



**ASSAM POWER DISTRIBUTION COMPANY LIMITED
(APDCL)**

Expression of Interest (Eoi)

Eoi No. APDCL/CGM (PP&D)/NRE-157/Pt-I/2019-20/258 Date: 08/04/2025

**For Installation of Decentralized Grid Connected Ground/ Stilt Mounted Solar Based Power Plants of capacity 500 KW to 2 MW on Barren / uncultivable and agricultural land falling within a radius of 5KM from 33/11 KV Substations notified by APDCL
Under
PM KUSUM SCHEME**



**OFFICE OF THE CHIEF GENERAL MANAGER (NRE)
ASSAM POWER DISTRIBUTION COMPANY LIMITED (APDCL)
Annex Building, Bijulee Bhawan, Paltanbazar, Guwahati-1
E-mail: cgm.nre@apdcl.org
Web: www.apdcl.org**

Date & Time for submission of Expression of Interest (Eol)
Eol No. APDCL/CGM (PP&D)/NRE-157/Pt-I/2019-20/258 Date: 08/04/2025

Sl. No.	Particulars	Date & Time
1	Eol publishing Date & time	08/04/2025 at 11:00 Hrs.
2	Eol Submission Start Date & time	08/04/2025 at 11:00 Hrs.
3	Last date & Time for Online Submission of Eol and physical submission of offline document	08.05.2025 upto 14.00 HRS
4	Date & time of opening of Eol	09.05.2025 upto 14.00 HRS

NB:

1. The complete Eol document can be downloaded from www.rodalee.com. Interested individual farmers/ group of farmers/ cooperatives/ panchayats/ Farmer Producer Organizations (FPO)/ Water User associations (WUA) /Solar Power Developers can download the Eol Documents and commence preparation of Eol to gain time. Any amendments (s) / corrigendum / clarification with respect to this Eol shall be uploaded on www.apdcl.org and www.rodalee.com and the same will form a part of Eol document for all references. The developer should regularly follow up for any Amendment / Corrigendum / Clarification on the above websites. No separate communication shall be made by APDCL in this regard.
2. The Interested individual farmers/ group of farmers/ cooperatives/ panchayats/ Farmer Producer Organizations (FPO)/ Water User associations (WUA) /Solar Power Developers shall submit the Eol in www.rodalee.com portal only.
3. The hard copy of the Eol documents along-with all necessary supporting documents shall be submitted to the following address:-

The Chief General Manager (NRE),
Assam Power Distribution Company Limited,
Annex. Building, Bijulee Bhawan, Paltanbazar, Guwahati-01
Dist.: Kamrup (Metro), Pin: 781001, Assam, India.
E-mail: cgm.nre@apdcl.org

Expression of Interest (EoI) for installation of Decentralized Grid Connected Ground / Stilt Mounted Solar Based Power Plants of capacity 500 kW to 2 MW on Barren / Uncultivable and agricultural land falling within a radius of 5 KM from 33/11 kV Substations notified by APDCL under PM-KUSUM Scheme. However, APDCL may also allow setting-up of solar power plants of capacity less than 500 kW in specific cases.

1. Introduction and Background:

- Assam Power Distribution Company Limited, having its head office at Bijulee Bhawan, Paltanbazar, Guwahati-01, Assam a Company incorporated under the Company Act, 1956 and as per provision of the Electricity Act, 2003 (herein after referred to as 'APDCL') was designated as Implementing Agency for Component-A of PM-KUSUM Scheme in the State of Assam
- In compliance to the above, APDCL is inviting expression of interest from individual farmers/ groups of farmers / cooperative societies / Panchayats / Farmers Producer Organizations (FPO) / Water User Associations (WUA), herein after called Solar Power Generator (SPG) for setting up of decentralized grid connected ground/ stilt mounted solar power plant of capacity 500 KW to 2 MW under PM KUSUM Scheme. However, APDCL may also allow setting-up of solar power plants of capacity less than 500 kW in specific cases.

2. Construction of Projects:

- The projects are to be connected to respective 33/11 kV substations of rural areas as notified in **Annexure-A** of this document
- The Solar Power Plants will be installed preferably within 5km radius of respective 33/11kV substations
- The Solar Power Plants are envisaged to be developed preferably by farmers, utilizing their barren and uncultivable land for solar power plants. Cultivable land may also be used if the solar power plants are setup on stilts where crops can be grown below the stilts and solar power shall be sold to APDCL
- In case the individual farmers/ group of farmers/ cooperatives/ panchayats/ Farmer Producer Organizations (FPO)/ Water User associations (WUA) etc. are not able to arrange equity required for setting up the Solar Power Plant, they can opt for installing the Solar Power Plant through developer(s). In such a case, the land owner will get lease rent as mutually agreed between the parties. The lease rent may be in terms of Rs per year per acre of land or in terms of Rs per unit energy generated per acre of land area as mutually agreed between the lessee and lessor. The farmer(s) may opt for payment of lease rent directly into their bank account by APDCL, from the payment due to the developer.

3. Participation in the selection process:

- All intended Solar Power Developers need to first register themselves in the official website www.rodalee.com with detailed particulars
- Individual farmers/ group of farmers/ cooperatives/ panchayats/ Farmer Producer Organizations (FPO)/ Water User associations (WUA) etc. willing to provide lands to developers may opt to submit detailed information as per prescribed format in the official website www.rodalee.com free of cost
- All documents / guidelines will be made available in the official website www.rodalee.com in downloadable format for intending users.
- Intended SPGs can directly or indirectly submit EoI for only one plant under each Sub-Station. More than submission will lead to rejection of all bids.

