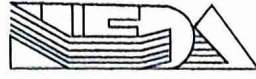


अनुपम शुक्ला

आई.ए.एस.

निदेशक



संख्या- 2107/यूपीनेडा/रेस्को मोड-सामान्य/2024-25

उत्तर प्रदेश नवीन एवं नवीकरणीय  
ऊर्जा विकास अभिकरण

(अतिरिक्त ऊर्जा स्रोत विभाग, उत्तर प्रदेश शासन)

विमूति खण्ड, गोमती नगर, लखनऊ - 226010

दूरभाष: 0522-2720652 फ़ैक्स: 2720779

ई-मेल: dirupneda@gmail.com

दिनांक : 20/07/2024

सेवा में,

समस्त अपर मुख्य सचिव/प्रमुख सचिव,  
उत्तर प्रदेश शासन।

विषय:-सरकारी/अर्द्धसरकारी भवनों पर रेस्को मोड में सोलर रूफटॉप संयंत्रों की स्थापना कराने के सम्बन्ध में।

महोदय,

उ0प्र0 सौर ऊर्जा नीति-2022 के अन्तर्गत सरकारी एवं अर्द्धसरकारी भवनों पर सोलर रूफटॉप संयंत्रों की स्थापना लक्षित है। साथ ही भारत सरकार द्वारा प्रदेश के समस्त सरकारी/अर्द्धसरकारी भवनों पर शत-प्रतिशत सोलर रूफटॉप संयंत्र स्थापित करने के निर्देश हैं। इस क्रम में मुख्य सचिव द्वारा शासनादेश दिनांक: 03.03.2023 (प्रति संलग्न) द्वारा सरकारी भवनों/अर्द्धसरकारी भवनों पर सोलर रूफटॉप की स्थापना के लिए कैपेक्स मोड अथवा रेस्को मोड पर कराये जाने हेतु निर्देशित किया गया है। इसके क्रियान्वयन हेतु यूपीनेडा नोडल एजेन्सी के रूप में कार्यरत है। यूपीनेडा द्वारा रेस्को मोड के माध्यम से 500 मे0वा0 की निविदा पूर्ण कर ली गयी है। रेस्को मोड के अन्तर्गत सोलर रूफटॉप की स्थापना हेतु महत्वपूर्ण बिन्दु निम्नलिखित हैं:-

- 1 रेस्को मोड में विभाग को सोलर रूफटॉप अपने सरकारी भवन पर लगाने में कोई वित्तीय व्यय वहन नहीं करना पड़ेगा। इसका सम्पूर्ण कैपिटल व्यय यूपीनेडा द्वारा इम्पैनल्ड वेण्डर द्वारा वहन किया जाएगा।
- 2 स्थापित सोलर रूफटॉप का ऑपरेशन मेन्टिनेन्स 25 वर्ष तक इम्पैनल्ड वेण्डर द्वारा किया जाएगा।
- 3 विभाग को अपनी सरकारी बिल्डिंग की छत 25 वर्ष तक इस कार्य हेतु देना होगा।
- 4 सरकारी बिल्डिंग का न्यूनतम लोड 25 कि0वा0 एवं अधिकतम लोड 2000 कि0वा0 होना चाहिए।
- 5 रेस्को मोड में सोलर रूफटॉप से उत्पादित विद्युत का टैरिफ एवं उपभोग की हुई विद्युत के आधार पर मासिक बिल रेस्को डेवलपर को देय होगा। इस हेतु विभाग द्वारा डेवलपर के साथ पावर परचेज एग्रीमेन्ट निष्पादित करना होगा। पावर परचेज एग्रीमेन्ट का ड्राफ्ट संलग्न है।
- 6 यूपीनेडा द्वारा 500 मे0वा0 की निविदा में निम्न टैरिफ डिस्कवर किया गया है:-
  1. 25 कि0वा0 से 200 कि0वा0 तक -रू0 4.90 प्रति यूनिट
  2. 200 कि0वा0 से अधिक 2000 कि0वा0 तक -रू0 4.85 प्रति यूनिट
- 7 उपरोक्त टैरिफ विद्युत विभाग के टैरिफ से काफी कम है। विद्युत विभाग द्वारा सरकारी बिल्डिंगों में आपूर्ति की गयी विद्युत की दर लगभग रू0 8 से 8.5 प्रति यूनिट है। अतः सोलर रूफटॉप रेस्को पर लगाना विभागों के लिए वित्तीय बचत के साथ साथ पर्यावरण सुरक्षा भी सुनिश्चित करता है।
- 8 समस्त सरकारी एवं अर्द्धसरकारी बिल्डिंगों पर नेट मीटरिंग की सुविधा अनुमन्य है, जिससे अधिक सौर बिजली उत्पादन होने की दशा में इसे ग्रिड में संग्रहित/बेची जा सकती है, जिसको बिजली विभाग क्रय करेगा। नेट मीटरिंग के अन्तर्गत सायं एवं रात में विभाग द्वारा उपयोग की गयी बिजली

का दिन में उत्पादित एवं ग्रिड में संग्रहित/बेची गयी सौर बिजली का यूनिट आपस में एडजेस्ट होंगे, जिससे विभाग को बिजली बिल में काफी कमी आएगी।

- 9 यूपीनेडा द्वारा बिड की प्रक्रिया में निम्नलिखित वेण्डरों को इम्पैनल किया गया है। विभाग इनमें से किसी भी वेण्डर से सोलर रूफटॉप की स्थापना रेस्को के माध्यम से करवा सकता है।

**कैटेगिरी-1 : 25 से 200 कि०वा० तक**

क्र.सं.	फर्म का नाम	कॉन्टेक्ट पर्सन	मो०नं० एवं ई-मेल
1	मे० कोसुके सर्विस प्रा०लि०, गोमती नगर, लखनऊ-226010	श्रीमती माधवी सिंह	9792971888 madhvisingh@gmail.com
2	मे० एनआरजीवाई 6 सी०-80, शिवाजी पार्क, बेस्ट पंजाबी बाग, नई दिल्ली-110026	श्री आशीष गिरिधर	9711000001 nrgy6pvt@gmail.com
3	मे० लॉर्ड मार्क इण्डस्ट्रीज 13/226, इन्दिरा नगर, लखनऊ-226016	श्री सच्चिदानन्द उपाध्याय	9920227444 offgrid@lordmark.com
4	मे० केएलके वेन्चर्स प्रा०लि०। ए-52, सेक्टर-58, नोएडा-201301	श्री अक्षत जैन	9811046241 jain.akshat@klkindia.com
5	मे० जीपी एडिबेल फूड्स इण्डिया लि०, सी०एफ०, 3/8, साईट-3, पनकी, कानपुर-208022	श्री राहुल गुप्ता	7007689415 infogpediblefoods.in

**कैटेगिरी-2 : 200 से अधिक एवं 2000 कि०वा० तक**

क्र.सं.	फर्म का नाम	कॉन्टेक्ट पर्सन	मो०नं०
1	मे० एचएफएम सोलर 285/192 एस०वी०एफ०एम० कम्पाउण्ड इण्डस्ट्रियल एरिया, ऐशबाग, लखनऊ-226004	श्री ओ०पी० जयपुरिया	9415006375 solarpower@hfmgroup.net
2	मे० ओएमसी पावर ओ/ए-5/189, विनीत खण्ड, नियर हनिमैन चौराहा, गोमती नगर, लखनऊ-226010	श्री अरुन सिंह	8858888880 run.singh@omcpower.com
3	मे० एनआरजीवाई 6 सी०-80, शिवाजी पार्क, बेस्ट पंजाबी बाग, नई दिल्ली-110026	श्री आशीष गिरिधर	9711000001 nrgy6pvt@gmail.com
4	मे० कोसुके सर्विस प्रा०लि० गोमती नगर, लखनऊ-226010	श्रीमती माधवी सिंह	9792971888 madhvisingh@gmail.com
5	मे० केएलके वेन्चर्स प्रा०लि०। ए-52, सेक्टर-58, नोएडा-201301	श्री अक्षत जैन	9811046241 jain.akshat@klkindia.com
6	मे० लॉर्ड मार्क इण्डस्ट्रीज 13/226, इन्दिरा नगर, लखनऊ-226016	श्री सच्चिदानन्द उपाध्याय	9920227444 offgrid@lordmark.com
7	मे० जीपी एडिबेल फूड्स इण्डिया लि०, सी०एफ०, 3/8, साईट-3, पनकी, कानपुर-208022	श्री राहुल गुप्ता	7007689415 infogpediblefoods.in

- 10 समस्त सरकारी बिल्डिंगों पर स्थापित सोलर रूफटॉप संयंत्रों का मासिक सोलर बिल के भुगतान हेतु वित्त विभाग द्वारा विद्युत देय के भौति सेन्द्रलाइज पेमेन्ट की व्यवस्था हेतु शासनादेश सं० 1/2024/ई-10-1/669845/दस-2024-10-10099/22/2022, दिनांक: 21 जून, 2024 आदेश

जारी किया गया है। इस व्यवस्था के अनुसार विभाग की समस्त बिल्डिंगों का मासिक सोलर बिल का भुगतान विभाग द्वारा केन्द्रीकृत रूप से किया जाएगा।

- 11 प्रत्येक विभाग मासिक आधार पर समय से भुगतान करेगा। इसके साथ ही 04 माह का लेटर ऑफ़ क्रेडिट प्रत्येक भवन पर स्थापित सौर ऊर्जा संयंत्र के सापेक्ष भी देनी होगी, जिससे समय से भुगतान न होने पर रेस्को डेवलपर को भुगतान में समस्या न हो।

उक्त के क्रम में निकट भविष्य में मुख्य सचिव की बैठक प्रस्तावित है, जिसके दृष्टिगत कृपया अपने नियंत्रणाधीन सरकारी/अर्द्धसरकारी भवनों में सोलर रूफटॉप संयंत्रों की स्थापना उपरोक्तानुसार अनुमोदित किसी भी फर्म से कराने हेतु पावर परचेज की कार्यवाही को आगे बढ़ाने का कष्ट करें। इस हेतु तकनीकी सहयोग यूपीनेडा द्वारा प्रदान किया जाएगा।

- संलग्नक— 1. मुख्य सचिव द्वारा निर्गत शासनादेश दिनांक 03.03.2023  
2. वित्त विभाग द्वारा निर्गत शासनादेश सं०  
1/2024/ई-10-1/669845/दस-2024-  
10-10099/22/2022, दिनांक: 21 जून, 2024  
3. ड्रॉफ़्ट पावर परचेज एग्रीमेण्ट

भवदीय,

(अनूपम शुक्ला)  
निदेशक, यूपीनेडा।

प्रेषक,

दुर्गा शंकर मिश्र,  
मुख्य सचिव,  
उत्तर प्रदेश शासन ।

सेवा में,

1. अध्यक्ष, राजस्व परिषद, उत्तर प्रदेश ।
2. कृषि उत्पादन आयुक्त, उत्तर प्रदेश ।
3. अवस्थापना एवं औद्योगिक विकास आयुक्त, उत्तर प्रदेश ।
4. समस्त अपर मुख्य सचिव / प्रमुख सचिव / सचिव, उत्तर प्रदेश शासन ।

