

RESCO

POWER PURCHASE AGREEMENT (PPA)

For

**PROCUREMENT OF _____ kW SOLAR POWER ON LONG TERM BASIS
THROUGH GRID-CONNECTED ROOFTOP SOLAR PV SYSTEMS TO BE
SET UP AT IDENTIFIED GOVERNMENT PREMISES IN THE DISTRICT
[•] OF THE MADHYA PRADESH**

(Under RESCO Mode)

Between

Power Developer]
(Solar Power Developer)

And

(Procurer)

[Month], 2025

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This Power Purchase Agreement is signed on the xx Day of <Month> of 202__ > at <City Name>.

Between

_____[Insert name of the Solar Power Developer], a Company/Limited Liability Partnership (LLP) firm/ Partnership Firm/ Sole Proprietor/ Consortium/Project Company in any form submitting the Bid incorporated under the Appropriate Act/any other relevant laws as applicable, having its registered office at _____[Insert address of the registered office of Solar Power Developer] (hereinafter referred to as "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

_____[Insert name of the Procurer],
having its registered office at _____
_____[Insert address of the registered office of Procurer (hereinafter referred to as "Procurer", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) as a Party of the second part.

And,

Madhya Pradesh Urja Vikas Nigam Limited (MPUVNL) having its registered office at _____[Insert address of the registered office of MPUVNL] (hereinafter referred to as "Nodal Agency", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) as a Party of the third part

The Solar Power Developer, Procurer and Nodal Agency are individually referred to as 'Party' and collectively referred to as 'Parties'.

Whereas:

- A. Nodal Agency has identified the Procurer for procuring the power from the grid interactive rooftop solar PV Project.
- B. Procurer plans to source solar PV based electricity for its various Unit(s) as per Schedule-7 of this Agreement

- C. After meeting the eligibility requirements, the Solar Power Developer has been selected by Nodal Agency through competitive bidding process for development of solar power Project, and generation and sale of solar power to the Procurer.
- D. The Solar Power Developer has been notified by Nodal Agency for *“Design, engineering, supply, finance, installation, erection & Commissioning along with Comprehensive Operation and Maintenance (“O&M”) of the Unit(s)/ Project for Sale of Solar Power to Procurer for a period of 25 Contract Years”* and has been awarded _____ kW of capacity as per technical specification & other details of the RFP no. _____ dated. and this PPA.
- E. Consequent upon work order pursuant to the issuance of Letter of Award (LOA) by Nodal Agency for signing of PPA and other agreement, if any, the Solar Power Developer has agreed to set-up solar PV Project based on Photo-voltaic technology of _____
kW capacity at the Premises of Procurer as per Schedule-7 of the Agreement.
- F. The Solar Power Developer has agreed to sign this PPA with Procurer to sell solar power from the Project to Procurer as per the terms and conditions of this PPA read in conjunction with those of RFP.
- G. Procurer has agreed to purchase such solar power from Solar Power Developer for consumption within Premise at the Tariff discovered through Reverse Auction mechanism conducted by the Nodal Agency (**SCHEDULE 3**).
- H. If there is delay or default in payment due under the PPA by Procurer for more than thirty (30) day of Due Date, Nodal Agency would ensure such payment from revolving fund created with it through budget. Procurer has agreed to re-coupe the fund of the Nodal Agency on priority subsequently.
- I. The Parties, hereby, agree to execute this PPA setting out the terms and conditions for the sale of power by Solar Power Developer to Procurer.

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:

DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

The terms used in this PPA, 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 amended or re-enacted from time to time.

"Act" or "Electricity Act, 2003"	shall mean the Electricity Act, 2003 and include any amendments and substitution from time to time;
"Affected Party"	shall have meaning as per Article 47.2
"Appropriate Commission"	shall mean the State Electricity Regulatory Commission referred to in section 82 of the Electricity Act 2003 (as amended from time to time);
"Benchmark Cost"	shall have meaning as per Article 108;
"Bid"	shall mean technical Bid or/ and Financial Bid submitted by a Bidder, in response to RFP, in accordance with the terms and conditions of the RFP;
"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 Solar Power Developer and Procurer, a Day other than Sunday/ public holiday or a statutory holiday, on which the banks remain open for business in Bhopal
"Capacity Utilization Factor" or "CUF"	<p>(CUF) in a Year shall mean the ratio of (the output of the SPV Power Plant in a Contract Year) versus (installed project PPA Capacity x number of Days in the Contract Year x 24).</p> <p>(CUF = Cumulative Project output in kWh / (PPA capacity x 24 x number of Days in the Contract year));</p> <p>Derating of output of SPV modules of not more than 1% per year shall be allowed, implying shortfall in CUF of not be more than 0.15% per year.</p> <p>However, for demonstration of successful Commissioning, CUF shall mean the ratio of the output of the SPV Power Plant in a day versus PPA Capacity x 1 x 24, adjusted to seasonality as per provisions of Article 30.</p>

“CERC”	shall mean the Central Electricity Regulatory Commission of India, constituted under sub – section (1) of Section 76 of the Electricity Act, 2003, or its successors;
Calendar Year	means a year commencing on 1 January and ending on 31 December.
“Category I”	shall mean as category notified under Madhya Pradesh Policy for Decentralized Renewable Energy System, 2016 and its amendment and substitution from time to time.
“Change in Law”	shall have the meaning ascribed thereto in Article 52 of this PPA;
“Commissioning”	shall have the meaning ascribed in Article 29 of this PPA;
“Competent Authority”	shall mean Managing Director of MPUVNL, himself and/or a person or group of persons nominated by him for the mentioned purpose in this PPA;
“Competent Court of Law”	shall mean any court or tribunal or any similar judicial or quasi- judicial body in India that has jurisdiction to adjudicate upon issues relating to this PPA;
“Consents, Clearances and/ or Permits” or “Consents”	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;
“Consumer(s)”	shall mean any person who is supplied electricity for his own use by a licensee or the Government or by any other person engaged in the business of supplying electricity to the public under the Act or any other law for the time being in force and includes any person whose Premises are, for the time being, connected for the purpose of receiving electricity with the works of a DISCOM, the Government or such other person, as the case may be. Users who have merely wheeling/ supply arrangements with the licensee are also covered as Consumers;
“Construction Period”	shall mean the period between the Effective Date and COD of Unit(s) under PPA;
“Contract Year”	means the First Contract Year and thereafter each period of 12 (twelve) months, provided that the last Contract Year shall end on the last day of the Term of PPA.
“Consultation Period”	shall mean the period of sixty (60) Days or such other longer/ shorter period as the Parties may agree, commencing from the date of issuance of a SPD’s Preliminary Default Notice or Procurer Preliminary Default Notice as provided in 0 of this PPA, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;

Data Room	<p>means the virtual data room that will be open to Bidders and their advisors from the date specified in Schedule 1 until the Proposal Due Date.</p> <p>It is clarified that, on the E-bidding Portal, 'Data Room' is referred to as 'Buyer Data-Room Tender-Specific (BDR-TS)'</p>
"DDO"	means the Drawing and Disbursing Officer of the concerned Department in the District [.] of the Madhya Pradesh
"Day(s)"	shall mean a 24 (twenty-four) hour period beginning at 00:00 hours Indian Standard Time and ending at 23:59:59 hours Indian Standard Time;
"Delivery Point(s)"	shall mean such points, at such a location mutually agreed by the parties, in line with applicable policy/ regulation/ rules, where solar power is delivered by the Solar Power Developer from the Project to the Procurer, in such a way as to enable measurement of gross energy generated by Project. Multiple Delivery Points are possible even in case of a single Project
"Deemed Generation"	shall mean energy (in kWh) deemed to have been generated per day average from the Project in the same month of previous Year or, if the period of consideration is within the First Contract Year then it shall be calculated as per seasonality index as mentioned in the table of Article 1.30.3; wherein the affected period shall be between 6 am to 6 pm; In no case the Deemed Generation for the Month or part thereof shall be considered more than the total energy consumed by the consumer (solar energy + supply from DISCOM) in that Month or part thereof of the previous Year.
Department(s)	means the Department(s) of Govt. of Madhya Pradesh, whose Premise(s) are would be covered by SPD for installation, commissioning and operation of rooftop solar PV system(s) under net-metering mode.
"Designated Bank Account"	shall mean a Bank Account as notified by Nodal Agency which shall be used for transaction with parties under this RFP;
"DISCOM" or "DISCOM(s)"	shall mean the local distribution licensee/ utility providing electrical distribution and interconnection services at the Premises of the Procurer;
"Dispute"	shall mean any dispute or difference of any kind between Procurer and the Solar Power Developer, in connection with or arising out of this PPA including but not limited to any issue on the interpretation and scope of the terms of this PPA or/ and relevant provisions of RFP;

District	means _____ district of the state of Madhya Pradesh.
“DREO”	shall mean District Renewable Energy Officer, an authorized representative of Nodal Agency;
"Due Date"	shall have the same meaning ascribed thereto in Article 36 of this PPA;
“Effective Date”	shall have the meaning ascribed thereto in Article 3 of this PPA;
“Electricity Laws”	shall mean the Electricity Act, 2003 and the rules and regulations made there under 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;
“Elevation”	shall mean the distance of the topmost point of the lower column of the mounting structure from the closest flat surface below the solar panel;
“Equity”	means the sum expressed in INR representing the paid-up share capital of the Solar Power Developer for meeting the equity component of the total project cost and shall include convertible instruments or other similar form of capital, which shall compulsorily convert into equity share capital of the Solar Power Developer and any subordinated shareholder loan.
“Event of Default”	shall mean the events as defined in Articles 55 and 56 of this PPA;
“Execution Date”	shall mean the date of signing of Power Purchase Agreement between Solar Power Developer and the Procurer;
“Expiry Date”	shall mean the date of expiry of this Agreement, which shall not be earlier than the twenty-five (25) Contract Years from the SCSD, unless terminated earlier in accordance with the terms of this Agreement;
Financial Year	means a year commencing on 1 April of any Calendar Year and ending on 31 March of the following Calendar Year.
“Financing Agreements”	shall mean the agreements pursuant to which the Solar Power Developer has sought financing for the Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of Procurer

“First Contract Year”	shall mean the period commencing from following day of the first Unit COD and expiring at the end of the Month in which Project completes twelve(12) Months from the SCSD; <i>It is clarified that first Unit COD means the commissioning of first Unit of the Project;</i>
“Force Majeure” or “Force Majeure Event”	shall have the meaning ascribed thereto in Article 49 of this PPA;
“Functional / Technical Specifications”	means the technical requirements and parameters described in of this Technical Specifications of PPA and as provided in Grid Code relating to the operation, maintenance and dispatch of the Project;
“Grid Code”/ “IEGC” or “State Grid Code”	shall mean the Grid Code specified by the CERC under Clause (h) of Sub-section (1) of Section 79 of the Electricity Act, as amended from time to time, and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of Subsection (1) of Section 86 of the Electricity Act 2003, as applicable;
GoMP	means the Government of Madhya Pradesh.
“Indian Governmental Instrumentality”	shall mean the Government of India, Governments of state(s) of Madhya Pradesh 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;
“Insurances”	shall mean the insurance cover to be obtained and maintained by the Solar Power Developer in accordance with Article 44 of this PPA;
“Invoice” or “Bill”	shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by any of the Parties;
Letter of Award	shall mean Letter of Award (LOA) as Successful Bidder as per concerned RfP;
“Late Payment Surcharge”	shall have the meaning ascribed thereto in Article 38 of this PPA;
“Liquidated Damages or LD”	shall mean the penalty levied on the Solar Power Developer in accordance with Article 181.18;

“Law”	shall mean in relation to this PPA, 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 Commissions;
“Lenders”	means the banks, other financial institutions, multilateral
	agencies, Reserve Bank of India registered non-banking financial companies, mutual funds and agents or trustees of debenture / bond holders, including their successors and assignees, who have agreed as on or before COD of the grid interactive rooftop solar PV Project to provide the Solar Power Developer with the senior debt financing described in the Capital Structure Schedule, and any successor banks or financial institutions to whom their interests under the Financing Agreements may be transferred or assigned: Provided that, such assignment or transfer shall not relieve the Solar Power Developer of its obligations to Procurer under this PPA in any manner and shall also does not lead to an increase in the liability of any of Procurer;
“Meters” or “Metering System”	means meter(s) and metering devices installed by the Solar Power Developer at the Delivery Point(s) for measuring and recording the delivery and receipt of solar energy, as required by a Project as per RFP; They may also include check meter, Net Meter or any other meter in accordance with the prevailing guidelines of the concerned DISCOM, CEA, Policy for Decentralized Renewable Energy System, Madhya Pradesh, MPERC (Grid Interactive Renewable Energy Systems Related Matters) Regulations[Revision-II], 2024. {RG-39(II) of 2024 and their amendments/ substitutions and other agencies;
“Metering Date”	means the Business Day of each calendar month, subsequent to the month in which the solar power is generated by Project, on which the Solar Power Developer takes joint meter reading with the Procurer. The billable units shall be equal to the difference between the meter reading on the Metering Date and the meter reading on the previous month’s Metering Date;
“Maintenance Outage”	shall have the meaning as ascribed to this term as per the provisions of the Grid Code;

"Month(s)"	shall mean a calendar month as per the Gregorian calendar;
MPUVNL	means Madhya Pradesh Urja Vikas Nigam Limited, a GoMP enterprise, which is designated as the nodal agency for implementing GoI and GoMP's programmes and policies in the renewable energy sector in Madhya Pradesh.
"Nodal Agency"	shall mean Madhya Pradesh Urja Vikas Nigam Limited;
"Normative Project Cost"	shall mean the 85% of the Benchmark Cost;
"Party" and "Parties"	shall have the meaning ascribed thereto in the recital to this PPA;
"Payment Security Mechanism"	shall have the meaning ascribed thereto under Article 41 of this PPA read with provisions of RFP;
"Performance Bank Guarantee" or "PBG"	Means the irrevocable, unconditional bank guarantee, to be submitted by the Solar Power Developer to Nodal Agency in the form as mentioned in RFP and which shall include any additional bank guarantee furnished by the Solar Power Developer under this PPA, if any;
"Power Purchase Agreement" or "PPA"	<p>shall mean this Power Purchase Agreement between SPD and respective Procurer(s), including the schedules, amendments, modification and supplements made in writing by the parties from time to time;</p> <p><i>For the avoidance of any doubt, it is clarified that SPD selected for a Project (all Units in a District) shall execute a separate PPA with respective Procurer(s) in the District;</i></p>
"PPA Capacity"	shall mean the total capacity of the Project as per SCHEDULE 7 of the Agreement, which is finalized as per Article 8.2 and 8.3 (Conditions Precedents of SPD) and confirmed by the Nodal Agency through the letter format mentioned in SCHEDULE 5: LETTER FROM NODAL AGENCY CONFIRMING THE CAPACITY;
"Preliminary Default Notice"	shall have the meaning ascribed thereto in Article 57.1 and 58.1 of this PPA;
"Premise(s)"	Means any land, building or structure of part thereof of combination thereof, wherein a separate meter or metering arrangement has been made by the licensee for measurement of electricity;

<p>“Procurer(s)”</p>	<p>shall mean:</p> <ul style="list-style-type: none"> (a) Individual Drawing and Disbursing Officers (DDO) of concerned Departments where treasury based payment system is followed; or/ and (b) Other authorized person(s) in case of organizations where other than treasury based payment system is followed <p>in [●] district of Madhya Pradesh</p>
<p>“Project</p>	<p>shall mean the solar energy generation facilities of defined capacity, as per RFP, in District (awarded to the Solar Power Developer pursuant to the Bid Process), developed and owned by the Solar Power Developer, for supply of solar power to identified Sites of District under Net-Metering mode. Project shall include [●] (____) defined number of Sites of various capacities as provided in the Data Room. Each Unit shall supply power for the consumption at the respective Site as per the terms and condition of PPA.</p> <p><i>It is clarified that, on the auction screen of the E-bidding Portal, ‘Project’ would be referred to as ‘Entity for Auction’.</i></p>
<p>“Project Scheduled Commencement of Supply Date” or “Project SCSD” or “SCSD”</p>	<p>shall mean twelve (12) months from Effective Date of the PPA;</p>
<p>“Project Documents”</p>	<p>shall mean Power Purchase Agreement, Bid documents and any other agreements designated in writing as such,</p>
<p>“Prudent Utility Practices”</p>	<p>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:</p> <ul style="list-style-type: none"> a. operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be incorporated in the Power station; b. the requirements of Indian Law; and c. the physical conditions at the site of the Project;
<p>“Rebate”</p>	<p>shall have the same meaning as ascribed thereto in Article 39 of this PPA;</p>
<p>“RESCO Mode”</p>	<p>shall mean where the Solar Power Developer intend to use a Premise owned/used by the Procurer and enters into the PPA with Procurer for supply of Solar Power for 25 Contract Years at a tariff determined through mutual arrangement or competitive bidding process;</p>

“RFP”	shall mean Request For Proposal No. _____ dated _____.20__, with all its terms and conditions along with all schedules, Annexure and RFP Project Documents attached thereto, issued by Nodal Agency and shall include any modifications, amendments or alterations thereto.
“Rupees” or “Rs”	shall mean Indian rupees, the lawful currency of India;
“Site”	means the identified locations provided in the Data Room for installation, commissioning and operation of the rooftop solar PV system(s). <i>Single site shall be termed as Site and multiple sites shall be termed as Sites</i>
“Solar Power Developer” or “SPD”	means solar power developer, and for the purposes of executing the PPA, will mean: (a) the SPV incorporated by the Selected Bidder; or (b) the Selected Bidder itself, if it is a single entity, and not a Consortium or a foreign Company or an LLC and has elected not to incorporate an SPV to implement the Project; or (c) Affiliate of the Selected Bidder or its SPV.;
“Special Purpose Vehicle” or “SPV”	means a special purpose vehicle to be incorporated under the (Indian) Companies Act, 2013 by a Selected Bidder;
“Supplementary Bill” or “Supplementary Invoice”	means a bill other than a Monthly Bill or Monthly Invoice raised by any of the Parties in accordance with Article 43;
“Single Window Accounting, Invoicing, and Settlement System” or “SWAISS”	means a single window system (online or otherwise) for solar rooftop systems developed and managed by nodal agency;
“Tariff”	shall have the same meaning as provided for under Article 34 of this PPA;

“Tariff Payment”	shall mean the payments to be made under Monthly Bills as referred to under Articles 34, 35 and the relevant Supplementary Bills in accordance with the Article 43;
“Termination Notice”	shall mean the notice given by either Parties for termination of this PPA in accordance with Article of this PPA;
“Term of PPA”	shall have the meaning ascribed thereto in Article 4 of this PPA;
“Total Debt Amount”	<p>means the sum of the following amounts, expressed in Rupees (with all amounts denominated in currencies other than Rupees being converted to Rupees at the reference Exchange Rate, the selling rate in Rupees for the Foreign Currency on the relevant Day, as notified by the State Bank of India as its TT Rate at 12:00 noon on the date of issuance of Substitution Notice by the Lenders</p> <p>(a) the principal amount of the senior debt incurred by the Solar Power Developer (as per the terms of the Financing agreements) to finance the Project according to the Capital Structure Schedule which remains outstanding on the date of issuance of Substitution Notice by the Lender after taking account of any senior debt repayments which could have been made out of the Monthly Tariff Payments received by the Solar Power Developer on or before the date of issuance of Substitution Notice by the Lender as per the terms provided in the Financing agreements ; and all accrued interest and financing fees payable under the Financing agreements on the amounts referred to in (a) above from the date of supply of power till the date preceding the date of issuance of Substitution Notice by the Lender or, if supply of power has not yet begun, from the most recent date when interest and financing fees were capitalized, and</p> <p>(b) if this PPA is terminated during the Construction Period, any amounts owed to the construction contractor for work performed but not paid for under the construction contract (other than amounts falling due by reason of the Solar Power Developer’s default);</p>
Unavailability of Grid	shall mean any time when the grid is unavailable during solar operational hours starting from 06:00 hrs to 18:00 hrs in a day shall be considered as grid unavailability period;
“Week”	shall mean a calendar week commencing from 00:00 hours Indian Standard Time of Monday, and ending at 23:59:59 hours Indian Standard Time of the following Sunday;

Unit	means the rooftop solar PV system designed, installed, commissioned, and operated by the SPD at a Premise. <i>For Clarification, each Site with rooftop solar PV system belonging to Procurer shall be termed as Unit.</i>
Unit COD	means date when a Unit achieves commissioning in accordance with the PPA;
Units	means all the Sites, provided in the Schedule-7 , where rooftop solar PV systems of different capacities are proposed to be installed, commissioned and operated by SPD in the Premises of Procurer. All the Units in a District collectively to be termed as Project with cumulative capacity of [____] MW;
"Year"	shall mean 365 days or 366 days in case of leap year when February is of 29 Days;

2. INTERPRETATION

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

- 2.1. "PPA" shall be construed as including a reference to its Schedules and/or Appendices and/or Annexure;
- 2.2. Unless specifically referred or required otherwise, "Project" shall be construed as including a reference to its "Unit" and/ or "Units" as relevant to context
- 2.3. 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 PPA;
- 2.4. An "affiliate" of any party shall mean a company that either directly or indirectly controls or is controlled by or is under common control with a SPD of the same person which controls the concerned party; and control means ownership by one company of not less than fifty one percent (51%) of the voting share of the other company;
- 2.5. 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);
- 2.6. 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;
- 2.7. "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;
- 2.8. 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;

- 2.9. "Rupee", "Rupees", "INR" or "Rs" shall denote Indian Rupees, the lawful currency of India;
- 2.10. 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;
- 2.11. Words importing the singular shall include the plural and vice versa;
- 2.12. This PPA itself or any other PPA or document shall be construed as a reference to this or to such other PPA or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented;
- 2.13. A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time;
- 2.14. A time of Day shall, save as otherwise provided in any PPA or document be construed as a reference to Indian Standard Time;
- 2.15. Different parts of this PPA 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 PPA, they shall be interpreted in a harmonious manner so as to give effect to each part;
- 2.16. The tables of contents and any headings or sub-headings in this PPA have been inserted for ease of reference only and shall not affect the interpretation of this PPA;
- 2.17. All interest, if applicable and payable under this PPA, shall accrue from Day to Day and be calculated on the basis of a Year;
- 2.18. The words "hereof" or "herein", if and when used in this PPA shall mean a reference to this PPA;
- 2.19. 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;
- 2.20. In case of discrepancy between Day(s)/ Week(s)/ Month(s)/ Years(s) written in numeric and words, numbers written in words shall prevail.