4. Capacity and land requirement of Solar Plant

- Application for setting up of Solar Power Plants having capacity 500 kW to maximum 2 MW can be applied under this scheme. However, APDCL may also allow setting-up of solar power plants of capacity less than 500 kW in specific cases.
- Minimum land requirement for setting up of a solar power plant shall be 15 Bigha per MW

5. Qualification Requirement for Bidders

- Individual farmers/ group of farmers/ cooperatives/ panchayats/ Farmer Producer Organizations (FPO)/ Water User Associations (WUA) which have their own land or have land lease agreement shall be eligible for participating under this scheme and will be treated as Solar Power Generators (SPG).
- In case the individual farmers/ group of farmers/ cooperatives/ panchayats/ Farmer Producer Organizations (FPO)/ Water User Associations (WUA) etc. are not able to arrange equity required for setting up the Solar Power Plant, they can opt for installing the Solar Power Plant through developer by adopting the following options:
 - i. Option -1: They can opt for developing solar power plant through a developer by signing a land lease agreement with developer. In such a case, the land owner will get lease rent on mutually agreed terms and conditions between the parties.
 - ii. Option-2: They can opt for developing solar power plants by signing with Joint Venture agreement with developer
- Developer desirous to setup the solar power plant on leased land shall meet one for the following eligibility criteria
 - a) A Company constituted under the Companies Act, 1956 or 2013 in India or as per an equivalent law for the foreign Bidders can submit their EoI.

In case the Successful Bidder is a Single Bidder then it may, at its own discretion, form a new SPV to execute the PPA. If the Successful Bidder is a Single Bidder and chooses to incorporate an SPV, then the Successful Bidder shall subscribe and hold at least fifty one percent (51%) of the Paid-up Share Capital with voting rights of SPV from the date of incorporation of the SPV until the expiry of First Contract Year.

Or

- b) A Bidder can also participate as a Consortium. In case of consortium, both the member of the consortium should register as a company under the Companies Act, 1956 or 2013 in India.

It shall be noted that the Individual farmers/ group of farmers/ cooperatives/ panchayats/ Farmer Producer Organizations (FPO)/ Water User Associations (WUA) can also participate in this EoI by signing consortium agreement with solar power developer. **Registration under company Act is not applicable for** Individual farmers/ group of farmers/ cooperatives/ panchayats/ Farmer Producer Organizations (FPO)/ Water User Associations (WUA).

In case the Successful Bidder is a Consortium or a foreign Bidder, **then such Successful Bidders shall mandatorily to incorporate a new SPV to execute the PPA.** All the members of the Consortium together shall subscribe and hold at least fifty one percent (51%) of the Paid-up Share Capital with voting rights of SPV in aggregate and the Lead Member of the Consortium shall subscribe and hold at least twenty six percent (26%) of the Paid-up Share Capital with voting rights of SPV from the date of incorporation of the SPV until the expiry of First Contract Year.

- i. The number of members in such Consortium shall **not exceed two (2) at any point** in time during the PPA Term.

In case, Individual farmers/ group of farmers/ cooperatives/ panchayats/ Farmer Producer Organisations (FPO)/ Water User associations (WUA) participated as a consortium with solar power developer, then number of members in such Consortium shall **not exceed three (3) at any point** in time during the PPA Term.

6. Financial Eligibility

- i. Net worth of an intending developer of solar power plant on leased land shall not be less than **Rs. 1.00 Crore per MW or part thereof** the applied capacity. The same will be calculated as per the formula defined in Companies Act, 2013. The Developer shall submit the requisite document in support of the same duly certified from Chartered Accountant.

In case of Consortium, the financial eligibility criteria as indicated in this EoI shall be fulfilled by the Lead Member of the Consortium

- ii. No financial eligibility will be required, in case the farmers/group of farmers/cooperatives/ panchayats/ farmer producer organizations and water user associations opted to develop the project with their own investment.

7. Technical Eligibility

- i. The developer must have experience in design, supply, installation & commissioning of **Grid-Connected Solar PV Power Project** in last 7 years as on the date of submission of bid, having aggregate installation capacity of not less than 500 kW. **The list of projects commissioned, indicating whether the project is Grid Connected, along with a copy of the Commissioning Certificate, Work Completion Certificate and Work order shall be submitted by the bidder to fulfill the technical compliance.**
- ii. In case of Consortium, the technical eligibility criteria as indicated in this EoI shall be fulfilled by the other Member of the Consortium
- iii. No technical eligibility will be required, in case the farmers/group of farmers/cooperatives/ panchayats/ farmer producer organisations and water user associations opted to develop the project with their own investment

8. Application Fee and Bank Guarantee

- i. A non-refundable application fee of **Rs 5000 per MW or part thereof + GST** (Goods and Service Tax) of the applied capacity shall be submitted by the applicant in the form of Demand Draft in favour of Chief General Manager (NRE), APDCL payable at Guwahati
- ii. Applicants desirous for setting up solar power plant under the scheme will submit Earnest Money Deposit (EMD) of **Rs. One lakh/MW in form of Bank Guarantee**. The bank guarantee shall be issued on the name of Chief General Manager (NRE), APDCL, Annex Building, Bijulee Bhawan, Paltanbazar, Guwahati -01 with validity at least for a period of 6 months
 - EMD of the applicants not selected under the scheme shall be returned within 15 days, from the date of issuance of Letter of Award (LoA) to the successful bidders
 - The Bank Guarantee submitted against EMD will be converted into Performance Bank Guarantee (PBG) for the successful bidders, who have signed the PPA within stipulated time period.
 - In case, the selected RPG fails to execute the PPA within the stipulated time period, the Bank Guarantee equivalent to EMD shall be en-cashed by APDCL as penalty.
 - The PBGs shall be valid for a period of 15 months from the date of issue of LoA for the REPP.
 - The PBG will be returned to the RPG immediately after successful commissioning of REPP, after considering any penalties due to delay in commissioning as per provisions stipulated in the Guidelines and the Model PPA.