अतिरिक्त ऊर्जा स्रोत विभाग

दिनांक 03 मार्च, 2023

विषय: प्रदेश के समस्त सरकारी / अर्ध सरकारी भवनों तथा सभी प्रकार के शिक्षण संस्थानों पर सोलर रूफटॉप की स्थापना के सम्बन्ध में।

महोदय,

दिन-प्रतिदिन ऊर्जा की बढ़ती मांग तथा सीमित पारम्परिक ऊर्जा के तेजी से क्षय हो रहे भण्डारों के दृष्टिगत अक्षय ऊर्जा स्रोतों से बढ़ती मांग को पूरा करने के वैश्विक प्रयास किये जा रहे हैं। संस्ती एवं प्रदूषण मुक्त ऊर्जा उपलब्ध कराने के उद्देश्य से सतत ऊर्जा विकास लक्ष्य (एसडीजी गोल-7) के माध्यम से भारत सरकार आगामी 2030 तक कार्बन उत्सर्जन में कमी करते हुए 50 प्रतिशत ऊर्जा निर्भरता नान फासिल फयूल के माध्यम से किये जाने हेतु प्रयासरत है। प्रदेश में नवीकरणीय ऊर्जा स्रोतों के प्रचार-प्रसार एवं उसके उपयोग कर वैकल्पिक ऊर्जा संयंत्रों की स्थापना हेतु अतिरिक्त ऊर्जा स्रोत विभाग, उत्तर प्रदेश शासन के अधीन नवीन एवं नवीकरणीय ऊर्जा विकास अभिकरण, 30प्र0 सरकार की नोडल एजेन्सी के रूप में कार्यरत है। एसडीजी गोल-7 के लक्ष्यों की पूर्ति हेतु सरकारी / अर्ध सरकारी भवनों की खाली छतों पर विद्युत नियामक आयोग द्वारा निर्धारित नियमन के आधार पर ग्रिड संयोजित सोलर रूफटॉप संयंत्रों की स्थापना उचित विकल्प सिद्ध होगा।

2. राज्य सरकार द्वारा अभी हाल में सौर ऊर्जा नीति, 2022 भी प्रख्यापित की गयी है जिसमें सरकारी एवं अर्धसरकारी भवनों तथा सभी प्रकार के शिक्षण संस्थानों पर रूफ टाप सोलर का प्रयोग होने पर कतिपय सुविधायें भी अनुमन्य की गयी हैं। इस सुविधा के उपयोग से बिजली के बिल में भी बचत होगी।
3. सरकारी एवं अर्धसरकारी भवनों तथा सभी प्रकार के शिक्षण संस्थानों पर रूफ टाप सोलर लगवाने के लिए दो विकल्प सुलभ हैं। विभाग या तो स्वयं शासकीय व्यय पर अपने विभागीय बजट व्यवस्था से रूफ टाप सोलर स्थापित करायें या फिर निजी विकासकर्ताओं के माध्यम से रेस्को मोड के अन्तर्गत रूफ टाप सोलर स्थापित करायें। इसके सम्बन्ध में विस्तृत जानकारी नवीन एवं नवीकरणीय ऊर्जा विकास अभिकरण,

1- यह शासनादेश इलेक्ट्रानिकली जारी किया गया है, अतः इस पर हस्ताक्षर की आवश्यकता नहीं है ।

2- इस शासनादेश की प्रमाणिकता वेब साइट <http://shasanadesh.up.nic.in> से सत्यापित की जा सकती है ।

30प्र0 (यू०पी० नेडा) से प्राप्त की जा सकती है। इस बारे में एक संक्षिप्त नोट भी सुलभ सन्दर्भ हेतु संलग्न कर प्रेषित है।

4. इस सम्बन्ध में मुझे आपसे यह कहने का निदेश हुआ है कि आपके विभाग के अधीन सभी सरकारी / अर्द्धसरकारी कार्यालय भवनों तथा सभी प्रकार के शिक्षण संस्थानों में रूफ टाप सोलर लगवाने के लिए मिशन मोड में प्रभावी कार्यवाही कराने का कष्ट करें। इस हेतु किस वर्ष में किस-किस जनपद के किस-किस सरकारी/अर्द्धसरकारी भवनों तथा सभी प्रकार के शिक्षण संस्थानों पर रूफ टाप सोलर लगवाया जाना है, इसे भी अवधारित कर लिया जाये और इस दृष्टिकोण से विभागीय बजट में सुसंगत मद में समुचित प्राविधान समय से करा लिया जाये। इस बारे में जो भी विभागीय रणनीति बनायी जाये उसका विवरण आगामी 15 दिन में अतिरिक्त ऊर्जा विभाग तथा नेडा से साझा किया जाये।

कृपया उपर्युक्तानुसार अग्रेतर कार्यवाही सुनिश्चित कराने का कष्ट करें।

संलग्नक- उपरोक्तानुसार।

भवदीय,

दुर्गा शंकर मिश्र

मुख्य सचिव

संख्या एवं दिनांक तदैव ।

उपर्युक्त की प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषितरू-

1. अपर मुख्य सचिव, वित्त विभाग, उत्तर प्रदेश शासन ।
2. अपर मुख्य सचिव / प्रमुख सचिव उच्च शिक्षा/ माध्यमिक शिक्षा/ बेसिक शिक्षा /प्राविधिक शिक्षा / चिकित्सा शिक्षा/ कृषि शिक्षा, उत्तर प्रदेश शासन ।
3. प्रमुख सचिव, गृह, उत्तर प्रदेश शासन ।
4. पुलिस महानिदेशक, उत्तर प्रदेश ।
5. आयुक्त ग्राम्य विकास, उत्तर प्रदेश।
6. समस्त विभागाध्यक्ष, उत्तर प्रदेश ।
7. समस्त मण्डलायुक्त/जिलाधिकारी / मुख्य विकास अधिकारी, 30प्र0।
8. स्टार्ट ऑफीसर, मुख्य सचिव, 30प्र0 शासन।
9. निदेशक, नेडा, उत्तर प्रदेश को इस आशय से कि कृपया जनपद स्तरीय विभागीय अधिकारियों को इस दिशा में जनपद स्तर पर प्रभावी कार्यवाही एवं अनुश्रवण हेतु निदेशित करने का कष्ट करें तथा सरकार के विभिन्न विभागाध्यक्षों से समन्वय करके उन्हें समुचित मार्गदर्शन भी प्रदान करें।
10. गार्ड फाईल ।

आज्ञा से,

महेश कुमार गुप्ता

अपर मुख्य सचिव

1- यह शासनादेश इलेक्ट्रानिकली जारी किया गया है, अतः इस पर हस्ताक्षर की आवश्यकता नहीं है ।

2- इस शासनादेश की प्रमाणिकता वेब साइट <http://shasanadesh.up.nic.in> से सत्यापित की जा सकती है ।

प्रेषक,

दीपक कुमार,  
अपर मुख्य सचिव,  
उत्तर प्रदेश शासन।

सेवा में,

- (1) प्रमुख सचिव, ऊर्जा विभाग, उत्तर प्रदेश शासन।
- (2) प्रमुख सचिव, अतिरिक्त ऊर्जा स्रोत विभाग, उत्तर प्रदेश शासन।
- (3) समस्त अपर मुख्य सचिव/प्रमुख सचिव/सचिव, उत्तर प्रदेश शासन।
- (4) समस्त विभागाध्यक्ष/कार्यालयाध्यक्ष, उत्तर प्रदेश।

वित्त (व्यय-नियन्त्रण) अनुभाग-10

लेखनऊ: दिनांक: 21 जून, 2024

विषय:- प्रदेश के समस्त सरकारी/अर्द्धसरकारी भवनों पर रेस्को मोड के अन्तर्गत अधिष्ठापित सोलर रूफटॉप संयंत्र से उत्पादित विद्युत के भुगतान के सम्बन्ध में।

महोदय,

विभागों द्वारा उत्तर प्रदेश पावर कारपोरेशन लिमिटेड के विद्युत दरों का केन्द्रीयकृत भुगतान किए जाने विषयक वित्त (व्यय-नियन्त्रण) अनुभाग-10 के शासनादेश संख्या-1/2022/ई-10-1/162757/दस-2022-10-10099/22/2022, दिनांक 05 मई, 2022 एवं शासनादेश संख्या-2/2022/ई-10-1/197718/दस-2022-10-10099/22/2022, दिनांक 03 अगस्त, 2022 तथा शासनादेश संख्या-1/2023-ई-10-1/296220/दस-2023-10-10099/22/2022, दिनांक 30 मार्च, 2023 का कृपया सन्दर्भ ग्रहण करने का कष्ट करें।

2- उपर्युक्त के सम्बन्ध में अतिरिक्त ऊर्जा स्रोत विभाग द्वारा यह अवगत कराया गया है कि प्रदेश के समस्त सरकारी/अर्द्धसरकारी भवनों पर सोलर रूफटॉप संयंत्र स्थापित कराया जाना लक्षित है, जिसके अन्तर्गत रेस्को मोड में संयंत्रों की स्थापना कराई जा रही है। रेस्को मोड के अन्तर्गत कार्यालय के भवनों पर रिन्यूबल इनर्जी सप्लाय कम्पनी (रेस्को) द्वारा अपने वित्तीय निवेश से सोलर रूफटॉप संयंत्रों की स्थापना कराई जाती है। स्थापित संयंत्र का रख-रखाव एवं संचालन पूर्णतः रेस्को द्वारा अनुबन्ध अवधि (25 वर्ष) तक किया जाता है। अनुबन्ध अवधि में उक्त रूफटॉप सोलर संयंत्रों से उत्पादित ऊर्जा का बिल यूपीनेडा के अनुसूचित टैरिफ के आधार पर रेस्को डेवलपर द्वारा सम्बन्धित कार्यालय को प्रस्तुत किया जाएगा, जिसका भुगतान सम्बन्धित विभाग द्वारा रेस्को को किया जाना होगा।

3- सरकारी भवनों के विद्युत बिल का भुगतान केन्द्रीयकृत भुगतान की व्यवस्था में "मानक मद-09-विद्युत देय" में आवंटित धनराशि से साथे उत्तर प्रदेश पावर कारपोरेशन लिमिटेड को किया जाता है, जिसके कारण रेस्को मोड में उत्पादित विद्युत का भुगतान सम्बन्धित विभाग नहीं कर पा रहे हैं। रेस्को मोड में स्थापित संयंत्रों के सापेक्ष डेवलपर का भुगतान समय से हो, इसके दृष्टिगत अतिरिक्त ऊर्जा स्रोत विभाग द्वारा यह प्रस्ताव किया गया है कि जिन विभागों द्वारा सोलर रूफटॉप संयंत्रों की स्थापना रेस्को मोड में कराई गई है, वे रेस्को डेवलपर के बिलों की अनुमानित धनराशि का आकलन कर अनुमानित धनराशि "मानक मद-09-विद्युत देय" में आवंटित धनराशि में से रेस्को के बिलों के भुगतान हेतु आरक्षित कर लेंगे तथा इस

1- यह शासनादेश इलेक्ट्रानिकली जारी किया गया है, अतः इस पर हस्ताक्षर की आवश्यकता नहीं है।

2- इस शासनादेश की प्रमाणिकता वेब साइट <http://shasanadesh.up.gov.in> से सत्यापित की जा सकती है।

