



M.P. POWER MANAGEMENT COMPANY LIMITED

CIN: U40109MP2006SGC018637

(A GOVT. OF M.P. UNDERTAKING)

Regd. Office : Shakti Bhawan, Rampur, Jabalpur, MP – 482008

Regional Office : Prakash Parisar, E-4 Arera Colony, Bhopal, MP- 462016

Tel: 0751-2702404, Website : www.mppmcl.com, Email: mppmclwpp@mppmcl.com

NIT TO. 05-01/311187/Wind/976

Date: 23.06.2025

NOTICE INVITING TENDER

Notice Inviting Tender for Procurement of 800 MW Wind Power (with additional capacity upto 100% under Greenshoe Option).

Chief General Manager (Commercial - Non-Conventional Energy) MP Power Management Company Limited, Bhopal on behalf of Managing Director MPPMCL, hereby invites bid for procurement of 800 MW Wind Power from project setup anywhere in India (with additional capacity upto 100% under Greenshoe Option) for 25 years through competitive bidding process.

Interested parties may registered themselves (if not already registered) on the ISN-ETS Portal by visiting website <https://www.bharat-electronictender.com> and tender document will be available for downloading from 18:00 Hrs (IST) 23rd June, 2025.

NIT No.	Cost of Bid Document	Bid Processing Fee	Bid Security/ EMD	Last of Receipt of Pre-bid queries	Date, Time & Venue of Pre-Bid Meeting	Due date for online submission of bid	Techno-Commercial Bid Opening
05-01 /311187/ Wind/976	Rs. 29,500/- (Twenty Nine Thousands & Five Hundreds Only) including GST	Rs. 5 Lacs+ 18% GST for each project from 10 MW to 100 MW Rs. 15 Lacs + 18% GST for each project above 100 MW	6,32,000/- (Rs. Six Lacs Thirty Two Thousands Only) per MW in the form of Bank Guarantee	3 rd July, 2025 upto 10:30 Hours	07 th July 2025 at 12:00 Hours In MPPMCL RO, Bhopal	23 rd July, 2025 upto 15:00 Hours	25 th July, 2025 from 15:00 onwards

Prospective bidders are requested to remain updated for any notices/corrigendum/ amendment/ clarification etc. to the tender document through website <https://www.bharat-electronictender.com> and /or www.mppmcl.com. No separate notification will be issued in the print media or sent individually.

Chief General Manager (Commercial - Non-Conventional Energy) MP Power Management Company Limited reserves the right to accept or reject any or all offers.

RAKESH KUMAR THUKRAL
Digitally signed by RAKESH KUMAR THUKRAL
Date: 2025.06.23 17:52:14 +05'30'

Chief General Manager
(Commercial - Non-Conventional Energy)
MP Power Management Company Limited
Regional Office, Bhopal

REQUEST FOR SELECTION (RfS)

FOR

PURCHASE OF 800 MW WIND POWER THROUGH COMPETITIVE BIDDING PROCESS FOLLOWED BY e-REVERSE AUCTION FROM PROJECTS SETUP ANYWHERE IN INDIA WITH 'GREENSHOE OPTION' OF ADDITIONAL CAPACITY UPTO 100% (800 MW)



RfS No. 05-01/311187/Wind/976

Tender Search Code on ISN-ETS: MPPMCL-2025-TN000003

Dated: 23.06.2025

ISSUED BY:

M.P. Power Management Company Limited

(Wholly owned by Government of Madhya Pradesh)

CIN: U40109MP2006SGC018637

Registered. Office: Shakti Bhawan, Rampur, Jabalpur (M.P.) 482008

**Regional Office: Opposite Bhojpur Club, E-4, Arera Colony, Bhopal (M.P.)
462016**

Website: www.mppmcl.com

Email: mppmclwpp@mppmcl.com

DISCLAIMER

The information contained in the RfS including but not limited to RfS Document or Power Procurement Agreement (PPA) or any other documents/ information provided to the Bidder/s, whether verbally or in writing or in any other form, by or on behalf of MP Power Management Company Limited (MPPMCL) and its employees or advisors is provided to Bidder/s on the terms and conditions set out in the RfS Document.

The RfS Document is not an agreement and further it is neither an offer by MPPMCL to the Bidder/s or any other person. The purpose of the RfS Document is to provide the Bidder/s with information that may be useful to them in the preparation and submission of their Bid/s.

The RfS Document includes statements which reflect various assumptions and assessments arrived at by MPPMCL and its advisors for the procurement of Wind Power. Such assumptions, assessments and statements do not purport to contain all the information that the Bidder/s may require. The information contained in the RfS Document may not be appropriate for all persons and it is not possible for MPPMCL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each person who reads the RfS Document. The assumptions, assessments, statements and information contained in the RfS Document may not be complete, accurate, adequate or correct. Each Bidder should therefore conduct its own investigations, survey, assessment, techno-economic feasibility study, analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in the RfS Document.

The information provided in the RfS Document to the Bidder/s is on a wide range of matters, some of which may depend upon interpretation of the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of the law. MPPMCL, its employees and advisors accept no responsibility for the accuracy or otherwise for any interpretation or opinion on laws expressed in the RfS Document. The bidders are required to verify the legal status and statement of law at their end before participating in the bidding process.

MPPMCL, its employees & advisors make no representation or warranty and shall have no liability to any Person, including any Bidder/s, under any law, statute, rules or regulations or tort or otherwise for any loss, damage, cost or expense which may arise from or that may be incurred or suffered on account of anything contained in the RfS Document or otherwise,

including the accuracy, adequacy, correctness, completeness or reliability of the RfS Document and any assessment, assumption, statement or information contained in the RfS Document or deemed to form part of the RfS Document or arising in any way.

MPPMCL, its employees & advisors also accept no liability of any nature, whether resulting from negligence or otherwise, however caused arising from reliance of any Bidder/s upon the content of the RfS Document.

It shall be deemed that by submitting a Bid, each Bidder/s agrees and releases MPPMCL & its employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for any claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations under the RfS Document and/or in connection with the Bid Process, to the fullest extent permitted by applicable law and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in the future.

MPPMCL may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment, statement or assumptions contained in the RfS Document. The issue of the RfS Document does not imply that MPPMCL is bound to qualify any Bidder or to award the Project to any Bidder. MPPMCL reserves all the right to reject all or any of the Bid/s without assigning any reasons whatsoever.

The statements and explanations contained in this RfS Document and any other document are intended to provide an understanding to the Bidder/s about the subject matter of this RfS Document and should not be construed or interpreted as limiting in any way or manner the obligations of the Successful Bidder/s that will be set out in the Project Agreements or MPPMCL's right to amend, alter, change, supplement or clarify the Projects' scope or the terms of this RfS Document. Consequently, any omissions, conflicts or contradictions in the RfS Document (including this RfS and PPA) shall be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by MPPMCL.

The Bidder/s shall bear their own costs associated with or relating to the preparation and submission of their Bid/s, including copying, postage, delivery charges and expenses associated with any demonstrations or presentations which may be required by MPPMCL, or any other costs incurred in connection with or relating to their Bid/s. All such costs and expenses will be borne by Bidder/s, and MPPMCL, its employees & advisors shall not be liable

in any manner whatsoever for such costs and expenses, regardless of the conduct or outcome of the Bid Process.

Though adequate care has been taken while preparing the RfS Document, the Bidder/s shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder/s before the pre-bid meeting as per Notice Inviting Tender (NIT), then it shall be considered that the RfS Document is complete in all respects and has been received by the Bidder/s.

MPPMCL may at its own discretion suspend, postpone, withdraw or annul the tender process at any stage without assigning any reason thereof and the bidders by participating in the tender process agree to the same and undertake not to raise any objection in this regard.

Place: Bhopal

Dated: 23/06/2025

TABLE OF CONTENTS

DISCLAIMER	2
BID INFORMATION SHEET	7
1. Background & Introduction	12
2. Invitation for Bids	13
3. Scope of Work	17
4. Total capacity offered	17
5. Maximum Eligibility for Contracted Capacity Allocation for a Bidder	17
6. Project Location	18
7. Connectivity with the Grid	18
8. Energy Supply by the Wind Power Developer	23
9. Commencement of Power Supply	25
10. Delay in Commencement of power supply on Account of Delay in GNA/LTA Operationalization	27
11. Early Commencement of Supply of Power	28
12. Obtaining RfS Documents	31
13. Cost of Documents & Bid Processing Fees	31
14. Project Scope & Technology Selection	32
15. Not Used	32
16. Clearances Required from the State Government and Other Local Bodies	32
17. Earnest Money Deposit (EMD)	33
18. Performance Bank Guarantees (PBG)	35
19. Not Used	36
20. Not Used	36
21. Power Purchase Agreement	36
22. Financial Closure or Project Financing Arrangements	39
23. Not Used	41
24. Shareholding by the Project Promoter	41
25. Instructions to Bidders for Structuring of Bid Selections in Response to RfS	42
26. Important Notes and Instructions to Bidders	44
27. Non-responsive Bid	46
28. Method of Submission of Response to RfS by the Bidder	47
29. Notice Board for Display	51
30. Validity of the Response to RfS	51
31. Bid Preparation Cost	51

32.	Clarifications / Pre-Bid meeting / Enquires / Amendments.....	51
33.	Right of MPPMCL to Reject a Bid.....	52
34.	Post Award Compliances	52
35.	Points of Contact in MPPMCL	52
36.	General Eligibility Criteria	55
37.	Technical Eligibility Criteria:	58
38.	Financial Eligibility Criteria:	59
39.	Bid Evaluation	64
40.	Techno-commercial Evaluation of Bidders (Step-1)	64
41.	Financial Bid Evaluation (Step-2):	65
42.	Reverse Auction (Step-3).....	66
43.	Issuance of LOAs.....	69
44.	Capacity Allocation under ‘Green shoe Option’	70
45.	DEFINITIONS.....	73
	Section 7: Formats for Bid Submission	83

BID INFORMATION SHEET

A.	Name of Work / Brief Scope of Work/ Job	Selection of Wind Power Developers for providing upto 800 MW Wind Power from projects set up anywhere in India (with additional capacity upto 100% under Greenshoe Option) to MPPMCL through competitive bidding process followed by reverse e-auction.	
B.	RfS No.& Date	No. 05-01/311187/Wind/976 Date. 23.06.2025	
C.	Type of Bidding System	Single Stage - Single Envelope System	
		Single Stage- Two Envelope System	Yes
D.	Type of RFS/ Tender	E-Tender	Yes
		Manual	
E.	Completion/ Contract period	As per clause 9 & 21 of the RfS Document	
F.	Document Fee/ Cost of RFS Document (non-refundable)	Applicable	Yes
		Non-Applicable	
		Amount: INR 29,500/- (Indian Rupees Twenty-Nine Thousand Five Hundred Only) including GST to be submitted through NEFT/ RTGS transfer in the account of MPPMCL, along with the response to RFS. Bank details are provided under clause 13 of the RfS Document.	
G.	Bid Processing Fee	Applicable	Yes
		Non-Applicable	

		Rs. 5 Lakh +18% GST for each project from 10 MW up to 100 MW. Rs. 15 Lakh + 18% GST for each Project from 100 MW and above, to be submitted through NEFT / RTGS transfer in the account of MPPMCL, along with the response to RfS. Bank details are provided under clause 13 of the RfS Document.					
H.	Earnest Money Deposit (EMD)	<table><tr><td>Applicable</td><td>Yes</td></tr><tr><td>Non-Applicable</td><td></td></tr></table> Amount: INR 6,32,000/- (Indian Rupees Six Lakhs and Thirty-Two Thousand only) per MW to be submitted in the form of Bank Guarantee along with the response to RfS.	Applicable	Yes	Non-Applicable		
Applicable	Yes						
Non-Applicable							
I.	Performance Bank Guarantee (PBG)	<table><tr><td>Applicable</td><td>Yes</td></tr><tr><td>Non-Applicable</td><td></td></tr></table> Amount: INR 31,60,000/- (Indian Rupees Thirty-One Lakhs and Sixty Thousand only) per MW to be submitted in the form of Bank Guarantee.	Applicable	Yes	Non-Applicable		
Applicable	Yes						
Non-Applicable							
J.	Date, Time & Venue of Pre-Bid Meeting	Scheduled as per NIT on ISN-ETS portal and/or MPPMCL website.					
K.	Offline & Online Bid-Submission Deadline	Online - As per NIT on ISN-ETS portal Offline – As per clause 28.1 of RfS					
L.	Techno-Commercial Bid Opening	As per NIT on ISN-ETS portal					
M.	e-Reverse Auction (e-RA)	Will be informed to eligible bidders.					

		Date and time of e-RA shall be intimated through email.
N.	Contact Details of ISN-ETS Portal	M/s Electronic Tender.com (India) Pvt. Ltd. Gurugram Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071,4229072 (From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays) Email: support@isn-ets.com
O.	Name, Designation, Address and other details (For Submission of Response to RfS)	Mr. Rakesh Kumar Thukral Chief General Manager (Commercial – Non-Conventional Energy) Phone: - +91 9406902056 MPPMCL, RO, Opposite Bhojpur Club, E-4, Arera Colony, Bhopal (M.P.) 462016 Email: mppmclwpp@mppmcl.com
P.	Details of persons to be contacted in case of any assistance required	Mr. Rajnish Kumar Reja General Manager (Commercial – Non-Conventional Energy) Phone: - +91 9406902131 MPPMCL, RO, Opposite Bhojpur Club, E-4, Arera Colony, Bhopal (M.P.) 462016 Email: mppmclwpp@mppmcl.com

- I. Bids must be submitted strictly in accordance with Section-2 and 3 of the RfS, depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet.
- II. Bidders are required to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/exceptions.

- III. Any bidder, who meets the Qualifying Requirement and wishes to quote against this RfS, may download the complete RfS document along with its amendment(s) and clarifications if any, from ISN-ETS Portal (<https://www.bharat-electronictender.com>) and/or MPPMCL website (<https://www.mppmcl.com>) and submit their Bid complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission.
- IV. Clarification(s)/ Corrigendum(s), if any, shall also be available on the above referred websites.

Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the websites <https://www.bharat-electronictender.com> and <https://www.mppmcl.com>. No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on <https://www.mppmcl.com> and the details will be available only from <https://www.bharat-electronictender.com>.

SECTION 1: INTRODUCTION & INVITATION FOR BIDS

1. Background & Introduction

- 1.1** The M.P. Power Management Company Limited (MPPMCL), on behalf of the three Discoms viz Madhya Pradesh Madhya Kshetra Vidyut Vitaran Company Ltd, Madhya Pradesh Poorv Kshetra Vidyut Vitaran Company Ltd and Madhya Pradesh Paschim Kshetra Vidyut Vitaran Company Ltd. which are engaged in the distribution of electricity in their respective distribution area, in accordance with the “Management and Corporate Functions Agreement” executed on 05th June 2012, is authorized to procure power for the requirements of these Discoms.
- 1.2** In order to fulfill the Renewable Purchase Obligation (RPO) and to meet the future requirements of Discoms, MPPMCL intends to procure wind power up to capacity of 800 MW through Competitive Bidding Process followed by e-reverse auction and additional up to 100% (800 MW) of wind power under ‘Greenshoe Option’.
- 1.3** Ministry of Power (MoP) has issued “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects” vide Gazette Resolution dated 26th July 2023. Subsequently, the Ministry has issued “Amendment to the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects” on 17th November 2023 and 2nd February 2024. This Request for Selection document (hereinafter called RfS) has been prepared in line with the Guidelines issued by MoP dated 26th July 2023 & its amendment(s) thereto.
- 1.4** As part of the above scheme, MPPMCL wishes to invite proposals for supplying Wind Power for an aggregate capacity of 800 MW with additional up to 100% (800 MW) power under ‘Greenshoe Option’, on Build Own Operate Maintain (BOOM) basis. For an aggregate capacity of 800 MW, MPPMCL shall enter into a Power Purchase Agreement (PPA) with the successful Bidders selected based on this RfS for purchase of Wind Power for a period of 25 years from the Commercial Operation Date (COD) of the project based on the terms, conditions and provisions of the RfS and PPA. In case of bidders offering wind power from already commissioned projects, the PPA for such bidders will be executed for the remaining useful life of the project considering the useful life of 25 years from commissioning.

- 1.5** The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available for such Projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all Bidders at the time of tendering itself, it is up to the Bidders to avail various tax and other benefits. No claim shall arise on MPPMCL for any liability if Bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. MPPMCL does not, give a representation on the availability of fiscal incentive and submission of bid by the Bidder shall be independent of such availability or non-availability as the case may be of the fiscal incentives.
- 1.6** No separate Financial Assistance is envisaged for implementation of the Projects selected under this RfS.

2. Invitation for Bids

- 2.1** A Single Stage, Two-Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of this RfS. The respective rights of MPPMCL and the Bidder/WPD shall be governed by the RfS Documents/PPA signed between MPPMCL and the WPD for the Project.
- 2.2** Interested bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> (“ETS portal”) through M/s Electronic Tender.com (India) Pvt. Limited to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Electronic Tender.com (India) Pvt. Limited, New Delhi to complete the registration formalities. Contact details of ISN-ETS is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ISN-ETS are mentioned in the subsequent RfS documents.
- They may obtain further information regarding this RfS from the regional office of MPPMCL at the address given on the Bid Information Sheet from 10:00 hours to 18:00 hours on all working days.

For proper uploading of the bids on the ETS portal, it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting M/s Electronic Tender.com (India) Pvt. Limited (ETI) directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. MPPMCL in no case shall be responsible for any issues related to timely or properly uploading / submission of the bid in accordance with the relevant provisions of the Bidding Documents.

2.3 Bidders should submit their bid proposal complete in all respect on or before last date and time of Bid Submission as mentioned on ISN-ETS Portal (<https://www.bharat-electronictender.com>), MPPMCL website <https://www.mppmcl.com/> and as indicated in the Bid Information Sheet.

2.4 Bidder shall submit bid proposal along with non-refundable RfS Document Fees, Bid Processing Fees and Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Bid proposals received without the prescribed Document Fees, Bid Processing Fees and EMD will be rejected. In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.

2.5 RfS documents can be downloaded from the ISN-ETS Portal or from MPPMCL website. It is mandatory to download official copy of the RfS Document from Electronic Tender System (ISN-ETS) Portal to participate in the RfS. Any amendment(s) /corrigendum(s) / clarification(s) with respect to this RfS shall be uploaded on ISN-ETS website. The Bidder should regularly check for any Amendment(s) / Corrigendum(s) / Clarification(s) on the above mentioned ISN-ETS website. The same may be uploaded on MPPMCL website also. However, in case of any discrepancy, the information available on ISN-ETS Portal shall prevail.

2.6 MPPMCL reserves the right to cancel/ withdraw/ defer this bidding process at any stage without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

2.7 MPPMCL has issued this RfS in the capacity of “Procurer” as defined in the aforementioned Guidelines. MPPMCL may develop a suitable monitoring mechanism, to analyze the performance of the project and carry out random checks to verify compliance of quality standards.

2.8 Interpretations

- Words comprising the singular shall include the plural & vice versa.
- An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.

SECTION 2: SPECIAL CONDITIONS OF CONTRACT

3. Scope of Work

- 3.1.** Under this RfS, the Wind Power Developer shall be required to supply Wind Power to MPPMCL, from the already commissioned projects or new project to be commissioned within the stipulated time period provided under this RfS up to the Delivery Point at its own cost and as per the provisions of the RfS and PPA.
- 3.2.** Identification of land, installation and ownership of the Project, along with obtaining connectivity and necessary approvals and interconnection with the ISTS network or InSTS network (as applicable) for supply of power to MPPMCL, will be under the scope of the WPD. For the purpose of InSTS interconnection, the project shall be located in Madhya Pradesh.
- 3.3.** The Projects to be selected under this scheme provide for deployment of Wind Power Technology.

4. Total capacity offered

- 4.1.** Selection of Wind Power Projects for a total capacity of 800 MW will be carried out through e-bidding process. The total capacity of 800 MW will be awarded for injection at ISTS substations or InSTS Substation of Madhya Pradesh.
- 4.2.** MPPMCL shall allocate and tie-up additional capacity up to 800 MW under 'Greenshoe Option' in accordance with Clause 44 of the RfS.

5. Maximum Eligibility for Contracted Capacity Allocation for a Bidder

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

- 5.1.** A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum quantum of Contracted Capacity of 50 MW for ISTS & 10 MW for InSTS Connected Projects and a maximum quantum of 400 MW, in the prescribed formats.

Note: In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 26% shareholding in more than one Bidder participating in the RfS, each of such Bidders will be required to submit the Disclosure as per Format 7.8A. In all other cases, Format 7.8 will be applicable.

- 5.2.** The total capacity to be allocated to a Bidder shall be up to 400 MW and additional 400 MW under Greenshoe Option.

5.3.The evaluation of bids shall be carried out as described in Section-5 of the RfS. The methodology for Allocation of Capacities is elaborated in Section-5 of the RfS.

5.4.Multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

6. Project Location

6.1.The Projects shall be located at the locations chosen by the Bidder/WPD at its own discretion cost, risk and responsibility.

6.2.The term “Project” shall have the meaning as defined in Section-6 of the RfS and shall refer to the Project capacity as quoted by the Bidder (at the time of bidding)/awarded to the Bidder (after issue of LoA).

6.3.The WPDs are free to change the Project location up to the deadline for Financial Closure as per Clause 22. The above change in Project Location shall be allowed by MPPMCL only in case the scheduled commissioning date of the ISTS/InSTS substation of the proposed revised Project Location is on or before the scheduled commissioning date of the existing Project Location, at the time of seeking approval from MPPMCL by the WPD. Implications of any delay in obtaining connectivity and subsequently, commencement of supply of power on account of the above, will be borne by the WPD.

7. Connectivity with the Grid

The Projects shall be located at the locations chosen by the Bidders at its own discretion and cost, risk and responsibility. However, the Project location should be chosen taking cognizance of the following provisions:-

- 7.1.**The project should be designed for interconnection with ISTS (CTU) / InSTS (STU-MPPTCL) through a dedicated transmission line for the delivery of energy at the Delivery Point. The WPD may choose to interconnect the Project at the InSTS/STU substation at a minimum voltage level as per the applicable MPERC regulations. Reference to CEA regulations with respect to connectivity and synchronization with the grid will also mean reference to the applicable SERC/State Government regulations for InSTS-connected Projects. For interconnection with the grid and metering, the WPD shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other regulations/procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA).
- 7.2.**The responsibility of getting the ISTS/InSTS connectivity shall entirely be of the WPD and shall be at the cost of the WPD, in line with applicable regulations. With such availability of transmission system being dynamic in nature, the Bidder has to ensure actual availability of power injection/evacuation capacity at an ISTS/InSTS substation. The transmission of power up to the point of interconnection where metering is done for energy accounting, shall be the responsibility of the WPD at its own cost. The maintenance of transmission system up to the Interconnection Point shall be responsibility of the WPD, to be undertaken entirely at its cost and expense.
- 7.3.**The arrangement of connectivity can be made by the WPD through a transmission line up to the Interconnection Point. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point will be borne by the WPD.
- 7.4.** For the Wind Power projects having capacity equal to or more than 100 MW, the intra-state transmission line (alongwith feeder bays at EHV S/s) for power evacuation from Pooling Substation of project developer to EHV Substation will be developed by MPPMCL through MPPTCL.

In case creation of a new EHV S/s is required for evacuating wind power, then the adequate land for creation of EHV S/s shall be provided by the bidder (Wind Project Developer –WPD) subject to required approval by MPPTCL/MP-STU. Two or more successful bidders (WPD) having joint capacity equal to or more than 100 MW can also make a similar request. SCOD of the project will be after 24 months or six months from the expected date of completion of transmission line work, whichever is later. The development of required intra-state transmission infrastructure to facilitate evacuation of power from prospective Wind Power Project shall be governed under the provisions of prevailing regulations of MPERC etc. and subject to competent approval.

7.5.The WPD shall be required to follow the Detailed Procedure as issued by CERC/CTU under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022 or MPERC Regulation as applicable. The WTGs and Wind Project shall comply with all the technical requirements specified under Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, including subsequent amendment and clarifications issued thereto, as well as other Rules/Regulations issued by CERC/CEA/MPERC and as amended from time to time. It is further clarified that the Entities (WPD and MPPMCL) as indicated in the procedure issued under the above Rules/Regulations, will be responsible for their respective obligation as notified in the procedure, irrespective of the provisions of the RfS and PPA. The Projects shall also comply with the Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, including subsequent amendments and clarifications issued thereto.

7.6.All expenses including wheeling/transmission charges and losses between the Project and the Delivery Point shall be paid by the Successful Bidder without any reimbursement by MPPMCL.

- 7.7.** The WPD shall comply with CERC/MPERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to Connectivity. The scheduling of power from the Project as per the applicable regulation shall be the responsibility of the WPD and any financial implication on account thereof shall be borne by the WPD. In order to remove potential discrepancies and ambiguities, the WPDs are hereby instructed that, as part of scheduling of power from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of all the RLDCs/SLDCs concerned for the corridor of power flow, including the RLDC/SLDC of MPPMCL, as per the Regulations in force, under intimation to MPPMCL. MPPMCL may facilitate in identification of any discrepancy and assist the WPD for its early rectification without any liability on MPPMCL. The WPD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.
- 7.8.** Reactive power charges and charges against power drawn from grid as per CERC/MPERC regulations, shall be payable by WPD as per provisions of PPA. Metering arrangement for the Project shall have to be adhered to in line with relevant provisions of the PPA.
- 7.9.** Pursuant to Clause 7.5 above, the MPPMCL will be responsible for obtaining General Network Access (GNA) and shall bear all transmission charges and losses and any other charges as applicable under the respective regulations beyond delivery point.
- 7.10.** The WPDs will be required to apply for connectivity at the identified substation, as mentioned in the Covering Letter (Format 7.1), within 30 days after the date of tariff adoption by the Appropriate Commission, and shall furnish copies of the application, complete in all respect, to MPPMCL within 15 days of date of filing of application. WPD shall also have to provide the copy of in-principle grant of connectivity, final grant of connectivity, connectivity agreement within 15 days of issuance of letter by CTU or STU / signing of connectivity agreement, as the case may be, to MPPMCL.
- 7.11.** The WPD has to follow the timelines mentioned in the GNA regulation with respect to Connectivity or MPERC Regulations as applicable. In case the connectivity gets revoked due to non-compliance of WPD, in such case the capacity may not be off-taken and WPD will keep MPPMCL indemnified from any losses; further, the WPD shall be liable for any penalty for non-performance as specified in the RfS/PPA.

- 7.12.** After fulfilling the compliances, in case the WPD fails to obtain the full/part connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the WPD to MPPMCL. In such case the WPD will be allowed for another 90 days to apply for connectivity from the date of rejection by the CTU/STU.
- 7.13.** For avoidance of doubt, it is clarified that in case there is any liability on MPPMCL or any entity on behalf of MPPMCL to bear any losses or charges and/or penalty, interest etc. in relation to the wheeling/transmission of electricity from the Project up to the Delivery Point for any reason, the same shall be recovered from the monthly bill of the WPD.
- 7.14.** MPPMCL shall approach the MPERC for adoption of tariff under section 63 of the Act within the 30 (thirty) days of the discovery of tariffs in the competitive bidding process. In case, the MPERC does not decide upon the same within 60 (sixty) days of such submission or within 120 (one hundred and twenty) days from the date of PPA, whichever is more, the MPPMCL shall grant appropriate extension of time in Schedule Commencement of Supply Date (SCSD) to the WPDs, corresponding to the delay [beyond 60 (sixty) days of submission or 120 (one hundred and twenty) days of PPA whichever is more] in adoption/ approval by the MPERC till the date of adoption/ approval by the MPERC.
- 7.15.** Govt. of India from time to time has been issuing Order for waiver of ISTS charges and losses on transmission of wind power. ISTS Charges and losses on transmission of power, including waiver of wind power, shall be as per extant rules and regulations.
- 7.16.** For avoidance of doubt, it is to clarify that in case of ISTS Connected Projects, MPPMCL shall consider the following ISTS Charges & Losses for evaluating the competitiveness of the project and the same shall be loaded on the initial quoted tariff for conducting the e-Reverse Auction.

S. No	Commissioning Period	ISTS Charges (Rs/kWh)	ISTS Loss (Rs/kWh)
1.	Before 01.07.2025	NIL	0.14
2.	Between 01.07.2025 to 30.06.2026	0.15	0.14
3.	Between 01.07.2026 to 30.06.2027	0.30	0.14
4.	Between 01.07.2027 to 30.06.2028	0.45	0.14
5.	After 30.06.2028	0.60	0.14

7.17. However, post e-Reverse Auction, the LoA will be issued to the bidders after reducing the ISTS Charges & Losses considered for evaluation from the discovered tariff. Such tariff will be the Applicable Tariff and same shall be the Tariff under the PPA.

