

**POWER PURCHASE AGREEMENT (PPA)**  
**for procurement of power from**  
**1075 KWp (Roof Top) & 2000 KWp (Ground Mounted)**  
**solar power plants on BOOT basis for 25 years**

**Between**

**M/s. “Company Name” (P) Ltd.**

**And**

**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL**

|       |   |    |
|-------|---|----|
| 1     | ARTICLE 1: DEFINITIONS AND INTERPRETATION .....                                     | 6  |
| 1.1   | Definitions.....  | 6  |
| 1.2   | Interpretation .....  | 11 |
| 2     | ARTICLE 2: TERM OF AGREEMENT .....  | 12 |
| 2.2   | Term of Agreement .....   | 12 |
| 2.3   | Early Termination.....  | 12 |
| 2.3.2 | Obligation on Expiry of the Agreement.....  | 12 |
| 2.4   | Survival.....   | 12 |
| 3     | ARTICLE 3: CONDITIONS SUBSEQUENT.....   | 13 |
| 3.1   | Satisfaction of conditions subsequent by the SPD .....                              | 13 |
| 3.2   | Consequences of non-fulfilment of conditions subsequent .....                       | 14 |
| 3.3   | Performance Bank Guarantee .....  | 14 |
| 3.4   | Return of Performance Bank Guarantee .....  | 14 |
| 4     | ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT.....                           | 14 |
| 4.1   | SPD's Obligations .....   | 14 |
| 4.2   | Information regarding Interconnection Facilities.....                               | 16 |
| 4.3   | Purchase and sale of Contracted Capacity .....                                      | 16 |
| 4.4   | Right to Contracted Capacity & Energy .....   | 16 |
| 4.5   | Extensions of Time.....   | 17 |
| 4.6   | Liquidated Damages for delay in commencement of supply of power to BHEL Bhopal..... | 18 |
| 4.7   | Acceptance/Performance Test.....  | 18 |
| 4.8   | Third Party Verification.....   | 18 |
| 4.9   | BHEL, Bhopal's Obligations .....  | 19 |
| 5.    | ARTICLE 5: SYNCHRONISATION, COMMISSIONING & COMMERCIAL OPERATION..                  | 20 |
| 5.1   | Synchronization, Commissioning and Commercial Operation.....                        | 20 |
| 6.    | ARTICLE 6: DISPATCH AND SCHEDULING .....  | 20 |
| 6.1   | Dispatch and Scheduling .....   | 20 |
| 7     | ARTICLE 7: METERING .....   | 20 |
| 7.1   | Meters .....  | 20 |
| 7.1.6 | Energy Scheduling .....   | 21 |
| 7.2   | Reporting of Metered Data and Parameters.....                                       | 21 |
| 8     | ARTICLE 8: INSURANCES .....   | 21 |
| 8.1   | Insurance .....   | 21 |
| 8.2   | Application of Insurance Proceeds.....  | 21 |
| 8.3   | Effect on liability of BHEL Bhopal .....  | 21 |
| 9     | ARTICLE 9: APPLICABLE TARIFF.....   | 21 |
| 9.6   | Auxiliary Power Consumption by the SPD.....   | 22 |
| 10    | ARTICLE 10: BILLING AND PAYMENT .....   | 22 |
| 10.1  | General.....  | 22 |
| 10.2  | Delivery and Content of Monthly Bills/Supplementary Bills.....                      | 22 |

|        |  |    |
|--------|--|----|
| 10.3   | Payment of Monthly Bills.....  | 23 |
| 10.4   | Disputed Bill .....  | 23 |
| 10.5   | Quarterly and Annual Reconciliation .....  | 24 |
| 10.6   | Payment of Supplementary Bill .....  | 24 |
| 10.7   | Off take constraints due to Connectivity Infrastructure /Grid/ load Unavailability & Back down ..... | 24 |
| 11     | ARTICLE 11: FORCE MAJEURE .....  | 25 |
| 11.2   | Affected Party .....   | 25 |
| 11.3   | Force Majeure .....  | 25 |
| 11.4   | Force Majeure Exclusions .....   | 26 |
| 11.5   | Notification of Force Majeure Event.....   | 26 |
| 11.6   | Duty to Perform and Duty to Mitigate.....  | 27 |
| 11.7   | Available Relief for a Force Majeure Event .....   | 27 |
| 12     | ARTICLE 12: CHANGE IN LAW .....  | 27 |
|        | Definitions.....   | 27 |
| 13     | ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION .....  | 28 |
| 13.1   | SPD Event of Default .....   | 28 |
| 13.2   | BHEL Bhopal Event of Default .....   | 29 |
| 13.3   | Procedure for cases of SPD Event of Default.....   | 29 |
| 13.4   | Procedure for cases of BHEL Bhopal Event of Default.....   | 30 |
| 13.5   | Termination due to Force Majeure .....   | 30 |
| 14     | ARTICLE 14: LIABILITY AND INDEMNIFICATION .....  | 30 |
| 14.1   | Indemnity .....  | 30 |
| 14.2   | Procedure for claiming Indemnity.....  | 31 |
| 14.2.1 | Third party claims .....   | 31 |
| 14.3   | Indemnifiable Losses.....  | 31 |
| 14.4   | Limitation on Liability.....   | 31 |
| 14.5   | Duty to Mitigate .....   | 32 |
| 15     | ARTICLE 15: ASSIGNMENTS AND CHARGES .....  | 32 |
| 15.1   | Assignments .....  | 32 |
| 15.2   | Permitted charges .....  | 32 |
| 16     | ARTICLE 16: GOVERNING LAW AND DISPUTE RESOLUTION .....   | 32 |
| 17     | ARTICLE 17: REPRESENTATIONS AND WARRANTIES .....   | 33 |
| 17.1   | Representations and warranties of the SPD .....  | 33 |
| 17.2   | Representations and Warranties of BHEL Bhopal .....  | 34 |
|        | BHEL Bhopal represents and warrants to the SPD that: .....   | 34 |
| 17.3   | Obligation to Notify Change.....   | 34 |
| 18     | ARTICLE 18: MISCELLANEOUS PROVISIONS.....  | 35 |
| 18.1   | Amendment.....   | 35 |
| 18.2   | Third Party Beneficiaries.....   | 35 |

|       |  |     |
|-------|--|-----|
| 18.3  | Waiver.....  | 35  |
| 18.4  | Confidentiality.....   | 35  |
| 18.5  | Severability .....   | 35  |
| 18.6  | Notices .....  | 35  |
| 18.7  | Language.....  | 36  |
| 18.8  | Restriction of Shareholders' / Owners' Liability .....                     | 36  |
| 18.9  | Taxes and Duties .....   | 36  |
| 18.10 | Independent Entity .....   | 36  |
| 18.11 | Compliance with Law .....  | 36  |
| 18.12 | Notice of Damage or Emergency.....   | 37  |
|       | The SPD shall-.....  | 37  |
| 18.13 | Goodwill and Publicity.....  | 37  |
| 18.14 | Entire Agreement.....  | 37  |
| 18.15 | Counterparts.....  | 37  |
| 18.16 | Immunity to Government of India .....                                      | 37  |
| 18.17 | Bribes and Gifts .....   | 37  |
|       | SCHEDULE 1: FORMAT OF THE PERFORMANCE BANK GUARANTEE.....                  | 39  |
|       | SCHEDULE 2: List of Banks for Issuance of Performance Bank Guarantee ..... | 42  |
|       | SCHEDULE 3: COMMISSIONING PROCEDURE.....                                   | 43  |
|       | Commissioning Procedure .....  | 443 |
|       | Installation Report .....  | 465 |
|       | Sample Connectivity Report .....   | 476 |
|       | Sample Synchronization Certificate .....                                   | 47  |
|       | Commissioning Certificate of Solar PV Power Project.....                   | 498 |
|       | Annexure-J .....   | 479 |
|       | Annexure-<br>K.....  | 50  |
|       | Annexure-<br>L.....  | 51  |
|       | Annexure-M .....   | 52  |

This Power Purchase Agreement is made on the ..... day of ..... of 2025. Between **M/s. ....** (**P**) **LTD**, a company incorporated under the Companies Act 1956, having its registered office at BHOPAL hereinafter referred to as “**SPD**”, which expression shall, unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assignees) as a Party of the **First part**. And **M/s Bharat Heavy Electricals Limited (BHEL), Bhopal** hereinafter referred to as “**BHEL Bhopal**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assignees) as a Party of the **Second part**.

SPD and User are individually referred to as ‘Party’ and collectively referred to as ‘Parties’.

- A. Whereas a PPA has been executed between SPD and BHEL Bhopal on **Date**, for setting up of 1075 KWp (Roof Top) & 2000 KWp Ground mounted Solar Power Project at BHEL Bhopal.
- B. Whereas, SPD shall Build, Own & Operate & maintain the Project(s) and will also make all required investments for the Projects.
- C. Whereas, the proposed Project being setup at BHEL Bhopal and will be connected to designated BHEL Bhopal grid at 415V & 11 kV voltage level or any other voltage level as consented by the BHEL Bhopal.
- D. Whereas, SPD shall operate and maintain the Project(s) for the period of minimum TWENTY-FIVE (25) years (or extended period as mutually agreed) from the date of Commercial Operation Date (COD) of the project(s);
- E. Whereas, SPD has agreed to sell entire energy generated from project to BHEL Bhopal and BHEL Bhopal has agreed to purchase such Power from this solar project as per terms and conditions contained herein and at a tariff as per **Article 9**.
- F. Whereas, BHEL Bhopal has agreed to pay for the energy purchased from SPD at a tariff to be determined as per provisions contained herein;
- G. Tariff shall be as per the Article 9.
- H. Whereas any implication of Change in Law as per Article 12 which shall result in a revision of the tariff accordingly, applicable from the month subsequent to such change.

**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:**

## **1 ARTICLE 1: DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

The terms used in this Agreement, 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 / regulations framed there under, including those issued / framed by the Appropriate Commission (as defined hereunder), as amended or re-enacted from time to time.

|  |  |
|--|--|
| Accounting Year                              | Means the Financial Year commencing from 1st April of a calendar year and ending on 31st March of the next calendar year. The 1st accounting year for the unit shall start from the date of commissioning of the unit and shall end on the 31st March of the next calendar year;                         |
| Act or Electricity Act, 2003                 | Shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.   |
| “Associate/Affiliates”                       | means, in relation to a Bidder, or a Member of a Consortium, a Person who Controls, is Controlled by, or is under the common Control of such Bidder or Member of a Consortium who is developing the project.   |
| Agreement or 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.  |
| Appropriate Commission                       | shall mean the Central Electricity Regulatory Commission referred to in sub-section (1) of section 76 or the State Electricity Regulatory Commission referred to in section 82 or the Joint Electricity Regulatory Commission referred to in Section 83 of the Electricity Act 2003, as the case may be. |
| 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.  |
| Bulk Consumer                                | Shall have the same meaning as provided in CERC (Indian Electricity Grid Code) Regulations, 2010 as amended from time to time.   |
| Business Day                                 | Shall mean with respect to SPD and BHEL Bhopal, a day other than Sunday or a statutory holiday, on which the banks remain open for business in Bhopal.   |
| “Buying Entity”                              | Shall mean USER who have signed the PPA with SPD for purchase of Power;  |
| Capacity Utilisation Factor or CUF           | Shall have the same meaning as provided in CERC/MPERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 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.    |
| CERC   | Shall mean the Central Electricity Regulatory Commission of India, constituted under sub-section (1) of Section 76 of the Electricity Act, 2003, or its successors.  |
| Change in Law                                | Shall have the meaning ascribed thereto in Article 12 of this Agreement.   |