9. Selection Procedure

Online applications received by APDCL will be selected as under –

- a) On first come first serve basis for the total capacity sanctioned by MNRE as per capacity available on all 33/11kV substations provided.
- b) **Grid Connected Solar PV Power Plant without stilt fashion:**
 - i. If the total aggregate solar capacity applied by the eligible applicants at particular substation is less than or equal to the spare capacity notified for that substation, then all the eligible applicants will be declared as successful bidders and LOA will be issued to the successful bidder at AERC approved pre fix levelized tariff of Rs 3.23 per kWh.

- ii. If the solar power capacity applied by the eligible participants is more than the notified capacity of substation, then APDCL will initiate reverse tendering process to select the SPG. APDCL will invite the online bid from the applicants by setting AERC approved prefix levelized tariff of Rs 3.23 per kWh as the ceiling rate. On the basis of ascending rates offered by the applicants, LOA will be awarded to the successful bidders upto the notified capacity of the substation
- c) **Grid Connected Solar PV Power Plant with stilt fashion:**
In case the Solar Power Plant setup on stilt fashion (i.e. raised structure for installation of Solar panels) in specific substations, then bidding route will be followed by APDCL to select Renewable Power generator (RPG) with the AERC approved pre-fixed levelized tariff of Rs. 3.30/kWh as the ceiling tariff for bidding where setting up of solar projects on stilts shall be mandatorily required. Selection of bidders will be based on the lowest tariff offered in the ascending order as quoted by the bidders in the closed bid or e-reverse auction as the case may be. LoA will be awarded to all successful bidders. The duration of PPA will be 25 years from COD of the project
- d) SPGs shall submit their expression of interest on www.rodalee.com as per time schedule mentioned by APDCL in this document
- e) For enforcing the criteria of First come first serve basis, the time of receipt of the EOI in terms of date, hour, minutes and seconds. For example, application received on 14.01.2022, 15:10:30 (hours: minutes: seconds) will be considered senior to the one received on 14.01.2022, 15:10:31
- f) APDCL will issue LOA only to those successful applicants who have deposited the application fee and bank guarantee against the Earnest Money Deposit within the prescribed timelines and fulfill all the other conditions laid down in EOI

10. Land Lease Agreement

- i. In case the farmer/farmer bodies opt to set up the solar power plant thorough the developer, then the farmer/farmer bodies will be entitled for lease rent as per the mutually agreed terms and conditions.
- ii. The amount of the lease rent will be decided bilaterally between the lessee and lessor and APDCL will have no role in fixation of the lease rent
- iii. However, farmers may also opt for payment of their lease rent directly in their bank account by APDCL from the amount due to the SPG with undertaking from the SPG
- iv. Leasing of land will be a bi – partite agreement between the farmer and the developer and APDCL will not be held responsible for the failure in getting the land leased out to a developer
- v. A model Land Lease Agreement as prescribed by MNRE is attached at **Annexure – C**. However, the terms of Land Lease Agreement will be finalized on mutual consent of concerned parties.

11. Connectivity of Solar Power Plant with 33/11 kV Substation

- i. Solar power plants having capacity of 500 kW to 2 MW shall be set up under this scheme which will be connected to 33/11 KV substations through 11 KV line
- ii. Laying of 11 kV lines from solar power plant to designated 33/11 kV substation, construction of bay & related switchgear at substation where metering of the plant along-with all related activities RoW, statutory clearance etc. in connection with laying of dedicated 11 kV line from solar power plant to sub-station is to be carried out by SPG
- iii. Alternatively, RPG can get the 11 kV line constructed through APDCL by paying all applicable cost and other charges
- iv. SPG shall be responsible for the maintenance of the dedicated 11 kV line
- v. If there are more than one SPG are awarded at a particular sub-station, they shall be permitted to jointly establish a common transmission line to feed the sub-station with the approval of APDCL
- vi. SPG has to comply with Grid Code and other related Regulations as applicable

12. Commissioning Period for installation of solar power plant

- i. SPG should commission the Solar Power Plant within the period of 15 months from the date of issuance of LOA by APDCL. In case of non-commissioning of the project within the stipulated period, the penalty amount will be recovered from Performance Bank Guarantee (PBG) as per the terms and conditions of the Power Purchase Agreement (PPA)

- ii. In case, the Commissioning of the Project is delayed beyond 15 Months from the date of issuance of LoA, APDCL shall encash the Performance Bank Guarantee (PBG) in the following manner:
 - (a) Delay up to six months – The PBG on per day basis and proportionate to the balance capacity not commissioned.
 - (b) In case the commissioning of the solar power plant is delayed over six months, the PPA capacity shall stand reduced / amended to the Project capacity commissioned at the end of six month from scheduled Commissioning Date.