7.18. The Successful Bidder shall not be entitled to deemed generation in case of any delay in grant of connectivity.

8. Energy Supply by the Wind Power Developer

8.1. Criteria for Energy Supply

The Bidders will declare the annual CUF of the Projects at the time of submission of response to RfS, and the WPDs will be allowed to revise the same once within first three years after SCSD. The revised CUF shall be greater than the CUF initially quoted by the Bidder. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared/revised annual CUF shall in no case be less than 22%. The WPD shall maintain energy supply so as to achieve annual CUF not less than 80% of the declared/revised value and not more than 120% of the declared/revised CUF value, during the PPA duration. The lower limit will, however, be relaxable by MPPMCL to the extent of non-supply on account of Force Majeure.

For the first year of operation of the Project or supply from the project, the annual CUF shall be calculated for the complete calendar year after SCSD of the Project. Subsequently, the annual CUF will be calculated every year from 1st April of the year to 31st March next year. Similarly, for the last year of operation of the Project, the annual CUF shall be calculated for the complete calendar year before the expiry of the PPA.

- a) The WPDs are free to install additional wind turbines in the Projects, subject to the following conditions: Details of the overall Project configuration, including details of additional capacity that WPD is proposing to install in the Project, must be provided within 30 days of issuance of LoA.
- b) Excess generation on account of the above additional installed capacity shall be treated in line with provisions of Article 4.4 of the PPA.
- c) The WPD will undertake that such installed capacity over & above the contracted capacity would not cause any disturbance in the grid system, at no instance, power more than the contracted capacity under the PPA would be injected into the grid, and they will always comply with the terms of the PPA in this regard. This undertaking will be submitted to MPPMCL/CTU/STU.

- d) With Connectivity to the ISTS/InSTS being a technical requirement, the WPD should inform the entire capacity that is proposed to be installed along with all the data/models (individual as well as aggregated) to CTU/GRID-INDIA/STU.
- e) All the Wind Turbine Generators (WTGs) shall comply with all the technical requirements specified in CEA “Technical Standards for Connectivity to the Grid, 2007” and subsequent amendments.
- f) At all-times, the WPD shall have to follow the applicable Indian Electricity Grid Code /Rules /Regulation /Procedures issued by MoP /CEA /CERC /CTU /GRID-INDIA /MPERC for all WTGs, including additional WTGs, installed under the Project.
- g) WPD shall provide each single WTG level data to CTU/GRID INDIA/STU/MPPMCL for all the turbines installed in the project.
- h) WPD would be permitted Connectivity as per the applications to CTU/STU. In case of installation of any excess capacity beyond the quantum for which Connectivity has been sought, the WPD would be required to capture all details of the same in their application formats as per the Connectivity procedure. It shall be ensured that such excess capacity added, fully complies with CEA (Technical Standards for connectivity to the Grid) Regulations 2007 (as amended) and all mandated documents/test reports shall be furnished in support of above.
- i) This additional installation of WTGs is a prerogative of the WPD to utilize their AC infrastructure optimally. Financial implications of applicability of relevant provisions of the PPA, i.e. Liquidated Damages, relief on account of Change in Law, etc. will be governed by the Contracted Capacity only.

8.2.Shortfall in Generation

If for any Contract Year, it is found that the Successful Bidder has not been able to generate minimum energy corresponding to the value of annual CUF within the permissible lower limit of 80% of Declared/Revised CUF, on account of reasons solely attributable to the Successful Bidder, such shortfall in performance shall make the Successful Bidder liable to pay the compensation @ 50% (fifty percent) of the PPA tariff to MPPMCL. This will, however, be relaxable by MPPMCL to the extent of grid non-availability for evacuation (beyond the Delivery Point) which is beyond the control of the Successful Bidder. This compensation shall be applied to the amount of shortfall in generation during the Contract Year. However, this compensation shall not be

applicable in events of Force Majeure identified under the PPA with MPPMCL, affecting supply of wind power by the Successful Bidder.

9. Commencement of Power Supply

The WPD shall commission the Project in line with the provisions of the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023 or MPERC Regulation, as amended from time to time and as applicable. In line with this regulation, the WPD proposing the Project, or its part, for trial run or repeat of trial run shall give a notice of not less than seven (7) days to the concerned RLDC/MP SLDC as the case may be and MPPMCL. However, in case the repeat trial run is to take place within 48 hours of the failed trial run, fresh notice shall not be required.

The WPD shall submit requisite documents as mentioned below, at least 30 days prior to trial run of the Project –

- i. Intimation regarding the timeline for commencement of supply of power from the Project.
- ii. Copy of CON-4 report submitted to CTU.
- iii. CEI/CEIG (as applicable) report containing approval for all the components, including WTGs, inverters, transformers, Transmission system and protection system, along with all annexures/attachments. It would be the responsibility of the WPD to obtain the certificate.
- iv. Approval of Metering arrangement/scheme from CTU/GRID-INDIA/MPPTCL/MP Discoms any other concerned authority as applicable
- v. Plant Layout, Plant (AC & DC) SLD Affidavit certifying that the WPD has obtained all the necessary approvals for commencement of power supply from the Project, and indemnifying MPPMCL against any discrepancies in the above details.
- vi. Affidavit from the WPD certifying possession of land identified for the Project, bearing the details of such land parcels where Project is located, and indemnifying MPPMCL against any discrepancies in the above details.
- vii. Documents to establish the compliance of technical requirement as per PPA/RfS.

- viii. Invoices against purchase of the WTGs, Inverters/PCUs, WMS, and SCADA along with the summary sheet containing the list of all the invoices, inverters including details and number of items. Lorry Receipts for delivery of WTGs and inverters at site along with certified summary sheet by the authorized signatory.
- ix. In addition to the above, the WPD shall provide coordinates of WTGs, details of storage systems (if any), RLMM certificates, insurance documents of Project, online monitoring facility as stated vide Clause 7, Annexure-B, of the RfS.

It is clarified that MPPMCL shall bear no responsibility in declaration of commissioning/COD of the Project. However, on the basis of above documents, MPPMCL shall provide declaration/COD of the project.

9.1.Part Commencement of Supply of Power:

Part Commencement of supply of power from the Project shall be accepted by MPPMCL subject to the condition that the minimum capacity for acceptance of first part shall be 50% of Project Capacity or 50 MW whichever is lower, without prejudice to the imposition of penalty, in terms of the PPA on the part which has not yet commenced supply of power. However, in case of an ISTS-connected Project, first part for acceptance of commencement of supply of power shall be at least 50 MW whereas in case of InSTS-connected project, first part for acceptance of commencement of supply of power shall be at least 10 MW. The projects can further commence supply of power in parts of at least 10 MW capacity; with last part as the balance capacity.

However, the SCSD will not get altered due to part commencement of supply of power. 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 SCSD or from the revised SCSD to the extent of extension given by the MPPMCL on the grounds which are beyond control of the WPD.

9.2.Commencement of Supply schedule and Penalty for Delay in Commencement of Supply

- i. In case of projects to be commissioned, the SCSD for supplying power from the full Project Capacity shall be the date as on 24 months from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 01.07.2024 then SCSD shall

be 01.07.2027). However, where the successful bidder has proposed to supply power from their existing wind project, in such case the SCSD shall be from the date of signing of PPA or Adoption of Tariff by Appropriate Commission, whichever is later.

- ii. The maximum time period allowed for commencement of supply of power from the full Project Capacity with applicable penalty, shall be limited to the date as on 6 months from the SCSD or the extended SCSD (if applicable).
- iii. In case of delay in commencement of supply of power beyond the SCSD until the date as per Clause 9.2.ii. above, as part of the penalty, the total PBG amount for the Project shall be encashed on per-day-basis and proportionate to the Contracted Capacity that has not commenced supply of power. For example, in case of a Project of 240 MW capacity, if commencement of power supply from 100 MW capacity is delayed by 18 days beyond the SCSD, then the penalty shall be calculated as: $\text{PBG amount} \times (100/240) \times (18/180)$. For the purpose of calculations of penalty, 'month' shall be considered consisting of 30 days. Additionally, in case the commissioning of ISTS Connected Project is delayed resulting into delay in SCSD, then the difference between the ISTS Charges considered for bid evaluation and ISTS Charges applicable for relevant period as mentioned above under Clause 7.16 shall be reduced from the PPA Tariff. For example, if the original commissioning date as provided by successful bidder was 01.01.2027 (ISTS Charges Rs 0.30/kWh), however the project is delayed by 5 months and the actual commissioning date is 01.07.2027 (ISTS Charges Rs 0.45/kWh), then the PPA tariff will be reduced by Rs 0.15/kWh.
- iv. For delay in commencement of power supply beyond the date as per Clause 9.ii. above, the Contracted Capacity shall stand reduced to the Project capacity that has commenced supply of power until the date as per Clause 9.2. above, and PPA for the balance Contracted Capacity will stand terminated.

10. Delay in Commencement of power supply on Account of Delay in GNA/LTA

Operationalization

The responsibility of obtaining General Network Access (GNA) for ISTS or LTA in case of InSTS, as applicable shall be of the MPPMCL, if required. The responsibility of getting Transmission Connectivity to ISTS network under GNA regulation or Connectivity to InSTS under MPERC Regulations will lie with the Generator and shall

be at the cost of Generator. Subsequent to grant of connectivity to WPD, in case there is a delay in grant/operationalization of GNA (if required) by the CTU or LTA by STU and/or there is a delay in readiness of the ISTS/InSTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS/InSTS network until SCSD of the Project, and it is established that:

- a. The WPD has complied with the complete application formalities as per Clause 7.7 above and as per the Detailed Procedure as issued by the CTU/STU as applicable,
- b. The WPD has adhered to the applicable regulations/procedures in this regard as notified by the CERC/CEA/MPERC, and
- c. The delay in grant of connectivity under GNA by the CTU or LTA by STU and/or delay in readiness of the ISTS/InSTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS/InSTS network, is a factor attributable to the CTU/STU and is beyond the control of the WPD;

The above shall be treated as delays beyond the control of the WPD and SCSD for such Projects shall be revised as the date as on 60 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or grant/operationalization of GNA/LTA. Decision on requisite extension on account of the above factor shall be taken by MPPMCL.

In case of delay in commencement of power supply from the Project due to reasons beyond the reasonable control of the WPD, MPPMCL may extend the SCSD after examining the issue on a case-to-case basis.

Further, in case of delay in commencement of power supply from the Project on account of reasons solely attributable to the WPD, resulting in any liquidated damages/penalty levied on the Buying Entity including Transmission charges under the GNA Regulations and/or applicable regulation as notified by CERC/MPERC, such damages/penalty shall be passed on to the WPD.

11. Early Commencement of Supply of Power

The WPD shall be permitted for commencement of supply of power from full as well as part capacity of the Project even prior to the SCSD, subject to availability of transmission connectivity and Long-Term Access (LTA)/General Network Access

(GNA). Early commencement of power supply from the Project will be allowed solely at the risk and cost of the WPD. In cases of early part or full commencement of supply of power, the WPD shall give fifteen (15) days advance notice to MPPMCL regarding the advance commissioning of full or part capacity. MPPMCL shall give acceptance for availing such power within 15 days from the date of service of such notice. In cases of early part or full commencement of supply of power subject to acceptance by MPPMCL, the power shall be purchased at PPA Tariff by the Procurer(s).

In case, MPPMCL do not give their acceptance to purchase power within the above stipulated period, the WPD can sell the power to the extent not accepted by MPPMCL in the power exchanges or through bilateral arrangements until SCSD or the date of commencement of procurement of power from the Project as notified by MPPMCL, whichever is earlier.

SECTION 3: STANDARD CONDITIONS OF CONTRACT

12. Obtaining RfS Documents

Interested bidders have to download the official copy of RfS & other documents after login into the ISN-ETS portal by using the Login ID & Password provided by ISN-ETS during registration (Refer Annexure - A). The bidder shall be eligible to submit/ upload the bid document only after logging into the ISN-ETS portal and downloading the official copy of RfS.

13. Cost of Documents & Bid Processing Fees

Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with a non-refundable Cost of RfS document and Bid Processing Fee as mentioned in the Bid Information Sheet. A Bidder will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. Payments against Cost of RfS document and Bid Processing Fee shall be done only through NEFT/RTGS (electronic transfer), and the Bidder shall submit the transaction receipt, as part of the online bid submission.

The bank details of MPPMCL are provided below:

GST No: 23AAECM7649C1ZL

PAN: AAECM7649C

Name of Bank: State Bank of India

A/c Name: M.P. Power Management Co. Ltd.

Bank A/c No: 30062572610

IFSC Code: SBIN0007934

Branch: Nayagaon, Rampur, Jabalpur (MP)

Upon making the necessary payments, the prospective Bidders shall immediately write to MPPMCL (mailing to mppmclwpp@mppmcl.com), providing the payment details along with name and registered address of the Bidder (with GSTIN of the paying entity), to enable seamless issuance of payment invoices for taxation purpose. MPPMCL will not be liable for any delay in issuing necessary invoices in this regard.

Bids submitted without cost of the RfS document and/or Bid Processing Fee and/or Bank Guarantee against EMD (including partial submission of any one of the respective amounts), may be liable for rejection by MPPMCL.

MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/DIC/Udyog Aadhar only are exempted from submission of Cost of RfS Document, Bid Processing Fee & Earnest Money Deposit (EMD). For a Consortium to be eligible for exemption from submission of Cost of RfS document, Bid Processing Fee & Earnest Money Deposit, all the members of the Consortium shall be registered as MSME.

14. Project Scope & Technology Selection

Under this RfS, the Wind Power Developer shall be required to supply Wind Power from the already commissioned project or set up ISTS/InSTS connected Wind Power Projects, including the transmission network up to the Interconnection/ Delivery Point with the primary objective of supplying wind power to MPPMCL, at its own cost and as per the provisions of the RfS and PPA.

Identification of land, installation and ownership of the Project, along with obtaining connectivity and necessary approvals and interconnection with the ISTS network/InSTS network (as applicable) for supply of power to MPPMCL, will be under the scope of the WPD. For the purpose of STU interconnection, WPD shall install the Project in the State of Madhya Pradesh.

15. Not Used

16. Clearances Required from the State Government and Other Local Bodies

The Bidders are required to obtain all necessary clearances and permits as required for setting up the Wind Power Projects at their own cost, including but not limited to the following:

- a) No Objection (NOC) / Environmental Clearance (if applicable) for the Project.
- b) Forest Clearance (if applicable) for the land for the Project and evacuation infrastructure upto substation.
- c) Clearance from Airport Authority of India (AAI), National Highway Authority of India (NHAI), Indian Railways (IR) (if applicable)
- d) Approval for Water from the concerned authority (if applicable) required for the Project
- e) No Objection Certificate from Ministry of Defense (MoD), if applicable The Bidders setting up Projects in the vicinity of Air Force bases / Aerodromes, are

advised to apply for necessary MoD clearance / NOC from MoD within 30 days of Effective Date of PPA.

- f) Any other clearances as may be legally required, in order to establish and operate the Project.

The above clearances, as applicable for the Project, shall be required to be submitted prior to commissioning of the Project. In case of any of the clearances as indicated above being not applicable for the said Project, the Bidder shall submit an Undertaking in this regard, and it shall be deemed that the Bidder has obtained all the necessary clearances for establishing and operating the project. Any consequences contrary to the above shall be the responsibility of the Bidder. The developer shall also comply with all the laws, regulations, orders and procedures issued by the appropriate authority, applicable for setting up and implementing the Project.

The developer shall be required to follow the applicable rules regarding project registration with the State Nodal Agency in line with the provisions of the applicable policies/regulations of the State where the Projects are being located. It shall be the responsibility of the WPD to remain updated about the applicable charges payable to the SNA under the respective State Policy.

17. Earnest Money Deposit (EMD)

Earnest Money Deposit (EMD) of INR 6,32,000/MW (Indian Rupees Six Lakhs and Thirty-Two Thousand/MW) in the form of Bank Guarantee according to Format 7.3A and valid for 12 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes. Electronic Bank Guarantee (e-BG) is also acceptable against EMD under this RfS.

- 17.1.** The Bidder shall furnish the Bank Guarantees towards EMD from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

The EMD shall be valid as per the timelines stipulated above. Shortfall in the EMD validity shall be acceptable only in the following cases:

- i. If bidder has submitted the EMD with validity as per original bid submission date or
- ii. as per any revised submission date and if the deadline for submission of bids has been extended further, the EMD shall be acceptable provided, the EMD is valid for more than two months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required.

17.2. MPPMCL has agreed to accept the EMD in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the EMD Bank Guarantee shall be encashable, for being appropriated by MPPMCL in terms of the guarantee, as in the case of appropriation of the cash deposit lying with MPPMCL.

17.3. Forfeiture of EMD

The BG towards EMD shall be encashed by MPPMCL in the following cases:

- i) If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
- ii) The selected Bidder for the Project selected based on this RfS is required to sign PPA with MPPMCL within the timeline as stipulated in Clause 21 of the RfS. In case, MPPMCL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 21 of the RfS, or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the EMD shall be encashed by MPPMCL from the Bank Guarantee available with MPPMCL (i.e. EMD) as penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect. It is further clarified that the Penalties are genuine pre-estimate and Bidder/WPD agrees that in case of invocation of BG, MPPMCL is under no obligation to produce any estimate of loss in this regard
- iii) If after issuance of LoA, it is found that the documents furnished by the bidders as part of response to RfS are misleading or misrepresented in any way

18. Performance Bank Guarantees (PBG)

Bidders selected by MPPMCL based on this RfS shall submit Performance Guarantee for a value @ INR 31,60,000/MW (Indian Rupees Thirty-One Lakhs and Sixty Thousand/MW/Project) prior to signing of PPA. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3 B with a validity period up to (& including) the date as on 12 months after the SCSD of the Project. On receipt and after successful verification of the total PBG in the acceptable form, the BG submitted towards EMD shall be returned by MPPMCL to the successful Bidder. It may be noted that PPA will be signed only upon successful verification of the PBG submitted by the WPD. Electronic Bank Guarantee (e-BG) is also acceptable against PBG under this RfS. Prior to signing of PPA, in case of any shortfall in validity of the PBG, the same will be acceptable, subject to the condition that the PBG validity is enhanced by the WPD prior to expiry of validity of the PBG.

- 18.1.** The PBGs are required to be submitted in the name of the entity signing the PPA. In case of PPA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG may be submitted in the name of the successful bidder at an earlier date, if the bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of the SPV, prior to signing of PPA, subject to submission of Board Resolution from the Successful Bidder to transfer the project to its SPV and Board Resolution from the SPV accepting the said Project from the Successful Bidder.
- 18.2.** The WPD shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the Project being implemented through a SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Clause 38.3 of the RfS.
- 18.3.** The format of the Bank Guarantees prescribed in the Format 7.3 A (EMD) / 7.3 B (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed.
- 18.4.** MPPMCL has agreed to accept the PBG in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position

intimated to the bidder that, the PBG shall be encashable for being appropriated by MPPMCL in terms of the guarantee, as in the case of appropriation of the cash deposit lying with MPPMCL.

18.5. Not used.

18.6. The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act applicable in Madhya Pradesh.

18.7. All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/WPDs. Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to State Bank of India, Bank IFSC: SBIN0007934, Client Name: M.P. Power Management Co. Ltd and a confirmation in this regard is received by MPPMCL". Message Type: IFN760COV is to be used by the issuing bank.

18.8. In case of Bank Guarantees issued by foreign branch of a Scheduled Commercial Bank, the same is to be endorsed by the Indian branch of the same bank or SBI, and the endorsing bank would be required to provide the SFMS confirmation.

18.9. After the bidding process is over, MPPMCL shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days after issuance of LoA to the successful bidders. The PBG of WPDs shall be returned to them, as per Terms of PPA, after taking into account any penalties due to delays in SCSD as per Clause 9 and 10 of the RfS.

19. Not Used

20. Not Used

21. Power Purchase Agreement

21.1. MPPMCL shall enter into Power Purchase Agreement (PPA) with Bidders selected based on this RfS. A copy of standard PPA to be executed between MPPMCL and the selected WPD is available on ISN-ETS Portal and also in MPPMCL website. The PPA may be signed within 30 (thirty) days from the date of issue of Letter of Award (LoA) or any other date as decided by MPPMCL from time to time but not more than twelve months from the LOA date. PPA will be executed between MPPMCL and selected bidder or its SPV.

Further, at the time of bid submission, the bidder shall provide a tentative hourly generation profile for a representative day for each month in a single year, indicating tentative energy (MWh) and power (MW) to be supplied under the PPA, as per Appendix-I and II of the Covering Letter (Format-7.1). Delay in meeting the PPA timelines on account of changes in the Project parameters from the data as submitted in the Covering Letter (Format 7.1), shall be at the risk and cost of the Successful Bidder.

- 21.2.** The PPAs shall be valid for a period of 25 years from the actual commissioning of the project. Any extension of the PPA period beyond 25 years shall be through mutual agreement between the MPPMCL and WPD, as the case may be, as approved by the Appropriate Commission, provided that the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators permit operation of the Project beyond the initial period of 25 years.
- 21.3.** The PBG as per Clause 18 shall be submitted by the WPD prior to signing of PPA. Before signing of PPA between MPPMCL and the WPDs, MPPMCL will verify the shareholding of the Project Company along with a copy of complete documentary evidence. If at this stage, it is found that the documents furnished by the WPDs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.
- 21.4.** Successful Bidders will have to submit the required documents for PPA to MPPMCL within 30 days from the issue of LoA. In case of any clarification required on the documents submitted by bidder, MPPMCL may extend the time period for signing of PPA. Effective Date of the PPA shall be the date of signing the PPA.
- 21.5.** MPPMCL will be obliged to buy the entire power as per generation schedule, to be provided by the WPDs subject to limitations of maximum CUF limits as stipulated in clause 8.1.
- 21.6.** The WPDs will be free to repower the Projects from time to time during the PPA duration at its own risk and cost, pursuant to Clause 8.1 above. However, MPPMCL will be obliged to buy power only up to the Contracted Capacity as per the PPA.
- 21.7.** The WPDs are free to operate their projects after expiry of the 25 years of PPA period if other conditions such as land lease etc., permit. However, any extension of the PPA period beyond 25 years shall be through mutual agreements between the MPPMCL and WPD, as the case may be, as approved by the Appropriate Commission, provided that the arrangements with the land and infrastructure owning agencies, the relevant

transmission utilities and system operators permit operation of the Project beyond the initial period of 25 years.

21.8. In addition to the above, subsequent to signing of PPA, the WPD shall be required to submit the monthly Project status on 5th day of every calendar month as per Annexure-B of the RfS.

21.9. In case the Project is ready for part/full commencement of supply of power but the PPA has not been signed, No Objection Certificate (NOC) may be issued to WPD (if sought by WPD) for third-party sale of power from the Project until signing of PPA. The NOC so granted shall be withdrawn by MPPMCL once the readiness of off-take of the power as per PPA is intimated by MPPMCL with a notice period of 7 calendar days.

21.10. Allocation of capacities in case of refusal to sign the PPAs and termination of PPAs by the WPDs

- a. Subsequent to issuance of LoAs, in case of refusal of signing of PPA by any Successful Bidder, the corresponding capacity left unsigned may be offered to the other Successful Bidders, in the increasing order of their discovered tariffs. Also, if the PPA for any capacity is terminated subsequent to signing of PPA, MPPMCL at its own discretion may offer this capacity to other Successful Bidders, in the increasing order of their discovered tariffs. The other Successful Bidders shall be required to accept/reject MPPMCL's offer within 7 days of such intimation by MPPMCL. While the offer will be sent to all the Successful Bidders simultaneously, preference will be given to the Bidders' choices in the increasing order of their respective tariffs.
- b. It is clarified that the capacity awarded under this clause (shall be subjected to successful bidders qualifying the eligibility criteria for additional capacity) will be over and above the capacity awarded under the Greenshoe option as per Clause 44 of the RfS. The maximum capacity to be awarded under this RfS, including the capacities awarded under this clause and the Greenshoe option to a single Bidder, shall be limited to provisions of this RfS.
- c. The Effective Date of PPA in such cases will be intimated by MPPMCL.
- d. Further, PPAs for the capacity(ies) awarded under this clause will be signed at the discovered tariff of the Bidder originally rejecting such awarded capacity, or the discovered tariff of the Bidder accepting this additional capacity, whichever is lower.

- e. For eg., in case the Bidder “X” was originally awarded a capacity of 100 MW at a tariff of Rs. 3.00/kWh, and the Bidder “X” refuses to sign PPA for the above capacity, this 100 MW capacity will be offered to the remaining Successful Bidders. Bidder “Y” is among the Successful Bidders, having awarded its originally quoted capacity at a tariff of Rs. 2.90/kWh. In case “Y” accepts MPPMCL’s offer of additional 100 MW capacity under this clause (subject to Y’s total capacity after this additional capacity not exceeding 800 MW), then PPA for this additional 100 MW capacity shall be signed at a tariff of Rs. 2.90/kWh.
- f. In this regard, the corresponding Successful Bidder shall be required to submit requisite documents to demonstrate additional Net-worth and Liquidity criteria in line with Clause 38.1 and 38.2 of the RfS, for the additional capacity awarded under this clause. Further, such Successful Bidder shall be required to submit PBG pertaining to the additional capacity awarded under this clause. All the above compliances shall be required to be demonstrated by the Successful Bidder prior to signing of PPA for the additional capacity, failing which, the EMD submitted by such Successful Bidder shall be encashed on account of refusal to sign the PPA. In case of successful demonstration, the bidders shall be issued LoA
- g. In case of refusal to sign the PPA by a Successful Bidder under this Clause, the above process will be repeated until the entire PPA is signed for the entire capacity, or until all the other Successful Bidders refuse such additional capacity, whichever is earlier.

22. Financial Closure or Project Financing Arrangements

22.1. The Projects shall achieve Financial Closure by the date as on 6 months prior to the SCSD/ extended SCSD. (For e.g. if SCSD of the Project is 25.11.2025, then scheduled Financial Closure date shall be 25.05.2025).

22.2. At the stage of Financial Closure, the WPDs shall report 100% tie-up of Financing Arrangements for the Projects. In this regard, the WPD shall submit a certificate / necessary documents from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of Equity. The WPD shall also submit details of all planned/ proposed wind turbine generators (manufacturer, model number, datasheet), along with necessary purchase order/agreements for the Project.

22.3. In case of default in achieving above condition as may be applicable within the stipulated time, MPPMCL shall be entitled to encash PBG and may remove the Project from the list of the selected Projects. An extension may however be considered, on the sole request of WPD, on advance payment of extension charges of INR 100/- per day per MW + applicable GST. This extension will not have an impact on the obligation of WPD to commence supply of power by the Scheduled Commencement of Supply Date of the Project. Subsequent to the completion of deadline for achieving financial closure, MPPMCL shall issue notices to the WPDs who are not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 7 business days to the respective WPDs to either furnish the necessary documents or make the above-mentioned payment of Rs. 100/MW/day + GST. In case of non-submission of either-the requisite documents or the necessary amount upon expiry of the above-mentioned notice period of 7 days-MPPMCL shall encash the PBG of the corresponding WPDs and may terminate the PPA for the corresponding Project. The amount of Rs. 100/MW/day + GST shall be paid by the WPDs in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the WPD. In case of the WPD meeting the requirements of Financial Closure before the last date of such proposed delay period (for which extension charges have been paid), the remaining amount out of the deposited amount by the WPD shall be returned by MPPMCL. Interest on account of delay in deposition of the above-mentioned charges or on any subsequent extension sought, shall be levied @ one year SBI MCLR rate /annum on pro-rata basis. Any extension charges paid so, shall be returned to the WPD without any interest and GST amount on achievement of successful commencement of power supply within the Scheduled Commencement of Supply Date, on pro-rata basis, based on the Contracted Capacity that has commenced supply of power as on Scheduled Commencement of Supply Date.

22.4. The WPD will have to submit the required documents to MPPMCL at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, MPPMCL shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

23. Not Used

24. Shareholding by the Project Promoter

24.1. The Bidder shall provide complete information in their bid in reference to this RfS about its promoters and upon issuance of LoA, the WPD shall provide information about its promoter and their shareholding in the Company before signing of PPA with MPPMCL.

24.2. No change in the controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RfS till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

Following shall not be considered as change in shareholding as mentioned above:

- a. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
- b. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
- c. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.
- d. Transfer of shares within the members of Immediate Promoter Group only.
- e. Transfer of shares to IEPF.
- f. Issue of Bonus Shares.

Any change in shareholding must be accompanied by a declaration from the practicing Company Secretary or Chartered Accountant confirming compliance with this clause

24.3. In case of the successful Bidder itself executing the PPA, it shall ensure that its promoters shall not cede control (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) of the Bidding Company/ Consortium until 01 (one) year after the SCSD, except with the prior approval of MPPMCL.

