

Request for Selection

of

Solar Power Generator (SPG)

for

**Setting up of Grid Connected Solar Power Plants of 0.5 MW /
1MW/ 1.5 MW / 2 MW (AC) capacity**

on

**Barren/uncultivable or agriculture land, Pasturelands and
Marshlands of farmers falling within a radius of 5 KM from
selected 33/11 KV substations
under**

**Pradhan Mantri Kisan Urja Suraksha evem Utthan Mahabhiyan
(PM KUSUM) Scheme**

RfS No: 02/UPNEDA-KUSUM/GRID CONNECT/RfS/2022

Dated: 10/5/2022

Issued By:

Uttar Pradesh New and Renewable Energy Development Agency, (UPNEDA)

(Deptt. of Additional Sources of Energy, Govt. of U.P.)

Vibhuti Khand, Gomti Nagar, Lucknow-226010

Tel. No. 0522-2720652, Tele Fax: 0522-2720779, 2720829

Website: www.upneda.org.in e-Mail: compneda@rediffmail.com

RFS Notice

Uttar Pradesh New and Renewable Energy Development Agency, (UPNEDA)

(Deptt. of Additional Sources of Energy, Govt. of U.P.)

Vibhuti Khand, Gomti Nagar, Lucknow U P

Tel. No. 91-0522-2720652, Tele Fax: 0522-2720779, 2720829

Website :www.upneda.org.in E-Mail: compneda@rediffmail.com

UPNEDA invites Online Bids (e-tenders) from interested Bidders through e tendering for Selection of Solar Power Generator (SPG) who may be an individual Farmer, group of farmers/ Cooperatives/ Panchayats/ Farmer Producer Organisations (FPO)/ Water User associations (WUA) or Project Developers to whom land has been leased by Farmer for setting up of Decentralized Ground Mounted Grid Connected Solar Power Plants of 0.5 MW /1 MW/ 1.5 MW / 2 MW (AC) aggregating to total 98 MW capacity on barren/uncultivable or agriculture land, Pasturelands and Marshlands of farmers falling within a radius of 5 KM from selected 22 No's DISCOM's 33/11KV Substations in Uttar Pradesh under Pradhan Mantri Kisan Urja Suraksha evem Utthan Mahabhiyan (PM KUSUM) Scheme as mentioned in the tender document.

The RFS document is available at website e-Procurement website <http://etender.up.nic.in>. Interested bidders may view, download the e-Bid document, seek clarification and submit their e-Bid online up to the date and time mentioned in the table below: .

	RFS No	02/UPNEDA-KUSUM-Grid Connect/RfS/2022 dated:10.5.2022
	Fee of RFS Document	Rs 1000/ +18% GST = Rs 1180
	Earnest Money	Bid Security Declaration form required
	Processing fees (Non Refundable)	Rs 5000/ MW+18% GST =Rs 5900/MW
(a)	Availability of RFS document on website	17/5/2022 at web site http://etender.up.nic.in
(b)	Pre-Bid meeting	03/06/2022 at 12.30 PM (will be informed about location and venue will be informed on UPNEDA site at www.upneda.org.in)
(c)	e-tender submission end date & Time	15/06/2022 up to 18.00 hrs
(d)	Online technical e-tender opening date & time	16/06/2022.at 12.30 PM
(e)	Online financial e-tender opening date & time (Only of technically qualified bidders)	29/6/2022 (tentative)
(f)	Venue of opening of technical & financial e-tenders	UPNEDA Head Office, Vibhuti Khand, Gomtinagar, Lucknow-226010

The bidders need to submit the proof/cost of e-tender document fees Processing fees and Bid Security Declaration (format attached) as stated in the above table .Bid documents fees and Processing fees is to be submitted through demand draft in favour of Director Uttar Pradesh New and Renewable Energy Development Agency (UPNEDA), payable at LUCKNOW. The scanned copy of the Demand Drafts and Bid Security declaration form must be uploaded along with the e-tenders. The original Demand Drafts and original signed Bank Security declaration form along with the hard copy of the blank document with enclosures duly signed by bidders must reach the office of UPNEDA at Vibhuti Khand, Gomti Nagar Lucknow before opening date and time of technical e-tender failing which, tender shall not be considered. Director, Uttar Pradesh New and Renewable Energy Development Agency, (UPNEDA) reserves the right to reject any or all tenders without assigning any reason thereof. The decision of Director UPNEDA will be final and binding.

**Director
UPNEDA**

DISCLAIMER

1. This Request for Selection (RfS) document is not an agreement or offer by the UPNEDA to the prospective Bidders or any other party. The purpose of this RfS is to provide interested parties with information to assist the formulation of their Bid. This RfS is based on material and information available in public domain.
2. This RfS, along with its Formats, is not transferable.
3. While this RfS has been prepared in good faith, neither UPNEDA nor its employees make any representation or warranty express or implied as to the accuracy, reliability or completeness of the information contained in this RfS.
4. Neither UPNEDA Representative, nor its employees will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RfS, any matter deemed to form part of this RfS, the award for supply of power, the information supplied by or on behalf of UPNEDA or its employees, any consultants or otherwise arising in any way from the selection process for the said supply of power
5. This RFS is not an agreement and is neither an offer nor invitation by UPNEDA to the prospective Bidders or any other person. The purpose of this RFS is to provide interested parties with information that may be useful to them in the formulation of their Offers pursuant to this RFS. This RFS may not be appropriate for all persons, and it is not possible for UPNEDA, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFS. The assumptions, assessments, Statements and information contained in this RFS, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFS and obtain independent advice from appropriate sources.
6. UPNEDA also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the Statements contained in this RFS. UPNEDA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFS.
7. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Offer including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations which may be required by UPNEDA or any other costs incurred in connection with or relating to its Offer. All such costs and expenses will remain with the Bidder and UPNEDA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation for submission of the Offer, regardless of the conduct or outcome of the Selection Process.

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(The following information/documents are to be annexed and flagged by the Bidders along with the BID)

S. No	Annexure No	Particulars	Yes/No Flag No
1	Annexure-I (a)	Cost of RFS Document (Rs 1180/- inclusive of 18%GST)	
2	Annexure-I (b)	Processing Fees (Rs 5900/ MW inclusive of GST or part thereof of the capacity applied for (Non-refundable) in form of Bank Draft	
3	Annexure-II	Bid Security Declaration	
5	Annexure –IV	Certificate of Incorporation and details of company as mentioned in eligibility criteria in case of participation by a Project developer.	
6	Annexure-V	Covering letter format 5.1	
7	Annexure -VI	Application Form/General Particulars of Bidder Format 5.2	
8	Annexure VII	In case land taken on lease, Land lease agreement.as per Annexure -C	
9	Annexure-VIII	Power of Attorney in favour of the Authorized Signatory in original as per Format 5.4.	
10	Annexure-IX	Format for Qualification Requirement Financial Net-worth as per Format 5.6,	
11	Annexure-X	Details of computation of Net-worth duly certified by Statutory Auditor along with annual audited accounts for the last three financial years FY 2018-19 , FY 2019-20 & FY 20-21 (or Calendar Years 2018, 2019 2020)and also for 2021	
12	Annexure-XI	Qualification Requirement Technical- Format 5.8	
13	Annexure-XII	Certified copy of the land ownership documents as proof of land holding.	
12	Annexure-XIII	Board Resolutions -Format 5.5 as applicable	
13	Annexure-XIV	Disclosure statement regarding participation of any related companies in this bidding process; Format 5.7	
14	Annexure-XV	Power of Attorney of the Bidder, for the person representing his Company/Firm/ Corporation, that he is authorized to discuss and with specific mention of this e-tender as per Format 5.4	
18	Annexure-XVI	Consortium Agreement as per Format 5.9	

* Please flag the annexure and write flag number in the box.

Note:- RFS received without supporting documents for the various requirements mentioned in the RFS document may be rejected.

(Signature of Bidder)
With Seal

Particulars of RFS

1.	e-tender no.	02/UPNEDA-KUSUM/GRIDCONNECT/RfS/2022 dated:10/5/2022
2.	Particulars of the work	Request for Selection of Solar Power Generator (SPG) for setting up of Decentralized Ground Mounted Grid Connected Solar Power Plants of 0.5 MW /1 MW/ 1.5 MW / 2 MW (AC) aggregating to total 98 MW capacity on Barren/uncultivable or agriculture land, Pasturelands and Marshlands of farmers falling within a radius of 5 KM from selected 22 Nos 33/11 KV substations by DISCOMS in Uttar Pradesh under Pradhan Mantri Kisan Urja Suraksha evam Utthan Mahabhiyan (PM KUSUM) Scheme
3.	Pre-Bid Meeting	03/06/2022 at 12.30 PM
4	Last date and time of uploading of e-RFS on e-tender website	15/06/2022 up to 18.00 hrs
6.	Date and Time of opening of e-tender (Technical bid.)	16/06/2022 .at 12.30 PM
7.	Date and Time of opening of e-tender (Financial bid.) may change	29/06/2022.at 1.00 PM (tentative)
9.	Place of opening of e-tender	UPNEDA, Head Office, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh.

1. Bidders are advised to study the e-tender Document carefully. Submission of e-Bid against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the tender Document with full understanding of its implications.

2. The e-Bid prepared in accordance with the procedures enumerated in ITB Clause 15 of Section-I should be submitted through e-Procurement website <http://etender.up.nic.in>.

3. The e-Bids will be electronically opened in the presence of bidder's representatives, who choose to attend at the venue, date and time mentioned in the above table. An authority letter of bidder's representative will be required to be produced.

4. In the event of date specified for e-Bids opening being declared a holiday for UPNEDA's office then the due date for opening of e-Bids shall be the following working day at the appointed time and place.

5. All the required documents including Price Schedule/BOQ should be uploaded by the e-Bidder electronically in the PDF/XLS format. The required electronic documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) schedules/packets can be clubbed together to make single different files for each label. All the enclosures should be scanned and uploaded with bid.

6. The companies/firms who are registered at e-Procurement portal for e-tendering with U.P. Electronics Corporation Ltd. (UPLC),10, Ashok Marg, Lucknow (UP) would only be eligible for participating in this e-tender. All companies/firms who have not registered themselves with UPLC for e-tendering till date can get their registration done. The companies/firms may contact the UPLC officials on phone numbers 0522-2286809, 0522-2288750 (O) 0522-4130303 (Extn: 303, 304 & 307), for their Registration/Digital Signature Certificate related queries.

(Signature of Bidder With Seal)

SECTION I: INTRODUCTION

DEFINITIONS

The terms used in this RfS, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed there under, including those issued/framed by the UPERC (as defined hereunder), as amended or re-enacted from time to time

The following terms are defined for use in this RfS:

1. **“EFFECTIVE DATE”** shall mean the date as on 60th day from the date of issuance of Letter of Award (LoA), which shall be indicated in the Power Purchase Agreement (PPA) executed by both the parties;
2. **“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013.
3. **“ETS”** shall mean Electronic Tender System, the portal of the Service provider to be used for e-tendering.
4. **“GUIDELINES”** shall mean the “Guidelines for implementation of Pradhan Mantri Kisan Urja Suraksha evem Utthan Mahabhiyan (PM KUSUM) Scheme” and amendments thereof issued by the Ministry of New and Renewable Energy vide OM 32/645/2017 –SPV dated 22/7/2019.
5. **“INTER-CONNECTION POINT / DELIVERY / METERING POINT”** shall mean the point or points at the voltage level of 11kV or 33kV of the DISCOMS Sub-station including the dedicated transmission or 11kV / 33kV line connecting the solar power Projects with the substation system as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into the grid for interconnection with grid and metering, the SPG shall abide by the relevant CERC/ UPERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.
6. **“LETTER OF AWARD” or “LOA”** shall mean the letter issued by Uttar Pradesh New and Renewable Energy Development Agency, (UPNEDA) to the selected Bidder for award of the Project(s);
7. **“MONTH”** shall mean calendar month;
8. **“NET-WORTH”** shall mean the Net-Worth as defined section 2 of the Company Act, 2013;
9. **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Company Act,2013;
10. **“PPA”** shall mean the Power Purchase Agreement signed between the Successful SPG and DISCOM according to the terms and conditions of the standard PPA enclosed with this RfS;
11. **“POWER PROJECT” or “SOLAR PROJECT” or “PROJECT”** shall mean the solar power generation facility comprising single / multiple units at single location, having single point of injection into the grid at Interconnection/ Delivery/ Metering Point and having a control system and metering. The Project shall include all units and auxiliaries such as water supply, treatment or storage facilities, dedicated 11kV /33kV line 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 to Discoms of Uttar Pradesh;

12. **“PROJECT CAPACITY”** shall mean the maximum AC capacity at the delivery point that can be scheduled on which the Power Purchase Agreement shall be signed;
13. **“PROJECT COMMISSIONING”**: The Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the RfS/PPA;
14. **“PROJECT DEVELOPER” or “DEVELOPER” or “SOLAR POWER GENERATOR (SPG)”** shall mean the Bidding Company participating in the bid and having been selected and allocated a project capacity by UPNEDA (through a competitive bidding process), including the SPV formed by the selected bidder for the purpose of setting up of project and signing of PPA with DISCOM;
15. **“RfS DOCUMENT”** shall mean the bidding document issued by UPNEDA including all attachments, clarifications and amendments thereof vide RfS No 02/UPNEDA-KUSUM/GRID CONNECT/RfS/2022.
16. **“UPNEDA”** shall mean Uttar Pradesh New and Renewable Energy Development Agency;
17. **“UPERC”** shall mean Uttar Pradesh Electricity Regulatory Commission
18. **“UPPCL”** shall mean Uttar Pradesh Power Corporation Limited;
19. **“SCHEDULED COMMISSIONING DATE” or “SCD”** shall be the date as indicated in Clause 15, **Section-II of the RfS**;
20. **“SELECTED BIDDER” or “SUCCESSFUL BIDDER”** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of standard PPA;
21. **“SOLAR PV PROJECT”** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic Technology;
22. **“STATE TRANSMISSION /DISTRIBUTION UTILITY” or “STU”/ “SDU”** shall mean the Board or the Government Company notified by the respective State Government under Sub-Section I of Section 39 of the Electricity Act,2003;
23. **“TOE” shall mean Tender Opening Event.**
24. **“WEEK” shall mean calendar week**

Section-1 Introduction

1.1. Objective

1. Uttar Pradesh New and Renewable Energy Development Agency hereinafter referred to as UPNEDA, acting through Director, Uttar Pradesh New & Renewable Energy Development Agency, Vibhuti Khand, Gomti Nagar, Lucknow, UPNEDA is working as a State Nodal Agency for promoting & developing Renewable Energy Sources in the State. UPNEDA is also the nominated nodal Agency for implementation of Component A under PM KUSUM Yojna. UPNEDA hereby invites bid for setting up of Grid Connected Solar Power Plants of 0.5 MW /1.0 MW/ 1.5 MW / 2 MW (AC) capacity primarily on barren /uncultivable land, Pasturelands and Marshlands owned by individual farmer located preferably within 5 KM radius of following identified 33/11KV substation for maximum capacity available as mentioned.

List of 22 Nos substations with available capacity for connectivity

Project No (1)	Discom (2)	Area (3)	Name of District (4)	Name of 33/11 kV Substation (5)	Total Installed Capacity (MW) (6)	Capacity Available for Installation of Solar Power Plant in (MW) (7)
1	Paschimanchal Vidyut Vitran Nigam Limited, Meerut	Saharanpur	Vikas Khand – Behat	Fathepur	20	6.00
2		Saharanpur	Vikas Khand – Nakud	Ambeheta Peer	20	6.00
3		Moradabad	Bijnaur	Afzalgarh	20	6.00
4		Moradabad	Bilari Under EDD-1	Hazrat Nagar Garhi	20	6.00
5		Bijnore	Bijnore under EDD-2	Manadawar	20	6.00
6		Saharanpur	Saharanpur Tehsil Behat	Muzaffarabad	20	6.00
7		Moradabad	Vikas Khand-Second, Moradabad	Bhikanpur	20	6.00
8	Madhyanchal Vidyut Vitran Nigam Limited, Lucknow	Lucknow	Hardoi	Sarwa	5	1.50
9		Bareilly	Badau	Islanagar	10	3.00
10		Ayodhya	Barabanki	Kotwa Dham	10	3.00
11	Poorvanchal Vidyut Vitran Nigam Limited, Varanasi	Varanasi	Chandauli	Chakiya	20	6.00
12		Gorakhpur	Gorakhpur	Gajai Kole	10	3.00
13		Varanasi	Varanasi	Nawada	20	6.00
14	Dakshinachal Vidyut Vitran Nigam Limited, Agra	Agra-I	Agra	Kagarol	20	6.00
15		Agra-I	Agra	Fathebad	16	4.50
16		Banda	Hamirpur	Para Raipur	10	3.00
17		Banda	Mahoba	Mahobkanth	10	1.00
18		Banda	Banda	Baberu	18	3.00
19		Jhansi	Jhansi	Gurusarai	20	4.00
20		Jhansi	Jhansi	Bamore	15	4.50
21		Jhansi	Urai	Niyamadpur	15	4.50
22		Jhansi	Urai	Navigawn	10	3.00
	Total					98

#As per UPPCL 30 % capacity is taken as maximum available capacity

2. Bidder may bid for setting up Solar Power Project of capacity 0.5 MW/1MW/1.5 MW/2 MW out of the total maximum available capacity at a substation. Maximum total capacity of Solar Power Projects to be allocated at each substation shall be limited to maximum spare capacity available at each substation for Solar Power Plants as depicted in column 7 in the above table.
3. DISCOM in whose area substation Solar Power Plants is proposed to be set up shall enter into a Power Purchase Agreement (PPA) with the successful Bidder for purchase of Solar Power for a period of 25 years based on the terms, conditions and provisions of the RfS and Standard PPA document.

1.2. Tariff

PPA will be signed between Procurer (DISCOM) and Successful Bidder(s) for 25 Years. The Procurer shall pay to the Seller(s) the Quoted fixed Tariff which has been arrived from the single fixed tariff quoted by the successful bidder in the price bid as Part –B at a particular substation, as per the terms and conditions of the PPA annexed as Enclosure -1 of RfS documents. The tariff shall be payable by the Procurer in Indian Rupees.

1.3. Correspondence for enquiries and clarifications

All correspondence, clarifications in respect of the RfS and submission of the Bid shall be addressed to:

Director,
Uttar Pradesh New & Renewable Energy Development Agency,
Vibhuti Khand, Gomti Nagar, Lucknow
Phone:-9415609016, Tele Fax: 0522-2720779, 0522-2720829
Email: compneda@rediffmail.com/ ho_rka@rediffmail.com
Website: www.upneda.org.in

**SECTION-II INFORMATION AND INSTRUCTIONS TO
BIDDERS (ITB)**

SECTION 2: INFORMATION AND INSTRUCTION TO BIDDERS

2.1 Total Capacity Offered

Selection of Successful bidder(s) for procurement of power from Grid-connected Solar PV Projects for aggregate capacity 98 MW shall be done through Tariff Based Competitive Bidding Process. The interested Bidders are required to participate in the Request for Selection (RfS) for installation of Grid Connected Solar Photovoltaic Power Projects on Build-Own-Operate (B-O-O) basis under the scheme.

2.2 RfS document for Solar PV Power Projects

The RfS document has been prepared for Solar PV Power Projects technology. Solar PV Project means the solar project that uses sunlight for direct conversion into electricity through Photo Voltaic technology. The Bidder shall deploy, only commercially established and operational technologies. The detailed technical parameters for Solar PV Projects are at Annexure A of Section 5.

2.3 Capacity of each Project:

A Bidder may submit Bids for developing the Project(s) under solar PV technology (Solar PV Ground mounted Project) as per the criteria below:

- i. Minimum individual project capacity to be developed in particular substation shall be 0.5 MW;
- ii. Maximum individual project capacity to be developed in each substation shall be 2 MW per bidder;
- iii. The substation wise Cumulative capacity to be installed is 98 MW. Bidder may participate for all 22 substations. However, a bidder is not allowed to bid for more than one single solar Power Plant of capacity either 0.5 MW/1.0 MW/1.5 MW/2 MW at a particular 33/11KV substation .