TERM OF PPA

3. EFFECTIVE DATE

- 3.1. This PPA shall come in to force from the Execution Date of the PPA. Rest of the PPA shall come into effect from the date of accomplishment of all the conditions precedent mentioned in Article 1.7 and 1.8 and such date shall be referred to as the Effective Date.

4. TERM OF PPA

- 4.1. This PPA, subject to Article 5 and 6, shall be valid for a term from the Effective Date until the Expiry Date.

5. EARLY TERMINATION

- 5.1. This PPA shall terminate before the Expiry Date if either Procurer or Solar Power Developer terminates the PPA pursuant to Article 55 to 60.

6. SURVIVAL

- 6.1. Notwithstanding anything to the contrary herein, the expiry or termination of this PPA shall not affect any accrued rights, obligations and liabilities of the Parties under this PPA, including the right to receive penalty as per the terms of this PPA, nor shall it affect the survival of any continuing obligations for which this PPA provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 13, 44 (Insurance), 10 and 18 (Liquidated Damages), 47 (Force Majeure), 55 to 58 (Events of Default), 59 to 60 (Termination), 61 to 64 (Liability and Indemnification), 72 (Governing Law and Dispute Resolution), 88 to 106 (Miscellaneous Provisions), and other Articles and Schedules of this PPA which are indispensable for survival or amicable settlement of events and transactions pursuant to this PPA.

CONDITION PRECEDENT

7. CONDITION PRECEDENT OF THE PROCURER AND THE NODAL AGENCY

- 7.1. Pursuant to Article 8.2, the Nodal Agency, based on assessment of SPD's submission, shall issue a letter to the SPD and the Procurer on final approved capacity namely "Approval of PPA Capacity", within ten (10) Days from the receipt of SPD's letter of request.
- 7.2. Procurer should provide the seal and signed undertakings / acknowledgements / letters / applications and any documentary evidence that supports the SPD in completing its Condition Precedents as advised by the Nodal Agency.
- 7.3. At the time of net metering application, Procurer shall ensure that there should not be any outstanding electricity dues with the concerned DISCOM.
- 7.4. Procurer has appointed an officer as Special Point of Contact ("SPOC") as provided at Article 69, with whom the Nodal Agency and the SPD shall directly communicate for the facilitation of the project. It is the responsibility of the Procurer to appoint another individual as SPOC in case the previous SPOC is unavailable.
- 7.5. Procurer shall have the obligations to fulfill its Condition Precedents listed in this Article as above.

8. CONDITION PRECEDENT OF THE SOLAR POWER DEVELOPER

- 8.1. Within thirty (30) Days from the execution date, the SPD shall undertake detailed and comprehensive site survey to verify the Data Room that is made available in the RfP. The parameters used to assess the capacity have been outlines in the Data Room formats.
- 8.2. If there is a change in the Project's PPA capacity, within two (2) Days from the completion of assessment under Article 8.1, SPD shall submit a "letter of request", with due analysis and relevant documents, to the Nodal Agency and the Procurer. The capacity of the Project under this PPA may increase or decrease subject to Nodal Agency's approval based on the analysis submitted by the SPD..
- 8.3. Consequent to Articles 7.3, 7.6 and 8.2, if there is any change in PPA Capacity allowed, incremental PBG, other that already submitted as per RfP, as per revised value/ Project Capacity shall be submitted to Nodal Agency within fifteen (15) Days from the confirmation of the PPA Capacity by the Procurer and Nodal Agency both.
- 8.4. The date of submission of the PBG of the required value after fulfillment of all the Condition Precedents as mentioned in Articles 7 and 8 above would be termed as Effective Date of the PPA.

9. CONSEQUENCES OF NON-FULFILMENT OF CONDITIONS PRECEDENT

- 9.1. If the SPD fails to complete the conditions precedents mentioned in Article 8 of this PPA. Nodal Agency shall take necessary actions in line with Article 10, wherein the PBG submitted by the SPD may be forfeited and the PPA may be terminated, unless the delay is due to the non-compliance of the Nodal Agency and/ or the Procurer under Article 7.
- 9.2. In a situation wherein the SPD is unable to complete its Condition Precedents due to the non-compliance of the Procurer/ Nodal Agency to the Article 7 or some Sites provided at SCHEDULE 7, it is the responsibility of the SPD to intimate the occurrence of such events to the Nodal Agency within thirty (30) Days. The Nodal Agency in such case would assess the situation after discussion with both the SPD and the Procurer. In case the situation can be rectified and both parties agree to actively resolve the issues, the Nodal Agency, in consultation with Procurer, may provide an appropriate extension up to a certain date which shall not be more than three (3) months from the Execution Date. At the end of the same, SCHEDULE 7 may be suitably amended or the PPA may be terminated.
- 9.3. If the incremental PBG as per the revised value/ Project Capacity as per Article 8.3 is not submitted, it shall be considered

as "Refusal to Execute the PPA" and Article 10 of the PPA shall be applicable.
- 9.4. SPD shall be entitled for an extension for delay on account of the delay by Nodal Agency and the Procurer pursuant to Article 9.1 and 9.2. Non-compliance on behalf of the Procurer that result into delays in fulfillment of the condition precedent by the SPD beyond the extension provided by Nodal Agency pursuant to Article 9.2, shall lead to termination of PPA, and PBG for the Project shall be returned to the SPD.
- 9.5. In case of termination of PPA pursuant to Article 9.3 or 9.4, both the parties shall be relieved from their responsibilities and no party shall be liable to make any payment to

the other party except as per provisions of Article 9.3.

**10. LIQUIDATED DAMAGES ON NON-COMPLIANCE DURING THE PERIOD FROM
EXECUTION DATE TILL EFFECTIVE DATE**

- 10.1. In case of failure of adhering in submission of incremental PBG or requisite details as mentioned in Article 8.3 of Condition Precedents, Liquidated Damages shall be imposed on SPD at the rate of 1% of incremental PBG and PBG respectively per week of delay or part thereof. Procurer in consultation with the Nodal Agency may terminate the PPA in case the SPD does not submit details of any of the sites within ten (10) Weeks from the Execution Date. In such cases, the Nodal Agency shall forfeit the complete PBG.
- 10.2. SPD shall be required to submit incremental PBG as per revised value/ Project Capacity after change in PPA Capacity, if any, within thirty (30) Days from the fulfillment of all the CPs of SPD or Effective Date, whichever is earlier.

CONSTRUCTION AND INSTALLATION OF THE SYSTEM

11. CONDITION SUBSEQUENT OF THE PROCURER

- 11.1. Provide with seal and sign undertakings / acknowledgements / letters / applications and any documentary evidence that supports the SPD in completing its condition subsequent.
- 11.2. Timely payment of Additional Works as defined in the SCHEDULE 1: SCOPE OF WORK within fifteen (15) Days of raising the invoice by SPD, until the COD or as mutually agreed between the parties
- 11.3. Provide unrestricted access to SPD and their contractors for construction related activities under this PPA.

12. CONDITION SUBSEQUENT OF THE SOLAR POWER DEVELOPER

- 12.1. Submit Project design and drawings to the Procurer and Nodal Agency within [sixty (60)] Days from the Effective Date.
- 12.2. SPD shall have sent a written notice, within [thirty (30)] Days from the Effective Date, to Procurer and Nodal Agency indicating the major Milestones to achieve the COD (in the format provided in SCHEDULE 4: COD SCHEDULE).
- 12.3. Successful COD of the Project within twelve (12) Months from the Effective Date of PPA unless there is an extension provided as per Article 26 and there are delays attributable to the reasons listed therein.
- 12.4. SPD shall be accountable for submission of below mentioned details to Nodal Agency, copying Procurer, to apply for the completion of the project:
 - i. Project layout/drawing, Single line diagram.
- 12.5. Submitting the details of Lender(s) including the Name of Contact Person, its Phone Number and official mail ID within five (5) Months from the Effective Date or one (1) Month prior to SCSD, whichever is early.

13. CONSEQUENCES OF NON-FULFILMENT OF CONDITIONS SUBSEQUENT

- 13.1. In case of delay by the Procurer to fulfill any one or more of the conditions specified in Article 11 due to any Force Majeure event, the time period for fulfillment of the conditions subsequent as mentioned in Article 11 shall be appropriately extended. Further, any delay in the fulfillment of Conditions Subsequent as mentioned under Article 11 due to reasons attributable to the Procurer shall lead to appropriate extension in time period for fulfillment of the Conditions Subsequent by the SPD as mentioned in Article 12.3. In such cases, SPD must have sent a written notice to Procurer and Nodal Agency for extension in SCSD. Once the SPD gets the appropriate extension in SCSD, SPD shall submit the revised indicative timelines to complete the remaining major milestones along with extended SCSD.
- 13.2. Save for Article 13.1 and 26, in case of a failure to meet the requirements mentioned under Article 12, the Nodal Agency on behalf of the Procurer shall impose Liquidated Damages in accordance with Article 18 as directed by the Competent Authority.

However, in case the delay in meeting the SPD's Conditions Subsequent as stated in Article 12 due to the reasons attributable under Article 26 and the Procurer not fulfilling its obligations as stated in Article 15, the SPD shall be provided with appropriate extension without any LD / penalty. It is the responsibility of the SPD to highlight the challenges they are facing in the quarterly progress report and proactively seek solution from the Nodal Agency or the Power Procurer in a timely manner."

- 13.3. In case of construction work doesn't get started at the site in the given time extension by the SPD, due to unresolved dispute between SPD & Procurer, Nodal agency after due consultation with both SPD and Procurer reserves the right to terminate the PPA or amend SCHEDULE 7 on behalf of SPD/Procurer as and when it find required and necessary.

14. SOLAR POWER DEVELOPER'S OBLIGATIONS

- 14.1. The SPD undertakes to be responsible, at its own cost and risk, for:

- i. all approvals including Consents required under local regulations, building codes and approvals required from DISCOMs etc. relating to installation and operation of the Project and generation and supply of solar power from the Project to Procurer and maintain the same in full force and effect during the Term of this PPA and Indian Law, as required and relevant. SPD shall update Nodal Agency each month on the status of the approvals in the quarterly progress report. In case the SPD is facing any difficulties in obtaining any approval it can request Nodal Agency for timeline extension for the specific approval.
- ii. supply to Procurer promptly with copies of each application that it submits to relevant authorities, and copy/ies of each Consent/ license which it obtains. For the avoidance of doubt, it is clarified that the SPD shall be solely responsible for maintaining/ renewing any Consents and for fulfilling all conditions specified therein during the Term of the PPA.
- iii. design, engineering, supply, finance, erection and Commissioning along with O&M of the grid interactive rooftop solar PV Project along with supply of power, with desired level of performance, for a period of twenty-five (25) Contract Years of Project in accordance with the applicable Law, the Grid Code and the terms and conditions of this PPA and those prescribed in RFP.
- iv. save for Article 26, commencing the supply of power for the PPA Capacity to Procurer no later than the SCSD and continuance of the supply of power throughout the Term of PPA.
- v. operate and maintain the Project throughout the Term of PPA free and clear of encumbrances, except those expressly permitted under this PPA.
- vi. maintaining its controlling shareholding prevalent at the time of signing of PPA up to First Year in accordance with the RFP.
- vii. fulfilling all obligations undertaken by the SPD under this PPA, read in conjunction with terms and conditions of RFP;
- viii. upon Termination, it shall be the responsibility of the SPD to transfer the Project to the Procurer free of all encumbrances and at zero cost.
- ix. ensure operations of the Project in a prudent utility basis with an objective of regular power supply to Procurer.
- x. submission of Project Manager's name, within fifteen (15) Days from the Effective

Date, to the Procurer and Nodal Agency, who will act as a single point of contact for future communication.

- xi. submit a quarterly progress report during Construction Period (from Effective Date to COD of last Unit) to Nodal Agency, copying Procurer, within first seven (7) days of the subsequent month.

15. PROCURER'S OBLIGATIONS

- 15.1. The Procurer shall be responsible to fulfill obligation undertaken by it, including those required as facilitation for installation of Project at the Premises of Procurer, under this PPA at its own cost and risk.
- 15.2. Provide access to Nodal Agency, SPD and their contractors to the Premises for project implementation and commissioning and for regular operation and maintenance of the Project.
- 15.3. Ensure that there is no outstanding electricity dues with the DISCOM it has its connection with during the Construction Period.
- 15.4. Provide access to Project Lenders and Lenders Representatives during the tenor of the loan facility. In case where the Procurer and Building Owner are different, then similar undertaking for access to premises in favour of Lenders has to be provided by the Building Owner.
- 15.5. Procurer should not have any lien over the assets financed by Banks like solar modules, inverters, etc. on the procurer's rooftop as those assets belong to the lenders financing the Project.
- 15.6. Regularly pay bills for power off take as per the Monthly Bills submitted by the SPD.
- 15.7. Pay the Termination Payment or any other dues, if required, as per the terms of PPA.

16. BANK GUARANTEES

16.1. Performance Bank Guarantee (PBG)

- i. The SPD shall furnish PBG of Rs. twenty five hundred (2,500) /kW in accordance with provisions of RFP. The performance security of each PPA shall be issued in favour of concerned Procurer (i.e. concerned DDOs of the Department) and in the format set out in the PPA.
- ii. Incremental PBGs, if applicable, shall be valid till fifteen (15) Months from the Effective Date with a further claim period of six (6) Months or required to be extended as deemed necessary. Failure to submit incremental PBG, as above, without sufficient justification acceptable to the Nodal Agency, shall be considered as not honouring the PPA and the Nodal Agency shall have right to forfeit the PBG.
- iii. Nodal Agency shall release PBG to SPD within three (3) Months from COD.
- iv. Further, in case of delay in achieving/fulfilling any milestone as mentioned in SCSD Schedule or as per Conditions Subsequent or as per Condition Precedent under the PPA, Liquidated Damages would be recovered against the PBG.

17. SOLAR POWER DEVELOPER'S CONSTRUCTION RESPONSIBILITIES

- 17.1. The SPD shall be responsible for design, engineering, supply, finance, erection, testing and Commissioning along with Comprehensive Operation & Maintenance of the grid interactive rooftop solar PV Project, with desired level of performance, for a period of 25 Contract Years of the Project in accordance with the following, it being clearly understood that in the event of inconsistency between two or more of the following, the order of priority as between them shall be the order in which they are placed, with 'applicable law' being the first:
 - i. Applicable Law;
 - ii. the Grid Code;
 - iii. the terms and conditions of this PPA;
 - iv. the Functional Specifications as per RFP; and
 - v. Prudent Utility Practices.
- 17.2. Notwithstanding anything to the contrary contained in this PPA, the SPD shall ensure that the technical parameters or equipment limits of the Project shall always be subject to the requirements as specified under Article 17.1 and under no event shall over-ride or contradict the provisions of this PPA and shall not excuse the SPD from the performance of his obligations under this PPA.
- 17.3. Construction, Installation and Commissioning of the Project
 - i. The SPD will be responsible for design, engineering, supply, finance, erection and Commissioning along with O&M of the grid interactive rooftop solar PV Project, with desired level of performance, for a period of 25 Contract Years in accordance with this PPA/ RFP.

- ii. The SPD shall have access to Premises , as reasonably permitted by the Procurer, to perform the works related to Construction, Commissioning and O&M during the Term of PPA at the Premises in a manner that minimizes inconvenience to and interference with the use of the Premises to the extent commercially practical for the purpose of the Project.
- iii. Unless otherwise agreed between the Parties, the SPD shall not do (a) chipping of rooftop; or (b) disturb water proofing of roof (c) carry out any other modification of the Premises without the written consent of the Procurer. One-time cost for strengthening of Premise to the extent required for setting up Solar PV Project during construction shall be borne by Procurer. In case of any ambiguity, SPD and Procurer shall involve Nodal Agency to get the clarity on the roof strengthening works. Cost of repair or maintenance of Premise to the extent required for the Solar PV Project, during the O&M of Project, shall be the responsibility of SPD, other than cost required for water proofing. The cost for water proofing will be the responsibility of SPD for a period of first three (3) Contract Years.
- iv. The SPD shall provide and lay the dedicated electrical cables for delivery of solar power from the Project up to the Delivery Point(s), which shall be behind the DISCOM meter. Distribution of solar power beyond Delivery Point(s) will be the responsibility of the Procurer in accordance with this PPA.
- v. The SPD shall maintain general cleanliness of area around the Project during construction and operation period, i.e. Term of the PPA of the Project. In case any damages is caused to the equipment / facilities owned by the Procurer due to the SPD, the same shall be made good / rectified by the SPD at its risk and cost.
- vi. Subject to any punch-list items which shall be agreed by the Procurer as not being material to COD of the Project, the SPD agrees that it shall achieve the COD of the Project within twelve (12) months from Effective Date of this agreement ("SCSD").
- vii. At the time of Commissioning, Procurer shall ensure that sufficient load is available at the Delivery Point(s) to ensure synchronization and drawl of power from the Project.
- viii. Procurer, in coordination with SPD, shall ensure that all arrangements and infrastructure for transmission or/ and distribution of solar power beyond the Delivery Point(s) are ready on or prior to the COD and is maintained in such state in accordance with applicable laws through the Term of PPA.

17.4. Change in Capacity during Construction Period:

- i. After the approval received by SPD under Article 7 and 8 on PPA Capacity, SPD may request for change in Capacity for any of the projects in SCHEDULE 7 of the PPA. Nodal Agency is responsible to verify the propose change in PPA Capacity and approve accordingly within fifteen (15) Days from the receipt of the request.
- ii. SPD request letter for change in PPA Capacity should consist of Change in PPA Capacity, Procurer's consent and total timeline extension required in SCSD. SPD should detail out the reasons for seeking change in PPA Capacity and timeline extension in SCSD.
- iii. Nodal Agency shall verify the SPD's request and issue the Change in PPA

Capacity letter to SPD, copy to Procurer, which will become the Annexure II (as per the format given in Schedule V) of PPA and becomes the integral part of PPA.

