  - ii) Type of PV Modules to be used.
  - iii) State whether the Proposed PV Modules confirm to relevant IEC standard as mentioned in **Annexure VIII** and/or compliant with applicable standard as specified by CEA (Enclosed test certificate, if any) Certificate enclosed as Annexure
  - iv) State whether Proposed PV Modules are manufactured in India? (Details to be given) YES/NO
  - v) Documentary evidence and undertaking in respect to iii & iv is to be given. YES/NO

- (B) INVERTORS**
- i) Name of Inverter manufactures:
- 1.2 ii) Technical details of Inverter to be used.  
State whether the Proposed Inverter confirm to relevant IEC standard and/or compliant with applicable standard as specified by CEA: (Enclosed test certificate, if any) Undertaking furnished(Yes/No)  
Attached as Annexure....
- 1.3 **Details for Power Evacuation Arrangements**  
Voltage & frequency of the grid to which PV power will be fed:  
Distance of substation from the project site:  
Capacity of substation:  
Transformer rating:  
Power factor at the bus:
- 1.4 Whether Distribution Utility has issued certificate for technical feasibility of connectivity at the sub station , If not, status: Attached as Annexure.....
- 1.5 Whether technical tie up with any firm for supply of technology, System/EPC contract YES/NO  
If yes, detail of supplier/EPC contractor, its experience with supporting documents: Attached as Annexure.....
- 2 **Availability of land**  
Type of land :  
Acres : ( documentary evidence attached as Annexure.....)  
Whether purchased & in possession on lease & in possession  
Agreement to sell signed:
- 3.1 **Financial Criteria:**  
i) State whether the project proponent has submitted the Board's resolution for equity investment in the project calculated on the basis of Rs. 4.00 Cr./MW: YES/NO  
Attached as Annexure.....  
ii) Whether Project Proponent fulfil net worth eligibility criteria: YES/NO  
Attached as Annexure.....
- 3.2 Financing Arrangement  
i) Own funds (promoters):  
ii) Debt:  
iii) Others:
- 3.3 Whether finance has been tied up with FI, if yes detail of FI alongwith supporting documents & disbursement schedule: YES/NO  
Attached as Annexure.....
- 3.4 Name of single company/ Lead Company & Other Members of Consortium: % age partnership of each company

4. Whether the processing fee for registration remitted, if yes (Give details)  
i) Demand Draft No. & Date:  
ii) Amount (Rs.):  
iii) Name of Bank:
5. Whether your Company has applied for any other site, if yes, detail: YES/NO  
Site:  
Capacity:
6. Any other relevant information  
i) I/We hereby, certify that the information furnished by me/us is a true statement of facts.  
ii) I/We agree with selection procedure of Govt. of Jammu and Kashmir/ LREDA-LAHDC in respect of allotment of project in RPSSGP.  
iii) I/We shall not have any dispute with Govt. of Jammu and Kashmir/LREDA-LAHDC/IREDA for non allotment of the Project.  
iv) I/We agree to sign necessary agreement with Govt. of Jammu and Kashmir/LREDA-LAHDC/IREDA

Signature of the authorised Signatory of  
the Organization with Seal

**(Name, Designation of authorised person signing)**

**Date: (Company stamp)**

**Place:**

**NOTES:**

1. Where the space provided above is not sufficient extra sheet may be used.
2. The Bidder shall submit all the pages duly signed and stamped by the authorized person.

**ANNEXURE-III**

(On Non-Judicial Stamp Paper of Appropriate Value)

**FORM OF JOINT DEVELOPMENT AGREEMENT BETWEEN  
M/S....., M/S.....,  
M/S..... AND M/S.....  
FOR (-----)**

THIS Joint Development Agreement executed on this ..... day of ..... Two thousand ..... between M/s..... a company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Partner-1", which expression shall include its successors, executors and permitted assigns) and M/s..... a Company incorporated and having its Registered Office at ..... (hereinafter called the "Partner-2", which expression shall include its successors, executors and permitted assigns), M/s ..... a Company incorporated and having its Registered Office at ..... (hereinafter called the "Partner-3", 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 "Partner-4", which expression shall include its successors, executors and permitted assigns), *(The Bidder Consortium should list the details of all the Consortium Members)* for the purpose of making a RFP and entering into the MoU (in case of award) to be hereinafter referred to as the Contracts, against RFP Document No. (-----) for (-----) of [Company] a [Company/Board] incorporated under the [Company's Act, 1956, and having its Registered Office at \_\_\_\_\_ or constituted under Section-5 of the Electricity (Supply) Act, 1948] and [Company] a [Company/Board] incorporated under the [Company's Act, 1956, and having its Registered Office at \_\_\_\_\_ and [Name of the company] [Company/Board] incorporated under the [Company's Act, 1956, and having its Registered Office at \_\_\_\_\_ (hereinafter called the developer).