13. Commercial Operation Date

The Commercial Operation Date (COD) shall be considered as the actual date of commissioning of the solar power plant as declared by the Commissioning Committee of APDCL

14. Capacity Utilization Factor

- i. It is mandatory for SPG to maintain Capacity Utilization Factor (CUF) of at least 16% annually during the entire period of Power Purchase Agreement
- ii. In case of CUF being maintained below 16%, the SPG shall compensate APDCL for the shortfall in power supply as per the provisions laid down in PPA
- iii. Relaxation in CUF to the extent of grid unavailability, Force Majeure events will be dealt with as per terms of the PPA

15. Tariff for purchase of power from Solar Power Generator

- a) **Grid Connected Solar PV Power Plant without stilt fashion:**
 - i. In case, the aggregate capacity offered by applicants is less than or equal to the notified capacity for a particular sub-station, then Solar power generated will be purchased by APDCL at AERC approved pre-fixed levelized tariff of Rs. 3.23/kWh for Ground Mounted Solar Power Plant without stilt fashion.
 - ii. In case, the aggregate capacity offered by applicants is more than notified capacity for a particular sub-station, bidding route will be followed by APDCL to select SPG and in such cases the pre-fixed levelized tariff will be the ceiling tariff for bidding. Selection of bidders will be based on the lowest tariff offered in the ascending order as quoted by the bidders in the closed bid or e-reverse auction as the case may be
- b) **Grid Connected Solar PV Power Plant with stilt fashion:**

In case the Solar Power Plant setup on stilt fashion (i.e. raised structure for installation of Solar panels) in specific substations, then bidding route will be followed by APDCL to select Renewable Power generator (RPG) with the AERC approved pre-fixed levelized tariff of Rs. 3.30/kWh as the ceiling tariff for bidding where setting up of solar projects on stilts shall be mandatorily required.

16. Responsibility of Solar Power Generator (SPG):

The Solar Power Generator (SPG) will be responsible for the following tasks:

- i. The SPG shall develop the necessary land and related infrastructure to set up the solar power plant and ensure timely completion of project and connectivity of the solar power plant from 33/11 KV substation as per the stipulated time lines.
- ii. SPG shall submit all necessary documents related to the ownership of land for setting up of solar power plant or provide lease agreement for the land on which he plan to set up solar power plant.
- iii. SPG shall obtain all necessary approval and consent for related document from the appropriate authorities.
- iv. The design, construction, completion, testing and commissioning of the project will be carried out by the SPG in accordance with the applicable rules, Grid Code, Utility established practices, other relevant regulations and terms and conditions of the contract.
- v. To supply the power generated continuously to APDCL during the period of 25 years stipulated in the contract.

- vi. SPG will ensure adequate arrangements for interconnecting solar power plant, metering point, delivery point with the feeding 33/11 KV substation.
- vii. The solar power project shall be ensured to be free from any outage during the contract period.
- viii. SPG shall comply all the term and conditions under the contract.
- ix. SPG shall be responsible to coordinate directly with concerned authorities related to Forecasting & Scheduling, Deviation Settlement Mechanism and Grid Code and all liabilities there under.
- x. SPG shall have to follow all rules and regulations applicable in Assam regarding installation of grid connected solar power plant

17. Additional benefit for timely completion of project

- Actual Procurement Based Incentive (PBI) received by APDCL from MNRE for respective project will be passed on to RPG in case of successful commissioning of total awarded quantum within 15 months from the award.
- This additional benefit is strictly linked with the specified timeline as per award and any delay, even on account of Force Majeure events, won't be condoned and considered for this purpose
- The actual PBI receipts by APDCL from MNRE will be transferred to designated account of applicable RPG (s) within 15 days of such receipt
- APDCL will be entitled to deduct any sum receivable from RPG from the PBI amount at source of its discretion
- However, to avail the PBI, RPG will be responsible for submission of the following documents to APDCL after completion of one year from the COD and every year thereafter till five years for claiming the PBI:
 - Timely payment of monthly lease rent, if applicable, to the land owner of the project
 - Monthly units sold to APDCL purchased from the plant and corresponding payment made to be received by the project developer
 - Applicable PBI would be released to APDCL after submission of these documents by APDCL to MNRE

18. Power Purchase Agreement

- Power Purchase Agreement shall have to be executed by SPG within 2 (two) months from the date of issuance of LOA by APDCL.
 - PPA shall be for a period of 25 years from the Commercial Operation Date (COD) of solar power plant. Draft PPA is provided as **Annexure-B**.
 - SPG will be free to operate the plant after expiry of the 25 years of PPA period if other conditions (like land lease, etc.) permits.
 - PPA can be extended beyond the period of 25 years with mutual consent of SPG and APDCL
 - As a measure of payment protection, APDCL shall provide letter of credit (LC) to SPG as per the terms and conditions specified in the PPA
19. SPG will be free to adopt any technology based on solar energy. But in order to ensure only quality systems are installed, prevailing MNRE/BIS specifications and quality control orders applicable for solar modules, inverters, BoS and other equipment shall be followed as per compliance of PM-KUSUM scheme
20. SPGs shall complete the Project Financing Arrangements for its Project and shall provide relevant documents to APDCL in this regard within six Months from the Date of issuance of LoA by APDCL for the project
21. If any information/document provided by the SPG is found to be incorrect at any stage, the application of SPG shall be rejected and the bank guarantee submitted by the applicant will be encashed