- iv. In case of multiple changes in PPA Capacity during the Construction Period, every such letter issued to SPD shall become the Annexure of PPA and that Annexure becomes the integral part of PPA.
- v. Procurer has right to object to any change in PPA Capacity as approved by the Nodal Agency, if any, within five (5) days from the issuance of letter to SPD. If there is no objection raised by the Procurer, it is considered as deemed acceptance of the Procurer.
- vi. Due to change in PPA Capacity, Nodal Agency and Procurer together has right to grant time extension in SCSD under the PPA based on the additional work or difficulties in implementation due to site availability.

18. LIQUIDATED DAMAGES

- 18.1. In case of natural calamity or any reason beyond the control of SPD or unavoidable circumstances, the work is not completed within the given timeframe, Nodal Agency may consider grant of extension after the reason submitted by SPD are found to be satisfactory, Delay in receipt of equipment of Solar System like solar panel, PCU, etc. from the vendors, to whom the Bidder has placed order, shall not be considered as a reason for extension.
- 18.2. If the SPD fails to execute the work and Commission the project on or before the SCSD for the reasons other than that mentioned under Article 26.1, Nodal Agency shall have the right to impose penalty equivalent to 1% of PBG value per two week from the SCSD subject to maximum of twenty (20) Weeks delay. In case of delay beyond extended timeline of twenty (20) Weeks, Nodal Agency may
 - i. allow SPD to work with additional penalty up to ten (10) more Weeks. SPD shall be required to submit additional PBG of 5% of earlier PBG value, prorated for Project Capacity, in the form as mentioned in Article 16.1. LD of 1% of additional PBG per two week or part thereof shall be levied on SPD.
 - ii. If COD is not achieved within second granted extended time period as per Article 18.2 (i), Nodal Agency shall forfeit the additional PBG and request Procurer to terminate the PPA.
 - iii. Nodal Agency shall pay the total LD collected to the Procurer within sixty (60) Days from the .
- 18.3. SPD shall be responsible for completion of all activities mentioned in SCSD schedule within the given time frame. SPD shall include the detail of SCSD and expected COD schedule in the quarterly progress report.
- 18.4. Progress in the implementation of the Project shall be monitored by Nodal Agency for milestones mentioned in COD Schedule.

19. MEASURING CUF

- 19.1. SPD shall ensure that all Project are Remote Monitoring System ("RMS") enabled. The data from such RMS enabled Project would be monitored or analysed remotely by Nodal Agency, independently or at its Centralized Monitoring Centre. The SPD shall support

Nodal Agency or its authorised representatives in establishing technical handshake between RMS and the Centralized Monitoring Centre. The internal data logger of the RMS system shall work on store-and-forward mechanism. It should be able to store data in case of connectivity outage and forward the stored data once the connectivity is attained. The SPD shall ensure data for a minimum period of one Year is stored in the data logger. The RMS system must also be capable of interfacing with external data loggers as may be installed by the Nodal Agency or its authorised representatives at no extra cost. The SPD shall ensure that the connectivity of the Project with the Centralized Monitoring Centre of Nodal Agency is uninterrupted at all times during O&M period and shall make all necessary arrangements for the same. In addition to the above, the SPD shall ensure and shall have no objection to provide access to RMS and / or any other medium used to transfer data for data acquisition and monitoring the performance of Project(s) by Nodal Agency and the Procurer. Nodal Agency and the Procurer or their authorized agency reserves right to validate the authenticity of such data for which SPD shall extend full access and its cooperation.

- 19.2. Performance of RMS System:- The RMS should have ability to send data on defined internal time so that data should not be lost due to performance and load issue. The information should be shared with trusted system only and should not be available to any other unknown system. The SPD must ensure the yearly availability and connectivity of the RMS system to be at least 99%.

20. PROJECT COMPREHENSIVE OPERATION & MAINTENANCE (COMPREHENSIVE O&M)

- 20.1. SPD shall operate and maintain Project, with desired level of performance, during the Term of PPA, read with terms and conditions of RFP, at its sole cost and expenses; provided, that any repair or maintenance costs incurred by the SPD as a result of Procurer's negligence or breach of its obligations hereunder, as certified by Nodal Agency, shall be reimbursed in full by the Procurer. The timelines for O&M would be 6 A.M. to 6 P.M. or any other time as mutually decided between Procurer and the SPD.
- 20.2. Procurer shall not undertake any O&M activity related to Project. SPD shall ensure that Project is adequately maintained and operated to serve the purpose envisaged in PPA and RFP.
- 20.3. The SPD will have to arrange all required instruments, tools, spares, components, manpower and other necessary facilities at his own cost. It is advisable for the SPD to ensure proper arrangements for cleaning of panels in order to maintain the requisite performance expectations.

21. SOLAR POWER DEVELOPER'S DEFECT LIABILITY

- 21.1. If it shall appear to the Nodal Agency that any supplies have been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior quality, the SPD shall forthwith rectify or remove and replace that item so specified and provide other proper and suitable materials at its own charge and cost if so desired by Nodal Agency in writing.
- 21.2. The SPD shall also be undertaking the operation and maintenance of the project and consequently shall be required to rectify any defects within seventy-two (72)Hours that emerge during the O&M of the Project for the Term of the PPA.

22. PROJECT DISRUPTIONS

22.1. Unavailability of Premises

- i. If, for reasons other than the SPD's breach of its obligations under this PPA and/or RFP, SPD is not provided with the access to the Premises as necessary to operate and maintain the Project, such time period shall be excluded from the calculation of generation.
- ii. If, for reasons other than the SPD's breach of its obligations under this PPA and/or RFP, energy generation from Project is hampered significantly or stopped, such time period shall be excluded from the calculation of generation.
- iii. Period during which the grid is unavailable due to power cut or grid is unstable during generation hours and in turn leading to lower generation, such hours shall be excluded for the purpose of calculation of generation.
- iv. Procurer shall continue to make all payments for the solar power during such period of Project disruption other than Article 22.1 at same Tariff as applicable for the period of Project disruption ("Disruption Period"). For the purpose of calculating solar power payments and lost revenue for such Disruption Period, Deemed Generation shall be considered for calculation of lost revenue or payment obligation of Procurer. Loss in revenue for the Disruption Period would be multiplication of Tariff of that Contract Year and difference in Deemed Generation and Actual Generation over such period. SPD shall inform about the disruption or outage in Project, for reasons attributable to Procurer in writing with date and time of such occurrence, and Procurer's liability shall start from the date of intimation of disruption or outage in the rooftop system, on account of Procurer.

22.2. Roof repair and other Project disruptions

- i. In the event that (i) the Procurer repairs the Premises' roof for any reason not directly related to damage, if any, caused by the Project, and such repair requires the partial or complete temporary disassembly or movement of Project, or (ii) any act or omission of Procurer or Procurer's employees, affiliates, agents or subcontractors (collectively, a "Procurer Act") results in a disruption or outage in Project's power generation, and such events are attributable to Procurer except Force Majeure, then, in either case, Procurer shall:
 - a. Pay the SPD such amount of money as prudently determined and agreed by and between SPD and the Procurer for all work required by the SPD to disassemble or move or shifting the Project. The costing would be at mutually decided rate or latest Schedule of Rates (SOR) published by concerned DISCOM or any authorised agency, whichever is lower for similar works; and
 - b. Continue to make all payments for the solar power during such period of Project disruption at same Tariff as applicable for the period of Project disruption ("Disruption Period"). For the purpose of calculating solar power payments and lost revenue for such Disruption Period, Deemed Generation shall be considered for calculation of lost revenue or payment obligation of Procurer. Loss in revenue for the Disruption Period would be multiplication of Tariff of that Contract Year and difference in Deemed Generation for number of days such event occurs and Actual Generation. SPD shall inform about the disruption or outage in Project, for reasons attributable to Procurer in writing with date and time of such occurrence, and Procurer's liability shall start from the date of intimation of disruption or outage in system production, on account

of Procurer.

- ii. If any structures within the Procurer's premise partially or wholly shade any part of the Project after the two (2) Months of COD, the SPD may apply for Deemed Generation furnishing the calculation for loss in revenue due to such shading supported by the relevant data, which shall be approved by Procurer within one month of submission, failing which the SPD shall claim provisional Deemed Generation till the issue is finally settled.

Calculation for loss in revenue for the period = (Deemed Generation X number of Days such event occurs - Actual generation) X Tariff of that Contract Year.

- iii. The SPD is responsible for the waterproofing of the roof disturbed/ pierced for installation of Project for the O&M period of first three (3) Contract Years. The SPD should immediately take necessary action to repair any damage to the water proofing. However, in such situations, SPD shall bear any loss or damage to Project and rectify the same within reasonable timeframe but any generation loss in such eventualities shall not be passed on to Procurer. If SPD fails to do required water proofing within seven (7) Days from the day of identification of issue, Procurer may get the same done at prevailing market rate and SPD shall reimburse the same to Procurer. If the SPD fails to reimburse the expenses to the Procurer then such expenses shall be adjusted by the Procurer from the solar generation Monthly Bills of future Months or as mutually agreed.

23. QUALITY OF WORKMANSHIP

- 23.1. The SPD shall ensure that the Project is designed, built and completed in a good workman like manner using sound engineering construction practices and using only materials and equipment that are new and of international utility grade quality such that, the useful life of the Project will be till the Expiry Date.
- 23.2. The SPD shall ensure that design, construction and testing of all equipment, facilities, components and systems of the Project shall be in accordance with Indian Standards and Codes issued by Bureau of Indian Standards (BIS)/ International Electro technical Commission (IEC) .

24. CONSTRUCTION DOCUMENTS

- 24.1. The SPD shall retain at the Premises and make available for inspection to Procurer and the Nodal Agency or its authorized agency at all reasonable times, copies of the results of all tests specified in Tariff Schedule hereof.

25. DELIVERY OF SOLAR POWER

- 25.1. Purchase Requirement
 - i. Procurer agrees to purchase solar energy generated by each Unit of respective Project and made available by the SPD to Procurer at the Delivery Point(s), during each Contract Year of the Term of PPA.
- 25.2. Suspension of Delivery

The SPD shall be entitled to suspend delivery of electricity from the Project to the

Delivery Point(s) for the purpose of maintaining and repairing the Project upon giving notice of at least three (3) Days in advance to the Procurer, except in the case of emergency repairs. Such suspension of service shall not constitute a breach of this PPA, provided that the SPD shall use commercially reasonable efforts to minimize any interruption in service to the Procurer. However, any preventive maintenance shall be done only during the period when Project is not generating.

25.3. Title to the Project

Throughout the duration of the PPA, the SPD shall be the legal and beneficial owner of the Project at all times, and the Project shall remain a property of the SPD and shall not attach to or be deemed a part of, or fixture to, the Premises. The title to the Project will be transferred to the Procurer at Termination of the PPA at the end of the Term (i.e. after completion of twenty-five (25) Contract Years) within thirty (30) Days. The title to be transferred to Procurer free of all encumbrances and at zero cost to the Procurer

26. EXTENSIONS OF TIME

26.1. In the event that the SPD is prevented from performing its obligations under Article 1.14 by the SCSD due to:

- i. any Procurer Event of Default; or
- ii. Force Majeure Events affecting Procurer; or
- iii. Force Majeure Events affecting the SPD; or
- iv. Any SCSD extension granted under Article 17.3

The SCSD shall be deferred, subject to the limit prescribed in Article 26.2, for a reasonable period but not less than 'Day for Day' basis, to permit the SPD or 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 Procurer.

26.2. Subject to Article 26.6 and 26.7, in case of extension occurring due to reasons specified in Article 26.1(i) and 26.1iv, any of the dates specified therein can be extended, subject to the condition that the SCSD would not be extended by more than one (1) Year.

26.3. In case of extension due to reasons specified in Article 26.1(ii) and 26.1(iii), and if such Force Majeure Event continues even after a maximum period of six (6) Months, any of the Parties may choose to terminate the PPA as per the provisions of Article 59.

26.4. If the Parties have not agreed, within fifteen (15) Days after the affected Party's performance has ceased to be affected by the relevant circumstance, on the time period by which the SCSD should be deferred by, any Party may raise the Dispute to be resolved in accordance with Articles 72, 73 and 74.

26.5. As a result of such extension, the SCSD newly determined shall be deemed to be the SCSD for the purposes of this PPA.

26.6. Notwithstanding anything to the contrary contained in this PPA, any extension of the SCSD arising due to any reason envisaged in this PPA shall not be allowed beyond one (1) Year or the Date determined pursuant to Articles 26.2 or/ and 26.3, whichever is later.

- 26.7. For getting extension of time under Article 26.1, SPD shall notify Nodal Agency and Procurer, at least fifteen (15) Days in advance of SCSD, and detailed out the probable reasons for delay.

27. INSPECTION/ VERIFICATION

- 27.1. The SPD shall be further required to provide entry into the Premises of the Project to Procurer and Nodal Agency at all times during the Term of PPA.

The Lenders and Lender's Representatives shall be provided access to the Premises of the project by the Procurer/Building Owner (as the case may be) so as to enable Lenders to conduct regular site inspection.

- 27.2. Nodal Agency shall be responsible for inspection and verification of the Project works being carried out by the SPD at the Premises. If it is found that the construction works/ operation of the Project is not as per RFP/ PPA, it may seek clarifications from SPD or require the works to be stopped or to comply with the instructions of Nodal Agency.

SYNCHRONISATION, SYSTEM ACCEPTANCE TESTING AND COMMISSIONING

28. SYNCHRONIZATION

- 28.1. The SPD shall give the concerned DISCOM, Nodal Agency and Procurer at least Thirty (30) Days advanced preliminary written notice and at least Fifteen (15) Days advanced final written notice, of the date on which it intends to synchronize the Project.
- 28.2. Subject to Article 28.1, the Project may be synchronized by the SPD when it meets all the connection conditions prescribed in applicable Grid Code then in effect and otherwise meets all other Indian legal requirements for synchronization to the Grid. Prior to synchronization of the Project, the SPD shall be required to get the Project certified for the requisite acceptance/ performance test by CEIG.
- 28.3. The synchronization equipment shall be installed by the SPD at its generation facility of the Project at its own cost. The SPD shall synchronize its Project with the DISCOM grid only when the approval of synchronization scheme is granted by the concerned DISCOM and checking/verification is made by the concerned authorities of the DISCOM.

29. COMMISSIONING OF THE PROJECT

- 29.1. Injection of power following Net Metering would be considered proof of commissioning of the Unit(s)/ Project.
- 29.2. Subject to any relaxation or waiver by Nodal Agency, Commissioning of Unit(s)/ Project would be considered when full Capacity of the Unit(s)/ Project is commissioned.

30. SYSTEM ACCEPTANCE TESTING AND COMMISSIONING

- 30.1. For successful Commissioning of the Unit(s)/ Project, SPD shall demonstrate that the Project delivers Capacity Utilization Factor ("CUF") of at least fifteen percent (15%) on any selected day by the SPD, adjusted for seasonality as tabulated below.

Month	Generation per kW per Day by the project (kWh)
January	3.71
February	4.14
March	4.33
April	4.27
May	3.99
June	3.30
July	2.56
August	2.33
September	3.21

October	3.89
November	3.90
December	3.56

- 30.2. If the results indicates that the Unit(s)/ Project is capable of generating solar energy and produces the required CUF on a Day in a Month as per Article 30.3, in accordance with the applicable rules/regulation/policies, as prescribed in RFP, SPD shall send a written notice to Nodal Agency, with a copy to Procurer, to that effect, and the date of successful conducting such tests and injection of solar power at Delivery Point(s) shall be the "Commercial Operation Date" as certified under RFP and/or PPA.
- 30.3. The SPD shall undertake a Commissioning in accordance with the provisions of Scope of Work as mentioned in SCHEDULE 1: SCOPE OF WORK of the PPA, as soon as reasonably practicable [and in no event later than two (2) Weeks or such longer period as mutually agreed between the SPD and Procurer after the point at which it is no longer prevented from doing so by the effects of Force Majeure Events or Procurer's Event of Default (as appropriate and applicable)] and if such Commissioning of PPA Capacity is not duly completed on or before the SCSD, SPD shall be required to pay Liquidated Damages to Nodal Agency in accordance with Article 18.
- 30.4. SPD starts injecting power from the Unit(s)/ Project to the Delivery Point(s) from the day of Commissioning.
- 30.5. The SPD expressly agrees that all costs incurred by it in synchronizing, connecting, and/or Commissioning Unit(s)/ Project shall be solely and completely to its account and Procurer has no liability other than the amount of the Tariff payable for such power output as per relevant Law applicable at the time.
- 30.6. The Parties shall comply with the provisions of the applicable Law including, in particular, Grid Code as amended from time to time regarding operation and maintenance of the Project and all matters incidental thereto.

DISPATCH

31. DISPATCH

- 31.1. The Unit(s)/ 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.

METERING AND BILLING

32. METERING

- 32.1. Metering and grid connectivity, (if required), of Project would be the responsibility of the SPD in accordance with the prevailing guidelines of the concerned DISCOM and / or CEA and Policy for Decentralized Renewable Energy System, Madhya Pradesh/ MPERC (Grid Interactive Renewable Energy Systems Related Matters) Regulations[Revision-II], 2024. {RG-39(II) of 2024 and their amendments/ substitutions. Nodal Agency/ Procurer could facilitate in the process; however, the entire responsibility towards such arrangements lies with SPD only.
- 32.2. The SPD shall install the Generation Meter(s) separately near the output of Inverter(s) and Net-Meter shall be located in place of present DISCOM's metering system for each Premise. Basis technical feasibility, generation Meter(s) would suitably be aligned with billing system of concerned DISCOM, where generation from respective Unit(s) would be recorded.
- 32.3. Nodal Agency would evolve and maintain a "single window accounting, invoicing and settlement system (SWAISS)" which would integrate generation data of concerned Unit(s). The SWAISS would act as interface between SPD and Procurer for single window metering, billing, tariff payment and payment reconciliation.
- 32.4. The accuracy class, current rating and certifications of the net meter and generation meter shall confirm with the standards for net meter and standards for generation meter as provided under the concerned Regulations/ Rules/ Policy including Madhya Pradesh Policy for Decentralized Renewable Energy System, 2016 and any subsequent amendment.
- 32.5. The Metering System shall have such inbuilt provisions that it senses grid availability and when grid is not available it should Isolate the Project;
- 32.6. Till SWAISS becomes operational, the Generation Meter will be read by the SPD's personnel on the Metering Date on monthly basis. The authorized representative of the Procurer can be present at the time of meter reading. Both the Parties shall sign a joint meter reading report. However, in case the joint meter reading report is not signed in the first three (3) Business Days of Metering Date of any month due to non-availability of the Procurer's authorized representative, the report signed by the SPD shall be considered as joint meter reading report, the Parties agree that such joint meter reading report shall be final and binding on the Parties.
- 32.7. Meters and metering equipment shall be tested as per provision of MPERC and as per IS 14697 at CPRI or at any NABL accredited lab before installation at site on the cost of SPD and should be properly sealed in the presence of designated authority from Nodal

Agency at the time of installation.

- 32.8. The Metering System at the Delivery Point(s) and any additional meters required by Applicable Law shall be tested, maintained and owned by the SPD.
- 32.9. The Procurer, at its own discretion, may install a check meter, at its cost, to verify the measurements of the Metering System.
- 32.10. The risk and title to the solar power supplied by the SPD shall pass to the Procurer at the Delivery Point(s).
- 32.11. The energy metering of Project, in kWh separately, shall be on monthly basis equal to gross energy generated for a net metered Project.
- 32.12. As provided in SCHEDULE 7 of the PPA, Unit(s) under the Project may have net metering and/ or group net metering (GNM) arrangements simultaneously in accordance with Madhya Pradesh/ MPERC (Grid Interactive Renewable Energy Systems Related Matters) Regulations[Revision-II], 2024. {RG-39(II) of 2024 and their amendments/ substitutions. SPD would make and maintain necessary arrangements accordingly as applicable and relevant.

