

Letter of Award and Allotment Letter

Date: 28/3/2016

Letter no KREDL/07/RPO/GC/1200MWs-269/2016/1291

To,

M/s. Sukbhir Solar Energy Pvt Ltd
Sadik Road, Guruharsahai, District
Frozpur,
Punjab 152022

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 28.03.2016 and your acceptance letter No. SSEPL/KREDL/0103 dt. 28.03.2016.

We refer 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 5.81/kWh for Nagamagla Taluku for 10.00 MW.

Govt. of Karnataka has taken decision to issue LOA to those bidders who have quoted up to INR 5.50 per kWh.

This has reference to the negotiation meeting held on 28.03.2016 and your above referred acceptance letter to match your quoted tariff to INR 5.50/kWh, we are pleased to inform that the negotiated tariff accepted for the residual capacity of 5MW 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) | Tariff Accepted (in INR/kWh) | |
|---------|----------------------------------------------|---------------------|------------------|------------------------------|-------------------------------------|
| | | | | In figures | In words |
| 1 | Taluk: Nagamangala District: Mandya | Crystalline | 5 MW | INR 5.50 | Indian Rupees Five Paise Fifty Only |

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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)¹ 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 Chamundeshwari Electricity Supply Corporation Limited (CESC) 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 15days (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 50,00,000 (Indian Rupees Fifty Lakh 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, CESC and shall be valid for a period of Twelve (12) months from Scheduled Commissioning Date.

¹ 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.

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- 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 10,00,000 | INR 20,00,000 | INR 20,00,000 |
| Indian Rupees Ten Lakh Only | Indian Rupees Twenty Lakh Only | Indian Rupees Twenty 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 Chamundeshwari Electricity Supply Corporation Limited (CESC), 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,



Managing Director

Copy to:

The Managing Director, Chamundeshwari Electricity Supply Corporation Limited for kind information and needful.

~~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.~~