Annexure – A

SUBSTATION WISE CAPACITY ALLOTTED FOR COMPONENT-A OF PM-KUSUM SCHEME					
SL. NO	NAME OF THE ELECTRICAL CIRCLE	NAME OF THE SUB-DIVISION	NAME OF 33/11KV DISTRIBUTION SUB STATION	SUBSTATION CAPACITY (MVA)	CAPACITY ALLOTTED FOR COMPONENT - A OF KUSUM SCHEME (MW)
1	NOGAON CIRCLE	NAGAON ESD-II	ITAPARA	10	1.5
2			JURIA	10	1.5
3			DEODHAR	10	1.5
4		NAGAON ESD-III	BEBEJIA	10	1.5
5		DHING ESD	DHING	20	2
6			BORDOWA	10	1.5
7		RAHA ESD	BARAPUJIA	10	1.5
8			JUNGAL BALAHU GARH	8.15	1
9			RAHA	10	1.5
10		SAMAGURI ESD	SAMAGURI	10	1.5
11			BARHAMPUR	5.55	1
12			AMONI	10	1.5
13			RUPOHI	10	1.5
14			AMBAGAN	10	1.5
15		KALIABOR ESD	GARUBANDHA	15	2
16			AMONI	10	1.5
17			BURAPAHAR	8.15	1
18			NALTALI	10	1.5
19		KATHIATOLI ESD	KATHIATOLI	10	1.5
20			MODERTOLI	17.5	2
21			KAMPUR	10	1.5
22			NAGAYAPAM	10	1.5
23		LANKA ESD	LANKA	20	2
24			KAKI	10	1.5
25			NILBAGAN	20	2
26	TEZPUR ELECTRICAL CIRCLE	TEZPUR ESD	PORUWA	15	2
27			BATAMARI	10	1.5
28			SONABILL	7.5	1

29			GHOGRA	10	1.5
30			CHAGLI AHOT	10	1.5
31		BALIPARA ESD	BALIPARA	10	1.5
32			HARCHURA	10	1.5
33		RANGAPARA ESD	RANGAPARA	10	1.5
34			MI AMARI	7.5	1
35			BORJULI	10	1.5
36		DHEKIAJULI ESD-1	MIZIBARI	7.5	1
37			RAKYASHMARI	10	1.5
38		DHEKIAJULI ESD-II	THELAMARA	10	1.5
39			BORSOLA	10	1.5
40			SINGRI	10	1.5
41		JAMUGURI ESD	JAMUGURI	10	1.5
42			ITAKHOLA	10	1.5
43		SOOTEA ESD	SOOTEA	6.30	1
44			DUBIA	10	1.5
45			MISAMARI	7.5	1
46			DUFFLAGHUR	10	1.5
47		CHARIALI ESD	PAVOI	6.3	1
48			MONABARI	7.5	1
49	KANCH ELECTRICAL CIRCLE	HOWRAGHAT ESD.	HOWRAGHAT	5	0.5
50			BAKALIA	5	0.5
51			DOKMOKA	5	0.5
52		KHERONI ESD	FOREST BAZAR	10	1.5
53		DONKAMOKAM ESD	DONKAMOKAM	10	1.5
54		HAMREN ESD	HAMREN	7.5	1
55		DIPHU ESD-II	DIPHU DILLAJI	20	2
56			MANJA	5	0.5
57		BOKAJAN ESD	BOKAJAN	10	1.5
58		MAHUR ESD	MAHUR	5	0.5
59		HAFLONG ESD	HAFLONG	10	1.5
60			HARANGAJAO	3.15	0.5
61		MAIBANG ESD	MAIBONG	6.3	1

62	CACHAR ELECTRICAL CIRCLE	SILCHAR ESD-II	DORGAKUNA	7.5	1
63		SONAI ESD	SRIKONA	10	1.5
64			KABUGANJ	10	1.5
65			BHAGA	5	0.5
66			SONAI	5	0.5
67		UDHARBOND ESD	PANGRAM	15	2
68			KUMBHIRGRAM	5	0.5
69			BANSKANDI	5	0.5
70		LAKHIPUR ESD	LABOC	15	2
71		KALAIN ESD	KALAIN	12.5	2
72			KATIGORAH	8.15	1
73			NILCHERA	5	0.5
74	BADARPUR ELECTRICAL CIRCLE	BADARPUR ESD	PANCHGRAM OLD	5	0.5
75			LAMAJUAR	10	1.5
76		HAILKANDI ESD	ALGAPUR	10	1.5
77		R.K.NAGAR ESD	RK NAGAR	5.65	1
78		LALA ESD	LALA	15	2
79			LATAKANDI	5	0.5
80			MANIPUR	5	0.5
81		DULLAVCHERRA ESD	DULLAVCHERRA	10	1.5
82	NORTH LAKHIMPUR EL. CIRCLE	N-LAKHIMPUR ESD	BOGINADI	10	1.5
83			PANIGAON	5	0.5
84			BALIJAN	10	1.5
85		BIHPURIA ESD	BIHPURIA	10	1.5
86			NARAYANPUR	10	1.5
87		NOWBOICHA ESD	SILANI BARI	10	1.5
88			LALUK	10	1.5
89		DHEMAJI ESD	DHEMAJI	10	1.5
90			BORDOLONI	10	1.5
91		DHAKUAKHANA ESD	DHAKUAKHANA	10	1.5
92			MACHKHOWA	5	0.5
93		GHILAMARA ESD	GHILAMARA	10	1.5
94			MAINAPARA	10	1.5