WHEREAS the LREDA-LAHDC desired to invite RFPs through a Bidding process for the setting up of Solar Photovoltaic power projects;

WHEREAS, the LREDA-LAHDC had invited RFPs for Qualification vide its Bidding Document no(RFP Document No. )

AND WHEREAS RFP document stipulates that the Bidders qualifying on the strength of a Bidding Consortium will have to submit a legally enforceable Joint Development Agreement in a format specified by the LREDA-LAHDC wherein the Consortium Members have to commit investment of a specific percentage in the envisaged project.

AND WHEREAS RFP document also stipulate that a Consortium Member shall provide along with the RFP, a Joint Development Agreement as per prescribed format whereby the Consortium Members whose strength has been offered for evaluation, undertake to be jointly and severally liable to the LREDA-LAHDC to perform all the obligations under the Contract(s) to be entered into between the LREDA-LAHDC and the Consortium in pursuance inter alia of RFP.

AND WHEREAS the RFP has been submitted to the LREDA-LAHDC vide proposal no. .... dt..... in accordance with the relevant provisions of the RFP.

**NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:**

**In consideration of the above premises and agreements all the partners in this Consortiums do hereby mutually agree as follows:**

1. In consideration of the Contract(s) by the LREDA-LAHDC to the Consortium, we the members of the Consortium and partners to the Joint Development Agreement do hereby unequivocally agree that partner (1) (M/s.....), shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of Partner-2, Partner-3 and Partner-4 (the names of the partners to be filled in here) and further declare and confirm that we shall jointly and severally be bound unto the LREDA-LAHDC for the execution of the Contract and shall be jointly and severally liable to the LREDA-LAHDC for performance of all contractual obligations under the said Contract so as to ensure compliance of the objectives as indicated inter alia in relevant sections of RFP.

2. The lead member is hereby authorized by the members of Consortium and Partners to the Joint Development Agreement to incur liabilities and receive instructions for and on their behalf. It is further understood that the entire execution of the Contract including payment shall be done exclusively by the Lead Member.

3. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the members of the consortium in discharging all their respective obligations towards LREDA-LAHDC under the said Contract. Each Consortium member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged inter alia in para 1 herein above.

4. 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” (if such a company is to be established) shall be in the following proportion: (if applicable)

Name	Percentage
Partner 1	---
Partner 2	---
Partner 3	---
Partner 4	---
Total	100%

5. The Lead Member shall inter alia undertake full responsibility for liaising with Lenders and mobilizing debt resources for the Project, ensuring equity contribution by each of the Consortium Members, achieving financial closure on behalf of the Bidding Consortium, and in the event of a shortfall, making good such contribution, as applicable;

6. In case of any breach of any of the terms of said Contract by any of the Consortium Members, the other Consortium Members shall also be liable for the consequences thereof jointly and severally.

7. In the event of LREDA-LAHDC suffering any loss or damage on account of any breach of the Contract, Partner-1, Partner-2, Partner-3 and Partner-4 of these presents do hereby undertake and confirm to jointly and severally make good such loss or damage caused to the LREDA-LAHDC as per the provisions of the Contract, on its demand without any demure, protest and contest. In the event of the Buyer suffering any loss or damage on account of any breach of the Contract(s), Partner-1, Partner-2, Partner-3 and Partner-4 of these presents do hereby undertake and confirm to jointly and severally make good such loss or damage caused to the Buyer, on its demand without any demure, protest and contest. It shall, however, not be necessary or obligatory for the LREDA-LAHDC to proceed against Partner (1) to these presents before proceeding against the Partner (2), Partner(3) and Partner (4).

8. It is expressly understood and agreed between the Partners to this agreement that responsibilities and obligations of each of the partners shall be clearly delineated to this agreement. It is further agreed that sharing of responsibilities as aforesaid and obligations thereto shall not in any way be a limitation of joint and several responsibilities of the partners under those presents.

9. It is further specifically agreed that the financial liability of each of the partners of this joint development agreement, to the LREDA-LAHDC with respect of any and all claims arising out of breach or non- performance of the Contract(s) shall, however, not be limited in any way so as to restrict or limit the liabilities of either of the partners. All the partners would be jointly and severally liable irrespective of their scope of work or financial commitments.