|                                 |  |
|---------------------------------|--|
| “Check Meter”                   | Any meter and/or metering device of accuracy class equivalent to the Main Meter, which shall be connected to the same core of the Current Transformer & Voltage Transformer to which Main meter is connected and shall be used for accounting and billing of electricity in the case of failure of Main meter;   |
| Commissioning                   | Shall have the meaning ascribed thereto in Article 5 of this Agreement.  |
| Commercial Operation Date (COD) | Shall be the actual date of commissioning of full capacity (i.e. the full capacity of the entire Power Project has been commissioned and the SPD starts scheduling and injecting power from the Power Project to the Delivery Point) of the Project as declared by BHEL Bhopal.  |
| 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 Agreement.   |
| Consents, Clearance and Permits | Shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any appropriate authority for the purpose of setting up of the generation facilities and / or supply of power.   |
| Consultation Period             | Shall mean the period of sixty (60) days or such other longer period as the Parties may agree, commencing from the date of issuance of a SPD Preliminary Default Notice or BHEL Bhopal Preliminary Default Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances.  |
| Contract Year                   | Shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that: (i) in the financial year in which the COD would occur, the Contract Year shall end on the date immediately before the COD and a new Contract Year shall commence once again from the COD and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and (ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement. |
| Contracted Capacity             | Shall mean <b>1075 KW (Roof Top) + 2000 KW Ground mounted</b> contracted with BHEL Bhopal for supply by the SPD to BHEL Bhopal at the Delivery Point from the Solar Power Project.   |
| Day                             | Shall mean a day, if not a Business Day, the immediately succeeding Business Day.  |
| Delivery/Interconnection        | Shall mean the point at 415 V or 11 kV switchgear of the load centre of BHEL Bhopal where the power from the solar power project is injected (including the dedicated Power cable connecting the power project with the interconnection point). For interconnection with grid and metering, the SPDs shall abide by the relevant CERC/SERC Regulations, Grid Code, and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time. All charges and losses related to Transmission of power from project up to delivery point (including but not limited to, transmission,   |

|                                      |  |
|--------------------------------------|--|
|                                      | wheeling, Unscheduled Interchange, Scheduling, Reactive power etc.) as notified by the competent authority/ regulator up to the Delivery Point shall be borne by the SPD.  |
| DISCOMS                              | Shall mean the distribution utility or the distribution utilities.   |
| Dispute                              | Shall mean any dispute or difference of any kind between BHEL Bhopal and the SPD, in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16 of this Agreement.   |
| Due Date                             | Shall mean the Thirty (30 <sup>th</sup> ) day after a Monthly Bill or a Supplementary Bill is received and duly accepted by BHEL Bhopal, if such day is not a Business day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by BHEL Bhopal.  |
| Effective Date                       | Shall have the meaning ascribed there to in Article 2.1 of this Agreement.   |
| Electricity Laws                     | Shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments there to and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission.  |
| Energy Accounts/Joint meter reading  | Shall mean Joint Meter Reading including the revisions and amendments thereof recorded by USER & SPD; For the energy accounting purpose including billing such JMRs shall be binding on both Parties   |
| Event of Default                     | Shall mean the events as defined in Article 13 of this Agreement.  |
| Expiry Date                          | Shall mean the date occurring twenty-five (25) years from the Commercial Operation Date of the Project subject to that the supply of power shall be limited for a period of 25 years from the Unit Commercial Operation Date of respective Unit(s) unless extended by the Parties as per this Agreement.   |
| Financing Agreements                 | Shall mean the agreements pursuant to which the SPD has got financing for the Power 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 BHEL Bhopal. |
| Force Majeure or Force Majeure Event | Shall have the meaning ascribed thereto in Article 11 of this Agreement.   |
| Grid Code / IEGC or State Grid Code  | Shall mean the Grid Code specified by the CERC under Clause (h) of Subsection (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 Sub-section (1) of Section 86 of the Electricity Act 2003, as applicable.                    |



|                                     |   |
|-------------------------------------|---|
| “Incremental Receivables”           | Shall mean the amount of receivables, in excess of the amounts which have already been charged or agreed to be charged in favour of the parties by way of a legally binding agreement, executed prior to the Effective Date;  |
| Indian Governmental Instrumentality | Shall mean the Government of India, Governments of state(s) of Madhya Pradesh and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or any of the above state Government(s) or both, any political subdivision 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 SPD in accordance with Article 8 of this Agreement.   |
| Interconnection Facilities on       | Shall mean the facilities on SPD’s side of the Delivery Point for scheduling, transmitting and metering the electrical output in accordance with this Agreement and which shall include, without limitation, all other transmission lines and associated equipment, transformers, relay and switching equipment and protective devices, safety equipment and RTU, Data Transfer and Acquisition facilities for transmitting data subject to Article 7, the Metering System required for supply of power as per the terms of this Agreement. |
| Invoice or Bill                     | Shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by any of the Parties.   |
| Law                                 | Shall mean in relation to this Agreement, 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 shall include without limitation all rules, regulations, decisions and orders of the Appropriate Commissions.                    |
| “Letter of Credit” or “L/C”         | Shall have the meaning ascribed thereto in Article 6.4 of this Agreement;   |
| Month                               | Shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month.  |
| “Metering date”                     | Shall be same as of BHEL’s billing date with discom unless otherwise mutually agreed among parties , at present it is 24 <sup>th</sup> -23 <sup>rd</sup> of calendar month.   |
| Metering Point                      | The location at which the Main, Check/Stand – By energy meters are connected to the grid through instrument transformers (voltage transformers and current transformers) or direct in LT network and energy injected or drawn is measured.  |
| “MUST RUN”                          | Means this power plant which is not subjected to Merit Order dispatch principles; USER shall also ensure deployment of efficient energy management system so as to ensure entire energy generation capability of the Project;   |
| Operating Period                    | Shall mean the period commencing from the Commercial Operation Date, until the last day of the Term of this Agreement or date of earlier termination of this Agreement in accordance with Article 2 of this Agreement.  |

|   |  |
|---|--|
| Open Access Charges                                   | Shall mean the charges levied by the CTU/ RLDC / STU/ SLDC of the State wherein the Solar Power Project is located for the grant of Open Access as defined in Electricity Act 2003 and amended time to time.   |
| Party and Parties                                     | Shall have the meaning ascribed there to in the recital to this Agreement.   |
| Performance Bank Guarantee                            | Shall mean the irrevocable unconditional bank guarantee, submitted by the SPD to BHEL Bhopal from a bank mentioned in Schedule 2 of this Agreement in the form attached hereto as Schedule1.   |
| Power Project or Project                              | Shall mean the solar power generation facility of Contracted Capacity of <b>1075 KWp (Roof Top) &amp; 2000 KWp Ground mounted</b> , located at BHEL, Bhopal, Madhya Pradesh State. This includes all units and auxiliaries such as water supply, treatment or storage facilities. bay/s for transmission system in the switch yard, dedicated transmission line/ cable as per requirement up to the delivery point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power as per this Agreement. |
| Preliminary Default Notice                            | Shall have the meaning ascribed there to in Article13 of this Agreement.   |
| Project Financing /Arrangements for Financial Closure | Shall mean arrangement of necessary funds by the Project Developer either by way of commitment of funds by the company from its internal resources and/or tie up of funds through a bank /financial institution by way of sanction of a loan or letter agreeing to finance.  |
| 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:<br>· operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be incorporated in the Power Project.<br>· the requirements of Indian Law. and the physical conditions at the site of the Power Project.   |
| SPD   | Solar Project developer  |
| NIT   | Notice Inviting Tender for which the current PPA is a part and through which the SPD has been selected   |
| BOOT  | Build Own Operate maintain and Transfer  |

## 1.2 Interpretation

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

- 1.2.1 "Agreement" shall be construed as including a reference to its Schedules and/or Appendices and/or Annexures;
- 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 Agreement;
- 1.2.3 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);
- 1.2.4 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;
- 1.2.5 "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;
- 1.2.6 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 entity) 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;
- 1.2.7 "Rupee", "Rupees", "Rs" or rupee symbol "₹" shall denote Indian Rupees, the lawful currency of India;
- 1.2.8 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;
- 1.2.9 Words importing the singular shall include the plural and vice versa;
- 1.2.10 This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented;
- 1.2.11 A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time;
- 1.2.12 A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time;
- 1.2.13 Different parts of this Agreement 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 Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part;
- 1.2.14 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement;
- 1.2.15 All interest, if applicable and payable under this Agreement, shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty-five (365) days;

1.2.16 The words “hereof” or “herein”, if and when used in this Agreement shall mean a reference to this Agreement;

1.2.17 The terms “including” or “including without limitation” shall mean that any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;

## **2 ARTICLE 2: TERM OF AGREEMENT**

### **2.1. Effective Date**

2.1.1 This Agreement shall come into effect from Date: .....

### **2.2 Term of Agreement**

2.2.1 This Agreement subject to Article 2.3 and 2.4 shall be valid for a term from the Effective Date until the Expiry Date. This Agreement may be extended for a further period provided such an extension is agreed in writing on agreed terms and conditions between SPD and BHEL Bhopal and that such extension is obtained at least one hundred eighty (180) days prior to the Expiry Date.

2.2.2 On extension of the PPA, the SPD is free to operate their plants beyond the Expiry Date if other conditions like permits, approvals and clearances etc., allow.

### **2.3 Early Termination**

2.3.1 This Agreement shall terminate before the Expiry Date if either BHEL Bhopal or SPD terminates the Agreement, pursuant to Article 13 of this Agreement.

### **2.3.2 Obligation on Expiry of the Agreement**

Subject to Article 2.2 above, at the end of the Term of the Agreement, the SPD shall transfer the solar power plant to BHEL Bhopal without any cost, in full working condition along with all the related documents. The SPD undertakes to execute all the required documents for transferring the power plant to effectuate such transfer without any encumbrance to BHEL Bhopal.

After expiry of PPA/extension of PPA tenure if any A Handing over/Taking over certificate shall be mutually signed between BHEL & SPD subject to verification of solar power plant as per annexure-“L”.

### **2.4 Survival**

2.4.1 The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive damages as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 11 (Force Majeure), Article 13 (Events of Default and Termination), Article 14 (Liability and Indemnification), Article 16 (Governing Law and Dispute Resolution), Article 17 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive on expiry or termination of this Agreement.

### **2.5 Project Capacity**

1075 KWp (Roof Top) + 2000 KWp Ground mounted

### 3 ARTICLE 3: CONDITIONS SUBSEQUENT

#### 3.1 Satisfaction of conditions subsequent by the SPD

The SPD agrees and undertakes to duly perform and complete all of the following activities at SPD's own risk and cost within six (6) months from the Effective Date, unless such completion is affected by any Force Majeure event, or if any of the activities is specifically waived in writing by BHEL Bhopal:

- a) The SPD shall obtain or apply (as applicable) for all Consents, Clearances and Permits required for construction of the Project as per the terms of this Agreement. The SPD shall also obtain all Consents, Clearances and Permits required for operation and supply of power to BHEL Bhopal before Commissioning of the Project;
- b) The SPD shall make Project financing arrangements and provide necessary certificates to BHEL Bhopal within 90 days from the date of signing the PPA.
- c) The SPD shall make adequate arrangements to connect the Power Project with the Interconnection Facilities at the Delivery Point;
- d) As the proposed interconnection point is not feasible for establishment of metering as per CEA metering regulations, 2006 and its latest amendments, SPD shall create a separate infrastructure suitable for meeting the requirements of meeting CEA metering regulations for metering point and connect the metering point to the delivery point through HT/LT cable whose procurement, laying as per the IS 1255-1983 and its latest amendments and termination at the delivery point shall be in the scope of the SPD.
- e) The SPD shall make necessary arrangements for conducting soil tests before commencement of works.
- f) The SPD shall ensure levelling and clearing of land(provided by BHEL Bhopal) from debris / bushes / trees with necessary approvals, for installation & commissioning the project. Cost to be borne by SPD.
- g) The SPD shall fulfil the technical requirements according to criteria mentioned under Annexure-B of the NIT document and produce the documentary evidence of the same.
- h) The SPD shall make necessary arrangement required for water required for power project (water harvesting facility shall be planned). The SPD shall make necessary arrangements for tapping water from the nearest water source. Water shall be provided by BHEL on chargeable basis. The tariff for water consumption shall be same as declared by BHEL. Water meter to be provided by SPD.
- i) The SPD shall ensure that all the natural drainages/nalas in the site, if any, are not disturbed.
- j) For 2000 KWp ground mounted plant, SPD shall make necessary pathway for movement, maintenance of solar modules along the boundry and in rows of solar modules. Sufficient lighting arrangements shall be provided along the path way. The SPD shall construct a brick boundary wall of 8 feet high along with concertina coil and barbed wire fencing on top of wall all around the solar power plant with two gates for access. The SPD shall also provide sufficient CCTV cameras in consultation with BHEL Bhopal to monitor the movement of personnel etc. in the entire Solar PV plant. The complete security of the power project including man and material shall be taken care by SPD. Layout to be approved by BHEL.
- k) The manpower engaged by SPD shall have access to BHEL Bhopal campus provided they fulfil with BHEL Bhopal security permission & procedures in force from time to time.