95		CHILAPATHAR ESD	CHILAPATHAR	15	2
96			SIMEN CHAPORI	10	1.5
97		JONAI ESD	JONAI	7.5	1
98			TELAM	5	0.5
99	MORIGAON EL. CIRCLE	JAGIROAD ESD	KARKATBASTI	20	2
100			MALOIBARI	10	1.5
101			KHETRI NALGEDERA	10	1.5
102			NELIE	5	0.5
103			BHAKATGAON	5	0.5
104		JHARGAON ESD	MAYONG	8.16	1
105		LAHORIGHAT ESD	LAHORIGHAT	10	1.5
106		CHARAIBAH ESD	MIKIRBHETA	10	1.5
107		MORIGAON ESD	MORIGAON	20	2
108			BASNAGHAT	10	1.5
109	RANGIA EC	RANGIA ESD-I	GORESWAR	12.5	2
110			CHIRAKHUNDI	20	2
111		RANGIA ESD-II	DIMU	7.5	1
112			JAMTOLA	7.5	1
113		BAIHATA ESD	ALIPUB	10	1.5
114			KAMALPUR	10	1.5
115			BORKA	10	1.5
116			BEZERA	7.5	1
117		TAMULPUR ESD	TAMULPUR	10	1.5
118			KUMARIKATA	10	1.5
119			33/11 NAGRIJULI	10	1.5
120		NALBARI ESD-II	DHAMDHAMA	8.15	1
121			SARIAHTOLI	10	1.5
122			KHATIKUCHI	10	1.5
123			KAMARKUCHI	7.5	1
124			GHOGRAPAR	5	0.5
125		CHAMATA ESD	CHAMATA	10	1.5
126			MUKALMUA	10	1.5
127			KAITHALKUCHI	10	1.5

128	MANGALDOI EC	MANGALDOI ESD	RAMHARI	10	1.5
129		SIPAJHAR ESD	FUTKITOLI	10	1.5
130			DIPILA	10	1.5
131		KHARUPETIA ESD	LAALPOOL	10	1.5
132			DALGAON	13.15	2
133		MAZBAT ESD	ORANG	7.5	1
134		UDALGURI ESD	ROWTA	7.5	1
135			UDALGURI	15	2
136		KALAIGAON ESD	KALAIGAON	10	1.5
137		TANGLA ESD	TANGLA	12.5	2
138			KHOIRABARI	7.5	1
139	BARPETA EC	BARPETA ROAD ESD	HOWLY	18.15	2
140		SARTHEBARI ESD	SARTHEBARI	10	1.5
141		SORBHOG ESD	SORBHOG	10	1.5
142			KHARISALA	13.16	2
143			MANIKPUR	10	1.5
144		BARPETA ROAD ESD	MANDIA	7.5	1
145			CHENGA	8.15	1
146			NAGAON	10	1.5
147		PATHSALA ESD	TAPA	5	0.5
148			SALBARI	10	1.5
149			BAGHMARA	5	0.5
150			SARUPETA	5	0.5
151		BARAMA ESD	BARJAR	10	1.5
152			NARAYANPUR	7.5	1
153		TIHU ESD	NATHKUCHI	15	2
154			TIHU TOWN	10	1.5
155			PATACHARKUCHI	10	1.5
156			NE MEGAFOOD PARK	5	0.5
157	BONGAIGAON EC	ABHAYAPURI ESD	CHALANTAPARA	10	1.5
158			NORTH SALMARA	10	1.5
159		BIJNI ESD	BIJNI	20	2
160			PASLABARI	10	1.5

161			DANGAIGAON	10	1.5
162			KAJALGAON	5	0.5
163			SHYAMTHAIBARI	10	1.5
164			BENGTOLE	7.5	1
165			DEOSRI	10	1.5
166		DAMRA ESD	DAMRA	8.16	1
167			KRISHNAI	5	0.5
168		DHUPDHARA ESD	DHUPDHARA	5	0.5
169			RONGJULI	7.5	1
170		GOALPARA ESD	BHALUKDUBI	20	2
171			BALIJANA	8.16	1
172			CHUTKI	2.5	0.5
173			MORNOI	5	0.5
174		LAKHIPUR ESD	NIDANPUR	15	2
175			SIMLABARI	5	0.5
176		MANKACHAR ESD	SONAPUR	12.5	2
177			JORDANGA	10	1.5
178	GUWAHATI EC II	HAJO ESD	HAJO	18.15	2
179		SUALKUCHI ESD	SUALKUCHI	10	1.5
180		MIRZA ESD	MIRZA	20	2
181			PALASBARI	10	1.5
182			BIJOY NAGAR	10	1.5
183			LOHARGHAT	7.5	1
184		CHAYGAON ESD	GOBARDHAN	10	1.5
185			BAMUNIGAON	10	1.5
186		BOKO ESD	BOKO	10	1.5
187			HEKERA	10	1.5
188			CHAMARIA	7.5	1
189	KOKRAJHAR EC	BAUGAON ESD	SALAKATI	5	0.5
190			BASUGAON	10	1.5
191		KOKRAJHAR ESD	KOKRAJHAR	28.16	2
192		FAKIRAGRAM ESD	FAKIRAGRAM	10	1.5
193			SAPATGRAM	10	1.5