10. This Joint Development Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Leh/J&K alone shall have the exclusive jurisdiction in all matters relating thereto and arising hereunder.

11. It is hereby agreed that in case of an award of contract, the partners to this Joint Development Agreement do hereby agree that we shall furnish the Performance Security Deposit in favour of LREDA-LAHDC as stipulated in the Bidding documents jointly on behalf of the consortium members in favour of the LREDA-LAHDC.

12. It is further expressly agreed that the Joint Development Agreement shall be irrevocable and shall form an integral part of the Contract and shall remain valid till the term of the Contract unless expressly agreed to the contrary by the LREDA-LAHDC.

13. The Lead Member shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RFP and for the purposes of the project.

14. It is hereby expressly understood between the partners to this joint development agreement that neither partner may assign or delegate its rights, duties or obligations under the contract except with prior written consent of LREDA-LAHDC.

This Joint Development Agreement

- a) Has been duly executed and delivered on behalf of each Partner hereto and constitutes the legal, valid, binding and enforceable obligation of each such Partner,
- b) Sets forth the entire understanding of the Partners hereto with respect to the subject matter hereof;
- c) May not be amended or modified except in writing signed by each of the Partners and with prior written consent of LREDA-LAHDC:

**IN WITNESS WHEREOF, the partners to the joint development agreement have, through their authorised representatives, executed these present and affixed Common Seals of their respective companies on the Day, Month and Year first mentioned above.**

For M/s .....

**(Partner 1)**

1. Common Seal of  
M/s.....  
have been affixed in my/  
our presence pursuant to  
Board of Directors Resolution  
dated  
Signature.....  
Common Seal of the Company  
Name .....

.....  
(Signature of the authorised  
representative)  
Name.....  
Designation.....  
.....  
For M/s .....

**(Partner 2)**

1. Common Seal of  
M/s.....  
have been affixed in my/  
our presence pursuant to  
Board of Directors Resolution  
dated  
Signature.....  
Common Seal of the Company  
Name .....

.....  
(Signature of the authorised  
representative)  
Name.....  
Designation.....  
.....  
For M/s .....

**(Partner 3)**

1. Common Seal of  
M/s.....  
have been affixed in my/  
our presence pursuant to  
Board of Directors Resolution  
dated  
Signature.....  
Common Seal of the Company  
Name .....

.....  
(Signature of the authorised  
representative)  
Name.....  
Designation.....  
.....  
For M/s .....

**(Partner 4)**

1. Common Seal of  
M/s.....  
have been affixed in my/  
our presence pursuant to  
Board of Directors Resolution  
dated  
Signature.....  
Common Seal of the Company  
Name .....

.....  
(Signature of the authorised  
representative)  
Name.....  
Designation.....  
.....  
For M/s .....

**ANNEXURE-IV**

**LETTER OF UNDERTAKING BY THE COMPANY/CONSORTIUM FOR MINIMUM EQUITY PARTICIPATION IN THE PROJECT**

**Name of the Company:**

**Name of the Project Site:**

**Installed Capacity applied for :  
(As per RFP document)**

To,

\_\_\_\_\_

Dear Sir,

We the undersigned Bidder company / consortium undertake that minimum equity participation of Rs. \_\_\_ crore in the project shall be ensured in full compliance in accordance with the RFP document terms and conditions and MNRE, GOI / IREDA guidelines.

Thanking you,  
Yours faithfully

(Signature, Name, Designation and Company's Seal)  
Business Address:

Dated the \_\_\_\_\_ day of \_\_\_\_\_ of 2010  
(Please also affix common seal of Bidding company / lead member in a Bidding consortium)

**ANNEXURE-V**

**DETAILS OF FINANCIAL ELIGIBILITY PARAMETERS OF THE BIDDER FOR  
APPLIED SOLAR PROJECT SITE FROM THE BALANCE SHEETS OF FINANCIAL  
YEAR 2006-07,2007-08,2008-09**

Name of the Company/Lead Company: M/s \_\_\_\_\_

Total Capacity of the Firm/ Consortium

(as per Bid Document)

S.No.	Financial Parameters	Name of Single Company/ Consortium Members								
		M/s			M/s			M/s		
		2007-08	2008-09	2009-10	2007-08	2008-09	2009-10	2007-08	2008-09	2009-10
1.	Turn Over									
2.	Net Worth (Calculated as per criteria at Sr. No. 2.1 of RFD Document)									
a)	Paid up Share Capital									
b)	Reserves									
c)	Revaluation Reserves									
d)	Intangible Assets									
e)	Misc. Exp. To extent not written off & carry forward losses									

Signature and Stamp of

Signatures

Statutory Auditor

(Authorised Signatory)

Company Stamp

NOTES:

- i. The Company shall enclose the brief notes to financial parameters considered by the firm/company enabling us to understand the values and reasoning for such considerations.