24.4. In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid-up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 01 (one) year after SCSD.

- 24.5.** In case of Project being executed through SPVs, the Selected Bidder executing the project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after the ACSD (Actual Commencement of Supply Date), except with the prior approval of MPPMCL. In the event the selected Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after SCSD, except with the prior approval of MPPMCL.
- 24.6.** Any change in the shareholding after the expiry of 01 year after ACSD can be undertaken under intimation to MPPMCL.
- 24.7.** In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions/Change in Name/Change in Registered Address etc., leading to signing of supplementary PPA / substitution agreement with a new entity, an amount of INR 10 Lakh per Project +18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to MPPMCL.

25. Instructions to Bidders for Structuring of Bid Selections in Response to RfS

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS. Detailed Instructions to be followed by the bidders for online submission of response to RfS are stated at Annexure – A. Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

- i. Covering Letter as per Format 7.1.
- ii. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as Format 7.2.

In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions (duly notarized or apostilled) in place of Power of Attorney for the purpose of fulfilling the requirements under this clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

- iii. Bank Guarantee against Earnest Money Deposit (EMD) as per Format 7.3 A.
- iv. Board Resolutions, as per prescribed formats enclosed as per Format 7.4 duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - a. Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects and to sign the PPA with MPPMCL. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.
 - b. Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium); and
 - c. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.
- v. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per Format 7.5 along with Board resolution from each Member of the Consortium for participating in Consortium.
- vi. Format for Financial Requirements as per Format 7.6 along with the certificate from practicing Statutory Auditors showing details of computation of the financial credentials of the Bidder.
- vii. Undertaking as per Format 7.7.
- viii. A disclosure statement as per Format 7.8/7.8A regarding participation of any related companies in the bidding process.
- ix. Attachments
 - a. Memorandum of Association, Article of Association of the Bidder needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Wind Power plant development.

- In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder and;
 - If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Wind Power plant development has to be submitted prior to signing of PPA.
- b. Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.
 - c. A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 30 days prior to the last date of bid submission. MPPMCL reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required timelines.
 - d. Certified copies of annual audited accounts for the last financial year, i.e. FY 2024-25, or provisional accounts duly certified by a practicing Chartered Accountant (as applicable), along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted.
 - e. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.
 - x. Covering letter of the Financial bid as per Format - 7.10.
 - xi. Break-up of the Preliminary Estimate of Cost of Project as per Format 7.11.

26. Important Notes and Instructions to Bidders

26.1. Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.

- 26.2.** The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of PPA in terms of Clause 21 of the RfS.
- 26.3.** If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, MPPMCL reserves the right to reject such response to RfS and/or cancel the Letter of Award, if issued, and the Bank Guarantee provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.
- 26.4.** If the event specified at 27.c is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- 26.5.** Response submitted by the Bidder shall become the property of the MPPMCL and MPPMCL shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 18 of the RfS.
- 26.6.** All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda, and PPA) submitted online must be digitally signed by the person authorized by the Board as per Format 7.4.
- 26.7.** The response to RfS shall be submitted as mentioned in Clause 26 of the RfS. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, MPPMCL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- 26.8.** The Bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.
- 26.9.** All the information should be submitted in English language only. In case of foreign bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.
- 26.10.** Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.

- 26.11.** Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by MPPMCL.
- 26.12.** Response to RfS not submitted in the specified formats will be liable for rejection by MPPMCL.
- 26.13.** Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 26.14.** Non-submission and/ or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of MPPMCL of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.
- 26.15.** The MPERC shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between WPD and MPPMCL. Subject to the above, only Jabalpur Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.
- 26.16.** All the financial transactions to be made with MPPMCL including, delay charges, and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the RfS/PPA.

27. Non-responsive Bid

The electronic response to RfS submitted by the bidder along with the documents submitted online to MPPMCL shall be scrutinized to establish “Responsiveness of the Bid”. Each Bidder’s response to RfS shall be checked for compliance with the submission requirements set forth in this RfS.

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

- a. Non-submission of the requisite Cost of RfS and/ or Bid Processing Fee as mentioned in the Bid Information Sheet.
- b. Response to RfS not received by the due date and time of bid submission.
- c. Non-submission of correct, valid and operative Pass-Phrases for both Technical and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical Bid.
- d. Any indication of tariff in any part of response to the RfS, other than in the financial bid.

- e. Non-submission of payment details against Cost of RfS and/or Bid Processing Fee.
- f. Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
- g. Except for the scenario as per Clause 5.1 above, in case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.
- h. Non-submission or partial submission of EMD in acceptable form along with response to RfS.
- i. Bidder or any of its Affiliates is a willful defaulter to any lender

In any of the above cases, the bid shall not be considered for bid opening and evaluation process.

28. Method of Submission of Response to RfS by the Bidder

28.1. Documents to be Submitted Offline (in Original)

The Bidder has to submit the following documents in original as part of Response to RfS to the address mentioned in Bid Information Sheet before the due date and time of bid submission.

- a) Pass-Phrase Envelope-1: Containing Pass Phrase for Technical Bid duly stamped and signed by the authorized signatory in sealed envelope.
- b) Pass-Phrase Envelope-2: Containing Pass Phrase for Financial Bid duly stamped and signed by the authorized signatory in sealed envelope.
- c) Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A).
 - Bank Guarantee against EMD needs to be submitted in both online and offline modes. The bidders will be required to submit the bank guarantee & other documents as required, either in person or through post, at the office of MPPMCL until the date as on 2 working days after the closing date of bid submission. The 2-day duration will be counted from the date of bid submission.

For e.g., if the bid submission deadline is 18:00 hrs on 22.04.2024, the above deadline will expire at 18:00 hrs on 24.04.2024. In case of the above deadline being a holiday, the next working day in MPPMCL will be the deadline for submission of Bank Guarantees.

Note: In all cases, the Bank Guarantee against EMD (if applicable), shall be issued on or before the bid submission deadline. These instruments issued after the expiry of the deadline will be summarily rejected.

- Any EMDs received after the deadline shall be rejected.
- Bidders shall take special note that no documents other than the above shall be submitted offline.
- No documents will be accepted in person, after the date of bid submission.
- The bidding envelope shall contain the following sticker: (illustration)

Response to RfS for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 800 MW grid connected Wind Power Projects with ‘Greenshoe Option’ of additional upto 800 MW	
Capacity of Project	800 MW
RfS Reference No	RfS No. 05-01/311187/Wind/976
Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Organization ID (OID) on https://www.bharat-electronictender.com portal	(Enter the OID through which the Bid has been submitted online on https://www.bharat-electronictender.com portal)
Type (Technical / Financial)	

28.2. Documents to be submitted Online

Detailed instructions to be followed by the bidders for online submission of response to RfS are stated as Annexure-A. The bidders shall strictly follow the

instructions mentioned in the electronic form in respective technical bid and financial bid while filling the form.

If the Bidder has submitted offline documents and fails to submit the online bid, or vice-versa, then the same shall be treated as incomplete bid and Cost of RfS and processing fee submitted shall be forfeited and the EMD(s) shall be returned.

All documents of the response to RfS submitted online must be digitally signed on <https://www.bharat-electronictender.com> which should contain the following:

I. “Technical Bid”

The Bidder shall upload single technical bid containing the scanned copy of following documents duly signed and stamped on each by the authorized person as mentioned below.

- i) Formats - 7.1, 7.2 (if applicable), 7.3 A/ 7.3 B, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8/7.8A, 7.9/7.9A and 7.10 as elaborated in Clause 26 of the RfS.
- ii) All attachments elaborated in Clause 26 of the RfS, under the sub-clause x: Attachments, with proper file names.
- iii) All supporting documents regarding meeting the eligibility criteria.
- iv) Scanned Copies of NEFT/RTGS details towards Cost of RfS Document and Bid Processing Fee as mentioned in Bid Information Sheet.
- v) Scanned Copies of requisite amount of Bank Guarantee towards EMD as mentioned in the Bid Information Sheet.

The Bidder will have to fill the Electronic Form provided at the ISN-ETS portal as part of Technical Bid.

Submission of Pass-phrases: In line with Clause 27.(c), and Annexure-A, the Bidder shall be required to submit the Pass-Phrase to decrypt the relevant Bid-part is submitted into the ‘Time Locked Electronic Key Box (EKB)’ after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Techno-commercial bid.

II. “Financial Bid”

Bidders shall submit a single Financial Bid containing the scanned copy of the following document(s):

- i) Covering letter as per Format-7.10 of this RfS document;
- ii) Preliminary Estimate of Cost of Wind Power Project as per Format 7.11 of the RfS

Only a single tariff bid for all the Projects shall have to be filled online in the Electronic Form provided at the ISN-ETS portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation; otherwise, the bid shall be considered as non-responsive.

III. Important Note:

- i) The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.
- ii) Wherever mentioned, the Bidder must clearly indicate the Category under which the respective Project is being proposed. In case of any discrepancy, the Bid will be liable for rejection.
- iii) All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.
- iv) In case the Bidder submits the online documents on ISN-ETS within the bid submission deadlines and fails to submit the offline documents in the office of MPPMCL within the bid submission deadlines, the online bid of the Bidder shall not be opened and shall be 'archived' on the ISN-ETS portal. Similarly, bids submitted offline but without any online submission on ISN-ETS portal shall not be opened and the EMD shall be returned to the respective bidder. In such cases, Bid Processing fee and cost of RfS document, if paid by the Bidder, will not be refunded to the Bidder.
- v) In case a Bidder has paid cost of RfS document and Bid Processing Fee for this RfS and chooses not to participate in the bidding process (i.e. the Bidder does not submit any of the online or offline bid documents to MPPMCL), the respective amounts paid to MPPMCL will be refunded without any interest payment, to the respective Bidder on the request received within 30 days from bid due date.

29. Notice Board for Display

The WPD will have to put a notice board (at least 180 cm x 120 cm) at its project site main entrance prominently displaying the following message before commencement of power supply under the PPA.

<p style="text-align: center;">_____ MW ISTS/InSTS Connected Wind Power Project(s)</p> <p style="text-align: center;">Owned and operated by</p> <p style="text-align: center;">----- (insert name of the WPD)</p> <p style="text-align: center;">Under RfS for Purchase of 800 MW Wind Power Through Competitive Bidding Process Followed By e-Reverse Auction from Projects Setup Anywhere In India With ‘Greenshoe Option’ of Additional Capacity Upto 100% (800 MW)</p> <p style="text-align: center;">by MP Power Management Company Limited</p> <p style="text-align: center;">Village:, Tehsil....., District....., State.....</p>
--

30. Validity of the Response to RfS

The Bidder shall submit the response to RfS which shall remain valid up to the date as on 12 months from the last date of submission of response to RfS (“Bid Validity”). MPPMCL reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

31. Bid Preparation Cost

The Bidder shall be responsible for all the costs associated with the preparation of the response to RfS and participation in discussions and attending pre-bid meeting(s), etc. MPPMCL shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

32. Clarifications / Pre-Bid meeting / Enquires / Amendments

32.1. Clarifications / doubts, if any, on RfS document may be emailed and/or through ISN-ETS portal and/or at the email addresses of designated officials of MPPMCL as mentioned in the Bid Information Sheet.

32.2. MPPMCL will make best efforts to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and MPPMCL’s response will be uploaded on MPPMCL’s website as well as ISN-ETS portal at <https://www.bharat-electronictender.com>. If necessary,

amendments, clarifications, elaborations shall be issued by MPPMCL which will be notified on MPPMCL / ISN-ETS portal websites. No separate reply / intimation will be given for the above, elsewhere.

- 32.3.** A Pre-Bid Meeting shall be held as mentioned at the Bid Information Sheet (Venue to be notified later on MPPMCL's website)

33. Right of MPPMCL to Reject a Bid

MPPMCL reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled at any stage subsequent to bid submission and prior to issuance of LoAs, the processing fee, without any interests, and EMD submitted by the Bidders shall be returned to the respective Bidders.

Note: In the event of cancellation of LoAs prior to signing of PPAs, bid processing fee will not be refunded.

34. Post Award Compliances

Timely completion of all milestones i.e. signing of PPA, achievement of Financial Closure, obtaining necessary clearances, satisfaction of conditions subsequent, commissioning, etc. will be the sole responsibility of the successful bidders. MPPMCL shall not be liable for issuing any intimations/reminders to the Successful Bidders for timely compliance of milestones and/or submission of compliance documents.

Any checklist shared with the Bidders / Successful Bidders by MPPMCL for compliance(s) of milestones are for the purpose of Bidders' facilitation only. Any additional documents required as per the conditions of RfS and PPA must be timely submitted by the Bidders / Successful Bidders.

35. Points of Contact in MPPMCL

Following officers/departments are to be contacted by the bidders/WPDs based on the stage of bidding and project implementation under this RfS:

- i. Bid submission upto issuance of LoA:-
 - a. Details as per Bid Information Sheet
- ii. Subsequent to issuance of LoA upto SCSD:-

Mr. Rakesh Kumar Thukral	Chief General Manager (Commercial – Non-Conventional Energy) Phone: - +91 9406902056
Mr. Rajnish Kumar Reja	General Manager (Commercial – Non-Conventional Energy) Phone: - +91 9406902131

SECTION 4. QUALIFICATION REQUIRMENTS FOR BIDDERS

36. General Eligibility Criteria

Bidders participating in the RfS will be required to meet the following eligibility criteria (as applicable).

36.1. The Bidder shall be as defined under clause 45

36.2. Bidding Consortium with one of the Companies as the Lead Member. Consortium shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be the identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 7.5).

36.3. A foreign company can also participate on standalone basis or as a member of consortium at the RfS stage. In case of foreign company participating on standalone basis and its selection as successful Bidder, it has to form a “Special Purpose Vehicle” (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with at least 51% shareholding in the SPV, before signing of PPA. In case a Foreign Company is selected as the successful Bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.

In case the foreign company participating as a member of consortium, Clause 36.7 of the RfS shall be applicable.

36.4. In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 7/10/2021-PPD (1) dated 23.02.2023 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:

- i. Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).
- ii. Any Bidder (including an Indian Bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to participate in this RfS only if the Bidder is registered with the Competent Authority under the referred OM.

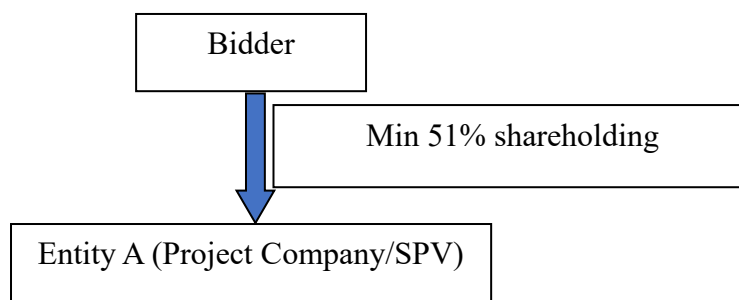
- iii. “Bidder” in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.
- iv. “Bidder from a country which shares a land border with India” for the purpose of this clause, means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium where any member of the consortium falls under any of the above.
- v. “Beneficial owner” for the purposes of Clause 37.6. above will be as defined in the referred OM, including subsequent amendments and clarifications thereto.
- vi. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.9/7.9A of the RfS.
- vii. Other provisions of the referred OM dated 23.02.2023, except Sl. 17 of the OM, will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred OM, including subsequent amendments and clarifications thereto.

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

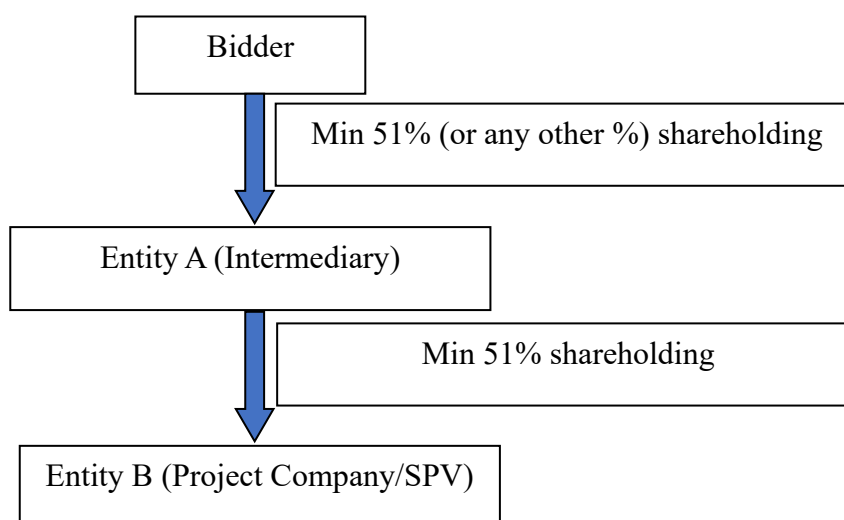
36.6. A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated/acquired as a subsidiary Company of the successful bidder for setting up of the Project, with atleast 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA.

- 36.7.** Any consortium, if selected as Successful Bidder for the purpose of supply of power to MPPMCL, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA with MPPMCL, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RfS. This shall not change till the signing of PPA and thereafter the combined shareholding of the Consortium Members in the SPV/Project Company shall not fall below 51% at any time prior to ACSD of full Project Capacity, except with the prior approval of MPPMCL.
- 36.8.** As on the bid submission deadline, the Bidder or any of its Affiliates should not be a wilful defaulter to any lender. Further, as on the bid submission deadline, the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc or the United Nations or any of its agencies. The Bidder shall submit an undertaking to this effect as per Format 7.7 of the RfS.
- 36.9.** For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 36.3. and 36.6. above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same:

Scenario 1:



Scenario 2:



As per the RfS, only Scenario-1 shall be permissible in case of projects being implemented by SPVs.

37. Technical Eligibility Criteria:

37.1. Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commencement of power supply from the Projects.

37.2. In order to ensure only quality systems are installed, and in order to bring-in advantage of latest development/Models, the type certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) issued by MNRE as updated until the SCSD of the projects or as applicable at the time of commissioning will be allowed for deployment under the Scheme.

37.3. The Projects shall also comply with the criteria for power supply as detailed in Clause 8 of the RfS.

37.4. Projects under contract with any State or Central Government Institution/Body will not be consider under the RfS. Projects under construction, projects that are not yet commissioned, and projects already commissioned but do not have any long-term PPA with any agency and selling power on a short-term or merchant plant basis will, however, be considered, in case these projects are not already accepted under any other Central or State Schemes and do not have any obligations towards existing buyers. It is clarified that the bidders who have already signed PPAs with MPPMCL or any other entity as of the bid submission deadline are not allowed to suo-moto terminate such PPAs and participate in the RFS for the respective projects (s). The bidder shall provide the documentary evidence and undertaking (on stamp paper) regarding the same. The bidder shall also undertake that no disputes or litigation are pending regarding such project for which the Bidder is participating.

37.5. Also, as per the Hon'ble MPERC First Amendment to Co-Generation and Generation of Electricity From Renewable Sources of Energy (Revision-II) Regulation 2021 dated 16th January 2023, "Wind RPO shall be met by energy produced from Wind Power Projects (WPPs) commissioned after 31st March 2022 and the wind energy procured over and above 7% from WPPs commissioned till 31st March 2022". Thus, following the aforementioned provision, the projects that is/will commissioned after 31st March 2022 shall be eligible to participate in the bidding process.

37.6. The developer shall install and maintain GPS enabled Automatic Weather Station (AWS) as per the technical specifications and standards specified by relevant Central Government agency. Availability of the data from such AWS shall be ensured as specified by the appropriate Load Despatch Centre and other Central government agencies in accordance with the provisions of Indian Electricity Grid Code and instructions from the appropriate Load Despatch Centre from time to time.

37.7. The technical criteria shall include provisions to ensure that the developer complies with applicable cyber security regulations, directives, and guidelines issued by the Central Government Authorities dealing with cyber security

38. Financial Eligibility Criteria:

38.1. Net Worth:

- a) The Net Worth of the Bidder should be equal to or greater than INR 1,26,40,000/MW (Indian Rupees One Crore Twenty-Six Lakhs and Forty

Thousand/MW) of the quoted capacity, in any of the previous three Financial Year, i.e. FY 2024-25 or FY 2023-24 or FY 2022-23.

- b) The net worth to be considered for the above purpose will be the cumulative net-worth (read with clause 36.) of the Bidding Company or Consortium Members, together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and PBGs in case the Bidder(s) fail to do so in accordance with the RfS.
- c) Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.

38.2. Liquidity:

In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to demonstrate at least one of the following parameters:

- i. A minimum annual turnover of INR 61,33,000/ MW (Indian Rupees Sixty-One Lakhs and Thirty-Three Thousand/MW) of the quoted capacity during the previous financial year, 2024-25 or as on the day at least 7 days prior to the bid submission deadline. It is hereby clarified that “Other Income” as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.
- ii. Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) excluding other and exceptional income for a minimum amount of INR 12,27,000/MW (Indian Rupees Twelve Lakhs and Twenty-Seven Thousand/MW) of the quoted capacity, as on the last date of previous financial year, 2024-25, or as on the day at least 7 days prior to the bid submission deadline.
- iii. In-principle sanction letter from the lending institutions/ banks of the Bidder, committing a Line of Credit for a minimum amount of INR 15,33,000/MW (Indian Rupees Fifteen Lakhs and Thirty-Three Thousand/MW) of the quoted capacity, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.

38.3. The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clauses 38.1 and 38.2 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and PBGs in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.

38.4. For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such Companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other response to this RfS.

38.5. A Company/Consortium would be required to submit annual audited accounts for the last financial year, 2024-25, 2023-24, 2022-23, or provisional accounts along with Board Resolution approving provisional accounts as on the day at least 7 days prior to the bid submission deadline, along with net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located, or provisional accounts as on the day at least 7 days prior to the bid submission deadline.

Note: In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this RfS falls on or

within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts or provisional accounts as on the day at least 7 days prior to the bid submission deadline, are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

38.6. For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year.

38.7. In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into US Dollar (USD) as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 39.6 above.

38.8. In case the response to RfS is submitted by a Consortium, then the financial requirement (both the Net-Worth and Liquidity requirements) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company.

For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 100 MW, then, total Net-Worth to be met by the Consortium is Rs. 1.264 Crores x 100MW = Rs. 126.4 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 88.48 Crores and to be met by Consortium Member B would be Rs. 37.92 Crores. Similar methodology shall be followed for computation of liquidity requirement.

38.9. Note: Wherever applicable, audited accounts for the last FY, 2024-25 will be required to be submitted for meeting the qualification requirements. In case the audited annual accounts of FY 2024-25 are not available, then audited annual accounts of FY 2023-24 can be considered.

SECTION 5. BID EVALUATION AND SELECTION OF PROJECTS

39. Bid Evaluation

Bid evaluation will be carried out considering the information furnished by Bidders as per the provisions specified in Section 3 of this RfS. To ensure competitiveness, the minimum number of qualified Bidders required would be two. If the number of qualified Bidders is less than two, even after three attempts of bidding, MPPMCL may continue with the bidding process with the consent of Hon'ble MPERC. The details of bid evaluation procedure and selection of bidders is described in this Section.

40. Techno-commercial Evaluation of Bidders (Step-1)

40.1. The first envelope (Techno-commercial Bid submitted online) of only those bidders will be opened by MPPMCL whose required documents as mentioned at Clause 28 of the RfS are received by MPPMCL. Bid opening (online) will be done only after the deadline for submission of EMD.

For e.g., if the bid submission deadline is 18:00 hrs on 05.01.2024, the online bid opening will be conducted on or after 08.01.2024. In case of the above date being a holiday, the bids will be opened on the next working day.

40.2. Documents (as mentioned in the previous clause) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the Bidder.

40.3. Subject to Clause 27 of the RfS, MPPMCL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of bids, MPPMCL may seek clarifications/additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by MPPMCL within 07 (seven) days from the date of such intimation from MPPMCL. All correspondence in this regard shall be made through email/ ISN-ETS portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. MPPMCL shall not be responsible for rejection of any bid on account of the above.

40.4. The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per the RfS.

41. Financial Bid Evaluation (Step-2):

41.1. Second Envelope (containing Fixed Tariff quoted) of only those bidders shall be opened whose technical bids are found to be qualified as per the RfS. At least one week prior to financial bid opening, an intimation regarding the date and time of the financial bid opening-which will be held at MPPMCL office-will be sent by e-mail to all the Techno-commercially qualified bidders.

41.2. In this step evaluations of Techno-Commercially qualified Bids shall be done based on the “Tariff” quoted by the Bidder in the Electronic Form of Financial Bid.

41.3. Tariff can be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is ₹2.378, then it shall be considered as ₹2.37).

41.4. Also, it is to be noted that Tariff has to be quoted at the “Delivery point. For ISTS Connected Projects, the ISTS Charges & Losses provided under Clause 7.16 shall be added and same be considered for e-Reverse Auction.

41.5. In this step, evaluation will be carried out based on tariff quoted by the Bidders.

- i.** On completion of Techno-commercial bid evaluation, if it is found that the total aggregate capacity of the Wind Power Projects short-listed is lower than or equal to 800 MW, then the procedure as elaborated in Clause 42 shall be followed.

Note: On completion of Techno-Commercial bid evaluation, if it is found that only one Bidder is eligible, opening of the financial bid of the Bidder will be at the discretion of MPPMCL.

- ii.** Ranking of the Bidders after Financial Bid Evaluation:

In case of financial bids received from all bidders are in the form of tariff, ranking of bidders shall be done accordingly. For example:

Bidder Submitted	Financial bid (Tariff in Rs/ kWh)	ISTS/InSTS	ISTS Charges + Losses	Financial bid for e-RA (Rs/kWh)	Ranking
B8	2.30	InSTS	0.00	2.30	L1
B3	2.40	InSTS	0.00	2.40	L2
B7	2.55	InSTS	0.00	2.55	L3
B9	2.25	ISTS	0.40	2.65	L4
B6	2.66	InSTS	0.00	2.66	L5
B10	2.70	InSTS	0.00	2.70	L6
B2	2.80	InSTS	0.00	2.80	L7
B5	2.44	ISTS	0.40	2.84	L8
B1	2.50	ISTS	0.40	2.90	L9
B4	2.90	ISTS	0.40	3.30	L10

42. Reverse Auction (Step-3)

42.1. The reverse auction shall be conducted on ISN-ETS as specified in the “Bid Information Sheet” of this RfS.

42.2. Total Eligible Bidders for reverse auction shall be decided as per below:-

Assuming –

T = Total number of techno-commercially qualified bidders,

ST= Capacity of the total number of techno-commercially qualified bidders

SE = Eligible Capacity for Award

n = No. of bidders shortlisted for e-RA

In Case $ST > SE$, then lowest ranked bidders (H1) shall be eliminated

Note:- In case more than one bidder is ranked as H1 bidder (same tariff), then all such bidders will be eliminated at this stage.

The above elimination will take place subject to the condition that the total bid capacity after such elimination remains more than SE. In the contradictory scenario, no elimination will take place at this stage.

42.3. Shortlisted bidders for Reverse Auction will be able to login into ISN-ETS for reverse auction 15 minutes before the start time of reverse auction.

- i)** During 15 minutes prior to start of reverse auction process, the respective tariff along with the total project capacity of the bidder shall be displayed on its window.
- ii)** The minimum decrement value for tariff shall be ₹ 0.01 per kWh. The bidder can mention its revised tariff which has to be at least 01 (One) paisa less than its current tariff.
- iii)** Bidders can only quote any value lower than their previous quoted tariff taking into consideration of the minimum decrement value mentioned in previous Section. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.
- iv)** During Reverse Auction, the bidder shall not have the option of changing the total project capacity while quoting tariff during reverse auction.
- v)** In the bidder's bidding window, the following information can be viewed by the bidder:
 - a.** Its tariff as their initial start price and there after last quoted tariff along with project capacity for which the bidder is qualified;
 - b.** The list of all the bidders with their following details: Pseudo Identity, last quoted tariff and project capacity
- vi)** The initial auction period will be of 30 minutes (thirty minutes) with a provision of auto extension by five minutes from the scheduled / extended closing time if any fresh bid is received in last five minutes of auction period or extended auction period. Such auto extension shall be effected only if reduction in tariff by a Bidder causes a change in its zonal placement at that instant. The 'zones' are as defined below:
 - a.** Green Zone: This zone consists of the Bidders who may be allocated their full quoted Project capacity if the auction is closed at that instant provided the tariff falls within the range of L1 and L1+5%
 - b.** Yellow Zone: This zone consists of the Bidders who may be allocated a part of their full quoted Project capacity if the auction is closed at that instant provided the tariff falls within the range of L1 and L1+5%.