2.4 Minimum CUF Limit

The SPG should generate minimum energy within the permissible lower limit of CUF declared by the SPG.

2.5 Supply of Power to Procurer

After completion of evaluation process a Letter of Award (LOA) will be issued to the successful bidder to sign a PPA with the Procurer (Concerned DISCOM) for duration of 25 years. Model PPA attached as Annexure D

2.6 Tariff for Supply of Power

Bidders are required to quote Single fixed tariff for 25 years only in the Price Bid at Part –B at Schedule B Section 4. UPNEDA will not entertain different tariff for every year, any bid with different tariff will be considered disqualified. Tariff quoted has to be less than or equal to **Rs.3.10/kWh**. Procurer will be liable to pay the project developer the tariff as signed in the PPA for 25 years .

2.7 Connectivity with the Grid:

- i) Solar Power Plant of capacity of 0.5MW to 2 MW set up will be connected to 33/11KV substations through 11 kV line.

- ii) Selected SPG will be responsible for construction of dedicated 11 KV line from Solar Power Plant to sub-station, construction of Bay and related switchgear at sub-station where the plant is connected to the grid and metering is done. The DISCOM will facilitate the SPG in getting right of way for laying of 11 kV line.
- iii) SPG can get constructed the 11 kV lines through DISCOM by paying the applicable cost and other charges.
- iv) SPG shall be responsible for construction, Operation & maintenance of this dedicated 11 kV line. up to the point of connectivity, such arrangement shall be as per the regulations specified by the Appropriate Commission, as amended from time to time.
- v) In case more than one bidders are awarded Solar Power Plants to be connected to same Sub-station, they shall be permitted to jointly establish a common injection line to feed the substation with the prior approval of DISCOM.
- vi) Solar Power Generator shall have to deposit the applicable connectivity charges to the DISCOMs.
- vii) The SPG shall comply with the Grid code and grid connectivity and other related regulations as applicable in State of Uttar Pradesh.

2.8 Procurement of RfS Document, Processing Fees

2.8.1 The RfS document can be downloaded from the website <http://etender.up.nic.in>). Cost of RFS document is Rs.1000+ 18% GST= Rs 1180.00 (Rs. one thousand one hundred and eighty rupees only) inclusive of all taxes in the form of Demand Draft issued from any of the Scheduled or Nationalized banks, in **favour of Director UPNEDA, payable at Lucknow** to be enclosed with the RFS document on submission. In case of submission of RFS document fees through NEFT/RTGS (Electronic Transfer) the Bidder shall submit the transaction receipt instead of the corresponding DDs, as part of the offline bid submission.

Prospective bidders interested to participate in the bidding process are required to submit their RfS document along with a non-refundable processing fee of Rs.5000 per MW + 18% GST= Rs. 5900 per MW (Rupees five thousand and nine hundred rupees only) or part thereof of the capacity applied for in the form of DD/Pay Order in favour of “**Director, UPNEDA**”, payable at “**Lucknow**”.

The bids submitted without cost of the RfS document and/or Processing Fee (including partial submission of either of the respective amounts) and/or Bid Security Declaration form, will be liable for rejection by UPNEDA.

In case of submission of bidding processing fees thru NEFT/RTGS (Electronic Transfer) the Bidder shall submit the transaction receipt instead of the corresponding DDs, as part of the offline bid submission.

2.8.1 In case of submission of RfS document fees and bid processing fees online thru NEFT/RTGS following are the details of Bank.

Bank Details of UPNEDA:

Name & Address of Account Holder	Uttar Pradesh New and Renewable Energy Development Agency
Bank Name	Central Bank of India
Email	Bmluck3964@centralbank.co.in
Account No	2185286335
IFSC Code	CBIN0283946
MICR Code	226016035

2.8.2 Successful Bidders will deposit the regulators fees sought by UPNEDA at the time of submission of petition for adoption of Tariff to UPERC.

2.9 Eligibility Criteria

- i. Individual farmers/ group of farmers/ cooperatives/ panchayats/ Farmer Producer Organizations (FPO)/Water User associations (WUA) who have their own land or who has land lease agreement shall be eligible to participate and will be treated as SPG.
- ii. The applicant has to furnish the certified copy of the land ownership documents as proof of land holding of the total required land for the applied capacity. The minimum land required is 1.5 Hectare for 1 MWp proportionately of higher capacity. **(A copy of Khasra /Khatauni showing the land in name of the concerned farmer /group of Farmers to be mandatorily attached).**
- iii. In case farmers/ group of farmers/ cooperatives/ panchayats/ Farmer Producer Organizations (FPO)/Water User associations (WUA) are not able to arrange required equity for setting up of Solar Power Plant then they may opt for setting up of Solar Power Plant through a developer by signing a land lease agreement. In such case, the owner of land will get lease rent on mutually agreed terms and conditions between the parties. The lease rent may be in terms of Rs per year per acre of land or in terms of Rs per unit energy generated per acre. The farmer(s) may opt for payment of lease rent directly in their bank account by the DISCOM, from the payment due to the developer. A model Land Lease Agreement to facilitate the beneficiaries has been attached at Section 5-Annexure-C whereas the concerned Solar Project Developer will be eligible to participate in bid and will be entitled as Solar Power Generator (SPG) to sign PPA. **(A copy of land lease agreement on the format attached at Annexure C, executed with the farmer /group of farmers to be mandatorily attached. Date of execution of land lease agreement should be prior to the date of submission of bid . A copy of Khasra /Khatauni showing the land in name of the concerned farmer /group of Farmers with whom the land lease agreement has been executed to be mandatorily attached) .Bids submitted without these documents attached are liable to be rejected.**
- iv. The Project Developer /Bidding Entity desirous to set up Solar Power Plant on leased Land should be a Company incorporated in India and registered under the Companies Act 1956 or Companies Act, 2013 as applicable.(Copy of certificate of Incorporation to be attached)

Or

(b) A consortium having one member is as Lead Member (having 51% of shareholding). After the selection as SPG under Scheme, Consortium shall get itself registered under the Companies Acts, 1956 or Companies Act 2013 as applicable prior to signing of PPA to implement the project. Consortium of Companies participating in the bid will adhere to conditions mentioned in 2.10 of RfS

Or,

(c) A Limited Liability Companies (LLC). After getting selected as SPG under Scheme will have to register as a Company under the Indian Companies Act, 2013, before signing of PPA, keeping the original shareholding of LLC unchanged. In case the LLC fails to incorporate as an Indian Company before signing of PPA or is not able to sign the PPA with Procurer/DISCOM. Condition mentioned as per clause 2.19 will apply.

(v) Limited Liability Partnership (LLPs) are not eligible for participation.

2.10 Bid submitted by a Bidding Consortium as SPG

- a) The Bid shall contain a legally enforceable Consortium Agreement entered amongst the Members in the Bidding Consortium, designating one of the Members to be the Lead Member (as per Format 5.3). There shall be only one Lead Member which shall continue to hold minimum fifty one percent (51%) equity in the Project Company up to a period of one (3) year after commencement of supply of power. Each Member of the Bidding Consortium shall duly sign the Consortium Agreement making it liable for raising the required funds for its respective equity investment commitment as specified in the Consortium Agreement. In the absence of a duly executed Consortium Agreement, the Bid will not be considered for evaluation and will be rejected.
- b) Provided however that the Lead Member of the Bidding Consortium shall be liable to the extent of one hundred percent (100%) of the total proposed commitment of equity investment in the Project Company, i.e., for both its own liability as well as the liability of the other Members.
- c) Provided further that the Consortium Agreement shall not be amended without the prior written approval of the Procurer/ Authorized Representative.
- d) Land Lease Agreement submitted will be signed by the lead member of the Consortium.
- e) The Lead Member shall designate one person to represent the Consortium in its dealings with the Procurer/ Authorized Representative. The person designated by the Lead Member shall be authorized through a Board Resolution to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Bid on behalf of the Consortium, etc. Additionally, the Bid shall also contain a Power of Attorney in original (as per Format -5.4)- in favour of the Lead Member issued by the other Members of the Consortium.
- f) The Bid shall also contain a Board Resolution as per Format -5.5 from each Member of the Consortium confirming that the RfS & RfS Project Documents have been read, examined and understood and also the Bid has been reviewed and each element of the Bid is agreed to by them.

2.11 Technology

- a) The Project to be selected under this RfS provides for deployment of PV Technology. However, the selection of Project would be technology agnostic within PV technology and crystalline silicon or thin film or CPV, with or without Trackers can be installed.

- b) Detailed technical parameters for Solar PV Projects to be met by SPGs are at Annexure-A. The Bidders shall

Strictly comply with the technical parameters detailed in the Annexure-A. **Further, the cells and modules used in the Project shall be sourced only from the models and manufacturers included in the “Approved List of Models and Manufacturers” as published by MNRE and updated as on the date of commissioning of the Project.**

2.12 Land Lease Agreement

- i. In case the farmer/farmer bodies opt to set up the solar power plant through the developer, then the farmer/farmer bodies will be entitled for lease rent as per the mutually agreed terms and conditions. The amount of the lease rent will be in the form of Rs. per year per acre of land or in terms of Rs per unit energy generated per acre of the land area.
- ii Leasing of land will be a bi-partite agreement between the farmer and the developer and Procurer/DISCOM will not be held responsible for the failure in getting the land leased out to a developer. However the farmer(s) may opt for payment of lease rent directly in their bank account by the DISCOM, from the payment due to the developer.

2.13 Financial Eligibility Criteria

- i. No financial eligibility will be required, in case the farmers/group of farmers/cooperatives/ panchayats/ farmer producer organizations and water user associations opting to develop the project with their own investment and participating in the bid.
 - ii. In case of a Developer setting up of Solar Power Plant on leased land, his Net worth shall not be less than Rs. 1.00 Crore per MW (of the applied capacity). The Developer shall submit the requisite document in support of the same duly certified from Chartered Accountant on Format-5.6, for Financial Qualification
- a)** The computation of net worth shall be based on unconsolidated audited annual accounts of any of the last three (3) financial years immediately preceding the Bid Deadline.

For avoidance of doubt, “net worth” as per section 2 (57) of the Companies Act 2013 means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation;

Paid up Share capital will include;

- i) Paid up equity Share Capital
- ii) Fully, compulsorily and mandatory convertible preference Shares and
- iii) Fully, compulsorily and mandatory convertible Debentures

The computation of Net worth shall be based on unconsolidated audited annual accounts of the Company. For the purpose of the computation of Net worth, any one of the last three financial years and up to seven (7) days prior to Bid Deadline shall be considered. The Bidder would thus be required to submit annual audited accounts for the last three financial years 2018-19 2019-20 and 2020-21 (or Calendar Years 2019, 2020 and for 2021 if available or the accounting years as adopted by the Company and acceptable as per the laws of the respective Country), while indicating the year which should be considered for evaluation along with a certificate from the

chartered accountant to demonstrate the fulfilment of the criteria. In case a Bidder seeks qualification on the basis of Net worth as on seven (7) days prior to Bid Deadline, the Bidder shall submit a certificate from a Statutory Auditor/Chartered Accountant certifying the Net worth on the date seven days prior to submission of Bid and also submit the un-audited financial statements of the Company duly certified by Statutory Auditor/Chartered Accountant for the date on which the certificate of Net worth has been obtained.

- b) For the purposes of meeting financial requirements, only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered.
- c) For a newly incorporated Company relying solely on its own credentials, where the annual account has not been prepared, the Net Worth criteria should be met not more than seven days prior to the last date of submission of response to RfS. To demonstrate fulfillment of the criteria, the Bidder shall submit a certificate from a Chartered Accountant certifying the Net Worth on the date seven days prior to submission of response to RfS along with the unaudited financial statements of the Company duly certified by Chartered Accountant for the date on which the certificate of Net Worth has been obtained.
- d) If the Bid is submitted by a Bidding Consortium the financial requirement shall be met individually and collectively by all the Members in the Bidding Consortium. The financial requirement to be met by each Member of the Bidding Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company as per the Consortium Agreement (Format-5.9), forming part of its Non-Financial Bid. Any Consortium, if selected as the Successful Bidder, shall, for the purpose of supply of power, incorporate a Project Company with equity participation by the Members as provided in the Consortium Agreement (Format -5.9) within thirty (30) days of the issue of Letter of Award.
- e) Any Bidding Company may choose to incorporate a Project Company for the purpose of supply of power.

Note: -

- i. Net Worth of individuals, whether Director or otherwise, shall not be considered
- ii. Failure to comply with the aforesaid provisions shall make the bid liable for rejection at any stage.
- iii. The Networth shall be computed and evaluated on the basis of the sum total of the capacities offered by the Bidder at the different substations.

2.14 Consents, Clearances and Permits

All approvals, permits and clearances required for setting up of the Project including those required from State Government and local bodies shall be in the scope of the SPG.

2.15 Project Capacity Allocation and No of Responses by a Bidder

Following conditions shall be applicable to the Bidders for submission of bids against this RfS:

- (i) A Bidder including individual Farmer, group of farmers/ Cooperatives/ Panchayats/ Farmer Producer Organisations (FPO)/ Water User associations (WUA) or Project Developers on land leased by Farmers will not be allowed to apply for more than one solar Power Plant at a particular 33/11 KV substation
- (ii) The capacity of power plant that can be bid at each substation is 0.5 MW/1 MW/1.5 MW/2 MW.
- (iii) The substation wise Cumulative capacity to be installed is 98 MW. Bidder may participate for all 24 substations.
- (iv) Bid of a Project developer will be disqualified if it is found that its proprietor/partner/director/member has also submitted bid as proprietor/partner/director/member for another leased land for the same substation.

2.16 Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments

1. Pre-Bid Meeting

The Bidder(s) or their authorized representative(s) is / are invited to attend pre-bid meeting(s), UPNEDA will make all efforts to respond to the queries during the Pre-Bid Meeting to be held on 3/06/2022 at 12.30 PM .venue of the Pre-bid meeting will be at UPNEDA head Office, located at Vibhuthi Khand Gomtinagar Lucknow.or it will be held virtually .Venue details will be notified on UPNEDA's website www.upneda.org.in

The purpose of the pre-bid meeting will be to clarify any issues regarding the RfS, including in particular, issues raised in writing by the Bidders.

A compiled list of questionnaire and UPNEDA's response will be uploaded on the website of UPNEDA for information of all concerned in www.upneda.org.in. All are requested to remain updated with the website. No separate reply/ intimation will be given elsewhere.

However, it may please be noted carefully that the Pre-Bid meeting will be held only with the authorized representatives of the bidders. Only two representatives of each bidder shall be allowed for Pre Bid discussions.

B Enquiries/clarifications may be sought by the Bidder from:

Director,
Uttar Pradesh New & Renewable Energy Development Agency,
Vibhuti Khand, Gomti Nagar, Lucknow
Phone: 9415609016 ,
Tele Fax: 0522-2720779, 0522-2720829
Email: compneda@rediffmail.com, ho_rka@rediffmail.com
Website: www.upneda.org.in

C Liability

UPNEDA reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this RfS and make its own judgment regarding the interpretation of the same. In this regard UPNEDA shall have no liability towards any Bidder and no Bidder shall have any recourse to UPNEDA with respect to the selection process. UPNEDA shall evaluate the Bids using the

evaluation process specified in Section III at its sole discretion. UPNEDA's decision in this regard shall be final and binding on the Bidders.

2.17 RfS Document and attachments

The drafts of the following RfS Documents have been attached to this RfS:

- a. Draft PPA at Annexure -D
- b. Model Land Lease Agreement at Annexure -C
- c. Any modifications, amendments alterations or clarifications thereto.

2.18 Incorporation of a Project Company

In case of the Successful Bidder being a Bidding Consortium, it shall, within thirty (30) days of the issue of the Letter of Award, incorporate a Project Company provided such a Project Company has not been incorporated by the Bidder prior to the submission of the Bid. In case the Project Company has already been incorporated prior to the submission of the Bid as specified in the Consortium Agreement such Project Company shall be responsible to execute the RfS Documents. The investment in the Project Company shall be as per provisions of the Consortium Agreement and shall be subject to the provisions of **Clause 2.10** of this RfS

In case of the Successful Bidder being Bidding Company and choosing to incorporate a Project Company for supply of power, it shall incorporate the Project Company within Thirty (30) days of the issue of the Letter of Award. In case the Project Company has already been formed by such Bidding Company prior to the submission of the Bid, the Bidding Company shall provide the details of such Project Company in its Bid.

The Project Company shall execute the RfS Documents and be responsible for supply of power to the Procurer(s) as per the provisions of the PPA.

2.19 Cancellation of the Letter of Award

If the Successful Bidder(s) / Project Company fails or refuses to comply with any of its obligations under Clauses 2.18 and 2.21, and provided that UPNEDA / Procurer (s) and / or other parties to the respective RfS Documents are willing to execute the said documents, such failure or refusal on the part of the Successful Bidder/ Project Company shall constitute sufficient grounds for cancellation of the Letter of Award. In such cases, bidding company shall be suspended for participating in the tendering process of UPNEDA, for a period of one (02) year from bid due date of above referred tender.

2.20 Bid Security Declaration

- 2.20.1** i) Each Bidder shall submit the Bid accompanied by Bid Security Declaration Form (Format 5.3 A) as per given format
- ii) In the case of a Consortium, the Lead Member shall furnish the Bid Security Declaration form as stipulated in the RfS, on behalf of the Consortium Members as per the Consortium Agreement.
 - iii) By submission of this declaration, the bidder hereby accepts that if it withdraws or modifies its response to RfS during the bid validity period, it will be suspended / barred from bidding

in future UPNEDA/UPPCL tenders for a period of 2 years from the date of default as notified by UPNEDA

2.20.2 UPNEDA will take appropriate action as mentioned in clause 2.19, without any notice, demure, or any other legal process upon occurrence of any of the following:

- Failure to incorporate the Project Company as a legal entity as per clause 2.18 within thirty (30) days of issue of Letter of Award, or,
- Failure to furnish the Performance Bank Guarantee as per Clause 2.21; or
- Failure to execute the PPA with DISCOM subject to the provisions of Clause 2.19 - or
- Bidder submitting any wrong information or making any misrepresentation in Bid as mentioned in Clause 2.25.
- If after issuance of LOA, it is found that the documents furnished by the bidders as part of response to RfS are misleading or misrepresented in any way;

2.21 Performance Bank Guarantee (PBG)

2.21.1. Bidders selected by UPNEDA based on this RfS shall submit Performance Bank Guarantee for a value @ **INR 5 Lakh / MW for the capacity awarded** which shall be provided to UPNEDA for the amount calculated pro-rata within 30 days of issuance of Letter of Award (LOA). It may be noted that successful Bidders shall submit the Performance Bank Guarantee according to the **Format 5.3B** with a validity period **of 15 months** from the Effective Date of the issuance of LOA. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, PPA will be signed by the concerned DISCOMs.

2.21.2 Non submission of the PBG by the Successful Bidder(s) may lead to, cancellation of the Letter of Award of such Successful Bidder(s) by UPNEDA, and thereafter, the provisions of Clause 2.25.2 shall be applicable.

2.21.3 Delay upto 1 month from due date of submission of PBG: Delay charges @1% of the PBG amount per month levied on per day basis shall be paid by the Bidder to UPNEDA in addition to the PBG amount.

2.21.4 Delay beyond 1 month from the due date of submission of PBG cancellation of letter of Award and the Project shall stand terminated.

For the purpose of calculation of the above delay charges, 'month' shall be considered as a period of 30 days.

2.21.5 Performance Bank Guarantee (PBG) shall be submitted for the capacity awarded.

2.21.6 The PBG will be returned to the Bidder immediately after successful commissioning of solar power plant, after taking into account any penalties due to delay in commissioning as per provisions in the PPA.