194		GOSSAIGAON ESD	KACHUGAON	5	0.5
195			GOSAIGAON	10	1.5
196			HATIDHURA	5	0.5
197		CHAPAR ESD	CHAPAR	10	1.5
198			CHOIBARI	10	1.5
199			SALKOCHA	10	1.5
200		DHUBRI ESD	AMBAGAN	15	2
201		GAURIPUR ESD	GAURIPUR	20	2
202			MAHAMAYA	7.5	1
203		GOLOKGANJ ESD	BISONDOI	5	0.5
204			NANDINIPAR/BALAJAN	5	0.5
205		AGOMANI ESD	AGOMONI	12.5	2
206			RUSTAM	7.5	1
207		BILASIPARA ESD	GOPIGAON	12.5	2
208	DIBRUGARH EL. CIRCLE	DESD-I	UNIVERSITY	10	1.5
209			SE A	10	1.5
210		DESD-II	HAZELBANK	5	0.5
211			MODERKHAT	10	1.5
212		BORDUBI ESD	BORDUBI	7.5	1
213			BHADOI	10	1.5
214			TENGAKHAT	5.65	1
215		NAHARKATIA ESD	NAHARKATIA	15	2
216		NAMRUP ESD	NAMRUP	10	1.5
217			JOYPUR	5	0.5
218		TINGKHONG ESD	TINGKHONG	10	1.5
219			RAJGARH	10	1.5
220	GOLAGHAT EL. CIRCLE	BOKAKHAT ESD	KOHOA	5.65	1
221		KAMARGAON ESD	NUMOLIGARH	10	1.5
222			KHUMTAI	5	0.5
223		GOLAGHAT ESD NO-I	GOLAGHAT-I(TETELITOL)	20	2
224			USHA	7.5	1
225		GOLAGHAT ESD NO-II	KAMARBANDHA	10	1.5
226			JONAKI NAGAR	10	1.5

227			LETEKU	7.5	1
228			FALANGANI	10	1.5
229			GANAKPUKHURI	10	1.5
230		SARUPATHARESD	SARUPATHAR	5	0.5
231			BARPATHAR	7.5	1
232			URIAMGHAT	10	1.5
233	SIBSAGAR EL. CIRCLE	SIVASAGAR ESD-II	PRAGATI	10	1.5
234			KONWARGAON	5	0.5
235		GAURISAGAR ESD	GAURISAGAR	10	1.5
236			JHANJI	10	1.5
237		NAZIRA ESD	GARGAON	20	2
238		AMGURI ESD	AMGURI	10	1.5
239			NAMTI	5	0.5
240		CHARAIDEO ESD	BANFERA	15	2
241			SALKATHANI	15	2
242			MAIBELLA	10	1.5
243		MORAN ESD	KOCHUMARI	7.5	1
244			BAMUNBARI	10	1.5
245			SEPON	7.5	1
246			KHOWANG	6.31	1
247		DEMOW ESD	NEMUGURI	10	1.5
248			NITAIPOKHURI	10	1.5
249	TINSUKIA EL. CIRCLE	TINSUKIA ESD-I	BORGURI	10	1.5
250		TINSUKIA ESD-III	MAKUM	13.15	2
251			BALIJAN	7.5	1
252		DOOMDOOMA ESD	TALAP	5	0.5
253			KAKOPATHAR	10	1.5
254			CHAPAKHOWA	5	0.5
255		MARGHERITA ESD	LEKHAPANI	10	1.5
256			JAGUN	10	1.5
257			PENGREE	10	1.5
258	JORHAT EL. CIRCLE	JORHAT ESD-I	GARMUR	15	2
259			MURMURIYA	10	1.5

260			GOTONGA	8.15	1
261			RRL-PULIBOR	5.65	1
262		JORHAT ESD-III	KOLAKHOWA	5.65	1
263			PANICHOKUA	10	1.5
264		KAKOJAN ESD	KAKOJAN	10	1.5
265		DERGAON ESD	DERGAON	10	1.5
266			RANGOLITING	3.15	0.5
267		TITABOR ESD	TITABOR	20	2
268			BARHOLLA	5	0.5
269		MARIANI ESD	MARIANI	15	2
270			NAKACHARI	5	0.5
271		MAJULI ESD	GARMUR	7.5	1
272			PHULONI	3.15	0.5
				TOTAL	357

STANDARD

**POWER PURCHASE AGREEMENT FOR
PROCUREMENT OF MW _____POWER ON LONG TERM
BASIS**

Between

[Name of Renewable Power Generator]

And

[Assam Power Distribution Company Limited]

[Month and year]

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

Between

_____, [name of the Renewable Power Generator], _____, [details of Renewable Power Generator] (hereinafter referred to as “**Renewable Power Generator or RPG**”, 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

Assam Power Distribution Company Limited, a company incorporated under the Companies Act 1956, having its registered office at Bijulee Bhawan, Paltanbazar, Guwahati-781 001 (hereinafter referred to as “**DISCOM**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assignees) as a Party of the **Second Part**;

The RPG and DISCOM are individually referred to as ‘Party’ and collectively referred to as ‘Parties’.