33. BILLING

- 33.1. The energy billable to Procurer, by SPD, shall be computed on monthly basis by multiplying the Tariff applicable in that Month of the Contract Year as per SCHEDULE 3: TARIFF SCHEDULE with the gross energy generated from the Project. It would be supported by SWAISS, where SPD would have option to raise aggregate bill for the Project.
- 33.2. Import and export of energy from Project operating on net metered and/ or Group Net Metering and/or gross metered basis shall be settled as per MPERC (Grid Interactive Renewable Energy Systems Related Matters) Regulations[Revision-II], 2024. {RG-39(II) of 2024 / Policy for Decentralized Renewable Energy System, Madhya Pradesh, 2016 and their amendments/ substitutions. This would determine the relationship between the DISCOM and the Procurer, but not the SPD and the Procurer.
- 33.3. For ease of doing business (EoDB), a SWAISS portal has been developed by MP Urja Vikas Nigam Limited (MPUVNL). The SWAISS would have access by Nodal Agency, SPD and Procurer.
 - a. The SWAISS would have a data base consisting of two modules that would capture details of buildings and RESCOs:
 - Building module: It would consist of physical (location, district, DDO, area etc.) and electrical attributes (IVRS, solar system size, metering details etc.) of each building.
 - Vendor module: It would contain details of district-wise successful RESCOs, including their contact coordinates.
 - b. Functional aspects of SWAISS
 - Import of solar generation data: As per RfP and PPA conditions, every unique solar system (mapped to a consumer IVRS) would have a generation meter. Generation meter would be sealed by concerned Discom for security and authenticity.
 - Solar generation recorded in generation meter of Unit(s) would be fetched to SWAISS through technically feasible solutions that aligns best with prevalent billing system of concerned Discoms.
 - The SWAISS would do DDO wise calculation of bills as per background

mapping of unique solar systems and respective tariff.

TARIFF AND PAYMENT

34. CONSIDERATION

- 34.1. Procurer shall pay to the SPD monthly payment towards energy consumed from the Unit(s)/ Project as per the Metering and Billing as described in Articles 32 and 33 above for each Month during the period from the Unit COD of each Unit to Expiry Date at a Tariff corresponding to the concerned Contract Year.
- 34.2. The Tariff as determined pursuant to RFP by the Nodal Agency would be as per SCHEDULE 3: TARIFF SCHEDULE, from Unit COD till the Expiry Period.

35. INVOICE

- 35.1. The SPD shall invoice Procurer on or before third Business Day of each Month ("Metering Date") in respect of energy generated the immediately preceding month. However, the last monthly invoice pursuant to this PPA shall include energy generated only till the Expiration Date of this PPA.
- 35.2. To generate invoice, SPD would login to SWAISS and select concerned District [] and Procurer. SWAISS would fetch consumption and billing data on pre-designed format for concerned SPD. After preview of invoice, SPD would be routed to trigger invoice through message and e-mail to respective Procurer.
- 35.3. The Invoice to the Procurer shall include:
- i. Gross energy generated
 - ii. Supporting data, documents and calculations in accordance with this PPA;

36. DUE DATE

- 36.1. If there is no dispute on an Invoice, Procurer shall pay all amounts due under the Invoice within fifteen (15) Business Days after the date of the receipt of the invoice in Procurer's office ("Due Date") through e-mail or/ and FAX.

37. METHOD OF PAYMENT

- 37.1. The Procurer would have dedicated head for payment towards this PPA.
- 37.2. The Procurer would have login rights at SWAISS to see respective invoice(s). Subsequently, Procurer would initiate and make payment to SPD through dedicated head.
- 37.3. Procurer would provide a payment response to Nodal Agency through online portal to SWAISS, which would be verified by Nodal Agency and update the payment status on SWAISS for perusal and settlement by concerned SPD.

38. LATE PAYMENT

- 38.1. Save for provisions in for disputed Bills, in case payment against any Invoice is delayed by the Procurer beyond its Due Date, a Late Payment Surcharge shall be payable by Procurer to the SPD at the rate of 1.5% per Month ("Late Payment Surcharge") calculated on the amount of outstanding payment, calculated on a Day to Day basis for each Day of the delay beyond the Due Date, compounded on monthly basis. Late Payment Surcharge shall be claimed by the SPD through its subsequent Invoice.

39. REBATE

- 39.1. Save for any dispute, Procurer shall be eligible for rebate of 1% per Month on the amount of outstanding payment, for payment of any Bill within first seven (7) Business Days from the Metering Date, calculated on a Day to Day basis for each Day of the month.
- 39.2. In case of any disputed bill, the rebate shall be allowed on only that payment which is made within first seven (7) days of Metering Date, irrespective of the outcome of final settlement of the dispute.
- 39.3. No Rebate shall be payable on the Bills raised on account of Change in Law relating to taxes, duties and cess etc.

40. DISPUTED BILL

- 40.1. If the Procurer does not dispute a Monthly Bill or a Supplementary Bill raised by SPD within ten (10) Days from the receipt of Monthly Bill, such Bill shall be taken as conclusive.
- 40.2. If the Procurer disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall within ten (10) Days of receipt of such Bill, issue a notice (the "Bill Dispute Notice") to the SPD 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.
- 40.3. If the SPD agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 40.2, the SPD shall revise such Bill and present along with the next Monthly Bill.
- 40.4. If the SPD does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 40.2, it shall, within seven (7) Days of receiving the Bill Dispute Notice, furnish a reply to Bill Dispute Notice to the Procurer providing:
- i. its reasons against dispute;
 - ii. its estimate of what the correct amount should be; and
 - iii. all written material in support of its counter-claim.
- 40.5. Upon receipt of the reply to Bill Dispute Notice from SPD, by Procurer, under Article 40.4, authorized representative(s) or a director of the board of directors/ member of board of the Procurer and SPD shall meet and make best endeavours to amicably resolve such dispute within seven (7) Days of receipt of the reply to the Bill Dispute Notice.

- 40.6. If the Parties do not amicably resolve the Dispute within seven (7) Days of receipt of reply to the Bill Dispute Notice pursuant to Article 40.4, the matter shall be referred to Dispute resolution in accordance with Article 72 to 74.
- 40.7. For the avoidance of doubt, it is clarified that despite a Dispute regarding an Invoice, Procurer shall, without prejudice to its right to Dispute, be under an obligation to make payment of 100% of the undisputed amount of the concerned Monthly Bill, and 90% of disputed amount under protest within fifteen (15) Business Days after the date of the receipt of the invoice. Once the dispute is settled, the correction amount shall be adjusted with the monthly interest rate of 1.50% computed on daily basis, implying that if the Procurer has paid in excess, SPD would have to pay the monthly interest rate for the excess amount, and if the Procurer has paid less, the Procurer would have to pay the monthly interest rate on the remainder amount.

41. PAYMENT SECURITY MECHANISM

- 41.1. Nodal Agency shall provide to the SPD, in respect of payment of its Monthly Bills and/or Supplementary Bills, payment security in the form of a revolving fund established through State budget.
- 41.2. If there is no dispute on an Invoice and there is delay or default in payment by Procurer for more than thirty (30) day of Due Date, Nodal Agency would ensure such payment to SPD through revolving fund.

42. QUARTERLY AND ANNUAL RECONCILIATION

- 42.1. The Parties acknowledge that all payments made against Monthly Bills and Supplementary Bills shall be subject to quarterly reconciliation within thirty (30) Days of the end of the quarter of each Contract Year and annual reconciliation at the end of each Contract Year within thirty (30) Days of the end of the Contract Year to take into account the Energy Accounts, payment adjustments, Tariff rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this PPA.
- 42.2. The Parties, therefore, agree that as soon as all such data in respect of any quarter of an Contract Year or a full Contract Year, as the case may be, has been finally verified and adjusted, the SPD and Procurer shall jointly sign such reconciliation statement. Within fifteen (15) Days of signing of a reconciliation statement, the SPD shall make appropriate adjustments in the next Monthly Bill. Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the SPD 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 40.

43. PAYMENT OF SUPPLEMENTARY BILL

- 43.1. Procurer/ SPD may raise a ("Supplementary Bill") for payment on account of:
- i. Adjustments required by the Energy Accounts (if applicable); or
 - ii. Change in Law as provided in 51.1(iv);
- 43.2. Procurer shall remit all amounts due under a Supplementary Bill raised by the SPD to the SPD's Designated Account by Due Date. Similarly, the SPD shall pay all amounts

due under a Supplementary Bill raised by Procurer by the Due Date to Procurer's designated bank account and notify such Procurer of such payment on the same Day.

- 43.3. In the event of delay in payment of a Supplementary Bill by the SPD beyond its Due Date or by Procurer beyond the 30th Day from the Due Date, as the case may be, a Late Payment Surcharge shall be payable at the same terms applicable to the Monthly Bill in Article 38.

INSURANCES

44. INSURANCE

- 44.1. The SPD shall maintain at its own costs, throughout the Term of PPA and any extensions thereof all mandatory insurance coverage for adequate amount including but not restricted to, theft, damages, comprehensive general liability insurance covering the Project and accidental losses, bodily harm, injury, death of all individuals employed/assigned by the SPD to perform the services required under this PPA.

45. APPLICATION OF INSURANCE PROCEEDS

- 45.1. Save as expressly provided in this PPA or respective Insurances, the proceeds of any insurance claim made due to loss or damage to the Project or any part of the Project shall be first applied to reinstatement, replacement or renewal or making good of such loss or damage of the Project.
- 45.2. If a Force Majeure Event renders the Project no longer economically and technically viable and the insurers under the respective Insurances make payment on a "total loss" or equivalent basis, Procurer shall have no claim on such proceeds of such Insurance.

46. EFFECT ON LIABILITY OF PROCURER

- 46.1. Notwithstanding any liability or obligation that may arise under this PPA, 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 Procurer.

FORCE MAJEURE

47. DEFINITIONS

- 47.1. In this Article, the following terms shall have the following meanings:

Affected Party

- 47.2. An affected Party means Procurer or the SPD whose performance has been affected by an event of Force Majeure.
- 47.3. An event of Force Majeure affecting the DISCOM, which has affected the interconnection facilities, shall be deemed to be an event of Force Majeure affecting the SPD.
- 47.4. Any event of Force Majeure affecting the performance of the SPD's contractors, shall be deemed to be an event of Force Majeure affecting SPD only if the Force Majeure event is affecting and resulting in:

- i. late delivery of plant, machinery, equipment, materials, spare parts, fuel, water or

consumables for the Project; or

- ii. a delay in the performance of any of the SPD's contractors for other works associated with Project.

Force Majeure

47.5. A 'Force Majeure' means any event or circumstance or combination of events those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this PPA, 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:

- i. 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 or tornado, epidemic, pandemic or exceptionally adverse weather conditions which are in excess of historical statistical measures, act of war, terrorist attack, public disorders, civil disturbances, riots, insurrection, sabotage, rebellion, blockade, embargo ;
- ii. A Force Majeure Event shall not be based on the Economic hardship of either Party. In case of any damage because of force majeure event, the Project shall be repaired / commissioned at its own cost by the SPD.
- iii. the unlawful, unreasonable or discriminatory revocation of, or refusal to renew, any Consent required by the SPD or any of the SPD's contractors to perform their obligations under the Project documents or any unlawful, unreasonable or discriminatory refusal to grant any other consent required for the development/ operation of the Project. Provided that an appropriate court of law declares the revocation or refusal to be unlawful, unreasonable and discriminatory and strikes the same down.
- iv. 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 Project by the Affected Party or those employed or engaged by the Affected Party.
- v. Industry wide strikes and labour disturbances having a nationwide impact in India.
- vi. Nation/state-wide strike, lockout, boycotts or other industrial disputes which are not directly and solely attributable to the actions of the Affected Party, but does not include strike or labour unrest limited to the Affected Party or the SPD Related Parties;

48. FORCE MAJEURE EXCLUSIONS

48.1. 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:

- i. Inability to obtain permission from DISCOM (for Category I Project) Page 40

- ii. Inability to obtain commissioning certificate from Nodal Agency
- iii. Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts, fuel or consumables for the Project;
- iv. Delay in the performance of any contractor, sub-contractor or their agents excluding the conditions as mentioned in Article 47.5;
- v. Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
- vi. Strikes at the facilities of the Affected Party;
- vii. Insufficiency of finances or funds or the PPA becoming onerous to perform; and
- viii. Non-performance caused by, or connected with, the Affected Party's:
 - a. Negligent or intentional acts, errors or omissions;
 - b. Failure to comply with an Indian Law; or iii. Breach of, or default under this PPA.

49. NOTIFICATION OF FORCE MAJEURE EVENT

- 49.1. 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 three (3) 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.
- 49.2. Provided that such notice of Force Majeure shall be a pre-condition to the Affected Party's entitlement to claim relief under this PPA. 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 (weekly or monthly basis, as communicated and agreed upon between the Parties in writing) reports on the existence Force Majeure and/ or progress of those remedial measures and such information as the other Party may reasonably request about the Force Majeure Event.
- 49.3. 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 PPA, as soon as practicable, but not later than seven (7) Days after becoming aware of each of these cessations.
- 49.4. In case of delay in Payment due to Force Majeure, Affected Party shall have inform the other Party and make payment as soon as effect of Force Majeure shall be ended on Affected Party payment obligation.

50. DUTY TO PERFORM AND DUTY TO MITIGATE

- 50.1. To the extent not prevented by a Force Majeure Event pursuant to Articles 47 and 49,

the Affected Party shall continue to perform its obligations pursuant to this PPA. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

51. AVAILABLE RELIEF FOR A FORCE MAJEURE EVENT

51.1. Subject to this Article 51

- i. no Party shall be in breach of its obligations pursuant to this PPA except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;
- ii. every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations, including but not limited to those specified under Article 26;
- iii. For avoidance of doubt, none of either Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this PPA shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.
- iv. 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.

CHANGE IN LAW

52. DEFINITIONS

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

- 52.1. "Change in Law" means the occurrence of any of the following events after the Bid Submission Date resulting into any additional recurring/ non-recurring expenditure by the SPD or any income to the SPD:
- i. 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;
 - ii. 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;
 - iii. the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
 - iv. change in any Consents, approvals or licenses available or obtained for the Project, otherwise than for default of the SPD, which results in any change in any cost of or revenue from the business of selling electricity by the SPD to Procurer under the terms of this PPA;
 - v. a change in the terms and conditions prescribed for obtaining any Consents or the inclusion of any new terms or conditions for obtaining such Consents, except due

to any default of the SPD;

- vi. change in the Rules, Regulations, Orders or any document issued or released by the CERC/ CEA/ MPERC/ MPPMCL/ MP DISCOMs or any other Government Authority;
- vii. any change in taxes, duties and cess or introduction of any taxes, duties and cess made applicable for generation and sale/ supply of power by SPD as per the terms of this PPA but shall not include: (i) any change in any withholding tax on income or dividends distributed to the shareholders of the SPD, or (ii) change in the rates of existing taxes applicable to the SPD or (iv) change in income taxes applicable for the SPD

53. NOTIFICATION OF CHANGE IN LAW

- 53.1. If the SPD is affected by a Change in Law in accordance with Article 1.52 and wishes to invoke a Change in Law provision, it shall give notice to Procurer of such Change in Law as soon as reasonably practicable after becoming aware of the same or should

reasonably have known of the Change in Law but not later by thirty (30) Days from the date of such the notification regarding Change in Law.

- 53.2. Notwithstanding Article 53.1, the SPD shall be obliged to serve a notice to Procurer if it is beneficially affected by a Change in Law. Without prejudice to the factor of materiality or other provisions contained in this PPA, the obligation to inform Procurer contained herein shall be material. However, in case the SPD has not provided such notice, Procurer shall have the right to issue such notice to the SPD.

- 53.3. Any notice served pursuant to Change in Law shall provide, amongst other things, precise details of:

- i. the Change in Law; and
- ii. the effects on the SPD of the matters relevant for Construction Period and the operation period for the Project.

54. RELIEF FOR CHANGE IN LAW

- 54.1. The aggrieved Party shall be required to approach the Nodal Agency for seeking appropriate relief under Change in Law.

- 54.2. The decision of the Nodal Agency to acknowledge a Change in Law and the date from which it will become effective and relief provided for the same shall be final and binding on both the Parties. Principle that the purpose of compensating the Party affected by such Change in Law, is to restore through Monthly Bill payment, to the extent contemplated in this Article 54, the affected Party to the same economic position as if such Change in Law has not occurred.

Impact	Variation due to change in existing taxes/ duties or enactment of new law/	Proportionate adjustments to the tariff	Effective Timelines
Impact on Capital Cost (Adjustments will be considered only if the overall impact due to all Change in Law events would be more than the 2.5% of Normative Capital Cost {threshold})	$\pm X\%$	$\pm 0.8 X\%$	If the relevant changes are notified after Bid Deadline as per RFP and, (3) Months prior to the COD of the Project.
Impact on Operational Cost (Adjustments will be made only if the overall impact due to all Change in Law events would be more than 10% of	$\pm Y\%$	$\pm 0.1 Y\%$	If the relevant change is notified after Bid Deadline as mentioned in RFP, adjustments in tariff shall be provided till the time such change is in force
ILLUSTRATION i. Say, there is a Change in Law event, which increase the duty on Inverter by 10%. Due to this event, the Capital Cost would increase by $9\% \times 10\% = 0.9\%$. Since it did not cross the threshold of 2.5%, no adjustment shall be provided. ii. Say, there are multiple Change in Law events which increase the duty on Solar Module by 10% and on inverter by 10%. Due to this, the Capital Cost would increase by $56.4\% \times 10\% + 9\% \times 10\% = 6.54\%$. Proportionate adjustment in the tariff as per the formula given in the table shall be $0.8 \times 6.54\% = 5.232\%$. The revised tariff in this case shall be $\text{Tariff} \times (1+5\%)$.			

- 54.3. In order to pass on the impact of Change in Law in the tariff quoted by the SPD, Nodal Agency shall consider the following distribution percentages of the Normative Capital Cost of the Project:

- i. Solar Module – 56.4%

- a. Solar Cell – 60% of the Solar Module Cost
- ii. Inverter – 9%
- iii. BOS – 18.4%
- iv. Installation & Commissioning – 16.2%

The O&M cost shall be considered as 2.55% of the normative capital cost of the project. The Tariff would be adjusted as below based on the variations in the SPD's capital cost and operational cost on account of impact due to Change in Law event. Moreover, the adjustment shall be allowed only on the variation in Normative Capital Cost beyond the threshold specified in table above. Moreover, while calculating the impact, except for Solar Module and Solar Inverter, other components shall be considered to be procured locally (from India).

- 54.4. In a case where the impact due to Change in Law is not directly affecting the capital or operational cost of the project:
 - i. Any additional charges for consuming the power from the Solar Power Plant or ejection into the grid, shall be directly borne by the Power Procurer.
- 54.5. In case of change in Normative Capital Cost due to Impact of Change in Law, revised Tariff shall be communicated by the Nodal Agency to the Procurer and the SPD within thirty (30) Days from the COD of the Project.
- 54.6. In case of change in Operational Cost due to Impact of Change in Law, revised Tariff shall be communicated by the Nodal Agency to the Procurer and the SPD within thirty (30) Days from the date of receipt of request from the Procurer or the SPD.
- 54.7. SPD shall be liable to bear the impact of Change in Law in case the impact on Normative Capital Cost due to such Change in Law coming into force or applicable after the SCSD. It is to clarify that, above statement is not considering the impact of Change in Law on Operational Cost.

EVENTS OF DEFAULT AND TERMINATION

55. SOLAR POWER DEVELOPER'S EVENT OF DEFAULT

55.1. The occurrence and continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by Procurer of its obligations under this PPA, shall constitute a SPD's Event of Default:

- i. the failure to achieve Commissioning of the PPA Capacity, within the definite time period i.e., SCSD, as defined under RFP and PPA, or any extension granted by Nodal Agency and/or Procurer;
- 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 Project in contravention of the provisions of this PPA; or
 - b. the SPD transfers or novates any of its rights and/ or obligations under this PPA, in a manner contrary to the provisions of this PPA; except where such transfer.
 - i. 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 PPA or
 - ii. is to a transferee who assumes such obligations under this PPA and the PPA remains effective with respect to the transferee; or
- 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; or
 - d. 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 or more than the SPD and expressly assumes all obligations of the SPD under this PPA and is in a position to perform them; or
 - e. the SPD fails to make any payment (i) of an amount exceeding Rupees two (2) Lakh required to be made to Procurer under this PPA, within three (3) Months after the Due Date of an undisputed invoice /demand raised by

Procurer on the SPD; or

- f. any of the representations and warranties made by the SPD in PPA being found to be untrue or inaccurate. Further, in addition to the above, any of representations made or the undertakings submitted by the SPD at the time of submission of the Bid being found to be breached or inaccurate, including but not limited to undertakings from its parent company/ affiliates related to the minimum equity obligation; Provided however, prior to considering any event specified under this sub-Article to be an Event of Default, Procurer shall give a notice to the SPD in writing of at least thirty (30) Days; or
- g. the SPD repudiates this PPA and does not rectify such breach within a period of thirty (30) Days from a notice from Procurer in this regard; or
- h. except where due to Procurer's failure to comply with its material obligations, the SPD is in breach of any of its material obligations pursuant to this PPA, 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.
- i. the SPD fails to complete/ fulfill the activities/conditions specified in Article 12, beyond a period of twenty (20) Weeks from the SCSD; or
- j. The SPD fails to maintain the PBG in accordance with PPA and RFP; or
- k. change in controlling shareholding before the specified time frame as mentioned in Article 14.1 of this PPA; or
- l. occurrence of any other event which is not specified in this PPA to be a material breach/ default of the SPD;
- m. SPD generates solar power lower than MSO on a monthly basis continuously for nine (9) Months.