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2.22 Bank Guarantees

The Bank Guarantees for PBG have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.

All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders.

The Bank Guarantees have to be in the name of the Bidding Company / Lead Member of Bidding Consortium.

2.23 Amendment of RFS

UPNEDA, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder may modify the RFS, including the timelines specified in Clause 2.27, by issuance of addendum / modification / errata and / or a revised document on UPNEDA website. www.upneda.org.in

Bidders should notify themselves regarding any addendum / modification made in RfS document, the same shall be uploaded on UPNEDA website. No personal correspondence will be made by UPNEDA to Bidder(s).

2.24 Bidding Process

The Bid in response to this RfS shall be submitted by the Bidders in the manner provided in **Clause 2.24 B (v)**. The Bid shall comprise of the following:

A. Language

The RFS prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and UPNEDA shall be written in the English provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purpose of interpretation units of measurement shall be MKS system.

B. Format and signing of Offer

- (i) The Bid should be submitted online as stipulated in the RFS document.
- (ii) Any condition or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. The complete Bid shall be without alterations, interlineations or erasures, except those to accord with instructions issued by the UPNEDA, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.
- (iii) The hard copy of Bid (except Financial Bid) along with enclosures and related documents as per following must reach at UPNEDA Head Office, Vibhuti Khand, Gomti Nagar, Lucknow before opening date and time of online Technical-Bid without which the online Bid of concern Bidder will not be opened.
- (iv) **Uploading of e-tender**
 - a) The bid shall be uploaded online as per guide lines of U.P Electronics Corporation Ltd. (UPLC), 10, Ashok Marg, Lucknow (UP).

- b) The bid must be complete in all technical and commercial respect and should contain requisite certificate, drawings, informative literature etc. as required in the specification.
- c) First part (PART-A) should contain technical details brochure literature etc. All parts of RFS documents except financial bid should be uploaded as per e-procurement mode in due date and time.
- d) The Bidder should submit Price Bid at Part –B in Second part. Second part (PART-B) should contain financial bid only should be uploaded as per e-procurement mode in due date and time.
Anything in regard of financial condition, payment terms, rebate etc. mentioned in financial bid may make the bid invalid. Therefore, it is in the interest of the Bidder not to write anything extra in part-II except price.
- e) The original copy of uploaded document i.e. First part (Part-1) is to be submitted by Post /courier/by hand to UPNEDA HQ before opening of Technical bid.

(v) The e-tender prepared and uploaded by the Bidder shall comprise the following components

- a) Covering letter as provided in e-tender document.at Format 5.1-
- b) General particulars of bidder/Application Form, as provided in e-tender document.
- c) Declaration by The Bidder, as provided in e-tender document
- d) Scanned copy of RfS Document Fees Draft and if submitted online its UTR No
- e) Scanned Copy of Processing Fees Draft and if submitted online UTR No
- f) Scanned copy of Bid Security Declaration in the form as per **Format 5.3 A**;
- g) In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium uploaded in original as per **Format -5.4-**
- h) In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 5.9** along with board resolution from each Member of the Consortium for participating in consortium;
- i) Copy of Revenue Record of Identified or land owned by farmers
- j) Copy of Land Lease Agreement signed and notarized.
- k) Format for Qualification Requirements as per **Format -5.8**, as applicable;
- l) Board Resolutions, as per prescribed at **Format 5.5**-duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 1. Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the Bid;
 2. Board resolution from each of the Consortium Members except the Lead Member in favour of the person authorized to execute the Power of Attorney in favour of the Lead Member.
- m) A disclosure statement as per -5.7 regarding participation of any related companies in this bidding process;

- n) Check list of Annexure as provided in e-tender document
- o) Blank copy of the in e-tender document and Draft PPA at ----- signed on each page, as a confirmation by the Bidder to accept all terms and conditions along with all necessary enclosures.
- p) Power of Attorney of the Bidder, for the person representing his Company/Firm/ Corporation, that he is authorized to discuss and with specific mention of this e-tender

C. Technical Offer

Bidders shall submit and upload the technical Offer in the formats (5.1 to 5.8) (the “Technical Offer”) as mentioned above in 2.24 B While submitting the Technical Offer, the Bidder shall, in particular, ensure that all the formats are uploaded. The Technical Offer shall not include any financial information relating to the financial offer.

UPNEDA reserves the right to verify all Statements, information and documents, submitted by the Bidder in response to the RFS. Failure of the UPNEDA to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the UPNEDA there under.

D. Financial Offer

- i. The Financial offer of the Bidder shall be submitted only through e-Procurement Website <http://etender.up.nic.in>. on the appropriate financial bid Part-B clearly indicating against the Substation or substations , Capacity applied for allocation and fixed tariff in Rs / kWh up to two decimals for twenty-five years at the Interconnection point duly signed by an authorized signatory.
- ii. The Qualification Requirements for the Bidder would be evaluated for the total quantum of power offered by a Bidder at a particular substation.
- iii. The Quoted Fixed Tariff shall be an all-inclusive Tariff up to the Interconnection Point and no exclusions shall be allowed. The Bidder shall take into account all costs including capital and operating costs, statutory taxes, levies, duties while quoting such Tariff. It shall also include any applicable transmission costs and transmission losses (if any) from the generation source up to the Interconnection Point. Availability of the inputs necessary for supply of power shall be ensured by the Seller and all costs involved in procuring the inputs (including statutory taxes, duties, levies thereof) at the plant location must be reflected in the Quoted Fixed Tariff.

2.25 The Bidder should note that

- 2.25.1. If any Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever in order to create circumstances for the acceptance of its Bid, UPNEDA reserves the right to reject such Bid or cancel the Letter of Award, if issued. If such event is discovered after the Effective Date, consequences specified in the PPA shall apply.
- 2.25.2. If for any reason the Bid of any Successful Bidder is rejected or Letter of Award issued to such Successful Bidder is cancelled, UPNEDA may:
 - a. Consider the next lowest Financial Bid from other than the Successful Bidder(s) whose Bids are responsive and valid; or

- b. Annul the bid process; or
 - c. Take any such measure as may be deemed fit in the sole discretion of UPNEDA, as applicable.
- 2.25.3. UPNEDA reserves the right to accept the offer of the Bidder for any quantum of power up to the quantum offered by it, subject to the Minimum Bid Capacity, and considering the balance Requisitioned Capacity at a particular substation (after considering the quantum of power offered by Successful Bidder(s) in Clause 3.1.4 II).
- 2.25.4. Language of the Bid shall be English only;
- 2.25.5. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter as per Format 5.1;
- 2.25.6. UPNEDA may, at its sole discretion, ask for additional information/ document and/ or seek clarifications from a Bidder after the Bid Deadline, inter alia, for the purposes of removal of inconsistencies or infirmities in its Bid. However, no change in the substance of the Quoted Fixed Tariff shall be sought or permitted by UPNEDA.
- 2.25.7. Non-submission and / or submission of incomplete data / information required under the provisions of the RfS shall not be construed as waiver on the part of UPNEDA of the obligation of the Bidders to furnish the said data / information unless the waiver is in writing.
- 2.25.8. UPNEDA may verify the Bidder's financial data by checking with the Bidder's lenders / bankers / financing institutions / any other person as necessary.
- 2.25.9. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RfS and obtain independent advice from appropriate sources.

2.26 Bidder to inform itself fully

2.26.1 The Bidder shall make independent enquiry and satisfy itself with respect to all the required information, inputs, conditions and circumstances and factors that may have any effect on its Bid. Once the Bidder has submitted the Bid, the Bidder shall be deemed to have examined the laws and regulations in force in India, the grid conditions, and fixed its price taking into account all such relevant conditions and also the risks, contingencies and other circumstances which may influence or affect the supply of power. Accordingly, the Bidder acknowledges that, on being selected as Successful Bidder, it shall not be relieved from any of its obligations under the RFS Documents nor shall be entitled to any extension of time for commencement of supply or financial compensation for any reason whatsoever.

2.26.2 The technical requirements of integrated grid operation are specified in the Indian Electricity Grid Code (IEGC). The Bidders should particularly acquaint themselves with the requirements of connection conditions, operating code for regional grids, scheduling and dispatch code etc. The Bidders are also advised to fully familiarize themselves with the real-time grid conditions in India.

2.26.3 The Bidder shall familiarize itself with the procedures and time frames required to obtain all Consents, Clearances and Permits required for the supply of power to Procurer(s). The Procurer(s) shall have no liability to obtain any of the Consents, Clearances and Permits required for setting up of the generation facilities and/ or supply of power.

2.27 Due Dates

The following shall be the time schedule for completion of the bidding process

S. No	Event	Schedule Date
1	Date of issue of RfS	Zero Date
2	Pre-bid meeting	Zero date + 16 days
3	Bid submission and opening of Non-Financial Bid	Zero date + 36 days
4	Financial Bid Opening (tentative)	Zero date + 48 days
6	Approval of Bids and Issue of LoA to Successful Bidder(s)	Zero date + 79 days
7	Signing of PPA	Zero date + 139 days (LoA Date + 60 days)
8	Financial closure of the project.	(LOA Date + 180 days)
9	Commissioning of Solar PV Power Plant	As mentioned in clause 2.29

2.28 Financial Closure or Project Financing Arrangements and Land Arrangements:

The Bidder /SPG shall achieve Financial Closure i.e. made Project Financing Arrangements for its Project within 6 (six) months of issuance of LOA and will provide a certificate to UPNEDA from the lead banker to this effect or In case the funds have been arranged from its internal resources if a company a Board Resolution certifying the same shall be submitted by the bidder or in case of individual farmer relevant documents and bank details depicting adequate funds are available; Failing the aforesaid, liquidated damages will be levied as mentioned in clause 2.30 unless the delay is not owing to any action or inaction on the part of the SPG or caused due to a Force Majeure. Extension for the attainment of financial closure may be considered by UPNEDA, on the sole request of SPG, on the payment of penalty as mentioned in 2.30. This extension will not have any impact on the Scheduled Commissioning Date. Any penalty paid so, shall be returned to the SPG without any interest on achievement of successful commissioning within the Scheduled Commissioning Date.

2.29 Commissioning / Schedule Delivery Date

2.29.1 The Commissioning / Scheduled Delivery Date of Solar PV Power Plant shall be 12 months from date of issuance of LOA

2.29.2 For a Project, the maximum time period allowed for commissioning of the full Project Capacity shall be limited to **12** months from the Date of issuance of LOA .

2.29.3 Declaration of COD shall only be done upon the successful visit by the Synchronization/Commissioning Committee

2.30. Delay in Commissioning of Power Plant

- a. In case of delay in commissioning of the Project beyond the SCD until the date as on 14 months from the Date of issuance of LOA (as applicable), as part of the liquidated damages, the total PBG amount for the Project shall be encashed on per-day-basis and proportionate to the balance capacity not commissioned
- b. In case the commissioning of the solar power plant is delayed beyond the date as on 14 months from date of issuance of LOA , the PPA capacity shall stand reduced/ amended to the Project

Capacity Commissioned and the PPA for the balance capacity will stand terminated and shall be reduced from the selected Project

2.31 Validity of the bid

The Bidder shall submit the response to RfS which shall remain valid up to 180 (One Hundred Eighty) days from the last date of submission of response to RfS (“Bid Validity”). UPNEDA reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

UPNEDA may solicit the Bidders’ consent for an extension of the period of validity of the Bid. The request and the response in this regard shall be in writing. A Bidder accepting UPNEDA request for validity extension shall not be permitted to modify its Bid and such Bidder shall, accordingly, extend the validity of the Bid Security as requested by UPNEDA.

2.32 Method of Submission

2.32.1 The Bidders have the option of sending hard copy of their Bid either by registered post; or speed post; or courier; or by hand delivery, so as to reach UPNEDA before the opening of the e-tender. Bids submitted by telex / telegram / fax / e-mail shall not be considered under any circumstances. UPNEDA shall not be responsible for any delay in receipt of the Bid. Any Bid received after the Bid Deadline shall be returned unopened.

2.32.2 It may be noted that Non-Financial price schedule uploaded (Schedule B) shall not contain any information/document relating to Financial Bid. If uploaded Non-Financial Bid contains any such information / documents, UPNEDA shall not be responsible for premature opening of the Financial Bid.

2.32.3 All pages of the Bid, and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. However, any published document submitted with the Bid shall be signed by the authorized signatory at least on the first and last page of such document.

2.32.4 No change or supplemental information to a Bid will be accepted after the Bid Deadline, unless the same is requested for by UPNEDA / Procurer as per Clause .2.25.6

2.33 Preparation Cost

The Bidder shall be responsible for all the costs associated with the preparation of the Bid and participation in discussions and attending Pre-bid meetings, and finalization and execution of the RfS Documents, etc., UPNEDA / Procurer(s) shall not be responsible in any way for such costs, regardless of the conduct or outcome of this Bid process.

2.34 Opening of Bids

The procedure of opening of the e-tender shall be as under:

- 2.34.1** First part (PART-A) uploaded having e-tender specification no. and super scribed as “**Technical bid**” shall be opened at the time and date mentioned in the e-tender notice by UPNEDA’s representatives in the presence of Bidders, who choose to be present.
- 2.34.2** Second part (PART-B) containing Financial Bid shall be opened (after clarifications and establishing technical suitability as per schedule. Second part of only those Bidders shall be opened whose first part (PART-A) shall be found commercially clear and technically suitable

2.35 Right to withdraw the RfS and to reject any Bid

This RfS may be withdrawn or cancelled by UPNEDA at any time without assigning any reasons thereof. UPNEDA further reserves the right, at its complete discretion, to reject any one or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.

2.36 Confidentiality

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

- 2.36.1** to their professional advisors;
- 2.36.2** to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities;
- 2.36.3** disclosures required under applicable Law,

Provided that the Successful Bidder(s) agrees and acknowledges that any of the Procurers may at any time, disclose the terms and conditions of the RfS and RfS Documents to any person, to the extent stipulated under the applicable Law or the Bidding Guidelines.

2.37 Power Purchase Agreement (PPA)

Concern Discoms shall enter into Power Purchase Agreement (PPA) with Bidders selected based on this RfS. A copy of Power Purchase Agreement to be executed between Discom and the selected Solar Power Generator (SPG) is enclosed at Annexure-D. The PPA shall be signed within 60 (sixty) days from the date of issue of LOA. The PPA shall be valid for a period of 25 years as per provisions of PPA.

SECTION 3: EVALUATION CRITERIA

3.1 Bid Evaluation

The evaluation process comprises the following four/my steps:

- Step I – Responsiveness check
- Step II – Bid Evaluation of Non-Financial Bid
- Step III – Evaluation of Financial Bid
- Step IV – Successful Bidder(s) selection

3.1.1. STEP I – Responsiveness check

The Bid submitted by the Bidder shall be scrutinized to establish “Responsiveness”. Each Bidder’s Bid shall be checked for compliance with the submission requirements set forth in this RfS.

Any of the following conditions shall cause the Bid to be “Non-responsive”:

- i. Bid not uploaded at e-procurement website complete with all documents.
- ii. Bids that are incomplete, i.e. not uploaded any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution, applicable board resolutions, format for disclosure, valid Bid Security Declaration, Consortium Agreement, Land Revenue Record and Land Lease Agreement.
- iii. Bid not received by the due date and time
- iv. Bid having Conflict of Interest
- v. Bid being conditional in nature
- vi. Bidder submitting or participating in more than one Bid either as a Bidding Company or as a Member of Bidding Consortium for a particular Substation.
- vii. Bidder delaying in submission of additional information or clarifications sought by UPNEDA as applicable;
- viii. Non-submission of Cost of Document, Processing fee and Bid Security declaration in acceptable form along with RfS document;
- ix. Bidder makes any misrepresentation as specified in Clause 2.23.1.

3.1.2. STEP II–Evaluation of Non-Financial Bid

Step II (Evaluation of Non-Financial Bid -) will be carried out considering the information furnished by Bidders as prescribed under Section 4 (Formats for Bid Submission) and other documents sought. This step would involve evaluation of the Bid of the Farmers/Farmer Producer Organization or Bidding Company/ Bidding Consortium as per the provisions specified in Section 2 of this RfS.

3.1.3. Step III - Evaluation of Financial Bid

- i. Financial Bids of the Qualified Bidders shall be downloaded in presence of the representatives of such Qualified Bidders, who wish to be present, as per the timelines indicated in this RfS, or such other date as may be intimated by UPNEDA to the Bidders. The evaluation of Financial Bid shall be carried out based on the information furnished in Envelope II (Financial Bid).
- ii. In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the “Tariff Bid” quoted by the bidders in the Electronic Form of Financial Bid
- iii. The Financial Bids submitted by the Bidders shall be scrutinized to ensure conformity with the provisions of Clause 2.24 D of this RfS. Any Bid not meeting any of the requirements as per Clause 2.24 D of this RfS may cause the Bid to be considered “Non-responsive” at the sole decision of UPNEDA. Financial Bid not in conformity with the requirement of Clause 2.24 D of this RfS shall be rejected.
- iv. Tariff quoted for each substation has to be less than or equal to Rs. 3.10/ kWh. Bids with tariff quoted more than Rs. 3.10/ kWh, shall be summarily rejected.
- v. The Bidder is required to quote a single fixed tariff in INR per kWh for Solar Power Plant capacity applied for at a particular substation. The tariff has to be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is INR 2.337 / kWh, then it shall be considered as INR 2.33 / kWh).

3.1.4. STEP IV – Successful Bidder(s) Selection

- i. Bids qualifying in Step III shall only be evaluated in this stage.
- ii. In this step, evaluation will be carried out for requisitioned capacity at each substation, as mentioned at clause 3.1.3 of RfS, based on tariff quoted by Bidders.
- iii. For requisitioned capacity at each substation the Ranking of the bidders will start from the bidder quoting the lowest Tariff at e. Bidder quoting the lowest Fixed Tariff for 25 years shall be declared as the Successful Bidder for the quantum of power (in MW) offered by such Bidder in its Financial Bid for that particular substation.
- iv. The selection process of the Successful Bidder as mentioned above in Clause III shall be repeated for all the remaining Financial Bids of Qualified Bidders until the entire Requisitioned Capacity at each Substation is met or until the time when the balance of the Requisitioned Capacity is less than the Minimum Bid Capacity.
- v. If the tariff quoted is same for two or more Bidders for a particular Project, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order
- vi. At any step in the process in Clause III above, in case the Requisitioned Capacity at a Substation has not been achieved and the offered capacity of the Bidder with the lowest Fixed Tariff amongst the remaining Financial Bids is larger than the balance Requisitioned Capacity, than as per the balance requisitioned capacity at that substation, Solar Power Plant of capacity 0.5 MW/1 MW /1.5 MW/2 MW will be offered to such Bidder, towards meeting the Requisitioned Capacity.
- vii. The selection process shall stand completed once the Requisitioned Capacity at each Substation has been achieved through the summation of the quantum offered by the Successful Bidders or when the balance of the Requisitioned Capacity is less than the

Minimum Bid Capacity i.e. less than 0.5MW. Provided however in case only one Bidder remains at any step of the selection process and the balance Requisitioned Capacity exceeds the Minimum Bid Capacity, Financial Bid(s) of such Bidder shall be considered and the selection of the Bidder shall then be at the sole discretion of UPNEDA.

- viii. The Letter(s) of Award shall be issued to all such Successful Bidder(s) selected as per the provisions of this Clause 3.1.4.
- ix. There shall be no negotiation on the Quoted Fixed Tariff between UPNEDA / Procurer and the Bidder(s) during the process of evaluation.
- x. Each Successful Bidder shall unconditionally accept the LoA, and record on one (1) copy of the LoA “Accepted Unconditionally”, under the signature of the authorized signatory of the Successful Bidder and return such copy to UPNEDA within seven (7) days of issue of LoA
- xi. If the Successful Bidder, to whom the Letter of Award has been issued, does not fulfill any of the conditions specified in Clauses 2.19 and 2.21, UPNEDA reserves the right to annul the award of the Letter of Award of such Successful Bidder. Further, in such a case, the provisions of Clause 2.23.2 shall apply.
- xii. UPNEDA, in its own discretion, has the right to reject any one or all Bids if the Single Quoted Tariff is not aligned to the prevailing market prices.

