

DRAFT POWER PURCHASE AGREEMENT (PPA)

BETWEEN

DADRA AND NAGAR HAVELI AND DAMAN AND DIU POWER DISTRIBUTION CORPORATION
LIMITED

AND

This Power Purchase Agreement is made and entered into at Daman on this ____ day of _____ between

Dadra and Nagar Haveli and Daman and Diu Power Distribution Corporation Limited (DNHDDPDCL) is incorporated under Companies Act, 2013 having its registered Office at 1st and 2nd Floor, Vidyut Bhavan, Silvassa-396230 (hereinafter referred to as "DNHDDPDCL" or "Power Procurer", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees) as party of first part.

AND

_____ incorporated under the Companies Act _____ having its Registered office at _____, (hereinafter referred to individually, as "_____" or "Power Producer" or "Successful Bidder", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees) as party of the second part.

AND, WHEREAS DNHDDPDCL vide RfS No. DNHDDPDCL/RE RTC/02/2024 dated 29th May 2024 floated tender for purchase of power through Competitive Bidding Process (followed by e-reverse auction) from _____ MW grid connected Project to be setup and the Power Producer has been declared Successful Bidder pursuant to Letter of Award (LoA) _____ [insert date] for sale of electrical energy, so produced, for commercial purposes from such Project to DNHDDPDCL including fulfillment of DNHDDPDCL's Renewable Purchase Obligation. The terms of RFS RfS No. DNHDDPDCL/RE RTC/02/2024 dated 29th May 2024 are an integral part of this PPA.

AND, WHEREAS, DNHDDPDCL shall be filing a petition under section 63 of The Electricity Act, 2003 before the Hon'ble Joint Electricity Regulatory Commission (JERC) for adoption of tariff discovered through the Competitive Bidding Process (followed by Reverse Auction) conducted by DNHDDPDCL through RfS No. DNHDDPDCL/RE RTC/02/2024 dated 29th May 2024 and Addendums thereto, if any. Therefore, this Power Purchase Agreement shall be subject to the adoption of tariff by the Hon'ble JERC. In case, the Hon'ble JERC does not decide upon the same within sixty (60) days of such submission or within 120 (one hundred and twenty) days from the date of Power Purchase Agreement (PPA), whichever is more, the DNHDDPDCL shall grant appropriate extension of time in SCOD to the Power Producer, corresponding to the delay [beyond 60 (sixty) days of submission or 120 (one hundred and twenty) days of PSA whichever is more] in adoption/ approval by the Hon'ble Commission, if Power Producer has not started any work at site, till the date of adoption/ approval by the Hon'ble JERC.

AND, WHEREAS the Power Producer desires to set-up grid interactive power Project MW (AC) capacity as per technical parameters detailed in the Annexure-A (for solar); For Wind, type certified wind turbine models listed in Revised List of Models and Manufacturers as published by MNRE and updated from time to time whichever is applicable as on one month prior to Bid submission Date and Annexure A1 (for ESS) (as applicable) of this PPA at the location details specified in Schedule 4.

AND, WHEREAS, the Power Producer has taken responsibility to set up requisite power injection system into CTU Grid.

AND, WHEREAS, the Parties hereby agree to execute this Power Purchase Agreement setting out the Terms & Conditions for sale of power by Power Producer to DNHDDPDCL.

NOW THEREFORE IN VIEW OF THE FOREGOING PREMISES AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, DNHDDPDCL AND THE POWER PRODUCER, EACH TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS, A PARTY AND COLLECTIVELY THE PARTIES, HEREBY AGREE AS FOLLOWS:

ARTICLE 1: DEFINITIONS

1.1 For all purposes of this Agreement, the following words and expressions shall have the respective meanings set forth below:

"Act" or "Electricity Act, 2003" shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.

"Agreement" shall mean this Power Purchase Agreement executed hereof, including the schedules hereto, amendments, modifications and supplements made in writing by the Parties from time to time;

"Affiliate" in relation to a Company shall mean a person who controls, is controlled by, or is under the common control with such Company;

"Approvals" means the permits, clearances, licenses and consents as are listed in Schedule 2 hereto and any other statutory approvals;

"Base rate of Late Payment Surcharge" means the marginal cost of funds based lending rate for one year of the State Bank of India, as applicable on the 1st April of the financial year in which the period lies, plus five percent and in the absence of marginal cost of funds based lending rate, any other arrangement that substitutes it, which the Central Government may, by notification, in the Official Gazette, specify:

Provided that if the period of default lies in two or more financial years, the Base Rate of Late Payment Surcharge shall be calculated separately for the periods falling in different years;

"Billing Period" means (subject to Article 6.1 of the Agreement) 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;

"Bid Deadline" shall mean the last date of submission of bid under RfS No. DNHDDPDCL/RE RTC/02/2024 dated 29th May 2024 and Addendums thereto, if any;

"Bidding Consortium" or "Consortium" refers to a group of Companies that has collectively Submitted the response in accordance with the provisions of this Rfs;

"Business Day" shall mean a Day other than Sunday or a statutory holiday on which banks remain open for business in Daman;

"CERC" means Central Electricity Regulatory Commission;

"Central Transmission Utility (CTU)" shall mean the Central Transmission Utility as defined in Sub-Section (1) of Section 38 of the Electricity Act, 2003;

"Change in Law" shall have the meaning ascribed thereto in Article 9 of this Agreement;

"Commercial Operation Date (COD)" shall mean the date on which commissioning

certificate is issued upon successful commissioning of full capacity of Project or the last Unit of the Project as the case may be and such date as specified in a written notice given at least 10 days in advance by the Successful Bidder to DNHDDPDCL.

“Company” shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;

“Commissioning” with respect to the Project/ Unit shall mean that all equipments as per rated capacity has been installed and energy has flown into the grid;

“Competent Court” means the Supreme Court of India or any High Court, or any tribunal or any similar judicial or quasi-judicial body that has jurisdiction in relation to issues relating to the Project;

“Contracted Capacity” shall mean the AC capacity in MW contracted with DNHDDPDCL for supply by the Successful Bidder to DNHDDPDCL at the Delivery Point from the Project; It is clarified that in any 15-minute time block during the entire term of PPA, the injected power shall not exceed the Contracted AC Capacity plus 5%

“Contract Year” shall mean, with respect to the initial Contract Year, the period beginning on the Commercial Operation Date and ending at 12.00 midnight on 31st March of that Fiscal Year. Fiscal Year is a period of twelve months commencing on April 1 and ending on following March 31. Each successive Contract Year shall coincide with the succeeding Fiscal Year, except that the final Contract Year shall end on the date of expiry of the Term or on Termination of this Agreement whichever is earlier;

“Control” shall mean the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such Company or right to appoint majority Directors;

“Controlling shareholding” shall mean not less than 51% of the voting rights or paid up share capital in the Company/Consortium;

“CUF” or “Capacity Utilisation Factor” “Capacity Utilization Factor (CUF)” CUF shall mean as calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if ‘X’ MWh of energy has been metered out at the Delivery Point for ‘Y’ MW Contracted Capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 24 * \text{days in Contract Year})) * 100\%$;

“Delivered Energy” means the kilowatt hours of Electricity actually fed and measured by the energy meters at the Delivery Point and as certified by RLDC/SLDC.

All transmission charges, losses and any associated costs upto Delivery Point shall be to the account of the Power Producer. No change in charges / losses upto Delivery Point shall be covered under Change in Law;

“Delivery Point” shall be the point or points of connection at which Electricity is delivered into the grid system of interconnection point of generating station with CTU. All expenses including transmission & wheeling charges and losses and any other financial charges etc. upto the Delivery Point shall be paid by the Successful Bidder without any reimbursement by DNHDDPDCL. All expenses including wheeling charges and losses in relation to the

transmission and distribution beyond Delivery Point shall be borne by DNHDDPDCL.

“Due Date of Payment” in respect of a Tariff Invoice means the date, which is following on 30th Day from the date of receipt of such invoices by the designated official of the DNHDDPDCL;

"Electricity" shall mean the electrical energy in kWh (kilowatt-hours);

"Electricity Laws" shall mean the Electricity Act, 2003 and the relevant Rules, Notifications, and amendments issued there under and all other Laws in effect from time to time and applicable to the development, financing, construction, ownership, operation or maintenance or regulation of electric generating companies and Utilities in India, the rules, regulations and amendments issued by the JERC / CERC from time to time;

“ENERGY STORAGE SYSTEMS” or “ESS” shall mean the system(s) installed in addition to the solar PV and/or wind/ Solar-Wind power capacity as part of the Project, that can capture energy produced from solar PV and/or wind/ Solar-Wind power at one time for use at a later time.;

"Emergency" means a condition or situation of physical damage to STU/ PGCIL/DNHDDPDCL electrical system including the Grid System, which threatens the safe and reliable operation of such system or which is likely to result in disruption of safe, adequate and continuous electric supply by STU/ PGCIL/ DNHDDPDCL Grid System or could endanger life or property;

“Expiry Date” shall mean the date occurring after twenty-five (25) years from the Scheduled Commercial Operation Date of the project;

"Financing Documents" mean the agreements and documents (including asset leasing arrangements) entered/to be entered into between the Power Producer and the Financing Parties relating to the financing of the Project;

"Financial Closure” means arrangement of necessary funds by the Successful Bidder either by way of commitment of funds by the Company from its internal resources and/or tie-up of funds through a bank/financial institution by way of sanction of a loan or letter agreeing to finance;

“Financing Parties” shall mean the Parties financing the Project, pursuant to the Financing Documents;

"Force Majeure Event" shall have the meaning set forth in Article 8;

"GoI" shall mean the Government of the Republic of India and any agency, legislative body, department, political subdivision, authority or instrumentality thereof;

"Government Instrumentality" shall mean the GoI, State Government, UT Administration and their ministries, inspectorate, departments, agencies, bodies, authorities, legislative bodies;

“Grid System” shall mean CTU / STU / Discom’s power transmission system /

distribution system through which Delivered Energy is evacuated and distributed;

“Group Company” of a Company means

- (i) a company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the Company, or
- (ii) a company in which the Company, directly or indirectly, holds 10% (ten percent) or more of the share capital of such company, or
- (iii) company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise, or
- (iv) a company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise, or
- (v) a company which is under common control with the Company, and control means ownership by one company of at least 10% (ten percent) of the share capital of the other company or power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise.