The SPD shall submit to BHEL Bhopal the relevant documents as stated above, complying with the Conditions Subsequent, within three (3) months from the Effective Date.

### 3.2 Consequences of non-fulfilment of conditions subsequent

3.2.1 In case of a non-fulfilment of condition subsequent as enumerated in Article 3.1 above, BHEL Bhopal shall encash the Performance Bank Guarantee submitted by the SPD. BHEL Bhopal shall have the right to terminate this Agreement by giving a notice to the SPD in writing of at least seven (7) days unless the delay is on account of delay by Government or Force Majeure. The termination of the Agreement shall take effect upon the expiry of the 7th day of the above notice.

3.2.2 For the avoidance of doubt, it is clarified that this Article shall survive the termination of this Agreement.

3.2.3 In case of inability of the SPD to fulfil any one or more of the conditions specified in Article 3.1 due to any Force Majeure event (Article 4.5.2), the time period for fulfilment of the Conditions Subsequent as mentioned in Article 3.1, shall be extended for the period of such Force Majeure event.

3.2.4 Provided that due to the provisions of this Article 3.2.3, any increase in the time period for completion of conditions subsequent mentioned under Article 3.1, shall also lead to an equal extension in the Scheduled Commissioning Date.

### 3.3 Performance Bank Guarantee

3.3.1 The Performance Bank Guarantee having validity 60 days beyond the tenure of PPA of Rs. 90 Lakhs to be furnished under this Agreement shall be for guaranteeing the commencement of the supply of power up to the Contracted Capacity within the time specified in this Agreement as per format provided in Schedule 1.

3.3.2 The failure on the part of the SPD to furnish and maintain the Performance Bank Guarantee shall be a material breach of the term of this Agreement on the part of the SPD.

3.3.3 If the SPD fails to commence supply of power from the Scheduled Commissioning Date specified in this Agreement or any further extension thereof granted by BHEL Bhopal, subject to conditions mentioned in Article 4.5, BHEL Bhopal shall encash the Performance Bank Guarantee without prejudice to the other rights of BHEL Bhopal under this Agreement.

### 3.4 Return of Performance Bank Guarantee

3.4.1 Subject to Article 3.3, BHEL Bhopal shall return / release the Performance Bank Guarantee within 60 days after the completion of the tenure of the PPA as per provisions stipulated in this Agreement.

3.4.2 The return / release of the Performance Bank Guarantee shall be without prejudice to other rights of BHEL Bhopal under this Agreement.

## 4 ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT

### 4.1 SPD's Obligations

4.1.1 The SPD undertakes to be responsible, at SPD's own cost and risk, for:

- a) Obtaining all Consents, Clearances and Permits as and when required and obtained under Article 3.1 and maintaining all Consents, Clearances and Permits in full force and effect during the Term of this Agreement; and
- b) Designing, constructing, erecting, commissioning, completing and testing the Power Project in accordance with the applicable Law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices.
- c) The commencement of supply of power up to the Contracted Capacity to BHEL Bhopal not later than the Scheduled Commissioning Date and continuance of the supply of power throughout the term of the Agreement;
- d) Connecting the Power Project with Interconnection Facilities at the Delivery Point.

- e) Owning the Power Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 15.
- f) Maintaining its controlling shareholding (controlling shareholding shall mean not less than 51% of the voting rights and paid-up share capital) prevalent at the time of signing of PPA in the Company/Consortium developing the project up to a period of one (1) year after Commercial Operation Date. However, transfer of controlling shareholding within the same Group Companies will be allowed with the written permission of BHEL Bhopal even before one-year period from COD subject to the condition that the management control remains within the same Group Companies.
- g) Performance and fulfilment of all the obligations of the SPD in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the SPD under this Agreement.
- h) SPD warrants that it will comply with all the warranty conditions of the original equipment manufacturer from the date of acceptance of the equipment by the SPD, conform to the specifications and shall maintain the solar power plant as per the recommendations of the original equipment manufacturer.
- i) SPD warrants and confirms that, at all time during the currency of the Agreement, it shall maintain the solar power plant in accordance with the recommendation of OEM.
- j) SPD undertakes and confirms that, it shall impart training to BHEL, Bhopal's staff who are related to day-to-day operation and maintenance of solar power plant without any additional cost.
- k) The SPD shall not cause any damages to the property of BHEL Bhopal during the installation of the solar power plant and also during the operation and maintenance of the same. In the event of any damage caused to property of BHEL Bhopal due to negligence or misconduct of the SPD, the same shall be rectified or replaced (as instructed by BHEL Bhopal) by the SPD at its own cost and expenses. The SPD confirms that, in the event of failure to adhere to the above, BHEL Bhopal shall have the right to withhold the payments due to the SPD until the defect is rectified.
- l) The land shall not be used for any other purpose other than the purpose mentioned at sub-clause 2 of 3.5 of NIT.
- m) Operation and maintenance of the Power Project in accordance with the provisions of this Agreement.
- n) Unless otherwise agreed between the Parties, the SPD shall not carry out any modification of the Premises without the written consent of BHEL Bhopal. The SPD shall maintain general cleanliness of the area around the Power Project during the term of the Agreement.
- o) SPD shall depute competent staff for O&M of the plant.

4.1.2 The SPD shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:

- a) Make, or cause to be made, necessary applications to the relevant government agencies with such particulars and details, as may be required for obtaining Applicable Permits and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws.
- b) Procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used or incorporated into the Power Project.

- c) Make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement.
- d) Ensure and procure that the SPD and its Contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the SPD's obligations under this Agreement.
- e) Take all necessary and reasonable safety precautions with respect to providing the installation work, solar power and operations during the term of the Agreement that shall comply with all applicable Laws pertaining to the health and safety of persons and real and personal property.
- f) Not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement.

## 4.2 Information regarding Interconnection Facilities

4.2.1 The SPD shall be required to obtain all information with regard to the Interconnection Facilities necessary to enable it to design, install and operate Plant and all interconnecting apparatus/ equipment on the SPD's side of the Delivery Point to enable delivery of electricity at the Delivery Point.

4.2.2 The transmission of power up to the point of interconnection (that is delivery point which in this case is beyond metering point) shall be the responsibility of the SPD at his own cost. The maintenance of transmission system up to the inter-connection point shall be the responsibility of the SPD.

4.2.3 All costs and charges related to including but not limited to the wheeling charges and losses up to the interconnect point associated with this arrangement will also be borne by the SPD.

## 4.3 Purchase and sale of Contracted Capacity

4.3.1 Subject to the terms and conditions of this Agreement, the SPD undertakes to sell only to BHEL Bhopal and BHEL Bhopal subjected to clause 4.4 below, undertakes to pay Tariff for all the energy supplied at the Delivery Point corresponding to the Contracted Capacity.

## 4.4 Right to Contracted Capacity & Energy

4.4.1 BHEL Bhopal, at any time during a Contract Year, shall not be obliged to Purchase any additional energy from the SPD beyond the declared annual CUF and corresponding energy as per annexure-J shall in no case be less than the CUF mentioned for each year in the table at Annexure – J.

If for any Contract Year, it is found that the SPD has not been able to generate minimum energy corresponding to that FY as mentioned in annex-J till the end of 25 years from the COD for each corresponding year as per Annexure – J, on account of reasons solely attributable to the SPD, the non-compliance by SPD shall make SPD liable to pay the compensation and shall duly pay such compensation to BHEL Bhopal.

This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The compensation shall be equal to the excess tariff payable by BHEL Bhopal (prevailing energy tariff determined by the Madhya Pradesh State Electricity Regulatory Commission as applicable to BHEL Bhopal) over and above the agreed tariff as per Article 9 of this Agreement.

If the SPD is not able to generate minimum energy corresponding to any three years consecutively as per Annexure – J on account of reasons solely attributable to the SPD, then the amount of compensation payable shall be ***doubled over the actual compensation payable for the third year***. If the SPD is not able to generate minimum energy corresponding to any five years consecutively as per Annexure – J on account of reasons solely attributable to the SPD then BHEL reserves the right to terminate PPA without notice and SPD shall cease to have rights



over the solar power plant and shall immediately vacate the premises without any cost liability to BHEL. However, this compensation shall not be applicable in events of Force Majeure identified under PPA with BHEL Bhopal affecting supply of solar power by SPD.

However, the amount of shortfall in generation shall be adjusted, on account of non-availability of grid for power evacuation which is beyond the control of the SPD subject to Art 10.7 & 11.2. and/or occurrence of abnormally low Global Horizontal Irradiance (GHI) year (i.e. if the actual global solar irradiance in the year under consideration is less than 50% of average values of previous two (2) years of annual GHI as available from the nearest IMD/SRRA stations). For avoidance of any doubt, it is clarified that the extent of adjustment in CUF in case of non-availability of grid for evacuation which is beyond the control of SPD subject to Art 10.7 & 11.2. and / or abnormally low annual Global Horizontal Irradiance year and /or force majeure shall not qualify for revenue billing.

Moreover, in case annual GHI is equal to or more than 50% of average value of previous two (2) years of annual GHI as available from the nearest IMD/SRRA stations, no adjustment shall be made in the annual CUF on account of abnormally low annual GHI year. Any energy produced and flowing into the grid before COD shall not be at the cost of BHEL Bhopal under this scheme.

**4.4.2 Excess Generation :** Notwithstanding Article 4.4.1, any excess generation over and above 10% of declared annual CUF as per Annexure – J may be purchased by BHEL Bhopal unless refused by BHEL Bhopal. While the SPD should install DC solar field as per its design of required output, including its requirement of auxiliary consumption and to reconfigure and repower the Project from time to time during the term of the PPA, it will not be allowed to sell any excess power to any other entity other than BHEL Bhopal.

However, in case at any point of time, the peak of capacity reached is higher than the contracted capacity (AC capacity) and may causes disturbance in the system the SPD will have to forego the excess generation and reduce the output to the rated capacity and shall also have to pay the penalty/charges (if applicable) as per applicable regulations / requirements / guidelines of CERC / SERC /SLDC or any other competent agency.

SPD Shall inform and seek written consent from BHEL before injecting excess energy beyond 10% excess limit during any FY.

## 4.5 Extensions of Time

4.5.1 In the event that the SPD is prevented from performing its obligations under Article 4.1 by the Scheduled Commissioning Date due to:

- a) Any BHEL Bhopal Event of Default; or
- b) Force Majeure Events affecting BHEL Bhopal, or
- c) Force Majeure Events affecting the SPD.
- d) Statutory delay not attributed to SPD.

the Scheduled Commissioning Date and the Expiry Date shall be deferred for a reasonable period but not less than 'day for day' basis, to permit the SPD or BHEL Bhopal through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the SPD or BHEL Bhopal, or till such time such Event of Default is rectified by BHEL Bhopal.

4.5.2 In case of extension due to reasons specified in Article 4.5.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of three (3) Months, any of the Parties may choose to terminate the Agreement as per the provisions of Article 13.5.

4.5.3 If the Parties have not agreed, within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on the time period by which the

Scheduled Commissioning Date or the Expiry Date should be deferred, any Party may raise the Dispute to be resolved in accordance with Article 16.

4.5.4 As a result of such extension, the Scheduled Commissioning Date and the Expiry Date newly determined shall be deemed to be the Scheduled Commissioning Date and the Expiry Date for the purposes of this Agreement.