SECTION-4: Financial Bid

PART B (Financial Bid)

e-tender NO. 02/UPNEDA-KUSUM/GRID CONNECT/RfS/2022

Name of Bidder:

Address of Bidder/bidding Company

S.no.	DISCOM Name	District name	Area	Name of 33/11 kV Substation	Capacity Available for Installation of Solar Power Plant in (MW)	Applied Project Capacity (MW)	Considering Capacity Utilization Factor (%)	Fixed Tariff Offered of Electrical Power for 25 years (Rs/kWh)	Fixed Tariff Offered of Electrical Power for 25 years (in Words)
						To be filled by Bidder			
1	Paschimanchal Vidyut Vitran Nigam Limited, Meerut	Saharanpur	Vikas Khand - Behat	Fathepur	6				
2	Paschimanchal Vidyut Vitran Nigam Limited, Meerut	Saharanpur	Vikas Khand - Nakud	Ambeheta Peer	6				
3	Paschimanchal Vidyut Vitran Nigam Limited, Meerut	Moradabad	Bijnaur	Afzalgarh	6				
4	Paschimanchal Vidyut Vitran Nigam Limited, Meerut	Moradabad	Bilari Under EDD-1	Hazrat Nagar Garhi	6				
5	Paschimanchal Vidyut Vitran Nigam Limited, Meerut	Bijnore	Bijnore under EDD-2	Manadawar	6				
6	Paschimanchal Vidyut Vitran Nigam Limited,	Saharanpur	Saharanpur Tehsil Behat	Muzaffarabad	6				

	Meerut								
7	Paschimanchal Vidyut Vitran Nigam Limited, Meerut	Moradabad	Vikas Khand-Second, Moradabad	Bhikanpur	6				
8	Madhyanchal Vidyut Vitran Nigam Limited, Lucknow	Lucknow	Hardoi	Sarwa	1.5				
9	Madhyanchal Vidyut Vitran Nigam Limited, Lucknow	Bareilly	Badau	Islanagar	3				
10	Madhyanchal Vidyut Vitran Nigam Limited, Lucknow	Ayodhya	Barabanki	Kotwa Dham	3				
11	Poorvanchal Vidyut Vitran Nigam Limited, Varanasi	Varanasi	Chandauli	Chakiya	6				
12	Poorvanchal Vidyut Vitran Nigam Limited, Varanasi	Gorakhpur	Gorakhpur	Gajai Kole	3				
13	Poorvanchal Vidyut Vitran Nigam Limited, Varanasi	Varanasi	Varanasi	Nawada	6				
14	Dakshinachal	Agra-I	Agra	Kagarol	6				

	Vidyut Vitran Nigam Limited, Agra								
15	Dakshinachal Vidyut Vitran Nigam Limited, Agra	Agra-I	Agra	Fathebad	4.5				
16	Dakshinachal Vidyut Vitran Nigam Limited, Agra	Banda	Hamirpur	Para Raipur	3				
17	Dakshinachal Vidyut Vitran Nigam Limited, Agra	Banda	Mahoba	Mahobkanth	1				
18	Dakshinachal Vidyut Vitran Nigam Limited, Agra	Banda	Banda	Bareru	3				
19	Dakshinachal Vidyut Vitran Nigam Limited, Agra	Jhansi	Jhansi	Gurusarai	4				
20	Dakshinachal Vidyut Vitran Nigam Limited, Agra	Jhansi	Jhansi	Bamore	4.5				
21	Dakshinachal Vidyut Vitran Nigam Limited, Agra	Jhansi	Urai	Niyamadpur	4.5				
22	Dakshinachal Vidyut Vitran Nigam Limited, Agra	Jhansi	Urai	Navigawn	3				

- a) Bidder while computing the Quoted Tariff shall have taken into consideration the Capacity charges as well as Energy Charges depending upon the source and all escalations expected. No separate escalation shall be provided for tariffs. All the risk factors as well as escalation factors should be taken into consideration before quoting the Fixed Tariff.
- b) The Fixed Tariff in Rs. /kWh shall be provided up to two (2) decimal points.
- c) All pages of this Format shall be signed by the authorized signatory.
- d) The contents of this format shall be clearly typed.

(Signature of Bidder)
With seal

To be uploaded in Part B.

Other document / condition, terms if enclosed will liable to be rejection of bid.

SECTION-5: Annexures & Formats for submission

FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section - II and other submission requirements specified in the RfS

- i) Format of Covering Letter (Format 5.1)
- ii) Application Form /General Particulars of Applicant/Bidder (Format 5.2)
- iii) Format for Bid Security Declaration (Format 5.3A)
- iv) Format for Performance Bank Guarantee (PBG) (Format 5.3B)
- v) Format for Power of Attorney (Format 5.4)
- vi) Format for Board Resolutions (Format 5.5)
- vii) Format for Financial Requirement (Format 5.6)
- viii) Format for Disclosure (Format 5.7)
- ix) Format for Technical Criteria (Format 5.8)
- x) Consortium Agreement (Format 5.9)
- xi) Technical Requirements for Grid Connected Solar PV Projects (Annexure -A)
- xii) Technical Specification (Annexure B)
- xiii) Land Lease Agreement Annexure-C

Format 5.1 COVERING LETTER

(The Covering Letter should be submitted on the Letter Head of the Bidder firm)

Ref.No. _____ Date: _____

From: _____ (Insert name and address of Bidding Company)

Tel.#: Fax#:

E-mail address#

To

Director,
Uttar Pradesh New & Renewable Energy Development Agency,
Vibhuti Khand, Gomti Nagar, Lucknow

Sub: Response to RfS No. -02/UPNEDA-KUSUM/GRID CONNECT/RfS/2022. for Selection of Solar Power Generator (SPG) who may be an individual Farmer, group of farmers/ Cooperatives/ Panchayats/ Farmer Producer Organisations (FPO)/ Water User associations (WUA) or Project Developers to whom land has been leased by Farmer for setting up of Decentralized Ground Mounted Grid Connected Solar Power Plants of 0.5 MW /1 MW/ 1.5 MW / 2 MW (AC) aggregating to total 98 MW capacity on barren/uncultivable or agriculture land, Pasturelands and Marshlands of farmers in vicinity of 33/11kV Substations in Uttar Pradesh under Pradhan Mantri Kisan Urja Suraksha evem Utthan Mahabhiyan (PM KUSUM) Scheme.

Dear Sir/ Madam,

We/I, the undersigned [insert name of the Bidder] having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the PPA for supply of power for 25 years to DISCOM, hereby submit our/my response to RfS.

We confirm that in response to the aforesaid RfS has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 5.7 under Disclosure). We confirm that we directly or indirectly have not submitted response to RfS for more than cumulative capacity of MW, including this response to RfS.

We are submitting RfS for the development of following Solar PV Project(s): -

Name of DISCOM	Name of 33/11 kV Substation	Capacity (MW)	Location of Project (Village, Tehsil, Dist,)	Distance of project site from Substation in KM	Proposed CUF

1. We/I give our/my/my unconditional acceptance to the RfS, dated..... [Insert date in dd/mm/yyyy], PPA documents attached thereto, issued by UPNEDA. In token of our/my acceptance to the RfS, PPA documents along with the amendments and clarifications

issued by UPNEDA, the same have been digitally signed by us and enclosed with the response to RfS. We/I shall ensure that the PPA is executed as per the provisions of the RfS and provisions of PPA and shall be binding on us. Further, We/I confirm that the Project shall be commissioned within 12 months (as per 2.29 of section II) of the Effective Date of PPA

2. Bid Security Declaration : - *(Please read Clause No. 2.20, Section-II, ITB carefully before filling)*

3. We/I have enclosed Bid Security Declaration as per Format 5.3 A in terms of Clause No. 2.31, Section-II, ITB of this RfS. The total capacity of the Solar PV Project offered by us is... MW [*Insert cumulative capacity proposed*].

4. We/I hereby declare that in the event our/my Project(s) get selected and We/I are not able to submit Bank Guarantee of the requisite value(s) towards PBG for the selected Projects, within due time as mentioned in Clause Nos.2.21,Section-II, ITB of this RfS on issue of LOA by UPNEDA for the selected Projects and/ or We/I are not able to sign PPA with DISCOM within 60 days of issue of LOA by UPNEDA for the selected Projects, UPNEDA shall have the right to take action as mentioned in RfS.

5. We/I have submitted our/my response to RfS strictly as per Section –V (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

6. Acceptance:-

We/I hereby unconditionally and irrevocably agree and accept that the decision made by UPNEDA in respect of any matter regarding or arising out of the RfS shall be binding on us. We/I hereby expressly waive and withdraw any deviations and all claims in respect of this process.

7. We/I also unconditionally and irrevocably agree and accept that the decision made by UPNEDA in respect of award of Projects according to our/my preference order as above and in line with the provisions of the RfS, shall be binding on us.

8. Familiarity with Relevant Indian Laws & Regulations:-

We/I confirm that We/I have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to RfS and execute the PPA, in the event of our/my selection as Successful Bidder.

9. In case of our/my selection as the Successful bidder under the scheme, We/I shall infuse necessary equity to the requirements of RfS. Further We/I will submit a Board Resolution prior to signing of PPA with DISCOM.

10. We/I are submitting our/my response to the RfS with formats duly signed as desired by you in the RfS online for your/my consideration.

11. It is confirmed that our/my response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from UPNEDA.

12. The information submitted in our/my response to the RfS is correct to the best of our/my knowledge and understanding. We/I would be solely responsible for any errors or omissions in our/my response to the RfS.

13. We/I confirm that all the terms and conditions of our/my Bid are valid up to (*Insert date in dd/mm/yyyy*) for acceptance [i.e. a period of 180 (One Hundred Eighty) Days from the last date of submission of response to RfS].

Contact Person

Details of the representative to be contacted by UPNEDA are furnished as under:

Name :
Designation :
Company :
Address :
Phone No :
Mobile Nos. :
Fax Nos. :
E-mail address :

14. We/I have neither made any statement nor provided any information in this Bid, which to the best of our/my knowledge is materially inaccurate or misleading. Further, all the Confirmations, declarations and representations made in our/my Bid are true and accurate. In case this is found to be incorrect after our/my selection as Successful Bidder, We/I agree that the same would be treated as a Seller's event of default under PPA and consequent provisions of PPA shall apply.

Dated the.....day of....., 20....

Thanking you,

We/I remain,

Yours faithfully,

Name,

Designation,

Seal and Signature of in case of developer submitting bid by the Authorized Person in whose name Power of Attorney/ Board Resolution/Declaration.

Format –5.2 Application form

Application form/General Particulars of the Applicant/Bidder for setting up of solar power plant under PM KUSUM Scheme

1. Description of Applicant

- i. (a) Individual Farmer Name,
(b) Aadhaar Card number
(copy to be enclosed)
Or
- ii. Group of Farmers' : Name of the group or head of the group,
(list of members, and registration copy to be attached)
Or
- iii. Co-operative Society: Name of the co-operative society
(enclose copy of registration)
Or
- iv. Panchayat Name of Panchayat
Or
- v. Farmer Producer Organization: Name of organization,
(enclose copy of registration)
Or
- vi. Developer Name of Developer,/Consortium
(enclose copy of certificate of incorporation & details of Land taken on lease and Land lease Agreement)

2. Contact Details:

- i. Correspondence address:
- ii. Name of the authorized person, (enclose letter of authorization)
- iii. Mobile Number:
- iv. E-mail Id

3. Details of 33/11 KV substation notified.

- i. Name of Substation
- ii. DISCOM Name DVVNL/MVVNL /PUVVNL/PVVNL
- iii. District Name
- iv. Distance of identified land from Substation
- v. Name of Tehsil, Village
- vi. Capacity available for Solar Power Project at Substation

4. Land Details

i. Name of Revenue Village

ii Tehsil /Panchayat Committee

iii. District

iv. A.- Khasra No ----- Area (acre / sqm)

B.- Khasra No ----- Area (acre / sqm)

C.- Khasra No ----- Area (acre / sqm)

Total area (Acre/ sqm)----- Please attach a copy of Khasra Khatauni

v. Distance in KM between the proposed land and substation notified where Solar Power Plant is proposed.

5. Solar plant capacity (in MW) offered/proposed by the applicant: (0.5/1.0/1.5/2.0 MW)

[The proposed capacity should not exceed 2 MW or the capacity available at that particular Substation (whichever is less)]

(For installation of one MW Solar Plant, minimum 1.5-hectare land is required).

6. Options available to the applicants for installation of Solar Power Plants: -

1. Setting up complete SPP himself.

2. Land taken on lease for setting up of SPP.

(Sign and seal of the bidder authorized person)

Format 5.3 A Bid Security Declaration

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Rs. 100/-Value)

In reference to Tender For “ _____[Subject of Tender]” published vide NIT/RfS No : _____ dated:, I, on behalf of _____[Name of the bidder] _____ hereinafter referred to as “Bidder”,

- (a) understand that, according to tender conditions, bids must be supported by a Bid Security Declaration.
- (b) hereby submit a declaration that the bid submitted by the undersigned, on behalf of the Bidder, either sole or in JV or Company, shall not be withdrawn or modified during the period of bid validity as mentioned in the tender document.

I, on behalf of the Bidder, _____[Name of the bidder], also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if [Name of the bidder] fail to sign the contract in case the work is awarded to us or fail to submit a performance security before the deadline defined in the tender document/letter of award, then _____[Name of the bidder] shall be suspended for participating in the tendering process of UPNEDA, for a period of one (01) year from bid due date of above referred tender.

I, on behalf of the Bidder, _____[Name of the bidder], also understand that this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

- (a) the receipt of your notification of the name of the successful Bidder; or
- (b) thirty days after the expiration of the validity of my/our Bid

Signed: _____ (insert signature of person whose name and capacity are shown)
in the capacity of: _____ (insert legal capacity of person signing the Bid Securing Declaration)

Name: _____ (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of _____[Name of the bidder] _____

Dated on _____ day of _____, 2022 (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture/Consortium, the Bid Security Declaration must be in the name of all partners to the Joint Venture/Consortium that submits the bid)

Format 5.3 B FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be submitted Separately for each project)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

Reference:

Bank Guarantee No.: Date:

In consideration of the[*Insert name of the Bidder*] (herein after referred to as selected Solar Power Generator) submitting the Response to RfS No. ----- issued by Uttar Pradesh New & Energy Development Agency (herein after referred to as UPNEDA) for Selection of Solar power Generator (SPG) for setting up of Decentralized Ground Mounted Grid Connected Solar Power Plants of 0.5 MW /1 MW/ 1.5 MW / 2 MW (AC) aggregating to total 98 MW capacity on farm land in vicinity of 33/11kV Substations in Uttar Pradesh under Pradhan Mantri Kisan Urja Suraksha evam Utthan Mahabhiyan (PM KUSUM) Scheme for supply of power there from on long term basis and UPNEDA considering such responseto the RfS of[*Insert name of the Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Solar Power Project of the Solar Power Developer and issuing Letter of Award No.....to.....(*Insert Name of selected Solar Power Generator*) as per terms of RfS and the same having been accepted by the selected SPG resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power[from selected Solar Power Generator M/s.....

As per the terms of the RfS, the.....[*Insert name & address of Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to UPNEDA at [*Insert Name of the Place from the address of the UPNEDA*] forthwith on demand in writing from UPNEDA or any Officer authorized by it in this behalf, any amount up to and not exceeding Indian Rupees.....[*Total Value*] only, on behalf of M/s [*Insert name of the selected Solar Power Generator/ Project Company*]

1. This guarantee shall be valid and binding on this Bank up to and including and shall not
2. be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our/my liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our/my knowledge or consent, by or between parties to the respective agreement.
3. Our/my liability under this Guarantee is restricted to INR..... (Indian Rupees only).
4. Our/my Guarantee shall remain in force until UPNEDA shall be entitled to invoke this Guarantee till.....
5. The Guarantor Bank hereby agrees and acknowledges that UPNEDA shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.
6. The Guarantor Bank hereby expressly agrees that its hall not require any proof in addition to the written demand by UPNEDA, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to UPNEDA.
7. The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by.....[*Insert name of the selected Solar Power Generator*] and/or any other person. The Guarantor Bank shall not require UPNEDA to justify the invocation of this BANK GUARANTEE, nor shall the

Guarantor Bank have any recourse against UPNEDA in respect of any payment made hereunder

8. This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Lucknow shall have exclusive jurisdiction.
9. The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.
10. This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.
11. This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly UPNEDA shall not be obliged before enforcing this BANK GUARANTEE to take any action in any courts or arbitral proceedings against the selected Solar Power Generator, to make any claim against or any demand on the selected Solar Power Generator or to give any notice to the selected Solar Power Generator to enforce any security held by UPNEDA to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Generator.
12. The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to UPNEDA and may be assigned, in whole or in part, (whether absolutely or by way of security) by UPNEDA to any entity to whom UPNEDA is entitled to assign its rights and obligations under the PPA.

Notwithstanding anything contained hereinabove, our/my liability under this Guarantee is restricted to INR (Indian Rupees Only) and it shall remain in force until..... We/I are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if UPNEDA serves upon us a written claim or demand.

Signature:

Name:

Power of Attorney No.:

For..... *[Insert Name and Address of the Bank]*

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this.....day of.....,20

Witness:

1. Signature

Name and Address

2. Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed

Format 5.4 POWER OF ATTORNEY

Format for Power of Attorney to be provided by each of the other members of the Consortium in favour of the Lead Member

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

KNOW ALL MEN BY THESE PRESENTS THAT M/s.....having its registered office at,and M/shaving its registered office at..... , (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named (insert name of the Consortium) (hereinafter called the ‘Consortium’) vide Consortium Agreement dated..... and having agreed to appoint M/sas the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws ofand having its Registered /Head Office atas our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the Bid and if required, submission of Bid against RfS (in the event selected as the qualified Bidder). We also authorize the said Lead Member to undertake the following acts

- i) To submit Bid on behalf of Consortium Members.
- ii) To do any other act or submit any information and document related to the above Bid.

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves execution of PPA.

We as the Member of the Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s..... , as the Member of the Consortium have executed these presents on this..... day of under the

Common Seal of our company.

For and on behalf of Consortium Member

M/s.....

[Signature, Name and Designation Person Authorized by the board as per Clause 2.22.1 iv (b)]
(Name Designation Place: Date :)

Accepted

(Signature, Name, Designation and Address of the person authorised by the board of the Lead Member as per Clause 2.22.1 iv (a))

Attested

(Signature of the executant)

(Signature & stamp of Notary of the place of execution)

Place:

Date:

Format 5.5 FORMAT FOR BOARD RESOLUTIONS

The Board, after discussion, at the duly convened Meeting on [Insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 or Companies Act 2013, as applicable, passed the following Resolution:

- 1. **RESOLVED THAT** Mr/ Ms.....be and is hereby authorized to do on our/my behalf, all such acts, deeds and things necessary in connection with or incidental to our/my response to RfS No for Selection of Solar Power Generator (SPG) for setting up of Decentralized Ground Mounted Grid Connected Solar Power Plants of 0.5 MW /1 MW/ 1.5 MW / 2 MW (AC) aggregating to total 98 MW capacity on farm land in vicinity of 33/11kV Substations in Uttar Pradesh under Pradhan Mantri Kisan Urja Suraksha evem Utthan Mahabhiyan (PM KUSUM) Scheme including signing and submission of all documents and providing information/ response to RfS to Uttar Pradesh New and Renewable Energy Development Agency (UPNEDA), representing us in all matters before UPNEDA, and generally dealing with UPNEDA in all matters in connection with our/my bid for the said Project. *(To be provided by the Bidding Company)*
- 2. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. *(To be provided by the Bidding Company)*
- 3. **NOT USED**

Certified True Copy

.....(Signature, Name and Stamp of Company Secretary) Notes:

- 1) This certified true copy should be submitted on the letter head of the Company, signed by the Company Secretary/Director.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

Format 5.6 FORMAT FOR FINANCIAL REQUIREMENT

(This should be submitted on the Letter Head of the Bidding Company)

Ref. No.....Date:

From..... (Insert name and address of Bidder)

Tel.#:Fax#:

E-mail address#

To

Director,
Uttar Pradesh New & Renewable Energy Development Agency,
Vibhuti Khand, Gomti Nagar, Lucknow

Sub: Response to RfS No. -----for Selection of Solar Power Generator (SPG) for setting up of Decentralized Ground Mounted Grid Connected Solar Power Plants of 0.5 MW /1 MW/ 1.5 MW / 2 MW (AC) aggregating to total 98 MW capacity on farm land in vicinity of 33/11kV Substations in Uttar Pradesh under Pradhan Mantri Kisan Urja Suraksha evem Utthan Mahabhiyan (PM KUSUM) Scheme.