धनराशि से रेस्को के बिलों का भुगतान करेंगे। इसकी समीक्षा सम्बन्धित विभागाध्यक्ष एवं यूपीनेडा द्वारा त्रैमासिक आधार पर की जाएगी। इस हेतु यूपीनेडा द्वारा पोर्टल के माध्यम से ससमय भुगतान की समीक्षा की जाएगी।

4- अतिरिक्त ऊर्जा स्रोत विभाग के प्रस्ताव पर सम्यक् विचारोपरान्त यह निर्णय लिया गया है कि प्रदेश के सरकारी/अर्द्धसरकारी भवनों पर रेस्को मोड के अन्तर्गत अधिष्ठापित सोलर रूफटॉप संयंत्र के विद्युत बिलों का भुगतान "मानक मद-09-विद्युत देय" में आवंटित धनराशि से उपरोक्तानुसार किया जाएगा।

5- शासनादेश संख्या-1/2022/ई-10-162757/दस-2022-10-10099/22/2022, दिनांक 05 मई, 2022 उक्त सीमा तक संशोधित समझा जाएगा।

6- कृपया उक्त निर्देशों के अनुसार तत्काल कार्यवाही सुनिश्चित कराने का कष्ट करें।

भवदीय,

दीपक कुमार

अपर मुख्य सचिव ।

पृष्ठांकन संख्या एवं दिनांक तदैव

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित-

- (1) अध्यक्ष, उत्तर प्रदेश पावर कारपोरेशन लिमिटेड, शक्ति भवन, लखनऊ।
- (2) निदेशक, उत्तर प्रदेश नवीन एवं नवीकरणीय ऊर्जा विकास अभिकरण (यूपीनेडा), विभूति खण्ड, गोमती नगर, लखनऊ।
- (3) प्रबन्ध निदेशक, पूर्वांचल/पश्चिमांचल/मध्यांचल/दक्षिणांचल विद्युत वितरण निगम लिमिटेड/केस्को, कानपुर।
- (4) वित्त विभाग, उत्तर प्रदेश शासन के समस्त विशेष सचिव।
- (5) समस्त मुख्य कोषाधिकारी/वरिष्ठ कोषाधिकारी, उत्तर प्रदेश।
- (6) वित्त विभाग के समस्त व्यय-नियन्त्रण अनुभाग।
- (7) ऊर्जा विभाग/अतिरिक्त ऊर्जा स्रोत विभाग, उत्तर प्रदेश शासन।
- (8) गार्ड फाइल।

आज्ञा से,

नील रतन कुमार

विशेष सचिव ।

1- यह शासनादेश इलेक्ट्रानिकली जारी किया गया है, अतः इस पर हस्ताक्षर की आवश्यकता नहीं है।

2- इस शासनादेश की प्रमाणिकता वेब साइट <http://shasanadesh.up.gov.in> से सत्यापित की जा सकती है।

## **Annexure-D**

**Model**

**POWER PURCHASE AGREEMENT (PPA)**

**For**

**PROCUREMENT OF \_\_\_\_\_kW SOLAR POWER ON LONG TERM BASIS**

**(Under RESCO Mode)**

**Between**

\_\_\_\_\_ [Insert Name of Solar  
**Power Developer]**  
**(Solar Power Developer)**

**And**

\_\_\_\_\_  
**(Govt. Building Owner)**

**[Month], 2023**

*Note:- This is model PPA for your reference only, as per mutual agreed between parties terms & conditions may be changed.*



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This Power Purchase Agreement is signed on the xx Day of <Month>of 2023 >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] (herein after 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 Govt. Building Owner], having its registered office at \_\_\_\_\_ [Insert address of the registered office of Govt. Building] (herein after 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.

The Solar Power Developer and Procurer 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. After meeting the eligibility requirements, the Solar Power Developer has been selected by Nodal Agency for development of solar power Project, and generation and sale of solar power to the Procurer.
- C. 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 Grid Connected Rooftop Solar Project for Sale of Solar Power for a period of 25 Operational Years*"

and has been awarded ... .. kW of capacity in as per technical specification & other details of the RFS no ..... dated. .... 2023 and this PPA.

- D. 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's Name).
- E. 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 RFS.
- F. Procurer has agreed to purchase such solar power from Solar Power Developer for consumption within Premise at the RA L1 Tariff through Reverse Auction mechanism conducted by the Nodal Agency. Procurer and SPD have also agreed to pass on the impact on RA L1 Tariff due to a change in law event, if occurred.
- G. Procurer agrees to procure power from the Solar Power Developer up to the PPA Capacity at RA L1 Tariff or revised in line with point F above.
- H. 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

### 1.1 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;
"Agreement"	shall mean the agreement executed thereof between Solar Power Developer ("SPD") and Power Procurer for power purchase, and permission for use of whole Premise or part thereof and other related documents, including the schedules, amendments, modification and supplements made in writing by the parties from time to time;
"Affected Party"	shall have meaning as per Article 1.47.2
"Appropriate Commission"	shall mean the State Electricity Regulatory Commission referred Uttar Pradesh Regulatory Commission(UPERC).
"Bid"	shall mean technical Bid or/ and Financial Bid submitted by a Bidder, in response to RFS, in accordance with the terms and conditions of the RFS;
"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 Lucknow;
"Capacity Utilization Factor" or "CUF"	<p>"shall mean the percentage of power generated and measured at the Metering Point divided by the installed capacity multiplied by the number of hours (8766 Hours) in a calendar year shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2017 as amended from time to time. However for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Contracted Capacity;</p> <p>In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, <math>CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%</math>;</p>

"UPERC"	shall mean the Uttar Pradesh Electricity Regulatory Commission
"Change in Law"	shall have the meaning ascribed thereto in Article 1.52 of this PPA;
"Commissioning"	shall have the meaning ascribed in Article 1.29 of this PPA;
"Commercial Operation Date" or "COD"	shall mean the Day when full PPA Capacity of the Project is commissioned;
"Competent Authority"	shall mean Director of U P N E D A , 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;
"Construction Period"	shall mean the period between the Effective Date and COD of PPA Capacity;
"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 PPA, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;
"Contracted Capacity"	shall mean -----MW (AC) of Solar PV power contracted with Procurer(s) for sale of such power by the SPD (----- MW AC capacity means ----- MW AC output at the delivery point.
"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;
"Designated Bank Account"	Shall mean a bank account opened as stated by the lender which will be used only for transactions related to the assets funded by the lender;
"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 RFS;
"Due Date"	shall have the same meaning ascribed thereto in Article 1.36 of this PPA;
"Effective Date"	shall have the meaning ascribed thereto in Article 1.3 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
"Event of Default"	shall mean the events as defined in Articles 1.55 and 1.56, 1.58 of 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) Operational Years from the Project SCOD, unless terminated earlier in accordance with the terms of this Agreement;
"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 Operational Year”	shall mean the period commencing from COD and expiring at the end of the Calendar Month in which Project completes twelve (12) Months from the COD;
“Force Majeure” or “Force Majeure Event”	shall have the meaning ascribed thereto in Article 1.49 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;
“Indian Governmental Instrumentality”	shall mean the Government of India, Governments of state(s) of Uttar 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 1.44 of
“Invoice” or “Bill”	shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by any of the Parties;
“Late Payment Surcharge”	shall have the meaning ascribed thereto in Article 1.38.1 of this PPA;
“Liquidated Damages or LD”	shall mean the penalty levied on the Solar Power Developer due to any delay in the commencement of supply of solar power from the SCOD or extended SCOD, if any in accordance with Article 1.18; and penalty levied on the Solar Power Developer on non-compliance during the period from Execution Date till the Effective Date in accordance with Article 1.10;
“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

	<p>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:</p> <p>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;</p>
"Letter of Credit" or "LC"	shall have the meaning ascribed thereto under Article 1.41 of this PPA;
"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 RFS; 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, UPERC (Rooftop Solar PV Grid Interactive System Gross / Net Metering) Regulations 2019 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;
"Minimum CUF"	shall mean 15% CUF to be maintained by the Generator for each and every Operational Year. This limit may be relaxed to the extent as permitted by demand and supply side variations as defined in the PPA
"Month(s)"	shall mean a calendar month as per the Gregorian calendar;
"Nodal Agency"	shall mean UP New and Renewable Energy Development Agency (UPNEDA);
"Designated Bank Account"	Shall mean a Bank Account as notified by Nodal Agency which shall be used for transaction with parties under this RFS;
"Operational Year(s)"	shall mean the First Operational Year and thereafter each period of 12 (twelve) Months till the Expiry Date of PPA;
"Party" and "Parties"	shall have the meaning ascribed thereto in the recital to this PPA;
"Payment Security"	shall have the meaning ascribed thereto under Article 1.41 of



Power Purchase Agreement

Mechanism”	PPA;
“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 RFS and which shall include any additional bank guarantee furnished by the Solar Power Developer under this PPA, if any;
“Power Purchase Agreement” or “PPA”	shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof;
“PPA Capacity”	shall mean the total inverter capacity on the AC side of the Project whose capacity is finalized as per Article 1.8.2 and 1.8.3 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 1.57.1 and 1.58.1 of this PPA;
“Premise(s)”	shall mean any land, building or structure or part thereof or combination thereof including any other vacant /non vacant area which is part of the Procurer establishment;
“Power Purchase Agreement” or “PPA”	shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof;
“Procurer(s)”	shall mean the person or company or organization procuring solar power from the Solar Power Developer at competitively determined tariff for at least 25 Operational Years;
“Project(s)”	means grid interactive rooftop solar PV project for which Solar Power Developer has been given responsibility to design, engineering, supply, finance, erection, commissioning and comprehensive operation and maintenance and sale of solar power for a period of 25 Operational Years;
“Project Documents”	shall mean Power Purchase Agreement, Bid documents and any other agreements designated in writing as such, from time to time, by Procurer and the Solar Power Developer;
“Prudent Utility Practices”	shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power generation equipment and which practices, methods and standards shall be adjusted as necessary, to take account of: a. operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be incorporated in the Power station; b. the requirements of Indian Law; and c. the physical conditions at the site of the Project;
“Rebate”	shall have the same meaning as ascribed thereto in Article 1.39 of this PPA;

“RESCO Mode”	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 Operational Years at a tariff determined through mutual arrangement or competitive bidding process;
“RFS”	shall mean Request for Selection No. UPNEDA/NIT/RESCO-500MW-GCRT-Govt.Building/2023 dated 15.12.2023, with all its terms and conditions along with all schedules, Annexure and RFS 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;
“Solar Power Developer” or “SPD”	shall mean the Bidder selected pursuant to the RFS to set up the Project and supply power there from to Procurer as per the terms of PPA or/ and RFS;
“Scheduled Commercial Operation Date” or “SCOD”	shall mean twelve (12) months from signing of agreement with UPNEDA;
“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 1.43;
“Tariff”	shall have the same meaning as provided for under Article 1.34 of
“Tariff Payment”	shall mean the payments to be made under Monthly Bills as referred to under Articles 1.34, 1.35 and the relevant Supplementary Bills in accordance with the Article 1.43;
“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 1.4 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</p> <p>(b) 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</p>

	power has not yet begun, from the most recent date when interest and financing fees were capitalized, and (c) 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);
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;
"Year"	shall mean 365 days or 366 days in case of leap year when February is of 29 Days;

## 1.2 INTERPRETATION

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

- 1.2.1 "PPA" shall be construed as including a reference to its Schedules and/or Appendices and/or Annexure;
- 1.2.2 An "Article", a "Recital", a "Schedule" and a "paragraph / clause" shall be construed as a reference to an Article, a Recital, a Schedule and a paragraph/clause respectively of this PPA;
- 1.2.3 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;
- 1.2.4 A "Crore" means a reference to ten million (10,000,000) and a "Lakh" means a reference to one tenth of a million (1,00,000);
- 1.2.5 An "encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;
- 1.2.6 "Indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 1.2.7 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;

## Power Purchase Agreement

- 1.2.8 "Rupee", "Rupees", "INR" or "Rs" shall denote Indian Rupees, the lawful currency of India;
- 1.2.9 The "winding-up", "dissolution", "insolvency", or "reorganization" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the Law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;
- 1.2.10 Words importing the singular shall include the plural and vice versa;
- 1.2.11 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;
- 1.2.12 A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time;
- 1.2.13 A time of Day shall, save as otherwise provided in any PPA or document be construed as a reference to Indian Standard Time;
- 1.2.14 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;
- 1.2.15 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;
- 1.2.16 All interest, if applicable and payable under this PPA, shall accrue from Day to Day and be calculated on the basis of a Year;
- 1.2.17 The words "hereof" or "herein", if and when used in this PPA shall mean a reference to this PPA;
- 1.2.18 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;
- 1.2.19 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**

### **1.3 EFFECTIVE DATE**

- 1.3.1 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.