JAMMU AND KASHMIR STATE ELECTRICITY REGULATORY COMMISSION

**Tariff Order No: J&KSERC/08 OF 2010**

**Dated: 02/06/2010**

**TARIFF ORDER FOR PROJECTS COVERED  
BY  
JAWAHARLAL NEHRU NATIONAL SOLAR MISSION**

**1. Scope of this Order**

**1.1** The Government of India launched the Jawaharlal Nehru National Solar Mission in November 2009 to promote ecologically sustainable growth while addressing their country's energy security challenge.

**1.2 The mission's target are:-**

- a) To create an enabling policy framework for the deployment of 20,000 MW of solar power by 2022.
- b) To ramp up capacity of grid-connected solar power generation to 1000MW within three years by 2013; an additional 3000 MW by 2017 through mandatory use of the renewable purchase obligation by utilities backed with preferential tariff. This capacity can be more than doubled- reaching 10,000MW installed power by 2017 or more, based on the enhanced and enabled international finance and technology transfer. The ambitious target for 2022 of 20,000 MW or more, will be dependent on the 'learning' of the first two phases, which if successful, could lead to conditions of grid competitive solar power.  
The transition could be appropriately up-scaled, based on availability of international finance and technology.
- c) To create favourable conditions for solar manufacturing capability, particularly solar thermal for indigenous production and market leadership.
- d) To promote programmes for off-grid applications reaching 1000MW by 2017 and 2000MW by 2022.
- e) To achieve 15 million sq. meter solar thermal collector area by 2017 and 20 million by 2022.
- f) To deploy 20 million solar lighting systems for rural areas by 2022.

**1.3** As a part of the Mission the Ministry of New and Renewable Energy, Government of India have proposed to develop solar PV capacity of 1300 MW as follows:-

<b>S.No</b>	<b>Project Category</b>	<b>Capacity Limit</b>
1.	Total targets for 1 <sup>st</sup> Phase 2013	1300MW
2.	Grid connected 33KV	1000MW
3.	Rooftop PV and Small Solar Generation Programme (RPSSGP)	100MW
4.	Off-Grid Application	200MW

## **2. Generalised Tariff Order for Solar Projects**

The commission would come up with a generalized tariff order for solar projects as and when the Government of Jammu and Kashmir finalizes the State Solar Power Policy.

## **3. Purchase of Solar Power From NVVN**

Purchase of Solar Power shall be regulated as per provisions of J&K Electricity Act 2010. Commission will approve power purchase volume, source and tariff including power procurement from renewable energy sources on receipt of petition from the utility for power distribution in J&K/i.e. PDD/JAKEDA.

## **4. Tariff for Solar Power**

For facilitating quick development of solar Power in J&K State and for participating in Rooftop PV and Small Solar Generation Programme (RPSSGP) under Jawaharlal Nehru National Solar Mission , Commission orders that for Renewable Energy projects Commissioned upto 31<sup>st</sup> March 2013 under Rooftop PV and other small Solar Power Plant Scheme, the applicants tariff shall be levlised tariff(for 25 years) as determined by CERC including the annual tariff determined from time to time.

## **5. Renewable Purchase Obligation**

Commission determination as under:-

- i. The overall RPO from non-conventional sources of power shall be 1% of the energy sales to consumers in the state of J&K by the utility for distribution of power i.e. PDD/JAKEDA till the Commission by way of Regulations or specific order, changes the same depending upto the availability of renewable energy in the State of J&K as well as National level.
- ii. Solar RPO for FY 2010-11 shall be 0.25% of overall RPO as determined above with annual increase of 0.25% i.e. 3% for the Year 2022.

## 6. Grid Connectivity

The Commission, for the limited purposes of the power project to be set up under RPSSGP and for the purpose of implementation of bundled conventional power under JNNSM, order that:

- i. Projects above 5MW under bundling scheme through NVVN shall be connected at 33KV and above.
- ii. Projects in the range of 1MW to 3MW under Generation Based Incentive Scheme(GBI) shall be connected at below 33KV and
- iii. As per provision of Para 4.2 of the RPSSGP guidelines and for the purpose of implementation of bundled conventional power under JNNSM the distribution license shall provide necessary approval and infrastructure for evacuation of power generated by the above mentioned power projects.