56. PROCURER'S EVENT OF DEFAULT

56.1. 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 PPA, 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), as per Article 43, 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 Payment Security Mechanism; or
- ii. Procurer repudiates this PPA 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 the SPD's failure to comply with its obligations under PPA

and RFP, Procurer is in material breach of any of its obligations pursuant to this PPA and RFP, and such material breach is not rectified by Procurer within thirty (30) Days of receipt of notice in this regard from the SPD; or

- v. If
 - a. 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
 - b. any winding up or bankruptcy or insolvency order is passed against Procurer, or
 - c. 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,
 - d. Procurer vacates the premises of the Project
- vi. 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 or the Procurer vacating the premises to a new entity and where the resulting entity has the financial standing to perform its obligations under this PPA and has creditworthiness similar or more than the Procurer and expressly assumes all obligations of Procurer and is in a position to perform them; or;
- vii. occurrence of any other event which is not specified in this PPA but leading to a material breach or default by Procurer.

57. PROCEDURE FOR CASES OF SOLAR POWER DEVELOPER EVENT OF DEFAULT

- 57.1. Upon the occurrence and continuation of any SPD Event of Default under Article 55, Procurer shall have the right to deliver to the SPD, with a copy to the Lenders of the SPD with whom the SPD has executed the Financing agreement, with a copy to the Nodal Agency, a notice stating its intention to terminate this PPA ("Procurer Preliminary Default Notice"), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.
- 57.2. Following the issue of a 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 be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.
- 57.3. During the Consultation Period, the Parties shall continue to perform their respective obligations under this PPA & RFP.
- 57.4. 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, the Lenders shall have the right to seek the substitution of the SPD by a Selectee for the residual period of this PPA for the purpose of performing obligations of the SPD. Such substitution of the SPD by a Selectee shall be as per the procedure prescribed in this PPA and with prior approval of Procurer, provided Selectee as aforesaid shall have the required qualification and experience as prescribed under the RFP.

57.5. In the event the Lender's total debt obligations have been completely satisfied at the time of issue of Procurer's Preliminary Default Notice or more than fifteen (15) days have expired beyond the period prescribed for the Lender's right to substitute as per Article 57.4, and upon the continuation of SPD Default and the failure by the SPD to rectify such default within the applicable Consultation Period specified in this Article 57 Procurer could exercise any one of the following options:

i. Procurer can own the Project by paying the Termination Payment as per below formula:

After COD, Termination Payment = Net Asset Value X 50%

Net Asset Value = Normative Project Cost X (1 - (4% X No. of Contract Years))

The handover of full assets shall be without any encumbrance/liability along with warranties and insurances in force.

In such case the termination payment shall be deposited in the designated bank account.

Note: "No. of Contract Years" shall mean the total number of years for which Project is operational from the COD. In case, Termination occurs after eight (8) Years seven (7) Months of operation, No. of Contract Years would be eight (8).

ii. In situations where the Procurer does not exercise above option-I, in such case the SPD shall take the Project from the premises of the Procurer and make the roof/premise in the original condition as existing before the start of this Project. This has to be undertaken at SPDs cost without any liability to Procurer.

57.6. There will be no Termination Payment to SPD if the termination happens because of the reasons mentioned below:

i. Termination before the Project COD or;

ii. event of default occurs due to cause mentioned in Article 55.1;

iii. The SPD is obligated to perform all duties mentioned in PPA and pay the Termination Payment, in case of SPD Event of Default, on or before the last Day of Procurer Termination Notice.

58. PROCEDURE FOR CASES OF PROCURER EVENT OF DEFAULT

58.1. Upon the occurrence and continuation of any Procurer Event of Default specified in Article 56 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.

- 58.2. 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.
- 58.3. During the Consultation Period, the Parties shall continue to perform their respective obligations under this PPA.
- 58.4. 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:

- i. Get the termination payment from the Procurer and handover the Project to it by serving a fifteen (15) Days' notice to the Procurer ("SPD Termination Notice"). Termination payment would to be calculated as per below formula:

Termination payment = Net Asset Value

For first fifteen (15) Contract Years;

Net Asset Value = Normative Project Cost X $(1 - (3\% \times \text{No. of Contract Years}))$

For remaining period of ten (10) Contract Years;

Net Asset Value = Normative Project Cost X $[(1 - (3\% \times 15 \text{ Contract Years}) - (5.5\% \times \text{No. of Contract Years exceeding 15 years}))]$

In such case the termination payment shall be deposited in the designated bank account.

OR

- ii. In case the SPD does not exercise above option-I, it can take the Project from the premises of the Procurer and get the termination payment as below:-

Termination payment= 10% of Net Assets Value

For first fifteen (15) Contract Years;

Net Asset Value = Normative Project Cost X $(1 - (3\% \times \text{No. of Contract Years}))$

For remaining period of ten (10) Contract Years;

Net Asset Value = Normative Project Cost X $[(1 - (3\% \times 15 \text{ Contract Years}) - (5.5\% \times \text{No. of Contract Years exceeding 15 years}))]$

SPD shall make the roof in original condition existing as before the start of this Project. This has to be undertaken at SPDs cost without any liability to Procurer.

- 58.5. Procurer obligated to perform all duties mentioned in PPA and pay the termination fees, in case of Procurer Event of Default, on or before the last Day of SPD's

Termination Notice.

59. TERMINATION DUE TO FORCE MAJEURE

If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 26.3, either Party shall have the right to cause termination of the PPA. In such an event, this PPA shall terminate on the date of Termination Notice and no Termination Payment shall be paid by any of the Party.

60. TERMINATION ON REQUEST OF THE PROCURER

60.1. Procurer may, on giving at least six (6) Months written notice to the SPD with a copy marked to the Lenders, terminate the PPA prior to the Effective Date or after the completion of first five (5) Contract Years. Following the issue of a "Default Notice", a Conciliation 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 SPD / Procurer Event of Default having regard to all the circumstances.

60.2. However, after the expiry of the default notice if both parties can't reach to an amicable solution, in such case the Procurer shall pay to SPD a sum as per formula given hereunder:

Termination payment = Net Asset Value

For first fifteen (15) Contract Years

Net Asset Value = Normative Project Cost X (1- (3% X No. of Contract Years)); For the remaining period of ten (10) Contract Years

Net Asset Value = Normative Project Cost X [(1 – (3.5% X 15 Contract Years) – (4.75% X No. of Contract Years exceeding 15 Contract Years)]

In such case, termination payment shall be deposited in the designated bank account.

The Parties shall promptly execute all documents necessary to cause title to the Project to pass to Procurer on the date of termination free and clear of all liens and assign all vendor warranties for the Project to the Procurer. Upon execution of the documents and payment of the applicable purchase price in each case as described in the preceding sentence, the agreement shall stand terminated and the Procurer shall become the owner of the Project. The transfer of Project will be without any encumbrances, no assignments.

Upon such termination, the SPD may offer its Comprehensive Operations and Maintenance services to the Procurer and the Parties may enter into an O&M agreement in this regard. The terms and conditions of the O&M agreement will be negotiated in good faith between the Parties.

60.3. Notwithstanding Terminations, both SPD and Procurer shall ensure full and final settlement of respective rights and obligations pursuant to terms and conditions of this RFP and Agreement/ PPA, so that neither would have to carry and bear the burden of the other's rights and obligations. Towards fulfillment of this provision, an affidavit on a

non-judicial stamp paper shall have to be furnished by both SPD and Procurer to each other at the time of termination.

LIABILITY AND INDEMNIFICATION

61. INDEMNITY

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

- i. any 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 PPA; and
- ii. 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 a breach by the SPD of any of its obligations under this PPA or any of the representations or warranties of the SPD under this PPA being found to be inaccurate or untrue.
- iii. Notwithstanding any liability or obligation that may arise under this PPA, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the Procurer can claim compensation under any insurance policy, shall not be charged to or payable by the SPD.
- iv. However, this Article 61 shall not apply to such breaches by the SPD, for which specific remedies have been provided for under this PPA

62. PROCEDURE FOR CLAIMING INDEMNITY

62.1. Third party claims

- i. Where the indemnified Party is entitled to indemnification from the indemnifying Party pursuant to Article 61.1(i), the indemnified Party shall promptly notify the indemnifying Party of such claim referred to in to Article 61.1(i) 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. However, if:
 - a. the Parties choose to refer the dispute before the Arbitrator in accordance with Article 74; and
 - b. the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute;
- ii. 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 indemnifying Party.

- iii. An indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against it by the indemnified Party.

63. INDEMNIFIABLE LOSSES

- 63.1. Where an indemnified Party is entitled to indemnifiable losses from the indemnifying Party pursuant to Article 61.1(ii), 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 non-payment of such losses after a valid notice under this Article, such event shall constitute a payment default under Article 55 and 56.

64. LIMITATION ON LIABILITY

- 64.1. Except as expressly provided in this PPA, neither the SPD 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 PPA, 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 PPA), 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, the SPD or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.
- 64.2. 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 the Procurer and Nodal Agency, or any affiliate of Procurer or any of its officers, directors or shareholders for such claims excluded under this Article.
- 64.3. Notwithstanding anything to the contrary contained elsewhere in this PPA, the provisions of this Article 64 shall apply mutatis mutandis to either party.

65. DUTY TO MITIGATE

- 65.1. The Parties shall endeavour to take all reasonable steps so as mitigate any loss or damage which has occurred under Articles 61 and 64.

GENERAL COVENANTS

66. SOLAR POWER DEVELOPER'S COVENANTS

66.1. The SPD covenants and agrees to the following:

- i. **Notice of Damage or Emergency:** The SPD shall (a) promptly notify Procurer if it becomes aware of any damage to or loss of the use of the Project or that could reasonably be expected to adversely affect the Project, (b) immediately notify Procurer once it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the Project or the Premises.
- ii. **Project Condition:** The SPD shall take all actions reasonably necessary to ensure that the Project is capable of generation and delivery of solar energy at agreed rate as per PPA & RFP. Subject to there being no Procurer's Event of Default, the SPD shall provide 24X7 onsite / offsite monitoring and maintenance of the Project throughout the period of this PPA at no additional cost.
- iii. **Consents and Approvals:** While providing the installation work, solar power and system operations, the SPD shall obtain and maintain and secure all Consents and Approvals required to be obtained and maintained and secured by the SPD and to enable the SPD to perform such obligations as required under PPA and RFP.
- iv. **Interconnection with DISCOM:** The interconnection of the Project with the network of the DISCOM shall be made as per the technical standards for connectivity of distributed generated resources regulations as may be notified by the concerned authority. The interconnection of the Project shall be as per the provisions of the Regulations/ Guidelines issued by the concerned authority.
- v. **Health and Safety:** The SPD shall take all necessary and reasonable safety precautions with respect to providing the installation work, solar energy, and system operations that shall comply with all Applicable Laws pertaining to the health and safety of persons and real and personal property.

67. SOLAR POWER DEVELOPER'S REPRESENTATIVES

67.1. During the subsistence of this PPA, the SPD undertakes to respond to all questions, concerns and complaints of the Procurer and Nodal Agency regarding the Project in a prompt and efficient manner. The SPD designates the following individual as its representative pertaining to performance of this PPA for the period from Effective date till last Unit COD:

Name:

Telephone:

E-mail:

67.2. The SPD designates the following individual as its representative and primary point of

contact pertaining to performance of this PPA following the last Unit COD till

Expiry Date: Name: _____ – Project Manager

Telephone: +91 _____

E-mail: _____

68. PROCURER'S COVENANTS

68.1. Procurer covenants and agrees to the following:

i. **Notice of Damage or Emergency:** Procurer shall (a) promptly notify the SPD if it becomes aware of any damage to or loss of the use of the Project or that could reasonably be expected to adversely affect the Project; (b) immediately notify the SPD once it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the Project or the Premises.

ii. **Consents:** The Procurer shall cooperate with the SPD to obtain such approvals, permits, rebates or other financial incentives including those required for installation of Project at the Premises and to draw/ consume/ sell solar energy. However, it would be sole responsibility of SPD to obtain such approvals, permits, rebates or other financial incentives including those required for installation of Project at the Premises and to draw/ consume/ sell solar energy.

The Procurer should grant similar access/grants/licenses to the Lenders and Lenders Representative to enable them smooth access to the site for site inspection.

a. In cases, where the Procurer and Building Owner are different, then similar undertaking for access to premises in favor of Lenders has to be provided by the Building Owner.

iii. **Access to Premises, Grant of Licenses:** Procurer hereby grants to the SPD a license co-terminus with the Term of PPA, containing all the rights necessary for the SPD to use and occupy portions of the Premises for the installation, operation and maintenance of the Project pursuant to the terms of this PPA, including ingress and egress rights to the Premises for the SPD and its employees, agents, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the Project with the Premises' electrical wiring with the consent and approval of the Procurer's authorized representative identified by the Procurer.

iv. **Security:** Procurer shall be responsible for maintaining the physical security of the Premises. Procurer will not conduct activities on, in or about the Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the Project.

a. Regardless of whether Procurer is owner of the Premises or leases the

shall have access to the Premises and Project during the Term of this PPA and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, and (b) neither Procurer nor Procurer's owner will interfere or handle any of the SPD's equipment or the Project without written authorization from the SPD.

- v. **Temporary storage space during installation or removal:** Procurer shall provide sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the installation work, Project operations or Project removal, and access for rigging and material handling.
- vi. **Storage space during O&M period:** Procurer shall provide some space, if required, for keeping minimum tools and tackles compulsory for O &M activities, from Commissioning to Expiry Date. Also, if required, minimum necessary equipment shall be kept at or near the Premises, with due permission from Procurer.
- vii. **Sunlight Easements:** Procurer will take all reasonable actions as necessary to prevent other buildings, structures or flora from overshadowing or otherwise blocking access of sunlight to the Project, including but not limited to such actions as may be reasonably necessary to obtain a solar access easement for such purpose.
 - a. In the event that the Procurer fails to ensure adequate space for Project to ensure that other structures within his premises do not partially or wholly shade any part of the Project and if such shading occurs, the SPD may apply for Deemed Generation furnishing the calculation for loss in revenue due to such shading supported by the relevant data, which shall be approved by Procurer within one month of submission failing which the SPD shall claim provisional Deemed Generation till the issue is finally settled. In case, Procurer requested to shift the Project within the Premises to reduce/minimize the impact of shading then complete cost of shifting shall be borne by the Procurer. The costing would be as per latest Standard of Rates (SOR) published by concerned DISCOM for similar works;
 - b. In the event that the Procurer fails to ensure adequate space for Project to ensure that other structures outside his premises do not partially or wholly shade any part of the Project and if such shading occurs, the SPD may apply for 80% of Deemed Generation furnishing the calculation for loss in revenue due to such shading supported by the relevant data, which shall be approved by Procurer within one month of submission failing which the SPD shall claim provisional Deemed Generation till the issue is finally settled. In case, Procurer requested to shift the Project within the Premises to reduce/minimize the impact of shading then 80% of cost of shifting shall be borne by the Procurer and remaining will be borne by SPD. The costing would be as per latest Standard of Rates (SOR) published by concerned DISCOM for similar works.
- viii. **Evacuation:** Procurer shall offtake 100% of the solar energy generated, as per PPA Capacity as agreed under this PPA, from the Delivery Point(s), and pay all invoices raised by the SPD under this PPA by the Due Date and pay interest on delayed payments, if any, as per this PPA.
- ix. **Water:** SPD shall arrange water, as per the requirements of the SPD, for periodic cleaning of the solar panels. The raw water connection point may be provided by

Procurer at site but water bill or charges against such connection shall be borne by SPD and to be mutually agreed between the Parties.

69. PROCURER'S REPRESENTATIVES

- 69.1. During the subsistence of this PPA, the Procurer undertakes to respond to all questions, concerns and complaints of the SPD regarding the Project in a prompt and efficient manner. The Procurer designates the following individual as its representative pertaining to performance of this PPA during the Term of PPA:

Name: _____

Telephone: _____,

E-mail: _____

ASSIGNMENTS AND CHARGES

70. ASSIGNMENTS

- 70.1. This PPA shall be binding upon and inure to the benefit of the Parties and their respective successor and permitted assign. This PPA shall not be assigned by any Party other than by mutual consent between the Parties to be provided and evidenced in writing.
- 70.2. Provided that, respective successor or permitted assign shall meet eligibility criteria as per RFP and shall not be inferior, in any respect, to the concerned Party.
- 70.3. Provided that, Procurer shall permit assignment of any of SPD's rights and obligations under this PPA in favour of lenders of the SPD, if required under the Financing agreement.
- 70.4. Provided that, such consent shall not be withheld if Procurer seeks to transfer to any transferee all of its rights and obligations under this PPA.
- 70.5. Provided further that any successor or permitted assign identified after mutual PPA between the Parties may be required to execute a new PPA on the same terms and conditions as are included in this PPA.

71. PERMITTED CHARGES

- 71.1. SPD will have right to create encumbrance on the Project during the term of this contract.
- 71.2. SPD shall not create or permit to subsist any encumbrance over all or any of its rights and benefits under this PPA, other than as set forth in Article 70.

GOVERNING LAW AND DISPUTE RESOLUTION

72. GOVERNING LAW

- 72.1. This PPA shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this PPA shall be under the jurisdiction of appropriate courts in Bhopal/ Jabalpur/ Indore.

73. AMICABLE SETTLEMENT

- 73.1. Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with PPA or RFP ("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
- 73.2. The other Party shall, within thirty (30) Days of issue of Dispute Notice issued under Article 73.1, furnish:
- i. Counterclaim and defences, if any, regarding the Dispute; and
 - ii. all written material in support of its defences and counterclaim.
- 73.3. Within thirty (30) Days of issue of Dispute Notice by any Party pursuant to Article 73.1 if the other Party does not furnish any counter claim or defence under Article 73.2 or thirty (30) Days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet amicably to settle such Dispute. If the Parties fail to resolve the Dispute amicably within thirty (30) Days from the later of the dates mentioned in this Article 73.3, the Dispute shall be referred for dispute resolution in accordance with Article 74.

74. DISPUTE RESOLUTION

- 74.1. In case of dispute with DISCOM related to Net-Meter, SPD shall seek Appropriate Commission help and other parties will extend their full support in getting favourable decision;
- 74.2. In case of Disputed Bills, it shall be open to the aggrieved Party to approach the district level coordination committee (DLC), Nodal Agency and/or Court for dispute resolution in accordance with settled Law and also for interim orders protecting its interest and the Parties shall be bound by the decision of the Nodal Agency/ Court.

Dispute Resolution by the DLC and Nodal Agency

- 74.3. In case of any dispute involving SPD and Procurer, it would be referred to district level coordination committee (DLC) for amicable resolution. If unresolved at DLC level, the matter would be referred to Nodal Agency.
- 74.4. Nodal Agency can be approached by either Party for settlement of a dispute, not limited the following :

- i. Where any Dispute (i) arises from a claim made by any Party for 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 Nodal Agency, such Dispute shall be submitted to the Nodal Agency.

Dispute Resolution through Arbitration

- 74.4. Dispute shall be resolved by arbitration under the provisions of the “Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983”, as amended, as under, provided not settled amicably as per this Article 74. In such events, any party to such Dispute may refer the matter to registrar under the Rules of the Indian Council of Arbitration:
- i. The Arbitration Tribunal shall consist of three (3) Arbitrators. Each party shall appoint one Arbitrator within thirty (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 thirty (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 Bhopal/ Jabalpur/ Indore. 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.
 - vi. Procurer shall be entitled to co-opt DISCOMs as a supporting party in such arbitration proceedings.