Provided that a financial institution, Private Equity Fund, scheduled bank, foreign institutional investor, non-banking financial company, and any mutual fund shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project;

“Interconnection Facilities” in respect of the Power Producer shall mean all the facilities installed by the Power Producer to enable DNHDDPDCL to receive the Delivered Energy from the Project at the Delivery Point, including transformers, and associated equipment, relay and switching equipment, protective devices and safety equipment and transmission lines from the project to CTU’s sub-station;

“Installed Capacity” shall mean the capacity of the Project at the generating terminal(s);

“JERC” shall mean Joint Electricity Regulatory Commission;

“KV” shall mean Kilovolts;

“kWh” shall mean Kilowatt-hour;

“Late Payment Surcharge” means the charges payable by a DNHDDPDCL to Power Producer, on account of delay in payment of monthly charges beyond the Due Date of Payment;

“Law” shall mean any valid legislation, statute, rule, regulation, notification, directive or order, issued or promulgated by any Governmental Instrumentality;

“Lead Member of the Bidding Consortium” or “Lead Member”: There shall be only one Lead Member, having shareholding more than 51% in the Bidding Consortium which cannot be changed till One year from the Commercial Operation Date (COD) of the Project;

“Letter of Award (LoA)” shall mean the letter dated _____ issued by DNHDDPDCL to the Power Producer for award of the Project;

“Metering Date” for a Billing Period, means the midnight of the last Day of the calendar month;

“Metering Point” shall mean the point at which energy shall be measured and shall be the interconnection point of generating station with CTU;

“Monthly Charge” shall have the meaning set forth in Article 5;

“MW” means Megawatts;

“Must Run Status” shall mean that Project shall not be directed by the DNHDDPDCL to shut down or back down due to variations in the generation/consumption patterns or any commercial parameters, merit order dispatches or existence/apprehension of any other charges or levies related to dispatch or incidental thereto except Force Majeure Events and Emergency;

“Off-Peak Hours” shall mean the energy scheduling hours other than Peak Hours;

“Off-Peak Power” shall mean the power supplied during Off-Peak Hours;

“O & M Default” shall mean any default on the part of the Power Producer for a continuous period of ninety (90) days to (i) operate and/or (ii) maintain (in accordance with Prudent Utility Practices), the Project at all times;

“Paid-up share capital” shall include mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013;

“Payment on Order instrument” means Letter of Undertaking from Indian Renewable Energy Development Agency Limited (IREDA) or Power Finance Corporation Limited (PFC) or REC Limited (REC), to pay in case situation of default of Successful Bidder/Power Producer in terms of tender conditions/Power Purchase Agreement (PPA) arises. Such Letter(s) will have same effect as that of a Bank Guarantee issued by any public sector bank. Such "Payment on Order instrument" should have terms and conditions similar to that of any Bank Guarantee given by any public sector bank and would promise to pay the Procurer on demand within stipulated time;

“PEAK HOURS” shall mean any four hours duration out of 24 hours day period as declared on monthly basis by RLDC. For the purpose of scheduling, a ‘day’ shall commence from 00:00 hrs and end at 24:00 hrs;

Provided that DNHDDPDCL may specify any 4 hours duration out of 24 hours on monthly basis as Peak Hours to optimize its power purchase cost.

“PEAK POWER” shall mean the power supplied from the Project during Peak Hours;

“Performance Guarantee” shall mean the irrevocable unconditional bank guarantee or Payment on Order instrument submitted by the Power Producer as per the RFS No. DNHDDPDCL/RE RTC/02/2024 dated 29th May 2024 and Addendums thereto, if any;

“Project” shall mean the renewable energy generation facility, comprising Solar Power Generating systems, Wind Power Generating systems, or a combination thereof, for supply of RE power, including ESS, if any, having injection into the grid at Interconnection/ Delivery/ Metering Point. The Project shall include all renewable, auxiliaries and associated facilities, bay(s) for transmission system in the their switchyard, dedicated transmission 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 DNHDDPDCL. ESS, if any, offered with a project under this PPA should only be charged from RE power capacity installed for supply of power under this PPA. In case of power being injected from the ESS ISTS charges and losses beyond the Delivery Point, if any, will be borne by the DNHDDPDCL.

"Project Site" means any and all parcels of real property, rights of way, easements and access roads located at the location details specified as per Schedule 4, upon which the Project and its related infrastructure will be located as described in Schedule 1 hereto;

"Prudent Utility Practices" shall mean 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;

“Reference Exchange rate” shall mean, in respect of any one currency that is to be converted into another currency in accordance with the provisions of this agreement, the buying rate of such currency as of 12:00 noon on the relevant date notified by the State Bank of India, and in absence of such rate, the average of similar rates notified by Bank of India and Bank of Baroda;

“SBI 1 Year MCLR Rate” means 1-year Marginal Cost of Funds Based Lending Rate (MCLR) fixed by State Bank of India (SBI) / any replacement thereof by SBI for the time being in effect applicable for 1 year period, as on 1st April of the respective financial year in accordance with regulations and guidelines of Reserve Bank of India. In absence of such rate, any other arrangement that substitutes such rate as mutually agreed to by the Parties;

“Scheduled COD” or “Scheduled Commercial Operation Date” shall mean the date as declared by the Successful Bidder in the PPA which shall not exceed 24 (Twenty-Four) months from the date of execution of the PPA.

“SEA/REA” means the State Energy Account/Regional Energy Account issued by State Load Dispatch Centre/Regional Load Dispatch Centre and amendment thereto;

“Selected Bidder or Successful Bidder” shall mean the Bidder selected pursuant to the RfS No. DNHDDPDCL/RE RTC/02/2024 dated 29th May 2024 to set up the Project and supply electrical output as per the terms of this PPA;

“SLDC” means the State load dispatch center as notified by the Government;

“STU or State Transmission Utility” shall mean the State Transmission Utility;

“Tariff” shall have the meaning set forth in Article 5;

“Tariff Invoices” shall have the meaning set forth in Article 6;

“Technical Limits” means the limits and constraints described in Schedule 2, relating to the operations, maintenance and dispatch of the Project;

“Term” means the term of the Agreement as defined in Article 10.1;

“Unit” shall mean one set of physically identifiable RE project with separate inter-connection points and all the auxiliary equipment and facilities; Each unit shall have minimum capacity of 25 MW.

Article 1: Interpretation:

- 1.1 Unless otherwise stated, all references made in this Agreement to "Articles" and "Schedules" shall refer, respectively, to Articles of, and Schedules to, this Agreement. The Schedules to this Agreement form part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.
- 1.2 In this Agreement, unless the context otherwise requires (i) the singular shall include plural and vice versa; (ii) words denoting persons shall include partnerships, firms, companies and Discom (iii) the words "include" and "including" are to be construed without limitation and (iv) a reference to any Party includes that Party's successors and permitted assigns.

ARTICLE 2: LICENCES, PERMITS

The Power Producer, at its sole cost and expense, shall acquire and maintain in effect all clearances, consents, permits, licenses and approvals required from time to time by all regulatory / statutory competent authority(ies) in order to enable it to perform its obligations under this Agreement.

ARTICLE 3: OBLIGATIONS

3.1 Obligations of the Power Producer:

- 3.1.1 The Power Producer shall obtain all statutory approvals, clearances and permits necessary for the Project at its own cost in addition to those Approvals as listed in Schedule 2.
- 3.1.2 The Power Producer shall obtain Financial Closure within 18 months from the execution of the PPA and the Power Producer will have to submit the required documents (as listed out in Schedule 3) to DNHDDPDCL at least 14 days prior to completion of 18 months from the execution of the PPA. In case of delay in submission of documents mentioned above, DNHDDPDCL shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

An extension for the attainment of the Financial Closure can however be considered by DNHDDPDCL, on the sole request of the Power Producer, on advance payment of extension charges of Rs. 1,000/- per day per MW plus GST as applicable. In case of any delay in depositing this extension charge, the Power Producer has to pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ SBI MCLR (1Year). If the extension charges are not paid by the Power Producer, DNHDDPDCL shall have the right to recover the extension charges including interest thereon by encashing the PG. In case the PG is encashed for recovery of extension charges, the Successful Bidder(s) shall restore the PG to its original value within 7 days.

This extension will not have any impact on the SCOD. Any extension charges paid so, shall be returned to the Power Producer without any interest on achievement of successful commissioning within the SCOD on pro-rata basis, based on the Project Capacity commissioned on SCOD. However, in case of any delay in commissioning of the project beyond the Scheduled Commercial Operation Date, the amount as deposited above by the Power Producer or PG encashed shall not be refunded by DNHDDPDCL.