Dear Sir/ Madam,

We submit our Bid for the total capacity of.....MW [Insert total offered capacity in MW;] and the location of the project is [insert location of project] at-----33/11 kV Substation for which we submit details of our Qualification Requirements.

This Net Worth has been calculated in accordance with instructions provided in Clause No.2.13, Section-II, ITB of the RfS as amended.

[Note: Applicable in case of Bidding Company]

We certify that the Bidding Company/Member in a Bidding Consortium [*Strike out if not applicable*] had a minimum Network of Rs.----crore (Rupees ----- Crore) based on unconsolidated audited annual accounts of any of the last three (3) financial years ----[18-19,19-20,20-21] [*Strike out the financial years not applicable*]. This Network has been calculated in accordance with instructions provided in Clause 2.13 Section –II,ITB of the RfS.

For the above calculations, we have considered the Network by Bidding Company and/ or its Parent/ Affiliates for the financial year_____ as per following details:

Name of Company	Relationship with Bidding Company*	Network (Rs. Crore)#	Financial Year
1			
2			
3			
....			
Total Network			

* The column for “Relationship with Bidding Company” is to be filled only in case the financial

capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship as on seven (7) days prior to the Bid Deadline, duly certified by the company secretary/chartered accountant is required to be attached with the format.

The Networth shall be computed and evaluated on the basis of the sum total of the capacities offered by the Bidder.

[Note: Applicable in case of Bidding Consortium]

(To be filled by each Member in a Bidding Consortium separately)

- i. Name of Member:
- ii. Total Networth requirement: Rs _____ crores
- iii. Percentage of equity commitment by the Member ___%
- iv. Networth requirement for the Member***: Rs. _____ crores.

Networth Requirement to be met by Member in Proportion to the Equity Commitment: Rs.-----
Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered Networth by Member in Bidding Consortium and/ or Parent/ Affiliate for financial year _____ as per following details:

Name of Company	Relationship with Member*(Parent/ Affiliate)	Networth**(Rs. Crore)
Company 1		

Total		

* The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship as on seven (7) days prior to the Bid Deadline, duly certified by the company secretary/chartered accountant is required to be attached with the format.

** Networth requirement to be met by a Member shall be in proportion to the equity commitment of the Member for the Project Company, the Networth shall be computed and evaluated on the basis of the sum total of the capacity offered by the Bidder in its Financial Bids.

Yours faithfully

**(Signature & Name of the person Authorised
By the board)
Date:**

**(Signature and Stamp of
Chartered Accountant/ Statutory Auditor)**

Note:

- (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth duly certified by the Chartered Accountant.

- (ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.

Format 5.7 FORMAT FOR DISCLOSURE

(This should be submitted on the Letter Head of the Bidder) DISCLOSURE

Ref.No.

Date:

From: _____ (Insert name and address of Bidder)

Tel.#: Fax#:

E-mail address#

To

Director,

Uttar Pradesh New & Renewable Energy Development Agency,

Vibhuti Khand, Gomti Nagar, Lucknow)

Sub: Response to RfS No. -----for Selection of Solar Power Generator (SPG) for setting up of Decentralized Ground Mounted Grid Connected Solar Power Plants of 0.5 MW /1 MW/ 1.5 MW / 2 MW (AC) aggregating to total 98 MW capacity on farm land in vicinity of 33/11kV Substations in Uttar Pradesh under Pradhan Mantri Kisan Urja Suraksha evem Utthan Mahabhiyan (PM KUSUM) Scheme.

Dear Sir/ Madam,

We/I hereby declare and confirm that only We/I are participating in the RfS Selection process for the RfS No..... in Uttar Pradesh and that our/my Parent, Affiliate or Ultimate Parent or any Group Company with which We/I have direct or indirect relationship are not separately participating in this selection process.

We/I further declare that the above statement is true & correct. We/I are aware that if at any stage it is found to be incorrect, our/my response to RfS will be rejected and if LOA has been issued or PPA has been signed, the same will be cancelled and the bank guarantees will be encashed and recoveries will be effected for the payments done.

Dated the.....day of..... 20....

Thanking you,

We/I remain, Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney / Board Resolution/ Declaration.

Format 5.8 FORMAT FOR TECHNICAL CRITERIA

(This should be submitted on the Letter Head of the Bidder)

(To be Submitted Separately for each Project)

Ref. No.....Date:

From(Insert name and address of Bidder)

.....

.....

Tel.#:

Fax#:

E-mail address#

To

Director,
Uttar Pradesh New & Renewable Energy Development Agency,
Vibhuti Khand, Gomti Nagar, Lucknow)

Sub: Response to RfS No.----- --.for Selection of Solar Power Generator (SPG) for setting up of Decentralized Ground Mounted Grid Connected Solar Power Plants of 0.5 MW /1 MW/ 1.5 MW / 2 MW (AC) aggregating to total 98 MW capacity on farm land in vicinity of 33/11kV Substations in Uttar Pradesh under Pradhan Mantri Kisan Urja Suraksha evem Utthan Mahabhiyan (PM KUSUM) Scheme.

Dear Sir/ Madam,

We/I hereby undertake to certify in line with **Clause No. 2.28, Section-II, ITB** under the title “Financial Closure” that the following details shall be furnished within **6 months** from Effective Date of LOA.

1.0 Evidence of achieving complete-tie-up of the Project Cost through internal accruals or through a Financing Agency,

Dated the.....day of....., 20....

Thanking you,

We/I remain, Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/Declaration.

Format 5.9: Consortium Agreement

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution, duly signed on each page.)

FORM OF CONSORTIUM AGREEMENT BETWEEN
M/S....., M/S,

M/S..... AND M/S.....
FOR (.....)
AS PER CLAUSE 2.13

THIS Consortium Agreement (hereinafter referred to as “Agreement”) executed on this..... day ofTwo thousand..... between M/s..... a company incorporated under the laws of and having its Registered Office at (Hereinafter called the "Party 1", which expression shall include its successors, executors and permitted assigns), M/s..... a company incorporated under the laws ofand having its Registered Office at.....(Hereinafter called the "Party 2", which expression shall include its successors, executors and permitted assigns) and M/s..... a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party n", which expression shall include its successors, executors and permitted assigns) (The Bidding Consortium should list the name, address of its registered office and other details of all the Consortium Members) for the purpose of submitting the Bid in response to the RfS and in the event of selection as Successful Bidder to comply with the requirements as specified in the RfS and ensure execution of the RfS Documents as may be required to be entered into with UPNEDA.

Party 1, Party 2, and Party n are hereinafter collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS DISCOM’s desired to procure power from Grid Connect Solar PV Power Projects through competitive bidding process under PM KUSUM Yojna.

WHEREAS, UPNEDA had invited Bids, vide RfS dated [Insert date] issued to..... [Insert the name of purchaser of RfS]

AND WHEREAS Clause 2.11.2 of the RfS stipulates that the Bidders qualifying on the strength of a Bidding Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the RfS, whereby the Consortium Members undertake to be liable for their respective equity investment commitment for the formation of a Project Company and undertake to submit the Performance Bank Guarantee as required as per the provisions of the RfS, as specified herein.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the parties in this Consortium do hereby mutually agree as follows:

1. In consideration of the selection of the Consortium as the Successful Bidder by UPNEDA,

we the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s..... (Insert name of the Lead Member), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of..... (The names of all the other Members of the Consortium to be filled in here).

2. The Lead Member is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members.
3. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective equity obligations. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
4. *(Insert as applicable)* The Consortium shall be responsible to incorporate a Project Company as a legal entity as per the provisions of the RfS, within Thirty (30) days of issue of LOA provided such a Project Company has not been incorporated by the Bidder prior to the submission of the Bid.

OR

The Consortium has incorporated a Project Company by the name..... (Insert name of the Project Company) to undertake the responsibilities and obligations for supply of power as per the provisions of the RfS Documents.

The percentage of equity holding of each Member of the Consortium in the Project Company shall be/is as follows:

Name	Percentage of equity holding in the Project Company
Party 1	
Party 2	
.....	
Party n	
Total	100%

(Note: The percentage equity holding for any Consortium Member in the Project cannot be Zero in the above table.)

5. In case of any breach of any of the equity investment commitment as specified under clause 4 above by any of the Consortium Members for the formation of the Project Company, the Lead Member shall be liable to meet the equity obligation.
6. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
7. It is further specifically agreed that the financial liability for equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.

8. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Lucknow alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
9. It is hereby agreed that the Lead Member shall furnish the Bid Security, as stipulated in the RfS, on behalf of the Consortium.
10. It is hereby agreed that in case of selection of Bidding Consortium as the Successful Bidder, the Parties to this Consortium Agreement do hereby agree that they shall furnish the Performance Bank Guarantee on behalf of the Seller in favour of the Procurer(s), as stipulated in the RfS and PPA. The Lead Member shall be responsible for ensuring the submission of the PBG on behalf of all the Consortium Members.
11. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Successful Bidder, shall remain valid over the term of the PPA, unless expressly agreed to the contrary by the Procurer(s).
12. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RfS for the purposes of the Bid.
13. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Annexure-I forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the supply of power envisaged in the RfS Documents.
14. It is clearly agreed that the Lead Member shall ensure performance under the agreements and if one or more Consortium Members fail to perform its /their respective obligations under the agreement(s), the same shall be deemed to be a default by all the Consortium Members.
15. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of the Procurer(s).

This Consortium Agreement

- (a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party,
- (b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof;
- (c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of Procurer(s):

IN WITNESS WHEREOF, the Parties to the Consortium Agreement have, through their authorized representatives, executed these presents and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

Common Seal of.....has been affixed
in my/our presence pursuant to the Board of
Director's resolution dated.....

.....
(Signature)

Name:

Designation:

For and on behalf of Consortium Member
(party 1) M/s.....

.....
(Signature of authorized representative)

Name:

Designation:

Place:

Date:

Witness¹:

1.

.....
(Signature)

Name

Designation.....

¹ Separate witness for each Consortium Member should fill in the details.

¹ Separate witness for each Consortium Member should fill in the details.

SECTION-6

Annexure A

Solar PV Projects

Technical Parameter of PV Module and various other components for use in Grid Connected Solar Power Plants

All components of the PV plant shall be in accordance with technical specifications given in relevant IS/ IEC Standards. The design and commissioning also shall be as per latest IS/ IEC standards. The following are some of the technical measures required to ensure quality of the major components used in grid connected solar power Projects.

1. PV Module Qualification

- 1.1 The PV modules used in the grid connected solar PV power projects must qualify to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards.
- | | |
|----------------------------------------|-----------|
| Crystalline Silicon Solar Cell Modules | IEC 61215 |
| Thin Film Modules | IEC 61646 |
| Concentrator PV modules | IEC 62108 |
- 2.1 In addition, PV modules must qualify to IEC 61730 for safety qualification testing at 1000V DC or higher. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.

2. Power Conditioners/ Inverters

The Power Conditioners/ Inverters of the SPV power plants must conform to the latest edition of IEC/ equivalent Standards as specified below:

Efficiency Measurements: IEC61683

Environmental Testing: IEC 60068 -2/IEC 62093

EM Compatibility (EMC): IEC 61000-6-2, IEC 61000-6-4 & other relevant parts of IEC 61000

Electrical safety: IEC 62103/IEC 62109-1&2

Anti-Islanding Protection: IEEE 1547/IEC 62116/UL 1741 or equivalent BIS Standards

As per the Solar Photovoltaics, Systems, Devices and Components Goods (Requirements for Compulsory Registration) Order, 2017, PV Modules and Inverters used in the grid connected solar power Projects shall conform to the Standards Specified as per below and bear the Standard Mark as notified by the Bureau of Indian Standards. Further all Solar PV modules and Solar cells used in the projects will be from the Models and manufacturers included in the ALMM (Approved List of Models & Manufacturers) issued by MNRE

Annexure B- Technical Specification

Sl. No)	Product	Indian Standard Number	Title of Indian Standard)
1	Crystalline Silicon Terrestrial Photovoltaic (PV) Modules (Si wafer based)	IS 14286	Crystalline Silicon Terrestrial Photovoltaic (PV) modules - Design Qualification and Type Approval
2	Thin-Film Terrestrial Photovoltaic (PV) Modules (a-Si, CIGS and CdTe)	IS 16077	Thin-Film Terrestrial Photovoltaic (PV) Modules - Design Qualification and Type Approval
3	PV Module (Si wafer and Thin film)	IS/IEC 61730 (Part 1) IS/IEC 61730 (Part 2)	Photovoltaic (PV) Module Safety Qualification Part 1 Requirements for Construction Photovoltaic (PV) Module Safety Qualification Part 2 Requirements for Testing
4	Power converters for use in photovoltaic power system	IS 16221 (Part 1) IS 16221 (Part 2)	Safety of Power Converters for use in Photovoltaic Power Systems Part 1- General Requirements Safety of Power Converters for Use in Photovoltaic Power Systems Part 2- Particular Requirements for Inverters
5	Utility –Interconnected Photovoltaic inverters	IS 16169	Test Procedure of Islanding Prevention Measures for Utility Interconnected Photovoltaic Inverters
6	Storage battery	IS 16270	Secondary Cells and Batteries for Solar Photovoltaic Application General Requirements and Methods of Test

2 Other Sub-systems/ Components:

Other subsystems/components used in the SPV power plants (Cables, Connectors, Junction Boxes, Surge Protection Devices, etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the BS EN 50618:2014/2pfg 1169/08.2007 for service life expectancy of 25 years.

3 Authorized Test Centers

The PV modules/Power Conditioners deployed in the power plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centers in India. In case of module types like Thin Film and CPV / equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member Labs abroad will be acceptable.

4 Warranty

PV modules used in grid solar power plants must be warranted for output wattage, which should not be less than 90% (ninety per cent) at the end of 10 (ten) years and 80% (eighty per cent) at the end of 25 (twenty-five) years.

5 Identification and Traceability

Each PV module used in any solar power project must use a RF identification tag. The following Information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions.)

5.30.1.1.1.1 Name of the manufacturer of PV Module

5.30.1.1.1.2 Name of the Manufacturer of Solar cells

5.30.1.1.1.3 Month and year of the manufacture(separately for solar cells and module)

5.30.1.1.1.4 Country of origin (separately for solar cells and module)

5.30.1.1.1.5 I-V curve for the module at Standard Test Condition (1000 W/m², AM 1.5, 250C)

5.30.1.1.1.6 Wattage, Im, Vm and FF for the module

5.30.1.1.1.7 Unique Serial No and Model No of the module

5.30.1.1.1.8 Date and year of obtaining IEC PV module qualification certificate

5.30.1.1.1.9 Name of the test lab issuing IEC certificate

5.30.1.1.1.10 Other relevant information on traceability of solar cells and module as per ISO9000

Site owners would be required to maintain accessibility to the list of Module IDs along with the above parametric data for each module.

6 Performance Monitoring:

All grid solar PV power projects must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to Procurer and UPNEDA or any other designated agency on line and/or through a report on regular basis every month for the entire duration of PPA. In this regard they shall mandatorily also grant access to Procurer and UPNEDA or any other designated agency to the remote monitoring portal of the power plants on a 24X7 basis.

Land Lease Agreement

This **AGREEMENT OF LEASE** entered into on this..... day of.....at.....

BETWEEN:

(hereinafter referred to as the “LESSOR/OWNER”, which expression shall, wherever the context so requires or admits, SHALL mean and include his legal heirs, executors, administrators and assignees);

AND:

.....(Name of Solar Power Generator (SPG))

Represented by(hereinafter referred to as the “LESSEE, which expression shall, wherever the context so requires or admits, SHALL mean and include its executors, administrators and assignees successors in interest).

I. WHEREAS the Lessor is the owner in possession of the Barren/ Agricultural land measuring/ Pasturelands/ Marshlands of farmers AcreGata No.....Khatoni No.....Khasra No.....situated at Village/CityTehsilDistrict which is more fully described in the Schedule hereunder and hereinafter referred to as the Schedule property.

II. WHEREAS the (Name of SPG) being a..... (Details of SPG) with an object to plan, develop and operate Solar Energy based Power Plant under MNRE Scheme notified on 8th March 2019.

III. (a) WHEREAS pursuant to the request of the Lessee, the Lessor has agreed to grant the lease, the Lessee has agreed to take on lease from the Lessor the land which is more fully described in Schedule written hereunder and hereinafter referred to as “**THE SCHEDULE PROPERTY**” for setting up of the “Power Plant”.

(b) That pursuant to the request of the Lessee, the Lessor has submitted an application under Section..... of Uttar Pradesh Revenue code-2006 for the conversion of the land and on behalf of the Lessor/owner the..... (Name of SPG) shall presume that the land is deemed to have been converted for non-agricultural purposes.

IV NOW THIS AGREEMENT OF LEASE WITNESSES THAT in consideration of the above and of the mutual covenants of the Parties hereto, the Lessor hereby grants and the Lessee hereby accepts the lease of the Schedule property on the following terms and conditions:

1. PURPOSE OF LEASE:

The grant of lease by the Lessor to the lessee in respect of the Schedule property is for the purpose of developing aPower Plant under MNRE Scheme notified on 8th March 2019.

2. PERIOD OF THE LEASE

The period of this Lease shall be for Twenty-seven (27) years from this day which may be renewed at the option of the Lessee and Lessor for further period, on such mutually agreeable terms as may be agreed at the time of renewal, by both the parties, by executing and registering separate Lease Agreement.

3. RENT

- a) The rent payable by the Lessee to the Lessor for the Schedule Property shall be Rs...../- (Rupees) only per annum per Acre. The portion of the land less than one Acre shall be calculated in terms of Square meter and the rent payable for the same shall be at Rs...../- per Square meter or part thereof, per annum.

OR

The rent payable by the Lessee to the Lessor after Commercial Operation of the power plant shall be Rs..... per unit of total power generated from the power plant installed on the land of Lessor. Till the start of commercial operation of the plant, the rent shall be Rs...../- (Rupees...) only per annum per Acre.

- b) The annual rent shall be paid in twelve equal instalments and each instalment to be paid by 5th day of every month, by crediting the same to the Lessor's Bank Account the details of which may be furnished by the Lessor from time to time.

OR

In case of lease rent on the basis of Rs.....per unit, the monthly lease rent would be calculated on the basis of monthly electricity injected in to the grid from the power plant installed on the land of Lessor.

- c) [on mutual agreement between Lessor and Lessee] The rent hereby reserved shall be paid by enhancing the same at the end of every.....year(s), at% on the rent hereby agreed.
- d) If the Lessee delays the payment of rent by due date of every month, for any reason, the same shall be paid by adding the interest at the rate% for the said delayed period.