4.5.5 Notwithstanding anything to the contrary contained in this Agreement, any extension of the Scheduled Commissioning Date arising due to any reason envisaged in this Agreement shall not be allowed beyond the date determined pursuant to Article 4.6.

4.5.6 In event of Cl. 4.5.1(d), SPD shall submit enough documentary evidences with time extension request, however BHELs decision shall prevail in this regard.

#### **4.6 Liquidated Damages for delay in commencement of supply of power to BHEL Bhopal**

4.6.1 If the SPD is unable to commence supply of power to BHEL Bhopal by the Scheduled Commissioning Date other than for the reasons specified in Article 4.5.1, the SPD shall pay to BHEL Bhopal, damages for the delay in such commencement of supply of power and making the Contracted Capacity available for dispatch by the Scheduled Commissioning Date as per the following:

- a) Delay up to one (1) month – 1st part of the Performance Bank Guarantee (PBG) amounting to Rs.18 Lakhs shall be encashed by BHEL Bhopal, proportionally calculated on per day basis (Rs 60000) for delay up to 1 month from the Scheduled Commissioning Date.
- b) Delay of more than one (1) month and up to three (3) months: BHEL Bhopal shall encash the remaining 72 lakhs of PBG, proportionally calculated on per day basis (Rs 120000) for delay up to another two months.
- c) In case of part or full encashment of PBG as cited at 4.6 (a) and 4.6 (b), the PBG shall be replenished to the full amount as per clause 3.11(ii) of the NIT. All the charges for the replenishment/renewal shall be borne by the SPD.
- d) In case the commissioning of the Project is delayed by more than 3 months after scheduled commissioning date, i.e. beyond 9 months from signing of PPA, BHEL Bhopal reserves the right to terminate the PPA and cancel the Project.
- e) For the purpose of calculations for penalty, the month shall be considered consisting of 30 days.

#### **4.7 Acceptance/Performance Test**

4.7.1 Prior to synchronization of the Power 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 Chief Electrical Inspectorate, Govt. of Madhya Pradesh or agency identified by the central government/state government to carry out testing and certification for the solar power projects. All the results of the performance test shall be made available to BHEL Bhopal. Any suggestion or recommendations by such test report shall be adhered by the SPD and shall furnish proof to BHEL Bhopal. The cost incurred in pursuance to such acceptance/performance test shall be borne by SPD.

#### **4.8 Third Party Verification**

4.8.1 The SPD shall be further required to provide entry to the site of the Power Project free of all encumbrances at all times during the Term of the Agreement to BHEL Bhopal and a third Party if nominated by BHEL Bhopal or any Govt. agency for inspection and verification of the works being carried out by the SPD at the site of the Power Project if required.

4.8.2 The third party may verify the construction works/operation of the Power Project being carried out by the SPD and if it is found that the construction works/operation of the Power

Project is not as per the Prudent Utility Practices, it may seek clarifications from SPD or require the works to be stopped or to comply with the instructions of such third party.

4.8.3 The third party may carry out checks for testing the CUF of the Power Project in accordance with Clause 4.4.1.

4.8.4 During the Term of this Agreement, the SPD shall undertake to conduct performance test or the third party verification on its own cost and expenses and shall comply with the recommendation of such test if required. The SPD shall share the copies of such report, if any, with BHEL Bhopal.

#### **4.9 BHEL, Bhopal's Obligations**

4.9.1 BHEL Bhopal shall, at its own cost and expense, undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.

4.9.2 BHEL Bhopal shall provide access to roof and land for proposed solar plants.

4.9.3 Stairs of suitable size approx. 5' width shall be provided at single point to every roof.

4.9.4. Road upto the ground mounted solar plant shall be in BHELs scope.

4.9.5 Storage area of suitable size approx. (15X20') shall be provided inside factory.( store may be inspected by BHEL during PPA).

4.9.6 Water connections with control valve preferably at ground near to individual project site shall be provided by BHEL at single point. (meters and further piping for module washing shall be in SPD's scope)

4.9.7 BHEL Bhopal shall make timely payments of Tariff to the SPD as per the procedure set out in Article10 (Billing And Payment).

4.9.8 BHEL Bhopal shall provide the sufficient roof & land for the tenure of this agreement on free to use basis (land approx. 8.63 acres) at BHEL, Bhopal for installation of the solar power plant and the access thereto.

The geographical co-ordinates of BHEL, Bhopal (Factory) are 23.245014° N, 77.460656° E and The coordinates of the designated land area are 23.245928° N, 77.441092° E.

4.9.9 BHEL Bhopal agrees to provide support to the SPD and undertake to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following:

- a) Upon written request from the SPD, and subject to the SPD complying with Applicable Laws, provide reasonable support and assistance to the SPD in procuring Applicable Permits required from any government agencies for implementation and operation of the Project;
- b) Not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;
- c) Act reasonably, while exercising its discretionary power under this Agreement;
- d) Support, cooperate with and facilitate the SPD in the implementation and operation of the Project in accordance with the provisions of this Agreement.
- e) Issue required gate passes and permission upon written request from SPD for smooth execution of project.
- f) However, BHEL Bhopal is not obligatory for the safety, security and wages for the employees/labours working under SPD and executing this project.

## **5. ARTICLE 5: SYNCHRONISATION, COMMISSIONING & COMMERCIAL OPERATION**

### **5.1 Synchronization, Commissioning and Commercial Operation**

5.1.1 The SPD shall give the concerned state authorities, BHEL Bhopal at least twenty (20) days advanced preliminary written notice and at least ten (10) days advanced final written notice, of the date on which it intends to synchronize the Power Project to the Grid System.

5.1.2 Subject to Article 5.1.1, the Power Project may be synchronized by the SPD to the Grid System 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 System.

5.1.3 The synchronization equipment/Inverter shall be installed by the SPD at its generation facility of the Power Project at its own cost. The SPD shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted by concerned state authorities in intimation to BHEL Bhopal or a third party nominated by BHEL Bhopal.

5.1.4 The SPD shall immediately after each synchronization/tripping of generator, inform BHEL Bhopal and all other concerned authorities in accordance with applicable Grid Code under intimation to BHEL Bhopal. In- Addition the SPD will inject infirm power to grid time to time to carry out operational/ functional test prior to commercial operation.

5.1.5 The SPD shall commission the Project as detailed in “Schedule 3: Commissioning Procedure” *within six (6) Months of the date of signing of PPA.*

## **6. ARTICLE 6: DISPATCH AND SCHEDULING**

### **6.1 Dispatch and Scheduling**

6.1. The SPD shall be required to Schedule its power as per the applicable regulations / requirements / guidelines of CERC / SERC and maintain compliance to the applicable Codes/ Grid Code requirements and directions.

## **7 ARTICLE 7: METERING**

### **7.1 Meters**

7.1.1 For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the SPD and BHEL Bhopal shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, the Grid Code, as amended and revised from time to time.

7.1.2 The SPD shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at SPD's side of Delivery Point.

7.1.3 In addition to ensuring compliance of the applicable codes, the SPD shall install Main & Check/stand-by meters as per applicable CEA rules at the Delivery Point. All the meters must be ABT compliant.

7.1.4 Measurement of Electrical Energy shall be done at the metering point jointly by the parties.

7.1.6 The Energy reading shall clearly state Import, export, Net and pf for the billing period.

7.1.7 For Monthly bill purpose Net Energy (Export-Import) reading shall be considered.

7.1.8 As per prevailing guidelines SPD shall ensure for meter testing and its calibration in every two years to maintain the accuracy, a copy of certificate shall also be submitted to BHEL.

7.1.9 There shall be a meter for water usage in proposed plants, relevant clauses as above shall also apply on water meter also, water supply charges shall be as per BHEL declared rates subject to revision.

### 7.1.9 Energy Scheduling

It is understood and agreed by and between the parties that SPD shall operate the Project as per applicable grid operating standards and relevant statutory provisions/ guidelines and codes, as applicable from time to time.

It is agreed between the Parties that the Project shall be treated as 'MUST RUN' and shall not be subject to merit order dispatch.

## 7.2 Reporting of Metered Data and Parameters

7.2.1 The grid connected solar PV power plants will install necessary equipment for regular monitoring of solar irradiance (including GHI, DHI and solar radiation in the module plane), ambient air temperature, wind speed and other weather parameters and simultaneously for monitoring of the electric power (both DC and AC) generated from the Project.

7.2.2 Online arrangement would have to be made by the SPD at its own cost for submission of above data regularly for the entire period of this Power Purchase Agreement to BHEL Bhopal and the concerned Ministry or concerned agency as per applicable regulation / directions. Suitable arrangement should be made for SCADA facility. SPD shall build adequate capacity RCC roof building within the premises of SPV power project site (Only applicable for ground mounted) for housing the inverters, SCADA, metering units and utility room/office rooms etc.

7.2.3 Reports on above parameters on monthly basis shall be submitted by the SPD to BHEL Bhopal for entire period of PPA.

7.2.4 Viewing rights of online plant generation portal shall be provided to BHEL Bhopal.

7.2.5 SPD shall install 1 weather monitoring system for ground mounted and at least 1 system for all roof top installations (inside factory).

## 8 ARTICLE 8: INSURANCES

### 8.1 Insurance

8.1.1 The SPD shall effect and maintain or cause to be effected and maintained, at its own cost and expense, throughout the Term of PPA, Insurances against such risks, with such deductibles and with such endorsements and co-insured(s), which the Prudent Utility Practices would ordinarily merit maintenance of and as required under the Financing Agreements and under applicable laws.

### 8.2 Application of Insurance Proceeds

8.2.1 Save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

### 8.3 Effect on liability of BHEL Bhopal

8.3.1 Notwithstanding any liability or obligation that may arise under this Agreement, 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 BHEL Bhopal.

## 9 ARTICLE 9: APPLICABLE TARIFF

9.1 The tariff for sale of power is determined as per the tariff discovered through the Competitive bidding process. This tariff is valid for entire duration of this agreement. Any implication of Change in Law as per Article 12 which shall result in a revision of the tariff accordingly, applicable from the month subsequent to such change.

9.2 The SPD shall be entitled to receive the Tariff of Rs. **X.xx (X Rupees and X Paise)** / kWh, fixed for the entire Term of the PPA with effect from ~~149~~ **149** COD.

- 9.3 Any energy produced and flowing into the grid before COD shall not be at the cost of BHEL Bhopal under this scheme and in case of excess generation over and above 10% of declared CUF, the first right of refusal for purchase of such power shall be with BHEL Bhopal.
- 9.4 The Selected Project Developer will be required to submit all information and documents as desired by BHEL Bhopal from time to time.

#### 9.5 Auxiliary Power Consumption by the SPD

SPD shall be entitled to draw the power for its auxiliary consumption from the grid. Auxiliary power shall be adjusted by BHEL Bhopal from energy billing through net off scheme from the delivered energy, as indicated below:

Nett Energy

= Delivered Energy by the SPD at Delivery Point

– Energy draws from Grid for auxiliaries as recorded at the Delivery Point.

#### 9.6 Power Factor (PF)

- (a) For any Billing period Average power factor shall not to be less than 0.95 for 2000KWp & roof top plant of 495 KWp on monthly average basis, calculation of PF will be same as defined by MP SERC with latest revision.
- (b) If PF is not maintained 0.95 and above as per clause 9.6(a) by SPD for 2 consecutive months penalty of 1% of total energy charges of that plant for that month shall be deducted.

#### 9.7 Water Consumption charges

- (a) BHEL Bhopal shall declare and communicate the applicable water charges to SPD on quarterly basis, upon official request duly made by SPD. As of now prevailing water charges are Rs 16/KL ( Rs. 16 per kilo liter).

Joint water meter reading shall also be taken along with energy meter readings and suitable bill shall be submitted on monthly basis

## 10 ARTICLE 10: BILLING AND PAYMENT

### 10.1 General

10.1.1 From the commencement of supply of power i.e COD, BHEL Bhopal shall pay to the SPD the monthly Tariff Payments subject to the adjustments as per provisions of this Agreement, in accordance with this Article and Article 9. All Tariff Payments by BHEL Bhopal shall be in Indian Rupees.