Any delay in adoption of tariff by the Hon'ble JERC beyond sixty (60) days of such submission or within 120 (one hundred and twenty) days from the date of Power Purchase Agreement (PPA), whichever is more, the DNHDDPDCL shall grant appropriate extension of time in Financial Closure to the Power Producer, corresponding to the delay [beyond 60 (sixty) days of submission or 120 (one hundred and twenty) days of PSA whichever is more] in adoption/ approval by the Hon'ble Commission, if Power Producer has not started any work at site, till the date of adoption/ approval by the Hon'ble JERC.

- 3.1.3 The Power Producer shall construct, operate and maintain the Project during the Term of the PPA at his cost and risk including the required Interconnection Facilities.
- 3.1.4 The Power Producer shall sell all available capacity from identified Power Plant to the extent of contracted capacity on first priority basis to DNHDDPDCL and not to sell to any third party.

3.2 Criteria for Generation:

- 3.2.1 Successful Bidder(s) shall maintain generation so as to achieve annual CUF of 90% of the Contracted Capacity in AC terms till the end of the PPA duration of 25 years. The annual CUF will be calculated every year from 1st April of the year to 31st March next year.
- 3.2.2 Successful Bidder shall supply energy corresponding to a minimum 90% CUF of the Contracted Capacity in AC terms during each Peak Hour. The requirement of electricity supplied during Peak Hours is to be mandatorily met for each Peak Hour on a day-to-day basis and shall be monitored on a monthly basis.
- 3.2.3 The generated energy shall be dispatched through scheduling of power during both Peak and Off-Peak hours. It is mandated to deliver energy equivalent to the 90% CUF Contracted Capacity in AC terms, during each Peak Hour of the day. Modifications in the metering arrangement on account of the same, if any, shall be under the scope of the Successful Bidder, at its own risk and cost.
- 3.2.4 It is clarified that power supply from the Project will be off-taken by DNHDDPDCL on a “must-run” basis, for the 24-hour period of the day subject to maximum energy corresponding to the Project Capacity.
- 3.2.5 It is clarified that grid charging of the ESS, if any, will not be allowed under this PPA and ESS can be charged only using the power produced from the RE capacity installed under this PPA.
- 3.2.6 It shall be the responsibility of the Successful Bidder, entirely at its cost and expense to install such number of project components and associated equipment (including arrangement of extra land for such installation), as may be necessary to achieve the required CUF both on annual basis as well as for each Peak Hour.

3.3 Shortfall In Generation

- 3.3.1 If for any Contract Year, it is found that the Successful Bidder has not been able to generate minimum energy corresponding to 90% of annual CUF, such shortfall in performance shall make the Successful Bidder liable to pay the compensation corresponding to the energy shortfall, calculated at 100% of the Tariff mentioned in the Article 5 of the PPA. This compensation shall be applied to the amount of

shortfall in generation during the Contract Year. Billing frequency for shortfall in annual CUF will be on yearly basis.

- 3.3.2 The amount of such compensation will be calculated in accordance with the terms of the PPA. However, this compensation shall not be applicable in events of Force Majeure identified under the PPA with DNHDDPDCL affecting supply of power by Successful Bidder.
- 3.3.3 Shortfall in supply of Peak Power: In case of any shortfall in supply of Power during the communicated Peak Hours, the Successful Bidder shall pay a compensation corresponding to the energy shortfall, calculated at 100% of the Tariff mentioned in the Article 5 of the PPA.

For the purpose of calculation of shortfall in energy supplied during Peak Hours, a 'month' shall be the billing month as defined in the PPA i.e. Billing frequency of the same will be monthly.

- 3.3.4 While calculating shortfall in energy, the shortfall in supply of Peak Power, will be adjusted against the annual energy reconciliation for the Project. For e.g. considering a Project with minimum annual energy to be supplied by the Successful Bidder as per Article 3.3 being 788 Mus [100 MW at 90% CUF], and the annual energy supplied during the Contract year being 600 MUs. Further, based on monthly reconciliation, consider that the shortfall in supply of Peak Power during the Contract Year amounts to 100 MUs for which compensation has already been paid by the Successful Bidder. Thus, the net compensation payable by the Successful Bidder on account of shortfall in supply of energy on an annual basis will be Rs. $[(788 - (600 + 100)) \times (100\% \text{ of the tariff as per Article 5 of the PPA})]$
 - 3.3.5 However, this compensation shall not be applicable to the extent of shortfall on account of events of Force Majeure identified under the PPA with DNHDDPDCL, affecting supply of power by the Successful Bidder.
 - 3.3.6 The computation of compensation for shortfall provided is only a measure of damage and it shall not be construed that the compensation is payable by Successful Bidder only if DNHDDPDCL is required to pay compensation for not meeting of RPO.
- 3.4 Single bidder/ consortium shall maintain shareholding to the extent of minimum 51% in the SPV/ Project till the completion of Two Years from the date of COD except with the prior approval of DNHDDPDCL. Transfer of Controlling Shareholding within the same group of companies will however be allowed with the permission of DNHDDPDCL, subject to the condition that, the management control remains within the same group of companies. The shareholding pattern of members within the consortium shall not change till the signing of PPA

- 3.5 The Power Producer shall seek approval of CTU in respect of Interconnection Facilities upto Delivery Point.
- 3.6 The Power Producer shall undertake at its own cost construction/ upgradation of (a) the Interconnection Facilities, (b) the Transmission Lines and as per the specifications and requirements of CTU, as notified to the Power Producer in schedule 1(5).
- 3.7 The Power Producer shall undertake at its own cost maintenance of the Interconnection Facilities, excluding the transmission line beyond the Delivery point as per the specifications and requirements of CTU, as notified to the Power Producer, in accordance with Prudent Utility Practices.
- 3.8 The Power Producer shall operate and maintain the Project in accordance with Prudent Utility Practices.
- 3.9 The Power Producer shall be responsible for all payments on account of any taxes, cesses, duties or levies imposed on the land, equipment, material or works of the Project or on the Electricity generated or consumed by the Project or by itself or on the income or assets owned by it.
- 3.10 For evacuation facility and maintenance of the transmission system, the Power Producer shall enter into separate agreement with CTU, if applicable, at its own cost.
- 3.11 To procure start up power required for the plant from local Discom at its own cost.
- 3.12 Fulfilling all other obligations undertaken by him under this Agreement.
- 3.13 Land acquisition: Power Producer shall submit documents/Lease Agreement to establish possession/right to use 100% of the required land in the name of the Power Producer for a period not less than the complete Term of the PPA, on or before the SCOD. Wherever leasing of private land is involved, the lease should allow transfer of land lease rights to the lenders or DNHDDPDCL, in case of default of the Power Producer.
- 3.14 Sworn affidavit from the authorized person of the Successful Bidder listing the details of the land and certifying total land required for the Project under clear possession of the Successful Bidder.
- 3.15 Successful Bidder to submit the following on or before the SCOD:
- i. No Objection Certificate (NoC) / Environmental clearance (if applicable) for the Project.
 - ii. Forest Clearance (if applicable) for the land for the Project.
 - iii. Approval for water from the concerned authority (if applicable) required for the Project.
- 3.16 Obligations of DNHDDPDCL:
- i. DNHDDPDCL shall grant Must Run Status to the Project.

- ii. DNHDDPDCL shall allow the Power Producer to re-power their plants from time to time during the PPA duration.
- iii. DNHDDPDCL shall make payment of Monthly Charge as per Article 5 of this PPA.

3.17 Liquidated Damages for delay in Commissioning the Project beyond Scheduled Commercial Operation Date (SCOD)

3.17.1 Delay in commissioning and commencement of supply of power, beyond the Scheduled Commissioning Period shall involve penalties on the Generator, as detailed below:

(a) For Delay in commissioning upto 6 (six) months from SCOD, encashment of Performance Bank Guarantee (PG), or alternate instruments, on per day basis and proportionate to the capacity not commissioned. For example, in case of a Project of 150 MW capacity, if commissioning of 50 MW capacity is delayed by 18 days beyond the SCOD, then the liquidated damages shall be: PG amount X (50/150) X (18/180). For the purpose of calculations of the liquidated damages, 'month' shall be considered consisting of 30 days.

(b) For Delay in commissioning beyond six months from SCOD, Generator Event of Default, shall be considered to have occurred. DNHDDPDCL will have sole discretion of reducing the project capacity commissioned upto SCOD + 6 (six) months and terminate the PPA for the balance capacity. However, DNHDDPDCL may allow further extension subject to mutual discussion & bidder's concurrence to comply with the appropriate commercial mechanism as may be required by the DNHDDPDCL and subject to approval of JERC.

In addition, if the Commissioning of the Project or part thereof is delayed beyond the start date of grant of transmission open access, then transmission charges shall be borne by Successful Bidder till COD of the Contracted Capacity subject to other provisions of the PPA/RFS. In case SCOD of the project is extended due to force majeure events, successful bidder shall not be liable to bear any transmission charges till extended SCOD

In the event of termination of PPA or part thereof, any damages or charges payable to the STU/ CTU, for the Open Access of the Project, shall be borne by the Successful Bidder(s).