4. GENERAL TERMS

- i. In consideration of the rent herein agreed as payable to the Lessor being paid by the Lessee regularly and on complying other terms and conditions and covenants by the Lessee, the Lessee shall peacefully possess and enjoy the **Schedule Property** during the lease period without any interruption by the Lessor.
- ii. The Lessor shall allow the Lessee or its representatives to conduct survey and other related work.
- iii. The Lessor has no objections for the Lessee to establish the.....Power Plant in the Schedule property which is the purpose of the grant of this lease and to that effect the Lessee entering into any agreement/s, deeds with companies, individuals, developers/third party etc. in respect of the Schedule property.
- iv. The Lessor has no objections for the Lessee or its representatives for installation of machineries, equipment's, etc. for generation of power in the Schedule property and all work relating to thereto including but not limited to laying poles, wires, etc.

5. EVENT OF SALE, ACCEPTANCE OF LEASE BY THE NEW OWNER

- (a) In the event of the owners transferring their rights/interest in any manner during the existence of the lease to any other person, the same may be allowed without affecting the rights of the Lessee under the Lease Agreement in any manner and the owners/purchasers/transferees shall inform the Lessee about the acquiring of the right/interest in respect of the leased property and on receipt of such information, the Lessee shall accept such new purchaser's/transferee's ownership of the land and obtain a written confirmation from such new owner/purchaser/transferee to the effect that he will be bound by the terms of the Lease Agreement.
- (b) In the event of the owners transferring their rights/interest to any other person, the same may be informed to the Lessee and the Lessor shall ascertain and obtain all the necessary documents from the transferee to the effect that the transferee will be bound by the terms and conditions of the Lease Agreement for the balance period of the lease or for using the said documents for renewal of the lease for the balance period.
- (c) During the subsistence of the lease, the Lessor shall not carry any activity, in the Schedule property, other than those agreed in this agreement;
- (d) The change in the legal status of the Lessee shall not affect the terms and conditions of this Agreement.
- (e) The original Lease Agreement shall be with the Lessee and the copy of the same will be with the Lessor.

- (f) In the event of any dispute in respect of the land, the Lessee shall deposit the rent in the concerned civil court. In the event of retention of the rent with the Lessee, the Lessee shall be pay the same together with interest thereon at the rate% for such period.
- (g) The Lessee shall not offer or create any charge or encumbrance by offering the same as by way of mortgage, security, etc. in favour/my of any Banks or financial institutions in respect of the loans or advances or any other financial facilities that may be availed by the Lessee.
- (h) The owners shall pay the land tax/revenue in respect of the lands.

6. PAYMENT OF STAMP DUTY AND REGISTRATION CHARGES:

The stamp duty and other registration charges, as applicable for this Agreement of Lease shall be paid by the Lessee.

7. FORCE MAJEURE:

It is also agreed and understood between the parties that in case of any mishap due to fire, earthquake, strike, floods, tempest, war, riot, civil war or civil commotions, mob violence, civil disturbance, act of God or on account of terrorist attack, the Lessor shall not be liable for any loss or damage that may be occasioned to the Lessee/its merchandise.

8. ADDRESSES FOR CORRESPONDENCE, ETC

Any notice and/or communications between the Parties shall be deemed to be sufficient, if delivered by hand under acknowledgement or sent by registered post acknowledgement due to the following address or the address that may be intimated in writing to the Lessee by the Lessor from time to time:

LESSOR'S:

LESSEE'S:

9. LESSOR'S DUTIES, COVENANTS AND OBLIGATIONS

- a) The Lessor hereby covenants with the Lessee that the Lessee paying regularly the rents hereby reserved and performing and observing all the covenants of the Lessee herein contained, shall be entitled, during the subsistence of this lease to enjoy the Schedule property without let, hindrance or interference from the Lessor or any other person/s claiming through or under him; Still, in the event of the Lessee restrained from enjoying the peaceful possession of the Schedule property or on account of any action by the Government during the period of lease and in the event of dispossession

of the Lessee from the Schedule property or any portion thereof forcibly, due to any default of the Lessor, the Lessor shall make good the reasonable loss that may be suffered by the Lessee.

- b) The Lessor shall offer necessary support and co-operation to the Lessee in its process to obtain required permission/s, approval/s, clearances, etc., from any Statutory Authority or other Local Bodies for the purpose of obtaining and license, permissions, etc., for installation of power plant. However, obtaining such permission/s, approval/s, clearances, etc., shall be the sole responsibility of Lessee.

10. LESSEE'S COVENANT AND OBLIGATIONS The Lessee hereby covenants with the Lessor as under:

- (a) The Schedule property shall be utilized for the purpose referred to in Clause (1) above;
- (b) The Lessee shall pay the rents (as per Clause (3)) regularly and promptly;

11. TERMINATION AND RE-ENTRY

The Lease shall be determinable under all or any of the following circumstances, namely

–

- xiv) by efflux of time;
- xv) in the event of breach by either party of the terms, conditions and covenants hereof;
- iii) if the Scheduled Premises or any part thereof is severely damaged or destroyed due to any unforeseen circumstances or civil commotion, act of God, etc., and these damages be not restored to by the LESSOR within a reasonable time or if the demised premises is acquired compulsorily by any authority;
- iv) After the expiry of lease period, the Lessee shall handover the land to the Lessor as it was existed previously at the time of this agreement (subject to normal wear and tear).

12. VARIATION:

The Lessor and the Lessee hereto acknowledge that this agreement supersedes all prior communications between them including all oral or written proposals. Any variation, addition and modifications of this agreement between the parties shall be valid only if in writing by the Lessor and Lessees authorized representative.

13. ARBITRATION:

- a) Any disputes or differences arising between the Parties hereto as to the effect, interpretation or application any of the clauses of this LEASE AGREEMENT or as to their rights, duties or liabilities thereunder, or as to any act, matter or thing arising out of, or consequent to, or in

connection with this LEASE AGREEMENT shall be referred to and resolved by Arbitration by referring the same for arbitration to any retired District Judge and shall be resolved finally at his arbitration under Arbitration and Conciliation Act 1996 and its Amendments or any other Enactment. The Arbitration proceedings shall be held at and shall be in English/ Language.

b) This LEASE AGREEMENT shall be governed by the laws of India. The Courts atalone shall have the jurisdiction to entertain and or try any dispute arising out of or in connection with or in relation to the terms of this LEASE AGREEMENT. IN WITNESS WHEREOF the parties hereto have executed these presents in the presence of the witnesses attesting hereunder on the day, month and year mentioned hereinabove.

LESSOR

LESSEE

WITNESSES:

1.

2.

Seal of Company

Name of Seller:

Date:

Signature:

(To be signed with DISCOM)

MODEL POWER PURCHASE AGREEMENT

FOR

SUPPLY OF..... MW POWER ON LONG TERM BASIS

Between

[Name of Solar Power Generator]

And

[Name of Distribution Company]

[month and year]

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This Power Purchase Agreement is made on the ___ day of ___ of ___ at

Between

_____ [name of the Solar Power Generator], _____, [details of Solar Power Generator] (hereinafter referred to as “**Solar Power Generator or SPG**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the **First Part**;

And

_____ [Distribution Company], a company incorporated under the Companies Act 1956, having its registered office at _____ (hereinafter referred to as “DISCOM”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assignees) as a Party of the Second Part;

The Solar Power Generator and DISCOM are individually referred to as ‘Party’ and collectively referred to as ‘Parties’. **WHEREAS:**

- a) The Ministry of New and Renewable Energy [MNRE] has launched a scheme for farmers on 8th March 2019 and issued implementation guidelines on 22/7/2019.
- b) The MNRE has accorded a sanction and allotted a capacity of _75 MW to U.P. State for under the said scheme of 8th March 2019.

UP New and Renewable Energy Development Agency (UPNEDA) on behalf of DISCOM had initiated a selection process for procurement of _98_MW of the power generated from the Grid connected Solar Power Project on the terms and conditions contained in the RfS No.02/UPNEDA-KUSUM/GRID CONNECT/RfS/2022 dated 10/5/2022

- c) The Solar Power Generator has been selected in the Process for development, generation and supply of electricity from the_MW Solar Power Project to be established by Solar Power Generator at _____ [location of proposed power plant] and electricity generated to be fed to the _____ [Name and location of 33/11 kV substation];
- d) UPNEDA has issued the Letter of Award No..... dated in favour of the Solar Power Generator for development and establishment of theMW _____ Power Project as per the terms and conditions contained in the RfS.

- e) The Solar Power Generator has furnished the Performance Bank Guarantee in the sum of Rs.....in favour of UPNEDA as per the format prescribed by the UPNEDA. M/s-----
--- have formed a project company ----- for implementation and operation of this project. (delete if not required)
- f) The Solar Power Generator has fulfilled the terms and conditions for signing this Power Purchase Agreement as a definitive agreement for establishing the_____Power Project of.....MW at ,for generation and sale of electricity by the Solar Power Generator to DISCOM at-----33/11kV S/S
- g) The Solar Power Generator agreed to sign this Power Purchase Agreement with Procurer who is [-Name of DISCOM] for sale of Solar Photovoltaic Power by the SPG to the Procurer for 25 years as per the terms and conditions of this Agreement.
- h) The Parties hereby agree to execute this Power Purchase Agreement in terms of the RfS and the Letter of Intent in regard to the terms and conditions for establishment of the Solar Power Project at _____ and for generation and supply of electricity by the Solar Power Generator to DISCOM Name _____

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:

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall have the respective meanings set forth herein:

"Act" or "Electricity Act, 2003"	shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
Affected Parties	means the Procurer or Seller whose performance has been affected by an event of Force Majeure.
Affiliate	Company shall mean a Company that, directly or indirectly, a) controls, or b) is controlled by, or c) is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50 % of the voting shares of such company or right to appoint majority Directors.
"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 UPERC or the Joint 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;
"Billing Period"	Shall be the calendar month ending with the Metering Date. The first Billing Period shall commence from the Commercial Operation Date and end with the Metering Date corresponding to the month in which the Commercial Operation Date occurs.
"Billing Date"	shall be the first Business Day after the Metering Date of each Billing Period.
"Business Day"	shall mean with respect to Seller and Procurer, a day other than Sunday or a statutory holiday, on which the banks remain open for business in Lucknow .
"Capacity Utilisation Factor" or "CUF"	shall have the same meaning as provided in CERC (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; In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery

	Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%$;
"Commercial Operation Date" or "COD"	"Commercial Operation Date" or "COD" shall mean the date on which the Plant is available for commercial operation and such date as specified in a written notice given at least ten days in advance by the Seller to UPNEDA / Procurer(s).
"Change in Law"	shall have the meaning ascribed thereto in Article 12 of this Agreement;
"Competent Court of Law"	shall mean any court or tribunal or any similar judicial or quasi-judicial body in Lucknow that has jurisdiction to adjudicate upon issues relating to this Agreement;
"Consents, Clearances and permits"	shall mean all authorizations, licenses, approvals, registrations, permits, waivers,
"Consultation Period"	shall mean the period of ninety (90) days or such other longer period as the Parties may agree, commencing from the date of issuance of a Seller Preliminary Default Notice or Procurer 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 the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;
"Contracted Capacity"	shall mean -----MW (AC) contracted with Procurer(s) i.e DISCOM for supply by Solar Power Generator to DISCOM at the delivery Point from the ----- Solar Power Project .
"Day"	shall mean a day, if such a day is not a Business Day, the immediately succeeding Business Day;
"Delivery Date"	shall mean the date on which the Seller commences supply of the aggregate Contracted Capacity to the Procurers;
"Delivery Point"	<p>"Delivery Point" shall mean the point at the voltage level of 11kV or above of the 33/11 kV Sub-station. Metering shall be done at this interconnection point where the power is injected into the 33/11 kV Sub-station. For interconnection with grid and metering, the Solar Power Generator (SPG) shall abide by the relevant and applicable regulations, Grid Code notified by the State Commission and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed thereunder by the Appropriate Commission (UPERC) or CEA.</p> <p>All charges and losses related to delivery of power from project up to Delivery Point as notified by the Appropriate Commission shall be borne by the Solar Power Generator</p>
"Dispute"	shall mean any dispute or difference of any kind between the Seller and the Procurer 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 17 of this Agreement;

“Due Date”	Due Date shall mean the 45th day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the DISCOM/UPPCL or, 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 the UPPCL/DISCOM.
“Effective Date”	shall have the meaning ascribed thereto in Article 2 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 thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission;
“Energy Accounts”	shall mean the regional energy accounts/state energy accounts as specified in the Grid Code issued by the appropriate agency for each Month (as per their prescribed methodology), including the revisions and amendments thereof;
“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 date of commercial operation of the Solar PV Project;
"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 Central Commission under Clause (h) of Sub-section (1) of Section 79 of the Electricity Act 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 of Uttar Pradesh and any Ministry, Department, Board, Authority, Agency, Corporation, Commission under the direct or indirect control of Government of India or any of the above state Government(s) or both, any political sub-division of any of them including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India;
“Injection Point”	Is the point located at the appropriate voltage of substation of Discom, the injection point shall also be the Delivery point or the metering point for estimation of energy generation, shall also mean “Point of Connectivity”
“Injected Energy”	Shall mean the kilowatt hours of Electricity actually fed and measured by the energy meters at the Injection Point in a Billing Period and certified in the SLDC / STU / CTU.
“Insurances”	shall mean the insurance cover to be obtained and maintained by the SPG in accordance with Article 8 of this Agreement;
“Installed Capacity”	means the capacity of the Project at the generating terminal(s) and shall be equal to.....MW.
“Interconnection Facilities”	shall mean the facilities on Solar Power Generator 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;
“KV”	means Kilovolts.
“KWH”	means Kilowatt-hour.
“Late Payment Surcharge”	shall have the meaning ascribed thereto in Article 10.3.3 of this Agreement;
"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 Instrumentality pursuant to or under any of them and 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 10.4 of this Agreement;
“Metering Date”	for a Billing Period, means the midnight of the last Day of the calendar month.
“Metering Point”	for purposes of recording of Injected Energy located at Injection Point.
"Month"	shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month .
“MW”	means Megawatts.
“O & M Default”	shall mean any default on the part of the Seller for a continuous period of ninety (90) days to (i) operate and/or (ii) maintain (in accordance with Prudent Utility Practices).
"Party" and "Parties"	shall have the meaning ascribed thereto in the recital to this Agreement;
“Payment Security Mechanism”	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
“Preliminary Default Notice”	shall have the meaning ascribed thereto in Article 13 of this Agreement;
“Project”	shall mean the Solar PV Project as detailed under RfS
"Project Site"	means any and all parcels of real property, rights-of-way, easements and access roads related to the Plant
"Prudent Utility Practices"	means those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturers' operation and maintenance guidelines
“Rebate”	shall have the same meaning as ascribed thereto in Article 10.3.4 of this Agreement;
"Rupees", "Rs."	shall mean Indian rupees, the lawful currency of India;
“Scheduled Commercial Operation Date” or “Scheduled COD”	shall be a date, 18 months at a single location, (Developer to retain condition as per the plant capacity allocated) from the Effective Date, when the Solar PV Project is required to be commissioned as per the terms and conditions of the

	PPA;
"SERC"	shall mean the Electricity Regulatory Commission of any State in India constituted under Section 82 of the Electricity Act, 2003 or its successors, and includes a Joint Commission constituted under Sub-section (1) of Section 83 of the Electricity Act 2003;
"SLDC"	State Load Dispatch Center as Constituted under Section 31 of Electricity Act 2003.
"SLDC Charges"	shall mean the charges levied by any of the relevant SLDCs on the Procurers;
"Solar Power"	shall mean power generated from the Solar PV Project;
"State Transmission Utility" or "STU"	Means State Transmission Utility as notified by the Government of the State for electricity transmission.
"Tariff"	Shall have the same meaning as provided for in Article 9 of this Agreement
"Tariff Payment"	shall mean the payments to be made under Monthly Bills as referred to in Article 10 and the relevant Supplementary Bills;
"Technical Limits"	means the limits and constraints described in RfS, relating to the operations, maintenance and dispatch of the Project.
"Term of Agreement"	shall have the meaning ascribed thereto in Article 2 of this Agreement;
"Termination Notice"	shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement;
"Voltage of Injection"	Means the voltage at which the Electricity generated by the Project is required to be injected to the Discom and shall be----- KV. (To be decided in consultation with Discom)
"Week"	shall mean a calendar week commencing from 00:00 hours of Monday, and ending at 24:00 hours of the following Sunday;

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 annexure(s);
- 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 (100,000);
- 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 referential 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 personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;
- 1.2.7 "Rupee", "Rupees" "Rs." or "₹" 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 only if agreed to between the parties;

- 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;
- 1.2.18 In the event of any inconsistency between this Agreement and GoUP’s Solar Energy Policy 2017 read with RfS document, the later shall prevail upon.

ARTICLE 2: TERM OF AGREEMENT

2.1 Effective Date

2.1.1 This Agreement shall come into effect from _____ and such date shall be referred to as the Effective Date.

2.2 Term of Agreement

2.2.1 Subject to Article 2.3 and 2.4 of this Agreement, this Agreement shall be valid for a term from the Effective Date until the Expiry Date.

2.2.2 The SPG is free to operate their plants beyond the Expiry Date if other conditions like land lease / Right to Use of Land (as applicable), permits, approvals and clearances etc. allow. In such case unless otherwise agreed by the Procurer, procurer shall not be obligated to procure power beyond the Expiry Date.

2.3 Early Termination

2.3.1 This Agreement shall terminate before the Expiry Date if either procurer or SPG terminates the Agreement, pursuant to Article 13 of this Agreement;

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 penalty 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 any expiry or termination of this Agreement.

ARTICLE 3: CONDITIONS SUBSEQUENT

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

- a) The SPG shall have obtained all Consents, Clearances and Permits required for supply of power to the Procurer(s) as per the terms of this Agreement. In case a Project Company is incorporated and the Consents, Clearances and Permits have been obtained in the name of a company other than the Project Company, all such Consents, Clearances and Permits shall have been transferred in the name of such Project Company;
- b) The SPG shall have achieved Financial Closure i.e made Project Financing Arrangements for its Project within 6 (six) months of issuance of LOA and has provided a certificate to UPNEDA from the lead banker to this effect or In case the funds have been arranged from its internal resources if a company a Board Resolution certifying the same shall be submitted by the bidder or in case of individual farmer relevant documents and bank details depicting adequate funds are available ; Failing the aforesaid, liquidated damages will be levied as mentioned in clause 3.2.1 unless the delay is not owing to any action or inaction on the part of the SPG or caused due to a Force Majeure. Extension for the attainment of financial closure may be considered by UPNEDA, on the sole request of SPG, on the payment of penalty as mentioned in 3.2.1. This extension will not have any impact on the Scheduled Commissioning Date. Any penalty paid so, shall be returned to the SPG without any interest on achievement of successful commissioning within the Scheduled Commissioning Date.
- c) The SPG shall have sent a written notice to UPNEDA and Procurers indicating the Installed Capacity for the Power Project expressed in MW
- d) **[To be included if the Seller opts for substitution rights of the Lender(s)]** The seller shall have provided an irrevocable letter to the Lenders duly accepting and acknowledging the rights provided to the Lenders under the terms of this Agreement and all other RfS Documents;
- e) SPG shall have fulfilled the Qualifying requirements according to criteria mentioned in RfS Clause 2.9 for Selection of Solar Power Generator (SPG) for setting up of Decentralized Ground Mounted Grid Connected Solar Power Plants of 0.5 MW /1 MW/ 1.5 MW / 2 MW (AC) under PM KUSUM Yojna and produce the documentary evidence for same.

3.2 The SPG shall have submitted to UPNEDA the relevant documents as stated above, complying with the conditions subsequent, within six months consequence of non-fulfilment of conditions subsequent

3.2.1 In case of failure to submit the documents to UPNEDA within timeframe the provision of RfS as mentioned below shall apply:

In case of delay in achieving above condition, as may be applicable, UPNEDA shall encash Bank Guarantees and shall remove the project from the list of the selected projects, unless the delay is caused due to a Force Majeure as per PPA.