- c. Red Zone: This zone consists of the Bidders who will not be awarded their quoted Project capacity if the auction is closed at that instant. If no such change is effected during last five minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

42.4. Selection of Successful Bidders

42.4.1 Upon conclusion of e-RA process, the Bidders in the “Green Zone” and “Yellow Zone” shall be selected in the ascending order with lowest quoted tariff (being L1) till the tender capacity (800 MW) is exhausted. The bidders who fall within the range of (and including) the lowest tariff (L1 tariff) + 5% of the L1 tariff, hereinafter referred to as “the range” will be declared as Successful Bidders, subject to the conditions as enumerated in clauses herein below viz. Clause 42.4.2 to Clause 42.4.5

42.4.2 The lowest quoting bidder will be allotted its qualified project capacity and then, next higher bidder will be allotted its qualified project capacity and so on, till the total capacity is exhausted.

42.4.3 In case of the last Selected Bidder, if the balance project capacity is less than the total project capacity mentioned by the bidder, then the balance capacity shall be awarded to the bidder till the total capacity is exhausted subject to a minimum allocation of 10 MW / 50 MW, as the case may be.

Provided, in case the partial capacity (balance capacity till the total capacity of offer is exhausted) offered to the last Bidder after completion of the e-reverse auction is lower than 50% of the total quoted capacity by such Bidder, the Bidder shall have an option to refuse such offered partial capacity within 7 days of issuance of Letter of Intent (LOA) and the BG against EMD submitted by such Bidder shall be returned along with those of the Unsuccessful Bidders.

Further, in case the partial capacity offered is greater than or equal to 50% of the total quoted capacity by such Bidder, then it shall be mandatory for the last Bidder to accept such partial capacity offered against its quoted capacity, subject to the total cumulative capacity awarded after e-RA to the successful Bidders not exceeding 800 MW. In case the last Bidder refuses to accept such partial capacity offered by MPPMCL, the EMD submitted by such Bidder shall be encashed by MPPMCL.

42.4.4 In case of tie among two or more bidders (i.e. their last quoted tariff being the same), they will be considered in the chronological order of their last bid with preference to that bidder who has quoted his last bid earlier than others.

42.4.5 In the above case (as mentioned in previous Section), if the time of quote also becomes exactly same among the bidders at a tie, then the ranking among these bidders shall be done as follow:

- i. Step – 1: Lowest rank will be given to the bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.
- ii. Step – 2: Ranking will be done based on draw of lots.

The allocation of additional upto 800 MW capacity through ‘Greenshoe Option’ shall be as per Clause 44 of RFS.

42.4.6 At the end of selection process, Letter of Award (LOA) may be issued to all the Successful Bidders. In case of Consortium being selected as Successful Bidder, the LOA may be issued to the Lead Member of the Consortium.

In all cases, MPPMCL’s decision regarding selection of bidder through Reverse Auction or otherwise based on tariff or annulment of tender process at any stage of bidding shall be final and binding on all participating bidders.

Also, the discretion for allotment / non-allotment of additional capacity up to 800 MW under ‘Greenshoe Option’ shall be vested solely with MPPMCL.

43. Issuance of LOAs

At the end of selection process, a Letter of Award (LOA) will be issued to the Successful Bidders within 30 days of discovery of tariff in the competitive bidding process. However, post e-Reverse Auction, the LoA will be issued to the bidders after reducing the ISTS Charges & Losses considered for evaluation from the discovered tariff. Such tariff will be the Applicable Tariff and same shall be the Tariff under the PPA.

In case of a Consortium being selected as the Successful Bidder, the LOA shall be issued to the Lead Member of the Consortium. MPPMCL reserves the right to annul the bid process without any financial implications to any of the parties concerned. In

all cases, MPPMCL's decision regarding selection of Bidder based on tariff or annulment of tender process shall be final and binding on all participating bidders.

44. Capacity Allocation under 'Green shoe Option'

The modalities for allocation of additional capacity up to 800 MW under 'Green shoe Option' shall be as under:

44.1 The additional capacity that shall be offered through 'Green shoe Option' has been mentioned in Clause 4.1 and the same shall be offered to the Successful Bidder(s) of that State, who are willing to execute PPA(s) with MPPMCL at lowest tariff (L1 tariff) discovered under the competitive bidding process.

44.2 Also, in case the partial capacity offered to the last Successful Bidder, out of the capacity tendered as per Clause 4 of the RfS, is refused by such Bidder in line with Clause 42.4 of the RfS, the refused capacity shall be considered under the Green shoe Capacity.

44.3 The Successful Bidder(s) may opt for a capacity not less than 50 MW for ISTS Connected Project and 10 MW for InSTS Connected Project under the Green shoe Option. However, the maximum capacity that will be awarded to a Successful Bidder under this RfS, including the capacity allocated under Green shoe Option, shall be limited to 800 MW. For avoidance of doubt, it is hereby clarified that the capacity allocation under 'Green shoe Option' shall only be for the Successful Bidders of that State.

44.4 Successful Bidder(s) seeking additional capacity under the Green shoe Option shall have to meet the eligibility criteria under the RfS for the additional capacity sought under the Green shoe Option. In this regard, the corresponding Successful Bidder shall be required to submit requisite documents to demonstrate additional Net-worth and Liquidity criteria in line with Clause 38.1 and 38.2 of the RfS, for the additional capacity sought under Green shoe Option. Further, the Successful Bidders shall be required to submit EMD pertaining to the additional capacity sought under Green shoe Option, along with the confirmation for consideration of the Bidder for Green shoe Option and the Project location as well as the Interconnection Point details for the Green shoe Capacity. The deadline for meeting the aforementioned requirements and confirmation for executing the PPA with MPPMCL at L1 tariff under the Green shoe Option shall be the date as on 20 days from the date of issuance of LoA to the Successful Bidders.

44.5 Subsequent to receipt of confirmation from the Successful Bidders and the respective capacities sought by them, the capacities under Greenshoe Option shall be first allocated in the increasing order of the tariffs discovered after e-reverse auction. In other words, if all the Successful Bidders accept the Greenshoe offer by MPPMCL, the capacity will be first allocated to the L1 Bidder, followed by the L2 Bidder and so on. The same shall be continued till the total capacity eligible under Greenshoe Option (including the capacity transferred pursuant to Clause 44.2 of the RfS) gets exhausted or the capacities sought by the Successful Bidders has exhausted, whichever is lower.

44.6 The EMDs pertaining to unsuccessful capacity subsequent to the above process shall be released by MPPMCL within 30 days of the date of issuance of LoA(s) for the Greenshoe Capacity.

44.7 The Bidders who are awarded partial capacities under the Greenshoe Option are required to accept the partially awarded capacity if the same is greater than or equal to 50 MW. In the event of refusal to accept the same, the EMD pertaining to that partial capacity shall be encashed by MPPMCL and the balance amount, if any, shall be released to the bidder.

44.8 The terms and conditions as well as obligations and rights of Successful Bidder(s) as well as MPPMCL for additional capacity allocated under the 'Greenshoe Option' shall be identical to the same for the tendered capacity of 800 MW under the RfS.

44.9 In all the cases, MPPMCL's decision regarding allotment/non-allotment of additional capacity under 'Greenshoe Option', as per Clause 4.1 of the RfS, shall be final and binding on the Bidders.

SECTION 6. DEFINITIONS OF TERMS

45. DEFINITIONS

In this RfS Document, unless the context otherwise requires, capitalized terms shall have the meaning given to them in the table below:

Act or Electricity Act	shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time
Affiliate	shall mean a company that, directly or indirectly, i. controls, or ii. is controlled by, or iii. is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors to the Board of Directors.
Appropriate Commission	shall mean as defined in the PPA
Bid or “Proposal”	shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder as part of its response to the RfS issued by MPPMCL
Bidder	shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin .

Bidding Consortium or Consortium	shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this RfS under a Consortium Agreement
Bid Capacity	shall mean aggregate project capacity of the Wind Power Project(s) as proposed by the bidder
Buying Entity or Procurer	shall mean an MPPMCL/End Procurer as defined in the Guidelines
Capacity Utilization Factor (CUF)	<p>shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time.</p> <p>For illustration, CUF shall be 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 Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%$.</p> <p>It may be noted that in the above illustration, the capacity ‘Y’ MW shall refer to the Contracted Capacity in terms of the PPA.</p>
Chartered Accountant	<p>shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.</p> <p>For bidders incorporated in countries other than India, “Chartered Accountant” shall mean a person or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country.</p>
CERC	shall mean Central Electricity Regulatory Commission
Company	shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;
Commercial Operation Date (COD)	shall mean the date as defined in “Commissioning” or in line with the provisions of the Grid Code as applicable.

Commissioning	with respect to the Project, as certified by MPPMCL in case the project is located in Madhya Pradesh or as certified by Representatives / Agency authorized by MPPMCL in case the project is located outside of Madhya Pradesh, shall mean when all equipment as per rated capacity has been installed and energy has flown into the grid and witnessing of such generation of electricity by Representatives / Agency authorized by MPPMCL and shall be in line with the provisions of Grid Code as applicable.
Contracted Capacity	shall mean the AC capacity in MW contracted with MPPMCL for supply of power by the WPD to MPPMCL at the Delivery Point from the Project, based on which the PPA is executed with MPPMCL
Contract Year	<p>shall mean the period beginning from the Effective Date of the PPA and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that:</p> <ol style="list-style-type: none"> i. in the financial year in which the SCSD would occur, the Contract Year shall end on the date immediately before the SCSD and a new Contract Year shall commence once again from the SCSD and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and ii. provided further that the last Contract Year of this Agreement shall end on the last day of the Term of the PPA.
Control	shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors.

Controlling shareholding	shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium.
CTU or Central Transmission Utility	shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003.
Day	shall mean calendar day
Delivery Point / Interconnection Point/ Metering Point	<p>shall mean a single point at 33/132/220 kV or above, where the power from the Project(s) is injected into the identified ISTS/CTU Substation (including the transmission line connecting the Projects with the substation system) or InSTS/STU Substation, in case of intra-State connected Projects, as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the WPDs shall abide by the relevant CERC/ MPERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.</p> <p>All expenses including transmission/wheeling charges and losses between the Project and the Delivery Point shall be paid by the WPD without any reimbursement by MPPMCL. In case MPPMCL is required to pay transmission charges and losses up to delivery point if any, the same shall be recovered from WPD.</p>
Electricity Laws	shall mean the Electricity Act, 2003 and the relevant rules, notifications, and amendments issued thereunder 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 CERC / MPERC from time to time.
Effective Date	shall mean the date of execution of Power Purchase Agreement (PPA) by both the parties;

Equity	shall mean Net Worth as defined in Companies Act, 2013.
Financing Documents	shall mean the agreements and documents (including asset leasing arrangements) entered/to be entered into between the WPD and the Financing Parties relating to the financing of the Project.
Financing Parties	means Parties financing the Project, pursuant to Financing Documents
General Network Access (GNA)	shall mean General Network Access as defined under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022
Guidelines	shall mean “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects” issued by Ministry of Power vide Gazette Resolution dated 26.07.2023, including subsequent amendments and clarification thereto, if any, issued until the last date of bid submission of this RfS
Grid Code Regulations or Grid Code	shall mean the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time or Madhya Pradesh Electricity Grid Code (Revision-III), 2024, as amended from time to time, as applicable
Group Company	<p>of a Company means</p> <ul style="list-style-type: none"> 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

	<p>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</p> <p>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</p> <p>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.</p> <p>Provided that a financial institution, 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.</p>
InSTS	Intra-State Transmission System
ISTS	Inter-State Transmission System

Joint Control	shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital).
Lead Member of the Bidding Consortium or Lead Member	There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium. Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till 01 (one) year after the SCSD of the Project
Letter Of Award or LoA	shall mean the letter issued by MPPMCL to the selected Bidder for award of the Project
LLC	shall mean Limited Liability Company
Limited Liability Partnership or LLP	shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.
Member in a Bidding Consortium or Member	shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company.
Month	shall mean calendar month
MPERC	shall mean Madhya Pradesh Electricity Regulatory Commission
MPPMCL	shall mean Madhya Pradesh Power Management Company Ltd
MPPTCL or STU	shall mean Madhya Pradesh Power Transmission Company Ltd
Net Worth	means the Net-Worth as defined in Section 2 of the Companies Act 2013
Paid up Share Capital	shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013
Parent	shall mean a Company, which holds more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project

Performance Bank Guarantee (PBG)	shall mean the irrevocable unconditional bank guarantee to be submitted by the successful bidder as per Clause 18 of the RfS
Pooling Substation/Pooling Point	shall mean a point where more than one Project may connect to a common Transmission System. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the WPD(s) to get connected to the ISTS/InSTS substation. The voltage level for such common line shall be 220 kV or above in case of ISTS and 132 or above in case of InSTS. Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS/InSTS substation. However, the voltage level of transmission system of individual projects up to the pooling substation may be at 33 kV and above. Sub-meters shall be installed at the pooling substation for metering and forecasting and scheduling of individual Projects. The losses in the common transmission system up to the injection point shall be apportioned to the individual Projects for the purpose of billing.
PGCIL or Powergrid	shall mean Powergrid Corporation of India Limited
PPA	shall mean the Power Purchase Agreement signed between the successful bidder and MPPMCL according to the terms and conditions of the Draft PPA enclosed with this RfS
Project or Wind Power Project or Power Project	<p>shall mean the renewable energy generation facility owned by the WPD, comprising Wind Power Generating systems, having a single point of injection into the grid at Inter-connection/Metering point at ISTS/InSTS substation or in case of sharing of transmission lines, by separate injection at pooling point. Each project must also have separate control systems and metering.</p> <p>The Project shall include all units/WTGs, auxiliaries and associated facilities, bay(s) for transmission system in the their</p>

	switchyard, transmission line up to the injection 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 MPPMCL.
Project Location	shall mean the area identified by the WPD, comprising village(s), Tehsil(s)/Taluk(s) and District(s) within a State, where the Project is being implemented
Project Capacity	shall mean the maximum AC capacity at the Delivery Point that can be scheduled on which the Power Purchase Agreement shall be signed
Project Developer or Developer or Wind Power Developer (WPD)	shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a Project capacity by MPPMCL (through a competitive bidding process), including the SPV formed by the selected bidder/consortium for the purpose of setting up of the Project and signing of PPA with MPPMCL.
Promoter	shall mean Promoter as defined in the Companies Act, 2013
REA	means the Regional Energy Account issued by Regional Load Despatch Centre (RLDC) and amendment (if any) thereto
RLDC	means the Regional Load Despatch Centre
SCSD or Scheduled Commencement of Supply Date	shall mean the date as indicated in Clause 9.2 of the RfS.
SEA	means the State Energy Account issued by State Load Despatch Centre, Madhya Pradesh and amendment thereto.

Selected Bidder or Successful Bidder	shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA
SLDC	means the State Load Despatch Center as notified by the Government of Madhya Pradesh
TOE	shall mean Tender Opening Event
Ultimate Parent	shall mean a Company, which owns more than 50% (Fifty Percent) voting rights and paid up share capital, either directly or indirectly in the Parent and Affiliates.
Week	shall mean calendar week
Voltage of Delivery	means the voltage at which the Electricity generated by the Project is required to be delivered to the MPPMCL

SECTION 7: SAMPLE FORMS & FORMATS FOR BID SUBMISSION

Section 7: Formats for Bid Submission

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section 3.8, 3.16, 3.19 of Section 3 and other submission requirements specified in the RfS.

- i) Format of Covering Letter (Format 7.1)
- ii) Format for Power of Attorney (Format 7.2)
- iii) Format for Bank Guarantee Towards Earnest Money Deposit (EMD) (Format 7.3 A)
- iv) Format for Performance Bank Guarantee (PBG) (Format 7.3 B)
- v) Format for Board Resolutions (Format 7.4)
- vi) Format for the Consortium Agreement (Format 7.5)
- vii) Format for Financial Requirement (Format 7.6)
- viii) Undertaking (Format 7.7)
- ix) Format for Disclosure (Format 7.8)
- x) Format for Disclosure (for Consortiums) (Format 7.8 A)
- xi) Annexure to Format 7.8/ 7.8A
- xii) Not Used (7.9)
- xiii) Format for submission of Financial Bid (Formats 7.10)
- xiv) Preliminary Estimate of Cost of Wind Power Projects (Formats 7.11)
- xv) Special Instructions to Bidders for e- Tendering (Annexure-A)
- xvi) Format For Project Progress Status Of STU-Connected And ISTS-Connected Wind Power Projects (Annexure-B)
- xvii) Terms & Conditions of Reverse Auction Procedure (Annexure-C)
- xviii) Format of commitment to Financial Closure (Formats 7.12)

The Bidders may use additional sheets to submit the information for their detailed response.

FORMAT - 7.1 : COVERING LETTER

(The Covering Letter should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

Ref. No. _____

Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium)*

Tel. #: Fax#:

E-mail address#

To

Chief General Manager (Commercial – Non-Conventional Energy)
MP Power Management Company Limited (RO),
Opposite Bhojpur Club,
E-4, Arera Colony, Bhopal (M.P.) 462016
Email: mppmclwpp@mppmcl.com

Sub: Response to RfS No. dated for(Insert title of the RfS)

Dear Sir/ Madam,

We, the undersigned [insert name of the ‘Bidder’] having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for the Term of the PPA to MPPMCL, hereby submit our response to RfS.

We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 7.8 under Disclosure) **OR** We confirm that in the response to the aforesaid RfS, we have a Group Company who owns more than 10% but less than 26% in the bidding company as well as other companies who may participate in this RfS, and accordingly, we have submitted requisite undertaking as per Format 7.8A in this regard (strike out whichever not applicable).

We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of **400 MW**, including this response to RfS.

We are submitting application for the development of the following Project(s): -

S. No.	Capacity (MW)	Location of Project (Village, Tehsil,	Proposed CUF	Interconnection Point Details	Sub-Station details	OEM & EPC Contractor / WTG Manufacturer / Developer
--------	---------------	---------------------------------------	--------------	-------------------------------	---------------------	---

		Dist., State)				
1						
2						

(Note: 1. The bidder must ensure the project capacity mentioned is more than or equals to 10 MW (Intra State) / 50 MW (Inter State)

Note 2. Bidders may indicate either single CUF% for the entire capacity of the Project

Note 3. Delete/Insert the rows as applicable,)

- 1) We give our unconditional acceptance to the RfS, dated [Insert date in dd/mm/yyyy] and PPA documents attached thereto, issued by MPPMCL. In token of our acceptance to the RfS and PPA documents along with the amendments and clarifications issued by MPPMCL, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS and provisions of PPA and shall be binding on us. Further, we confirm that we will commence power supply from the full Project capacity within the deadline as per Clause 3.12 of the RfS.
- 2) Earnest Money Deposit (EMD):- (Please read Clause 3.8 carefully before filling)
We have enclosed EMD of INR (Insert Amount), in the form of Bank Guarantee no..... [Insert bank guarantee] dated [Insert date of bank guarantee] as per Format 7.3A/7.3B from [Insert name of bank providing bank guarantee issuing agency] and valid up to.....in terms of Clause No. 3.8 of this RfS. The total bid capacity of the Wind Project offered by us is MW.
(Strike off whichever is not applicable)
- 3) We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG within due time as mentioned in Clause Nos. 3.8 of this RfS on issue of LoA by MPPMCL for the selected Projects and/ or we are not able to sign PPA with MPPMCL within the timeline as stipulated in the RfS for the selected Projects, MPPMCL shall have the right to encash the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.
- 4) We hereby declare that the Project Capacity, for which the bid is being submitted by us, has already been commissioned by us, and, for the same, we have not suo-moto terminated any already signed PPAs with Renewable Energy Implementing Agencies as identified by the MNRE and/or State-owned Distribution Company (DISCOM) for participating in this RfS under Clause 2.3.2 of the RfS. *(applicable only in case of already commissioned Projects)*
- 5) We have submitted our response to RfS strictly as per Section 6 (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

- 6) We hereby declare that during the selection process, in the event our bid happens to be the last bid in the list of successful bids and MPPMCL offers a capacity which is greater than or equal to 50% of our quoted capacity due to overall bid capacity limit, we shall accept such offered capacity.
- 7) Acceptance:-
We hereby unconditionally and irrevocably agree and accept that the decision made by MPPMCL in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations from the provisions of the RfS and all claims in respect of this process.
- 8) We also unconditionally and irrevocably agree and accept that the decision made by MPPMCL in respect of award of Projects according to our preference order as above and in line with the provisions of the RfS, shall be binding on us.
- 9) Familiarity with Relevant Indian Laws & Regulations: -
We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to RfS and execute the PPA, in the event of our selection as Successful Bidder.
- 10) In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with MPPMCL, committing total equity infusion in the SPV as per the provisions of RfS. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
- 11) It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from MPPMCL.
- 12) The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.
- 13) We confirm that all the terms and conditions of our Bid are valid up to _____
(Insert date in dd/mm/yyyy) for acceptance [i.e. a period up to the date as on 12 months from the last date of submission of response to RfS].
- 14) **Contact Person**
Details of the representative to be contacted by MPPMCL are furnished as under:
Name :
Designation :
Company : MP Power Management Co. Ltd

Address : MP Power Management Company Limited (RO), Opposite Bhojpur Club, E-4, Arera Colony, Bhopal (M.P.) 462016

Phone Nos. :

Mobile Nos. :

E-mail address: mppmclwpp@mppmcl.com

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

16) Encl.: Appendix-I of the Covering Letter.

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

Thanking you,

We remain,

Yours faithfully,

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

Appendix-I to Covering Letter

Project Capacity: _____ MW

Project Location: _____

Average Hourly Profile (in MUs)

Hourly time blocks	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												

Appendix-II to Covering Letter

Project Capacity: _____ MW

Project Location: _____

Average Hourly Profile (in MW)

Hourly time blocks	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												

Format 7.2 FORMAT FOR POWER OF ATTORNEY

(Applicable Only in case of Consortium)

(To be provided by each of the other members of the Consortium in favor of the Lead Member)

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

KNOW ALL MEN BY THESE PRESENTS THAT M/s..... having its registered office at,, and M/s having its registered office at, (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named (insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s..... as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s..... a company incorporated under the laws of and having its Registered/ Head Office at as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS No.....

We also authorize the said Lead Member to undertake the following acts:

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

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

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

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

For and on behalf of Consortium Member

M/s.....

----- (Signature of person authorized by the board)

(Name
Designation
Place:
Date:)

Accepted

(Signature, Name, Designation and Address of the person authorized by the board of the
Lead Member)

Attested

(Signature of the executant)

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

Place: -----

Date: -----

Format 7.3A Format For Bank Guarantee Towards Earnest Money Deposit (EMD)

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

Reference:

Bank Guarantee No.:

Date:

In consideration of the _____ [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS No _____ dated _____ for Purchase of Power at MP State Periphery through Competitive Bidding Process followed By E-Reverse Auction from 800 MW Wind Power Projects Setup Anywhere in India with 'Greenshoe Option' Of Additional Capacity Upto 100% (800 MW). Bidder proposes MW [Insert cumulative Project capacity proposed] for supply of power on long term basis, in response to the RfS issued by MPPMCL and MPPMCL considering such response to the RfS of [Insert the name of the Bidder] as per the terms of the RfS. The _____ [Insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to MPPMCL at [Jabalpur, Madhya Pradesh] forthwith without demur on demand in writing from MPPMCL or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees _____ [Insert amount not less than that derived in line with Clause 17 of the RfS], only, on behalf of M/s _____ [Insert name of the Bidder].

This guarantee shall be valid and binding on this Bank up to and including _____ [insert date of validity in accordance with Clause No. 17 of this RfS] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ only). Our Guarantee shall remain in force until _____ [insert date of validity in accordance with Clause No. 17 of this RfS]. MPPMCL shall be entitled to invoke this Guarantee till _____ [insert date of validity in accordance with Clause No. 17 of this RfS].

The Guarantor Bank hereby agrees and acknowledges that the MPPMCL shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by MPPMCL, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to MPPMCL.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [*Insert name of the Bidder*] and/ or any other person. The Guarantor Bank shall not require MPPMCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against MPPMCL in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Jabalpur, Madhya Pradesh shall have exclusive jurisdiction. The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly MPPMCL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by MPPMCL or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to State Bank of India, Branch: Nayagaon, Rampur, Jabalpur (MP), A/c Name: M.P. Power Management Co. Ltd, Bank A/c No: 10238006940, IFSC Code: SBIN0007934 and a confirmation in this regard is received by MPPMCL.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ Only) and it shall remain in force until _____ [Date to be inserted on the basis of Clause No. 17 of this RfS].

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if MPPMCL serves upon us a written claim or demand.

Signature: _____

Name: _____

Power of Attorney No.: _____

For _____

[Insert Name and Address of the Bank] ____

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Format 7.3B Format For Performance Bank Guarantee (PBG)

(To be submitted separately for each Project)

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

Reference:

Bank Guarantee No.:

Date:

In consideration of the _____ [Insert name of the Bidder] (hereinafter referred to as 'selected Wind Power Developer') submitting the response to RfS inter alia for [Insert title of the RfS] of the capacity of MW, at [Insert name of the place], for supply of power there from on long term basis, in response to the RfS dated..... issued by MP Power Management Company Limited (hereinafter referred to as MPPMCL) and MPPMCL considering such response to the RfS of [Insert name of the Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the Wind Power Developer and issuing Letter of Award No. _____ to _____ (Insert Name of selected Wind Power Developer) as per terms of RfS and the same having been accepted by the selected WPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Wind Power Developer or a Project Company, M/s _____ {a Special Purpose Vehicle (SPV) formed for this purpose}, *if applicable*].

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

This guarantee shall be valid and binding on this Bank up to and including and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ only). Our Guarantee shall remain in force until..... MPPMCL shall be entitled to invoke this Guarantee till

The Guarantor Bank hereby agrees and acknowledges that MPPMCL shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by MPPMCL, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to MPPMCL.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [Insert name of the selected Wind Power Developer/ Project Company as applicable] and/ or any other person.

The Guarantor Bank shall not require MPPMCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against MPPMCL in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Jabalpur, Madhya Pradesh shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly MPPMCL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Wind Power Developer/ Project Company, to make any claim against or any demand on the selected Wind Power Developer/ Project Company or to give any notice to the selected Wind Power Developer/ Project Company or to enforce any security held by MPPMCL or to exercise, levy or enforce any distress, diligence or other process against the selected Wind Power Developer/ Project Company.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to State Bank of India, Branch: Nayagaon, Rampur, Jabalpur (MP), A/c Name: M.P. Power Management Co. Ltd, Bank A/c No: 10238006940, IFSC Code: SBIN0007934 and a confirmation in this regard is received by MPPMCL.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to MPPMCL and may be assigned, in whole or in part, (whether absolutely or by way of security) by MPPMCL to any entity to whom MPPMCL is entitled to assign its rights and obligations under the PPA.

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

Signature: _____

Name: _____

Power of Attorney No.: _____

For

_____ [Insert Name and Address of the Bank] ____

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Witness:

1.

Signature

Name and Address

2.

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of Bank Guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI)

Format 7.4 Format For Board Resolutions

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

- 1. RESOLVED THAT** Mr/ Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide RfS No. _____ for _____ (insert title of the RfS), including signing and submission of all documents and providing information/ response to RfS to MP Power management Company Limited (MPPMCL), representing us in all matters before MPPMCL, and generally dealing with MPPMCL in all matters in connection with our bid for the said Project. *(To be provided by the Bidding Company or the Lead Member of the Consortium)*
- 2. FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. **(To be provided by the Bidding Company)**

[Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided]

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest (-----%) equity [Insert the % equity commitment as specified in Consortium Agreement] in the Project.

(To be provided by each Member of the Bidding Consortium including Lead Member such that total equity is 100%)

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s ----- [Insert the name of other Members in the Consortium] and Mr/ Ms....., be and is hereby authorized to execute the Consortium Agreement. **(To be provided by each Member of the Bidding Consortium including Lead Member)**

And

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated executed by the Consortium as per the provisions of the RfS. **[To be passed by the Lead Member of the Bidding Consortium]**

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
3. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

Format 7.5 Format For Consortium Agreement

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

THIS Consortium Agreement (“Agreement”) executed on this ____ Day of _____ Two Thousand ____ between M/s _____ [Insert name of Lead Member] a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “Member-1”, which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “Member-2”, which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “Member-n”, which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfS and execution of Power Purchase Agreement (in case of award), against RfS No. _____ dated _____ issued by MP Power Management Company Limited (MPPMCL) a Company incorporated under the Companies Act, 2013, and having its Registered Office Shakti Bhawan, Vidyut Nagar, Rampur Jabalpur (M.P.)- 482008 (H.O)

WHEREAS, each Member individually shall be referred to as the “Member” and all of the Members shall be collectively referred to as the “Members” in this Agreement.