3.18 Generation Compensation in Offtake Constraint due to Grid Unavailability: During the operation of the plant, there can be some periods where the plant can generate power but due to temporary transmission unavailability the power is not evacuated, for the reasons not attributable to the Successful Bidder. In such cases, the generation compensation shall be addressed by DNHDDPDCL in the following manner:

Duration of Grid unavailability	Provision for Generation Compensation
Grid unavailability beyond 175 hours in a year	Generation Compensation = Tariff X Energy offered but not delivered by Successful Bidder

3.19 Payment in case of reduced off-take: Successful Bidder and DNHDDPDCL shall follow the forecasting and scheduling process as per the regulations in this regard by CERC / JERC. In case the plant is available to supply power but the off take of power is not done by the DNHDDPDCL, including non-dispatch of power due to non-compliance with “Order No. 23/22/2019-R&R dated 28.06.2019 of Ministry of Power regarding Opening and maintaining of adequate Letter of Credit (LC) as Payment Security Mechanism under Power Purchase Agreements by Distribution Licensees” and any clarifications or amendment thereto, considering the principle of ‘must run’ status for RE Power, Successful Bidder shall be eligible for payment, corresponding to the reduced off-take, in the following manner. For claiming compensation, the generator must sell their power in the power exchange as a price taker. Thus, the compensation would be limited to the difference of the actual generation up to declared capacity subject to a maximum of up to the Contracted Capacity and the quantum of power scheduled by the procurer.

Reduced off Take	Provision for Generation Compensation
Generation Compensation	<p>Generation Compensation = Tariff x Energy offered but not scheduled by Procurer</p> <p>However, any amount realized by the Generator, by third party sale or sale in the power exchange as price taker for such power which was offered but not scheduled, shall be shared with DNHDDPDCL , after deducting expenses, if any, in such sale, and shall be adjusted on monthly basis.</p> <p>Successful Bidder shall pass on to DNHDDPDCL 95% of realization on exchange / third party sale after deducting actual expenses, if any, in such sale.</p>

The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of Regional Energy Accounts (REA).

ARTICLE 4: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION

4.1 Synchronization, Commissioning and Commercial Operation

- 4.1.1 The Power Producer shall give at least thirty (30) days written notice to the SLDC/RLDC and DNHDDPDCL, of the date on which it intends to synchronize the Project/Unit to the Grid System.
- 4.1.2 Subject to Article 4.1.1, the Project may be synchronized by the Power Producer to the Grid System when it meets all the connection conditions prescribed in the Grid Code and otherwise meets all other Indian legal requirements for synchronization to the Grid System.
- 4.1.3 The synchronization equipment and all necessary arrangements / equipment including Remote Terminal Unit (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 Power Producer at its generation facility of the Power Project at its own cost. The Power Producer shall synchronize its system with the Grid System only after the approval of CTU, STU and SLDC.
- 4.1.4 The Power Producer shall immediately after each synchronization/ tripping of generator, inform the sub-station of the Grid System to which the Power Project is electrically connected in accordance with applicable Grid Code.
- 4.1.5 The Power Producer shall commission the Project/Unit within SCOD.
- 4.1.6 The Power Producer shall be required to obtain Developer and/ or Transfer Permission, Key Plan drawing etc. prior to mounting of panels and submit the same to DNHDDPDCL prior to actual commissioning of the Project / Unit.
- 4.1.7 **Part Commissioning:** Part commissioning of the Project shall be accepted by Procurer subject to the condition that the Minimum Capacity for acceptance of first and subsequent part(s) commissioning shall be 25 MW, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. However, the SCOD will not get altered due to part-commissioning. Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 (twenty-five) years from the SCOD or the date of commissioning of full project capacity, whichever is later.
- 4.1.8 **Early Commissioning:** The Power Producer shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCOD subject to availability of transmission connectivity and Long-Term Access (LTA)/GNA. In cases of early part commissioning, till SCOD, the Generator will be free to sell the electricity generated, to any entity other than the Procurer, provided that the first right of refusal will vest with the

Procurer. The procurer shall provide refusal within 15 (fifteen) days from the receipt of the request, beyond which it would be considered as deemed refusal. In cases of early commissioning prior to SCOD, the Procurer may purchase the generation at PPA tariff. Even in case of early part commissioning or early full commissioning, the PPA will remain in force for a period of 25 (twenty-five) years from the SCOD.

4.1.9 Delay in Commissioning shall be dealt as per Article 3.3 of this PPA

4.2 Performance Guarantee

4.2.1 The Bank Guarantee or Payment on Order instrument of Rs. _____ furnished by Power Producer to DNHDDPDCL shall be for guaranteeing the Financial Closure, Commissioning/ commercial operation of the Project up to the Contracted Capacity within SCOD.

4.2.2 If the Power Producer fails to commission the Project on or before Scheduled Commercial Operation Date or fails to pay extension charges on account of extension of Financial Closure, DNHDDPDCL shall have the right to encash the Bank Guarantee or Payment on Order instrument without prejudice to the other rights of the DNHDDPDCL under this Agreement as per Article 3.3.

4.2.3 PG shall be returned to the generator within 45 days of the Commissioning of the project. In case of part Commissioning, PG, corresponding to the part capacity Commissioned, shall be released within 45 days of such part-Commissioning. DNHDDPDCL to release PG, if successful Bidder is able to replace the same with "Payment on Order instrument"/Letter(s) of Undertaking from IREDA or PFC or REC.

ARTICLE 5: RATES AND CHARGES

- 5.1 DNHDDPDCL shall pay for the Delivered Energy as certified in the REA / SEA of RLDC / SLDC, for the Term of this Agreement from the SCOD, to the Power Producer every month ("Monthly Charge"). The Tariff payable by DNHDDPDCL for energy purchased shall be as per Article below.
- 5.2 The Applicable Tariff under this agreement shall be a fixed Tariff Rs. ____ per unit (Rupees _____ per unit) as discovered under the Competitive Bidding (followed by e-reverse auction) for Delivered Energy from the Project as certified in REA / SEA of RLDC / SLDC during the Term of this Agreement.
- 5.3 For each kVARh drawn from the grid, the Power Producer shall pay at the rate determined by JERC to STU from time to time.
- 5.4 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. 10 Lakh per Project per Transaction plus GST as applicable as Facilitation Fee (non-refundable) shall be payable by the Power Producer to DNHDDPDCL.
- 5.5 The Intra-State ABT is already implemented in the State, energy certified by SLDC in the REA / SEA of RLDC / SLDC shall be considered for monthly energy bill. The other provisions of Intra-State ABT and Open Access and Other Regulations of JERC / CERC and amendments thereto from time to time shall be applicable.

ARTICLE 6: BILLING AND PAYMENT

6.1 Billing Provision:

- 6.1.1 The Billing will be on monthly basis. DNHDDPDCL will be billed by the Power Producer based on Delivered Energy as certified by REA / SEA of RLDC / SLDC following the end of each month for the energy supplied and payment will be due on the 30th (thirtieth) day following the receipt of the billing invoice.

6.2 Payment:

- 6.2.1 DNHDDPDCL shall make payment of the amounts due in Indian Rupees within thirty (30) Business days from the date of receipt of the Tariff Invoice by the designated office of the DNHDDPDCL by 5:00 PM.

6.3 Late Payment:

- 6.3.1 Late Payment Surcharge shall be payable, as per the LPS rules, notified by Govt of India on 03rd June ,2022 and amendments thereof.
- 6.3.2 The rate of Late Payment Surcharge for the successive months of default shall increase by 0.5 percent for every month of delay provided that the Late Payment Surcharge shall not be more than 3 percent higher than the base rate at any time
- 6.3.3 Further, all payments by a DNHDDPDCL to Power Producer shall be first adjusted towards Late Payment Surcharge and thereafter, towards monthly charges, starting from the longest overdue bill.

6.4 Rebate:

- 6.4.1 For payment of any Bill on or before Due Date, the Rebate shall be as follows:
- a. 1.5% if the payment is made within 5 days of the receipt of bills.
 - b. Any payments made beyond a period of 5 days from the receipt of bills up to and including the Due Date, a rebate of 1% shall be allowed.
 - c. No Rebate on the Bills raised on account of Change in Law relating to taxes, duties, cess etc. and Late Payment Surcharge.

6.5 Payment Security:

- 6.5.1 DNHDDPDCL shall provide an irrevocable and unconditional revolving Letter of Credit in favour of, and for the sole benefit of, the Power Producer for the contracted capacity. All the cost incurred by DNHDDPDCL for opening, maintenance and other cost related to establishment of Letter of Credit shall be borne by DNHDDPDCL.
- 6.5.2 The Letter of Credit shall be established in favour of, and issued to, the Power Producer and made operational thirty (30) days prior to due date of first invoice and shall be maintained consistent herewith by DNHDDPDCL at all times during the Term of the Agreement.
- 6.5.3 Such Letter of Credit shall be in form and substance acceptable to both the Parties and shall be issued by any Scheduled Bank and be provided on the basis that:
- i. In the event a Tariff Invoice or any other amount due and undisputed payable by DNHDDPDCL pursuant to the terms of this Agreement is not paid in full by DNHDDPDCL as and when due, the Letter of Credit may be called by the Power Producer for payment of undisputed amount.
 - ii. The amount of the Letter of Credit shall be equal to an amount not less than one month's average billing of the Project
 - iii. The DNHDDPDCL shall replenish the Letter of Credit to bring it to the original amount within 30 days in case of any valid drawdown.
- 6.5.4 The Letter of Credit shall be renewed and/or replaced by the DNHDDPDCL not less than 30 days prior to its expiration.
- 6.5.5 The drawl under the Letter of Credit in respect of a Tariff Invoice (excluding supplementary bills) shall require:
- i. a copy of the Tariff Invoice along with relevant extract of the REA / SEA, supporting the payments attributable to the Delivered Energy in respect of such Tariff Invoice.
 - ii. a certificate from the Power Producer stating that the amount payable by DNHDDPDCL in respect of such Tariff Invoice has not been paid and not disputed by DNHDDPDCL till the Due Date of Payment of the Tariff Invoice.