### 10.2 Delivery and Content of Monthly Bills/Supplementary Bills

10.2.1 The SPD shall issue to BHEL Bhopal a signed Monthly Bill/Supplementary Bill for the immediately preceding Month. Each Monthly Bill shall include all charges as per this Agreement for the energy supplied for the relevant Month based on Joint Meter reading.

Component of Bill may be as under:-

- 1) The Monthly Bill amount shall be the product of the Nett energy supplied and the applicable Tariff.
- 2) Duty and Cess and any statutory charges as applicable as per prevailing guidelines on actual basis for reimbursement claim along with proof of payment made on behalf of BHEL.
- 3) Any mutually agreed supplementary bill/adjustments if applicable.
- 4) Charges of Water consumption shall also deducted from monthly bill.
- 5) Penalty/ adjustment of any disputed bills etc.

### 10.3 Payment of Monthly Bills

10.3.1 BHEL Bhopal shall pay the amount payable under the Monthly Bill/Supplementary Bill by the Due Date to such account of the SPD, as shall have been previously notified by the SPD in accordance with Article 10.3.2 (iii) below.

10.3.2 All payments required to be made under this Agreement shall also include any deduction or set off for:

- (i) deductions required by the Law; and
- (ii) Income tax as applicable shall be deducted at source by BHEL from the Monthly Bills and TDS certificate will be issued.
- (iii) amounts claimed by BHEL Bhopal, if any, from the SPD, through an invoice to be payable by the SPD, and not disputed by the SPD within fifteen (15) days of receipt of the said Invoice and such deduction or set-off shall be made to the extent of the amounts not disputed. It is clarified that BHEL Bhopal shall be entitled to claim any set off or deduction under this Article, after expiry of the said fifteen (15) Days period.
- (iv) The SPD shall open a bank account at ..... [Insert name of place] (the "SPD's Designated Account") for all Tariff Payments (including Supplementary Bills) to be made by BHEL Bhopal to the SPD, and notify BHEL Bhopal, of the details of such account at least ninety (90) Days before the dispatch of the first Monthly Bill. BHEL Bhopal shall also designate a bank account at ..... (insert place) for payments to be made by the SPD to BHEL Bhopal, if any, and notify the SPD of the details of such account ninety (90) Days before the Scheduled Commissioning Date. BHEL Bhopal and the SPD shall instruct their respective bankers to make all payments under this Agreement to the SPD's Designated Account or BHEL, Bhopal's Designated Account, as the case may be, and shall notify either Party of such instructions on the same day.

10.3.3 In the event of early Commissioning of the Project the payment for the power fed to the grid will be accounted from the date of COD, but SPD would be allowed to raise Bills against such power only from the date not earlier than two months prior to Scheduled Commissioning Date.

### 10.4 Disputed Bill

10.4.1 If Party does not dispute a Monthly Bill or a Supplementary Bill raised by the other Party by the Due Date, such Bill shall be taken as conclusive.

10.4.2 If the BHEL Bhopal disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay 50% of the disputed amount as per bill cycle and payment terms, and issue a notice (the "Bill Dispute Notice") within 15 days to the invoicing Party setting out:

- (i) its estimate of what the correct amount should be; and
- (ii) all written documents in support of its claim.

10.4.3 If the SPD agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.4.2, the SPD shall revise such Bill and present along with the next Monthly Bill. In such a case, the excess amount shall be refunded back to the disputing party or shall be adjusted in the next monthly bill

10.4.4 If the SPD does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.4.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the BHEL Bhopal providing:

- (i) reasons for its disagreement;
- (ii) its estimate of what the correct amount should be; and

(iii) all written documents in support of its counter-claim.

10.4.5 Upon receipt of the Bill Disagreement Notice by the BHEL Bhopal under Article 10.4.4, authorized representative(s) of the BHEL Bhopal and SPD shall meet and make best endeavours to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

10.4.6 If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to Article 10.4.4, the matter shall be referred to Dispute resolution in accordance with Article 16.

10.4.7 For the avoidance of doubt, it is clarified that despite a Dispute regarding an Invoice, BHEL Bhopal shall, without prejudice to its right to Dispute, be under an obligation to make payment of 50% of the Disputed Amount or actual energy cost whichever is less in the Monthly Bill.

## 10.5 Quarterly and Annual Reconciliation

10.5.1 The Parties acknowledge that all payments made against Monthly Bills and Supplementary Bills shall be subject to quarterly reconciliation within 30 days of the end of the quarter at the beginning of the following quarter of each Contract Year and annual reconciliation at the end of each Contract Year within 30 days to take into account the Energy Accounts, Tariff adjustment payments, or any other reasonable circumstance provided under this Agreement.

10.5.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year as the case may be has been finally verified and adjusted, the SPD and BHEL Bhopal 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. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 16.

## 10.6 Payment of Supplementary Bill

10.6.1 SPD may raise a ("Supplementary Bill") for payment on account of:

- (i) Adjustments required by Joint Meter Reading (if applicable); or
- (ii) Change in Law as provided in Article 12, or and such Supplementary Bill shall be paid by the other Party.

10.6.2 BHEL Bhopal shall remit all amounts due under a Supplementary Bill raised by the SPD to the SPD's Designated Account by the Due Date. If any claim is being raised pursuant to the Article 4.4.1, BHEL Bhopal shall make adjustment in the payment made to the SPD.

## 10.7 Off take constraints due to Connectivity Infrastructure /Grid/ load Unavailability, Breakdowns or schedule maintenance

### 10.7.1 Generation Compensation in offtake constraint (Connectivity constraint):-

After the Scheduled Commissioning Date, if the plant is ready but the necessary power evacuation/ connectivity infrastructure is not ready or limitations of the BHEL Bhopal Substation, for reasons not attributable to the SPD, leading to offtake constraint, the provision for generation compensation is as follows

| : Connectivity Constraint   | Provision for Generation Compensation   |
|---|---|
| If the Project is ready but the Necessary power evacuation/connectivity infrastructure is not ready or limitations of the BHEL Bhopal | a. The CUF as per the NIT Document, for the period of grid/load unavailability, shall be taken for the purpose of calculation of generation loss. Corresponding to this generation loss, SPD shall raise bill to BHEL Bhopal and shall be |



|  |   |
|--|---|
| Substation, leading to off-take constraint | paid by the BHEL, Bhopal at the PPA tariff so as to offset this loss. |
|--|---|

#### 10.7.2 Generation Compensation in offtake constraints due to Load Unavailability: -

During the operation of the Project, there can be some periods where the Project can generate power but due to temporary transmission/ distribution unavailability/ low load availability, the power is not evacuated, for reasons not attributable to the SPD. In such cases the generation compensation shall addressed in following manner:

| Duration of Grid/Load Unavailability                          | Provision for Generation Compensation  |
|---|--|
| Hours of load/grid unavailability during a monthly bill cycle | <ol style="list-style-type: none"> <li>1) Shall only be compensated if the required minimum generation as per declared CUF in annex-J is not met for that financial year.</li> <li>2) For calculation of energy, reference of previous days generation of same hours will be taken, if previous day is not available than last day tracing backwards on which generation occurred will be considered.</li> </ol> |

#### 10.7.3 Generation Compensation in offtake constraint (Maintenance or Breakdown constrain):-

10.7.3.1 A maintenance window of 1 day in each FY, i.e hours between 8 am to 4 pm shall be provided without claiming generation loss by SPD.

10.7.3.2 For Solar roof top plants a roof maintenance period of 7 days i.e hours between 8 am to 4 pm in a FY shall be provided without claiming generation loss by SPD. BHEL will make its efforts to execute the maintenance work such that partial shutdown of solar plant may be required and major portion of plant remain operational.

10.7.3.3 During any maintenance as declared in cl. 10.7.3 activities shall be planned and informed to SPD with at least 7 days advance notice, shifting and replacement of solar strings shall be done by SPD with no cost implication to BHEL.

## 11 ARTICLE 11: FORCE MAJEURE

### 11.1 Definitions

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

### 11.2 Affected Party

11.2.1 An affected Party means BHEL Bhopal or the SPD whose performance has been affected by an event of Force Majeure.

### 11.3 Force Majeure

11.3.1 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 Agreement, 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 or complied with Prudent Utility Practices:

- a) 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 if and only if it is declared / notified by the competent state / central authority / agency (as applicable);
- b) Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action if and only if it is declared / notified by the competent state / central authority / agency (as applicable); or
- c) 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 Power Project by the Affected Party or those employed or engaged by the Affected Party.
- d) Declaration pandemic, curfew or lockdown by local authority.

#### 11.4 Force Majeure Exclusions

11.4.1 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:

- a) Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project;
- b) Delay in the performance of any contractor, sub-contractor or their agents;
- c) Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
- d) Strikes at the facilities of the Affected Party;
- e) Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- f) Non-performance caused by, or, connected with the Affected Party's:
  - (i) Negligent or intentional acts, errors or omissions;
  - (ii) Failure to comply with an Indian Law; or
  - (iii) Breach of, or default under this Agreement.

#### 11.5 Notification of Force Majeure Event

11.5.1 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 seven (7) 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.

11.5.2 Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. 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 (and not less than monthly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.

11.5.3 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 Agreement, as soon as practicable after becoming aware of each of these cessations.

## 11.6 Duty to Perform and Duty to Mitigate

11.6.1 To the extent not prevented by a Force Majeure Event pursuant to Article 11.3, the Affected Party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

## 11.7 Available Relief for a Force Majeure Event

11.7.1 Subject to this Article 11:

- a) no Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;
- b) 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 4.5;
- c) For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.
- d) 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 Events

## 12 ARTICLE 12: CHANGE IN LAW

### Definitions

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

"Change in Law" means the occurrence of any of the following events after the last date of Bid submission resulting into any additional recurring/ non-recurring expenditure by SPD or any income to SPD:

- 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;
- a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to apply such Law, or any Competent Court of Law;
- the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
- a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits; except due to any default of the Buying Entity;
- any statutory change in tax structure, i.e. change in rates of taxes, duties and cess, or introduction of any new tax, duties and cess made applicable for setting up of Solar Power Project and supply of power from the Project by the SPD and has direct effect on the Project. However,
- Change in Law shall not include
  - i. any change in taxes on corporate income or
  - ii. any change in any withholding tax on income or dividends distributed to the shareholders of the SPD (if applicable), or
  - iii. any change on account of regulatory measures by the Appropriate Commission

In the event a Change in Law results in any adverse financial loss/ gain to the Solar Power Generator/Procurer then, in order to ensure that the Solar Power Generator/procurer is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the Solar Power Generator/ Procurer shall be entitled to compensation by the other party, as the case may be, subject to the condition that the quantum and mechanism of compensation payment shall be determined and shall be effective from such date as may be decided by the Appropriate Commission. 155

In the event of any decrease in the recurring/ non-recurring expenditure by the SPD or any income to the SPD on account of any of the events as indicated above, SPD shall file an application to the appropriate commission no later than sixty (60) days from the occurrence of such event, for seeking approval of Change in Law. In the event of the SPD failing to comply with the above requirement, in case of any gain to the SPD, BHEL Bhopal shall withhold the monthly tariff payments on immediate basis, until compliance of the above requirement by the SPD.

### **Relief for Change in Law**

The aggrieved Party shall be required to approach the Appropriate Commission for seeking approval of Change in Law. The decision of the Appropriate Commission to acknowledge a Change in Law and the date from which it will become effective, provide relief for the same, shall be final and governing on both the Parties.