WHEREAS MPPMCL desires to purchase Power under RfS for _____ (insert title of the RfS);

WHEREAS, MPPMCL had invited response to RfS vide its Request for Selection (RfS) dated _____

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by MPPMCL wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _____), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, _____, Member-n and to submit the response to the RfS.
2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.

3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:
We acknowledge that after the execution of PPA, the combined shareholding in the SPV/Project Company shall not fall below 51% at any time prior to 01 (one) year after the SCSD, except with the prior approval of MPPMCL.

Name	Percentage
Member 1	--
Member 2	--
Member n	--
Total	100%

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure and commencement of supply of power in terms of the PPA.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Madhya Pradesh alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of MPPMCL in terms of the RfS.

12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by MPPMCL.
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of MPPMCL.
15. This Agreement
- has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of MPPMCL.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and PPA.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s----- [Member 1]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated _____) Witnesses:

1) Signature-----

Name:

Address:

2) Signature -----

Name:

Address:

For M/s----- [Member 2]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated _____) Witnesses:

1) Signature-----

Name:

Address:

2) Signature -----

Name:

Address:

For M/s----- [Member n]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated
_____) Witnesses:

1) Signature-----

2) Signature -----

Name:

Address:

Name:

Address:

Signature and stamp of Notary of the place of execution

Format 7.6 Format For Financial Requirement

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

Ref. No. _____

Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium)* _____

Tel. #: Fax#:

E-mail address#

To

Chief General Manager (Commercial – Non-Conventional Energy)
MP Power Management Company Limited (RO),
Opposite Bhojpur Club,
E-4, Arera Colony, Bhopal (M.P.) 462016
Email: mppmclwpp@mppmcl.com

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

We certify that the Bidding Company/Member in a Bidding Consortium is meeting the financial eligibility requirements as per the provisions of the RfS. Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Net Worth criteria, by demonstrating a Net Worth of Rs. Cr. (..... in words) as on the last date of Financial Year 2023-24 or as on the date at least 7 days prior to the bid submission deadline *(Strike out wherever not applicable)*.

This Net Worth has been calculated in accordance with instructions provided in Clause 3.4.6 of the RfS.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company*	Net Worth (in Rs. Crore)
Company 1			
Total			

*The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further,

documentary evidence to establish the relationship, duly certified by a practicing company secretary/ chartered accountant is required to be attached with the format.

Exhibit (ii): Applicable in case of Bidding Consortium

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

Name of Member: [Insert name of the Member]

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

For the above calculations, we have considered Net Worth by Member in Bidding Consortium and/ or its Affiliate(s) per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company* (If any)	Net Worth (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
Company 1					
--					
--					
Total					

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format*

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Annual Turnover Criteria, by demonstrating an Annual Turnover of INR _____ (_____ in words) as on the end of Financial Year 2023-24 or as on the day at least 7 days prior to the bid submission deadline (choose one). (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Annual Turnover by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company*	Annual Turnover (in Rs. Crore)
Company 1			
Total			

**The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding Consortium

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

Name of Member: [Insert name of the Member]

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

For the above calculations, we have considered Annual Turnover by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company* (If any)	Annual Turnover (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate Annual Turnover (in Rs. Crore)
Company 1					
--					
--					
Total					

** The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format*

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Profit Before Depreciation Interest and Taxes (PBDIT) criteria as mentioned in the RfS, by demonstrating a PBDIT of INR _____(in words) as on the end of Financial Year 2023-24 or as on the day at least 7 days prior to the bid submission deadline. (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the PBDIT by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company*	PBDIT (in Rs. Crore)
Company 1			
Total			

**The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding Consortium

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

Name of Member: [Insert name of the Member]

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

For the above calculations, we have considered PBDIT by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company* (If any)	PBDIT (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate PBDIT (in Rs. Crore)
Company 1					
--					
--					
Total					

** The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format*

(Signature & Name of the Authorized Signatory)

(Signature and

Stamp of CA)

Membership No.

Regn. No. of the CA's

Firm:

Date:

Note:

- i. Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth and Annual Turnover/PBDIT (as applicable) duly certified by the Chartered Accountant.
- ii. Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.
- iii. In case of the Bidder choosing to meet the Liquidity criteria through an In-principle sanction letter, such document shall be separately submitted by the bidder as part of the bidder's Response to RfS.

Format 7.7 UNDERTAKING

(To be submitted on the letterhead of the Bidder)

We, hereby provide this undertaking to MP Power Management Company Limited, in respect to our response to RfS vide No. _____ dated _____, that as on _____ (Insert bid submission deadline), M/s _____ (insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender.

We further undertake that as on _____ (insert bid submission deadline), M/s _____ (insert name of the Bidder) & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors have not been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc., or the United Nations or any of its agencies.

(Name and Signature of the Authorized Signatory)

Format 7.8 FORMAT FOR DISCLOSURE

(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

DISCLOSURE

Ref. No. _____

Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium)*

Tel. #: Fax#:

E-mail address#

To

Chief General Manager (Commercial – Non-Conventional Energy)
MP Power Management Company Limited (RO),
Opposite Bhojpur Club,
E-4, Arera Colony, Bhopal (M.P.) 462016
Email: mppmclwpp@mppmcl.com

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

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

We further declare and confirm that in terms of the definitions of the RfS, M/s _____ (enter name of the Promoter/Promoters) is/are our Promoter(s), and has/have a direct/indirect Control in the bidding company as per the Companies Act 2013. No other entity has a direct/indirect control in the bidding company except the entity(ies) mentioned above.

We further declare that the above statement is true & correct.

We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/PPA including but not limited to cancellation of our response to this RfS and LoA/PPA as applicable, we, i.e. M/s _____ (enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by MPPMCL for a period of 2 years from the date of default as notified by MPPMCL.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions of Clause 3.4.6 of the RfS, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also

enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS.

We understand that in case of us being selected under this RfS, any of the above certificates is found false, MPPMCL shall take appropriate action as deemed necessary.

Dated the _____ day of _____, 20____.

Thanking you,

We remain,

Yours faithfully,

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

Format 7.8A FORMAT FOR DISCLOSURE

(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

(To be submitted by all such bidders in which a common Company/companies directly/indirectly own(s) more than 10% but less than 26% shareholding)

DISCLOSURE

Ref.No. _____

Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium)*

Tel. #: Fax#:

E-mail address#

To

Chief General Manager (Commercial – Non-Conventional Energy)
MP Power Management Company Limited (RO),
Opposite Bhojpur Club,
E-4, Arera Colony, Bhopal (M.P.) 462016
Email: mppmclwpp@mppmcl.com

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

We hereby declare and confirm that in terms of the definitions of the RfS, M/s _____ (enter name of the common shareholder) is our Group Company, and has a direct/indirect shareholding of less than 26% in the bidding company. M/s _____ (enter name of the common shareholder) also holds directly/indirectly less than 26% shareholding in other Companies which may participate in this RfS, i.e. RfS No. _____.

We undertake that M/s _____ (enter name of the above common shareholder) is not a party to the decision-making process for submission of response to this RfS by M/s _____ (enter name of the bidding company/member in the consortium).

We further undertake that while undertaking any action as part of our response to RfS, we are not complicit with other such bidders participating in this RfS, in which M/s _____ (enter name of the common shareholder) has less than 26% direct/indirect shareholding, if any. We further declare and confirm that in terms of the definitions of the RfS, M/s _____ (enter name of the Promoter/Promoters) is/are our Promoter(s), and has/have a direct/indirect Control in the bidding company as per the Companies Act 2013. No other entity has a direct/indirect control in the bidding company except the entity(ies) mentioned above.

We further declare that the above statement is true & correct.

We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/PPA including but not limited to cancellation of our response to this RfS and LoA/PPA as applicable, we, i.e. M/s _____ (enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by MPPMCL for a period of 2 years from the date of default as notified by MPPMCL. We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions of Clause 37.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS.

We understand that in case of us being selected under this RfS, any of the above certificates is found false, MPPMCL shall take appropriate action as deemed necessary.

Dated the _____ day of _____, 20__.

Thanking you,

We remain,

Yours faithfully,

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

Annexure to Format 7.8/7.8A

DECLARATION

RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES: MoF OM No 7/10/2021-PPD (1) dated 23.02.2023

(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

Ref. No. _____

Date: _____

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

Tel#: Fax#:

E-mail address#

To

Chief General Manager (Commercial – Non-Conventional Energy)
MP Power Management Company Limited (RO),
Opposite Bhojpur Club,
E-4, Arera Colony, Bhopal (M.P.) 462016
Email: mppmclwpp@mppmcl.com

**Sub: Response to RfS No datedfor the tender
for**

Dear Sir/ Madam,

This is with reference to attached order vide OM No. F.7/10/2021-PPD(1) dated 23.02.2023 including subsequent amendments and clarifications thereto issued by Department of Expenditure, Ministry of Finance, Govt of India.

We are hereby submitting the following declaration in this regard:

"I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]."

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to the tender will be rejected.

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

Thanking you,
We remain,
Yours faithfully,

Encl: OM dated 23.02.2023, as referred above.

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

Format 7.10

Format For Submission Of Financial Bid

(The Covering Letter should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

Ref. No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company/ Lead Member of Consortium) _____

Tel. #: Fax#:

E-mail address#

To

Chief General Manager (Commercial – Non-Conventional Energy)
MP Power Management Company Limited (RO),
Opposite Bhojpur Club,
E-4, Arera Colony, Bhopal (M.P.) 462016
Email: mppmclwpp@mppmcl.com

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

I/We, _____ (Insert Name of the Bidder) enclose herewith the Financial Proposal for selection of my/ our firm for a capacity of __ MW in India as Bidder for the above.

I/We agree that this offer shall remain valid for a period up to the date as on 12 months from the due date of submission of the response to RfS and such further period as may be mutually agreed upon.

Dated the _____ day of _____, 20__.

Thanking you,

We remain,

Yours faithfully,

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

Notes:

- 1. If the Bidder submits the financial bid in the Electronic Form at ETS portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*
- 2. Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.*
- 3. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*
- 4. Tariff should be in Indian Rupee up to two decimal places only.*

Format 7.11

Preliminary Estimate of Cost of Wind Power Project

(Disclaimer: It is clarified that the data submitted as part of this Format is for MPPMCL's records only, and will have no bearing on the WPD's claims against Change in Law or any other provisions of the PPA)

Project Capacity:MW

Location:

S. No.	Particulars	Estimated Rate (in Lakh INR) (in figures)	Estimated quantity	Unit of measurement	Estimated Applicable Taxes (in %)	Estimated Total Cost including Taxes (in Lakh INR) (in figures)
1	Nacelle					
2	Hub					
3	Blade					
4	Power Conditioning Units					
5	Hardware + Cable					
6	Tower					
7	Tower Logistics					
8	Cables / Inter-connects/ Switchgear/ Control Panel/ Monitoring and Control System					
9	Power Evacuation Arrangement up to Inter-Connection Point (Cables and Transformers)					
10	Land Acquisition					
11	Civil and General Works					

12	Preliminary and Pre-Operative Expenses including IDC and Contingency					
13	Consultancy charges					
14	Others (please Specify)					
15	Total Project Cost					

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

Thanking you,

We remain,

Yours faithfully,

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

Annexure- A

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

GENERAL

The Special Instructions (for e-Tendering) supplement 'Instructions to Bidders', as given in these RfS Documents. Submission of Online Bids is mandatory for this RfS.

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-Tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, MP Power Management Company Limited (MPPMCL) has adopted a secured and user friendly e-tender system enabling bidders to Search, View, Download tender document(s) directly from the e-tendering portal of M/s Electronic Tender.com (India) Pvt. Limited <https://www.bharat-electronictender.com> through ISN-ETS. This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender® . A portal built using ElectronicTender's software is also referred to as ElectronicTender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

INSTRUCTIONS

Tender Bidding Methodology:

Sealed Bid System Single Stage Two Envelope

Broad Outline of Activities from Bidder's Perspective:

- a. Procure a Class III Digital Signing Certificate (DSC).
- b. Register on ElectronicTender System® (ETS)
- c. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA
- d. View Notice Inviting Tender (NIT) on ETS
- e. For this tender -- Assign Tender Search Code (TSC) to a MA
- f. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
- g. Clarification to Tender Documents on ETS • Query to MPPMCL (Optional) • View response to queries posted by MPPMCL
- h. Bid-Submission on ETS
- i. Opening of relevant Bid-Parts
- j. Post-TOE Clarification on ETS (Optional)
- k. Respond to MPPMCL Post-TOE queries
- l. Participate in e-ReverseAuction

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

To use the ElectronicTender® portal <https://www.bharat-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/ portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and payment of Annual Registration Fee, please contact ISN-ETS Helpdesk (as given below), to get your registration accepted/ activated.

Important Note:

1. Interested bidders have to download official copy of the RfS & other documents after login into the e-tendering Portal of ISN-ETS <https://www.bharat-electronictender.com>. If the official copy of the documents is not downloaded from e-tendering Portal of ISN-ETS within the specified period of downloading of RfS and other documents, bidder will not be able to participate in the tender.
2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Centre' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

ISN-ETS Helpdesk	
Telephone/ Mobile	<i>Customer Support: +91-124-4229071, 4229072 (From 10:00 HRS to 18:00 HRS on all Working Days i.e. Monday to Friday except Government Holidays</i>
Email-ID	<i>support@isn-ets.com [Please mark CC: soumya@isn-ets.com]</i>

Some Bidding Related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions).

Broad outline of submissions are as follows:

- Submission of Bid-Parts

- Envelope I (Techno-commercial-Bid)
- Envelope II (Financial-Bid)
- Submission of digitally signed copy of Tender Documents/ Addendum

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause 29 of the RfS, failing which the technical bids will not be opened.

Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

Internet Connectivity

If bidders are unable to access ISN-ETS's e-tender portal or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity.

Please note that Port SSL/ 443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up/ Broad and internet connectivity without Proxy settings is another option

SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically, for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypted® functionality, the contents of both the 'ElectronicForms®' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid Submission, and before the commencement of the Online TOE of Technical Bid. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by MPPMCL.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to MPPMCL in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-Tendering Server/ Portal.

OTHER INSTRUCTIONS

For further instructions, the vendor should visit the home-page of the portal <https://www.bharat-electronictender.com>, and go to the **User-Guidance Center**

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register/ First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SEVEN CRITICAL DOs AND DON'Ts FOR BIDDERS

Specifically, for Supplier organizations, the following '**SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.) Note: Bid-submission in ETS can consist of submission of multiple bid-components, which vary depending upon the situation and requirements of the Buyer. Successful receipt of a bid in an e-tendering scenario takes place if all the required bid-components are successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding. ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS.
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. The bidders are required to submit correct, valid and operative Pass-Phrase to decrypt either Technical Bid Part or Financial Bid

Part in a separate sealed envelope before due date and time of submission of bid. In the event, the bids are not opened with the pass-phrase submitted by bidder, MPPMCL may ask for resubmission/ clarification for correct pass-phrase. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s). If bidder fails to submit correct pass-phrase immediately as requested by MPPMCL, the Bid Processing Fee and Cost of RfS Document, if applicable, shall be forfeited and bid shall not be opened, and EMD shall be refunded. No request on this account shall be entertained by MPPMCL.

7. ETS will make your bid available for opening during the Online Tender Opening Event (TOE) 'ONLY IF' the status pertaining Overall Bid-Submission is 'COMPLETE'. For the purpose of record, the bidder can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the status pertaining overall Bid-Submission' is 'COMPLETE'

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

Pre-requisite for participation in bidding process

- Bidder must possess a PC/ Laptop with Windows 7 professional operating system and Internet Explorer 8 or 9 for hassle free bidding. Bidder is essentially required to effect the security settings as defined in the portal.
- The Bidder must have a high-speed internet connectivity (preferably Broadband) with internet explorer to access ISN-ETS's e-Tender Portal for downloading the Tender document and uploading/ submitting the Bids.
- A valid e-mail ID of the Organization/ Firm

Vendors Training Program

One day online training (10:00 to 17:00) is provided by ISN-ETS. Training is optional. In case, any bidder is interested, he may send a request to support@isn-ets.com. Vendors are requested to arrange their own Laptop, Digital Certificate and Wireless Connectivity to the Internet.

Annexure- B

Format For Project Progress Status of STU-Connected And ISTS-Connected Wind Power Projects

S. No.	Description	Reviewed on _____ (if applicable)	Present status	Remarks
		M/s _____ (Project ID & Contracted Capacity)	M/s _____ (Project ID & Contracted Capacity)	
		Effective Date of PPA: _____	Effective Date of PPA: _____	
		Original/ Revised Scheduled Commencement of Supply date: _____	Original/ Revised Scheduled Commencement of Supply date: _____	
		Actual Commencement of Supply date(s) (with capacity): _____	Actual Commencement of Supply date(s) (with capacity): _____	
1	Status of connectivity (Inter connection voltage level)			
	Connectivity start date			
	Bay installation status			
2.	Land Arrangement status with Acquisition details			
	Identification (Yes/No)			
	Location (Kindly provide the location co-ordinates) (KMZ File)			
	Status of Ownership			
	Total area required for the Project (in acres)			
	Extent of land acquired (in acres) (%)			
	Land procurement (Yes/No)			
	Land Conversion (Yes/No)			
	Land title (ownership/land lease)			

	allotment in the name of Developer) completed/partially completed, same shall be given in acres			
3.	Status of financing arrangements			
	Equity tie-up			
	Financial closure status			
	Financial lender details			
	Status of Debt Sanction/ Disbursement from Bank			
	Name of Bank			
4.	Status of Clearances (if applicable)			
	MoD (land area in acres to be specified)			
	Forest (land area in acres to be specified)			
	Mining (land area in acres to be specified)			
	Local Body (land area in acres to be specified)			
	Any other clearances			
5.	Status of Transmission line including distance and rating			
	Total distance of transmission line in km			
	Voltage Rating of transmission line			
6.	Design status of Project			
	Inverter capacity in MW			
	Inverter transformer capacity in MVA			
	No. of WTGs along with capacity (height & capacity)			
7.	Design status of Substation			
	Voltage rating of Substation			
	No. of Bays planned			
	Location of Substation (land Co-ordinates)			
8.	Design status of Transmission line towers and No. of			

	Towers foundations expected			
	Tower schedule status			
	No. of towers expected (In Nos.)			
9.	Supply Status			
	PO status of Inverter, WTGs, Power transformer, Inverter transformer, transmission line tower stubs, structure			
	Supply status of Inverter (%)			
	Supply status of WTGs (%)			
	Supply status of Power Transformer (%)			
	Supply status of Inverter Transformer (%)			
	Supply status of transmission line towers stubs (%)			
	Supply status of transmission line towers structure (%)			
	Overall status of supply (%)			
10.	Civil work status			
	Wind-Foundation work status (No. of WTG's for the Project vs. completed status)			
	Substation-foundation work status (No. of equipment foundation for the substation vs. completed status)			
	Transmission line-Foundation work status (No. of tower foundation for the project vs. completed)			
11.	Erection			
	Wind turbine-Erected capacity			
	S/s Equipment erection status Transformer erection Equipment			

	erection Pre-commissioning status			
	T/L-Tower erection in Nos.			
	T/L-Stringing in km			
12.	Pre-commissioning Status			

Annexure- C

Terms & Conditions of Reverse Auction

After opening of financial bids and short-listing of bidders based on the tariff and total capacity of project of qualified Project(s), MPPMCL shall resort to “REVERSE AUCTION PROCEDURE”. Reverse Auction shall be conducted as per methodology specified in Section- 4 and other provisions of Reverse Auction in RfS Documents and their subsequent Addenda / Corrigenda / Amendments / Clarifications. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

1. The Bidders shall ensure online submission of their ‘Bid Price’ within the auction period.
2. The Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to ETS.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. The reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5. The Bidders should acquaint themselves of the ‘Business Rules of Reverse Auction’, which is enclosed separately in the RfS document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, such bids would be considered non-responsive and would be rejected by MPPMCL.
7. The Bidders shall not divulge either his Bids or any other exclusive details of MPPMCL to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. The Bidders should also note that:
 - a. Bidders may note that, although extension time is ‘5’ minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute posting of the Financial Bid during reverse auction.
 - b. Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of MPPMCL, bid process, bid technology, bid documentation and bid details.
 - c. It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.

- d. Technical and other non-commercial queries (not impacting price) can only be routed to the MPPMCL contact personnel indicated in the RfS document.
- e. Order finalization and post order activities such as issuance of LOI, signing of PPA etc. would be transacted directly between successful bidder(s) and MPPMCL.
- f. LOI shall be placed outside the ETS e-portal & further processing of the LOI shall also be outside the system.
- g. In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure C of the RfS document.
- h. Bidders are advised to visit the auction page and login into the system well in advance to identify / rectify the problems to avoid last minute hitches.
- i. MPPMCL will not be responsible for any PC configuration/Java related issues, software / hardware related issues, telephone line glitches and breakdown / slow speed in internet connection of PC at Bidder's end.
- j. Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC / Internet / Java related issues and Bidder may lose the chance of participation in the auction.

10. For access to the Reverse Auction site, the following URL is to be used
<https://www.bharatelectrontender.com>

11. No queries shall be entertained while Reverse Auction is in progress.

BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per methodology specified in Section – 4 and other provisions of Reverse Auction in RfS documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety. The following would be parameters for e-Reverse Auction:

S. No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	Please refer Bid Information Sheet
2.	Duration of Reverse-Auction Bidding Event	30 Minutes
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	05 minutes
3.2	Automatic extension Time-Duration	05 minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension

4	Entity-Start-Price	Tariff Quoted by the bidders in Financial Bid (Second Envelope)
---	--------------------	---

Online Reverse Auction shall be conducted by MPPMCL on pre-specified date and time, while the bidders shall be quoting from their own offices / place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the Reverse Auction, any requests for extension of time will not be considered by MPPMCL. The bidders are therefore requested to make all the necessary arrangements/ alternatives whatever required so that they are able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. MPPMCL shall not be responsible for such eventualities.

The Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/no. of projects being auctioned, auction rules etc.

MPPMCL reserves the right to cancel/reschedule/extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.

MPPMCL shall not have any liability to bidders for any interruption or delay in access to the auction website irrespective of the cause. In such cases, the decision of MPPMCL shall be binding on the bidders.

Other terms and conditions shall be as per the Bidder's techno-commercial offers and as per the RfS document and other correspondences, if any, till date.

**POWER PURCHASE AGREEMENT (PPA)
BY AND BETWEEN**

AND

MP POWER MANAGEMENT COMPANY LIMITED

**PURCHASE OF 800 MW WIND POWER THROUGH COMPETITIVE
BIDDING PROCESS FOLLOWED BY e-REVERSE AUCTION FROM
PROJECTS SETUP ANYWHERE IN INDIA WITH 'GREENSHOE OPTION'
OF ADDITIONAL CAPACITY UPTO 100% (800 MW)**



RfS No. 05-01/311187/Wind/976

Dated: 23.06.2025

ISSUED BY:

M.P. Power Management Company Limited

(Wholly owned by Government of Madhya Pradesh)

CIN: U40109MP2006SGC018637

Registered. Office: Shakti Bhawan, Rampur, Jabalpur (M.P.) 482008

Regional Office: Opposite Bhojpur Club, E-4, Arera Colony, Bhopal (M.P.) 462016

Website: www.mppmcl.com

This Power Purchase Agreement is made on the [Insert date] day of[Insert month] of [Insert year] at [Insert place]

Between

..... [Insert name of the Wind Power Developer] (CIN-_____), a Company incorporated under the Companies Act 1956 or Companies Act 2013, having its registered office at [Insert address of the registered office of Wind Power Developer] (hereinafter referred to as “**Wind Power Developer or WPD**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the **First Part**;

And

MP Power Management Company Limited (CIN- U40109MP2006SGC018637), a Company incorporated under the Companies Act 2013, having its registered office at Shakti Bhawan, Rampur, Jabalpur (M.P.) 482008 (hereinafter referred to as “**MPPMCL**”, or “**Procurer**” or “**Buyer**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assignees) as a Party of the **Second Part**;

The WPD and MPPMCL are individually referred to as ‘Party’ and collectively referred to as ‘Parties’.

WHEREAS:

- A. The Government of India (GoI) has announced the Policy for promotion of the renewable energy-based project installation in the country and has set an ambitious target to achieve 500 GW of non-fossil-based installed energy capacity by the year 2030.
- B. The Ministry of Power (MoP), GoI has issued the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects vide Resolution dated 26th July 2023, read with Electricity Amendment Rules 2022 dated 29th December, 2022, including subsequent amendments and clarifications thereof, if any, issued until ____ [Enter the last date of bid submission of the RfS].
- C. MPPMCL on behalf of the three Discoms viz Madhya Pradesh Madhya Kshetra Vidyut Vitaran Company Ltd, Madhya Pradesh Poorv Kshetra Vidyut Vitaran Company Ltd and Madhya Pradesh Paschim Kshetra Vidyut Vitaran Company Ltd. which are engaged in the

distribution of electricity in their respective distribution area, in accordance with the “Management and Corporate Functions Agreement” executed on 05th June 2012, is authorized to procure power for the requirements of these Discoms.

- D. In order to fulfill the Renewable Purchase Obligation (RPO) and to meet the future requirements of Discoms, MPPMCL intends to procure wind power up to capacity of 800 MW through Competitive Bidding Process followed by e-reverse auction and additional up to 100% (800 MW) of wind power under ‘Greenshoe Option’.
- E. MPPMCL had initiated a Tariff-Based Competitive Bid Process for procurement of 800 MW of the power generated from the ISTS/InSTS connected Wind Power Projects on the terms and conditions contained in the Request for Selection (herein after referred to as ‘RfS’ issued by MPPMCL vide RfS No. 05-01/311187/Wind/976 dated 23.06.2025 including its subsequent amendments and clarifications, if any.
- F.[Insert name of the Bidding Company] has been selected in the Competitive Bidding Process, {in case Bidding Company is executing the Project through SPV} has constituted a Special Purpose Vehicle, [Insert the name of SPV, if applicable] (hereinafter referred to as ‘WPD’) for development, generation and supply of electricity from the MW Wind Power Project already established or to be established by WPD anywhere in India and for supply of such electricity to MPPMCL as Buying Utility(ies) (as defined) under a Power Purchase Agreement.
- G. MPPMCL has issued the Letter of Award No dated in favour of the[Insert the name of Bidding Company] for development and establishment of the MW Wind Power Project as per the terms and conditions contained in the RfS, and draft of this Power Purchase Agreement, including amendments and clarifications thereto circulated at the time of the bidding and other bidding documents as well as the conditions contained in the aforementioned Letter of Award.
- H. MPPMCL has agreed to purchase such Wind Power from the WPD and has agreed to sign a Power Purchase Agreement with the WPD to procure such power as per the provisions of the above said scheme.
- I. In terms of the RfS and the Bidding Documents, the WPD has furnished the Performance Bank Guarantee in the sum of Rs in favour of MPPMCL as per the format provided as a part of the Bidding Documents.

- J. The WPD has fulfilled the terms of the bidding and the terms of the Letter of Award for signing this Power Purchase Agreement as a definitive agreement for supplying the Wind Power MW to MPPMCL.
- K. Not used.
- L. The parties have agreed to execute this Power Purchase Agreement in terms of the provisions of the RfS, the bidding documents and the Letter of Award in regard to the terms and conditions set out in the tender document.