75. PARTIES TO PERFORM OBLIGATIONS

- 75.1. Notwithstanding the existence of any Dispute and difference referred to the Arbitration Tribunal as provided in Article 74 and save as 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 PPA or RFP.

SUBSTITUTION RIGHTS OF LENDERS

76. SUBSTITUTION OF THE SOLAR POWER DEVELOPER

- 76.1. Subject to the terms of the PPA, upon occurrence of an SPD Event of Default under the PPA, the Lenders shall, have the right to seek substitution of the SPD by a Selectee, meeting or exceeding eligibility criteria as per PPA or/ and RFP, for the residual period of the PPA, for the purposes of securing the payments of the Total Debt Amount from the SPD and performing the obligations of the SPD, in accordance with the provisions of this Article.
- 76.2. The Lenders may seek to exercise right of substitution by an amendment or novation of the PPA and other Project Documents executed between Procurer and the SPD in favour of the Selectee, Procurer and the SPD shall cooperate with the Lenders to carry out such substitution.

77. PROCURER PRELIMINARY DEFAULT NOTICE

- 77.1. Procurer shall, simultaneously to delivering a Procurer Preliminary Default Notice to the SPD, also issue a copy of it to the Lenders.

78. SUBSTITUTION NOTICE

- 78.1. In the event of failure of the SPD to rectify the Event of Default giving rise to Procurer Preliminary Default Notice, the lenders, upon receipt of a written advice from Procurer confirming such failure, either on their own or through its representative ("the Lenders' Representative") shall be entitled to notify Procurer and the SPD of the intention of the Lenders to substitute the SPD by the Selectee, meeting or exceeding eligibility criteria as per PPA or/ and RFP, for the residual period of the PPA (the "Substitution Notice").

79. INTERIM OPERATION OF PROJECT

- 79.1. On receipt of a Substitution Notice, no further action shall be taken by any Party to terminate the PPA, except under and in accordance with the terms of this Article of this PPA.
- 79.2. On issue of a Substitution Notice, the Lenders shall have the right to request Procurer to enter upon and takeover the Project for the interim and till the substitution of the Selectee is complete and to otherwise take all such steps as are necessary for the continued operation and maintenance of the Project, including levy, collection and appropriation of payments there under, subject to, the servicing of monies owed in respect of the Total Debt Amount as per the Financing agreements and the SPD shall completely cooperate in any such takeover of the Project by Procurer. If Procurer, at its sole and exclusive discretion agrees to enter upon and takeover the Project, till substitution of the Selectee in accordance with this PPA, Procurer shall be compensated for rendering such services in accordance with Article 83 herein.
- 79.3. If Procurer refuses to take over the Project on request by the Lenders in accordance with Article 79.2 above, the SPD shall have the duty and obligation to continue to operate the

Project in accordance with the PPA till such time as the Selectee is finally substituted under Article 81.10 hereof.

- 79.4. The Lenders and Procurer shall, simultaneously have the right to commence the process of substitution of the SPD by the Selectee in accordance with these terms and the SPD hereby irrevocably consents to the same.

80. PROCESS OF SUBSTITUTION OF SOLAR POWER DEVELOPER

- 80.1. The Lenders' Representative may, on delivery of a Substitution Notice notify Procurer and the SPD on behalf of all the Lenders about the Lenders' decision to invite and negotiate, at the cost of the Lenders, offers from third parties to act as Selectee, either through private negotiations or public auction and / or a tender process, for the residual period of the PPA. Subject to and upon approval of, such Selectee shall be entitled to receive all the rights of the SPD and shall undertake all the obligations of the SPD under the PPA and other Project Documents executed between the SPD and Procurer, in accordance with these terms of substitution.
- 80.2. The Lenders and the SPD shall ensure that, upon Procurer approving the Selectee, the SPD shall transfer absolutely and irrevocably, the ownership of the Project to such Selectee simultaneously with the amendment or novation of the PPA and other Project Documents executed between the SPD and Procurer in favour of the Selectee as mentioned in Article 76.2.

81. MODALITY FOR SUBSTITUTION

Criteria for selection of the Selectee:

- 81.1. The Lenders and / or the Lenders' Representative shall in addition to any other criteria that they may deem fit and necessary, apply the following criteria in the selection of the Selectee:
- i. if the SPD is proposed to be substituted during the Construction Period, the Selectee shall possess the financial capability used to pre-qualify bidders in the RFQ stage (including the methodology prescribed therein) to perform and discharge all the residual duties, obligations and liabilities of the under the PPA. If the SPD is proposed to be substituted during the Operation Period, these criteria shall not be applicable.
 - ii. the Selectee shall have the capability and shall unconditionally consent to assume the liability for the payment and discharge of dues, if any, of the SPD to Procurer under and in accordance with the PPA and also payment of the Total Debt Amount to the Lenders upon terms and conditions as agreed to between the Selectee and the Lenders;
 - iii. the Selectee shall have not been in breach of any PPA between the Selectee and any Bank or any Lender or between the Selectee and Procurer, involving sums greater than Rupees fifty (50) lakhs at any time in the last two (2) Contract Years as on the date of the substitution of the SPD.
 - iv. any other appropriate criteria, whereby continuity in the performance of the

Selectee's obligations under the PPA is maintained and the security in favour of the Lenders under the Financing agreements is preserved.

Modalities

The following modalities shall be applicable to any substitution of the SPD by the Selectee pursuant to this PPA:

- 81.2. The Lenders' Representative shall on behalf of the Lenders propose to Procurer (the "Proposal") pursuant to Article 81.3 below, the name of the Selectee for acceptance, seeking:
- i. grant of all the rights and obligations under the PPA and the other Project Documents executed between Procurer and the SPD, to the Selectee (as substitute for the SPD);
 - ii. amendment of the PPA and the other Project Documents executed between Procurer and the SPD, to the effect that the aforementioned grant to the Selectee, shall be such that the rights and obligations assumed by the Selectee are on the same terms and conditions for the residual period of the PPA as existed in respect of the SPD under the original PPA and the other Project Documents executed between Procurer and the SPD; and
 - iii. the execution of new PPAs as necessary, by the proposed Selectee for the residual period of the PPA on the same terms and conditions as are included in this PPA.
- 81.3. The Proposal shall contain the particulars and information in respect of the Selectee the data and information as any of Procurer may reasonably require. Procurer may intimate any additional requirement within thirty (30) Days of the date of receipt of the Proposal.
- 81.4. The Proposal shall be accompanied by an unconditional undertaking by the Selectee that it shall, upon approval by Procurer of the Proposal:
- i. observe, comply, perform and fulfil the terms, conditions and covenants of the PPA and all Project Documents executed between SPD and Procurer or a new power purchase PPA or respective Project Document (in the case of the novation thereof), which according to the terms therein are required to be observed, complied with, performed and fulfilled by the SPD, as if such Selectee was the SPD originally named under the PPA; or the respective Project Document; and
 - ii. be liable for and shall assume, discharge and pay the Total Debt Amount or then outstanding dues to the Lenders under and in accordance with the Financing agreements or in any other manner agreed to by the Lenders and Procurer as if such Selectee was the SPD originally named under such Financing agreements.
- 81.5. At any time prior to taking a decision in respect of the Proposal received under Article 81, Procurer may require the Lender / Lenders' Representative to satisfy it as to the eligibility of the Selectee. The decision of Procurer as to acceptance or rejection of the Selectee, shall be made reasonably and when made shall be final, conclusive and binding on the Parties.

81.6. Procurer shall convey its approval or disapproval of such Proposal to the Lender / Lender's Representative. Such decision shall be made by Procurer at their reasonably exercised discretion within twenty-one (21) Days of:

- i. the date of receipt of the Proposal by the Procurers; or
- ii. the date when the last of further and other information and clarifications in respect of any data, particulars or information included in the Proposal requested by any of Procurer under Article 81 above is received; whichever is later.

If there is no decision is made within twenty-one (21) Days, it shall be considered as deemed approval.

81.7. Notwithstanding anything to the contrary mentioned in this PPA, the approval of the Procurer for the Selectee shall not be withheld in case the Selectee meets the criteria mentioned in Article 81.

81.8. Upon approval of the Proposal and the Selectee by Procurer, the Selectee mentioned in the Proposal shall become the Selectee hereunder.

81.9. Following the rejection of a Proposal, the Lenders and/or the Lenders' Representative shall have the right to submit a fresh Proposal, proposing another Selectee (if the rejection was on the grounds of an inappropriate third party proposed as Selectee) within sixty (60) Days of receipt of communication regarding rejection of the Selectee previously proposed. The provisions of this Article shall apply mutatis mutandis to such fresh Proposal.

81.10. The substitution of the SPD by the Selectee shall be deemed to be complete upon the Selectee executing all necessary documents and writings with or in favour of the SPD, Procurer and the Lenders so as to give full effect to the terms and conditions of the substitution, subject to which the Selectee has been accepted by the Lenders and Procurer and upon transfer of ownership and complete possession of the Project by Procurer or the SPD, as the case may be, to the Selectee. Procurer shall novate all the Project Documents, which they had entered in to with the SPD in order to make the substitution of the SPD by the Selectee effective. The quantum and manner of payment of the consideration payable by the Selectee to the SPD towards purchase of the Project and assumption of all the rights and obligations of the SPD under the PPA and the Project Documents as mentioned in this PPA shall be entirely between the SPD, Selectee and the Lenders and Procurer shall in no way be responsible to bear the same.

81.11. Upon the substitution becoming effective pursuant to Article 81.10 above, all the rights of the SPD under the PPA shall cease to exist:

Provided that, nothing contained in this Article shall prejudice any pending / subsisting claims of the SPD against a Procurer or any claim of Procurer against the erstwhile SPD or the Selectee.

81.12. The Selectee shall, subject to the terms and conditions of the substitution, have a period of ninety (90) Days to rectify any breach and / or default of the SPD subsisting on the date of substitution and required to be rectified and shall incur the liability or consequence on account of any previous breach and / or default of the SPD.

- 81.13. The decision of the Lenders and Procurer in the selection of the Selectee shall be final and binding on the SPD and shall be deemed to have been made with the concurrence of the SPD. The SPD expressly waives all rights to object or to challenge such selection and appointment of the Selectee on any ground whatsoever.
- 81.14. The Lenders shall be solely and exclusively responsible for obtaining any and all consents/approvals or cooperation, which may be required to be obtained from the SPD under this PPA and Procurer shall not be liable for the same.
- 81.15. All actions of the Lenders' Representative hereunder shall be deemed to be on behalf of the Lenders and shall be binding upon them. The Lenders' Representative shall be authorised to receive payment of compensation and any other payments, including the consideration for transfer, if any, in accordance with the Proposal and the Financing agreements and shall be bound to give valid discharge on behalf of all the Lenders.

82. SOLAR POWER DEVELOPER'S WAIVER

- 82.1. The SPD irrevocably agrees and consents (to the extent to which applicable law may require such consent) to any actions of the Lenders, the Lender's Representative and Procurer or exercise of their rights under and in accordance with these terms.
- 82.2. The SPD irrevocably agrees and consents (to the extent to which applicable law may require such consents) that from the date specified in Article 81, it shall cease to have any rights under the PPA or the Financing agreements other than those expressly stated therein.
- 82.3. The SPD warrants and covenants that any PPA entered into by it, in relation to the Project, shall include a legally enforceable clause providing for automatic novation of such PPA in favour of the Selectee, at the option of the Lenders or Procurer. The SPD further warrants and covenants that, in respect of any PPAs which have already been executed in relation to the Project and which lack a legally enforceable clause providing for automatic novation of such PPA, the SPD shall procure an amendment in the concluded PPA to incorporate such clause.

83. INTERIM PROTECTION OF SERVICE AND PRESERVATION OF SECURITY

Appointment of a Receiver

- 83.1. In every case of the Lenders issuing a Substitution Notice and Procurer refusing to take over the Project and the SPD failing to operate the Project in accordance with Article 79 above and Procurer not electing to act as Receiver as per Article 83 below, the Lenders may institute protective legal proceedings for appointment of a receiver (the "Receiver") to maintain, preserve and protect the assets held as security by the Lenders if such right is granted under the terms of the Financing agreements.
- 83.2. Provided that in event of Procurer refusing to take over the Project and the SPD failing to operate the Project in accordance with Article 79 above, and if the assets of the Project are, in the opinion of Procurer, necessary and required for the operation and maintenance of the Project, Procurer shall be entitled to elect to act as the Receiver for the purposes of this Article and be entitled to maintain, preserve and protect the said assets by engaging an operator/service provider to act on their behalf and the Lenders and SPD hereby consent and agree to the same. Upon Procurer so intimating the SPD

and the Lender's representative their desire to act as Receiver, the SPD and the Lender's representative shall co-operate with Procurer to facilitate the same.

83.3. Upon appointment of the Court appointed Receiver or Procurer acting as Receiver, all the Receivables received by such Receiver shall be deposited by the Receiver in the bank account jointly designated by PROCURER and the Lenders. The Receiver shall be responsible for protecting the assets in receivership and shall render a true and proper account of the receivership to the lenders in accordance with the terms of its appointment.

83.4. When acting as a Receiver or operator in accordance with this Article 83 or Article 79, Procurer shall be entitled to be remunerated for such services as may be determined by Central Electricity Regulatory Commission. Furthermore, when acting as a Receiver, Procurer shall not be liable to the Lenders, the Lenders' Representative, SPD or any third party for any default under the PPA, damage or loss to the Power Station or for any other reason whatsoever, except for wilful default of Procurer.

84. SUBSTITUTION CONSIDERATION

84.1. The Lenders and Procurer shall be entitled to appropriate any consideration received for the substitution of the SPD as hereinabove provided, from the Selectee towards the payment of Lenders' and Procurer's respective dues, to the exclusion of the SPD.

84.2. The SPD shall be deemed to have nominated, constituted and appoints the Lenders' Representative as its constituted attorney for doing all acts, deeds and things as may be required to be done for the substitution of the SPD by the Selectee pursuant to these terms.

85. CHANGE IN LENDERS

85.1. The Parties hereto acknowledge that during the subsistence of the PPA, it is possible that any Lender may cease to remain as a Lender by reason of repayment of the debt or otherwise. Further it may possible that any Lender may be substituted, or a new Lender may be added. In the event of any Lender ceasing to be a party to the PPA or Financing agreement respectively, the term and conditions as prescribed in this Articles shall cease to automatically apply to such Lender as the case may be. Further, upon any entity being added as a Lender and in the event such entity is given the right to substitute the SPD under the Financing agreement and then the contents of this Article shall be applicable to the exercise of such right by the said new entity.

REPRESENTATIONS & WARRANTIES

86. REPRESENTATIONS AND WARRANTIES OF PROCURER

- 86.1. Procurer hereby represents and warrants to and agrees with the SPD as follows and acknowledges and confirms that the SPD is relying on such representations and warranties in connection with the transactions described in this PPA:
- 86.2. Procurer has all requisite powers authorising and has been duly authorised to execute and consummate this PPA;
- 86.3. This PPA is enforceable against Procurer in accordance with its terms;
- 86.4. The consummation of the transactions contemplated by this PPA on the part of Procurer will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, PPA, license, permit, evidence of indebtedness, restriction, or other contract to which Procurer is a party or to which Procurer is bound, which violation, default or power has not been waived;
- 86.5. Procurer is not insolvent, and no insolvency proceedings have been instituted, nor threatened or pending by or against Procurer;
- 86.6. There are no actions, suits, claims, proceedings or investigations pending or, to the best of Procurer's knowledge, threatened in writing against Procurer at law, in equity, or otherwise, and whether civil or criminal in nature, before or by, any court, commission, arbitrator or governmental agency or authority, and there are no outstanding judgements, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially adversely affect its ability to comply with its obligations under this PPA.
- 86.7. Procurer makes all the representations and warranties above to be valid as on the Execution Date of the PPA.

87. REPRESENTATIONS AND WARRANTIES OF THE SOLAR POWER DEVELOPER

- 87.1. The SPD hereby represents and warrants to and agrees with Procurer as follows and acknowledges and confirms that Procurer is relying on such representations and warranties in connection with the transactions described in this PPA.
- 87.2. The SPD has all requisite power authorising and has been duly authorised to execute and consummate this PPA;
- 87.3. This PPA is enforceable against the SPD in accordance with its terms;
- 87.4. The consummation of the transactions contemplated by this PPA on the part of the SPD will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, PPA, license, permit, evidence of indebtedness, restriction, or other contract to which the SPD is a party or to which the SPD is bound which violation, default or power has not been waived;
- 87.5. The SPD is not insolvent, and no insolvency proceedings have been instituted, or not threatened or pending by or against the SPD.
- 87.6. There are no actions, suits, claims, proceedings or investigations pending or, to the best of SPD's knowledge, threatened in writing against the SPD at law, in equity, or otherwise,

and whether civil or criminal in nature, before or by, any court, commission, arbitrator or governmental agency or authority, and there are no outstanding judgements, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially adversely affect its ability to execute the Project or to comply with its obligations under this PPA.

The SPD makes all the representations and warranties above to be valid as on the Execution Date of the PPA.

MISCELLANEOUS PROVISIONS

88. AMENDMENT

88.1. This PPA may be amended or supplemented by a written PPA between the Parties or their successor and permitted assign and after duly obtaining the approval of the Appropriate authority, if necessary and relevant except in the two situations wherein.

- i. PPA capacity may be amended through the SCHEDULE 5: LETTER FROM NODAL AGENCY CONFIRMING THE CAPACITY issued by the Nodal Agency in the favour of SPD and Procurer both.
- ii. PPA tariff may be amended through the SCHEDULE 6: LETTER FROM NODAL AGENCY CONFIRMING COD AND APPLICABLE TARIFF issued by the Nodal Agency in the favour of SPD and Procurer both.

89. THIRD PARTY BENEFICIARIES

89.1. This PPA 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 PPA.

90. INDUSTRY STANDARD

90.1. Except as otherwise set forth herein, for the purpose of the PPA the normal standards of performance within the solar photovoltaic power generation industry in the relevant market shall be the measure of whether a Party's performance is reasonably and timely. Unless expressly defined herein, words having well-known technical or trade meaning or under popular market practice at the time of execution of PPA or meaning under Law shall be so construed.

91. WAIVER

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

91.2. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this PPA 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 PPA, which shall remain in full force and effect.

92. ENTIRETY

92.1. This PPA and the Schedules/ Annexures along with the Letter issued by the Nodal Agency in the SCHEDULE 5: LETTER FROM NODAL AGENCY CONFIRMING THE CAPACITY and SCHEDULE 6: LETTER FROM NODAL AGENCY CONFIRMING COD AND APPLICABLE TARIFF format are intended by the Parties as the final expression

of their PPA and are intended also as a complete and exclusive statement of the terms of their PPA.

- 92.2. Except as provided in this PPA, all prior written or oral understandings, offers or other communications of every kind pertaining to this PPA or the sale or purchase of solar energy under this PPA to Procurer by the SPD shall stand superseded and abrogated.

93. CONFIDENTIALITY

- 93.1. The Parties undertake to hold in confidence this PPA and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:
- i. to their professional advisors;
 - ii. 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
 - iii. disclosures required under Law.
 - iv. without the prior written consent of the other Party.
- 93.2. Provided that the SPD agrees and acknowledges that Procurer may at any time, disclose the terms and conditions of the PPA and the Project Documents to any person, to the extent stipulated under the Law.

94. AFFIRMATION

- 94.1. The SPD and Procurer, each affirm that:
- i. neither it nor its respective directors, employees, or agents has paid or undertaken to pay or shall in the future pay any unlawful commission, bribe, pay- off or kick-back; and
 - ii. it has not in any other manner paid any sums, whether in Indian currency or foreign currency and whether in India or abroad to the other Party to procure this PPA, and the SPD and Procurer hereby undertake not to engage in any similar acts during the Term of PPA.

95. SEVERABILITY

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

96. NO PARTNERSHIP

- 96.1. None of the provisions of this PPA shall constitute a partnership or agency or any such similar relationship between the SPD and Procurer.