6.6 Disputes:

In the event of a dispute as to the amount of any Tariff Invoice, DNHDDPDCL shall notify the Power Producer of the amount in dispute and DNHDDPDCL shall pay the Power Producer 100% of the undisputed amount plus 50% of the disputed amount within the due date provided either party shall have the right to approach the JERC to effect a higher or lesser payment on the disputed amount. The Parties shall discuss within a week from the date on which DNHDDPDCL notifies the Power Producer of the amount in dispute and try and settle the dispute amicably. Where any dispute arising out of or in connection with this agreement is not resolved mutually then such dispute shall be submitted to adjudication by the JJERC under Section 86 of Electricity Act 2003 and the JJERC may refer the matter to Arbitration as provided in the said provision read with Section 158 of Electricity Act 2003. If the dispute is not settled during such discussion then the payment made by DNHDDPDCL shall be considered as a payment under protest. Upon resolution of the dispute, in case the Power Producer is subsequently found to have overcharged, then it shall return the overcharged amount with an interest of SBI 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum plus 7% for the period it retained the additional amount. Neither DNHDDPDCL nor Power Producer shall have the right to challenge any Tariff Invoice or to bring any court or administrative action of any kind questioning/modifying a Tariff Invoice after a period of three years from the date of the Tariff Invoice is due and payable.

ARTICLE 7: METERING AND COMMUNICATION

7.1 Reading and Correction of Meters

- (i) The Metering Point, which is the point at which energy supplied to the Procurer shall be measured, shall be the low voltage bus bar of the STU / CTU substation. All expenses including wheeling charges and losses between the Project and the Delivery Point shall be paid by the Power Producer without any reimbursement by the Procurer.
- (ii) For the purpose of energy accounting the Power Producer shall install ABT compliant meter at the metering point.
- (iii) Interface metering shall confirm to the Central Electricity Authority (Installation and Operation of Meters) Regulations 2006 and amendment thereto. STU/CTU shall stipulate specifications in this regard.
- (iv) In the event that the Main Metering System is not in service as a result of maintenance, repairs or testing, then the Backup Metering System shall be used during the period the Main Metering System is not in service and the provisions above shall apply to the reading of the Backup Metering System.

7.2 Sealing and Maintenance of Meters

- (i) The Main Metering System and the Backup Metering System shall be sealed in the presence of representatives of Power Producer, DNHDDPDCL and STU/CTU.
- (ii) When the Main Metering System and / or Backup Metering System and / or any component thereof is found to be outside the acceptable limits of accuracy or otherwise not functioning properly, it shall be repaired, re-calibrated or replaced by the Power Producer and / or DNHDDPDCL / STU / CTU at Power Producer's cost, as soon as possible.
- (iii) Any meter seal(s) shall be broken only by STU/CTU's representative in the presence of Power Producer's representative whenever the Main Metering System or the Backup Metering System is to be inspected, tested, adjusted, repaired or replaced.
- (iv) All the Main and Check Meters shall be calibrated at least once in a period of three years.
- (v) In case, both the Main Meter and Check Meter are found to be beyond permissible limit of error, both the meters shall be calibrated immediately and the correction applicable to main meter shall be applied to the energy registered by the Main Meter at the correct energy for the purpose of energy accounting / billing for the actual period during which

inaccurate measurements were made, if such period can be determined or, if not readily determinable, shall be the shorter of:

- a. the period since immediately preceding test of the relevant Main meter, or
- b. One hundred and eighty (180) days immediately preceding the test at which the relevant Main Meter was determined to be defective or inaccurate.

7.3 Records

Each Party shall keep complete and accurate records and all other data required by each of them for the purposes of proper administration of this Agreement and the operation of the Power Plant. Among such other records and data, the Power Producer shall maintain an accurate and up-to-date operating log at the Power Plant with records of:-

- a) Fifteen (15) minutes or shorter time period as required under the Regulations logs of real and reactive power generation, frequency, transformer tap position, bus voltage(s), Main Meter and Back up Meter Readings and any other data mutually agreed;
- b) Any unusual conditions found during operation / inspections;
- c) Chart and printout of event loggers, if any, for system disturbances/ outages;
- d) All the records will be preserved for a period of 36 months.

ARTICLE 8: FORCE MAJEURE

8.1 Force Majeure Events & Exclusions:

8.1.1 Force Majeure Events: Neither Party shall be responsible or liable for or deemed in breach hereof because of any delay or failure in the performance of its obligations hereunder (except for obligations to pay money due prior to occurrence of Force Majeure events under this Agreement) or failure to meet milestone dates due to any event or circumstance (a "Force Majeure Event") beyond the reasonable control of the Party experiencing such delay or failure, including the occurrence of any of the following:

- a. Acts of God;
- b. Typhoons, floods, lightning, cyclone, hurricane, drought, famine, epidemic, plague or other natural calamities;
- c. Acts of war (whether declared or undeclared), invasion or civil unrest;
- d. Any requirement, action or omission to act pursuant to any judgment or order of any court or judicial authority in India (provided such requirement, action or omission to act is not due to the breach by the Power Producer or DNHDDPDCL of any Law or any of their respective obligations under this Agreement);
- e. Earthquakes, explosions, accidents, landslides, fire;
- f. Expropriation and/or compulsory acquisition of the Project in whole or in part by Government Instrumentality;
- g. Chemical or radioactive contamination or ionizing radiation; or
- h. Damage to or breakdown of transmission facilities of Transmission Utilities;
- i. Exceptionally adverse weather condition which are in excess of the statistical measure of the last hundred (100) years.

8.1.2 Force Majeure Exclusions: Force Majeure shall not include the following conditions, except to the extent that they are consequences of an event of Force Majeure:

1. Unavailability, Late Delivery or Change in cost of plants and machineries, equipment, materials, spare parts or consumables for the project;
2. Delay in performance of any contractor / sub contractor or their agents;
3. Non-performance resulting from normal wear and tear experience in power generation materials and equipments;
4. Strike or Labour Disturbances at the facilities of affected parties;

5. Inefficiency of finances or funds or the agreement becoming onerous to perform, and
6. Non-performance caused by, or concerned with, the affected party's
 - I. Negligent and intentional acts, errors or omissions;
 - II. Failure to comply with Indian law or Indian Directive; or
 - III. Breach of, or default under this agreement or any Project agreement or Government agreement.

8.1.3 The affected Party shall give notice to other party of any event of Force Majeure as soon as reasonably practicable, but not later than 15 days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If any event of Force Majeure results in a breakdown of communication rendering it not reasonable to give notice within the applicable time limit specified herein, then the party claiming Force Majeure shall give notice as soon as reasonably practicable after reinstatement of communication, but not later than one day after such reinstatement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed, and 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 situation.

8.1.4 The affected Party shall give notice to the other Party of (1) cessation of relevant event of Force Majeure; and (2) 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.

8.1.5 To the extent not prevented by a Force Majeure event, 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 event of Force Majeure as soon as practicable.

8.2 Available Relief for a Force Majeure Event:

8.2.1 No Party shall be in breach of its obligations pursuant to this agreement to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure event. However, adjustment in tariff shall not be allowed on account of Force Majeure event.

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.

ARTICLE 9: CHANGE IN LAW

9.1 Definitions

9.1.1 The term “Change in Law” shall refer to the occurrence of any of the following events, after the date of Bid Deadline, which have a direct effect on the Project, leading to corresponding changes in the cost requiring change in tariff, and includes:

- i. change in interpretation of any law by a competent court; or
- ii. the enactment of any new law; or
- iii. a change in any domestic tax, including duty, levy, cess, charge or surcharge by the Central Government, State Government or Union Territory administration leading to corresponding changes in the cost; or
- iv. a change in any condition of an approval or license obtained or to be obtained for purchase, supply or transmission of electricity, unless specifically excluded in the agreement for the purchase, supply or transmission of electricity, which results in any change in the cost.

However, Change in Law/Regulation shall not include.

- i. Any change in taxes on corporate income or any change in any withholding tax on income or dividends; or
- ii. change in respect of deviation settlement charges or frequency intervals by an Appropriate Commission.

The term “law” in this provision includes any Act, Ordinance, order, bye-law, rule, regulation, notification, for the time being in force, in the territory of India.

9.1.2 In the event of occurrence of any of events as provided under Article 9.1.1 which results in any adverse financial loss/ gain to the Power Producer/DNHDDPDCL then, in order to ensure that the Power Producer/DNHDDPDCL 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 Power Producer/DNHDDPDCL shall be entitled to compensation by the other party, as the case may be. Compensation payment on account of such ‘Change in Law’ shall be determined and shall be effective from such date as may be decided by the Hon’ble JERC.

9.2 Relief for Change in Law

9.2.1 In case of Change in Law taking place prior to commissioning of the Project, the compensation will be passed through on in the form of increase/decrease in the tariff, linked with increase/decrease in the Project cost, which will be automatically paid through the monthly energy billing. The pass through in this case shall be as per the formula / provisions as stipulated in **Schedule-B** and shall be effective from date of commissioning of the Project. Power Producer shall be required to provide a statutory auditor certificate supported by Board Resolution in regard to implications (loss/ gain) arising out of Article 9.

9.2.2 For the purposes of 9.2.1 above, the affected party, which intends to adjust and recover the costs due to change in law, shall give a 21 days’ prior notice to the other

party about the proposed impact in the tariff or charges, positive or negative, to be recovered from such other party.

The affected party shall furnish to the other party, the computation of impact in tariff or charges to be adjusted and recovered, within thirty days of the occurrence of the change in law or on the expiry of 21 days from the date of the notice above, whichever is later, and the recovery of the proposed impact in tariff or charges shall start from the next billing cycle of the tariff.