Now therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows:

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1. Definitions

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

“Act” or “Electricity Act, 2003”	shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
Affiliate	shall have the same meaning as contained in the RfS document;
“Agreement” or “Power Purchase Agreement” or “PPA”	shall mean this Power Purchase Agreement including its recitals and Schedules, Appendixes amended or modified from time to time in accordance with the terms hereof;
“Appropriate Commission”	Unless otherwise stated or the context requires, Appropriate Commission shall mean Madhya Pradesh Electricity Regulatory Commission;
“Awarded Capacity”	Shall mean MW [enter the capacity as awarded by MPPMCL as per the LoA]
“Backdown”	shall mean part of Contracted capacity available for scheduling but not scheduled based on instructions from MPPMCL / SLDC / RLDC, as the case may be;
“Bill Dispute Notice”	shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party;
“Business Day”	shall mean any calendar day, which is not a holiday in MPPMCL ;
“Buying Entity”	shall mean MPPMCL
“Capacity Utilization Factor” or “CUF”	shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time; However, for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Contracted Capacity;

	<p>In any Contract Year, if ‘X’ MWh of energy has been metered out at the Delivery Point for ‘Y’ MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) \times 100\%$;</p> <p>Declared CUF for this Project shall be ____ % (to be revised as applicable).</p>
“CERC”	shall mean the Central Electricity Regulatory Commission of India, constituted under sub – section (1) of Section 76 of the Electricity Act, 2003, or its successors;
“CTU” or “Central Transmission Utility”	shall mean the Government Company notified by the Central Government under Sub-Section (1) of Section 38 of the Electricity Act, 2003.
“Change in Law”	shall have the meaning ascribed thereto in Article 12 of this Agreement;
“Commencement of Power Supply” or “Commencement of Supply of Power”	The date of commencement of power supply shall mean the date of onset of commercial offtake of power supply under the PPA. Prior to declaration of commencement power supply, the WPD shall submit COD certificate upon receipt of successful completion of trial run certificate by the respective RLDC for the corresponding Installed Capacity to MPPMCL as part of the requisite documents.
“Commissioning”	The Project shall be commissioned in line with the provisions of the Grid Code as applicable.
“Commercial Operation Date (COD)”	shall mean the date as defined in “Commissioning” or in line with the provisions of the Grid Code as applicable.
“Competent Court of Law”	shall mean any court or tribunal or any similar judicial or quasi-judicial body in India that has jurisdiction to adjudicate upon issues relating to this Agreement;
“Consents, Clearances and Permits”	shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any

	concerned authority for the purpose of setting up of the generation facilities and/ or supply of power;
“Consultation Period”	shall mean the period of ninety (90) days or such other longer period as the Parties may agree, commencing from the date of issuance of a WPD Preliminary Default Notice or MPPMCL Preliminary Default Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;
“Contract Year”	shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 st and thereafter each period of 12 months beginning on April 1 st and ending on March 31 st provided that: <ul style="list-style-type: none"> i. in the financial year in which commissioning of the first part capacity of the Contracted Capacity would occur, the Contract Year shall commence from the date of commissioning of first capacity and end on the immediately succeeding March 31st, and thereafter each period of twelve (12) months commencing on April 1st and ending on March 31st, and ii. provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement
“Contracted Capacity”	shall mean [Insert capacity] MW, which is the AC capacity contracted with MPPMCL for supply of power by the WPD to MPPMCL at the Delivery Point from the Wind Power Project.
“Day”	shall mean a day, if not a Business Day, the immediately succeeding Business Day.
“Delivery Point” / “Interconnection Point”	shall mean a single point at 220 kV or above, where the power from the Project(s) is injected into the identified ISTS Substation (including the transmission line connecting the Projects with the substation system) or InSTS/STU Substation, in case of intra-State connected Projects, as specified in the RfS document. Metering shall

	<p>be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the WPDs shall abide by the relevant CERC/ MPERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.</p> <p>Pursuant to Article 4.2.6, all charges and losses related to Transmission of power from project up to Delivery Point (including but not limited to open access, transmission, wheeling, Unscheduled Interchange, Scheduling, Reactive power, RLDC/SLDC charges etc.) as notified by the competent authority / regulator shall be borne by the WPD and beyond the Delivery Point all charges and losses as notified by the competent authority / regulator from time to time shall be borne by the MPPMCL. In case MPPMCL is required to pay transmission charges and losses up to delivery point, the same shall be recovered from WPD.</p>
“Dispute”	shall mean any dispute or difference of any kind between MPPMCL and the WPD, in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16 of this Agreement.
“Due Date”	shall mean the forty-fifth (45 th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the MPPMCL or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill, or a Supplementary Bill is payable by the MPPMCL.
“Effective Date”	shall have the meaning ascribed thereto in Article 2.1 of this Agreement;

“Electricity Laws”	shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission;
"Energy Accounts"	shall mean the Regional Energy Accounts/State Energy Accounts as specified in the Grid Code issued by the appropriate agency for each Month (as per their prescribed methodology), including the revisions and amendments thereof or where such Regional Energy Accounts/State Energy Accounts are not issued, Joint Meter Reading (JMR) will be considered; MPPMCL reserves the right to choose from any of the above, i.e. JMR/SEA/REA;
“Event of Default”	shall mean the events as defined in Article 13 of this Agreement;
“Expiry Date”	shall mean the date occurring twenty-five (25) years from the Scheduled Commencement-of-Supply Date (SCSD) in case projects to be commissioned and in case of already commissioned project it shall be 25 years from the commercial operation date of such project.
“Force Majeure” or “Force Majeure Event”	shall have the meaning ascribed thereto in Article 11 of this Agreement;
“GNA Regulations”	shall mean the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022 notified on 07.06.2022, including subsequent amendments and clarifications issued thereof. Any reference to the terms “connectivity” or “network access” or “general network access” in this Agreement shall be interpreted in terms of the provisions of these Regulations.
“Guidelines: or “Scheme”	shall mean the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects issued by the Ministry of Power vide Gazette Notification dated 26 th July 2023, including subsequent amendments and

	clarifications notified thereof until the last date of bid submission of the RfS;
“Grid”	shall mean as per the definition contained in the Act.
“Grid Code” or “Indian Electricity Grid Code” or “IEGC” or “State Grid Code”	shall mean the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as specified by the CERC under Clause (h) of Sub-section (1) of Section 79 of the Electricity Act, as amended from time to time, and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of Sub- section (1) of Section 86 of the Electricity Act 2003, as applicable.;
“Indian Governmental Instrumentality”	shall mean the Government of India, Governments of State(s) [Insert the name(s) of the State(s) in India, where the Power Project, MPPMCL and WPD are located] and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or the above state Government(s) or both, any political sub-division of any of them; including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India;
“Installed Capacity” or “Project Capacity”	shall mean the rated AC capacity of the Project to be installed by the WPD, in line with Article 3.1 of this Agreement. The above configuration shall be identical to the “installed capacity” for which connectivity has been granted to the WPD under the GNA Regulations.
“Insurances”	shall mean the insurance cover to be obtained and maintained by the WPD in accordance with Article 8 of this Agreement;
“Interconnection Facilities”	shall mean the facilities on WPD’s side of the Delivery Point for scheduling, transmitting and metering the electrical output in accordance with this Agreement and which shall include, without limitation, all other transmission lines and associated equipment, transformers, relay and switching equipment and protective devices,

	safety equipment and RTU, Data Transfer and Acquisition facilities for transmitting data subject to Article 7, the Metering System required for supply of power as per the terms of this Agreement;
“Invoice” or “Bill”	shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by any of the Parties;
“Joint Control”	shall have same meaning as defined in RfS Document.
“Late Payment Surcharge”	shall have the meaning ascribed thereto in Article 10.3.3 of this Agreement;
“Law”	shall mean in relation to this Agreement, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of the Appropriate Commissions;
“Letter of Credit” or “L/C”	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
“MNRE”	shall mean the Ministry of New and Renewable Energy, Government of India;
“Month”	shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month;
“Party” and “Parties”	shall have the meaning ascribed thereto in the recital to this Agreement;
“Payment Security Mechanism”	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
“Performance Bank Guarantee”	shall mean the irrevocable unconditional bank guarantee, submitted by the WPD to MPPMCL in the form attached hereto as Schedule1;

<p>“Pooling Substation/ Pooling Point”</p>	<p>means a point where more than one Wind Power Project may connect to a common transmission system. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the WPD(s) to get connected to the Delivery Point. The voltage level for such common line shall be as per the voltage level specified in “Interconnection Point”. Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS/InSTS substation. However, the voltage level of transmission system of individual projects up to the pooling substation may be at 33 kV and above. Sub-meters shall be installed at the pooling substation for metering and forecasting and scheduling of individual projects. The losses in the common transmission system up to the injection point shall be apportioned to the individual Projects for the purpose of billing. In such case, it shall be responsibility of the WPD to obtain and furnish the meter reading jointly by the WPD and any competent authority (State Government or Central Government) (if applicable).</p>
<p>“Wind Power Project” or “Power Project” or “Project”</p>	<p>shall mean the Wind Power generation facility of Contracted Capacity of[Insert capacity] MW, located at [Insert name of the place] in [Insert name of the District and State] having a separate control system, metering and a single point of injection into the grid at Delivery/Interconnection/Metering point at ISTS/InSTS substation or in case of sharing of transmission lines, by separate injection at pooling point.</p> <p>The project shall includes all units and auxiliaries such as water supply, treatment or storage facilities; bay/s for transmission system in the switchyard, 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</p>

	intended to be developed and constructed for the purpose of supply of power as per this Agreement;
“Preliminary Default Notice”	shall have the meaning ascribed thereto in Article 13 of this Agreement;
"Prudent Utility Practices"	shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power generation equipment and which practices, methods and standards shall be adjusted as necessary, to take account of: <ul style="list-style-type: none"> i. operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be incorporated in the Power Project; ii. the requirements of Indian Law; and the physical conditions at the site of the Power Project
“RBI”	shall mean the Reserve Bank of India;
“Rebate”	shall have the same meaning as ascribed thereto in Article 10.3.5 of this Agreement;
“Request for Selection / RfS/Bidding Documents”	shall mean Request for Selection Documents issued by MPPMCL vide RfS No. 05-01/311187/Wind/976 dated 23.06.2025 including subsequent clarifications, amendments and addenda thereof.
"RLDC"	shall mean the relevant Regional Load Despatch Centre established under Sub-section (1) of Section 27 of the Electricity Act, 2003;
“RPC”	shall mean the relevant Regional Power Committee established by the Government of India for a specific region in accordance with the Electricity Act, 2003 for facilitating integrated operation of the power system in that region;
"Rupees", "Rs.", “₹”	shall mean Indian rupees, the lawful currency of India;

“Scheduled Commencement of Power Supply Date” or “SCSD”	shall mean the date as indicated in Clause 9 of the RfS.
“SERC”	shall mean the Electricity Regulatory Commission of any State in India constituted under Section-82 of the Electricity Act, 2003 or its successors, and includes a Joint Commission constituted under Subsection (1) of Section 83 of the Electricity Act 2003;
“SLDC”	shall mean the centre established under Sub-section (1) of Section 31 of the Electricity Act 2003, relevant for the State(s) where the Delivery Point is located;
“SLDC Charges”	shall mean the charges levied by the SLDC of the state wherein the Wind Power Project is located;
“MPPMCL”	shall mean Madhya Pradesh Power Management Company Ltd;
“State Transmission Utility” or “STU”	shall mean the Madhya Pradesh Energy Transmission Company Limited (MPPTCL);
"Tariff" or “Applicable Tariff”	Shall have the same meaning as provided for in Article 9 of this Agreement;
"Tariff Payment"	shall mean the payments to be made under Monthly Bills as referred to in Article 10 and the relevant Supplementary Bills;
“Termination Notice”	shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement;
"Term of Agreement"	shall have the meaning ascribed thereto in Article 2 of this Agreement;
“Unit/ Part Commencement of Power Supply”	shall mean the part Contracted Capacity (AC MW) not less than 50 MW (for ISTS Connected Projects) and 10 MW (for InSTS Connected Projects) for first part (with subsequent parts of at least 10 MW capacity and the last part being the balance Contracted Capacity) from which commencement of power supply is recorded;

“Unit Commercial Operation Date (UCOD)”	shall mean the COD declared for the respective unit/part of the Project in line with the provisions of the Grid Code.
"Week"	shall mean a calendar week commencing from 00:00 hours of Monday, and ending at 24:00 hours of the following Sunday;
“Wind Power”	shall mean power generated from the Wind Power Project;
“Wind Power Project”	shall mean the project that uses wind for conversion into electricity and that is being set up by the WPD to provide Wind Power to MPPMCL as per the terms and conditions of this Agreement;

1.2.Interpretation

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

- 1.2.1 “Agreement” shall be construed as including a reference to its Schedules and/or Appendices and/or Annexures;
- 1.2.2 An "Article", a "Recital", a "Schedule” and a “paragraph / clause" shall be construed as a reference to an Article, a Recital, a Schedule and a paragraph/clause respectively of this Agreement;
- 1.2.3 A “crore” means a reference to ten million (10,000,000) and a “lakh” means a reference to one tenth of a million (1,00,000);
- 1.2.4 An "encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;
- 1.2.5 “Indebtedness” shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 1.2.6 A "person" shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors,

- permitted transferees and permitted assigns in accordance with their respective interests;
- 1.2.7 "Rupee", "Rupees", "Rs" or new rupee symbol "₹" shall denote Indian Rupees, the lawful currency of India;
- 1.2.8 The "Winding-up", "dissolution", "insolvency", or "reorganization" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the Law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, Winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;
- 1.2.9 Words importing the singular shall include the plural and vice versa;
- 1.2.10 This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented;
- 1.2.11 A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time;
- 1.2.12 A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time;
- 1.2.13 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part;
- 1.2.14 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement;
- 1.2.15 All interest, if applicable and payable under this Agreement, shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty-five (365) days;
- 1.2.16 The words "hereof" or "herein", if and when used in this Agreement shall mean a reference to this Agreement;

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

1.2.18 This Agreement and other documents such as Request for Selection Documents, letter of Award, Guidelines including subsequent clarifications, addenda, amendments and further clarifications in regard to the tender shall be read in conjunction with each other and interpreted in harmonious manner. However, in case of any mismatch/contradiction between provisions of different documents, following shall be the order of precedence:

1. Power Purchase Agreement

2. RfS Documents

ARTICLE 2: TERM OF AGREEMENT

2.1. Effective Date

- 2.1.1 This Agreement shall come into effect from and such date shall be referred to as the Effective Date.
- 2.1.2 The Parties agree that decisions pertaining to adoption of the Tariff and approval of the same, for procurement of contracted capacity, shall be binding on all Parties concerned, as contained in the Electricity Act, 2003 and any amendments thereof.
- 2.1.3 Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be that, within 60 days of submission of application/petition for tariff adoption in Appropriate Commission or within 120 days from the signing of Power Purchase Agreement (PPA), whichever is more, MPPMCL shall obtain adoption of tariff from MPERC as applicable, on the terms and conditions contained in this Agreement. The Parties agree that in the event, the order of adoption of tariff as mentioned above is not issued by the MPERC within the time specified above, the provisions of Article 2.1.4 shall apply.
- 2.1.4 Pursuant to Article 4.2.6, if parties have not mutually extended the time period as stipulated under Article 2.1.3 and the order from the MPERC is issued within the timeline as per Article 2.1.3, no extension for SCSD shall be given. However, if the requisite MPERC order is issued after the timeline as per Article 2.1.3, this shall entail a corresponding extension in SCSD for equal number of days for which the order has been delayed beyond such period as specified in Article 2.1.3.
- 2.1.5 In case of any difference between the date of signing of PPA and the Effective Date of the PPA, which is attributable to the WPD, such duration between the two dates (in terms of days), will be deducted from the above extension in the corresponding milestone.
- 2.1.6 Provided further that in case, the order of adoption of Tariff by the MPERC as required under Article 2.1.3 above is not received or delayed, either Party shall not be liable for payment of any compensation to other Party for any loss or damage on account of such delay in approval of the MPERC.

2.2. Term of Agreement

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

period at least one hundred eighty (180) days prior to the Expiry Date, on mutually agreed terms and conditions.

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

2.3. *Early Termination*

- 2.3.1 This Agreement shall terminate before the Expiry Date if either MPPMCL or WPD terminates the Agreement, pursuant to Article 13 of this Agreement.

2.4. *Survival*

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

ARTICLE 3: INSTALLED CAPACITY AND PERFORMANCE SECURITY

3.1. Installed Capacity

- 3.1.1. The WPD shall configure the project with the objective of supplying wind power to the MPPMCL. Accordingly, the Project Capacity, i.e. the Installed Capacity shall mean the rated capacity of the Wind Power Project.
- 3.1.2. The above configuration shall be identical to the “installed capacity for which connectivity has been granted to the WPD under the GNA Regulations. Also, any change in Delivery Point is allowed up to the deadline for Financial Closure as per Article 3.4 of the PPA. The above change in Delivery Point shall be allowed by MPPMCL only in case the scheduled commissioning date of the ISTS/InSTS substation of the proposed revised Delivery Point is on or before the scheduled commissioning date of the existing Delivery Point of the Project, at the time of seeking approval of such change in Delivery Points by the WPD from MPPMCL.

3.2. Performance Bank Guarantee

- 3.2.1. The Performance Bank Guarantee (PBG) having validity from the date of submission of PBG until (insert validity period as per RfS conditions), submitted for a value of Rs. _____ (in words) under this Agreement, shall be for guaranteeing the commencement of the supply of power up to the Contracted Capacity within the time specified in this Agreement as per format provided in Schedule 1/2.
- 3.2.2. The failure on the part of the WPD to furnish and maintain the Performance Bank Guarantee shall be a material breach of the term of this Agreement on the part of the WPD.
- 3.2.3. If the WPD fails to commence supply of power from SCSD specified in this Agreement or any further extension thereof granted by MPPMCL, subject to conditions mentioned in Article 4.5, MPPMCL shall encash the Performance Bank Guarantee equivalent to the amount calculated as per penalty applicable under Article 4.6 as on the date of encashment without prejudice to the other rights of MPPMCL under this Agreement. It is to be noted that the damages/dues recovered by MPPMCL by encashing the PBG, upon the default of the WPD under the PPA, shall be credited to the payment security fund maintained by MPPMCL under the PPA.

3.3. Return of Performance Bank Guarantee

- 3.3.1. Subject to Article 3.2, MPPMCL shall return / release the Performance Bank Guarantee within 45 days after the successful commencement of Power supply from the Project after taking into account any penalty due to delays in commencement of power supply beyond SCSD as per provisions stipulated in this Agreement. PBG may be returned on pro-rata basis subsequent to commencement of supply from part-capacity of the Project, based on the request by the WPD.
- 3.3.2. The return / release of the Performance Bank Guarantee shall be without prejudice to other rights of MPPMCL under this Agreement.

3.4. Achievement of Financial Closure

The WPD agrees and undertakes to duly perform and complete all of the following activities to achieve Financial Closure, at the WPD's own cost and risk, by the date as on 6 months prior to the SCSD/ extended SCSD:

- a) The WPD shall make Project financing arrangements and shall provide necessary certificates to MPPMCL in this regard;
- b) The WPD shall submit the details of all planned/proposed wind turbine generators and produce the documentary evidence of the same.

3.5. Consequences of non-achievement of Financial Closure

- 3.5.1. In case of a failure to submit the documents as above, MPPMCL shall encash the Performance Bank Guarantee submitted by the WPD and may terminate this Agreement and remove the Project from the list of the selected Projects by giving a notice to the WPD in writing of at least seven (7) days. Unless extended as per provisions of Article 3.5.2 of this Agreement in writing, MPPMCL may terminate this Agreement upon the expiry of the 7th day of the above notice.
- 3.5.2. An extension, without any impact on the SCSD, may however be considered, on the sole request of WPD, on payment of Rs. 100/- per day per MW + applicable GST to MPPMCL. Such extension charges are required to be paid to MPPMCL in advance, for the period of extension required. In case of any delay in depositing this extension charge, WPD shall pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ SBI-MCLR (1Year). In case such delay in making payment of the extension charges to MPPMCL is more than 7 days, MPPMCL may terminate this Agreement upon the expiry of such 7th day. In case of the WPD meeting the requirements of Financial

Closure before the last date of such proposed delay period (for which extension charges have been paid), the remaining amount deposited by the WPD shall be returned by MPPMCL without interest. This extension will not have any impact on the SCSD. Any extension charges paid so by the WPD, shall be returned to the WPD without any GST amount and interest on achievement of successful commencement of power supply within the SCSD, on pro-rata basis, based on the Contracted Capacity that has commenced supply of power as on SCSD. However, in case the WPD fails to start commencement of power supply from the Contracted Capacity by SCSD, the extension charges deposited by the WPD shall not be refunded by MPPMCL. For the avoidance of doubt, it is clarified that this Article shall survive the termination of this Agreement.

ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT

4.1. *WPD's Obligations*

4.1.1. The WPD undertakes to be responsible, at WPD's own cost and risk, for the following:

- a) The WPD shall be solely responsible and make arrangements for land & associated infrastructure for development of the Project and for Connectivity with the ISTS/InSTS System for confirming the availability of power system required for supply of power by the SCSD and all clearances related thereto.
- b) Obtaining all Consents, Clearances and Permits as required and maintaining all Consents, Clearances and Permits in full force and effect during the Term of this Agreement. MPPMCL shall have no obligation to recommend to any department/agency or the Govt. for the grant/permission for the Wind Power project. The Wind Power Developer shall, on his own, obtain permissions/ sanctions from Government authorities, if any required for establishing the Project. Any steps that may be taken by MPPMCL in regard to grant of such consents and permits or any other approval to be taken by the WPD shall only be a voluntary facilitating endeavor on the part of MPPMCL with no intention of being bound by any legal or binding obligation.
- c) Designing, constructing, erecting, commissioning, completing and testing the Power Project in accordance with the applicable Law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices.
- d) The WPD shall make adequate arrangements to connect the Power Project switchyard with the Interconnection Facilities at Interconnection / Metering / Delivery Point to connect the Power project switchyard with the Interconnection facilities at the Delivery Point.
- e) Obtaining Connectivity and executing connectivity agreement as per provision of GNA regulation issued by CERC or LTA regulation issued by MPERC, for evacuation of the Contracted Capacity and maintaining it throughout the term of the Agreement. It is further clarified that the Entities (WPD and MPPMCL) as indicated in the detailed procedure issued subsequently under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022/MPERC Regulation, will be responsible for their respective

obligation as notified in the detailed procedure irrespective of the provisions of the RfS, and PPA.

- f) The commencement of supply of power up to the Contracted Capacity to MPPMCL no later than the SCSD and continuance of the supply of power in line with Clause 4.4 of this Agreement throughout the term of the Agreement.
- g) Owning the Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 15.
- h) Maintaining minimum 51% shareholding prevalent at the time of signing of PPA up to a period of one (1) year after the SCSD in line with Clause 24 of the RfS;
- i) Providing a discount of Rs. 0.02/kWh in the monthly billing which will be apportioned towards the payment security mechanism to be maintained under Article 10.1.1 of this Agreement. (To be applicable in case the WPD has opted for this discounting in lieu of Payment Security Mechanism. Strike it out if not applicable)
- j) Fulfilling all obligations undertaken by the WPD under this Agreement and also as per the terms of the RfS.
- k) The WPD shall be responsible to for directly coordinating and dealing with the corresponding Buying Utility, Load Despatch Centres, Regional Power Committees, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of Wind Power and due compliance with deviation and settlement mechanism and the applicable Grid code/State/Central Regulations, acknowledging that the WPD and the MPPMCL is the Grid connected entities.
- l) The WPD shall install the type certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) issued by MNRE as updated until the SCSD in the Project.
- m) The WPD shall be solely responsible for and obligated to ensure that the Project being implemented under this Agreement shall fulfil the criteria as per Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, and subsequent amendments and clarifications thereof.
- n) As part of scheduling of power from the Project, the WPD will be required to punch-in its respective schedules along with subsequent revisions in such schedules, by itself, at the interfaces of all the RLDCs/SLDCs concerned for the corridor of power flow,

including the RLDC of the MPPMCL, as per the Regulations in force, under intimation to MPPMCL. The WPD must intimate MPPMCL in advance (preferably in the first week of the month), the energy transacted in previous month so that it will help to comply statutory obligations of MPPMCL. The WPD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.

- o) After signing of PPA, the WPD shall apply for drawl NOC(s) from the MPPTCL as applicable.
- p) The WPD shall be required to submit the progress status of the Project to MPPMCL as and when requested by MPPMCL, strictly within the timelines provided by MPPMCL. Further, on 5th day of every calendar month, the WPD shall be required to submit the Project progress status as per Annexure - B of the RfS,
- q) The WPD shall install and maintain GPS enabled Automatic Weather Station (AWS) as per the technical specifications and standards specified by relevant Central Government agency. Availability of the data from such AWS shall be ensured as specified by the MP State Load Despatch Centre and other Central government agencies in accordance with the provisions of Indian Electricity Grid Code and instructions from the appropriate Load Despatch Centre from time to time.
- r) WPD complies with applicable cyber security regulations, directives, and guidelines issued by the concerned Central Government authorities dealing with cyber security.
- s) Any delay in securing land or permits from the appropriate body/government/department shall not be construed as force majeure event and WPD shall ensure adhering the timelines as per the RFS and PPA.

4.2. Information regarding Interconnection Facilities

- 4.2.1. The WPD shall be required to obtain all information from the STU/CTU/concerned authority with regard to the Interconnection Facilities as is reasonably necessary to enable it to design, install and operate all interconnection plant and apparatus on the WPD's side of the Delivery Point to enable delivery of electricity at the Delivery Point. The transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the WPD at his own cost.

- 4.2.2. Penalties, fines and charges, etc. imposed by the CTU/ STU under any statute or guidelines in relation to delay in commissioning of the Project shall be entirely dealt by the WPD and any such amounts claimed by such agency(ies) shall be payable by the WPD.
- 4.2.3. The responsibility of getting connectivity with the transmission system up to the Interconnection Point, will lie with the WPD. The transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the WPD at his own cost. The maintenance of Transmission system up to the designated point as per the applicable terms and conditions shall be the responsibility of the WPD to be obtained at his own cost. All costs and charges including but not limited to the wheeling charges and losses up to and including at the Interconnection Point associated with this arrangement will also be borne by the WPD.
- 4.2.4. In case of Pooling substation, losses in the transmission line shall be apportioned among the WPDs who share such a Pooling arrangement and duly signed by all WPDs, based on their monthly generation.
- 4.2.5. The arrangement of connectivity shall be made by the WPD through a transmission line. The entire cost of transmission including cost of construction of line, any other charges, losses etc. from the Project up to the Interconnection Point will be borne by the WPD. In case of non-availability of Grid and Transmission System during Term of this Agreement, for reasons not attributable to the WPD, provisions of Article 4.10 shall be applicable.
- 4.2.6. ISTS charges and losses on transmission of power, including waiver for wind power, shall be applicable as per extant regulations. Government of India/CERC at its sole discretion, from time to time, issues order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of wind power till a certain date. In case commencement of power supply from the Project gets delayed beyond the applicable date of ISTS waiver, arising out of any reasons whatsoever, MPPMCL shall bear no liability with respect to transmission charges levied, if any. However, in case the SCSD is on or before the above deadline for ISTS waiver and commencement of power supply from the Project gets delayed beyond the applicable date of ISTS waiver, due to reasons solely attributable to the WPD, the liability of transmission charges would be to the account of the WPD.
- 4.2.7. Delay in Project commissioning beyond the deadline as stipulated by the Government of India, and treatment of ISTS charges and losses thereof, shall be dealt in line with the

Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) (First Amendment) Regulations, 2023 dated 07.02.2023, and subsequent amendments and clarifications thereto, as applicable.

- 4.2.8. Subject to the above, it is however, clarified that ISTS charges and losses beyond the Delivery Point(s) shall be borne by the MPPMCL.

4.3. Purchase and sale of Power within the Contracted Capacity

- 4.3.1. Subject to the terms and conditions of this Agreement, the WPD undertakes to sell wind power to MPPMCL and MPPMCL undertakes to purchase such power and pay Tariff for all the energy supplied at the Delivery Point corresponding to the Contracted Capacity.
- 4.3.2. Power procured from the Project under this Agreement shall be allocated to MPPMCL.

4.4. *Right to Contracted Capacity & Energy*

- 4.4.1. The Declared CUF by the WPD is _____ (insert the amount as per MPPMCL's LoA). The WPD will be allowed to revise the Declared CUF of the Project once within first three years after the date of commencement of power from first part capacity of the Project or full Project capacity, whichever is earlier. In case of revision in Declared CUF, the revised CUF shall, in no case, be lower than the originally committed value. Subsequent to commencement of power supply from the Project, MPPMCL, in any Contract Year, except for the Contract Year ending on 31st March immediately after the date of commencement of power from the Project, shall not be obliged to purchase any additional energy from the WPD beyond Million kWh (MU) [Insert value of energy corresponding to CUF of 120% of the Declared CUF for the Project or the modified CUF]. If for any Contract Year, except for the Contract Year ending on 31st March immediately after the date of commencement of power from the Project, it is found that the WPD has not been able to supply minimum energy amounting to Million kWh (MU) [Insert values corresponding to a CUF of 80% of the Declared CUF for the project or the modified CUF], save and except in case of Force Majeure, the WPD shall be liable to pay penalty to MPPMCL.

For the first year of operation of the Project, the above limits shall be considered for the complete calendar year after the date of commencement of power from the Project.

Subsequently, the Declared CUF will be calculated every year from 1st April of the year to 31st March next year. Similarly, for the last year of operation of the Project, these limits shall be considered for the complete calendar year before the expiry of the PPA.

The lower limit will, however, be relaxable by MPPMCL to the extent of Generation Compensation due to grid non-availability to the Project for evacuation which is beyond the control of the WPD as determined under provisions of Article 4.10.1. The amount of such penalty will be calculated @ 50% (fifty per cent) of the Applicable Tariff for the shortfall in energy terms, which in turn, shall be remitted to MPPMCL. The penalty as per above shall be applied on the amount of shortfall in generation from the Project during any Contract Year. This penalty shall not be applicable in events of Force Majeure identified under this Agreement, affecting supply of Wind Power by WPD.