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

3.2.2 In case of inability of the SPG to fulfill any one or more of the conditions specified in Article 3.1 due to any Force Majeure event, the time period for fulfillment of the Conditions Subsequent as mentioned in Article 3.1, shall be extended for the period of such Force Majeure event.

3.2.3 Provided that due to the provisions of this Article 3.2, 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 Performance Bank Guarantee has been submitted by SPG within 30 days of issue of LOA or before the signing of the PPA whichever is earlier for guaranteeing the commencement and continuity of the supply of power up to the Contracted Capacity within the time specified in this Agreement.

3.3.2 If the SPG fails to commence supply of power from the Scheduled Commissioning Date specified in this Agreement, subject to conditions mentioned in Article 4.7, UPNEDA shall have the right to encash the Performance Bank Guarantee without prejudice to the other rights of UPNEDA under this Agreement.

3.4 Return of Performance Bank Guarantee

3.4.1 Subject to Article 3.3, UPNEDA shall return / release the Performance Bank Guarantee immediately after successful commissioning of solar power plant, after taking into account any penalties due to delay in commissioning as per provisions in the PPA after the Commissioning Date.

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

ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT

4.1 SPG's Obligations

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

- i. The SPG shall be solely responsible and make arrangements for Land & associated infrastructure for development of the Project and for Connectivity with the 33/11 kV sub-station for confirming the evacuation of power by the Scheduled Commissioning date or COD, whichever is earlier, and all clearances related thereto;
The SPG shall furnish the necessary documents to establish possession in the name of the Project Developer of the required land/ Lease Agreement;
- ii. Obtaining all Consents, Clearances and Permits as required and maintaining all documents.
- iii. 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.
- iv. the commencement of supply of power up to the Contracted Capacity to procurer no later than the Scheduled Commissioning Date and continuance of the supply of power throughout the term of the Agreement;
- v. Connecting the Power Project switchyard with the Interconnection Facilities at the Delivery Point. The SPG shall make adequate arrangements to connect the Power Project switchyard with the Interconnection Facilities at Interconnection / Metering / Delivery Point.
- vi. Owning the Power Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 15; fulfilling all obligations undertaken by the SPG under this Agreement.
- vii. The SPG shall be responsible to for directly coordinating and dealing with the procurer, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of Power and due compliance with deviation and settlement mechanism and the applicable Grid code/State Regulations.

4.2 Minimum CUF Limits

The SPG should generate minimum energy within the permissible lower limit of CUF declared by the SPG .

4.3 Right to Contracted Capacity & Energy

Procurer/DISCOM, in any Contract Year shall not be obliged to purchase any additional energy from the SPG beyond the contract capacity.

- 4.3.1 In case at any point of time, the peak of capacity reached is higher than the contracted capacity and causes disturbance in the system at the point where power is injected, the SPG will have to forego the excess generation and reduce the output to the contract capacity and shall also have to pay the penalty/charges (if applicable) as per applicable regulations.

4.4 Extensions of Time

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

- a) any procurer Event of Default; or
- b) Force Majeure Events affecting procurer, or
- c) Force Majeure Events affecting the SPG,

the Scheduled Commissioning Date and the Expiry Date shall be deferred, subject to Article 4.4.5, for a reasonable period but not less than 'day for day' basis, to permit the SPG or procurer through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the SPG or procurer, or till such time such Event of Default is rectified by procurer.

4.4.2 In case of extension due to reasons specified in Article 4.4.1(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. In case neither party terminates the agreement under this clause, the agreement shall stand terminated on the expiry of fifteen (15) months of the continuation of the Force majeure event unless the parties mutually agree to extend the agreement for the further period.

4.4.3 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.

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

4.4.5 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 pursuant to Article 4.5.2.

4.4.6 Delay in commissioning of the project beyond the scheduled commissioning date for reasons other than those specified in Article 4.4.1 shall be an event of default on part of the SPG and shall be subject to the consequences specified in the Article 4.5.

4.5 Liquidated Damages not amounting to penalty for delay in Commissioning

- 4.5.1 If the SPG is unable to commission the Project by the Scheduled Commissioning Date other than for the reasons specified in Article 4.4.1, the SPG shall pay to procurer, damages for the delay in such commissioning and making the Contracted Capacity available for dispatch by the Scheduled Commissioning Date as per the following:

Delay beyond the Scheduled Commissioning Date upto (& including) the date as on twelve months from the Date of issue of LOA, The total Performance Bank Guarantee amount shall be encashed on per day basis and proportionate to the balance capacity not commissioned.

- 4.5.2 The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee shall be limited to 14 Months from the Date of issue of LOA. In case, the Commissioning of the Project is delayed beyond 14 Months from the Date of issue of LOA, it shall be considered as an SPG Event of Default and provisions of Article 13 shall apply and the Contracted Capacity shall stand reduced/ amended to the Project Capacity Commissioned within 14 Months of the Date of issue of LOA and the PPA for the balance Capacity will stand terminated and shall be reduced from the project capacity.
- 4.5.3 The SPG further acknowledge that the amount of the liquidated damages fixed is genuine and reasonable pre-estimate of the damages that may be suffered by procurer.

4.6 Acceptance/Performance Test

- 4.6.1 Prior to synchronization of the Power Project, the SPG shall be required to get the Project certified for the requisite acceptance/performance test as may be laid down by respective authorities.

4.7 Grid Connectivity

- viii) Solar Power Plant of capacity of 0.5MW to 2 MW set up will be connected to 33/11KV substations through 11 kV line.
- ix) Selected SPG will be responsible for construction of dedicated 11 KV line from Solar Power Plant to sub-station, construction of bay and related switchgear at sub-station where the plant is connected to the grid and metering is done. The DISCOM will facilitate the SPG in getting right of way for laying of 11 kV line.
- x) SPG can get constructed the 11 kV lines through DISCOM by paying the applicable cost and other charges.
- xi) SPG shall be responsible for construction, Operation & maintenance of this dedicated 11 kV line upto the point of connectivity, Such arrangement shall be as per the regulations specified by the Appropriate Commission as amended from time to time.
- xii) In case more than one bidders are awarded Solar Power Plants to be connected to same Sub-station, they shall be permitted to jointly establish a common transmission line to feed the substation with the prior approval of DISCOM.

- xiii) Solar Power Generator shall have to deposit the applicable connectivity charges to the DISCOMs.
- xiv) The SPG shall comply with the Grid code and grid connectivity and other related regulations as applicable in State of Uttar Pradesh.

4.8 Breach of Obligations

4.8.1 The Parties herein agree that during the subsistence of this Agreement, subject to procurer being in compliance of its obligations & undertakings under this Agreement, the SPG would have no right to negotiate or enter into any dialogue with any third party for the sale of Contracted Capacity of power which is the subject matter of this Agreement. It is the specific understanding between the Parties that such bar will apply throughout the entire term of this Agreement.

4.9 Generation compensation for Off-take constraints

4.9.1 Generation Compensation in offtake constraints due to Grid Unavailability: During the operation of the plant, there can be some periods where the Project can generate power but due to temporary transmission unavailability, the power is not evacuated, for reasons not attributable to the SPG. In such cases, subject to the submission of documentary evidences from the competent authority, the generation compensation shall be restricted to the following and there shall be no other claim, directly or indirectly against procurer:

Duration of Grid unavailability	Provision for Generation Compensation
Grid unavailability in a contract year as defined in the PPA: (only period from 8 am to 6 pm to be counted):	<p><i>Generation Loss = [(Average Generation per hour during the Contract Year) × (number of hours of grid unavailability during the Contract Year)]</i></p> <p>Where, Average Generation per hour during the Contract Year (kWh) = Total generation in the Contract Year (kWh) ÷ Total hours of generation in the Contract Year.</p>

The excess generation by the SPG equal to this generation loss shall be procured by procurer at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.

4.9.2 Offtake constraints due to Backdown: “Must Run” Status will be provided to Solar Power Projects. The SPG and procurer shall follow the forecasting and scheduling process as per the regulations in this regard by the UPERC. In the eventuality of backdown, subject to the submission of documentary evidences from the competent authority, the SPG shall be eligible for a minimum generation compensation, from procurer, restricted to the following and there shall be no other claim, directly or indirectly against procurer:

Duration of Backdown	Provision for Generation Compensation
Hours of Backdown during a monthly billing cycle.	<p data-bbox="711 344 1362 495"><i>Minimum Generation Compensation = 50% of [(Average Generation per hour during the month) X (number of backdown hours during the month)] X PPA tariff</i></p> <p data-bbox="711 546 1342 656">Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month</p>

The SPG shall not be eligible for any compensation in case the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions. The Generation Compensation shall be paid as part of the energy bill for the successive month after JMR.

4.10 Third Party Verification

The SPG shall be 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 DISCOM and a third Party nominated by any Indian Governmental Instrumentality for inspection and verification of the works being carried out by the SPG at the site of the Power Project.

4.10.2 The third party may verify the construction works/operation of the Power Project being carried out by the SPG 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 SPG or require the works to be stopped or to comply with the instructions of such third party.

ARTICLE 5: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION

5.1 Synchronization, Commissioning and Commercial Operation

- 5.1.1 The SPG shall give the procurer at least thirty (30) days' advanced preliminary written notice and at least fifteen (15) days' advanced final written notice, of the date on which it intends to synchronize the Power Project to the Grid System.
- 5.1.2 Subject to Article 5.1.1, the Power Project may be synchronized by the SPG 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 and all necessary arrangements/ equipment including RTU for scheduling of power generated from the Project and transmission of data to the concerned authority as per applicable regulation shall be installed by the SPG at its generation facility of the Power Project at its own cost. The SPG shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted by the head of the concerned substation/ and checking/verification is made by the concerned authorities of the procurer.
- 5.1.4 The SPG shall immediately after each synchronization/tripping of generator, inform the substation of the Grid System to which the Power Project is electrically connected in accordance with applicable Grid Code. In addition, the SPG will inject in-firm power to grid time to time to carry out operational/ functional test prior to commercial operation. For avoidance of doubt, it is clarified that Synchronization / Connectivity of the Project with the grid shall not to be considered as Commissioning of the Project.
- 5.1.5 The SPG shall commission the Project within twelve (12) Months from the Date of issue of LOA. Declaration of COD shall only be done upon the successful visit by the Commissioning Committee.
- 5.1.6 The Parties agree that for the purpose of commencement of the supply of electricity by SPG to procurer, liquidated damages for delay etc., the Scheduled Commissioning Date as defined in this Agreement shall be the relevant date.

ARTICLE 6: DISPATCH AND SCHEDULING

6.1 Dispatch and Scheduling

- 6.1.1 The SPG shall be required to schedule its power as per the applicable regulations of UPERC / UPSLDC or any other competent agency and same being recognized by the UPSLDC or any other competent authority / agency as per applicable regulation/ law / direction and maintain compliance to the applicable Codes/ UP Electricity Grid Code requirements and directions, if any, as specified by concerned UPSLDC from time to time. Any deviation from the Schedule will attract the provisions of applicable regulation/ guidelines/ directions and any financial implication on account of this shall be on the account of the SPG.
- 6.1.2 The SPG shall be responsible for directly coordinating and dealing with the procurer, State Load Dispatch Centers, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of Power and due compliance with deviation and settlement mechanism and the applicable UP Electricity Grid code Regulations.
- 6.1.3 The SPG shall be responsible for any deviation from scheduling and for any resultant liabilities on account of charges for deviation as per applicable regulations. UI charges on this account shall be directly paid by the SPG.
- 6.1.4 Auxiliary power consumption will be treated as per the concerned state regulation

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 SPG and procurer 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 SPG shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at SPG's side of Delivery Point.
- 7.1.3 In addition to ensuring compliance of the applicable codes, the SPG shall install Main & Check meters at the Delivery Point, along with Stand-by meter(s) as per the applicable regulations of the State where the Project is located.

7.2 Reporting of Metered Data and Parameters

- 7.2.1 The grid connected solar power plants will install necessary equipment for regular monitoring of required data and simultaneously for monitoring of the electric power generated from the Project.
- 7.2.2 Online arrangement would have to be made by the SPG for submission of above data regularly for the entire period of this Power Purchase Agreement to the procurer, the MNRE and concerned agency (UPNEDA) as per applicable regulation / directions.
- 7.2.3 Reports on above parameters on monthly basis (or as required by regulation/ guidelines) shall be submitted by the SPG to UPNEDA/Procurer /Ministry of New and Renewable Energy/National Institute of Solar Energy through procurer for entire period of PPA.

ARTICLE 8: INSURANCES

8.1 Insurance

- 8.1.1 The SPG 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 to keep the Project in good condition and shall take Industrial All Risk insurance policy covering risks against any loss or damage, 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 the applicable laws.

8.2 Application of Insurance Proceeds

- 8.2.1 In case of the Project not being implemented through Financing Agreement(s), 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.
- 8.2.2 In case of the Project being financed through Financing Agreement(s), 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 applied as per such Financing Agreements.
- 8.2.3 If a Force Majeure Event renders the Power Project no longer economically and technically viable and the insurers under the Insurances make payment on a "total loss" or equivalent basis, procurer shall have claim on such proceeds of such Insurance limited to outstanding dues of procurer against SPG.

8.3 Effect on liability of Procurer

- 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 SPG can claim compensation, under any Insurance shall not be charged to or payable by procurer. It is for the SPG to ensure that appropriate insurance coverage is taken for payment by the insurer for the entire loss and there is no under insurance or short adjustment etc.

ARTICLE 9: APPLICABLE TARIFF

9.1 The SPG shall be entitled to receive the Tariff of Rs. / kWh, fixed for the entire term of this Agreement, with effect from the COD, for the power sold to the procurer as reflected in the Energy Accounts.

ARTICLE 10: BILLING AND PAYMENT

10.1 General

- 10.1.1 From the commencement of supply of power by the Seller, the Procurers shall pay to the Seller the monthly Tariff Payments, on or before the Due Date, in accordance with Tariff as specified in this Article 9 and Schedule 10. All Tariff Payments by the Procurers shall be in Indian Rupees.

10.2 Delivery and Content of Monthly Bills

- 10.2.1 The Seller shall issue to each Procurer a signed Monthly Bill for the immediately preceding Month not later than four (4) days of the next Month. In case the Monthly Bill for the immediately preceding Month issued after four (4) days of the next Month, the Due Date for payment of such Monthly Bill shall be thirty (30) days from such date

Provided that:

- a. if the date of commencement of supply of power falls during the period between the first (1st) day and up to and including the fifteenth (15th) day of a Month, the first Monthly Bill shall be issued for the period until the last day of such Month, or
- b. if, the date of commencement of supply of power falls after the fifteenth (15th) day of a Month, the first Monthly Bill shall be issued for the period commencing from the Delivery Date until the last day of the immediately following Month

Provided further that if a Monthly Bill is received on or before the second (2nd) day of a Month, it shall be deemed to have been received on the second (2nd) Business Day of such Month.

- 10.2.2 The Monthly Bill prepared as detailed in Schedule 5 of the PPA, shall include the following;
1. Provisional Bill for Solar PV power supplied in the immediately preceding Month;
 - (b) Adjustments against the Provisional Bill(s) based on Energy Accounts for the Solar PV power supplied in the Month(s) preceding to the previous month(s);
 - (c) Any other adjustments to cover changes in open access related charges and any other prior-period adjustments;
 - 2 Late Payment Surcharge, if any; and
 - 3 Taxes, Duties, Levies etc. as applicable.

10.3 Payment of Monthly Bills

- 10.3.1 The Procurers shall pay the amount payable under the Monthly Bill on the Due Date to such account of the Seller, as shall have been previously notified to the Procurers in accordance with Article 10.3.2 below.
- 10.3.2 The Seller shall open a bank account at Lucknow, Uttar Pradesh ("Seller's Designated Account") for all

Tariff Payments be made by the Procurers to the Seller, and notify the Procurers of the details of such account at least ninety (90) Days before the dispatch of the first Monthly Bill. The Procurers shall also designate a bank account at Lucknow /Greater Noida (the "Procurer's Designated Account") for payments to be made by the Seller to the Procurers, if any, and notify the Seller of the details of such account ninety (90) days before the dispatch of the first Monthly Bill. The Seller and the Procurers shall instruct their respective bankers to make all payments under this Agreement to the Procurers' Designated Account or the Seller's Designated Account, as the case may be, and shall notify either Party of such instructions on the same day.

10.3.3 Late Payment Surcharge

In the event of delay in payment of a Monthly Bill by the Procurers sixty (60) days beyond its due date, a Late Payment Surcharge shall be payable by the Procurers to the Seller at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis. The Late Payment Surcharge shall be claimed by the Seller through the next Monthly Bill.

10.3.4 Rebate

For payment of any Bill within due date, the following Rebate shall be paid by the Seller to the Procurers in the following manner.

- a) A Rebate of 2% shall be payable to the Procurer for the payments made within a period of 10 (ten) days of the presentation of hard copy of bill along with required supporting documents at Procurer Office.
- b) Any payments made after ten (10) days of the date of presentation of hard copy of the bill along with the required supporting documents at Procurer office up to the Due date shall be allowed a rebate of 1%.
- c) For the above purpose the date of presentation of Bill shall be the next business day of delivery of the physical copy of the Bill
- d) No Rebate shall be payable on the bills raised on account of change in law relating to taxes, duties, cess etc. and on supplementary bill. For the above purpose date of presentation of bill shall be the same day of delivery in hard copy. However, for consideration of rebate, next business day shall be considered.

10.4 Payment Security Mechanism

Letter of Credit (LC):

10.4.1 The Procurers shall provide to the Seller, in respect of payment of its Monthly Bills, an unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), opened and maintained by the Procurers, which may be drawn upon by the Seller in accordance with this Article. The Procurers shall provide to the Seller draft of the Letter of Credit proposed to be provided to the Seller two (2) months before the Scheduled Commissioning Date.

10.4.2 Not later than one (1) month before the start of supply, the Procurers shall through a scheduled bank

at Lucknow open a Letter of Credit in favour of the Seller, to be made operative at least 15 days prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) months and shall be reviewed every year, in the month of January and revised w.e.f. April for an amount equal to:

- i) for the first Contract Year, equal to the estimated average monthly billing;
- ii) for each subsequent Contract Year, equal to the one point one (1.1) times the average of the monthly Tariff Payments of the previous Contract Year.

10.4.3 Provided that the Seller shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill, and shall not make more than one draw in a Month.

10.4.4 Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 10.4.2 due to any reason whatsoever, the Procurers shall restore such shortfall within fifteen days(15)

10.4.5 The Procurers shall cause the scheduled bank issuing the Letter of Credit to intimate the Seller, in writing regarding establishing of such irrevocable Letter of Credit.

10.4.6 The Procurers shall ensure that the Letter of Credit shall be renewed prior to its expiry.

10.4.7 All costs relating to opening, maintenance of the Letter of Credit shall be borne by the Procurers.

10.4.8 If, the Procurers fails to pay a Monthly Bill or part thereof within and including the Due Date, then, subject to Article 10.4.6, the Seller may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from the Procurers, an amount equal to such Monthly Bill or part thereof, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:

- i) a copy of the Monthly Bill which has remained unpaid by the Procurers;
- ii) a certificate from the Seller to the effect that the bill at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date;

10.5 Disputed Bill

10.5.1 if the Procurers does not dispute a Monthly Bill raised by the other Party within fifteen (15) days of receiving such Bill shall be taken as conclusive.

10.5.2 If the Procurers disputes the amount payable under a Monthly Bill or Supplementary Bill, as the case may be it shall pay undisputed amount of the invoice amount and it shall within fifteen (15) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:

- i) the details of the disputed amount;
- ii) its estimate of what the correct amount should be; and

iii) all written material in support of its claim.

10.5.3 If the Seller agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, the Seller shall make appropriate adjustment in the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the Procurers and up to and including the date on which such payment has been received as refund.