## **13 ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION**

### **13.1 SPD Event of Default**

13.1.1 The occurrence and / or continuation of any of the events, unless any such event occurs as a result of a Force Majeure Event or a breach by SPD of its obligations under this Agreement, shall constitute a SPD Event of Default:

- i. The failure to commence supply of power to BHEL Bhopal up to the Contracted Capacity, by the end of the period specified in Article 4, or if
  - a) the SPD assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Power Project in contravention of the provisions of this Agreement or
  - b) the SPD transfers or novates any of its rights and/ or obligations under this agreement, in a manner contrary to the provisions of this Agreement except where such transfer
    - 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 Agreement or
    - is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;
- ii. 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, 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 credit-worthiness similar to the SPD and expressly assumes all obligations of the SPD under this Agreement and is in a position to perform them; or
- iii. the SPD repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from BHEL Bhopal in this regard; or
- iv. if SPD fails to fulfil any obligation or discharge any duty imposed on it, under this Agreement or
- v. change in controlling shareholding before the specified time frame as mentioned in Article 4.1.1 of this Agreement; or
- vi. Occurrence of any other event which is specified in this Agreement to be a material breach/ default of the SPD.

## 13.2 BHEL Bhopal Event of Default

13.2.1 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 Agreement, shall constitute the Event of Default on the part of defaulting BHEL Bhopal:

- (i) BHEL Bhopal fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to Article 10.4, for a period of ninety (90) days after the Due Date and the SPD is unable to recover the amount outstanding to the SPD.
- (ii) BHEL Bhopal repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the SPD in this regard; or
- (iii) except where due to any SPD's failure to comply with its obligations, BHEL Bhopal is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by BHEL Bhopal within thirty (30) days of receipt of notice in this regard from the SPD to BHEL Bhopal; or if
- (iv) BHEL Bhopal 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
- (v) any winding up or bankruptcy or insolvency order is passed against BHEL Bhopal, or
- (vi) BHEL Bhopal 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, Provided that it shall not constitute a BHEL Bhopal Event of Default, where such dissolution or liquidation of BHEL Bhopal or BHEL Bhopal is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and has creditworthiness similar to BHEL Bhopal and expressly assumes all obligations of BHEL Bhopal and is in a position to perform them; or;
- (vii) Occurrence of any other event which is specified in this Agreement to be a material breach or default of BHEL Bhopal.

## 13.3 Procedure for cases of SPD Event of Default

13.3.1 Upon the occurrence and continuation of any SPD Event of Default under Article 13.1, BHEL Bhopal shall have the right to deliver to the SPD, with a copy to the representative of the lenders to the SPD with whom the SPD has executed the Financing Agreements, a notice stating its intention to terminate this Agreement (BHEL Bhopal Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

13.3.2 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, BHEL Bhopal may terminate this Agreement by giving a written Termination Notice of thirty (30) days to the SPD.

13.3.3 Subject to the terms of this Agreement, upon occurrence of a SPD Event of Default under this Agreement, the lenders in consultation with BHEL Bhopal may exercise their rights, if any, under Financing Agreements, to seek substitution of the SPD by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the SPD and performing the obligations of the SPD.

Provided that any substitution under this Agreement can only be made with the condition that the selectee meets the eligibility requirements of Notice Inviting Tender (NIT) issued by BHEL Bhopal and accepts and honours all the terms and condition of this PPA signed between SPD and BHEL Bhopal.

13.3.4 The lenders in consultation with BHEL Bhopal may seek to exercise right of substitution under Article 13.3.3 by an amendment or novation of the PPA in favour of the selectee.

The SPD shall cooperate with BHEL Bhopal to carry out such substitution and shall have the duty and obligation to continue to operate the Power Project in accordance with this PPA till such time as the substitution is finalized.

13.3.5 In case the lending institution exercises the right to step in or take over the Project. BHEL Bhopal will also have right to step in along with the lending institution.

#### **13.4 Procedure for cases of BHEL Bhopal Event of Default**

13.4.1 Upon the occurrence and continuation of any BHEL Bhopal Event of Default specified in Article 13.2 the SPD shall have the right to deliver to BHEL Bhopal, a SPD Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.

13.4.2 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.

13.4.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

13.4.4 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 BHEL Bhopal Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, this Agreement may be terminated by the SPD.

#### **13.5 Termination due to Force Majeure**

13.5.1 If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 4.5.2, either Party shall have the right to cause termination of the Agreement. In such an event, this Agreement shall terminate on the date of expiry(15 days) of such Termination Notice.

### **14 ARTICLE 14: LIABILITY AND INDEMNIFICATION**

#### **14.1 Indemnity**

14.1.1 The SPD shall indemnify, defend and hold BHEL Bhopal harmless against:

- a) any and all third party claims against BHEL Bhopal 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 Agreement; and
- b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by BHEL Bhopal from third party claims arising by reason of a breach by the SPD of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the SPD, for which specific remedies have been provided for under this Agreement)
- c) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by BHEL Bhopal arising out of the claims by contract labourers employed by SPD. SPD shall be the Principal Employer in respect to such contract labourers and SPD shall comply with all applicable labour laws; and
- d) all claims for (i) bodily injuries, including death, or damages to property, as well as any indirect or incidental cost, losses or damages, caused by the SPD or its employees in connection with the performance of this Agreement or by his Power Plant, or (ii) any consequential damages and/or any economic loss caused directly or indirectly by SPD, its employees or its Power Plant.

14.1.2 BHEL Bhopal shall indemnify, defend and hold the SPD harmless against:

- a) any and all third party claims against the SPD, 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 BHEL, Bhopal of any of their obligations under this Agreement; and
- b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the SPD from third party claims arising by reason of a breach by BHEL Bhopal of any of its obligations.

## 14.2 Procedure for claiming Indemnity

### 14.2.1 Third party claims

- a) Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 14.1.1(a) or 14.1.2(a), the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 14.1.1(a) or 14.1.2(a) 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. Provided however that, if:

- (i) the Parties choose to refer the dispute before the Arbitrator in accordance with Article 16.3; and
- (ii) the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute,

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.

- b) The Indemnified Party may contest the claim by referring to the Arbitrator for which it is entitled to be Indemnified under Article 14.1.1(a) or 14.1.2(a) and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified party. However, such Indemnified Party shall not settle or compromise such claim without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

An Indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the Indemnified Party if it acknowledges its obligation to indemnify such Indemnified Party, gives such Indemnified Party prompt notice of its intention to assume control of the defence, and employs an independent legal counsel at its own cost that is reasonably satisfactory to the Indemnified Party.

## 14.3 Indemnifiable Losses

14.3.1 Where an Indemnified Party is entitled to Indemnifiable Losses from the Indemnifying Party pursuant to Article 14.1.1(b) or 14.1.2(b), 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 14, such event shall constitute a payment default under Article 13.

## 14.4 Limitation on Liability

14.4.1 Except as expressly provided in this Agreement, neither the SPD nor BHEL Bhopal 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 Agreement, 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 Agreement), 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, whether of the SPD or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.4.2 BHEL Bhopal 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 BHEL Bhopal, or any affiliate of BHEL Bhopal or any of its officers, directors or shareholders for such claims excluded under this Article.

However, that this limitation shall not apply to the cost of repairing or replacing defective equipment by the bidder, or to any obligation of the bidder to indemnify the BHEL with respect to Intellectual Property Rights or Under any other provisions of the Contract which expressly impose a greater liability or in cases of fraud, willful misconduct or illegal or unlawful acts.

#### **14.5 Duty to Mitigate**

14.5.1 The Parties shall endeavour to take all reasonable steps so as mitigate any loss or damage which has occurred under this Article 14.

14.6 No interest shall be payable by BHEL on earnest money or security deposit or any money dues to the SPD by BHEL.

### **15 ARTICLE 15: ASSIGNMENTS AND CHARGES**

#### **15.1 Assignments**

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party other than by mutual consent between the Parties to be evidenced in writing. Provided that BHEL Bhopal shall permit assignment of any of SPD's rights and obligations under this Agreement in favour of the lenders to the SPD, if required under the Financing Agreements.

Provided that, such consent shall not be withheld by the SPD if BHEL Bhopal seeks to transfer to any affiliate all of its rights and obligations under this Agreement. Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included in this Agreement.

#### **15.2 Permitted charges**

15.2.1 SPD shall not create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement, other than as set forth in Article 15.1.

### **16 ARTICLE 16: GOVERNING LAW AND DISPUTE RESOLUTION**

In case of contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No 4(1)/2013-DPE(GM/FTS 1835 dated 22 05-2018".



**ARBITRATION & CONCILIATION CLAUSE:**

1. The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.
2. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof
3. Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by head of the BHEL unit issuing the contract.
4. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.
5. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause, the seat of arbitration shall be at Bhopal.
6. The cost of arbitration shall be borne as per the award of the Arbitrator.
7. Subject to the arbitration in terms of above clause, the courts at Bhopal, Madhya Pradesh State shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.
8. Notwithstanding the existence or any dispute or differences and / or reference for the Appropriate Commission or the Arbitration Tribunal, the contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either party in terms of this contract.

**17 ARTICLE 17: REPRESENTATIONS AND WARRANTIES****17.1 Representations and warranties of the SPD**

SPD represents and warrants to BHEL Bhopal that:

- 17.1.1 it is duly organized, validly existing and in good standing under the laws of India;
- 17.1.2 it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated here-by;
- 17.1.3 it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- 17.1.4 it has the financial standing and capacity to undertake the Project;
- 17.1.5 this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- 17.1.6 the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the SPD's Memorandum and Articles of Association or any Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- 17.1.7 there are no actions, suits, proceedings or investigations pending or to the SPD's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or

other authority, the outcome of which may constitute SPD Event of Default or which individually or in the aggregate may result in Material Adverse Effect;

17.1.8 it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect;

17.1.9 it has complied with all Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;

17.1.10 no representation or warranty by the SPD contained herein or in any other document furnished by it to BHEL Bhopal or to any Government Agency in relation to Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and

17.1.11 without prejudice to any express provision contained in this Agreement, the SPD acknowledges that prior to the execution of this Agreement, the SPD has after a complete and careful examination made an independent evaluation of the Project, and the information provided by BHEL Bhopal, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the SPD in the course of performance of its obligations hereunder. The SPD also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that BHEL Bhopal shall not be liable for the same in any manner whatsoever to the SPD.

17.1.12 the SPD or SPDs' agents or representatives have visited, inspected, familiar with and satisfied with the premises, its physical condition, roads, access rights, utilities, topographical conditions, except for unusual or unknown surface or subsurface conditions, or unusual or unknown conditions, and have performed all reasonable investigations necessary to determine that the project site is suitable for the construction /modification and installation of the solar power plant, and are familiar with the local and other conditions which may be material to SPDs' performance of its obligations under this Agreement.

17.1.13 It has the requisite skill, knowledge, experience, expertise, infrastructure and capability to carry out the scope of services and also has trained and experienced persons having requisite skills, knowledge, experience, and expertise to perform the functions, operation and maintenance service, in terms of this Agreement.

17.1.14 The SPD has taken all necessary measures to comply with the statutory requirements as mentioned in the Annexure – K.

## **17.2 Representations and Warranties of BHEL Bhopal**

BHEL Bhopal represents and warrants to the SPD that:

17.2.1 BHEL Bhopal has full power and authority to enter into this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement; and

17.2.2 This Agreement constitutes BHEL, Bhopal's legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

## **17.3 Obligation to Notify Change**

In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same and where reasonably possible, prior consent for such change shall be taken from the other party.

**18 ARTICLE 18: MISCELLANEOUS PROVISIONS****18.1 Amendment**

18.1.1 This Agreement can only be amended or supplemented by a written agreement between the Parties.

**18.2 Third Party Beneficiaries**

18.2.1 This Agreement 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 Agreement.

**18.3 Waiver**

18.3.1 No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorized representative of such Party:

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

**18.4 Confidentiality**

18.4.1 The Parties undertake to hold in confidence this Agreement and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

- a) to their professional advisors;
- b) 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
- c) disclosures required under Law without the prior written consent of the other Party.

**18.5 Severability**

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

**18.6 Notices**

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

18.6.2 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 addresses below:

|               |                   |
|---------------|-------------------|
| Attention:    | Manager           |
| Email:        | manager@abc.co.in |
| Address:      | Adress-----       |
| Telephone No. | +91 XXXXXXXX      |

18.6.3 If to BHEL Bhopal, all notices or communications must be delivered personally or by registered post or fax or any other mode duly acknowledged to the address(es) below:

|               |   |
|---------------|---|
| Attention:    | SR DGM , CRX, FSX   |
| Email:        | <a href="mailto:rbajpai@bhel.in">rbajpai@bhel.in</a>                  |
| Address:      | BHARAT HEAVY ELECTRICALS LIMITED,<br>BLOCK 7, GF, EW, Bhopal – 462022 |
| Telephone No. | 0755 250 2530   |

18.6.4 All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the fax 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.