- 4.4.2. In case WPD fails to maintain supply of annual energy corresponding to the minimum CUF for two (2) consecutive Contract Years after the commencement of supply of power, for any Contract Year (except for the first and final Contract Year), throughout the term of this Agreement, WPD's annual minimum CUF obligation shall get reduced to the average of actual CUF for the 2 default Contract Years and the WPD shall be obligated to pay to the MPPMCL lump-sum damages equivalent to 24 (twenty-four) months or balance PPA period whichever is less, of the tariff, for the reduction in yearly minimum CUF obligation within 45 days from the claim raised by the Procurer..
- 4.4.3. In the event WPD fails to pay the damages as mentioned in above article of this Agreement within the defined time, such event shall be considered as an event of default by the WPD and shall be treated as per Article 13.1.1.
- 4.4.4. Any excess generation over and above as per Article 4.4.1, may be purchased by MPPMCL at the tariff as per Article 9, provided MPPMCL consents to purchase such power at the Applicable Tariff as per PPA. While the WPD would be free to install the wind turbines as per its design of required output, including its requirement of auxiliary consumption and to repower the Project from time to time during the term of the PPA, it will not be allowed to sell any excess energy to any other entity other than MPPMCL (unless refused by MPPMCL). The WPD shall be required to intimate MPPMCL about the proposed excess quantum of energy likely to be generated from the Project within any Contract Year, at least 60 days prior to the proposed date of commencement of excess generation. MPPMCL

shall be required to intimate its approval/refusal to the WPD, for buying such excess generation not later than 15 days of receiving the above offer from the WPD. In the event the offer of the WPD is not accepted by MPPMCL within the said period of 15 deviation days, such right shall cease to exist and the WPD shall, at its sole discretion, may sell such excess power to any third party.

However, in case at any point of time, the peak of capacity reached is higher than the Contracted Capacity and causes disturbance in the system at the point where power is injected, the WPD will have to forego the excess generation and reduce the output to the rated capacity and shall also have to pay the penalty/charges (if applicable) as per applicable regulations / requirements / guidelines of CERC / MPERC /MP SLDC or any other competent agency.

4.5. *Extensions of Time*

4.5.1. In the event that the WPD is prevented from performing its obligations under Article 4.1 by the SCSD due to:

- a. any MPPMCL Event of Default; or
- b. Force Majeure Events affecting MPPMCL or
- c. Force Majeure Events affecting the WPD,

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

4.5.2. Subsequent to grant of connectivity, in case there is a delay in operationalization of GNA/LTA by the CTU/STU and/or there is a delay in readiness of the ISTS/InSTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS/InSTS network until SCSD of the Project, and it is established that:

- a. The WPD has complied with the complete application formalities as per RfS,
- b. The WPD has adhered to the applicable Procedure in this regard as notified by the CERC/CTU/MPERC/STU, and

- c. The delay in operationalization of GNA/LTA and/or delay in readiness of the ISTS/InSTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS/InSTS network, is solely attributable to the CTU/STU and is beyond the control of the WPD;

The above shall be treated as delays beyond the control of the WPD and SCSD for such Projects shall be revised as the date as on 60 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or grant/operationalization of GNA/LTA. Decision on requisite extension on account of the above factor shall be taken by MPPMCL. In case of change in Project location(s) by the WPD, extension requests under this Article shall be dealt by MPPMCL on case-to-case basis. For avoidance of ambiguity, it is clarified that for decisions made under this Article, the phrase “change in Project location” or its similar connotations, shall refer solely to change in Delivery Point(s) of the Project.

- 4.5.3. In case of extension due to reasons specified in Article 4.5.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of nine (9) months from the date of the Force Majeure Notice, termination of this Agreement shall be caused solely at the discretion of MPPMCL, as per the provisions of Article 13.5.
- 4.5.4. If the Parties have not agreed, within thirty (30) days after the affected Party’s performance has ceased to be affected by the relevant circumstance, on the time period by which the SCSD or the Expiry Date should be deferred, either Party may raise the Dispute to be resolved in accordance with Article 16.
- 4.5.5. As a result of such extension on account of Article 4.5.1 or Article 4.5.2, the newly determined SCSD and newly determined Expiry Date shall be deemed to be the SCSD and the Expiry Date for the purposes of this Agreement.
- 4.5.6. Further, any delay in adoption of tariff by the Appropriate Commission, beyond 60 days of submission of petition for adoption of tariff before the Appropriate Commission or 120 days from the date of signing of PPA, whichever is more, shall entail a corresponding extension in the SCSD, in line with provisions of Article 2.1.4 of this Agreement.
- 4.5.7. Delay in commencement of power supply from the project beyond the SCSD for reasons other than those specified in Article 4.5.1 & Article 4.5.2 shall be an event of default on part of the WPD and shall be subject to the consequences specified in the Article 4.6.

4.6. *Penalty for delay in Commencement of Power Supply*

4.6.1. The WPD shall commence supply of power from the full Project Capacity within SCSD as defined in this Agreement. If the WPD is unable to commence power supply from the Project by the SCSD for the reasons other than those specified in Article 4.5.1 and 4.5.2, the WPD shall pay to MPPMCL, penalty for the delay in such commencement of power supply and making the Contracted Capacity available for dispatch by the SCSD as per the following:

- i. Delay beyond the SCSD upto (& including) the date as on 6 months after the SCSD or the extended SCSD, if applicable: The total PBG amount shall be encashed on per-day basis and proportionate to the Project capacity that has not commenced supply of power. For example, in case of a Project of 400 MW capacity, if supply of power has commenced of 100 MW capacity is delayed by 18 days beyond the SCSD, then the penalty shall be: $\text{PBG amount} \times (100/400) \times (18/180)$. For the purpose of calculation of penalty, a 'month' shall comprise of 30 days.
- ii. For avoidance of doubt it is clarified that provisions of Article 4.6.1 will be applicable even in cases where no capacity (**i.e. 0 MW**) has commenced power supply.

4.6.2. The maximum time period allowed for commencement of power supply from the full Project Capacity with encashment of Performance Bank Guarantee shall be limited to 6 months after the SCSD/extended SCSD of the Project. In case, the commencement of power supply from the Project is delayed beyond 6 months after the SCSD, following shall be applicable:

- a. The Contracted Capacity shall stand reduced / amended to the capacity corresponding to the Project Capacity that has commenced power supply until the date as on 6 months after the SCSD and the PPA for the balance capacity will stand terminated and shall be reduced from the Contracted Capacity.
- b. Not used.

However, MPPMCL has the full right to give extension to WPDs beyond the timeline as mentioned above in case reason of delay is beyond the reasonable control of WPD.

4.6.3. The WPD acknowledges and accepts that the methodology specified herein above for calculation of penalty payable by the WPD is a genuine and accurate pre-estimation of the

actual loss that will be suffered by MPPMCL. WPD further acknowledges that a breach of any of the obligations contained herein result in injuries and that the amount of the penalty or the method of calculating the penalty specified in this Agreement is a genuine and reasonable pre-estimate of the damages that may be suffered by the MPPMCL in each case specified under this Agreement.

- 4.6.4. In case of part-commencement of power supply subsequent to the SCSD, encashment of PBG shall take place upon commencement of power supply from each part capacity, in case of no request for time extension of such part capacity pending with MPPMCL.

4.7. Acceptance/Performance Test

- 4.7.1. Prior to synchronization of the Power Project, the WPD shall be required to get the Project certified for the requisite acceptance/performance test as may be laid down by Central Electricity Authority or an agency identified by the central government to carry out testing and certification for the Wind Power projects.

4.8. Third Party Verification

- 4.8.1. The WPD shall be further required to provide entry to the site of the Power Project (from which power under this Agreement is being made available) free of all encumbrances at all times during the Term of the Agreement to MPPMCL and a third Party nominated by MPPMCL for inspection and verification of the works being carried out by the WPD at the site of the Power Project. The WPD shall provide full support to MPPMCL and/or the third party in this regard.
- 4.8.2. The third party may verify the construction works/operation of the Project being carried out by the WPD and if it is found that the construction works/operation of the Power Project is not as per the Prudent Utility Practices, it may seek clarifications from WPD or require the works to be stopped or to comply with the instructions of such third party.

4.9. Breach of Obligations

- 4.9.1. The Parties herein agree that during the subsistence of this Agreement, subject to MPPMCL being in compliance of its obligations & undertakings under this Agreement, the WPD would have no right to negotiate or enter into any dialogue with any third party

for the sale of Contracted Capacity of power which is the subject matter of this Agreement. It is the specific understanding between the Parties that such bar will apply throughout the entire term of this Agreement.

4.10. Generation compensation for Off-take constraints

4.10.1. Generation Compensation in offtake constraints due to Grid Unavailability: During the operation of the plant, there can be some periods where the Project can generate power but due to temporary transmission unavailability, the power is not evacuated, for reasons not attributable to the Wind Power Developer. In such cases, subject to the submission of documentary evidences from the competent authority, the generation compensation shall be restricted and payable by the MPPMCL:

Duration of Grid unavailability	Provision for Generation Compensation
Grid unavailability in a Contract Year	<p><i>Generation Compensation=</i> <i>(Tariff X RE Power (MW) offered but not scheduled by the MPPMCL) X 1000 X no. of hours of grid unavailability.</i></p> <p><i>Wherein,</i></p> <p><i>Hours = (Minutes of Grid Unavailability / 60)</i></p> <p>However, in the case of third-party sale or sale in the power exchange, as price taker, the 95% of the amount realized, after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.</p>

Compensation (if any) calculated as per above provision, will be paid to the WPD on an annual basis.

4.10.2. The Generation Compensation shall only be applicable if the WPD sells such unscheduled power in the power exchange as a price taker. In such an event, the Generation Compensation payable by the MPPMCL, shall be limited to the difference of the actual generation up to the energy quantum corresponding to the Declared CUF, subject to a maximum of the Contracted Capacity, and the quantum of power scheduled by the WPD in the power exchange. Further, the WPD agrees that 95% (ninety five percent) of the amount realized by the WPD from the power exchange sale, after deducting expenses, shall

be adjusted against the invoice for the shortfall in the quantum of power offtake by the MPPMCL below the Declared CUF as part of the Monthly Bill issued for the immediately succeeding Month after the annual reconciliation process.

It is further provided that notwithstanding anything contained in this Article, the WPD shall be entitled to claim the Generation Compensation without selling such power in the power exchange if: (a) the energy generated and scheduled by the WPD in the power exchange is not cleared at the expiry of the stipulated duration of the respective market; or (ii) due to unavailability of the power evacuation system beyond the Delivery Point, the SPD is unable to evacuate the generated energy from the Unit

4.10.3. Payment in case of reduced off take: The WPD and the Buying Entity shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. In case the plant is available to supply power but the off take of power is not done by the MPPMCL , including non-dispatch of power due to non-compliance with “Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 notified by the Ministry of Power vide Gazette notification dated 3rd June 2022” and any clarifications or amendment thereto, considering the principle of „must run“ status for RE Power, the WPD shall be eligible for payment from the MPPMCL , corresponding to the reduced off take, in terms of following manner:

Duration of reduced off take	Provision for Generation Compensation
Reduced off-take in a Contract Year as defined in the PPA	<p><i>Generation Compensation=</i> <i>(Applicable Tariff X RE Power (MW) offered but not scheduled by the MPPMCL) X 1000 X no. of hours of Reduced Off take.</i></p> <p><i>Wherein,</i> <i>Hours = (Minutes of Reduced Offtake / 60)</i></p> <p>However, in the case of third-party sale or sale in the power exchange, as price taker, the 95% of the amount realized, after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.</p>

4.10.4. For claiming compensation, the WPD 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 MPPMCL.

The WPD shall be eligible for payment from the MPPMCL , corresponding to the reduced offtake of power as per above mentioned methodology. The Payment is to be done as part of the energy bill for the successive month after receipt of Energy Accounts (REA/SEA/JMR). It is hereby clarified that for the purpose of Article 4.10, “generation” shall mean scheduled energy based on Energy Accounts. The WPD shall not be eligible for any compensation in case the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions or Force Majeure.

ARTICLE 5: SYNCHRONIZATION, COMMERCIAL OPERATION AND COMMENCEMENT OF SUPPLY OF POWER

- 5.1.** The WPD shall give the concerned RLDC/SLDC and MPPMCL at least sixty (60) days' advanced preliminary written notice and at least thirty (30) days' advanced final written notice, of the date on which it intends to synchronize the Wind Power Project to the Grid System.
- 5.2.** Subject to Article 5.1, the Project may be synchronized by the WPD to the Grid System when it meets all the connection conditions prescribed in applicable Grid Code then in effect and otherwise meets all other Indian legal requirements for synchronization to the Grid System.
- 5.3.** The synchronization equipment and all necessary arrangements / equipment including RTU for scheduling of power generated from the Wind Project and transmission of data to the concerned authority as per applicable regulations shall be installed by the WPD at its generation facility at its own cost. The WPD shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted by the head of the concerned substation/Grid System and checking/verification is made by the concerned authorities of the Grid System and RLDC/SLDC, in line with the provisions of the Grid Code.
- 5.4.** The WPD shall immediately after each synchronization/tripping of generator, inform the substation of the Grid System to which the generation facility including Wind Project(s) is electrically connected and also to the RLDC/SLDC in accordance with applicable Grid Code under intimation to MPPMCL.
- 5.5.** The WPD shall commission the Project in line with provisions of the Grid Code as applicable. In line with this regulation, the WPD proposing the Project, or its part, for trial run or repeat of trial run shall give a notice of not less than seven (7) days to the concerned RLDC, Buying Entity(ies), and MPPMCL. However, in case the repeat trial run is to take place within 48 hours of the failed trial run, fresh notice shall not be required.

The WPD shall submit requisite documents as mentioned below, at least 30 days prior to trial run of the Project –

- i. Intimation regarding the timeline for commencement of supply of power from the Project.
- ii. Copy of CON-4 report submitted to CTU.
- iii. CEI/CEIG (as applicable) report containing approval for all the components, including WTGs, inverters, transformers, Transmission system and protection system, along with

all annexures/attachments. It would be the responsibility of the WPD to obtain the certificate.

- iv. Approval of Metering arrangement/scheme from CTU/GRID INDIA/ any other concerned authority as applicable
- v. Plant Layout, Plant (AC & DC) SLD
- vi. Affidavit certifying that the WPD has obtained all the necessary approvals for commencement of power supply from the Project, and indemnifying MPPMCL against any discrepancies in the above details.
- vii. Affidavit from the WPD certifying possession of land identified for the Project, bearing the details of such land parcels where Project is located, and indemnifying MPPMCL against any discrepancies in the above details.
- viii. Documents to establish the compliance of technical requirement as per PPA/RfS.
- ix. Invoices against purchase of the WTGs, Inverters/PCUs, WMS, SCADA and DC cables along with the summary sheet containing the list of all the invoices, inverters including details and number of items. Lorry Receipts for delivery of WTGs and inverters at site along with certified summary sheet by the authorized signatory.
- x. In addition to the above, the WPD shall provide coordinates of WTGs, details of storage systems (if any), RLMM certificates, insurance documents of Project, online monitoring facility as stated vide Section 7. Format for Bid Submission, Annexure-B, of the RfS.

It is clarified that MPPMCL shall bear no responsibility in declaration of commissioning/COD of the Project. However, on the basis of above documents, the WPD shall be required to obtain No-objection certificate (NOC) from MPPMCL prior to declaration of commissioning/COD of the Project.

MPPMCL's scope will be limited to verifying the installation of rated capacity(ies) of the Project as per the COD certificate submitted by the WPD. This verification will be at MPPMCL's discretion and shall not constitute any certification/confirmation of commissioning/COD of the Project by MPPMCL. Prior to declaration of commencement of power supply, the WPD shall submit COD certificate for the corresponding Installed Capacity to MPPMCL as part of the requisite documents.

The date of onset of commercial offtake of power by MPPMCL/Buying Entity shall be determined as the date of commencement of power supply under the RfS/PPA.

5.6. The WPD shall be permitted for commencement of power supply from full as well as part Contracted Capacity even prior to the SCSD subject to availability of transmission connectivity and Long-Term Access (LTA)/ General Network Access (GNA). Even in case of early part/full commencement of power supply, the PPA will remain in force for a period of 25 (twenty-five) years from the SCSD/extended SCSD.

5.7. There can be part commencement of power supply from the Contracted Capacity. Part commencement of supply of power from the Project shall be accepted by MPPMCL subject to the condition that the minimum capacity for acceptance of first part shall be 50 MW, without prejudice to the imposition of penalty, in terms of the PPA on the part which has not yet commenced supply of power. The projects can further commence supply of power in parts of at least 10 MW capacity, with last part as the balance capacity.

5.8. The MPPMCL & WPD agree that for the purpose of commencement of the supply of power by WPD to MPPMCL, penalty for delay etc., the SCSD/extended SCSD as defined in this Agreement shall be the relevant date.

5.9. The WPDs will be free to reconfigure and repower various components of the Project configuration from time to time during the PPA duration at its own risk and cost, pursuant to Articles 3.1 and 4.4 of this Agreement. However, MPPMCL will be obliged to buy power only upto the Contracted Capacity as per this Agreement.

5.10. Installation of additional capacity of wind turbines

The WPD is free to install additional wind turbines in the Project, subject to the following conditions:

- i. Details of the overall Project configuration, including details of additional capacity that WPD is proposing to install in the Project, must be provided within 30 days of issuance of LoA.
- ii. Excess generation on account of the above additional installed capacity shall be treated in line with provisions of Article 4.4.4 of the PPA.
- iii. The WPD will undertake that such installed capacity over & above the contracted capacity would not cause any disturbance in the grid system, at no instance, power more than the Contracted Capacity under the PPA would be injected into the grid, and they will always

comply with the terms of the PPA in this regard. This undertaking will be submitted to MPPMCL/CTU, to be intimated by MPPMCL at the time of commencement of power supply from the Project.

- iv. With connectivity to the ISTS being a technical requirement, the WPD should inform the entire capacity that is proposed to be installed along with all the data/models (individual as well as aggregated) to CTU/GRID-INDIA.
- v. All the WTGs shall comply with all the technical requirements specified in CEA “Technical Standards for Connectivity to the Grid, 2007” and subsequent amendments.
- vi. At all-times, the WPD shall have to follow the applicable Indian Electricity Grid Code/Rules/Regulation/Procedures issued by MoP/CEA/CERC/CTU/ POSCOS for all WTGs, including additional WTGs, installed under the Project.
- vii. As specified in CERC approved “Procedure for Implementation of the Framework on Forecasting, Scheduling and Imbalance Handling for Renewable Energy (RE) Generating Stations including Power Parks based on Wind and Solar at Inter-State Level”, each single WTG level data shall be provided by WPD to CTU/GRID-INDIA, for all the turbines installed in the Project.
- viii. Developer would be permitted Connectivity as per the applications to CTU. In case of installation of any excess capacity beyond the quantum for which Connectivity has been sought, the WPD would be required to capture all details of the same in the respective formats as per the procedure outlined under the General Network Access Regulations. It shall be ensured that such excess capacity added, fully complies with CEA (Technical Standards for connectivity to the Grid) Regulations 2007 (as amended) and all mandated documents/test reports shall be furnished in support of above.
- ix. This additional installation of WTGs is a prerogative of the WPD to utilize their AC infrastructure optimally. Financial implications of applicability of relevant provisions of the PPA, i.e. Penalty, relief on account of Change in Law, etc. will be governed by the Contracted Capacity only.

ARTICLE 6: DISPATCH AND SCHEDULING

6.1. Dispatch and Scheduling

- 6.1.1. The WPD shall be entirely responsible to schedule its power as per the applicable regulations / requirements / guidelines of CERC / SERC / SLDC / RLDC or any other competent agency and same being recognized by the RLDC/SLDC or any other competent authority / agency as per applicable regulation/ law / direction and maintain compliance to the applicable Codes/ Grid Code requirements and directions, if any, as specified by concerned SLDC/RLDC from time to time. Any deviation from the schedule will attract the provisions of applicable regulation / guidelines / directions and any financial implication on account of this shall be on the account of the WPD.
- 6.1.2. The WPD shall be responsible for directly coordinating and dealing with the MPPMCL, State Load Despatch Centre's, Regional Power Committees, and other authorities in all respects in regard to declaration of availability, scheduling and despatch of power and due compliance with deviation & settlement mechanism and the applicable Grid code Regulations, acknowledging that the WPD and Buying Entity are the Grid connected entities and MPPMCL as an Intermediary Procurer/ trading licensee is not a Grid connected entity in respect of the power contracted under this Agreement.
- 6.1.3. The WPD shall be responsible for any deviation from scheduling and for any resultant liabilities on account of charges for deviation as per applicable regulations. DSM charges on this account shall be directly paid by the WPD.
- 6.1.4. Auxiliary power consumption will be treated as per the concerned Central/State regulations.
- 6.1.5. Further, in case of any difference in scheduled energy at the interfaces of all the RLDCs concerned for the corridor of the power flow, including the RLDC of the MPPMCL, MPPMCL will make payments corresponding to the lowest of the individual energy values to the WPD, until rectification of the above error.

ARTICLE 7: METERING

7.1. *Meters*

- 7.1.1. For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the WPD and MPPMCL shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, the Grid Code, as amended and revised from time to time.
- 7.1.2. The WPD shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at WPD's side of Delivery Point.
- 7.1.3. In addition to ensuring compliance of the applicable codes, the WPD shall install Main & Check meters at the Delivery Point, along with Stand-by meter(s) as per the applicable Central/State regulations.
- 7.1.4. In case of pooling of multiple Projects, power from multiple Projects can be pooled at a Pooling Substation prior to the Delivery point and the combined power can be fed at Delivery point through a common transmission line from the Pooling Substation. In such cases, ABT compliant sub-meters as per relevant regulation/approval are also to be set up at pooling substation for individual projects in addition to the meters at Delivery Point as described in clause 7.1.3.

7.2. *Reporting of Metered Data and Parameters*

- 7.2.1. AWS shall regularly monitor ambient air temperature, wind speed and other weather parameters and simultaneously for monitoring of the electric power generated from the Project.
- 7.2.2. Online arrangement would have to be made by the WPD for submission of above data regularly for the entire period of this Power Purchase Agreement to the SLDC, MPPMCL and the concerned Ministry or concerned agency as per applicable regulation / directions.
- 7.2.3. Reports on above parameters on monthly basis (or as required by regulation / guidelines) shall be submitted by the WPD to Ministry of New and Renewable Energy/MPPMCL/or authorized agency of MPPMCL/ MNRE for entire Term of this Agreement.

ARTICLE 8: INSURANCES

8.1. *Insurance*

- 8.1.1. The WPD shall effect and maintain or cause to be effected and maintained, at its own cost and expense, throughout the Term of PPA, Insurances against such risks to keep the Project in good condition and shall take Industrial All Risk insurance policy covering risks against any loss or damage, with such deductibles and with such endorsements and co-insured(s), which the Prudent Utility Practices would ordinarily merit maintenance of and as required under the Financing Agreements, Implementation and Support Agreement (if applicable) and under the applicable laws.

8.2. *Application of Insurance Proceeds*

- 8.2.1. In case of the Project not being implemented through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.
- In case of the Project being financed through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall be applied as per such Financing Agreements.
- 8.2.2. If a Force Majeure Event renders the Project no longer economically and technically viable and the insurers under the Insurances make payment on a “total loss” or equivalent basis, MPPMCL shall have claim on such proceeds of such Insurance limited to outstanding dues of MPPMCL against the Buying Utility(ies) as per PPA entered into and any other dues of the Buying Utility(ies) against WPD.

8.3. *Effect on liability of MPPMCL*

- 8.3.1. Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the WPD can claim compensation, under any Insurance shall not be charged to or payable by MPPMCL or Buying Entity(ies). It is for the WPD to ensure that appropriate insurance coverage is taken for payment by the insurer for the entire loss and there is no under insurance or short adjustment etc.

ARTICLE 9: APPLICABLE TARIFF

- 9.1.** Subsequent to commencement of power supply by the WPD on the terms contained in this Agreement, the WPD shall be entitled to receive the Tariff of Rs. / kWh [in words], fixed for the entire term of this Agreement.
- 9.2.** In case of early part/full commencement of power supply from the project, till SCSD, the WPD will be free to sell the electricity generated, to any entity other than the MPPMCL, only after giving the first right of refusal to the MPPMCL by giving 15 days advance notice to MPPMCL. MPPMCL shall provide refusal within 15 (fifteen) days from the receipt of the request for early part/full commencement of power supply from the Project, beyond which it would be considered as deemed refusal. In case MPPMCL agree to purchase power from a date prior to the SCSD, such power shall be purchased at the Applicable Tariff. Any energy produced and flowing into the grid before SCSD shall not be at the cost of MPPMCL.
- 9.3.** Any excess generation over and above energy specified in Article 4.4.1, will be purchased by MPPMCL at the Applicable Tariff, and provided the MPPMCL consents for purchase of such excess generation.
- However, the WPD will not be allowed to sell energy generated prior to SCSD or excess energy during any Contract Year to any other entity other than MPPMCL (unless refused by MPPMCL).
- 9.4.** The WPD may also sell the power which was offered on day ahead basis to MPPMCL (within maximum CUF) but not scheduled by the MPPMCL to any third party or power exchange without requiring NOC from the MPPMCL .

ARTICLE 10: BILLING AND PAYMENT

10.1. *General*

- 10.1.1. Pursuant to Article 4.1.1 (i), MPPMCL may set up a payment security fund for Wind Power Projects in order to ensure timely payment. The fund will be created as per the Guidelines and Payment Security Mechanism (PSM) guidelines, if any. This fund will have a corpus realized from encashment of Performance Bank Guarantee/, if any, under the referred RfS, and the amount credited by the WPD through a discount of Rs. 0.02/kWh in the monthly billing under this Agreement (last part to be applicable in case the WPD has opted for discounting the Tariff in lieu of Payment Security mechanism charges).
- 10.1.2. From the commencement of supply of power, MPPMCL shall pay to the WPD the monthly Tariff Payments subject to the adjustments as per provisions of this Agreement including Article 6, in accordance with Article 9. All Tariff Payments by MPPMCL shall be in Indian Rupees.
- 10.1.3. For the purpose of payment of the bills raised by the WPD(s), in case Energy Account is published on cumulative basis, payment to the WPD(s) for the energy delivered shall be determined as per the segregation of the energy account provided by all the WPDs as per their schedule (to be provided in the form of annexure that will be attested by all the WPDs).
- 10.1.4. The WPD shall be required to make arrangements and payments for import of energy and other charges (if any) required for supply/offer of the contracted capacity under this agreement as per applicable regulations.
- 10.1.5. The parties acknowledge and accept that the Electricity (Late Payment Surcharge and related matters) Rules, 2022 [hereinafter referred to as '**Rules**'] as notified vide G.S.R 416(E) on 03.06.2022 by the Central Government in exercise of the power conferred by Sub-section (1) of Section 176 of the Electricity Act, 2003 shall apply and govern the terms and conditions of this Agreement in regard to matters contained in the said Rules including but not limited to the Late Payment Surcharge, adjustment towards the Late Payment Surcharge, Payment Security mechanism-its operations and consequences, actions of Defaulting Entities, supply obligation of WPD, power not requisitioned by the Buying Entity, the order of payment and adjustment towards late payment surcharge and indemnification. In case of any inconsistency in the Guidelines and/or the provisions of

this Agreement, with the provisions of the above Electricity (Late Payment Surcharge and Related Matters) Rules, 2022, the Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 will supersede and be applicable and govern the terms and conditions of this Agreement.. The Rules referred to hereinabove being statutory shall, to the extent applicable, supersede any provisions in this PPA which are inconsistent or contrary to the provisions of the Rules.

10.2. *Delivery and Content of Monthly Bills/Supplementary Bills*

- 10.2.1. The WPD shall issue to MPPMCL hard copy of a signed Monthly Bill/Supplementary Bill (by 2 PM) for the immediately preceding Month/relevant period based on the issuance of Energy Accounts along with all relevant documents (payments made by WPD for drawal of power, payment of reactive energy charges, Metering charges or any other charges as per guidelines of SERC/CERC, if applicable. The hardcopy of the bill shall be submitted on or before 2 PM of any working day and shall be construed as bill date and in case the bill is submitted after 2 PM then next working day shall be considered as bill date.
- 10.2.2. WPD may raise Monthly bill based on the provisional REA/SEA published at RPC/SLDC of the MPPMCL, the final adjustments in bill, if any, may be done on the basis of the final REA/SEA along with Debit/Credit Note. The Monthly Bill amount shall be the product of the energy as per Energy Accounts and the Applicable Tariff.
- 10.2.3. The WPD shall issue the monthly Bill by deducting the discount of Rs.0.02/kWh as per Article 10.1.1, and all charges as per this Agreement for the energy supplied for the relevant Month based on Energy Accounts issued by RPC/SLDC or any other competent authority which shall be binding on both the Parties. Energy drawn from the grid will be regulated as per the applicable Central/State regulations and other relevant document as desired.
- 10.2.4. As per applicable regulation(s) of the Appropriate Commission(s)/respective SERC(s), all charges pertaining to obtaining open access and scheduling of power, if any, upto the Delivery Point(s), shall be borne by the WPD.