- 9.2.3 Within 30 days of coming into effect of such relief of Change in Law, the Power Producer shall approach the Hon'ble JERC regarding Change in Law events for its approval including its claim failing which further payment will be discontinued and DNHDDPDCL shall make such deductions in the monthly tariff payments on immediate basis. In the event of any decision by the Appropriate Commission which modifies or cancels any changes in the tariff, recovery/additional payment of the amount already paid until then, will be done immediately. Hon'ble JERC shall verify the calculation and adjust the amount of the impact in the monthly tariff or charges within sixty days from the date of receipt of the relevant documents as required above.
- 9.2.4 Further, in case of Change in Law during the operational period of the Project, and where such change is not applicable as an automatic modification in the tariff, suitable compensation will be provided as decided by the Hon'ble JERC.
- 9.2.5 In case Change in Law results in delay in commissioning of the Project, where cause and effect between these two can be clearly established, the DNHDDPDCL may provide suitable time-extension in Financial Closure, Scheduled Commissioning Date or Scheduled Date of Commencement of Supply of Power, as the case may be.
- 9.2.6 If the event of any decrease in the project cost by the Power Producer or any income to the Power Producer on account of any of the events as indicated above, Power Producer, as per methodology/ formula specified in Schedule-B, shall pass on the benefit of such to DNHDDPDCL. In the event of the Power Producer failing to comply with the aforementioned requirement, DNHDDPDCL shall make such deductions in the monthly tariff payments on immediate basis.
- 9.2.7 After the adjustment of the amount of the impact in the tariff, the Power Producer, shall adjust the monthly tariff or charges annually based on actual amount recovered/ paid, to ensure that the payment to the affected party is not more than the yearly annuity amount.
- 9.2.8 The recovery of the impacted amount, in case of the fixed amount shall be,
 - a. within a period of one-hundred eighty months; or
 - b. in case of recurring impact, until the impact persists.

ARTICLE 10: TERM, TERMINATION AND DEFAULT

10.1 Term of the Agreement: This Agreement shall become effective upon the execution and delivery thereof by the Parties hereto and unless terminated pursuant to other provisions of the Agreement, shall continue to be in force for such time until the completion of a period of 25 years (Twenty-Five) from the Scheduled Commercial Operation Date of the Project. This Agreement may be extended for a further period on mutually agreed terms and conditions at least one hundred eighty (180) days prior to the Expiry Date and approved by Hon'ble JERC, provided the arrangements with land & infrastructure owning agencies, relevant transmission utilities / system operators permit operation beyond this period of 25 years.

Survival: 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 8 (Force Majeure), Article 10 (Term, Termination and Default), Article 11 (Dispute Resolution), Article 12 (Indemnity), Article 13 (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.

10.2 Events of Default:

10.2.1 Power Producer's Default: The occurrence of any of the following events at any time during the Term of this Agreement shall constitute an Event of Default by Power Producer:

- a) In the event the Power Producer is unable to commission the Project, within the stipulated time period, or fails to supply power in terms of the PPA, or assigns or novates any of its rights or obligations contrary to the terms of the PPA, or repudiates the PPA, or effectuates a change in control or shareholding of its promoters in breach of the provisions of the PPA, or commits any other acts or omissions as laid down in the PPA and is also unable to cure any of the aforesaid within the cure period, as may be provided in the PPA, the Power Producer shall be construed to be in default.
- b) Upon being in default, the Power Producer shall be liable to pay to the Procurer, damages, as provided in clause 3.16 of this PPA for failure to commission within stipulated time and clause 3.1.5 for failure to supply power in terms of the PPA. For other cases, pay to the Procurer, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity. The Procurer shall have the right to

recover the said damages by way of forfeiture of Performance Guarantee, if any, without prejudice to resorting to any other legal course or remedy.

- c) In addition to the levy of damages as aforesaid, in the event of a default by the Power Producer, the lenders shall be entitled to exercise their rights of substitution and in concurrence with the Procurers. However, in the event the lenders are unable to substitute the defaulting Power Producer 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 (on the concerned Project), failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.

10.2.2 DNHDDPDCL's Default: The occurrence of any of the following at any time during the Term of this Agreement shall constitute an Event of Default by DNHDDPDCL:

- a) If the DNHDDPDCL is in default on account of reasons including inter alia failure to pay the monthly and/or supplementary bills within the stipulated time period or repudiation of the PPA, the defaulting DNHDDPDCL shall, subject to the prior consent of the Power Producer, novate its part of the PPA to any third party, including its Affiliates within the stipulated period, without changing the terms and conditions of the PPA.

[Affiliate in relation to a Company shall mean a person who controls, is controlled by, or is under the common control with such Company. The expression 'control' shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors]

- b) In the event the aforesaid novation is not acceptable to the Power Producer, or if no offer of novation is made by DNHDDPDCL within the stipulated period, then the Power Producer may terminate the PPA and at its discretion require DNHDDPDCL to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due (on the concerned Project) and the 110% (one hundred and ten per cent) of the adjusted equity (on the concerned RE Project) as defined below, less Insurance Cover if any or, (ii) pay to the Power Producer, 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 Power Producer.
- c) In the event of termination of PPA, any damages or charges payable to the CTU, for the connectivity of the plant, shall be borne by the DNHDDPDCL.
- d) Adjusted Equity means the Equity funded in Indian Rupees and adjusted on the first day of the current month (the "Reference Date"), in the manner set

forth below, to reflect the change in its value on account of depreciation and variations in Wholesale Price Index (WPI), and for any Reference Date occurring between the first day of the month of Appointed Date (the date of achievement of Financial Closure) and the Reference Date;

- i. On or before Commercial Operation Date (COD), the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and Reference Date;
- ii. An amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the “Base Adjusted Equity”);
- iii. After COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.333% (zero point three three three percent) thereof at the commencement of each month following the COD [reduction of 1% (one percent) per quarter of an year] and the amount so arrived at shall be revised to the extent of variation in WPI occurring between the COD and the Reference Date;

For the avoidance of doubt, the Adjusted Equity shall, in the event of termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the PPA period is extended, but the revision on account of WPI shall continue to be made.

- e) Debt Due means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:
- i. The principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the ‘Principal’) but excluding any part of the principal that had fallen due for repayment 2 (two) years prior to the Transfer Date;
 - ii. All accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in sub-clause 10.2.2 (e)(i) above until the Transfer Date but excluding: (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Utility Default, and (iv) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing

the Total Project Cost.

Provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed not to be Debt Due even if no such conversion has taken place and the principal thereof shall be dealt with as if such conversion had been undertaken.

Provided further that the Debt Due, on or after COD, shall in no case exceed 80% (eighty percent) of the Total Project Cost.

10.3 Termination:

10.3.1 Termination for Power Producer's Default:

- a) Upon the occurrence and continuation of any Power Producer's Event of Default under Article 10.2.1, DNHDDPDCL shall have the right to deliver to the Power Producer, with a copy to the representative of the lenders to the Power Producer with whom the Power Producer has executed the Financing Agreements, a notice stating its intention to terminate this Agreement (Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.
- b) Following the issue of a Preliminary Default Notice, the Consultation Period of ninety (90) days or such longer period as Power Producer and DNHDDPDCL may agree, shall apply and it shall be the responsibility of Power Producer and DNHDDPDCL 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, Power Producer and DNHDDPDCL shall continue to perform their respective obligations under this Agreement.
- c) Within a period of seven (7) days following the expiry of the Consultation Period unless Power Producer or DNHDDPDCL shall have otherwise agreed to the contrary or the Power Producer's Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, DNHDDPDCL may terminate this Agreement under intimation the Buying Entities by giving a written Termination Notice of sixty (60) days to the Power Producer.
- d) Subject to the terms of this Agreement, upon occurrence of an Power Producer's Event of Default under this Agreement, the Power Producer shall be liable to pay to DNHDDPDCL, liquidated damages, as provided in Article 3.17 of the PPA for failure to commission within stipulated time and Article 3.3 for failure to supply power in terms of the PPA. For other cases, the Power Producer shall be liable pay to DNHDDPDCL, damages, equivalent to 6 (six)

months, or balance PPA period whichever is less, of charges calculated at Applicable Tariff for its Contracted Capacity. DNHDDPDCL shall have the right to recover the said damages by way of forfeiture of bank guarantee/POI, if any, without prejudice to resorting to any other legal course or remedy.

- e) In addition to the levy of damages as aforesaid, the lenders in concurrence with the DNHDDPDCL, may seek to exercise right of substitution under Article 10.2.1 (c) by an amendment or novation of the PPA in favour of the selectee. The Power Producer shall cooperate with DNHDDPDCL/ Lenders to carry out such substitution and shall have the duty and obligation to continue to operate the 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. 10 Lakh per Project+ 18% GST per transaction as facilitation fee (non-refundable) shall be deposited by the Power Producer to DNHDDPDCL.
- f) In the event the lenders are unable to substitute the defaulting Power Producer within the stipulated period, DNHDDPDCL may terminate the PPA and the buying utility may acquire the Project assets for an amount equivalent to 90% of the debt due (for the Project(s)), 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 DNHDDPDCL including the condition that the selectee meets the eligibility requirements of Request for Selection (RfS) issued by DNHDDPDCL and accepts the terms and conditions of this Agreement.