97. NOTICES

- 97.1. All notices or other communications which are required to be given under this PPA shall be in writing and in the English language.
- 97.2. If to the SPD, 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 address(es) below:

Address :

Attention :

Email :

Fax. No. :

Telephone No.

:

- 97.3. If to Procurer, 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:

Address :

Attention :

Email :

Fax. No. :

Telephone No. :

- 97.4. All notices or communications given by e-mail or 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.

- 97.5. 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.

98. LANGUAGE

- 98.1. All correspondence and communications between the Parties relating to this PPA and all other documentation to be prepared and supplied under the PPA shall be written in English, and the PPA shall be construed and interpreted in accordance with English language convention and practice.

- 98.2. If any of the correspondence, communications or documents is prepared in any language other than English, the English translation of such correspondence, communications or documents shall prevail in matters of interpretation.

99. BREACH OF OBLIGATIONS

- 99.1. The Parties acknowledge that a breach of any of the obligations contained herein would result in injuries as per Law. The Parties further acknowledge that the amount of the Liquidated Damages or the method of calculating the Liquidated Damages specified in this PPA is a genuine and reasonable pre-estimate of the damages that may be suffered by the non-defaulting party in each case specified under this PPA.

100. NOMINATION RESTRICTION

- 100.1. Notwithstanding anything contained to the contrary in this PPA, wherever a reference is made to the right of a Procurer to nominate a third Party to receive benefits under this PPA, such third party shall have a financial standing comparable to that of Procurer.

101. COMMERCIAL ACTS

- 101.1. Procurer and SPD unconditionally and irrevocably agree that the execution, delivery and performance by each of them of this PPA to which it is a Party constitute private and commercial acts rather than public or governmental acts.

102. RESTRICTION OF SHAREHOLDERS / OWNERS' LIABILITY

- 102.1. 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 PPA. Further, the financial liabilities of the shareholder/s of each Party to this PPA, in such Party, shall be restricted to the extent provided in relevant Section of the Indian Companies Act, 1956 or 2013 as amended or replaced.
- 102.2. The provisions of this Article 102 shall supersede any other prior PPA or understanding, whether oral or written, that may be existing between Procurer, SPD, shareholders/ owners of the SPD or shareholders/ owners of Procurer before the date of this PPA, regarding the subject matter of this PPA.

103. NO CONSEQUENTIAL OR INDIRECT LOSSES

- 103.1. The liability of the SPD and Procurer shall be limited to that explicitly provided in this PPA. Provided that notwithstanding anything contained in this PPA, under no event shall Procurer or the SPD claim from one another any indirect or consequential losses or damages.

104. INDEPENDENT ENTITY

- 104.1. The SPD shall be an independent entity performing its obligations pursuant to the PPA or/ and RFP.
- 104.2. Subject to the provisions of the PPA or/ and RFP, the SPD shall be solely responsible for the manner in which its obligations under this PPA or/ and RFP are to be performed. All employees and representatives of the SPD or contractors engaged by the SPD in connection with the performance of the PPA or/ and RFP shall be under the complete control of the SPD and shall not be deemed to be employees, representatives, contractors of Procurer and nothing contained in the PPA or/ and RFP or in any PPA or contract awarded by the SPD shall be construed to create any contractual relationship between any such employees, representatives or contractors and Procurer.

105. TAXES AND DUTIES

- 105.1. The SPD shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the SPD, contractors or their employees, which are required to be paid by the SPD as per the Law in relation to the execution of the PPA or/ and RFP and for generation/ supply/ sale of solar energy as per the terms of this PPA or/ and RFP.
- 105.2. Procurer shall be indemnified and held harmless by the SPD against any claims that may be made against Procurer in relation to the matters set out in Article 105.1. Procurer shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging

any obligation of the SPD by Procurer on behalf of SPD.

- 105.3. The financial bid should include all taxes and duties etc., if any. SPD shall be entirely responsible for all taxes, duties, license fees, etc. However, if any new change in tax/duty and cess is effected in the period after the Bid Deadline as per the RFP and any time during the period of Agreement, the same will be passed on by the SPD to the Procurer as determined by the Nodal Agency/ Competent Authority.

106. COMPLIANCE WITH LAW

- 106.1. Despite anything contained in this PPA but without prejudice to this Article, if any provision of this PPA shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made there under, such provision of this PPA 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.

107. LEASING OF PROJECT OR UNIT(S) THEREOF

- 107.1. Procurer may Lease out Project or Unit(s) of it to a Leasee following due process. In such eventualities, below mentioned shall be applicable:
- a) A back to back contractual arrangement would be made between Leasee and SPD to give effect to terms and conditions of this PPA as relevant for the Project or concerned Unit(s). Such contractual arrangement would provide that, among others, applicability of Articles 34 to 43 of this PPA would be between SPD and Leasee i.e. tariff, payments and settlement, among others, would be transacted directly between Leasee, not Procurer, and SPD.
 - b) Above said contractual arrangement between Leasee and SPD would be a part of **Lease Agreement** between Leasee and Procurer.
 - c) The Procurer shall ensure that terms and conditions of Lease Agreement or subsequent contractual arrangement pursuant to (a) above shall not create a position of Disadvantage for SPD when compared to those enjoyed by the SPD under this PPA.
- 107.2. Notwithstanding above, it would be responsibility of Procurer to ensure payment security of SPD through appropriate mechanism for all times.

108. BENCHMARK COST

- 108.1. Unless updated before bid submission, shall mean the latest of benchmark costs as declared by MNRE for rooftop projects or capex considered by SERC in its latest tariff orders for solar project, under any of its prevalent schemes, whichever is latest available as on Bid Deadline.

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

For and on behalf of [Procurer]

For and on behalf of [Solar Power Developer]

Name:

Designation:

Address:

Name: Designation:

Address:

Signature with seal

Witness:

1.

2.

Signature with seal Witness:

1.

2.

SCHEDULE 1: SCOPE OF WORK

1. Details of work

- 1.1. Designing, engineering, supply, finance, installation and Commissioning of Project as per standard design and specifications and connecting up to existing Mains/ACDB and interfacing internal electrical loads of Project with licensee's network/electrical loads with O&M for period of twenty five (25) Contract Years for Sale of Solar Power to the Procurer. SPD would have to take approval for the interfacing the Project with Grid/Electrical Loads of every location from DISCOM/ CEIG, applicable. O&M for twenty-five (25) Contract Year shall be required for each of the Project.
- 1.2. SPD shall be responsible for all the works related to Commissioning and O&M for twenty-five (25) Contract Years of Project. In no case, Procurer or Nodal Agency shall be responsible to pay or bear an increase in tariff for any work related to Project except for the cases (i) where PPA requires additional payment towards additional work related to Commissioning of Project but not in the scope of SPD (ii) in case of Change in Law events and (iii) where there is a change in configuration of the project from the Standard Mounting Configuration to a mix of various Mounting Structure Configurations as described in Cl 6 hereunder.
- 1.3. It is clarified that the Project awarded would not include energy storage with rooftop solar project. However, if Procurer desires to have such arrangement, it would need to pay separately for the battery storage, and associated change in design and civil and electrical works. Such arrangement would not affect the tariff discovered for sale of power.

2. The scope of work shall also include the following:

- 2.1. A layout plan of the site should be submitted to the Inspecting Authority, appointed by the Nodal Agency clearly indicating the identified location for installation of SPV modules & control room, where control panels shall be installed;
- 2.2. Detailed planning of time bound smooth execution of Project;
- 2.3. System Acceptance Testing for the successful Commissioning of the Project;
- 2.4. O&M of the Project for twenty-five (25) Contract Year to assure faultless operation, and inventory maintenance; Supply of Power from Commissioning to Termination or for twenty-five (25) Contract Years, whichever is later;
- 2.5. Coverage of risk liability of all personnel associated with implementation and realization of the Project;
- 2.6. The SPD shall maintain sufficient inventory of the spare parts to ensure that the Project is functional during the term of PPA;
- 2.7. The SPD is responsible for the waterproofing of the roof disturbed/ pierced for installation of Project for the O&M period of first three (3) Contract Years. The SPD should immediately take necessary action to repair any damage to the water proofing.

However, in such situations, SPD shall bear any loss or damage to Project and rectify the same within reasonable timeframe but any generation loss in such eventualities shall not be passed on to Procurer. If SPD fails to do required water proofing within seven (7) Days from the day of identification of issue, Procurer may get the same done at prevailing market rate and SPD shall reimburse the same to Procurer. If the SPD fails to reimburse the expenses to the Procurer, then such expenses shall be adjusted by the Procurer from the Monthly Bills of the subsequent Months.

- 2.8. SPD shall be responsible for O&M of the Project from COD, till the completion of twenty-five (25) Contract Years. Installation of the Project as Type 1 (Solar Rooftop Project with less than equal to one (1) meter elevation of smaller leg of mounting structure (Standard Mounting Configuration)

3. Internal electrification:

- 3.1. Inspection of the existing electrical network of each of the Project;
2. Inspection of the Project in respect of its interfacing with licensee network/identified electrical load;
 3. Preparation and submission of electrical drawing for the site with quantity of material required;
 4. Obtaining prior approval of the work and drawing from Inspecting Authority, appointed by the Nodal Agency;
 5. Execution of the work in accordance with the norms and regulation directives for Commissioning of the Project to the satisfaction of the Nodal Agency and the Procurer;

4. Grid connection:

- 4.1. The SPD shall be responsible for synchronization of the Project with licensee's network under the relevant regulations and Madhya Pradesh Policy for Decentralized Renewable Energy Systems, 2016 as amended from time to time.
- 4.2. Connectivity of Project with the licensee's network;
- 4.3. Commissioning of the Project as applicable.

5. Metering and grid connectivity:

- 5.1. Metering and grid connectivity of the Project would be the responsibility of the SPD in accordance with the prevailing guidelines of the concerned DISCOM and / or CEA and net metering provisions in the state of MP. Nodal Agency and Procurer may facilitate in the process; however, the entire responsibility lies only with the SPD. The cost of required meters shall be borne by SPD. This includes purchase of net meters in case of supply through Category I under Madhya Pradesh Policy for Decentralized Renewable Energy System, 2016.
2. In case of Category I and Category III systems, the SPD shall install the Generation Meter separately near the output of Inverter or at each Delivery Point under both the Category Project and Net-Meter shall be located in place of present DISCOM's metering system.
3. Meters and metering equipment shall be tested as per provision of MPERC and as per

IS 14697 at CPRI or at any NABL accredited lab before installation at site on the cost of SPD and should be properly sealed in the presence of designated authority from MPUVNL at the time of installation.

4. The accuracy class, current rating and certifications of the net meter and generation meter shall confirm with the standards for net meter and standards for generation meter under the concerned Regulations/ Rules/ Policy including Madhya Pradesh Policy for Decentralized Renewable Energy System, 2016 and any subsequent amendment.

6. Mounting Structure:

In case the SPD desires to do the full capacity of the Project as per the Standard Mounting Configuration (Type 1) defined below in the Mounting Structure Configurations table, then SPD should bear the associated cost of civil and electrical infrastructure.

However, in case where SPD has assessed that PPA Capacity based on Type 1 configuration alone is not feasible on the roof of the Procurer's premises, then the SPD is allowed to propose a mix of configuration. In such cases, SPD may be required to change the PPA Capacity or modify the configuration of the Project based on the availability of rooftop, ground, parking lot or places where elevated structure is required in the premise of the procurer. Hence, there are multiple arrangements in which a Project could be Commissioned having PPA capacity deployed as a mix of various configurations as provided in the Mounting Structure Configurations table. In such cases, the revised Tariff of the PPA for the Project shall be determined on the basis of the following formula:

Revised Tariff = L1 Tariff x (1 + Increment factor) {rounded off to three decimal places}

Increment factor = (% of PPA Capacity as T1 x 0%) + (% of PPA Capacity as T2 x 4.87%) + (% of capacity as T3 x 1.68%) + (% of capacity as T4 x 6.38%)

Solar Rooftop Project with less than equal to one (1) meter elevation of smaller leg of mounting structure	Type 1 (T1)
Solar Rooftop Project with structure having elevation more than one (1) meter and less than three (3) meter elevation	Type 2 (T2)
Solar Ground Mounted Project within the premises with less than equal to one (1) meter elevation of smaller leg of	Type 3 (T3)
Solar Ground Mounted Project within the premises with more than one (1) meter and less than three (3) meter elevation of	Type 4 (T4)

Illustration:

Project is configured in the following fashion: T1 – 35%, T2 – 22%, T3 – 16% & T4 –

27%

Increment Factor = $35\% \times 0\% + 22\% \times 4.87\% + 16\% \times 1.68\% + 27\% \times 6.38\% = 3.0628\%$

Say the discovered L1 tariff is INR 3.515,

Revised Tariff would be = $3.515 \times (1 + 3.0628\%) = \text{INR } 3.623$ (Revised Tariff shall be rounded off to three decimal places)

7. Insurance:

The SPD shall also take insurance for third party liability covering loss of human life, engineers and workmen and also covering the risks of damage, theft of material/ equipment/ properties after completion of the work(s). Before commencement of the work, the SPD shall ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work. Liquidation, Death, Bankruptcy etc., shall be the responsibility of SPD.

8. Warranty and guarantees:

- 8.1. The SPD shall warrant that the goods supplied under this Agreement are new, unused, of the most recent or latest technology and incorporate all recent improvements in design and materials as per standards specified in the technical specifications of this RFP. The SPD shall provide warranty covering the rectification of any and all defects in the design of equipment, materials and workmanship including spare parts for a period of twenty-five (25) Contract Years.
- 8.2. The responsibility of operation of warranty and guarantee clauses and claims/ settlement of issues arising out of said clauses shall be responsibility of the SPD and Nodal Agency will not be responsible in any way for any claims whatsoever on account of the above.

9. Type and quality of materials and workmanship:

- 9.1. The design, engineering, manufacture, supply, installation, commissioning and performance of the equipment shall be in accordance with latest/ appropriate IEC/Indian Standards as detailed in the technical specifications of this RFP or its subsequent amendments. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE/ CEA/ electricity regulators/ Nodal Agency shall be used. All the relevant test certifications must be kept valid up to one (1) Year from the COD of the Project.
- 9.2. The specifications of the components should meet the technical specifications mentioned in this PPA.
- 9.3. Any supplies which have not been specifically mentioned in this PPA but which are necessary during construction and/or O&M period of the Project shall be provided by the SPD without any extra cost and within the time schedule for efficient and smooth construction and O&M of the Project.

10. Construction of control room etc.

Construction of control room or any other relative civil work essential for Commissioning of Project;

11. Additional works

1. Additional civil, structural or electrical works which are so required/desired to be undertaken by the Procurer for the Project and which are not covered in the scope of work, shall be done by the SPD after obtaining concurrence of the Procurer on its design, drawing and estimate cost of such additional works shall be computed on the basis of SOR of Government agencies including PWD for Civil and DISCOM for Electrical. Cost of additional works shall be decided mutually between SPD and Procurer but in any case it should not exceed the SOR rates. A copy of actual cost and the SOR rates assessed for additional work shall be submitted to MPUVNL for approval. Additional works may include but not limited to;
2. Laying of additional length of cable and accessories if the complete space/rooftop provided is more than 500 meters away from the DISCOM metering point.
3. Requirement of additional/specific design of structure, as desired by Procurer in deviation with the design provided by the SPD, to accommodate solar panels on rooftop, ground or on any existing structure/ construction/body.
4. Construction of approach to the rooftop/place of installation.
5. Unless otherwise agreed between the Parties, the SPD shall not do (a) chipping of rooftop; or (b) disturb water proofing of roof (c) carry out any other modification of the Premises without the written consent of the Procurer. One-time cost for strengthening of Premise to the extent required for setting up Solar PV Project during construction shall be borne by Procurer. In case of any ambiguity, SPD and Procurer shall involve Nodal Agency to get the clarity on the roof strengthening works. Cost of repair or maintenance of Premise to the extent required for the Solar PV Project, during the O&M of Project, shall be the responsibility of SPD, other than cost required for water proofing. The cost for water proofing will be the responsibility of SPD for a period of first three (3) Contract Years.
6. In case of any ambiguity over any specific works, SPD and Procurer shall involve Nodal Agency to get the clarity on the additional works.

12. Provision of sign board

SPD will have to provide sign board of dimension 8'x4' (M.S. sheet size 4'x3' of 16 gauge, M.S. angle 40x40x5 mm with essential bracing & adequate grouting with PCC 1:3:6 i/c painting & writing) at each site with complete specification & matter will be provided to the SPD with PPA.

13. Commissioning

1. Commissioning would be as per Article 29 of PPA.
2. Procurer may purchase power produced after the Commissioning at Tariff as applicable according to the tariff schedule of the PPA, on the condition that SPD shall follow all laws and regulation while providing solar power.

SCHEDULE 2: TECHNICAL SPECIFICATIONS

The proposed Project shall be completed as per the technical specifications given below.

The SPD are hereby advised to take a note of the draft guidelines issued by MNRE dated 09- 08- 2016 or any amendments thereof in respect of minimum technical requirements, quality standards, best practices and specifications for grid connected roof top PV systems in addition to technical parameters mentioned in this RFP and comply accordingly.

1. Parameters

A Project consists of SPV array, Module Mounting Structure, Power Conditioning Unit (PCU) consisting of Maximum Power Point Tracker (MPPT), charge controller (if required), Inverter, Controls & Protections, interconnect cables and switches. PV Array should be mounted on a suitable structure. Project should be designed with necessary features to synchronize with the grid power. Components and parts used in the Project including the PV modules, metallic structures, cables, junction box, switches, PCUs etc., should conform to the BIS or IEC or international specifications, wherever such specifications are available and applicable.

1. PROJECT SHALL CONSIST OF FOLLOWING EQUIPMENT/ COMPONENTS:

1.1. Solar Photovoltaic Modules

- 1.1.1. The PV modules used should be made in India and must qualify to the latest edition of IEC PV module qualification test or equivalent BIS standards Crystalline Silicon Solar Cell Modules IEC 61215/IS14286. In addition, the modules must conform to IEC 61730 Part 1- requirements for construction & Part 2 – requirements for testing, for safety qualification or equivalent IS.
- 1.1.2. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701/IS 61701. The total solar PV array capacity should not be less than allocated capacity kW) and should comprise of solar crystalline modules of minimum 250 Wp and above wattage. Module capacity less than minimum 250 Wp should not be accepted.
- 1.1.3. Protective devices against surges at the PV module shall be provided. Low voltage drop bypass diodes shall be provided.
- 1.1.4. PV modules must be tested and approved by one of the IEC authorized test centers. The module frame shall be made of corrosion resistant materials, having Pre-galvanized/ anodized Aluminum or superior material (after approval from MNRE)
- 1.1.5. The SPD shall carefully design & accommodate requisite numbers of the modules to achieve the rated power in his Bid.
- 1.1.6. Other general requirement for the PV modules and subsystems shall be the following:
 - a) The rated output power of any supplied module shall have tolerance of +/- 3%.
 - b) The peak-power point voltage and the peak-power point current of any supplied module and/or any module string (series connected modules) shall not vary by more than 2 (two) per cent from the respective arithmetic means for all modules and/or for all module strings, as the case may be.
 - c) The module shall be provided with a junction box with either provision of external screw terminal connection or sealed type and with arrangement for provision of by-

pass diode. The box shall have hinged, weather-proof lid with captive screws and cable gland entry points or may be of sealed type and IP- 65 rated.

1.1.7. Modules deployed 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).

- a) Name of the manufacturer of the PV module
- b) Name of the manufacturer of Solar Cells.
- c) Month & year of the manufacture (separate for solar cells and modules)
- d) Country of origin (for solar cells)
- e) I-V curve for the module Wattage, I_m , V_m and FF for the module
- f) Unique Serial No and Model No of the module
- g) Date and year of obtaining IEC PV module qualification certificate.
- h) Name of the test lab issuing IEC certificate.
- i) Other relevant information on traceability of solar cells and module as per ISO 9001 and ISO 14001

1.1.8. **Warranties**

a. Material Warranty

Material Warranty is defined as:

The manufacturer should warrant the Solar Module(s) to be free from the defects and/or failures specified below for a Period as specified in MNRE guidelines from the date of COD.