10.3. *Payment of Monthly Bills*

- 10.3.1. MPPMCL shall pay the amount payable under the Monthly Bill/Supplementary Bill by the Due Date to such account of the WPD, as shall have been previously notified by the WPD as below.

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

- i. deductions required by the Law; and
- ii. amount claimed by MPPMCL, if any, from the WPD, will be adjusted from the monthly energy payment. In case of any excess payment adjustment, the interest applicable will be same as rate of Late Payment surcharge will be applicable on day to day basis.

The WPD shall open a bank account (the "WPD's Designated Account") for all Tariff Payments (including Supplementary Bills) to be made by MPPMCL to the WPD, and notify MPPMCL of the details of such account at least ninety (90) Days before the dispatch of the first Monthly Bill. MPPMCL shall also designate a bank account at Bhopal/Jabalpur ("MPPMCL Designated Account") for payments to be made by the WPD to MPPMCL, if any, and notify the WPD of the details of such account ninety (90) Days before the SCSD. MPPMCL and the WPD shall instruct their respective bankers to make all payments under this Agreement to the WPD's Designated Account or MPPMCL's Designated Account, as the case may be, and shall notify either Party of such instructions on the same day.

10.3.3. Late Payment Surcharge

LPS to be applicable as per Late Payment Surcharge and related matters rules in force as notified by Ministry of Power. In the event of delay in payment of a Monthly Bill by MPPMCL beyond the Due Date, a Late Payment Surcharge shall be payable by MPPMCL to the WPD on the outstanding payment, at the base rate of Late Payment Surcharge applicable for the period for the first month of default. "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 (500 bps) 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.

The Late Payment Surcharge shall be claimed by the WPD through the Supplementary Bill. Late Payment Surcharge shall be payable on the outstanding payment at the base rate of Late Payment Surcharge applicable for the period for the first month of default. The rate of Late Payment Surcharge for the successive months of default shall increase by 0.5%

(zero point five percent) (50 bps) for every month of delay provided that the Late Payment Surcharge shall not be more than 3% (three percent) higher than the base rate at any time. 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.

The above payment will be made by MPPMCL subject to such late payment surcharge as under the PPA.

10.3.4. Subject to the Article 9 of this Agreement, in the event of early commencement of power supply from the Project and subject to acceptance by MPPMCL, the payment for the power fed to the grid may be accounted from the date of commencement of such power supply, and WPD would be allowed to raise Bills against such power as per Article 10.2.1. However, payment against the 1st such bill raised by the WPD, will be made subject to acceptance of the bill by the MPPMCL.

10.3.5. Rebate

For payment of any Bill including Supplementary Bill on or before Due Date, the following Rebate shall be paid by the WPD to MPPMCL in the following manner.

- i. A Rebate of 1.5% shall be payable to the MPPMCL for the payments made within a period of 10 (ten) days of the presentation of hard copy of Bill.
- ii. Any payments made after ten (10) days up to due date from the date of presentation of Bill through hard copy, shall be allowed a rebate of 1 %.

For the above purpose, the date of presentation of Bill shall be the next Business Day of delivery of the physical copy of the Bill at MPPMCL.

10.4. Payment Security Mechanism

Letter of Credit (LC):

10.4.1. MPPMCL shall provide to the WPD, in respect of payment of its Monthly Bills and/or Supplementary Bills, a monthly unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), opened and maintained which may be drawn upon by the WPD in accordance with this Article.

10.4.2. Before the start of supply, MPPMCL shall, through a scheduled bank, open a Letter of Credit in favour of the WPD, to be made operative from a date prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) Months and shall be renewed annually, for an amount equal to:

- I. for the first Contract Year, equal to 110% of the estimated average monthly billing;
- II. for each subsequent Contract Year, equal to 110% of the average of the monthly billing of the previous Contract Year.

10.4.3. Provided that the WPD shall not draw upon such Letter of Credit 30 days beyond the due date of the relevant Monthly Bill and/or Supplementary Bill, and shall not make more than one drawal in a Month.

10.4.4. Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 10.4.2 due to any reason whatsoever, MPPMCL shall restore such shortfall before next drawl.

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

10.4.6. MPPMCL shall ensure that the Letter of Credit shall be renewed not later than its current expiry date.

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

10.4.8. If MPPMCL fails to pay undisputed Monthly Bill or Supplementary Bill or a part thereof within and including the 30 days beyond the due date, then, subject to Article 10.4.6 & 10.5.2, the WPD may draw upon the Letter of Credit, and accordingly the bank shall pay, an amount equal to such Monthly Bill or Supplementary Bill or part thereof, in accordance with Article 10.4.3 above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:

- i.a copy of the Monthly Bill or Supplementary Bill (only for energy related bills) which has remained unpaid to WPD and;
- ii.a certificate from the WPD to the effect that the bill at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date;

10.5. Disputed Bill

10.5.1. If the MPPMCL does not dispute a Monthly Bill or a Supplementary Bill raised by the WPD within thirty (30) days of receiving such Bill shall be taken as conclusive.

10.5.2. If the MPPMCL disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay the undisputed amount or 50% of the invoice amount,

whichever is higher, and it shall within thirty (30) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:

- i.the details of the disputed amount;
- ii.its estimate of what the correct amount should be; and
- iii.all written material in support of its claim.

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

10.5.4. If the WPD does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the MPPMCL providing:

- i.reasons for its disagreement;
- ii.its estimate of what the correct amount should be; and
- iii.all written material in support of its counter-claim.

10.5.5. Upon receipt of the Bill Disagreement Notice by the MPPMCL under Article 10.5.4, authorized representative(s) or a director of the board of directors/ member of board of the MPPMCL and WPD shall meet and make best endeavours to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

10.5.6. If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to Article 10.5.4, the matter shall be referred to Dispute resolution in accordance with Article 16.

10.5.7. For the avoidance of doubt, it is clarified the despite a Dispute regarding an invoice, MPPMCL shall, without prejudice to its right to Dispute, be under an obligation to make payment of the undisputed amount or 50% of the invoice amount, whichever is higher, in the Monthly Bill.

10.6. Quarterly and Annual Reconciliation

10.6.1. The Parties acknowledge that all payments made against Monthly Bills and Supplementary Bills shall be subject to quarterly reconciliation within 30 days of the end of the quarter at

the beginning of the following quarter of each Contract Year and annual reconciliation at the end of each Contract Year within 30 days to take into account the Energy Accounts, Tariff adjustment payments, Tariff Rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this Agreement.

- 10.6.2. The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year as the case may be has been finally verified and adjusted, the WPD and MPPMCL shall jointly sign such reconciliation statement. Within fifteen (15) days of signing of a reconciliation statement, the WPD shall make appropriate adjustments in the next Monthly Bill. Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 16.

10.7. *Payment of Supplementary Bill*

- 10.7.1. WPD may raise a ("Supplementary Bill") for payment on account of:

- i. Adjustments required by the Energy Accounts (if applicable); or
- ii. Change in Law as provided in Article 12, or
- iii. Payment under Article 4.10,

And such Supplementary Bill shall be paid by the other Party.

- 10.7.2. MPPMCL shall remit all amounts due under a Supplementary Bill raised by the WPD to the WPD's Designated Account by the Due Date, except open access charges, RLDC or scheduling charges (if applicable). Except for payment under Article 10.7.1 (i), payment of Supplementary Bills will be made after realization of the same from the Buying Utility under the Power Purchase Agreement. No Late Payment Surcharge will be applicable other than that on the monthly energy payment and associated debit and credit note.

ARTICLE 11: FORCE MAJEURE

11.1. Definitions

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

11.2. Affected Party

11.2.1. An affected Party means Buyer or the WPD whose performance has been affected by an event of Force Majeure.

11.3. Force Majeure

11.3.1. A 'Force Majeure' means any event or circumstance or combination of events those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

- a) Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado if and only if it is declared / notified by the competent state / central authority / agency (as applicable);
- b) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action if and only if it is declared / notified by the competent state / central authority / agency (as applicable); or
- c) radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Power Project by the Affected Party or those employed or engaged by the Affected Party.
- d) An event of Force Majeure identified under PPA, thereby affecting delivery of power from WPD to MPPMCL.

11.4. Force Majeure Exclusions

11.4.1. Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

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

11.5. *Notification of Force Majeure Event*

11.5.1. The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than fifteen (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 an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement. The other Party shall respond on the claim of the Affected Party within 15 days of receipt of the said intimation of Force Majeure.

11.5.2. Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.

11.5.3. The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.

11.6. Duty to Perform and Duty to Mitigate

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

11.7. Available Relief for a Force Majeure Event

11.7.1. Subject to this Article 11:

- a) no Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;
- b) every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations, including but not limited to those specified under Article 4.5;
- c) For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.
- d) Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event.

ARTICLE 12: CHANGE IN LAW

12.1. Definitions

In these rules, unless the context otherwise requires, -

12.1.1. In this Article 12, the term “Change in Law” shall refer to the occurrence of any of the following events pertaining to this project from seven (7) days prior to last date of bid submission of the RfS, including any enactment or amendment or repeal of any law, leading to corresponding changes in the cost requiring change in tariff, and includes-

- I. a change in interpretation of any law by a competent court; or
- II. 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
- III. 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,
but does not include-
 - a. Any change in any withholding tax on income or dividends distributed to the shareholders of the generating company or transmission licensee; or
 - b. change in respect of deviation settlement charges or frequency intervals by an Appropriate Commission.

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

12.2. Adjustment in tariff on account of Change in Law

12.2.1. On the occurrence of a change in law, the monthly tariff or charges shall be adjusted and be recovered in accordance with the Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021 notified by the Ministry of Power on 22.10.2021 (and subsequent amendments, if any) to compensate the affected party so as to restore such affected party to the same economic position as if such change in law had not occurred.

12.2.2. For the purposes of 12.2.1 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.

- 12.2.3. 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 referred to in 12.2.2 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.
- 12.2.4. The impact of change in law to be adjusted and recovered may be computed as one time or monthly charges or per unit basis or a combination thereof and shall be recovered in the monthly bill as the part of tariff.
- 12.2.5. The amount of the impact of change in law to be adjusted and recovered, shall be calculated in accordance with the formula given here under to calculate adjustment in the monthly tariff due to impact of change in law, which is non-recurring in nature.

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 $X = \text{estimated monthly electricity generation in kWh} = (1/12) \times [\text{Contracted Capacity of the power plant as per the Agreement (in MW)} \times \text{CUF in \%} \times 8760 \text{ hours} \times 10]$ &

$$Y = ((P \times Mr)(1 + Mr)^n) / ((1 + Mr)^n - 1)$$

Where, -

N = No. of months over which the financial impact has to be paid (subject to 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);

Mr = monthly rate of interest = $R / (12 \times 100)$;

CUF = declared or revised CUF as indicated in the Agreement; and

R = annual rate of interest on loan component (in %) as considered by the CERC 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 CERC 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 to ensure that the payment to the affected party is capped at the yearly annuity amount.

Any such change, shall be considered upto three digits after the decimal point, and remaining digits, if any, shall be ignored.

For e.g. in case the change in tariff payable is calculated as Rs. 0.14678/kWh, it shall be modified as Rs. 0.146/kWh

12.2.6. The recovery of the impacted amount, in case of the fixed amount shall be,

- a. In case of generation project, within a period of one-hundred eighty months; or
- b. In case of recurring impact, until the impact persists.

12.2.7. The WPD shall, within thirty days of the coming into effect of the recovery of impact of change in law, furnish all relevant documents along with the details of calculation to the Appropriate Commission for adjustment of the amount of the impact in the monthly tariff or charges

12.2.8. The Appropriate Commission 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 under clause 12.2.7.

12.2.9. After the adjustment of the amount of the impact in the monthly tariff or charges under clause 12.2.8, the WPD, shall adjust the monthly tariff or charges annually based on actual amount recovered, to ensure that the payment to the affected party is not more than the yearly annuity amount.

12.2.10. In the event of any decrease in the project cost by the WPD or any income to the WPD on account of any of the events as indicated above, WPD shall pass on the benefit of such reduction at a rate as provided in Article 12.2 to MPPMCL which shall be further passed on to the Buying Entity. In the event of the WPD failing to comply with the above requirement, MPPMCL shall make such deductions in the monthly tariff payments on immediate basis. Further, at the time of raising of 1st Monthly Tariff Payment Bill, WPD shall be required to provide a statutory auditor certificate supported by Board Resolution in regard to implications (loss/ gain) arising out of Article 12.

- 12.2.11. Any notice service pursuant to this Article 12.2.7, shall provide, amongst other things, precise details of the Change in Law and its effect on the Project Cost, supported by documentary evidences including Statutory Auditor Certificate to this effect so as to establish one to one correlation and its impact on the Project Cost.
- 12.2.12. “Project Cost” wherever applicable under this Article, shall mean the cost incurred by the WPD towards supply and services only for the Project concerned, upto the actual date of commencement of power supply from the last part capacity or upto the SCSD or extended SCSD, whichever is earlier. For example, in case the date of actual Commencement of power supply from the last part capacity is 15.04.2026, SCSD is 15.03.2026 and extended SCSD is 01.04.2026, the Project Cost shall be determined as the cost incurred by the WPD upto 01.04.2026.

ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION

13.1. *WPD Event of Default*

13.1.1. The occurrence and/or continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by MPPMCL or Buying Entity(ies) of its obligations under this Agreement, shall constitute an WPD Event of Default:

- i. the failure to commence supply of power to MPPMCL up to the Contracted Capacity, by the end of the period specified in Article 4.6, or failure to pay the damages as per Article 4.4.3, or if
 - a) the WPD assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Power Project in contravention of the provisions of this Agreement; or
 - b) the WPD transfers or novates any of its rights and/ or obligations under this agreement, in a manner contrary to the provisions of this Agreement; except where such transfer
 - is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or
 - is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;
- ii. if (a) the WPD becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the WPD, or (c) the WPD goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that a dissolution or liquidation of the WPD will not be a WPD Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the WPD and expressly assumes all obligations of the WPD under this Agreement and is in a position to perform them; or

- iii. the WPD repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from MPPMCL in this regard; or
- iv. except where due to any MPPMCL's failure to comply with its material obligations, the WPD is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the WPD within thirty (30) days of receipt of first notice in this regard given by MPPMCL; or
- v. change in shareholding of the WPD before the specified time frame as mentioned in Article 4.1.1 of this Agreement, without prior consent of MPPMCL; or
- vi. occurrence of any other event which is specified in this Agreement to be a material breach/ default of the WPD; or

13.2. *MPPMCL Event of Default*

13.2.1. The occurrence and the continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by the WPD of its obligations under this Agreement, shall constitute the Event of Default on the part of defaulting MPPMCL:

- i. MPPMCL fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to Article 10.5, for a period of ninety (90) days after the Due Date and the WPD is unable to recover the amount outstanding to the WPD through the Letter of Credit,
- ii. MPPMCL repudiates this Agreement and does not rectify such breach even within a period of sixty (60) days from a notice from the WPD in this regard; or
- iii. except where due to any WPD's failure to comply with its obligations, MPPMCL is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by MPPMCL within sixty (60) days of receipt of notice in this regard from the WPD to MPPMCL; or
- iv. if
 - MPPMCL becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of sixty (60) days, or
 - any winding up or bankruptcy or insolvency order is passed against MPPMCL or

MPPMCL goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that it shall not constitute a MPPMCL Event of Default, where such dissolution or liquidation of Buyer or MPPMCL is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and has creditworthiness similar to MPPMCL and expressly assumes all obligations of MPPMCL and is in a position to perform them; or;

v. Not used.

vi. Occurrence of any other event which is specified in this Agreement to be a material breach or default of MPPMCL.

13.3. *Procedure for cases of WPD Event of Default*

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

13.3.2. Following the issue of a MPPMCL Preliminary Default Notice, the Consultation Period of ninety (90) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

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

13.3.4. Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the WPD Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, MPPMCL may terminate this Agreement by giving a written Termination Notice of sixty (60) days to the WPD.

13.3.5. Subject to the terms of this Agreement, upon occurrence of a WPD Event of Default under this Agreement, the WPD shall be liable to pay to MPPMCL, penalty, as provided in Article 4.6.1 of the PPA for failure to commence supply of power within the stipulated time and Article 4.4.1 for failure to supply power in terms of the PPA. For other cases including default as per Article 4.4.3, the WPD shall be liable to pay to Buying Entity(ies), damages, equivalent to 24 (twenty-four) months, or balance PPA period, whichever is less, of tariff for its Contracted Capacity, corresponding to the Declared CUF.

MPPMCL shall have the right to recover the said damages by way of forfeiture of bank guarantee, if any, without prejudice to resorting to any other legal course or remedy.

In addition to the levy of damages as aforesaid, the lenders in concurrence with the Buying Entity and MPPMCL, may exercise their rights, if any, under Financing Agreements, to seek substitution of the WPD by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the WPD and performing the obligations of the WPD. However, in the event the lenders are unable to substitute the defaulting WPD within the stipulated period, MPPMCL may terminate the PPA. Provided that any substitution under this Agreement can only be made with the prior consent of MPPMCL including the condition that the selectee meets the eligibility requirements of Request for Selection (RfS) issued by MPPMCL and accepts the terms and conditions of this Agreement.

13.3.6. The lenders in concurrence with the Buying Utility and MPPMCL, may seek to exercise right of substitution under Article 13.3.5 by an amendment or novation of the PPA in favour of the selectee. The WPD shall cooperate with MPPMCL to carry out such substitution and shall have the duty and obligation to continue to operate the Power Project in accordance with this PPA till such time as the substitution is finalized. In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of Rs. 10 Lakh per Project+ 18% GST per transaction as facilitation fee (non-refundable) shall be deposited by the WPD to MPPMCL.

13.4. *Procedure for cases of MPPMCL Event of Default*

13.4.1. Upon the occurrence and continuation of any MPPMCL Event of Default specified in Article 13.2, the WPD shall have the right to deliver to MPPMCL, a WPD Preliminary

Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.

13.4.2. Following the issue of a WPD Preliminary Default Notice, the Consultation Period of ninety (90) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

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

13.4.4. After a period of two hundred ten (210) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or MPPMCL Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, MPPMCL and the WPD shall, subject to the prior consent of the WPD, 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 WPD, or if no offer of novation is made by MPPMCL within the stipulated period, then the WPD may terminate the PPA and at its discretion require MPPMCL to pay to the WPD, damages, equivalent to 24 (twenty-four) months, or balance PPA period, whichever is less, of charges of its Contracted Capacity corresponding to the Declared CUF. In case MPPMCL's Event of Default is triggered by a default on the part of the Buying Entity, the above amount will be recovered by MPPMCL from the Buying Entity.

In the event of termination of PPA, on account of Event of Default by the MPPMCL, any damages or charges payable to the STU/ CTU, for the connectivity of the plant, shall be borne by MPPMCL.

13.5. Termination due to Force Majeure

If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 4.5.3, termination of this Agreement shall be caused solely at the discretion of MPPMCL. In such an event, this Agreement shall terminate on the date of such Termination Notice as issued by MPPMCL without any further liability to either Party from the date of such termination.

ARTICLE 14: LIABILITY AND INDEMNIFICATION

14.1. *Indemnity*

14.1.1. The WPD shall indemnify, defend and hold MPPMCL harmless against:

- a) any and all third party claims against MPPMCL for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the WPD of any of its obligations under this Agreement or due to the WPD's willful misconduct, gross negligence or fraudulent behaviour or violations of Applicable Law; and
- b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by MPPMCL from third party claims arising by reason of a breach by the WPD of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the WPD, for which specific remedies have been provided for under this Agreement).

14.1.2. MPPMCL shall cause the Buying Entity(ies) to indemnify, defend and hold the WPD harmless against:

- a) any and all third party claims against the WPD, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by Buying Entity(ies) of any of their obligations under this Agreement; and
- b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the WPD from third party claims arising by reason of a breach by Buying Entity(ies) of any of its obligations. MPPMCL shall incorporate appropriate covenants in the PPA for the above obligations of Buying Entity(ies). In so far as indemnity to WPD is concerned, Buying Entity(ies) shall be the indemnifying party and not MPPMCL.

14.2. *Procedure for claiming Indemnity*

14.2.1. *Third party claims*

- a) Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 14.1.1(a) or 14.1.2(a), the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 14.1.1(a) or 14.1.2(a) in respect of which it is entitled to be indemnified.

I. the Parties choose to refer the dispute in accordance with Article 16.3.2; and

II. the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute,

The Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the Indemnified Party.

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

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

14.3. *Indemnifiable Losses*

- 14.3.1. Where an Indemnified Party is entitled to Indemnifiable Losses from the Indemnifying Party pursuant to Article 14.1.1(b) or 14.1.2(b), the Indemnified Party shall promptly notify the Indemnifying Party of the Indemnifiable Losses actually incurred by the Indemnified Party. The Indemnifiable Losses shall be reimbursed by the Indemnifying Party within thirty (30) days of receipt of the notice seeking Indemnifiable Losses by the Indemnified Party. In case of nonpayment of such losses after a valid notice under this Article 14.3, such event shall constitute a payment default under Article 13.

14.4. *Limitation on Liability*

- 14.4.1. Except as expressly provided in this Agreement, neither the WPD nor MPPMCL nor Buying Entity(ies) nor its/ their respective officers, directors, agents, employees or affiliates (or their officers, directors, agents or employees), shall be liable or responsible to the other Party or its affiliates, officers, directors, agents, employees, successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from performance or non-performance of this

Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of power generation or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of Buying Entity(ies) , the WPD or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.4.2. MPPMCL shall have no recourse against any officer, director or shareholder of the WPD or any Affiliate of the WPD or any of its officers, directors or shareholders for such claims excluded under this Article. The WPD shall have no recourse against any officer, director or shareholder of Buyer or Buying Entity(ies), or any affiliate of Buyer or any of its officers, directors or shareholders for such claims excluded under this Article.

14.5. MPPMCL's Liability

14.5.1. Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and accept that the MPPMCL is an Intermediary Company to purchase and resell the electricity to the Buying Utility(ies) to enable them to fulfill the Renewable Purchase Obligations (RPO) and, therefore, the performance of the obligations of the MPPMCL under this Agreement shall be subject to the ability of the MPPMCL to enforce the corresponding obligations assumed by the Buying Utility(ies) on re-sale under the Power Sale Agreement to be entered into by the Buying Utility(ies) with MPPMCL. It is however, specifically agreed that the payment of money becoming due from the MPPMCL to the WPD under this Agreement for supply of Wind Power to the extent of the Contracted Capacity shall not be on a back to back basis and will be as per the recourse under the Payment Security Mechanism provided in the PPA. MPPMCL shall discharge the tariff payment obligation in terms of the provisions of this Agreement.

14.5.2. The parties agree that in respect of the obligations other than the tariff payment obligation specifically mentioned herein above, in the event the WPD has any claim against the MPPMCL in regard to the performance of any obligation of the MPPMCL under this Agreement or enforcement of any right of the WPD against the MPPMCL under this Agreement, the same shall be subject to the ability of the MPPMCL to enforce the corresponding obligations assumed by the Buying Utility(ies) under the Power Sale

Agreement to be entered into between the MPPMCL and the Buying Utility(ies) on resale on mutatis mutandis basis and not otherwise.

14.6. *Duty to Mitigate*

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

ARTICLE 15: ASSIGNMENTS AND CHARGES

15.1. *Assignments*

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party, except to the Project Lenders or Lender's Representative as security for their debt under the Financing Agreements, other than by mutual consent between the Parties to be evidenced in writing. Such assignment shall be agreed to by MPPMCL subject to the compliance of provisions contained in this Agreement and more specifically to the provisions of Article 4.1.1 of this Agreement. In no case, such assignment shall be permissible prior to commencement of power supply under this Agreement.

Provided that, MPPMCL shall permit assignment of any of WPD's rights and obligations under this Agreement in favour of the lenders to the WPD, if required under the Financing Agreements.

Provided that, such consent shall not be withheld if MPPMCL seeks to transfer to any transferee all of its rights and obligations under this Agreement.

The enforcement of the rights and obligation between the WPD and the Buying Utility(ies) provided in this PPA shall not be treated as an assignment but an enforcement of the terms agreed under this Agreement.

Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included in this Agreement. An amount of Rs. 5 Lakh + 18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the WPD to MPPMCL. Provided further that, such consent shall not be withheld by the WPD if MPPMCL seeks to transfer to any affiliate all of its rights and obligations under this Agreement.

In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 10 Lakh per Project+ 18% GST per transaction as Facilitation Fee (non-refundable) shall be deposited by the WPD to MPPMCL.

15.2. *Permitted Charges*

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

ARTICLE 16: GOVERNING LAW AND DISPUTE RESOLUTION

16.1. *Governing Law*

16.1.1. This Agreement shall be governed by and construed in accordance with the Laws of India.

Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in Jabalpur.

16.2. *Amicable Settlement and Dispute Resolution*

16.2.1. *Amicable Settlement*

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

16.3. *Dispute Resolution*

16.3.1. In the event CERC is the Appropriate Commission, any dispute that arises claiming any change in or regarding determination of the tariff or any tariff related matters, or which partly or wholly could result in change in tariff, such dispute shall be adjudicated by the

CERC. All other disputes shall be resolved by the Dispute Resolution Committee set up by the Government, failing which by arbitration under the Indian Arbitration and Conciliation Act, 1996. In the event SERC/JERC is the Appropriate Commission, then all disputes shall be adjudicated by the SERC/JERC or shall be referred for arbitration by the SERC/JERC.

16.3.2. MPPMCL shall be entitled to co-opt the Buying Entity(ies) and/or the lenders (if any) as a supporting party in such proceedings before the Appropriate Commission.

16.4. Parties to Perform Obligations

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

ARTICLE 17: MISCELLANEOUS PROVISIONS

17.1. *Amendment*

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

17.2. *Third Party Beneficiaries*

17.2.1. Subject to provisions contained in this agreement, this is solely for the benefit of the Parties and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement.

17.3. *Waiver*

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

17.3.2. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

17.4. *Confidentiality*

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

- a) to their professional advisors;
- b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or
- c) disclosures required under Law, without the prior written consent of the other Party.

17.5. *Severability*

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

17.6. *Notices*

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

17.6.2. If to the WPD, all notices or other communications which are required must be delivered personally or by registered post or facsimile or any other method duly acknowledged to the addresses below:

Address :

Attention :

Email :

Fax. No. :

Telephone No. :

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

Address :

Attention

Email :

Fax. No. :

Telephone No. :

17.6.4. All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the appropriate Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgement of the recipient, unless the Party delivering the notice can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

17.6.5. Any Party may by notice of at least fifteen (15) days to the other Party change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

17.7. *Language*

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

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

17.8. *Restriction of Shareholders / Owners' Liability*

17.8.1. Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement. Further, the financial liabilities of the shareholder/s of each Party to this Agreement, shall be restricted to the extent provided in the Indian Companies Act, 2013.

17.9. *Taxes and Duties*

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

17.9.2. MPPMCL shall be indemnified and held harmless by the WPD against any claims that may be made against MPPMCL in relation to the matters set out in Article 17.9.1.

17.9.3. MPPMCL shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the WPD by MPPMCL on behalf of WPD.

17.10. *Independent Entity*

17.10.1. The WPD shall be an independent entity performing its obligations pursuant to the Agreement.

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

17.11. *Compliance with Law*

Despite anything contained in this Agreement but without prejudice to this Article, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made there under, such provision of this Agreement shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

17.12. The duly executed Power Sale Agreement between MPPMCL and Buying entity(s) as attached to this Agreement shall be read along with this Agreement as a composite back to back agreement for Generation and supply of electricity to the Buying entity(s), particularly, to fulfill the Renewable Purchase Obligations under the provisions of the Electricity Act, 2003 and the Regulations notified thereunder.

17.13. Breach of Obligations

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

17.14. *Order of priority in application*

In case of inconsistencies between the agreement(s) executed between the Parties, applicable Law including rules and regulations framed thereunder, the order of priority as between them shall be the order in which they are placed below:

- i. applicable Law, rules and regulations framed thereunder;
- ii. the Grid Code; and
- iii. the terms and conditions of this Agreement;

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

For and on behalf of
[MPPMCL]

For and on behalf of
[WPD]

Name, Designation and Address
Signature with seal

Name, Designation and Address
Signature with seal

Witness:

1.

2.

Witness:

1.

2.