10.3.2 Termination for DNHDDPDCL's Default:

- a) Upon the occurrence and continuation of any DNHDDPDCL's Event of Default specified in Article 13.2, the Power Producer shall have the right to deliver to DNHDDPDCL, a Power Producer Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.
- b) Following the issue of a Preliminary Default Notice, the Consultation Period of ninety (90) days or such longer period as the Power Producer and DNHDDPDCL may agree, shall apply and it shall be the responsibility of the Power Producer and DNHDDPDCL 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.
- c) During the Consultation Period, the Power Producer and DNHDDPDCL shall continue to perform their respective obligations under this Agreement.
- d) After a period of two hundred ten (210) days following the expiry of the

Consultation Period and unless the Power Producer and DNHDDPDCL shall have otherwise agreed to the contrary or DNHDDPDCL's Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, DNHDDPDCL and the Power Producer shall, subject to the prior consent of the Power Producer, novate its part of the PPA to any third party, including its Affiliates within the stipulated period. In the event the aforesaid novation is not acceptable to the Power Producer, or if no offer of novation is made by DNHDDPDCL within the stipulated period, then the Power Producer may terminate the PPA and at its discretion require Buying Entity to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the Debt Due (on the concerned RE Project) and 110% (one hundred and ten per cent) of the Adjusted Equity (on the concerned Project) less Insurance Cover, if any, or, (ii) pay to the Power Producer, 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 Power Producer.

- e) Provided further that at the end of three (3) months period from the period mentioned in this Article 10.3.2 (b), this Agreement may be terminated by the Power Producer.
- f) In the event of termination of PPA, any damages or charges payable to the STU/ CTU, for the connectivity of the plant, shall be borne by the DNHDDPDCL.

ARTICLE 11: DISPUTE RESOLUTION

- 11.1** Disputes or differences between the Parties other than disputes which may result in change in tariff arising out of or in connection with this Agreement may also be tried to be settled through mutual negotiation.
- 11.2** The Parties hereto agree to attempt to resolve all disputes as referred in Article 11.1 promptly, equitably and in good faith.
- 11.3** Each Party shall designate in writing and communicate to the other Party its own representative who shall be authorized to resolve any dispute arising under this Agreement in an equitable manner and, unless otherwise expressly provided herein, to exercise the authority of the Parties hereto to make decisions by mutual agreement.
- 11.4** Notwithstanding anything contained in this agreement, in case of any differences or disputes between the Parties including dispute related to determination of the tariff or any tariff related matters, or which partly or wholly could result in change in tariff, the same shall be referred to JERC for adjudication. Disputes other than dispute which may result in change in tariff may be referred by JERC for resolution by arbitration under the Indian Arbitration and Conciliation Act 1996 within the Jurisdiction of Gujarat.

ARTICLE 12: INDEMNITY

- 12.1 Power Producer's Indemnity:** The Power Producer agrees to defend, indemnify and hold harmless DNHDDPDCL, its officers, directors, agents, employees and affiliates (and their respective officers, directors, agents and employees) from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages arising by reason of bodily injury, death or damage to property sustained by third parties that are caused by an act of negligence or the willful misconduct of the Power Producer, or by an officer, director, sub-contractor, agent or employee of the Power Producer except to the extent of such injury, death or damage as is attributable to the willful misconduct or negligence of, or breach of this Agreement by, DNHDDPDCL, or by an officer, director, sub-contractor, agent or employee of the DNHDDPDCL.
- 12.2 DNHDDPDCL's Indemnity:** DNHDDPDCL agrees to defend, indemnify and hold harmless the Power Producer, its officers, directors, agents, employees and affiliates (and their respective officers, directors, agents and employees) from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages arising by reason of bodily injury, death or damage to property sustained by third parties that are caused by an act of negligence or the willful misconduct of DNHDDPDCL, or by an officer, director, sub-contractor, agent or employee of DNHDDPDCL except to the extent of such injury, death or damage as is attributable to the willful misconduct or negligence of, or breach of this Agreement by, the Power Producer, or by an officer, director, sub-contractor, agent or employee of the Power Producer.

ARTICLE 13: MISCELLANEOUS PROVISIONS

- 13.1** Governing Law: This Agreement shall be interpreted, construed and governed by the Laws of India.
- 13.2** Insurance: The Power Producer shall obtain and maintain necessary policies of insurance during the Term of this Agreement consistent with Prudent Utility Practice.
- 13.3** Books and Records: The Power Producer shall maintain books of account relating to the Project in accordance with generally accepted Indian accounting principles.
- 13.4** Waivers: Any failure on the part of a Party to exercise, and any delay in exercising, exceeding three years, any right hereunder shall operate as a waiver thereof. No waiver by a Party of any right hereunder with respect to any matter or default arising in connection with this Agreement shall be considered a waiver with respect to any subsequent matter or default.
- 13.5** Limitation Remedies and Damages: Neither Party shall be liable to the other for any consequential, indirect or special damages to persons or property whether arising in tort, contract or otherwise, by reason of this Agreement or any services performed or undertaken to be performed hereunder.
- 13.6** Notices: Any notice, communication, demand, or request required or authorized by this Agreement shall be in writing and shall be deemed properly given upon date of receipt if delivered by hand or sent by courier, if mailed by registered or certified mail at the time of posting, if sent by fax when dispatched (provided if the sender's transmission report shows the entire fax to have been received by the recipient and only if the transmission was received in legible form), to :

In case of the Power Producer:

Name:

Designation:

Address:

Ph. Nos.:

Fax No.:

In case of Power Procurer

Name:

Designation:

Address:

Ph. Nos.:

Fax No.:

13.7 Severability:

Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and without affecting the validity, enforceability or legality of such provision in any other jurisdiction.

13.8 Amendments:

This Agreement shall not be amended, changed, altered, or modified except by a written instrument duly executed by an authorized representative of both Parties. However, DNHDDPDCL may consider any amendment or change that the Lenders may require to be made to this Agreement.

13.9 Assignment:

Neither Party shall assign this Agreement nor shall any portion hereof without the prior written consent of the other Party, provided further that any assignee expressly assume the assignor's obligations thereafter arising under this Agreement pursuant to documentation satisfactory to such other Party. However, such assignment shall be permissible only for entire contracted capacity.

Provided however, no approval is required from DNHDDPDCL for the assignment by the Power Producer of its rights herein to the Financing Parties and their successors and assigns in connection with any financing or refinancing related to the construction, operation and maintenance of the Project.

In furtherance of the foregoing, DNHDDPDCL acknowledges that the Financing Documents may provide that upon an event of default by the Power Producer under the Financing Documents, the Financing Parties may cause the Power Producer to assign to a third party the interests, rights and obligations of the Power Producer thereafter arising under this Agreement. DNHDDPDCL further acknowledges that the Financing Parties, may, in addition to the exercise of their rights as set forth in this Section, cause the Power Producer to sell or lease the Project and cause any new lessee or purchaser of the Project to assume all of the interests, rights and obligations of the Power Producer thereafter arising under this Agreement.

13.10 Entire Agreement, Appendices:

This Agreement constitutes the entire agreement between DNHDDPDCL and the Power Producer, concerning the subject matter hereof. All previous documents, undertakings, and agreements, whether oral, written, or otherwise, between the Parties concerning the subject matter hereof are hereby cancelled and shall be of no further force or effect and shall not affect or modify any of the terms or

obligations set forth in this Agreement, except as the same may be made part of this Agreement in accordance with its terms, including the terms of any of the appendices, attachments or exhibits. The appendices, attachments and exhibits are hereby made an integral part of this Agreement and shall be fully binding upon the Parties.

In the event of any inconsistency between the text of the Articles of this Agreement and the appendices, attachments or exhibits hereto or in the event of any inconsistency between the provisions and particulars of one appendix, attachment or exhibit and those of any other appendix, attachment or exhibit DNHDDPDCL and the Power Producer shall consult to resolve the inconsistency.

13.11 Further Acts and Assurances:

Each of the Parties after convincing itself agrees to execute and deliver all such further agreements, documents and instruments, and to do and perform all such further acts and things, as shall be necessary or convenient to carry out the provisions of this Agreement and to consummate the transactions contemplated hereby.

13.12 Representations and warranties

Parties hereby represent and warrant to the other Party that as at the date of this Agreement:

- 13.12.1 It is validly incorporated, in existence and duly registered under the Laws of India and has full power to conduct its business as conducted as at the date of this Agreement.
- 13.12.2 It has obtained all corporate authorisations and all other Consents required to empower it to enter into and perform its obligations under this Agreement where failure to obtain them would adversely affect to a material extent its ability to enter into and perform its obligations under this Agreement.
- 13.12.3 This Agreement will, when executed, constitute its valid and binding obligations; and entry into and performance by it of this Agreement will not (i) breach any provision of its memorandum and articles of association, bylaws or equivalent constitutional documents; (ii) result in a breach of any Laws or of any order, decree or judgment of any court or any governmental or regulatory authority, where any such breach would affect to a material extent its ability to enter into or perform its obligations under this Agreement; and (iii) breach any agreement or understanding (oral or written) to which it may be bound.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their fully authorized officers, and copies delivered to each Party, as of the day and year first above stated.

FOR AND ON BEHALF OF _____

Authorised Signatory

Name

Designation

WITNESSES

1. _____

Name

Designation

2. _____

Name

Designation

FOR AND ON BEHALF OF DNHDDPDCL

Authorised Signatory

Name

Designation

WITNESSES

1. _____

Name

Designation

2. _____

Name

Designation

SCHEDULE 1: PARAMETERS AND TECHNICAL LIMITS OF SUPPLY

1. Electrical characteristics

- Three phase alternating current
- Nominal declared frequency : 50.0 Hz
- Final Voltage at Delivery Point: 400/220/
132/66 kV

Short circuit rating: As a part of the detailed design process, the Power Producer shall calculate the short circuit rating (minimum and maximum), and supply this information to the DNHDDPDCL.