### **1.4 TERM OF PPA**

- 1.4.1 This PPA, subject to Article 1.5 and 1.6, shall be valid for a term from the Effective Date until the Expiry Date.

### **1.5 EARLY TERMINATION**

- 1.5.1 This PPA shall terminate before the Expiry Date if either Procurer or Solar Power Developer terminates the PPA pursuant to Article 1.55 to 1.60.

### **1.6 SURVIVAL**

- 1.6.1 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 1.13, 1.44 (Insurance), 1.10 and 1.18 (Liquidated Damages), 1.47 (Force Majeure), 1.55 to 1.58 (Events of Default), 1.59 to 1.60 (Termination), 1.61 to 1.64 (Liability and Indemnification), 1.72 (Governing Law and Dispute Resolution), 1.88 to 1.106 (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

### 1.7 CONDITION PRECEDENT OF THE PROCURER AND THE NODAL AGENCY

- 1.7.1 Procurer shall set up the Payment Security Mechanism as per Article 1.40, within thirty (30) Days from the Execution Date. In case the Procurer is unable to set up the Payment Security, then the Procurer / Nodal Agency within fifteen (15) days from the Execution Date may request for a waiver to set up the Payment Security Mechanism from the SPD. The SPD shall have to respond within fifteen (15) days from the date of request. In case the SPD agrees to provide waiver, the Procurer shall be relieved from this obligation.
- 1.7.2 Procurer shall allocate sufficient shadow free space in its Premise for the PPA Capacity and provide electricity bills of last twenty (24) Months as required by the SPD for the assessment of the exact PPA capacity, within fifteen (15) Days from the Execution Date, to the SPD. Procurer shall allow SPD to visit the Premise for assessment of required space and locating the proposed project. Minimum space provided by Procurer shall be based on one hundred and twenty (120) square feet per kW. SPD may request Procurer for additional space, if required.
- 1.7.3 Pursuant to Article 1.8.2, the Nodal Agency, based on assessment 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.
- 1.7.4 If the Procurer does not state otherwise within fifteen (15) Days of approval by Nodal Agency consequent to Article 1.8.2, the capacity shall be deemed confirmed.
- 1.7.5 This letter shall form an integral part of the PPA and shall be annexed as Annexure- I of the PPA once approved under Article 1.7.3. The capacity mentioned in Annexure- I shall then become the PPA Capacity.
- 1.7.6 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.
- 1.7.7 At the time of net metering application, Procurer shall ensure that there should not be any outstanding electricity dues with the concerned DISCOM.
- 1.7.8 Procurer shall appoint a Special Point of Contact ("SPOC"), with whom the Nodal Agency and the SPD shall directly communicate for the facilitation of the project. Procurer shall share the contact details (Name, Email, Mobile No.) with the Nodal Agency. It is the responsibility of the Procurer to appoint another individual as SPOC in case the previous SPOC is unavailable.
- 1.7.9 Procurer shall have the obligations to fulfill its Condition Precedents listed in Articles 1.7.1, 1.7.2, 1.7.4, 1.7.6, 1.7.7 and 1.7.8 except for the situation where the SPD provides a waiver to the Procurer for the obligation stated in Article 1.7.1.

## **1.8 CONDITION PRECEDENT OF THE SOLAR POWER DEVELOPER**

- 1.8.1 Within thirty (30) Days from the execution date, the SPD shall detailed and comprehensive undertake site survey, assess the available capacity at the concerned Distribution Transformer, analyse last twenty-four (24) Months of electricity bills received from the Procurer.
- 1.8.2 If there is a change in the Project PPA capacity, within two (2) Days from the completion of assessment under Article 1.8.1, 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. The SPD shall have the right to terminate the PPA if the PPA capacity decreases to less than 20 kW. In case SPD chooses to terminate the PPA, SPD should notify the decision within five (5) Days from the completion of assessment under Article 1.8.1. In that case, PBG shall be returned within fifteen (15) Days from the date of Termination under Article 1.9.
- 1.8.3 Once the revised capacity of the PPA is approved by the Nodal Agency and the Procurer pursuant to Articles 1.7.3 and 1.7.6, SPD shall file the Net metering Application within ten (10) Days from the approval by the Procurer under Article 1.7.6.
- 1.8.4 The SPD within five (5) Days of the filing of the application shall be accountable for submission of the copy of the Net-Metering application and the acknowledgment of DISCOM on successful receipt of the application to the Nodal Agency and the Procurer.
- i. The date of submission of copy of Net-Metering application, acknowledgment from DISCOM and after fulfillment of all the Condition Precedents as mentioned in Articles 1.7 and 1.8 above would be termed as Effective Date of the PPA.

## **1.9 CONSEQUENCES OF NON-FULFILMENT OF CONDITIONS PRECEDENT**

- 1.9.1 Unless there is any delay due to the non-compliance of the Nodal Agency and the Procurer to the Article 1.7, if the SPD fails to complete the conditions precedents mentioned in Article 1.8 of this PPA. Nodal Agency shall take necessary actions in line Article 1.10 may forfeit the PBG submitted by the SPD and the PPA may be terminated.
- 1.9.2 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 1.7, it is the responsibility of the SPD to intimate the occurrence of such events to the Nodal Agency within five (5) Days. The Nodal Agency in such case would assess the situation after discussion with both the SPD and Procurer. In case the situation can be rectified and both parties agree to actively resolve the issues, the Nodal Agency may provide an appropriate extension upto a certain date which shall not be more than three (3) months from the Execution Date.
- 1.9.3 If the PBG of revised value as per Article 1.8.3 is not submitted, it shall be considered

as "Refusal to Execute the PPA" and Article 1.10 of the PPA shall be applicable.

- 1.9.4 SPD shall be entitled for an extension for delay on account of the Nodal Agency and the Procurer pursuant to Article 1.9.1 and 1.9.2. 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 1.9.2, shall lead to termination of PPA, and PBG for the Project shall be returned to the SPD.
- 1.9.5 In case of termination of PPA pursuant to Article 1.9.3, 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 1.9.3.

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

The Scheduled Commissioning Date (SCD) for commissioning of the full awarded capacity of the Project shall be the date as on 12 months from signing of agreement with UPNEDA.

The maximum time period allowed for commissioning of the full awarded/ allocated Capacity with applicable liquidated damages, shall be limited to the date as on 6 months from the SCD or the extended SCD (if applicable).

In case of delay in commissioning of total capacity of Project beyond the SCD until the date as on 18 months from award of LoA, as part of liquidated damages, the total PBG amount for the Project shall be encashed on per-day basis. For e.g., if commissioning of the capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (18/180). For the purpose of calculations for penalty, the month shall be considered consisting of 30 days.

i) For Delay in commissioning upto 6 (six) months from Scheduled Commissioning Period, encashment of Performance Bank Guarantee (PBG) on per day basis and proportionate to the capacity not commissioned.

ii) For Delay in commissioning beyond six months from Scheduled Commissioning Period, Successful Bidder Event of Default, as per the RfS, shall be considered to have occurred and the contracted capacity shall stand reduced to the project capacity commissioned upto SCD + 6 (six) months. LoA for balance capacity not commissioned shall be terminated.



## **CONSTRUCTION AND INSTALLATION OF THE SYSTEM**

### **1.11 CONDITION SUBSEQUENT OF THE PROCURER**

- 1.11.1 Provide seal and sign undertakings / acknowledgements / letters / applications and any documentary evidence that supports the SPD in completing its condition subsequent.
- 1.11.2 Provide unrestricted access to SPD and his contractors for construction related activities under this PPA.

### **1.12 CONDITION SUBSEQUENT OF THE SOLAR POWER DEVELOPER**

- 1.12.1 Submit Project design and drawings to the Procurer and Nodal Agency within [thirty (30) /sixty (60)]<sup>1</sup> Days from the Effective Date.
- 1.12.2 SPD shall have sent a written notice, within [thirty (30)/ sixty (60)]<sup>1</sup> Days from the Effective Date, to Procurer and Nodal Agency indicating the major Milestones to achieve the SCOD (in the format provided in SCHEDULE 4: COD SCHEDULE). SPD must mention the progress of Metering application, without failing, in the quarterly progress report, the format for which is provided in the RFS.
- 1.12.3 Successful COD of the Project within the timeline unless there is an extension provided as per Article 1.26 and there are delays attributable to the reasons listed therein.
- 1.12.4 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 duly signed and authorized by the Inspecting Authority appointed by the Nodal Agency;
  - ii. Bill of Material (BoM) along with requisite test reports and relevant certifications;
- 1.12.5 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 COD, whichever is early.

### **1.13 CONSEQUENCES OF NON-FULFILMENT OF CONDITIONS SUBSEQUENT**

- 1.13.1 In case of delay by the Procurer to fulfill any one or more of the conditions specified in Article 1.11 due to any Force Majeure event, the time period for fulfillment of the conditions subsequent as mentioned in Article 1.11 shall be appropriately extended. Further, any delay in the fulfillment of Conditions Subsequent as mentioned under Article 1.11 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

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<sup>1</sup> In all the cases it should be 30 Days except in case this Project belongs to a Project Group where the total number of Projects is more than 100

mentioned in Article 1.12.3. In such cases, SPD must have sent a written notice to Procurer and Nodal Agency for extension in SCOD. Once the SPD gets the appropriate extension in SCOD, SPD shall submit the revised indicative timelines to complete the remaining major milestones along with extended SCOD.

- 1.13.2 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 on behalf of SPD/Procurer as and when it find required and necessary.

#### **1.14 SOLAR POWER DEVELOPER'S OBLIGATIONS**

- 1.14.1 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. In case there would be no impact on SCOD and financials of the Procurer, Nodal Agency may grant an extension maximum up to eight (8) Weeks with satisfactory reasons.
  - 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) Operational Years of Project in accordance with the applicable Law, the Grid Code and the terms and conditions of this PPA and those prescribed in RFS.
  - iv. Providing a timely basis relevant information on Project specifications which may be required for interconnecting Project with the Grid. However, any capital expenses incurred towards grid connection of the Projects shall be borne by

Procurer and shall be carried out by SPD in accordance with technical requirement of relevant rules, regulations and procedures.