This order is signed, dated 02/06/2010 and issued by the commission vide No. JKSERC/08 of 2010 dated 02/06/2010

Date:02/06/2010

Place: Jammu

**-Sd-**  
**(G.M. Khan)**

**Desalphine)**

**Member-F**  
**Chairman**

**-Sd-**  
**(D.S. Pawar)**

**Member-T**

**-Sd-**  
**(S.M.**

**(By order of the Commission)**

**-Sd-**  
**(Renu Mahajan)**  
**Secretary**

For details visit <http://www.jkserc.nic>.

## **ANNEXURE-VII**

### **EVALUATION CRITERIA FOR SELECTION OF PROJECTS FOR PRE- REGISTRATION**

**The project shall be evaluated and prioritized based on following parameters:-**

1. Type of organisation i.e. sole proprietor, consortium, Pvt./Public Ltd.
2. Availability of land for the proposed site.
3. Financial tie up with the financial institution for debt.
4. Technical tie up for supply of modules and PCU.
5. Distance of site from the nearest utility sub-station and grid feasibility report.
6. Manpower available with the developer (both technical and finance side).
7. Turnover and net worth of the company.
8. Past experience of the developer.
9. Contents in the Detailed Project Report.
10. Firms registered in J&K

**TECHNICAL REQUIREMENTS**

**1. PV Module Qualification**

- 1.1 The PV modules used in the grid connected solar power projects must quality 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 Edition II
Thin Film Modules	IEC 61646
Concentrator PV modules	IEC 62108

- 1.2 In addition, PV modules must qualify to IEC 61730 Part I & II, 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. Qualification of BoS Items**

- 2.1 The Solar PV power plants set up under the Mission must use PV modules and other balance of systems components, which must qualify to the latest edition of BIS or IEC standards issued in this regard. The project developers must provide a copy of the relevant test reports and certificates to IREDA.

**3. Authorised Test Centres**

- 3.1 The PV modules must be tested and approved by one of the IEC authorised test centres. Test certificates can be from any of the NABL/BIS Accredited Testing/Calibration Laboratories.
- 3.2 Ministry will review the list of authorised testing laboratories/centres from time to time.

**4. Warranty**

- 4.1 The mechanical structures, electrical works including inverters/charge controllers/power conditioning unit/maximum power point tracker, distribution board/digital meters and overall workmanship of the roof top and small grid solar power plants must be warranted for a minimum of 5 years.
- 4.2 PV modules used in solar power plants must be warranted for output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.

## 5. Identification and Traceability

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

- i) Name of the manufacturer of PV Module
- ii) Name of the manufacturer of Solar Cells
- iii) Month and year of the manufacture (separately for solar cells and module)
- iv) Country of origin (separately for solar cells and module)
- v) I-V curve for the module
- vi) Wattage,  $I_m$ ,  $V_m$  and FF for the module
- vii) Unique Serial No. and Model No of the module
- viii) Date and year of obtaining IEC PV module qualification certificate
- ix) Name of the test lab issuing IEC certificate
- x) Other relevant information or traceability of solar cells and module as per ISO 9000 series.

**ANNEXURE-IX**

**Govt. of Jammu & Kashmir**

**Civil Secretariat Science and Technology Department**

**Subject: Designation of Ladakh Autonomous Hill Development Council as Nodal Agency**

**Government Order No: 75-S&T of 1997**

Sanction is hereby accorded to designation of Ladakh Autonomous Hill Development Council as nodal agency for implementation of Non-Conventional Energy Programme of Ministry of Non-conventional Energy Sources. Government of India for Leh District.

By order of Government of Jammu and Kashmir.

**-Sd-**

**Commissioner/Secretary to Government**

**Science & Technology Department**

**No:- ST/Adm/59/97**

**Dated:- 29/07/1997**

Copy to the:

1. Secretary, Ministry of Non-Conventional Energy Sources, Govt. of India, New Delhi
2. Chief Executive Councillor, Ladakh Autonomous Hill Development Council, Leh
3. Financial Commissioner, Planning and Development Deptt.
4. Addl. Chief Secretary, Finance Department
5. Distt. Dev. Commissioner, Leh
6. Chief Executive, Jammu & Kashmir Energy Development Agency, Srinagar
7. Com./Secretary, Science & Technology

**-Sd-**

**Addl. Secretary to Government**

**Science and Technology**