Note: The tolerances & Electrical characteristics variations and Basic Insulation level will be as per relevant grid code and CEA standards.

2. Quality of Service

The Power Producer shall be responsible for the delivery of energy conforming Performance Standards for Transmission and Bulk Supply as approved by JERC.

The maximum current and voltage waveform distortion shall be in accordance with the limits prescribed under Central Electricity Authority (Grid Standards) Regulations 2010, as amended from time to time.

3. Power Factor

The Generator shall maintain the Power Factor as per the prevailing JERC regulations and as may be stipulated / specified by STU from time to time. The Power Producer 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.

4. Technical Limits of Voltage

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 of ___KV with +10% to – 12.5% variation.

2. The Project shall be designed and capable of being synchronized and operated within a frequency range as per relevant Grid Code 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.

5. Specification of Electrical Energy Delivery

- a) The generation voltage from the Solar Photovoltaic Grid Interactive Power Project of M/s. _____ is __ KV. It uses unit connection of generator, generator transformer and unit transformer.
- b) The generated power at __ KV will be stepped up to ____ KV at the Project Site and connected __ KV at for the purpose of interconnection with the Grid System.

SCHEDULE 2: Approvals

1. Consent from the STU / CTU for the evacuation scheme for evacuation of the power generated by the ___ MW Project.
2. Approval of the relevant authority for commissioning of the transmission line and Project installed at the Project Site.
3. Certificate of Commissioning of the Project issued by relevant authority.
4. Permission from all other statutory and non-statutory bodies required for the Project
5. Clearance from Department of Forest, Ecology and Environment, if required
6. Any other clearances as may be legally required.

SCHEDULE 3: CHECK LIST FOR FINANCIAL CLOSURE

Last Date for submission of documents related to Financial Closure
(18 months from Effective Date of PPA)

Project Company Name:

LoA No:

Date:

Effective Date of PPA:

Scheduled Commissioning Date:

1. Financial Closure:

Details	Presently indicated in PPA
Location	
Technology	
Certificate from all financial institutions	<p>In case of tie up through Bank / Financial Institutions: -</p> <p>Document from Bank / Financial Institutions certifying arrangement of necessary funds by way of sanction of Loan (to be enclosed).</p> <p>In case of Internal Resources: -</p> <p>Copy of Board Resolution, Audited/Certified Balance sheet, Profit & Loss Account Statement, Bank Statement and Cash Flow Statement in support of availability of Internal resources of the Project Company and of the Company other than Project Company (in case the required funding will be raised from Company other than Project Company) (to be enclosed).</p> <p>Performa for the cases where funding will be from Company other than Project Company.</p>

Note:-

- (i) Copy of Final Detailed Project Report (DPR)
 - (ii) Undertaking by the Project Company that all Consents, clearances and permits required for supply of Power to DNHDDPDCL as per the terms of PPA have been obtained is to be enclosed
2. Copy of Agreement/ MOU entered into / Purchase Order with acceptance, for the supply of Plants and Equipment (to be enclosed)

3. Technical Parameters of the Project

- a) Certificate from Project Company that Technical specifications and directives given in Annexure-A of the RfS will be adhered to (to be enclosed)
- b) Proposed Project configuration as part of DPR of the Project (to be enclosed)

4. Ownership of the Successful Bidder: Latest Shareholding Pattern of the Project Company (including Compulsorily Convertible Debentures (CCDs), Compulsorily Convertible Preferential Shares (CCPS) of the Project Company certified by Chartered Accountant (to be enclosed)

Shareholding pattern is not required to be submitted by a Listed Company.

Note: Declaration of Shareholding Pattern of the Project Company is to be submitted to DNHDDPDCL on monthly basis, i.e., by the 10th day of every month for shareholding status of the Company upto the end of the previous month, till 1 year from the date of commissioning of the project.

5. The above checklist is to facilitate financial closure of projects. For any interpretation the respective provision of RfS / PPA shall prevail.

SCHEDULE 4: Project Location Details

Sl. no	Capacity (MW)	Location Details	Sending Substation/Pooling Station
01			
02			

Annexure – A: 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 IEC/IS 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

The PV modules used in the grid connected solar 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

In addition, PV modules must qualify to IEC 61730 for safety qualification testing @1000 V 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 BIS Standards as specified below:

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electromagnetic Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4
Electrical Safety	IEC 62103/ 62109-1&2
Protection against Islanding of Grid	IEEE1547/IEC 62116/ UL1741 or equivalent EN/BIS Standards
LVRT Compliance	As per the latest JERC/ CERC Guidelines/ Order/ Regulations
Grid Connectivity	Relevant JERC/ CERC Regulations (including LVRT compliance) and Grid Code as amended and revised from time to time.
Rated capacity	Nominal/ Rated output power of the inverter (if different power ratings are mentioned at different temperatures, then power rating at 50°C shall be considered) in kW will be considered as inverter rated capacity.

3. Cables and connectors:

All cables and connectors for used for installation of solar field must be of solar grade which can withstand harsh environment conditions for 25 years from the SCOD of the project and voltages as per latest IEC standards. (Note: IEC Standard for DC cables for PV systems is under development. It is recommended that in the interim, the Cables of 600-1800 Volts DC for outdoor installations should comply with the EN50618/ TUV 2pfg 1169/08/07 or equivalent IS for service life expectancy of 25 years).

4. 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

5. Authorized Test Centres

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 Centres in India. In case of module types/ equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member body accredited Labs abroad will be acceptable.

6. Warranty

- a. PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years from the COD of the project.
- b. The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.
- c. The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- d. The Inverters/PCUs installed in the solar power plant must have a warranty for 5 years.

7. 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):

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)

- v. I-V curve for the module at Standard Test Condition (1000 W/m², AM 1.5, 250C)
- vi. Wattage, I_m, V_m and FF for the module
- vii. Unique Serial No. and Model No. of the module
- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per ISO 9000

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

8. 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 DNHDDPDCL and MNRE or GEDA 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 DNHDDPDCL and MNRE or GEDA to the remote monitoring portal of the power plants on a 24X7 basis.

9. Safe Disposal of Solar PV Modules:

The Bidder will ensure that all Solar PV modules from their plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.

ANNEXURE A1

SAFETY STANDARDS TO BE FOLLOWED FOR BATTERY ENERGY STORAGE SYSTEMS (AS APPLICABLE)

Battery Energy Storage Systems (BESS)

Standard/ Code (or equivalent Indian Standards)	Description
IEC 61427-2 /IEC 62619:2017	Secondary cells and batteries for renewable energy storage for On-grid applications
IEC 62485-2 / UL1642	Safety requirements for secondary batteries and battery installations - to meet requirements on safety aspects associated with the erection, use, inspection, maintenance and disposal: Non-chemistry Specific (applicable to all secondary battery types)
IEC 61508 / UL 9540	Functional Safety of Electrical/Electronic/Programmable Electronic Safety-related Systems: Applicable for all Battery Energy Storage Systems
IEC 62133-1:2017	Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for portable sealed secondary cells, and for batteries made from them, for use in portable applications - Part 1: Nickel systems
IEC 62133-2 :2017	Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for portable sealed secondary cells, and for batteries made from them, for use in portable applications - Part 2: Lithium systems
IEC 62281/UN 38.3	Safety of primary and secondary lithium cells and batteries during transport: Applicable for storage systems using Lithium Ion chemistries
IEC 61850/ DNP3	Communications networks and management systems. (Plant SCADA and the BESS control system communication)
IEC TS 62933-5-1:2017	Electrical energy storage (EES) systems - Part 5-1: Safety considerations for grid-integrated EES systems - General specification

For other technologies being used in ESS, the Developer shall adhere to the relevant environmental and safety standards issued by Government of India from time to time.

Schedule B

FORMULA FOR DETERMINATION OF IMPACT IN TARIFF OR CHARGES DUE TO CHANGE IN LAW

Formula to calculate adjustment in the monthly tariff due to the impact of Change in Law, which is non-recurring in nature—

For Generation Project:—

Let financial impact of change in law = **P**;

then the modification in the monthly tariff (**MT**) for compensating the financial impact is given by—

$$MT = Y/X$$

where **X** = estimated monthly electricity generation (in kWh) = $(1/12)$ [contracted capacity of the power plant as per the Agreement (in MW) × Normative Plant Load Factor (PLF) or Availability factor* or Capacity Utilisation Factor (CUF) (in case of RE), as per the Agreement (in %) × 8760 hours × 10];

(* in case PLF and CUF is not provided, the availability factor mentioned in the agreement may be considered.

$$\text{And } Y = ((P \times M_r)(1 + M_r)^n) / ((1 + M_r)^n - 1)$$

However, it will be true up with reference to the actual generation on annual basis.)

and ;

where,—

n = No. of months over which the financial impact has to be paid (subject to a maximum of 180 months in case of the non-recurring fixed amount but in case of recurring impact it will be till the impact persists); and

$$M_r = \text{monthly rate of interest} = R / (12 \times 100)$$

where **R** = annual rate of interest on loan component (in %) as considered by the Central Electricity Regulatory Commission in its Order for Tariff determination from Conventional or Renewable Energy Sources (whichever is applicable) for the year in which the project is commissioned. In absence of relevant Orders of the Central Electricity Regulatory Commission for the concerned year, the interest rate shall be average interest rate plus 200 basis points above the average State Bank of India Marginal Cost of Funds based leading rate, of one year tenor, prevalent during the last available six months for such period.

Further, generating company or intermediary procurer or the trading licensee shall true up the MT annually based on actual generation of the year so as to ensure that the payment to the affected party is capped at the yearly annuity amount.