- v. save for Article 1.26, commencing the supply of power for the PPA Capacity to Procurer no later than the SCOD and continuance of the supply of power throughout the Term of PPA.
- vi. operate and maintain the Project throughout the Term of PPA free and clear of encumbrances, except those expressly permitted under this PPA.
- vii. maintaining its controlling shareholding prevalent at the time of signing of PPA up to First Operational Year in accordance with the RFS.
- viii. fulfilling all obligations undertaken by the SPD under this PPA, read in conjunction with terms and conditions of RFS;
- ix. 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.
- x. ensure operations of the Project in a prudent utility basis with an objective of regular power supply to Procurer.
- xi. 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.
- xii. submit a quarterly progress report during Construction Period (from Effective Date to COD) to Nodal Agency, copying Procurer, within first seven (7) days of the subsequent month.

#### **1.15 PROCURER'S OBLIGATIONS**

- 1.15.1 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.
- 1.15.2 Provide access to Nodal Agency, SPD and their contractors to the Premises for project COD and for regular operation and maintenance of the Project.
- 1.15.3 Ensure that there is no outstanding electricity dues with the DISCOM it has its connection with during the Construction Period.
- 1.15.4 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.
- 1.15.5 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.
- 1.15.6 Regularly pay bills for power off take as per the Monthly Bills submitted by the SPD.
- 1.15.7 Pay the Termination Payment or any other dues, if required, as per the terms of PPA.

## **1.16 SOLAR POWER DEVELOPER'S CONSTRUCTION RESPONSIBILITIES**

- 1.16.1 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 Operational 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 RFS; and
  - v. Prudent Utility Practices.
- 1.16.2 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 1.17.1 and under no event shall override or contradict the provisions of this PPA and shall not excuse the SPD from the performance of his obligations under this PPA.
- 1.16.3 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 Operational Years in accordance with this PPA/ RFS. The SPD shall provide to the Nodal Agency, with a copy to Procurer, a bill of materials listing the major equipment constituting the Project. Such bill of materials shall be provided while applying for the COD.
  - 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) Operational Years.

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- 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). 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 nine (9) months from Effective Date of this agreement ("SCOD").
- 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. If the SPD is unable to commence supply of solar power to the Procurer by the SCOD, other than for the reasons specified in Article 1.47 or Article 1.56, the SPD shall pay to Procurer Liquidated Damages for the delay in such commencement of supply of solar power as per the RFS and/or PPA.
- ix. 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.

### 1.16.4 Change in Capacity during Construction Period:

- i. After the approval received by SPD under Article 1.7 and 1.8 on PPA Capacity, SPD may request for change in PPA Capacity. 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 SCOD. SPD should detail out the reasons for seeking change in PPA Capacity and timeline extension in SCOD.
- 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 change in PPA Capacity during the Construction Period, every time 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 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 SCOD under the PPA based on the additional work or difficulties in implementation due to site availability.

#### **1.17 LIQUIDATED DAMAGES**

The Successful Bidder shall complete the entire scope of work within 12 months from signing of agreement with UPNEDA in line as per RfS Document.

- a. In case of delay in commissioning of total capacity of Project beyond the SCD until the date as on 18 months from award of LoA, as part of liquidated damages, the total PBG amount for the Project shall be encashed on per-day basis. For e.g., if commissioning of the capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (18/180). For the purpose of calculations for penalty, the month shall be considered consisting of 30 days.
- b. i) For Delay in commissioning upto 6 (six) months from Scheduled Commissioning Period, encashment of Performance Bank Guarantee (PBG) on per day basis and proportionate to the capacity not commissioned.  
ii) For Delay in commissioning beyond six months from Scheduled Commissioning Period, Successful Bidder Event of Default, as per the RfS, shall be considered to have occurred and the contracted capacity shall stand reduced to the project capacity commissioned upto SCD + 6 (six) months. LoA for balance capacity not commissioned shall be terminated.

#### **1.18 MEASURING CUF**

- 1.18.1 SPD shall ensure that all Projects are Remote Monitoring System ("RMS") enabled. The data from such RMS enabled Projects 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.
- 1.18.2 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%.

#### **1.19 PROJECT COMPREHENSIVE OPERATION & MAINTENANCE (O&M)**

- 1.19.1 SPD shall operate and maintain Project, with desired level of performance, during the

Term of PPA, read with terms and conditions of RFS, at its sole cost and expenses; provided, that any repair or maintenance costs incurred by the SPD as a result of Procurer 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 7 A.M. to 7 P.M. or any other time as mutually decided between Procurer and the SPD.

1.19.2 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 RFS.

1.19.3 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 Bidder to ensure proper arrangements for cleaning of panels (at least 2 cycles in a Month) in order to maintain the requisite performance expectations.

## **1.20 SOLAR POWER DEVELOPER'S DEFECT LIABILITY**

1.20.1 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.

1.20.2 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.

## **1.21 PROJECT DISRUPTIONS**

### **1.21.1 Unavailability of Premises**

- i. If, for reasons other than the SPD's breach of its obligations under this PPA and/or RFS, 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 CUF.
- ii. If, for reasons other than the SPD's breach of its obligations under this PPA and/or RFS, energy generation from Project is hampered significantly or stopped, such time period shall be excluded from the calculation of CUF.
- 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 CUF.
- iv. No solar power will be purchased by Rooftop owner for deemed generation during grid failure or power outage due to anti-islanding protection feature of grid tied inverter.

### **1.21.2 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 Procuree's employees, affiliates, agents or

subcontractors (collectively, a Procurer Act<sup>11</sup>) results in a disruption or outage in Project 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
- 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 Operational 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) Operational 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.

## **1.22 QUALITY OF WORKMANSHIP**

- 1.22.1 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.
- 1.22.2 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).

## **1.23 CONSTRUCTION DOCUMENTS**

- 1.23.1 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.



## 1.24 DELIVERY OF SOLAR POWER

### 1.24.1 Purchase Requirement

- i. Procurer agrees to purchase one hundred percent (100%) of the solar energy generated by the Project and made available by the SPD to Procurer at the Delivery Point(s), during each Operational Year of the Term of PPA.
- ii. It is possible that the SPD is not able to achieve optimum generation from the installation due to the following reasons:-
  - a. It could be due to demand side variations i.e. Voltage fluctuation in grid supply or grid supply failure.
  - b. It could be due to supply side variation i.e. significant degradation of the panel, sufficient maintenance and operations is not done and SPD is not able to achieve Minimum for consecutive four (4) months.
- iii. The following action would be taken in the situations mentioned above:
  - a. **In cases where lower generation is due to demand side variation then:-**
    - i. Procurer will not pay the SPD, for the loss in revenue due to Voltage fluctuation in grid supply or grid supply failure.
  - b. **In cases where lower generation is due to supply side reasons:**
    - i. Then SPD to be penalized for generation lower than Minimum CUF. Penalty for the period would be equal to the multiplication of difference of (Deemed Generation X number of Days such event occurs - Actual Generation) with 20% of Tariff of that Operational Year. Penalty amount shall be adjusted in the subsequent Monthly Bills of the Procurer;
    - ii. While calculating Minimum CUF, period of unavailability of Grid shall be excluded.

### 1.24.2 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.

### 1.24.3 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) Operational Years) within thirty (30) Days. The title to be transferred to Procurer free of all encumbrances and at zero cost to the Procurer.

## **1.25 EXTENSIONS OF TIME**

1.25.1 In the event that the SPD is prevented from performing its obligations under Article 1.14 by the SCOD 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 SCOD extension granted under Article 1.17.3

The SCOD shall be deferred, subject to the limit prescribed in Article 1.26.2, 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.

1.25.2 Subject to Article 1.26.6 and 1.26.7, in case of extension occurring due to reasons specified in Article 1.26.1(i) and 1.26.1iv, any of the dates specified therein can be extended, subject to the condition that the SCOD would not be extended by more than twenty (20) Weeks.

1.25.3 In case of extension due to reasons specified in Article 1.26.1(ii) and 1.26.1(iii), and if such Force Majeure Event continues even after a maximum period of sixty (60) Days, any of the Parties may choose to terminate the PPA as per the provisions of Article 1.59.

1.25.4 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 SCOD should be deferred by, any Party may raise the Dispute to be resolved in accordance with Articles 1.72, 1.73 and 1.74.

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

1.25.6 Notwithstanding anything to the contrary contained in this PPA, any extension of the SCOD arising due to any reason envisaged in this PPA shall not be allowed beyond thirty (30) Weeks or the Date determined pursuant to Articles 1.26.2 or/ and 1.26.3, whichever is later.

1.25.7 For getting extension of time under Article 1.26.1, SPD shall notify Nodal Agency and Procurer, at least fifteen (15) Days in advance of SCOD, and detailed out the probable reasons for delay. Any delay on account of non-compliance of SPD, in accordance with Policy and Regulation, in getting Commissioning approval/certificate, Nodal Agency shall levy a one-time penalty of INR 500 per kW for PPA Capacity.

## **1.26 INSPECTION/ VERIFICATION**

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

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.

- 1.26.2 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 RFS/ 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**

### **1.27 SYNCHRONIZATION**

- 1.27.1 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.
- 1.27.2 Subject to Article 1.28.1, 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 as may be laid down by Central Electricity Authority or an agency identified by the central government / state government to carry out testing and certification for the solar rooftop projects.
- 1.27.3 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.

### **1.28 COMMISSIONING OF THE PROJECT**

- 1.28.1 For the purpose of obtaining Commissioning certificate from the Nodal Agency, following documents shall be submitted:
- i. Inspection Report of the Work(s) as per prescribed format provided by Nodal Agency.
  - ii. CEIG Approval for the PPA Capacity, if applicable; (In compliance with section 162 of Electricity Act, 2003 installation of Grid Connected RE System up to 100 kW capacity is exempt from Chief Electrical Inspector to Government (CEIG) approval, Further, Grid Connected RE System up to 500 kVA capacity as per MOP notification no 1204, May 2016 would be exempt from obtaining approval from Chief Electrical Inspector to Government (CEIG)).
  - iii. Project fulfillment certificate from Procurer and UPNEDA/AUTHORIZED REPRESENTATIVE OF UPNEDA for the PPA Capacity. SPD shall be required to

submit PPA Capacity Fulfillment certificate (in accordance with FORMAT-1: FULFILLMENT CERTIFICATE) certified by UPNEDA/AUTHORIZED REPRESENTATIVE OF UPNEDA and Procurer both.

- iv. Submission of documents as per Article 1.12.4.

**1.29 SYSTEM ACCEPTANCE TESTING AND COMMISSIONING**

1.29.1 SPD shall conduct testing of the Project after it has sought appropriate approvals from the concerned DISCOMs for the installation of the Net Meter and connection of the Project with the grid.

1.29.2 The SPD shall in the presence of designated representatives of Nodal Agency and Procurer establishes the successful Commissioning of the Project.

1.29.3 For successful Commissioning of the 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, Procurer and Authorized Representative of UPNEDA, adjusted for seasonality as tabulated below.

