

Letter of Award and Allotment Letter

Date 31-03-2016

Letter no KREDL/07/RPO/GC/1200MWs-269/2016/ 352

To,

M/s. Tata Power Solar System Limited
78, Electronic City, Phase-I,
Hosur Road
Bengaluru

Dear Sir/ Madam,

Subject: Letter of Award and Allotment Letter for Development of 1,200 MW (AC) Solar Power Projects in the State of Karnataka to be implemented in 60 Taluks (as per the clause 3.4.6 of RfP dated 20 November 2015)

Ref : Negotiation meeting held on 30.03.2016 and your acceptance letter No.Nil dated 30th march.2016

Reference is invited to your Bid in response to our Request for Proposal (RfP) for the "Development of 1,200 MW (AC) Solar Power Projects in the State of Karnataka to be implemented in 60 Taluks" (hereinafter shall be referred as "the Project") where in you have quoted INR 6.48 /- kWh for Bidar Rural Taluku for 10.00 MW capacity under module manufacture category.

It is opined that the price received under module manufacture category is high, the firms participated under this category were invited for negotiation meeting on 30.03.16. After negotiation finally Govt. of Karnataka has taken decision to issue LOA to those bidders who agree to match their quoted price to Rs 6.10/ kWh under module manufacture category

With reference to the subject negotiation meeting and your acceptance letter to match quoted tariff to INR R 6 10/kWh under module manufacture category, we are pleased to inform that the negotiated tariff accepted for the capacity of 10 MW for the below mentioned project has been accepted and you have been declared as one of the Selected Bidders for the Project

The details of the project are as below

Sr. No.	Tentative Location	Proposed Technology	Capacity (in MW)	Negotiated Tariff (in INR/kWh)	
				In figures	In words
1	Taluk Bidar Rural District Bidar	Solar PV	10 MW	INR 6 10	Indian Rupees Six Paise Ten Only

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30 "Shanthi Guha"
Bharat Towers & Guides Building,
Karnataka State Water Resources Office,
Karnataka Road, Bengaluru - 560 003

Please note that the acceptance of your Bid is subject to the following terms and conditions

- a) In terms of the clause 2.1.16 of the RfP, you are required to set up a Special Purpose Vehicle (SPV) duly incorporated under the Companies Act 1956/ 2013. The constitution of such company should comply with the conditions of the shareholder commitments mentioned in the RfP.
- b) You are required to execute the Power Purchase Agreement (PPA) with Bengaluru Electricity Supply Company Limited (BESCOM) within 30 days (Thirty Days) from the date of receipt of this Letter of Award, as per clause 3.4.7 of the RfP.
- c) In terms of the RfP and PPA, you are requested to furnish the following documents within 15 days (Fifteen Days) from the date of receipt of this Letter of Award as a pre-requisite to sign the Power Purchase Agreement.

- i. A copy of the Certificate of incorporation of the SPV
- ii. Details of the promoters and their shareholding in the SPV, duly certified by the Company Secretary in original
- iii. Performance Security, by the way of irrevocable Bank Guarantees for a total value of INR 1,00,00,000 (Indian Rupees One Crore Only) calculated as INR 10,00,000 (Indian Rupees Ten Lakh Only) per MW in the form and manner as per the provisions of Clause 3.9 of the RfP, in favour of the Managing Director, BESCOM and shall be valid for a period of Twelve (12) months from Scheduled Commissioning Date

Where the Bidder is a Single Business Entity it may, at its option, form an appropriate Special Purpose Vehicle under the Companies Act 1956/ 2013 (the SPV) to execute the PPA and implement the Project. In case foreign company bids as a Single Business Entity it shall, prior to execution of the PPA, incorporate an appropriate "SPV" in India only to execute the PPA and implement the Project. In case the Bidder is a Consortium, it shall, prior to execution of the PPA, incorporate as per the terms of the RfP, an appropriate "SPV" in India only to execute the PPA and implement the Project.

- iv The total value of the Performance Bank Guarantee (PBG) shall be split into three (3) Performance Bank Guarantees as detailed hereunder.

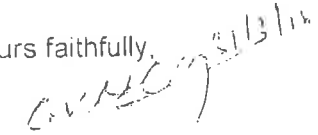
PBG I – 20% of the total value	PBG II – 40% of the total value	PBG III – 40% of the total value
INR 20,00,000	INR 40,00,000	INR 40,00,000
Indian Rupees Twenty Lakh Only	Indian Rupees Forty Lakh Only	Indian Rupees Forty Lakh Only

- v No deviation certificate on the letter head of the Bidding Entity stating that the selected Bidder shall not be entitled to seek any deviation in the PPA as per clause 3.4.7 of the RfP.
- vi Information on the technology proposed to be used in case of advanced technology, as applicable.
- vii Information on commitment on the energy generation in Million kWh (MU) for the Project and the maximum CUF as per the clause 5.6 of the draft PPA.

Kindly note, that this communication by itself does not create any right or contractual relationship with Karnataka Renewable Energy Development Limited (KREDL) or Bengaluru Electricity Supply Company Limited (BESCOM), any such right or relationship shall come into effect only on your fulfilling the above conditions and execution of the Power Purchase Agreement.

You are requested to acknowledge this LoA within seven (7) Days of receipt of this LoA and also requested to indicate a suitable date for execution of the Power Purchase Agreement.

Yours faithfully,


(G.V. Balaram)
Managing Director

Copy to:

The Managing Director, Bengaluru Electricity Supply Company Limited, for information.

The PS to Additional Chief Secretary to Government (Energy), Government of Karnataka with a request to place it before the Additional Chief Secretary to Government (Energy), Government of Karnataka for kind perusal.