18.6.5 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.

## 18.7 Language

18.7.1 All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.

18.7.2 If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications or documents shall prevail in matters of interpretation.

## 18.8 Restriction of Shareholders' / Owners' Liability

18.8.1 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 Agreement.

## 18.9 Taxes and Duties

18.9.1 The SPD shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the SPD, contractors or their employees that are required to be paid by the SPD as per the Law in relation to the execution of the Agreement and for supplying power as per the terms of this Agreement.

## 18.10 Independent Entity

18.10.1 The SPD shall be an independent entity performing its obligations pursuant to the Agreement.

18.10.2 Subject to the provisions of the Agreement, the SPD shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the SPD or contractors engaged by the SPD in connection with the performance of the Agreement shall be under the complete control of the SPD and shall not be deemed to be employees, representatives, contractors of BHEL Bhopal and nothing contained in the Agreement or in any agreement or contract awarded by the SPD shall be construed to create any contractual relationship between any such employees, representatives or contractors and BHEL Bhopal.

## 18.11 Compliance with Law

- (i) Despite anything contained in this Agreement but without prejudice to this Article, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in Law, or any rules and regulations made there under, such provision of this Agreement 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.

### **18.12 Notice of Damage or Emergency**

The SPD shall-

- (ii) Promptly notify BHEL Bhopal if it becomes aware of any damage to or loss of the use of the Power Project or that could reasonably be expected to adversely affect the Power Project,
- (iii) Immediately notify BHEL Bhopal once it becomes aware of any event or circumstances that pose an imminent risk to human health, the environment, the Power Project or Premises.

### **18.13 Goodwill and Publicity**

Neither party shall use any trade name, service mark nor trademark of the other Party in any promotional or advertising material without the prior written consent of the other Party, the parties shall co-ordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases and other public statements by the other Party that refer to, or that describe any aspect of, this Agreement; provided that no such releases or their public statements shall be made by either Party without the prior written consent of the other Party. Without limiting the generality of the foregoing and whether or not the consent of the other Party is required to be obtained, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement.

### **18.14 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, written or oral, with respect to the subject matter hereof except as otherwise expressly provided herein.

### **18.15 Counterparts**

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

### **18.16 Immunity to Government of India**

It is understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that BHEL Bhopal is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable Laws of India and General Principles of Contract Law. The SPD shall agree, acknowledge and understand that BHEL Bhopal is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, SPD expressly waives, releases and foregoes any and all actions or claims against the Government of India arising out of this Agreement, not to sue the Government of India as to any manner, claim, and cause of action or thing whatsoever arising out of or under this Agreement.

### **18.17 Bribes and Gifts**

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the SPD or his parties, agent or servant or any one on his or their behalf to any officer, servant, representative or agent of BHEL Bhopal or any person on his or their behalf in relation to the obtaining or to the execution of this or any other Agreement with BHEL Bhopal shall, in addition to any criminal liability which the SPD may incur, subject the SPD to the cancellation of this and all other Agreements with BHEL Bhopal and also to payment of any loss or damage resulting from any such cancellation. Any question or dispute as to the commission of any offence under the present clause shall be settled by BHEL Bhopal in such manner and on such evidence or information as they may think fit and sufficient and their decision shall be final and conclusive.

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

|  |  |
|--|--|
| <p>For and on behalf of</p><br><p>[BHEL BHOPAL]</p> <p>Name, Designation and Address</p><br><br><p>(Signature with Seal)</p> | <p>On behalf of</p><br><p>..... (P) Ltd</p> <p>Name: .....</p> <p>Designation: .....</p> <p>Address: .....</p><br><p>(Signature with Seal)</p> |
|--|--|

|  |                 |
|--|-----------------|
| <p>Witness:</p> <p>1.</p><br><br><p>2.</p> | <p>Witness:</p> |
|--|-----------------|

**SCHEDULE 1: FORMAT OF THE PERFORMANCE BANK GUARANTEE**

(Note: Total Performance Guarantee is to be submitted in 2 Nos. of Bank Guarantee in the ratio of 20% & 80% Value.)

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at **BHEL HOUSE Siri Fort, New Delhi-110049** \_\_\_\_\_1 through its Unit at...**BHEL BHOPAL**.....(name of the Unit) having awarded to ( Name of the Vendor / Contractor / Supplier) with its registered office at \_\_\_\_\_2 hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted

assigns), a contract Ref No.....dated .....3 valued at Rs.....4 (Rupees -----)/FC.....(in words.....) for .....5 (hereinafter called the

'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to .....% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, ....., (hereinafter referred to as the Bank), having registered/Head office at ..... and inter alia a branch at ..... being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs ----- 6 ( Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We the .....bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We .....BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier's liabilities.

This Guarantee shall remain in force upto and including..... 7 and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. Unless a demand or claim under this guarantee is made on us in writing on or before the .....8we shall be discharged from all liabilities under this guarantee thereafter.

We, ..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Bhopal.

The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the proper authorities granted to him by the of the guarantor.

Further Bank (Name of the BANK) certifies that this guarantee is adequately stamped under the relevant State Stamp Act and any deficiency in execution of this Guarantee shall not have the effect of relieving us



Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed..... 5

b) This Guarantee shall be valid up to .....6

c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_ 7 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of

(Name of the Bank)

Date.....

Place of Issue.....

BANK E-MAIL ID:

BANK PHONE NO.

BANK FAX NO:

*1 NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited*

*2 NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.*

*3 DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE*

*4 CONTRACT VALUE*

*5 PROJECT/SUPPLY DETAILS*

*6 BG AMOUNT IN FIGURES AND WORDS*

*7 VALIDITY DATE*

*8 DATE OF EXPIRY OF CLAIM PERIOD*

**SCHEDULE 2: List of Consortium Banks for Issuance of Performance Bank Guarantee**

| <b>Sl.</b> | <b>List of Consortium Bank</b>                |               |
|------------|---|---------------|
| 1          | State Bank of India***                        | SBI           |
| 2          | Canara Bank                                   | Canara        |
|            |   | SYNDICATE     |
| 3          | Axis Bank                                     | <b>Axis</b>   |
| 4          | Bank of Baroda                                | BOB           |
|            |   | Vijaya        |
| 5          | Central Bank                                  | CBI           |
| 6          | Citi Bank N.A.                                | Citi          |
| 7          | Deutsche Bank **                              | DB            |
| 8          | Exim Bank                                     | EXIM BANK     |
| 9          | Federal Bank Limited                          | Federal       |
| 10         | HDFC Bank Limited                             | HDFC          |
| 11         | Hongkong and Shanghai Banking Corporation Ltd | HSBC          |
| 12         | Indian Bank                                   | Indian Bank   |
|            |   | AllahBad Bank |
| 13         | ICICI Bank Limited***                         | ICICI         |
| 14         | IDBI Bank Limited                             | IDBI          |
| 15         | IndusInd Bank Limited                         | Indusind      |
| 16         | Indian Overseas Bank                          | IOB           |
| 17         | Kotak Mahindra Bank Limited                   | Kotak         |
| 18         | Punjab National Bank*****                     | PNB           |
|            |   | United        |
| 19         | RBL Bank Ltd.                                 | <b>RBL</b>    |
| 20         | Standard Chartered Bank                       | SCB           |
| 21         | Union Bank of India                           | Union         |
|            |   | Andhra        |
|            |   | Corporation   |
| 22         | Yes Bank Limited                              | YES BANK      |

**SCHEDULE 3: COMMISSIONING PROCEDURE****Capacity of Solar PV Projects:**

(i) Maximum AC Capacity at the delivery point as described below:

| Sr. No. | Solar PV Project Capacity Bid                 | Minimum DC Arrays Capacity to be installed    | Minimum Rated Inverter Capacity*              | Maximum AC Capacity Limit At Delivery point |
|---------|---|---|---|---|
| 1       | 1075 KWp (Roof Top) & 2000 KWp Ground mounted | 1075 KWp (Roof Top) & 2000 KWp Ground mounted | 1075 KWp (Roof Top) & 2000 KWp Ground mounted | 1075 KW (Roof Top) & 2000 KW Ground mounted |

\* Rated inverter capacity for Roof top shall mean the combined inverter capacity of all roof , considering decentralized and

modular nature upto +/-100 KWp additional inverter capacity may be allowed, without affecting the maximum AC capacity

limit at delivery point.

\*\* In case the rated inverter capacity is mentioned in kVA, the IEC test certificate declaring the power factor of the Inverter/PCU at rated power has to be submitted and the power factor shall be multiplied by the kVA rating to calculate the rated capacity of the inverter in kW.

- (ii) Higher DC capacity arrays so as to achieve AC capacity limit as mentioned above for scheduling at the delivery point in compliance to Article 4.4 “Right to Contracted Capacity & Energy” of the PPA is allowed.
- (iii) For commissioning of the Project, AC Capacity of 1075 KWp (Roof Top) & 2000 KWp Ground mounted at the delivery point shall be considered.
- (iv) Provisions of Article 4.6.1 of the PPA with SPD shall apply.
- (v) If generation at any time exceeds the maximum permissible AC capacity at delivery point, the excess generation during that period shall as per provisions of cl 4.4.2, BHELs decision will be final and binding in this regard.

**Appendix-A-1****Commissioning Procedure**

- (i) At the time of commissioning, the Commissioning Committee (As appointed by BHEL) shall verify compliance of technical parameter of the Project as per Annexure B of the NIT document.
- (ii) SPDs shall give to the concerned, State Nodal Agency (SNA) and BHEL Bhopal at least twenty (20) days advance preliminary written notice and at least ten (10) days advance final written notice, of the date on which it intends to synchronize the Power Project to the Grid System. The SPD shall be solely responsible for any delay or non-receipt of the notice by the concerned agencies, which may in turn affect the Commissioning Schedule of the Project.
- (iii) A Solar PV Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into the grid.
- (iv) SPD shall ensure that the equipment up to the rated Capacity has been installed and completed in all respects and appropriate authority has provided inter-connection with the Grid before the Schedule Commissioning Date. The same shall be verified by the Committee during their visit to the Project and documented as per prescribed format.

**Documents to be submitted to BHEL Bhopal:**

The SPD will have to submit following documents (duly signed and stamped by authorized signatory) well in advance, prior to the scheduled commissioning date:

- (i) Covering Letter
- (ii) Board resolution for authorized signatory.
- (iii) Invoice of the major equipment (including but not limited to modules, Inverters/PCUs, Weather Monitoring Stations/ DC Cables and for all the equipment.
- (iv) All supporting documents towards meeting the technical compliance along with datasheet/ warranty certificates/ contract agreement etc. as mentioned in Annexure- A.
- (v) Installation report duly signed by the authorized signatory as per Appendix-A-2.
- (vi) Plant Layout clearly mentioning the details of rows and number of modules in each row.
- (vii) Electrical inspector/CEA report along with all annexures/attachments. It would be the responsibility of the SPD to collect the certificate. .
- (viii) SPD shall ensure Connectivity to the grid from concerned appropriate authority. Connectivity report as per the Appendix-A-3.
- (ix) Synchronization Certificate as per prescribed format issued by respective appropriate authority for ascertaining injection of power into grid as per Appendix-A-4.
- (x) Consent to Operate
- (xi) Snap shots of the plant from various angles shall be taken for covering installation of important components of the solar power plant and made part of Installation Report.
- (xii) Reading of all the inverters (instantaneous and total generation) along with its serial number on COD.
- (xiii) After the submission of the documents by SPD, BHEL Bhopal shall verify the documents and intimate/reply with remarks. In case any additional supporting/revised documents are asked by BHEL Bhopal, the same have to be submitted by the SPD.
- (xiv) Only after all the required documents are verified by BHEL Bhopal, the SPD shall have to submit/update on the portal the proposed commissioning date along with commissioning order issued by State Nodal Agency or BHEL Bhopal.