Month	Generation per kW per Day by the project (kWh)
January	3.24
February	4.66
March	5.65
April	6.37
May	6.74
June	5.84
July	4.98
August	4.93
September	4.98
October	4.62
November	3.99
December	3.52

1.29.4 If the results indicates that the Project is capable of generating solar energy and produces the required CUF on a Day in a Month as per Article 1.30.3, in accordance with the applicable rules/regulation/policies, as prescribed in RFS, 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" certified under RFS and/or PPA.

1.29.5 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 SCOD, SPD shall be required to pay Liquidated Damages to Nodal Agency in accordance with Article 1.18.

1.29.6 SPD shall be required to get the Project certified for the desired performance for Commissioning as laid down in RFS. Project shall be Commissioned on the Day after the date when Procurer and SPD receives a final Commissioning Certificate from

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the Nodal Agency in accordance with prevalent policy and regulation. SPD starts injecting power from the Project to the Delivery Point(s) from the day of Commissioning.

- 1.29.7 The SPD expressly agrees that all costs incurred by it in synchronizing, connecting, and/ or Commissioning a 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.
- 1.29.8 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**

### **1.30 DISPATCH**

- 1.30.1 The 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**

### **1.31 METERING**

- 1.31.1 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, UPERC RSPV Regulation 2019 and their amendments/ substitutions. Nodal Agency/ Procurer could facilitate in the process; however, the entire responsibility towards such arrangements lies with SPD only.
- 1.31.2 The SPD shall install the Generation Meter(s) separately near the output of Inverter(s), Net-Meter shall be located in place of present DISCOM's metering system.
- 1.31.3 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 UPERC RSPV regulation 2019 and any subsequent amendment.
- 1.31.4 The Metering System shall have such inbuilt provisions that it senses grid availability and when grid is not available it should Isolates Project;
- 1.31.5 The Generation Meter will be read by the SPDs 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.
- 1.31.6 Meters and metering equipment shall be tested as per provision of UPERC 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.
- 1.31.7 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.
- 1.31.8 The Procurer, at its own discretion, may install a check meter, at its cost, to verify the measurements of the Metering System.
- 1.31.9 The risk and title to the solar power supplied by the SPD shall pass to the Procurer at the Delivery Point(s).
- 1.31.10 The energy metering of Projects, in kWh separately, shall be on monthly basis as follows:
- i. equal to gross energy generated for a net metered Project.

**1.32 BILLING**

- 1.32.1 The energy billable to Procurer, by SPD, shall be computed on monthly basis by multiplying the Tariff applicable in that Month of the Operational Year as per SCHEDULE 6: LETTER FROM NODAL AGENCY CONFIRMING COD AND APPLICABLE TARIFF with the gross energy generated (with the upper limit being the deemed generation for the month) from the Project.
- 1.32.2 Import and export of energy from Project operating on net metering basis shall be settled as per UPERC Regulations, 2019 and their amendments/ substitutions.

## **TARIFF AND PAYMENT**

### **1.33 CONSIDERATION**

1.33.1 Procurer shall pay to the SPD monthly payment towards energy consumed from the Project as per the Metering and Billing as described in Articles 1.32 and 1.33 above for each Month during the period from the COD to Expiry Date at a Tariff corresponding to the Operational Year upon pursuant to RFS.

- i. All the payment from Procurer to SPD shall be routed through the Lender's designated Bank Account or as mutually agreed between parties.

1.33.2 The final RA L1 Tariff or revised as determined by the Nodal Agency as per SCHEDULE 3: TARIFF SCHEDULE, for First Operational Year shall be applicable for the period from COD till the end of First Operational Year.

### **1.34 INVOICE**

1.34.1 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.

1.34.2 The Invoice to the Procurer shall include:

- i. Gross energy generated for a net metered Project
- ii. Supporting data, documents and calculations in accordance with this PPA;

### **1.35 DUE DATE**

1.35.1 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.

### **1.36 METHOD OF PAYMENT**

1.36.1 Procurer shall make all payments under the PPA by cheque or electronic funds transfer of immediately available funds to the designated bank account. All payments made hereunder shall be non-refundable, subject to the applicable tax deduction at source, and be made free and clear of any other tax, levy, assessment, duties or other charges and not subject to reduction, set-off, or adjustment of any kind. If the Procurer deducts any tax at source, the Procurer will issue a tax credit certificate as per law.

### **1.37 LATE PAYMENT**

1.37.1 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.



**1.38 REBATE**

- 1.38.1 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.
- 1.38.2 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.
- 1.38.3 No Rebate shall be payable on the Bills raised on account of Change in Law relating to taxes, duties and cess etc.

**1.39 DISPUTED BILL**

- 1.39.1 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.
- 1.39.2 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.
- 1.39.3 If the SPD agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 1.40.2, the SPD shall revise such Bill and present along with the next Monthly Bill.
- 1.39.4 If the SPD does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 1.40.2, 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.

- 1.39.5 Upon receipt of the reply to Bill Dispute Notice from SPD, by Procurer, under Article 1.40.4, 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.
- 1.39.6 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 1.40.4, the matter shall be referred to Dispute resolution in accordance with Article 1.72 to 1.74.
- 1.39.7 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;

#### **1.40 PAYMENT SECURITY MECHANISM**

- 1.40.1 Procurer shall provide to the SPD, in respect of payment of its Monthly Bills and/or Supplementary Bills, an yearly unconditional, revolving and irrevocable letter of credit ("Letter of Credit") opened and maintained which may be drawn upon by the SPD in accordance with this Article.
- 1.40.2 On the Execution Date, Procurer through a scheduled bank at \_\_\_\_\_ [Identified Place] open a Letter of Credit in favour of the SPD, to be made operative from the SCOD . In case an extension is provided, or the project is Commissioned before the SCOD, the operative date of the Letter of Credit shall be the COD date.
- i. The Letter of Credit shall have a term of twelve (12) Months and shall be renewed annually, for an amount for the first Operational Year, equal to four hundred percent (400%) of the estimated average monthly billing;
- ii. for each subsequent Operational Year, in case the average monthly billing of the previous Operational Year is more than the average monthly billing amount considered for the current Operational Year, then it shall be equal to four hundred percent (400%) of the average of the monthly billing of the previous Operational Year else the same average monthly billing amount shall be considered.
- 1.40.3 Provided that the SPD shall not draw upon such Letter of Credit prior to the end of 30<sup>th</sup> Day from the Due Date of the relevant Monthly Bill and/or Supplementary Bill and shall not make more than one drawal in a Month.
- 1.40.4 Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 1.41.2 due to any reason whatsoever, Procurer shall restore such shortfall within seven (7) Business Days.
- 1.40.5 If the SPD draws from the Letter of Credit, the amount corresponding to the drawn

amount shall be deposited in the designated bank account.

- 1.40.6 Procurer shall cause the scheduled bank issuing the Letter of Credit to intimate the SPD, in writing regarding establishing of such irrevocable Letter of Credit.
- 1.40.7 Procurer shall ensure that the Letter of Credit shall be renewed not later than thirty (30) Business Days prior to its expiry.
- 1.40.8 All costs relating to opening, maintenance of the Letter of Credit shall be borne by Procurer.
- 1.40.9 If Procurer fails to pay a Monthly Bill or Supplementary Bill or part thereof within thirty (30) Days from the Due Date, then, subject to Article 1.41.6, the SPD may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from Procurer, an amount equal to the shortfall of the payment made towards such Monthly Bill or Supplementary Bill or part thereof, if applicable, in accordance with Article 1.38 above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:
  - i. a copy of the Monthly Bill or Supplementary Bill which has remained unpaid to SPD and;
  - ii. a certificate from the SPD to the effect that the bill at item i above, or specified part thereof, is in accordance with the PPA and has remained unpaid beyond the Due Date;

#### **1.41 QUARTERLY AND ANNUAL RECONCILIATION**

- 1.41.1 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 Operational Year and annual reconciliation at the end of each Operational Year within thirty (30) Days of the end of the Operational Year to take into account the Energy Accounts, payment adjustments, Tariff rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this PPA.
- 1.41.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of an Operational Year or a full Operational 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 1.40.

#### **1.42 PAYMENT OF SUPPLEMENTARY BILL**

- 1.42.1 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 1.51.1(iv);

Power Purchase Agreement

- 1.42.2 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.
- 1.42.3 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 1.38.

## **INSURANCES**

### **1.43 INSURANCE**

- 1.43.1 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.

### **1.44 APPLICATION OF INSURANCE PROCEEDS**

- 1.44.1 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.
- 1.44.2 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.

### **1.45 EFFECT ON LIABILITY OF PROCURER**

- 1.45.1 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**

### **1.46 DEFINITIONS**

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

#### *Affected Party*

1.46.2 An affected Party means Procurer or the SPD whose performance has been affected by an event of Force Majeure.

1.46.3 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.

1.46.4 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*

1.46.5 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;

#### **1.47 FORCE MAJEURE EXCLUSIONS**

1.47.1 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
- 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 1.47.5;
- 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.

#### **1.48 NOTIFICATION OF FORCE MAJEURE EVENT**

1.48.1 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.

- 1.48.2 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.
- 1.48.3 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.
- 1.48.4 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.

#### **1.49 DUTY TO PERFORM AND DUTY TO MITIGATE**

- 1.49.1 To the extent not prevented by a Force Majeure Event pursuant to Articles 1.47 and 1.49, 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.

#### **1.50 AVAILABLE RELIEF FOR A FORCE MAJEURE EVENT**

- 1.50.1 Subject to this Article 1.51
- 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 1.26;
  - 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**

### **1.51 DEFINITIONS**

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

1.51.1 "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/ UPERC/ UPPCL/ 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

### **1.52 NOTIFICATION OF CHANGE IN LAW**

1.52.1 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.

1.52.2 Notwithstanding Article 1.53.1, 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.

1.52.3 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.

**1.53 RELIEF FOR CHANGE IN LAW**

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

1.53.2 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 1.54, the affected Party to the same economic position as if such Change in Law has not occurred.

<b>Impact</b>	<b>Variation due to change in existing taxes/ duties or enactment of new law/ taxes/ duties</b>	<b>Proportionate adjustments to the tariff</b>	<b>Effective Timelines</b>
<b>Impact on Capital Cost</b> <b>(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})</b>	$\pm X\%$	$\pm 0.8 X\%$	If the relevant changes are notified after Bid Deadline as per RFS and, (3) Months prior to the COD of the Project.
<b>Impact on Operational Cost</b>	$\pm Y\%$	$\pm 0.1 Y\%$	If the relevant change is notified after Bid Deadline

<p><b>(Adjustments will be made only if the overall impact due to all Change in Law events would be more than 10% of O&amp;M Cost {threshold})</b></p>			<p>as mentioned in RFS, adjustments in tariff shall be provided till the time such change is in force.</p>
<p><b>Illustration:</b></p>			
<p>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 <math>9\% \times 10\% = 0.9\%</math>. Since it did not cross the threshold of 2.5%, no adjustment shall be provided.</p> <p>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 <math>56.4\% \times 10\% + 9\% \times 10\% = 6.54\%</math>. Since this crosses the threshold of 2.5% for the Capital Cost, adjustment shall be provided for <math>6.54\% - 2.5\% = 4.04\%</math>. Proportionate adjustment in the tariff as per the formula given in the table shall be <math>0.8 \times 4.04\% = 3.232\%</math>. The revised tariff in this case shall be <math>\text{Tariff} \times (1 + 3.28\%)</math>.</p>			

1.53.3 In order to pass on the impact of Change in Law in the tariff quoted by the Successful Bidder, 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 RA L1 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 below. Moreover, while calculating the impact, except for Solar Module and Solar Inverter, other components shall be considered to be procured locally (from India).