Defects and/or failures due to manufacturing Defects

and/or failures due to quality of materials

Non-conformity to specifications due to faulty manufacturing and/or inspection processes. If the solar Module(s) fails to conform to this warranty, the manufacturer will replace the solar module(s)

b. Performance Warranty

The predicted electrical degradation of power generated not exceeding 20% of the minimum rated power over the twenty-five (25) Year period and not more than 10% at the end of tenth (10^{th}) Year of the full rated original output.

1.2. **Array Structure**

1.2.1. Hot dip galvanized MS/ Pre-galvanized/ Anodized Aluminium or superior material (after approval from MNRE) mounting structures may be used for mounting the modules/ panels/arrays. Each structure should have angle of inclination as per the site conditions to take maximum insulation. However, to accommodate more capacity the angle inclination may be reduced until the Project meets the specified performance ratio requirements.

1.2.2. The Mounting structure shall be so designed to withstand the speed for the wind zone of the location where a Project is proposed to be installed (for minimum wind

speed of 150 km/hour). Suitable fastening arrangement that do not require drilling in rooftops should be adopted to secure the installation against the specific wind speed.

- 1.2.3. The mounting structure steel shall be as per latest IS 2062: 1992 and galvanization of the mounting structure shall be in compliance of latest IS 4759.
- 1.2.4. Structural material shall be corrosion resistant and electrolytically compatible with the materials used in the module frame, its fasteners, nuts and bolts. Aluminium structures also can be used, that can withstand the wind speed of respective wind zone. Necessary protection towards rusting need to be provided either by coating or anodization.
- 1.2.5. The fasteners used should be made up of stainless steel. The structures shall be designed to allow easy replacement of any module. The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SPV panels
- 1.2.6. Regarding civil structures the SPD need to take care of the load bearing capacity of the roof and need arrange suitable structures based on the quality of roof. The total load of the structure (when installed with PV modules) on the terrace should be less than 60 kg/m^2 .
- 1.2.7. The minimum clearance of the structure from the roof level should be 300 mm.

1.3. Junction Boxes (JBS) Based on System Design Requirements

- 1.3.1. The junction boxes are to be provided in the PV array for termination of connecting cables. The J. Boxes (JBs) shall be made of GRP/FRP/Powder Coated Aluminium/cast aluminium alloy with full dust, water & vermin proof arrangement. All wires/cables must be terminated through cable lugs. The JB's shall be such that input & output termination can be made through suitable cable glands.
- 1.3.2. Copper bus bars/terminal blocks housed in the junction box with suitable termination threads conforming to IP65 standard and IEC 62208 Hinged door with EPDM rubber gasket to prevent water entry. Single / double compression cable glands with provision of earthings. It should be placed at 5 feet or suitable height for ease of accessibility.
- 1.3.3. Each Junction Box shall have High quality Suitable capacity Metal Oxide Varistors (MOVs) / SPDs, suitable Reverse Blocking Diodes. The Junction Boxes shall have suitable arrangement monitoring and disconnection for each of the groups.
- 1.3.4. Suitable markings shall be provided on the bus bar for easy identification and the cable ferrules must be fitted at the cable termination points for identification

1.4. DC Distribution Board Based on System Design Requirements

- 1.4.1. DC Distribution panel to receive the DC output from the array field.
- 1.4.2. DC DPBs shall have sheet from enclosure of dust & vermin proof conform to IP 65 protection. The bus bars are made of copper of desired size. Suitable capacity MCBs/MCCB shall be provided for controlling the DC power output to the PCU along with necessary surge arrestors.

1.5. AC Distribution Panel Board

- 1.5.1. AC Distribution Panel Board (DPB) shall control the AC power from PCU/ inverter and should have necessary surge arrestors. Interconnection from ACDB to mains at LT Bus bar while in grid tied mode.
- 1.5.2. All switches and the circuit breakers, connectors should conform to IEC 60947, part I, II and III/ IS60947 part I, II and III.
- 1.5.3. The changeover switches, cabling work should be undertaken by the SPD as part of the project.
- 1.5.4. All the Panel's shall be metal clad, totally enclosed, rigid, floor mounted, air - insulated, cubical type suitable for operation on three phase / single phase, 415 or 230 volts, 50 Hz.
- 1.5.5. The panels shall be designed for minimum expected ambient temperature of 45 degree Celsius, 80 percent humidity and dusty weather.
- 1.5.6. All indoor panels will have protection of IP54 or better. All outdoor panels will have protection of IP65 or better.
- 1.5.7. Should conform to Indian Electricity Act and rules (till last amendment).
- 1.5.8. All the 415 AC or 230 volts devices / equipment like bus support insulators, circuit breakers, SPDs, VTs etc., mounted inside the switchgear shall be suitable for continuous operation and satisfactory performance under the following supply conditions:-

Variation in supply voltage	+/- 10 %
Variation in supply frequency	+/- 3 Hz

1.5.9. PCU/Array Size Ratio

- a) The combined DC wattage of all inverters should not be less than rated capacity of Project under STC.
- b) Maximum power point tracker shall be integrated in the PCU/inverter to maximize energy drawn from the array.

1.5.10. PCU/ Inverter

- a) As SPV array produce direct current electricity, it is necessary to convert this direct current into alternating current and adjust the voltage levels to match the grid voltage. Conversion shall be achieved using an electronic Inverter and the associated control and protection devices. All these components of the Project are termed the "Power Conditioning Unit (PCU)". In addition, the PCU shall also house MPPT (Maximum Power Point Tracker), an interface between Solar PV array & the Inverter, to the PCU/inverter should also be DG set interactive. The PCU should also have provision of charge controller in case of systems. If necessary. Inverter output should be compatible with the grid frequency. Typical technical features of the inverter shall be as follows:

- Switching devices: IGBT/MOSFET

- Control Microprocessor /DSP
 - Nominal AC output voltage and frequency: 415V, 3 Phase, 50 Hz (In case single phase inverters are offered, suitable arrangement for balancing the phases must be made.)
 - Output frequency: 50 Hz
 - Grid Frequency Synchronization range: + 3 Hz or more
 - Ambient temperature considered: -20° C to 50° C
 - Humidity: 95 % Non-condensing
 - Protection of Enclosure: IP-20(Minimum) for indoor: IP-65(Minimum) for outdoor.
 - Grid Frequency Tolerance range: + 3 or more
 - Grid Voltage tolerance: - 20% & + 15 %
 - Inverter efficiency(minimum): >98% (In case of 10kW or above)
 - Inverter efficiency (minimum): > 93% (In case of less than 10 kW)
 - THD: < 3%
 - PF: > 0.9
- b) Three phase PCU/ inverter shall be used as required.
- c) PCU/inverter shall be capable of complete automatic operation including wake-up, synchronization & shutdown.
- d) The output of power factor of PCU inverter is suitable for all voltage ranges or sink of reactive power; inverter should have internal protection arrangement against any sustainable fault in feeder line and against the lightning on feeder.
- e) Built-in meter and data logger to monitor Project performance retrievable through external computer shall be provided.
- f) The power conditioning units/inverters should comply with applicable IEC/ equivalent BIS standard for efficiency measurements and environmental tests as per standard codes IEC 61683/IS 61683 and IEC 60068- 2(1,2,14,30)/Equivalent BIS Std.
- g) The charge controller (if any) / MPPT units environmental testing should qualify IEC 60068-2(1, 2, 14, 30)/Equivalent BIS standard. The junction boxes/ enclosures should be IP 65(for outdoor)/ IP 54 (indoor) and as per IEC 529 specifications.
- h) The PCU/ inverters should be tested from the MNRE approved test centres/NABL/BIS/IEC accredited testing-calibration laboratories. In case of imported power conditioning units, these should be approved by international test houses.

1.6. Integration of PV Power with Grid

1.6.1. For better grid interaction and functioning of Project, the following arrangement shall be ensured by SPD:

- a) Project should have appropriate instruments installed at solar panel output, inverter

and load to facilitate minute-wise recording and storage of monthly data (voltage, current, generation, consumption and grid injection) for twelve (12) Months of energy flow at various nodes.

- b) In case of network failure, or low or high voltage, Project shall go under islanding mode but not be out of synchronization so far as its operation with connected load is concerned. The supply from Project to the load points would be resumed, once the DG set comes into service, Project shall again be synchronised with DG supply and load requirement would be met to the extent of availability of power. 4 pole isolation of inverter output with respect to the grid/ DG power connection need to be provided.
- c) The Project commissioned under the Madhya Pradesh Policy for Decentralised Renewable Energy Systems, 2016 as amended from time to time, shall be provided with reverse protection relays in order to prevent reverse flow of active power into the Grid. The relay and devices used for such arrangement shall be of relevant standards.

1.7. Data Acquisition System / Project Monitoring

- 1.7.1. Data Acquisition System shall be provided for each of the solar PV Project.
- 1.7.2. Data Logging Provision for Project control and monitoring, time and date stamped system data logs for analysis computer for data monitoring, metering and instrumentation for display of systems parameters and status indication to be provided. The time integration period of data will be maximum of 15 minutes.
- 1.7.3. The following parameters should be accessible via the operating interface display in real time separately for Project:
 - a) AC Voltage
 - b) AC Output current.
 - c) Output Power
 - d) Power factor
 - e) DC Input Voltage
 - f) DC Input Current
 - g) Time Active
 - h) Time disabled
 - i) Time Idle
 - j) Power produced
 - k) Protective function limits (Viz-AC Over voltage, AC Under voltage, Over frequency, Under frequency ground fault, PV starting voltage, PV stopping voltage).
- 1.7.4. All major parameters available on the digital bus and logging facility for energy auditing through the internal microprocessor and read on the digital front panel at any time) and logging facility (the current values, previous values for up to a Year and the average values) should be made available for energy auditing through the internal microprocessor and should be read on the digital front panel.
- 1.7.5. String and array DC Voltage, Current and Power, Inverter AC output voltage and

current (All 3 phases and lines), AC power (Active, Reactive and Apparent), Power Factor and AC energy (All 3 phases and cumulative) and frequency shall be monitored.

- 1.7.6. The data shall be recorded in a common work sheet chronologically date wise. The data file shall be MS Excel compatible. The data shall be represented in both tabular and graphical form.
- 1.7.7. All instantaneous data should be available through RMS.
- 1.7.8. Software shall be provided for USB download and analysis of DC and AC parametric data for individual Project.
- 1.7.9. Provision for Internet monitoring and download of data shall be necessarily incorporated for project.
- 1.7.10. Remote Monitoring and data acquisition through Remote Monitoring System software with latest software/hardware configuration and service connectivity

for online / real time data monitoring/control complete to be supplied and O&M/control to be ensured by the supplier. Provision for interfacing these data on Nodal Agency server and portal in future shall be kept.

1.8. Transformer “If Required” & Metering

- 1.8.1. Dry/oil type appropriate kVA, of transformer Step up along with all protections, switchgears, Vacuum circuit breakers, cables etc. along with required civil work.
- 1.8.2. The SPD must take approval/NOC from the concerned DISCOM for the connectivity, technical feasibility, and synchronization of Project with DISCOM network and submit the same to Nodal Agency before Commissioning Project.
- 1.8.3. Reverse power relay shall be provided by SPD (if necessary), as per the local DISCOM's requirement.

1.9. Power Consumption

- 1.9.1. Regarding the generated power consumption, priority needs to be given for internal consumption first and thereafter any excess power can be exported to the DISCOM network.

1.1.10. Protections

1. The Project should be provided with all necessary protections like earthing, Lightning, and grid islanding as follows:

2. Lightning Protection

- a) The SPV power Project shall be provided with lightning & overvoltage protection of appropriate size. The main aim in this protection shall be to reduce the over voltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc. The entire space occupying the SPV array shall be suitably protected against Lightning by deploying required number of Lightning Arrestors. Lightning protection should be provided as per IEC 62305 standard. The protection against induced high voltages shall be provided by the use of metal oxide varistors (MOVs) and suitable earthing such that induced transients find an alternate route to earth.

3. Surge Protection

- a) Internal surge protection shall consist of three MOV type surge-arrestors connected from +ve and –ve terminals to earth (via Y arrangement).

4. Earthing Protection

- a) Each array structure of the PV yard should be grounded/ earthed properly as per IS:3043-1987. In addition, the lightning arrester/masts should also be earthed inside the array field.

Earth resistance shall not be more than 5 ohms. It shall be ensured that all the earthing points are bonded together to make them at the same potential.

11. Grid Islanding

- 11.1. In the event of a power failure on the electric grid, it is required that any independent power-producing inverters attached to the grid turn off in a short period of time. This prevents the DC-to-AC inverters from continuing to feed power into small sections of the grid, known as “islands.” Powered islands present a risk to workers who may expect the area to be unpowered, and they may also damage grid-tied equipment. The Project shall be equipped with islanding protection. In addition to disconnection from the grid (due to islanding protection) disconnection due to under and over voltage conditions shall also be provided.

- 11.2. A manual disconnects 4pole isolation switch, besides automatic disconnection to grid would have to be provided at utility end to isolate the grid connection by the utility personnel to carry out any maintenance. This switch shall be locked by the utility personnel.

1.1.12.Cables

- 1. Cables of appropriate size to be used in the Project shall have the following characteristics:
 - a) Shall meet IEC 60227/IS 694, IEC 60502/IS1554 standards
 - b) Temp. Range: –10oC to +80oC.
 - c) Voltage rating 660/1000V
 - d) Excellent resistance to heat, cold, water, oil, abrasion, UV radiation
 - e) Flexible
 - f) Sizes of cables between array interconnections, array to junction boxes, junction boxes to Inverter etc. shall be so selected to keep the voltage drop (power loss) of the entire Project to the minimum. The cables (as per IS) should be insulated with a special grade PVC compound formulated for outdoor use.
 - g) Cable Routing/ Marking: All cable/wires are to be routed in a GI cable tray and suitably tagged and marked with proper manner by good quality ferule or by other means so that the cable easily identified.
 - h) The Cable should be so selected that it should be compatible up to the life of the solar PV panels i.e. twenty-five (25) Contract Years.
 - i) The ratings given are approximately, SPD to indicate size and length as per system design requirement. All the cables required for the Project provided by the SPD. All cable schedules/layout drawings approved prior to installation.

- j) Multi Strand, Annealed high conductivity copper/aluminum conductor PVC type 'A' pressure extruded insulation or XLPE insulation. Overall PVC/XLPE insulation for UV protection Armored cable for underground laying. All cable trays including covers to be provided. All cables conform to latest edition of IEC/ equivalent BIS Standards as specified below: BOS item / component
Standard Description Standard Number Cables General Test and Measuring Methods, PVC/XLPE insulated

cables for working Voltage up to and including 1100 V ,UV resistant for outdoor installation IS /IEC 69947.

- k) The size of each type of DC cable selected shall be based on minimum voltage drop.
- l) The size of each type of AC cable selected shall be based on minimum voltage drop however; the maximum drop shall be limited to 2%.
- m) All such external electrical works shall be required to be done as per DISCOMs SOR.
- n) All cables upto main ACDB panel should be of Copper and beyond which can be of Copper/Aluminium cables.

1.1.13.Connectivity

1.1.13.1.The maximum capacity for interconnection with the grid at a specific voltage level shall be as specified in the Distribution Code/Supply Code of the State and amended from time to time. Following criteria have to be followed for selection of voltage level in the DISCOM's network for ready reference of the solar suppliers. The work should be done in compliance with respective regulations and policy.

14. Tools & Tackles and Spares

- 14.1. The requirement of maintaining tools, tackles and spares at site or at service center is left to the discretion of the SPD with a condition that the same would be made available immediately as and when required.
- 14.2. The SPD are advice to ensure a response time of 24 hours and maximum expected turnaround time of 72 hours (under special circumstances, additional time limit may be considered).
- 14.3. Minimum requisite spares to be maintained by the SPD, in case of PCU/inverter comprising of a set of control logic cards, IGBT driver cards etc. Junction Boxes, fuses, MOVs / arrestors, MCCBs etc. along with spare set of PV modules be indicated, shall be maintained at site or at nearest service centre for the entire period of O&M.

15. Danger Boards and Signage

- 15.1. Danger boards should be provided as and where necessary as per IE Act. /IE rules as amended up to date.

16. Fire Extinguishers

- 16.1. The firefighting system for the proposed Project for fire protection shall consist of portable fire extinguishers in the control room for fire caused by electrical short circuits. The installation of Fire Extinguishers should confirm to TAC regulations and BIS standards. The fire extinguishers shall be provided in the control room housing PCUs.

17. Drawings and Manuals

- 17.1. Two sets of Engineering, electrical drawings and Installation and O&M manuals are to be supplied. SPD shall provide complete technical data sheets
for each equipment giving details of the specifications along with make/makes in their bid with basic design of the Project and power evacuation, synchronization as also protection equipment.
- 17.2. Approved ISI and reputed makes for equipment be used.
- 17.3. For complete electro-mechanical works, SPD shall supply complete design, details and drawings to Nodal Agency.

18. Planning and Designing

- 18.1. The SPD should carry out Shadow Analysis at the site and accordingly design strings & arrays layout considering optimal usage of space, material and labour. The SPD should submit the array layout drawings along with Shadow Analysis Report to the designated authority of Nodal Agency.
- 18.2. Nodal Agency reserves the right to modify the landscaping design, Layout and specification of sub-systems and components at any stage as per local site conditions/requirements.
- 18.3. The SPD shall submit preliminary drawing for approval & based on any modification or recommendation, if any. The SPD shall submit one sets and soft copy in CD of final drawing for formal approval to proceed with construction work.

19. Safety Measures

- 19.1. The SPD shall take entire responsibility for electrical safety of the installation(s) including connectivity with the grid and follow all the safety rules & regulations applicable as per Electricity Act, 2003 and CEA guidelines etc.

SCHEDULE 3: TARIFF SCHEDULE

Sr. No.	Project	Type of Institution	Contract Year	RA L1 Tariff of the Project
				Rs. _____
1.			1	

1. Tariff must be applicable for sale of Solar Power to Procurer for the First Contract Year.
2. Tariff shall be escalated by 3% at the start of each Contract Year (second Contract Year onward) till start of 15th year and that would be applicable from second year onwards;
3. The above Tariff is inclusive of any applicable taxes. However, if any new change in tax/duty is effected in the period after the Bid Deadline and any time during the period of Agreement, the same will appropriately addressed as per PPA.
4. Further, for clarification, PPA shall be signed for a Project and Tariff shall remain the same for all Unit(s) of the Project. However, it shall be applicable to respective Unit(s) as per respective dates of Unit COD and in accordance with PPA.

SCHEDULE 4: COD SCHEDULE

COD Schedule from the Effective Date of PPA

S. NO.	MILESTONE (ACTIVITY TO BE PERFORMED)	DAY
1.	PPA EFFECTIVE DATE	T
2.		T + [1 MONTH]
3.		T + [2 MONTH]
4.		T + [3 MONTH]
5.		T + [4 MONTH]
6.		T + [5 MONTH]
7.		T + [6 MONTH]
8.		T + [7 MONTH]
9.		T + [8 MONTH]
10.		T + [9 MONTH]
11.		T + [10 MONTH]
12.		T + [11 MONTH]
13.	SCSD	T + [12 MONTH]

SCHEDULE 5: LETTER FROM NODAL AGENCY CONFIRMING THE CAPACITY

No. MPUVN/GCRT/RESCO-V//2022-23/-----/Group-

Date:

To,

Name of Authorized Signatory of SPD

Designation of Authorized Signatory of SPD

Address of SPD

Sub: Approval for Capacity assessed by you after having performed survey of

Ref:

1. With reference to above, your offer for deployment of solar rooftop Power Plants under RESCO model was found to be lowest in terms of the tariff quoted for sale of power.
2. As per concerned work order pursuant to the LOA referred above, you have undertaken survey of the all the Sites for this project and suggested us the appropriate capacity which could be deployed for this project. Accordingly based on your report, we hereby confirm the capacity of the solar rooftop Power Plants to be deployed as per the details given below:

S. N o.	Name of the Project	Capacity of the SPV System as per the PPA (in kW)	Capacity of the System after survey as per the final Mounting Structure			
			T1	T2	T3	T4

3. The capacity after undertaking the survey for this project shall accordingly replace the capacity for this project as mentioned in the PPA. This letter shall be treated as a part of the PPA. All terms and conditions shall remain same as mentioned in the RFP and PPA signed.

(By order of the Managing Director)

Authorized Signatory
(MPUVNL)

SCHEDULE 6:

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SCHEDULE 7: UNITS DETAILS