- (xv) After the proposed commissioning date along with commissioning order is submitted, the commissioning committee formed as per MNRE guidelines shall visit the site within 07 working days to verify the technical compliance on site as per the information submitted by the bidder. In case the committee finds discrepancy/deviation from the information submitted by the SPD during on site verification, the committee shall schedule its next visit only on the next available date as per the availability of all the committee members.
- (xvi) SPD shall have to submit the as-built drawing after the commissioning prior to the COD.
- (xvii) Viewing rights of online plant generation portal shall be provided to BHEL Bhopal
- (xviii) Early Commissioning of a Solar Project prior to the scheduled commissioning date is permitted on acceptance of power by BHEL Bhopal. In order to facilitate this, SPDs shall inform the concerned appropriate agency and BHEL Bhopal well in advance the date on which it intends to synchronize the Power Project to the Grid System. The SPD shall be required to give an advance notice of at least 60 days prior to the proposed commissioning date.
- (xix) Joint Meter Reading of energy and water (JMR) shall be taken at Delivery Point and Pooling Substation (if applicable)/plant premise at the time of connectivity of the Project with Grid. This shall include information of respective meters installed at delivery/ interconnection point and pooling substation/plant premises.
- (xx) Solar power developers would be required to plan commissioning/synchronization with grid at least ten days ahead of the last permissible date for commissioning. If not done so, whole responsibility for not meeting the deadline for commissioning on account of inability of the Committee to visit the project site for commissioning rests solely on the developer.

**Appendix-A-2****Installation Report**

*(To be provided by SPD and to be submitted at least 10 days prior to commissioning date which shall be verified by Commissioning Committee)*

|       |  |   |
|-------|--|---|
| S. No | Capacity of the Project (KWp)  | 1075 KWp (Roof Top) & 2000 KWp Ground mounted |
| 1     | Technology used (Mono/Multi Crystalline / thin film / Others; please specify along with capacity of each type) |   |
| 2     | Rating of the each module (Wp)   |   |
| 3     | Angle from horizontal at which array is installed  |   |
| 4     | Number of modules installed of each type   |   |
| 5     | Source(s) of the cells installed of each type  |   |
| 6     | Source(s) of the Modules installed of each type  |   |
| 7     | Number of PCUs / Inverters installed   |   |
| 8     | Source of the PCUs / Inverters (Name of supplier with address)   |   |
| 9     | Rating of PCUs / Inverters   |   |
| 10    | NO of earth pits   |   |
| 11    | No of LA's installed   |   |
| 10    | Date of installation of full capacity (as per capacity proposed to be commissioned)                            |   |
|       | PV arrays  |   |
|       | PCUs / Inverters   |   |
|       | Transformers   |   |
|       | Switchgear/11 kV   |   |
|       | ACDBs/DCDBs/JBs  |   |

**Appendix-A-3****Sample Connectivity Report**

(To be provided by concerned CTU/STU/Transmission Utility/Discom/Appropriate authority )

This is in compliance to the office order of the -----,----- Discom, <Place> issued vide office order <No.><dated>, the committee constituted vide said order has completed the work for commissioning of <kV> Bay & Metering Equipment to interconnect the <KWp> Solar Power Generation Plant (having <technology>) with Grid installed at <Village>, <Tehsil>, <District> in the <State> on <date>. The details of Solar Power Plant are as under:

| S. No | Name of Solar Project Developer & Location  | Capacity mentioned in agreement                           | Connectivity  | Details of Solar Power Plant (Transformer, Inverter, Modules, switchgear)  |
|-------|---|---|---|--|
| 1     | .....(P) Ltd<br>Address:, .....,<br>..... - | 1075 KWp<br>(Roof Top) &<br>2000 KWp<br>Ground<br>mounted | <p>Metering Details at delivery point (&lt;village&gt;)</p> <p>S. No of CT</p> <p>i) R Phase</p> <p>ii) Y Phase</p> <p>iii) B Phase</p> <p>S. No of PT</p> <p>i) R Phase</p> <p>ii) Y Phase</p> <p>iii) B Phase</p> <p>S. No of Main ◇ ABT Meter</p> <p>S. No of Check ◇ ABT Meter</p> <p>Metering equipment installed at receiving end on dated: ◇</p> | <p>Transformer &lt;Make/Type&gt;</p> <p>&lt;S no&gt;</p> <p>Inverters &lt;Make/Type&gt;</p> <p>Modules &lt;Make:&gt;</p> <p>&lt;W&gt;, &lt;W&gt;</p> <p>Total: &lt;Nos&gt;</p> <p>Switchgear Panels &lt;Make/Type&gt;</p> <p>&lt;S No&gt;</p> <p>Protection Provided:</p> <p>Under/Over voltage,</p> <p>Over current &amp; earth fault</p> |

The Commissioning date of various equipment is as under:

<kV> line from --- to ----- , completed on date ----- . Line Bay at < kV > GSS, ----- charged for ---- on ----- . <kV> line charged from ----- to----- on date----- . Main & check metering commissioned on ..... (initial record of main/Check meters at the time of Commissioning is to be taken and enclosed) Complete system commissioned on date----- The Joint Inspection Report of metering arrangement & copy of permission of Electrical Inspector is enclosed herewith.

**Appendix-A-4****Sample Synchronization Certificate**

It is certified that -----KWp (Capacity) Solar Photovoltaic Power Project of M/s -----, Village-  
----- Tehsil/Taluka -----, District -----was Grid connected on ..... (Date) at-----  
Hrs.

It is further certified that the Project was synchronized and supply of power into the grid from  
the Project connected on ..... (Date) at ----- Hrs.

The above certificate is issued on the basis of MRI record.

**NB:**

- (i) The above certificate shall be issued by concerned CTU/ STU/ Transmission  
Utility/DISCOM/Appropriate authority
- (ii) Copy of duly signed MRI is to be enclosed.



**Appendix-A-5****Commissioning Certificate of Solar PV Power Project**

This is to certify that <M/s. .... (P) Ltd> having its registered office at -----has successfully commissioned Capacity < KWp > out of total <KWp> installed Capacity on (Date) of their Solar PV Power Generation Project at Village -----, Tehsil/Taluka ----- & Dist. -----

The Commissioning Certificate has been issued on the basis of the following documents enclosed:

- (i) Installation Report including Snap shots of the Project from various angles
- (ii) Electrical Inspector/CEA Report
- (iii) Connectivity Report
- (iv) Registration certificate with NERD/UVN as applicable.
- (v) Synchronization Certificate including MRI record

NB: To be issued by as mentioned in the NIT.

**Annexure – J**

Contract Year-wise minimum CUF & Energy Generation to be maintained by the SPD for each contract year:

| <b>Contract years</b> | <b>CUF (%)</b> | <b>Minimum Energy (KWh)</b> |
|-----------------------|----------------|-----------------------------|
| End of Year 1         | 19.00%         | 5121536                     |
| Year 2                | 18.50%         | 4986758                     |
| Year 3                | 18.26%         | 4922065                     |
| Year 4                | 18.01%         | 4854677                     |
| Year 5                | 17.77%         | 4789983                     |
| Year 6                | 17.53%         | 4725290                     |
| Year 7                | 17.30%         | 4663293                     |
| Year 8                | 17.07%         | 4601295                     |
| Year 9                | 16.84%         | 4539298                     |
| Year 10               | 16.61%         | 4477300                     |
| Year 11               | 16.45%         | 4434172                     |
| Year 12               | 16.29%         | 4391043                     |
| Year 13               | 16.14%         | 4350610                     |
| Year 14               | 15.98%         | 4307481                     |
| Year 15               | 15.83%         | 4267048                     |
| Year 16               | 15.67%         | 4223919                     |
| Year 17               | 15.52%         | 4183486                     |
| Year 18               | 15.37%         | 4143053                     |
| Year 19               | 15.22%         | 4102619                     |
| Year 20               | 15.07%         | 4062186                     |
| Year 21               | 14.93%         | 4024449                     |
| Year 22               | 14.78%         | 3984016                     |
| Year 23               | 14.63%         | 3943582                     |
| Year 24               | 14.49%         | 3905845                     |
| Year 25               | 14.35%         | 3868107                     |

**Annexure – K****STATUTORY REQUIREMENTS**

1. Bidder Shall follow all the statutory requirements as applicable.
2. Price Variation Clauses (PVC) are not applicable vis-à-vis payments to labour are concerned.
3. Over-run Compensation Clauses are not applicable.
4. All relevant labor laws as applicable shall be adhered to.

**Annexure – L****Plant Hand over Certificate****\*Checklist**

- 1) All Inverters are in working condition and with no physical damage.
- 2) All modules are in working conditions.
- 3) No physical damage is observed on any module, if so same shall be replaced by SPD before handover.
- 4) All modules are free from snail trail, local hot spots, internal burning marks, top glass crack, damage in cells or internal power buses etc.
- 5) All MMS structure is in good condition.
- 6) All earth pits associated with plants shall be resistance <5 ohm.
- 7) WMS/SCADA shall remain functional.
- 8) LA shall be in working condition.
- 9) All strings of modules are in working condition.
- 10) DC cables and connectors are not physically damaged. And in working condition.
- 11) All fuses of individual strings or combined DC lines in PJB/DCDB in operating condition.
- 12) No physical damage is observed in DCDB & JB's & ACDB.
- 13) All meters are in working condition.
- 14) All evacuation facility as prepared by SPD is in working condition.
- 15) All CCTV and associated network is in working condition.
- 16) Any other equipment which is installed as a part of project, required for functioning of Plant shall also be handed over to BHEL without any cost.

SPD has demonstrated above conditions to BHEL's satisfaction and on completion of PPA tenure complete plant is handed over to authorized representative of BHEL, Bhopal

For BHELFor SPD

**Annexure-M**

The Buyback Price with respect to the Solar PV power plant shall be calculated as follows:

*Buyback price*

$$= (\text{Depreciation rate for the year}) \\ \times (\% \text{ decrease in plant efficiency up to the year}) \\ \times (\text{Total cost of establishment as declared by the SPD}) \\ - [(\text{Total O\&M Cost per year}) \times (\text{No. of years remaining in PPA})]$$

**Initial Cost:** Total Estimated project cost quoted by the bidder in Annexure A or the Completed Project cost duly certified by a Chartered Accountant whichever is lower. The Depreciation rate is taken as 4.00 % Per Year.

| Sr No | Year of term (end of the term) | % of the initial cost |
|-------|--------------------------------|-----------------------|
| 1     |                                | 4.00%                 |
| 2     |                                | 4.00%                 |
| 3     |                                | 4.00%                 |
| 4     |                                | 4.00%                 |
| 5     |                                | 4.00%                 |
| 6     |                                | 4.00%                 |
| 7     |                                | 4.00%                 |
| 8     |                                | 4.00%                 |
| 9     |                                | 4.00%                 |
| 10    |                                | 4.00%                 |
| 11    |                                | 4.00%                 |
| 12    |                                | 4.00%                 |
| 13    |                                | 4.00%                 |
| 14    |                                | 4.00%                 |
| 15    |                                | 4.00%                 |
| 16    |                                | 4.00%                 |
| 17    |                                | 4.00%                 |
| 18    |                                | 4.00%                 |
| 19    |                                | 4.00%                 |
| 20    |                                | 4.00%                 |
| 21    |                                | 4.00%                 |
| 22    |                                | 4.00%                 |
| 23    |                                | 4.00%                 |
| 24    |                                | 4.00%                 |
| 25    |                                | 4.00%                 |

**Important Notes:**

1. The Buyback Price payable shall be the Buyback Price specified in this Annexure that falls on such date before the proposed Purchase Date.
2. If the proposed purchase date falls on the first date of a Financial Year, then the depreciation shall include the corresponding financial year.
3. The Annual O&M Cost is taken as Rs. 5 lakhs per MW for arriving at O&M cost  
% decrease in plant efficiency is taken as 1% every year.