1.53.4 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.

Power Purchase Agreement

- ii. It is the responsibility of the SPD to intimate any change in the billing methodology and take consent for the same from the Nodal Agency in a timely manner.
- 1.53.5 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.
- 1.53.6 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.
- 1.53.7 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 SCOD. It is to clarify that, above statement is not considering the impact of Change in Law on Operational Cost.

## EVENTS OF DEFAULT AND TERMINATION

### 1.54 SOLAR POWER DEVELOPER'S EVENT OF DEFAULT

1.54.1 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 Event of Default:

- i. the failure to achieve Commissioning of the PPA Capacity, within the definite time period i.e., SCOD, as defined under RFS 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 1.12, beyond a period of twenty (20) Weeks from the SCOD; or
- j. The SPD fails to maintain the PBG in accordance with PPA and RFS; or
- k. change in controlling shareholding before the specified time frame as mentioned in Article 1.14.1 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 12% CUF on a monthly basis continuously for nine (9) Months.

#### **1.55 PROCURER'S EVENT OF DEFAULT**

1.55.1 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 set up a Payment Security Mechanism in accordance with Article 1.7.1 or based on extension granted by Nodal Agency/SPD if any; or
- ii. Procurer fails to pay (with respect to a Monthly Bill or a Supplementary Bill), as per Article 1.43, 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
- iii. 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
- iv. except where due to the SPD's failure to comply with its obligations under PPA

and RFS, Procurer is in material breach of any of its obligations pursuant to this PPA and RFS, 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.

#### **1.56 PROCEDURE FOR CASES OF SOLAR POWER DEVELOPER EVENT OF DEFAULT**

- 1.56.1 Upon the occurrence and continuation of any SPD Event of Default under Article 1.55, 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.
- 1.56.2 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.
- 1.56.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this PPA & RFS.
- 1.56.4 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 RFS.

1.56.5 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 1.57.4, 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 1.57 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 Operational 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 Operational 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 Operational 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.

1.56.6 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 1.55.1;

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.

## **1.58 PROCEDURE FOR CASES OF PROCURER EVENT OF DEFAULT**

1.58.1 Upon the occurrence and continuation of any Procurer Event of Default specified in Article 1.56 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.

- 1.58.2 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.
- 1.58.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this PPA.
- 1.58.4 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"). Termination payment would be calculated as per below formula:

Termination payment = Net Asset Value

*For first fifteen (15) Operational Years;*

Net Asset Value = Normative Project Cost X (1 - 3% X No. of Operational Years)

*For remaining period of ten (10) Operational Years;*

Net Asset Value = Normative Project Cost X [(1 - (3% X 15 Operational Years) - (5.5% X No. of Operational 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) Operational Years;*

Net Asset Value = Normative Project Cost X (1 - (3% X No. of Operational Years))

*For remaining period of ten (10) Operational Years;*

Net Asset Value = Normative Project Cost X [(1 - (3% X 15 Operational Years) - (5.5% X No. of Operational 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.

- 1.58.5 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.

**1.59 TERMINATION DUE TO FORCE MAJEURE**

If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 1.26.3, 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.

**1.60 TERMINATION ON REQUEST OF THE PROCURER**

1.60.1 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) Operational 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.

1.60.2 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) Operational Years*

*Net Asset Value = Normative Project Cost X (1 - (3% X No. of Operational Years));*

*For the remaining period of ten (10) Operational Years*

*Net Asset Value = Normative Project Cost X [(1 - (3.5% X 15 Operational Years) - (4.75% X No. of Operational Years exceeding 15 Operational 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.

1.60.3 Notwithstanding Terminations, both SPD and Procurer shall ensure full and final settlement of respective rights and obligations pursuant to terms and conditions of this RFS 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**

### **1.61 INDEMNITY**

1.61.1 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 1.61 shall not apply to such breaches by the SPD, for which specific remedies have been provided for under this PPA

### **1.62 PROCEDURE FOR CLAIMING INDEMNITY**

1.62.1 Third party claims

- i. Where the indemnified Party is entitled to indemnification from the indemnifying Party pursuant to Article 1.61.1(i), the indemnified Party shall promptly notify the indemnifying Party of such claim referred to in to Article 1.61.1(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 1.74; 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.

**1.63 INDEMNIFIABLE LOSSES**

- 1.63.1 Where an indemnified Party is entitled to indemnifiable losses from the indemnifying Party pursuant to Article 1.61.1(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 1.55 and 1.56.

**1.64 LIMITATION ON LIABILITY**

- 1.64.1 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.
- 1.64.2 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.
- 1.64.3 Notwithstanding anything to the contrary contained elsewhere in this PPA, the provisions of this Article 1.64 shall apply mutatis mutandis to either party.

**1.65 DUTY TO MITIGATE**

- 1.65.1 The Parties shall endeavour to take all reasonable steps so as mitigate any loss or damage which has occurred under Articles 1.61 and 1.64.

## GENERAL COVENANTS

### 1.66 SOLAR POWER DEVELOPER'S COVENANTS

1.66.1 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 & RFS. Subject to there being no Procuree'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 RFS.
- 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.

### 1.67 SOLAR POWER DEVELOPER'S REPRESENTATIVES

1.67.1 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 the COD:

Name:

Telephone:

E-mail:

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

contact pertaining to performance of this PPA following the COD till Expiry Date:

Name: \_\_\_\_\_-Project Manager

Telephone: +91 \_\_\_\_\_

E-mail: \_\_\_\_\_

## 1.68 PROCURER'S COVENANTS

### 1.68.1 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. Intentionally damage will be borne by owner of 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 Procures 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

Premises from a building owner, Procurer hereby covenants that (a) the SPD 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 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 water connection point to the bidder shall be provided at a certain point in the building premises by the Procurer.

**1.69 PROCURER'S REPRESENTATIVES**

1.69.1 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**

### **1.70 ASSIGNMENTS**

- 1.70.1 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.
- 1.70.2 Provided that, respective successor or permitted assign shall meet eligibility criteria as per RFS and shall not be inferior, in any respect, to the concerned Party.
- 1.70.3 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.
- 1.70.4 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.
- 1.70.5 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.

### **1.71 PERMITTED CHARGES**

- 1.71.1 SPD will have right to create encumbrance on the Project during the term of this contract.
- 1.71.2 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 1.70.

## **GOVERNING LAW AND DISPUTE RESOLUTION**

### **1.72 GOVERNING LAW**

- 1.72.1 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 Lucknow.

### **1.73 AMICABLE SETTLEMENT**

- 1.73.1 Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with PPA or RFS ("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

- 1.73.2 The other Party shall, within thirty (30) Days of issue of Dispute Notice issued under Article 1.73.1, furnish:

- i. Counterclaim and defences, if any, regarding the Dispute; and
- ii. all written material in support of its defences and counterclaim.

- 1.73.3 Within thirty (30) Days of issue of Dispute Notice by any Party pursuant to Article 1.73.1 if the other Party does not furnish any counter claim or defence under Article 1.73.2 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 1.73.3, the Dispute shall be referred for dispute resolution in accordance with Article 1.74.

### **1.74 DISPUTE RESOLUTION**

- 1.74.1 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;

- 1.74.2 In case of Disputed Bills, it shall be open to the aggrieved Party to approach the 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 Nodal Agency**

- 1.74.3 Nodal Agency can be approached by either Party for settlement of a dispute:

- 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

If any dispute of any kind whatsoever arises between UPNEDA and Successful bidder in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent.

If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to arbitration as hereafter provided regarding matter under dispute. No arbitration proceedings will commence unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with Sub Clause 12.1, shall be finally settled by arbitration.

### **1.75 PARTIES TO PERFORM OBLIGATIONS**

- 1.75.1 Notwithstanding the existence of any Dispute and difference referred to the Arbitration Tribunal as provided in Article 1.74 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 RFS.

## **SUBSTITUTION RIGHTS OF LENDERS ( if applicable)**

### **1.76 SUBSTITUTION OF THE SOLAR POWER DEVELOPER**

- 1.76.1 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 RFS, 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.
- 1.76.2 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.

### **1.77 PROCURER PRELIMINARY DEFAULT NOTICE**

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

### **1.78 SUBSTITUTION NOTICE**

- 1.78.1 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 RFS, for the residual period of the PPA (the "Substitution Notice").

### **1.79 INTERIM OPERATION OF PROJECT**

- 1.79.1 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.
- 1.79.2 On issue of a Substitution Notice if any, 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 1.83 herein.
- 1.79.3 If Procurer refuses to take over the Project on request by the Lenders in accordance with Article 1.79.2 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 1.81.10 hereof.

- 1.79.4 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.

#### **1.80 PROCESS OF SUBSTITUTION OF SOLAR POWER DEVELOPER**

- 1.80.1 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.

- 1.80.2 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 1.76.2.

#### **1.81 MODALITY FOR SUBSTITUTION**

Criteria for selection of the Selectee:

- 1.81.1 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) Operational 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:

- 1.81.2 The Lenders' Representative shall on behalf of the Lenders propose to Procurer (the "Proposal") pursuant to Article 1.81.3 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.
- 1.81.3 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.
- 1.81.4 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.
- 1.81.5 At any time prior to taking a decision in respect of the Proposal received under Article 1.81, 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.
- 1.81.6 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 1.81 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.

- 1.81.7 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 1.81.
- 1.81.8 Upon approval of the Proposal and the Selectee by Procurer, the Selectee mentioned in the Proposal shall become the Selectee hereunder.
- 1.81.9 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.
- 1.81.10 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.
- 1.81.11 Upon the substitution becoming effective pursuant to Article 1.81.10 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.
- 1.81.12 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.
- 1.81.13 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.

- 1.81.14 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.
- 1.81.15 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.

## **1.82 SOLAR POWER DEVELOPER'S WAIVER**

- 1.82.1 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.
- 1.82.2 The SPD irrevocably agrees and consents (to the extent to which applicable law may require such consents) that from the date specified in Article 1.81, it shall cease to have any rights under the PPA or the Financing agreements other than those expressly stated therein.
- 1.82.3 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.

## **1.83 INTERIM PROTECTION OF SERVICE AND PRESERVATION OF SECURITY**

### **Appointment of a Receiver**

- 1.83.1 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 1.79 above and Procurer not electing to act as Receiver as per Article 1.83 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.
- 1.83.2 Provided that in event of Procurer refusing to take over the Project and the SPD failing to operate the Project in accordance with Article 1.79 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.



- 1.83.3 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.
- 1.83.4 When acting as a Receiver or operator in accordance with this Article 1.83 or Article 1.79, 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.

#### **1.84 SUBSTITUTION CONSIDERATION**

- 1.84.1 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.
- 1.84.2 The SPD shall be deemed to have nominated, constituted and appointed the 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.

#### **1.85 CHANGE IN LENDERS**

- 1.85.1 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**

### **1.86 REPRESENTATIONS AND WARRANTIES OF PROCURER**

- 1.86.1 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:
- 1.86.2 Procurer has all requisite powers authorising and has been duly authorised to execute and consummate this PPA;
- 1.86.3 This PPA is enforceable against Procurer in accordance with its terms;
- 1.86.4 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;
- 1.86.5 Procurer is not insolvent, and no insolvency proceedings have been instituted, nor threatened or pending by or against Procurer;
- 1.86.6 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.
- 1.86.7 Procurer makes all the representations and warranties above to be valid as on the Execution Date of the PPA.