10.5.4 If the Seller does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.6.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the disputing Party providing:

i) reasons for its disagreement;

ii) its estimate of what the correct amount should be; and

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

10.5.5 Upon receipt of the Bill Disagreement Notice by the Procurers under Article 10.6.2, authorized representative(s) of the Procurers and the Seller shall meet and make best endeavors to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

10.5.6 If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to Article 10.6.4, the matter shall be referred to Dispute resolution in accordance with Article 17.

10.5.7 For the avoidance of doubt, it is clarified that despite a Dispute regarding an Invoice, the Procurers shall, without prejudice to its right to Dispute, be under an obligation to make payment, of 95% of the Disputed Amount in the Monthly Bill.

10.6 Quarterly and Annual Reconciliation

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

10.6.2 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 Procurers and the Seller shall jointly sign such reconciliation statement. After signing of a reconciliation statement within 15 days, the Seller shall make appropriate adjustments in the following Monthly Bill, with Surcharge/Interest, as applicable. Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 17.

10.7 Payment of Supplementary Bill

10.7.1 Either Party may raise a bill on the other Party ("Supplementary Bill") for payment on account of:

Adjustments required by the Regional Energy Account (if applicable); or Change in Law as provided in Article 12, and such Supplementary Bill shall be paid by the other Party.

10.7.2 Procurers shall remit all amounts due under a Supplementary Bill raised by the SPG to the SPG's Designated Account by the Due Date. Similarly, the SPG shall pay all amounts due under a Supplementary Bill raised by Procurers, if any, by the Due Date to concerned Procurers designated bank account. For such payments by Procurers, Rebate as applicable to Monthly Bills pursuant to Article 10.3.4 shall equally apply.

10.7.3 In the event of delay in payment of a Supplementary Bill by either Party beyond its Due Date, a Late Payment Surcharge shall be payable at the same terms applicable to the Monthly Bill in Article 10.3.3.

ARTICLE 11: FORCE MAJEURE

11.1 Definitions

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

Affected Party

An affected Party means procurer or the SPG whose performance has been affected by an event of Force Majeure.

11.2 Force Majeure

11.2.1 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.

11.3 Force Majeure Exclusions

11.3.1 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.

11.4 Notification of Force Majeure Event

11.4.1 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.

11.4.2 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.

11.4.3 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.

11.5 Duty to Perform and Duty to Mitigate

11.5.1 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.

11.6 Available Relief for a Force Majeure Event

11.6.1 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;
- (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 Event.

ARTICLE 12: CHANGE IN LAW

12.1 Definitions

In this Article 12, the term Change in Law shall refer to the occurrence of any of the following events pertaining to this project only after the last date of the bid submission, including

- (i) the enactment of any new law; or
- (ii) an amendment, modification or repeal of an existing law; or
- (iii) the requirement to obtain a new consent, permit or license; or
- (iv) any modification to the prevailing conditions prescribed for obtaining a consent, permit or license, not owing to any default of the SPG; or
- (v) any change in the rates of any Taxes including any duties and cess or Introduction of any new tax made applicable for setting up the power project and supply of power from the Power project by the SPG Which have a 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 SPG, 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 SPG then, in order to ensure that the SPG 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 SPG/ 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.

In the event of any decrease in the recurring/ nonrecurring expenditure by the SPG or any income to the SPG on account of any of the events as indicated above, SPG 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 SPG failing to comply with the above requirement, in case of any gain to the SPG, procurer shall withhold the monthly tariff payments on immediate basis, until compliance of the above requirement by the SPG.

12.2 Relief for Change in Law

- 12.2.1 The aggrieved Party shall be required to approach the Appropriate Commission for seeking approval of Change in Law.
- 12.2.2 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.

ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION

13.1 SPG Event of Default

13.1.1 The occurrence and continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event, shall constitute a SPG Event of Default:

- (i) the failure to commission the plant within the stipulated time or failure to commence supply of power to Procurers up to the Contracted Capacity, relevant to the Scheduled Commissioning Date, by the end of *'12 months; [Developer to retain condition as per the plant capacity allocated]* ; or

If:

- a) Except to bank the SPG 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 SPG 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 SPG 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 SPG, or (c) the SPG 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 SPG will not be a SPG 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 SPG and expressly assumes all obligations of the SPG under this Agreement and is in a position to perform them; or

- (iii) the SPG repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from Procurers in this regard; or
- (iv) except where due to any Procurers' s failure to comply with its material obligations, the SPG is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the SPG within thirty (30) days of receipt of first notice in this regard given by Procurers.
- (v) Failure to replace the Performance Bank Guarantee, as per the terms of this Agreement; or

- (vi) Occurrence of any other event which is specified in this Agreement to be a material breach/ default of the SPG.

13.2 Procurers 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 SPG of its obligations under this Agreement, shall constitute the Event of Default on the part of defaulting Procurers:

- (i) Procurers fails to pay (with respect to a Monthly Bill or a Supplementary Bill) an amount exceeding fifteen (15%) of the undisputed part of the most recent Monthly/ Supplementary Bill for a period of ninety (90) days after the Due Date and the SPG is unable to recover the amount outstanding to the SPG through the Letter of Credit / Default Escrow Account for the applicable Month; or
- (ii) Procurers repudiates this Agreement and does not rectify such breach even within a period of sixty days(60) from a notice from the SPG in this regard the SPG shall have the right to deliver to Procurers, a SPG Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.
- (iii) Following the issue of a SPG 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. During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.
- (iv) if
- Procurers 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
 - any winding up or bankruptcy or insolvency order is passed against Procurers , or
 - Procurers 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 Procurers Event of Default, where such dissolution or liquidation of Procurers or Procurers 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 Procurers and expressly assumes all obligations of Procurers and is in a position to perform them; or;
- (v) Occurrence of any other event which is specified in this Agreement to be a material breach or default of Procurers.

13.3 Procedure for cases of SPG Event of Default

13.3.1 Upon the occurrence and continuation of any SPG Event of Default under Article 13.1, Procurers shall

have the right to deliver to the SPG a notice stating its intention to terminate this Agreement (Procurers Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

- 13.3.2 Following the issue of Procurers 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 have to be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.
- 13.3.3 During the Consultation Period, the Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations under this Agreement.
- 13.3.4 Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the SPG Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, Procurers may terminate this Agreement by giving a written Termination Notice of thirty (30) days to the SPG.
- 13.3.5 In addition to the levy of damages as aforesaid, the lenders shall be entitled to exercise their rights of substitution, in accordance with the substitution agreement provided in the PPA and in concurrence with the Procurers. However, in the event the lenders are unable to substitute the defaulting Solar Power Generator within the stipulated period, the Procurer may terminate the PPA and acquire the Project assets for an amount equivalent to 90% of the debt due, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets. Provided that any substitution under this Agreement can only be made with the prior consent of DISCOM including the condition that the selectee meets the eligibility requirements of Request for Selection (RfS) issued by DISCOM and accepts the terms and conditions of this Agreement
- 13.3.6 The lenders in concurrence with DISCOM, may seek to exercise right of substitution under Article 13.3.5 by an amendment or novation of the PPA in favour of the SPG. The SPG shall cooperate with DISCOM 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. In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of Rs. 1 Lakh per MW +18% GST per transaction as facilitation fee (non-refundable) shall be deposited by the RPG to DISCOM.

13.4. Procedure for cases of Procurers Event of Default

- 13.4.1 Upon the occurrence and continuation of any Procurers Event of Default specified in Article 13.2 the SPG shall have the right to deliver to Procurers, a SPG 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 SPG 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 Procurers Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, the SPG shall be free to sell the Contracted Capacity to any third party of the SPG's choice.

Provided further that at the end of three (3) months period from the period mentioned in this Article 13.4.4, this Agreement may be terminated by the SPG and at its discretion require the defaulting Procurer to pay to the Solar Power Generator, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the Solar Power Generator.

In the event of termination of PPA, damages or charges payable to the STU/ CTU, for the connectivity of the plant, shall be borne by the Procurer for six months only.

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 4.7.3, either Party shall have the right to cause termination of the Agreement. In such an event, this Agreement shall terminate on the date of such Termination Notice without any further liability to either party from the date of such termination.

ARTICLE 14: LIABILITY AND INDEMNIFICATION

14.1 Indemnity

14.1.1 The SPG shall indemnify, defend and hold procurer harmless against:

- a) any and all third party claims against procurer for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the SPG 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 procurer from third party claims arising by reason of a breach by the SPG of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the SPG, for which specific remedies have been provided for under this Agreement).

14.1.2 procurer shall indemnify, defend and hold the SPG harmless against:

- a) any and all third party claims against the SPG, 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 procurer 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 SPG from third party claims arising by reason of a breach by procurer 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 16.3.2; 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 Indemnified 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 nonpayment of such losses after a valid notice under this Article 14.3, 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 SPG 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 procurer, the SPG or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.4.2 procurer shall have no recourse against any officer, director or shareholder of the SPG or any Affiliate of the SPG or any of its officers, directors or shareholders for such claims excluded under this Article. The SPG shall have no recourse against any officer, director or shareholder of procurer, or any affiliate of procurer or any of its officers, directors or shareholders for such claims excluded under this Article.

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.

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, except to the Project Lenders or Lender's Representative as security for their debt under the Financing Agreements, other than by mutual consent between the Parties to be evidenced in writing. Such assignment shall be agreed to by procurer subject to the compliance of provisions contained in this Agreement and more specifically to the provisions of Article 4.1.1 of this Agreement. In no case, such assignment shall be permissible prior to the declaration of COD.

Provided that, procurer shall permit assignment of any of SPG's rights and obligations under this Agreement in favour of the lenders to the SPG, if required under the Financing Agreements. Provided that, such consent shall not be withheld if procurer seeks to transfer to any transferee all of its rights and obligations under this Agreement.

The enforcement of the rights and obligation between the SPG and the procurer provided in this Agreement shall not be treated as an assignment but an enforcement of the terms agreed 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. An amount of Rs. 1 Lakh per Transaction as Facilitation Fee (nonrefundable) shall be deposited by the SPG to procurer. Provided further that, such consent shall not be withheld by the SPG if procurer seeks to transfer to any affiliate all of its rights and obligations under this Agreement.

In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 1 Lakh per Transaction as Facilitation Fee (non-refundable) shall be deposited by the SPG to procurer.

15.2 Permitted Charges

- 15.2.1 SPG 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 and the Guidelines.

ARTICLE 16: GOVERNING LAW AND DISPUTE RESOLUTION

16.1 Governing Law

- 16.1.1 This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes arising out of or in connection with this Agreement shall be under the jurisdiction of court in Lucknow

16.2 Amicable Settlement and Dispute Resolution

16.2.1 Amicable Settlement

- i. Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement (“Dispute”) by giving a written notice (Dispute Notice) to the other Party, which shall contain:
 - (a) a description of the Dispute;
 - (b) the grounds for such Dispute; and
 - (c) all written material in support of its claim.
- ii. The other Party shall, within thirty (30) days of issue of Dispute Notice issued under Article 16.2.1(i), furnish:
 - (a) counter-claim and defences, if any, regarding the Dispute; and
 - (b) all written material in support of its defences and counter-claim.
- iii. Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 16
 - (i) if the other Party does not furnish any counter claim or defence under Article 16
 - (ii) or thirty (30) days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 16.2.1.
 - (iii) the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

16.3 Dispute Resolution

16.3.1 Dispute Resolution by the Appropriate Commission

- i) Where any Dispute or differences arises in relation to this agreement of any nature whatsoever including the construction, interpretation or implementation of the provisions of this agreement as well as claim made by any Party for any change in or determination of the Tariff or any matter related to Tariff or claims made by any Party which partly or wholly relate to any change in the Tariff or determination of any of such claims could result in change in the Tariff, and relates to any

- matter agreed to be referred to the Appropriate Commission, shall be submitted to adjudication by the Appropriate Commission. Appeal against the decisions of the Appropriate Commission shall be made only as per the provisions of the Electricity Act, 2003, as amended from time to time.
- ii) procurer shall be entitled to co-opt the lenders (if any) as a supporting party in such proceedings before the Appropriate Commission.

16.3.2 Dispute Resolution through Arbitration

- i) If the Dispute arising as per Article 16.2.1 is not amicably resolved & such dispute is not covered in Article 16.3.1(i), such Dispute shall be resolved by arbitration under the provisions of the Electricity Act, 2003 (as amended from time to time) as under: Proceedings as well as appointment of the arbitrator(s) shall be carried out by the Appropriate Commissions under the Electricity Act 2003 as amended from time to time. As stipulated by the said Electricity Act 2003, the said arbitration will take place as per the provisions of the Arbitration and Conciliation Act 1996 as amended from time to time.
- ii) The place of arbitration shall be the _____ (City where head quarter of procurer is located). The language of the arbitration shall be English.
- iii) The Arbitration Tribunal's award shall be substantiated in writing. The Arbitration Tribunal shall also decide on the costs of the arbitration proceedings and the allocation thereof.
- iv) The provisions of this Article shall survive the termination of this PPA for any reason whatsoever.
- v) The award shall be of majority decision.
- vi) procurer shall be entitled to co-opt the lenders (if any) as a supporting party in such arbitration proceedings.

16.4 Parties to Perform Obligations

- 16.4.1 Notwithstanding the existence of any Dispute and difference referred to the Appropriate Commission and save as the Appropriate Commission may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement.

ARTICLE 17: MISCELLANEOUS PROVISIONS

17.1 Amendment

17.1.1 This Agreement may only be amended or supplemented by a written agreement between the Parties.

17.2 Third Party Beneficiaries

17.2.1 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.

17.3 Waiver

17.3.1 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 authorised representative of such Party.

17.3.2 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.

17.4 Confidentiality

17.4.1 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.

17.5 Severability

17.5.1 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.

17.6 Notices

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

17.6.2 If to the SPG, 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:

Address:

Attention:

Email:

Fax. No.:

Telephone No.:

17.6.3 If to procurer, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the address(es) below:

Address:

Attention:

Email:

Fax. No.:

Telephone No.:

17.6.4 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 appropriate Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgement of the recipient, unless the Party delivering the notice can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

17.6.5 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.

17.7 Language

- 17.7.1 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.
- 17.7.2 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.

17.8 Restriction of Shareholders/ Owners' Liability

- 17.8.1 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. Further, the financial liabilities of the shareholder/s of each Party to this Agreement, shall be restricted to the extent provided in the Indian Companies Act, 2013.

17.9 Taxes and Duties

- 17.9.1 The SPG shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the SPG, contractors or their employees that are required to be paid by the SPG as per the Law in relation to the execution of the Agreement and for supplying power as per the terms of this Agreement.
- 17.9.2 procurer shall be indemnified and held harmless by the SPG against any claims that may be made against procurer in relation to the matters set out in Article 17.9.1.
- 17.9.3 procurer shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the SPG by procurer on behalf of SPG.

17.10 Independent Entity

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

17.11 Compliance with Law

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 the Electricity Act, 2003, 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.

17.12 Breach of Obligations

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

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.

For and on behalf of
[Procurer]

For and on behalf of [SPG]

Name, Designation and Address

Name, Designation and Address

Signature with seal

Signature with seal

Witness:

Witness:

1.

1.

2.

2.

Schedule 1: Particulars of the Project

Sr.No.	Item	Description
1.	Project Capacity	----- MW
2.	Solar PV Module Make	-
3.	Solar PV Module Model No.	-
4.	Module Rating in kW	-
5.	Technology used	-
6.	Key accessories	-
7.		-
8.		-
9.		-
10.		-
11.	AC/DC/AC System (Yes/No)	-
12.	Rated voltage (V)	-
13.		-
14.		-
15.		-
16.	Units to be generated per annum (kWh) at projected CUF	-
17.	Auxiliary Consumption (kWh)	-
18.	Reactive Power requirement	-
19.	Type of Utilisation	-
20.	Scheduled Month /Year of Commissioning	12 months
21.	Capacity Utilization Factor (CUF) %	-----%
22.	Type Test Certificate	-
23.	Any Other Documents	-

Seal of Company

Name of Seller:

Date:

Signature:

Schedule 2: Location of Plant

To be filled & duly signed by Seller

Sr. No.	Particulars	Details to be filled up by the Seller
1.	Land purchase date	<i>To be provided separately</i>
2.	Total area of the land in possession	<i>-do-</i>
3.	Name of (a) village (b) Tehsil (c) District Location/Installation	Village- Tehsil- District- State- U.P.
4.	Survey No.	<i>To be provided separately</i>
5	Whether counter-survey of the land is carried out (copy enclosed)	<i>To be provided separately</i>
6.	Power Evacuation system used for transmitting the power generated from the plant to the Delivery Point	<i>To be provided separately in consultation with DISCOM</i>

Seal of Company

Name of Seller:M/s

Date:

Signature:

Schedule 3: Plant Layout

Attach Appropriate Drawings/Documents

To be provided separately)

Schedule 4: Site Drawing

Attach Appropriate Drawings/Documents

(To be provided later)

Schedule 5: Format for Monthly Power Bill

To be prepared as per requirements

Schedule 6: Parameters and Technical Limits of Supply

1. Electrical characteristics

- Three phase alternating current
- Nominal declared frequency : 50.0 Hz
- Final Voltage at Delivery Point: 132/33 kV
(Pooling stations)

Short circuit rating:

As a part of the detailed design process, the Seller shall calculate the short circuit rating (minimum and maximum), and supply this information to the Procurer(s).

Note: The tolerances & Electrical characteristics variations will be as per STU / CTU performance Standards. The electrical clearances will be as per relevant standard.

- Basic insulation level of 132kV 33 KV
- Transformer(s) 550 kVp
- Bushing(s) 650 kVp
- Equipment 650 kVp

2. Quality of Service

The Seller shall be responsible for the delivery of energy conforming Performance Standards for Transmission and Bulk Supply as approved by Procurer(s) / DISCOM /

The maximum current and voltage waveform distortion shall be in accordance with respective STU / CTU, Engineering Recommendations, System Design and Development Committee, Limits for Harmonics in the United Kingdom Electricity Supply System. District -----, State-Uttar Pradesh of India.

Phase voltage unbalance will be limited to one percent (1%).

3. Power Factor

The Generator shall maintain the Power Factor as per the prevailing SERC / CERC regulations and as may be stipulated / specified by DISCOM from time to time. The Seller shall provide suitable protection devices, so that the Electric Generators could be isolated automatically when grid supply fails.

Connectivity criteria like short circuit level (for switchgear), neutral Grounding, fault clearance time, current unbalance (including negative and zero sequence currents), limit of harmonics etc. shall be as per Grid Code

The Project Site is located at Village----- Tehsil- -----

Schedule 7: Technical Limits

1. The nominal steady state electrical characteristics of the system are as follows:
 - a. three phase alternating current at 50 Hertz plus or minus 0.5 Hertz.
 - b. nominal voltage ofwith +.....% to.....% variation.

2. The Project shall be designed and capable of being synchronized and operated within a frequency range of 47.5 to 51.5 Hertz and voltage of..... KV
3. Operation of the Project outside the nominal voltage and frequency specified above will result in reduction of power output consistent with generator capability curves.

Remark:(To be finalised in consultation with DISCOM)

Schedule 8: Approvals

1. Consent from the DISCOM the evacuation scheme for evacuation of the power generated by the---- MW Solar Power Projects.
2. Approval of the Electrical Inspectorate, Government of respective State for commissioning of the transmission line and the ----- MW Solar Power Projects.
3. Certificate of Commissioning of Solar Power Plant at the Project Site.
4. Certificate of Commissioning of Solar Power Project issued by nominated committee/Agency .
5. Permission from all other statutory and non-statutory bodies required for the Project.
6. Clearance from the Airport Authority of India, if required.
7. Clearance from the Department of Forest, Ecology and Environment, if required.

Remark: (To be provided separately)

Schedule 9: Testing Procedures

Seller and Procurer(s) shall evolve suitable testing procedures three (3) months before the Commercial Operation Date of the Project considering relevant standards.

Schedule 10: Copy of the Tariff Quoted by the Seller

(Copy Enclosed)