### **1.87 REPRESENTATIONS AND WARRANTIES OF THE SOLAR POWER DEVELOPER**

- 1.87.1 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.
- 1.87.2 The SPD has all requisite power authorising and has been duly authorised to execute and consummate this PPA;
- 1.87.3 This PPA is enforceable against the SPD in accordance with its terms;
- 1.87.4 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;
- 1.87.5 The SPD is not insolvent, and no insolvency proceedings have been instituted, or not

threatened or pending by or against the SPD;

- 1.87.6 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.
- 1.87.7 The SPD makes all the representations and warranties above to be valid as on the Execution Date of the PPA.

## **MISCELLANEOUS PROVISIONS**

### **1.88 AMENDMENT**

- 1.88.1 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 CODANDAPPLICABLETARIFF issued by the Nodal Agency in the favour of SPD and Procurer both.

### **1.89 THIRD PARTY BENEFICIARIES**

- 1.89.1 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.

### **1.90 INDUSTRY STANDARD**

- 1.90.1 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.

### **1.91 WAIVER**

- 1.91.1 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.
- 1.91.2 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.

### **1.92 ENTIRETY**

- 1.92.1 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.

- 1.92.2 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.

**1.93 CONFIDENTIALITY**

- 1.93.1 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.

- 1.93.2 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.

**1.94 AFFIRMATION**

- 1.94.1 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.

**1.95 SEVERABILITY**

- 1.95.1 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.

**1.96 NO PARTNERSHIP**

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

**1.97 NOTICES**

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

Power Purchase Agreement

- 1.97.2 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.  
:

- 1.97.3 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. :

- 1.97.4 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.

- 1.97.5 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.

**1.98 LANGUAGE**

- 1.98.1 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.

- 1.98.2 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.

**1.99 BREACH OF OBLIGATIONS**

- 1.99.1 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.

**1.100 NOMINATION RESTRICTION**

1.100.1 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.

**1.101 COMMERCIAL ACTS**

1.101.1 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.

**1.102 RESTRICTION OF SHAREHOLDERS / OWNERS' LIABILITY**

1.102.1 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.

1.102.2 The provisions of this Article 1.102 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.

**1.103 NO CONSEQUENTIAL OR INDIRECT LOSSES**

1.103.1 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.

**1.104 INDEPENDENT ENTITY**

1.104.1 The SPD shall be an independent entity performing its obligations pursuant to the PPA or/ and RFS.

1.104.2 Subject to the provisions of the PPA or/ and RFS, the SPD shall be solely responsible for the manner in which its obligations under this PPA or/ and RFS 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 RFS 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 RFS 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.

**1.105 TAXES AND DUTIES**

- 1.105.1 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 RFS and for generation/ supply/ sale of solar energy as per the terms of this PPA or/ and RFS.
- 1.105.2 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 1.105.1. 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.
- 1.105.3 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 RFS 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.

**1.106 COMPLIANCE WITH LAW**

- 1.106.1 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.

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:**

**Name:**

**Designation:**

**Designation:**

**Address:**

**Address:**

**Signature with seal**

**Signature with seal**

**Witness:**

**Witness:**

1.

1.

2.

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) Operational 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) Operational Year shall be required for each of the Project.
- 1.2. Bidder shall be responsible for all the works related to Commissioning and O&M for twenty-five (25) Operational 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) Operational Year to assure faultless operation, and inventory maintenance; Supply of Power from Commissioning to Termination or for twenty-five (25) Operational 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) Operational 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) Operational 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;
- 3.2. Inspection of the Project in respect of its interfacing with licensee network/identified electrical load;
- 3.3. Preparation and submission of electrical drawing for the site with quantity of material required;
- 3.4. Obtaining prior approval of the work and drawing from Inspecting Authority, appointed by the Nodal Agency;
- 3.5. 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 RSPV regulations 2019 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 Projects 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 Uttar Pradesh 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.
- 5.2. The SPD shall install the Generation Meter separately near the output of Inverter and Net-Meter shall be located in place of present DISCOM's metering system.
- 5.3. Meters and metering equipment shall be tested as per provision of UPERC 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 UPNEDA at the time of installation.

- 5.4. 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 and any subsequent amendment.

**6. 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.

**7. Warranty and guarantees:**

- 7.1. 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 RFS. 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) Operational Years.
- 7.2. 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.

**8. Type and quality of materials and workmanship:**

- 8.1. 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 RFS 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.
- 8.2. The specifications of the components should meet the technical specifications mentioned in this PPA.
- 8.3. 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.

**9. Construction of control room etc.**

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

## **10. Additional works**

- 11.1. 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 UPNEDA for approval. Additional works may include but not limited to;
- 11.2. 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.
- 11.3. 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.
- 11.4. Construction of approach to the rooftop/place of installation.
- 11.5. 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) Operational Years.
- 11.6. In case of any ambiguity over any specific works, SPD and Procurer shall involve Nodal Agency to get the clarity on the additional works.

## **11. Provision of sign board (if required)**

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.

## **12. Commissioning**

- 12.1. When the SPD fulfils his obligation under the PPA, it shall obtain Commissioning certificate from Nodal Agency for the PPA Capacity. Nodal Agency shall issue separate Commissioning Certificate for the capacity of Project.
- 12.2. 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.

Power Purchase Agreement

12.3. For the purpose of obtaining Commissioning certificate following documents shall be required:

a) Inspection Report of the Work(s) as per prescribed format provided by Nodal Agency.

b) CEIG Approval for the PPA Capacity or part thereof, if applicable;

c) Project fulfillment certificate from Procurer and UPNEDA/AUTHORIZED REPRESENTATIVE OF UPNEDA for the PPA Capacity. SPD shall be required to submit PPA Capacity Fulfillment certificate (in accordance with FORMAT-1: FULFILLMENT CERTIFICATE) certified by UPNEDA/AUTHORIZED REPRESENTATIVE OF UPNEDA and Procurer both.

d) Submission of documents as per article 1.12.4

12.4. Nodal Agency shall issue the Commissioning Certificate for the capacity of the Project after the System Acceptance Testing.

**SCHEDULE 2: TARIFF SCHEDULE**

Sr. No.	Type of Institution	Operational Years	RA L1 Tariff of the Project (Rs./kWh)
			Rs. _____ per kWh
1.	State government institutions/ organizations (25 kW and up to 2000 kW)	25	

1. RA L1 Tariff must be applicable for sale of Solar Power to Procurer for the 25 Operational Years.
2. The above R A L 1 T a r i f f 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 be passed on by the Solar Power Developer to the Procurer and revised Tariff will be updated by the Nodal Agency to the SPD and the Procurer through a Letter issued by Nodal Agency that shall be treated as SCHEDULE 6: LETTER FROM NODAL AGENCY CONFIRMING COD AND APPLICABLE TARIFF of this PPA. All such letters to revise the tariff issued by the Nodal Agency shall become part of this PPA.
3. Further, for clarification, PPA shall be signed for individual Projects but Quoted Tariff shall remain the same for all Projects. However, it shall be applicable in accordance with respective dates of COD.

**SCHEDULE 3: 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.	SCOD	T + [12 MONTH]

**SCHEDULE 4: LETTER FROM NODAL AGENCY CONFIRMING THE CAPACITY**

No. UPNEDA/NIT/RESCO-500MW-GCRT-Govt.Building/2023 Dated: 15-12-2023

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.....

1. With reference to above, your offer for deployment of SPV-GCRT 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 SPV-GCRT Power Plants to be deployed as per the details given below:

S. No.	Name of the Project	Capacity of the SPV System as perthe PPA (in kW)

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 RFS and PPA signed.

(By order of the Director)

Authorized Signatory  
(UPNEDA)



**SCHEDULE 5: LETTER FROM NODAL AGENCY CONFIRMING  
COD AND APPLICABLE TARIFF**

To,

Name of Authorized Signatory of Beneficiary

Designation of Authorized Signatory of Beneficiary

Address of Beneficiary

**Subject:** Confirmation on COD (Commercial Operation Date) of the Project and Applicable  
Tariff

**References:**

1. UPNEDA RFS No. \_\_\_\_\_ dated \_\_\_\_\_
2. Project Satisfaction Certificate approved by \_\_\_\_\_ name of beneficiary \_\_\_\_\_

Dear Beneficiary (Name of Authorized Signatory of Beneficiary),

This is certified that a Grid Connected SPV Power Plant of \_\_\_\_\_ kW capacity has  
been installed and commissioned by M/s \_\_\_\_\_  
(Solar Project Developer Name) on \_\_\_\_\_ (Date of Commissioning in DD/MM/YYYY)  
of the RFS \_\_\_\_\_ dated \_\_\_\_\_ at the site of \_\_\_\_\_  
(Beneficiary Name) in \_\_\_\_\_ block of \_\_\_\_\_ tehsil of  
\_\_\_\_\_ district as per submitted synchronization and commissioning certificate  
with reference no. \_\_\_\_\_ dated \_\_\_\_\_ and \_\_\_\_\_  
(reference number of Commissioning Certificate) dated \_\_\_\_\_.

The Grid Connected SPV Power Plant has been inspected by UPNEDA  
/AUTHORIZED REPRESENTATIVE OF UPNEDA for its installation and performance as  
per inspection report \_\_\_\_\_ (Reference Number) dated \_\_\_\_\_ on  
\_\_\_\_\_ (date of inspection) and CUF has been recorded in the satisfactory range by the  
Grid Connected SPV Power Plant. As per Annexure-1 (Tariff Schedule) of the Power Purchase  
Agreement (PPA) executed on xx/xx/20xx, the applicable tariff for 25 operational years is  
\_\_\_\_\_ per kWh.

Authorized Signatory  
(UPNEDA)

**Copy To:**

1. Name of Developer  
Address of Developer

**FORMAT-1: FULFILLMENT CERTIFICATE**

This is to certify that, Solar Power Developer has installed a \_\_\_\_\_kW PPA Capacity of Project on the Premise of the Procurer in accordance with the RFS No. dated \_\_\_\_\_ and executed PPA dated \_\_\_\_\_. The key features of the Project are as follows:

S. No	Parameter	Description
1.	Project Size	_____kW
2.	DC Capacity of Modules Installed	_____kWp
3.	Expected Annual Energy Generation	_____ kWh
4.	Module Type	No. of Module installed: Module Supplier Name: Capacity of each Module (Wp):
5.	Inverter Type & Rating	No. of Inverter: Supplier Name: Capacity (kW or kVA):
6.	Combiner Box	Number: Supplier:
7.	Electrical Parameter for interconnection	
8.	Mounting types (Bifurcation of Type 1, Type 2, Type 3 and Type 4 in kW)	
9.	Surface Azimuth Angle	
10.	Tilt Angle	
11.	Wind Resistance	
12.	Remote Monitoring System	
13.	Net Metering, (Supplier Name)	
14.	Generation Meter (No. of Meter, Make and Supplier Name)	
15.	Sign Board	
16.	Danger Board	
17.	Internal wiring upto use points, if required	
18.	Any additional work done, please specify	

The Solar Power Developer shall provide a Remote Monitoring System (RMS) to Nodal Agency/ Procurer as prescribed in RFS and/or PPA.