WHEREAS:

- A. The Ministry of New and Renewable Energy [MNRE] has launched a scheme for farmers on 8th March 2019 and issued implementation guidelines on _____.
- B. The MNRE has accorded a sanction and allotted a capacity of ___MW to DISCOM for under the said scheme of 8th March 2019.
- C. DISCOM had initiated a selection process for procurement of ___MW of the power generated from the Grid connected _____Power Project on the terms and conditions contained in the EoI/RfS No. _ dated _____.
- D. The RPG has been selected in the Process for development, generation and supply of electricity from the ___MW _____ Power Project to be established by RPG at _____[location of proposed power plant] and electricity generated to be fed to the _____[Name and location of 33/11 kV sub-station];
- E. DISCOM has issued the Letter of Award No..... dated.....in favour of the RPG for development and establishment of theMW ___ Power Project as per the terms and conditions contained in the EoI/RfS.
- F. The RPG has furnished the Performance Bank Guarantee in the sum of Rs.... in favour of DISCOM as per the format prescribed by the DISCOM.
- G. The RPG has fulfilled the terms and conditions for signing this Power Purchase Agreement as a definitive agreement for establishing the ___ Power Project of.....MW at _____, for generation and sale of electricity by the RPG to DISCOM at _____33(or 66 or 110)/11 kV S/S;
- H. The parties have agreed to execute this Power Purchase Agreement in terms of the EoI/RfS and the Letter of Award in regard to the terms and conditions for establishment of the ___ Power Project at _____, and for generation and supply of electricity by the RPG to DISCOM.

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;
"Agreement" or "Power Purchase Agreement" or "PPA"	shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof;
"Appropriate Commission"	Unless otherwise stated, Appropriate Commission shall be the commission of the state where DISCOM is situated;
"Bill Dispute Notice"	shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party;
"Business Day"	shall mean with respect to RPG and DISCOM, a day other than Sunday or a statutory holiday, on which the banks remain open for business in the State;
"Capacity Utilisation Factor" or "CUF"	shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time; However for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Contracted Capacity; In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%$;
"Change in Law"	shall have the meaning ascribed thereto in Article 12 of this Agreement;
"Commercial Operation Date (COD)"	shall mean the date on which the commissioning certificate is issued upon successful commissioning (as per provisions of this Agreement) of the project;
"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"	shall mean all authorizations, licenses, approvals, registrations, permits, waivers,
"Permits"	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 RPG Preliminary Default Notice or DISCOM Preliminary Default Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;
"Contract Year"	shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that: (i) in the financial year in which the COD would occur, the Contract Year shall end on the date immediately before the COD and a new Contract Year shall commence once again from the COD and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and (ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement
"Contracted Capacity"	shall mean [Insert capacity] MW contracted with DISCOM for supply by the RPG to DISCOM at the Delivery Point from the _____ Power Project;
"Delivery Point"	"Delivery Point" shall mean the point at the voltage level of 11kV or above of the 33/11 kV Sub-station. Metering shall be done at this interconnection point where the power is injected into the 33/11 kV Sub-station. For interconnection with grid and metering, the RPG shall abide by the relevant and applicable regulations, Grid Code notified by the

	<p>State Commission and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed thereunder by the Appropriate Commission or CEA.</p> <p>All charges and losses related to Transmission of power from project up to Delivery Point as notified by the Appropriate Commission shall be borne by the RPG.</p>
"Dispute"	shall mean any dispute or difference of any kind between DISCOM and the RPG, 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"	Due Date shall mean the forty-fifth (45th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the DISCOM 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 DISCOM.
"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;
"Event of Default"	shall mean the events as defined in Article 13 of this Agreement;
"Expiry Date"	Shall mean the date occurring twenty five (25) years from the Commercial Operation Date subject to that the supply of power shall be limited for a period of 25 years from the COD unless extended by the Parties as per this Agreement;
"Financing Agreements"	shall mean the agreements pursuant to which the RPG has sought financing for the Power Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of DISCOM;
"Force Majeure" or "Force Majeure Event"	shall have the meaning ascribed thereto in Article 11 of this Agreement;
"Indian Governmental Instrumentality"	shall mean the Government of India, Governments of state of _____ and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or the above state Government or both, any political sub-division of any of them including any court or Appropriate Commission or tribunal or judicial or quasi-judicial body in India;
"Insurances"	shall mean the insurance cover to be obtained and maintained by the RPG in accordance with Article 8 of this Agreement;
"Interconnection Facilities"	shall mean the facilities on RPG'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;
"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;

"Letter of Award" or "LoA"	shall mean Letter of Award issued by the DISCOM to the RPG for the project;
"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;
"Power Project" or "Project"	shall mean the _____ power generation facility of Contracted Capacity of[Insert capacity] MW, located at , [Insert name of the District and State] having a separate control system, metering and separate points of injection into the grid at Delivery point of 33/11 kV substation. The Project shall include all units and auxiliaries such as water supply, treatment or storage facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power as per this Agreement;
"Preliminary Default Notice"	shall have the meaning ascribed thereto in Article 13 of this Agreement;
"Project Capacity"	shall mean the maximum AC capacity of the Project at the point of injection on which the Power Purchase Agreement has been signed.
"Prudent Utility Practices"	shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power generation equipment and which practices, methods and standards shall be adjusted as necessary, to take account of: a) operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be incorporated in the Power Project; b) the requirements of Indian Law; and the physical conditions at the site of the Power Project
"Rebate"	shall have the same meaning as ascribed thereto in Article 10.3.5 of this Agreement;
"Rupees", "Rs.", "₹"	shall mean Indian rupees, the lawful currency of India;
"Scheduled Commissioning Date" or "SCD" of the Project	Shall mean [Insert Date that is fifteen (15) Months from the Date of issuance of LoA by the DISCOM to the RPG];
"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;

ARTICLE 2: TERM OF AGREEMENT

2.1 Effective Date

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

2.2 Term of Agreement

2.2.1 Subject to Article 2.3 and 2.4 of this Agreement, this Agreement shall be valid for a term from the Effective Date until the Expiry Date. 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 RPG 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 DISCOM, DISCOM 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 DISCOM or RPG terminates the Agreement, pursuant to Article 13 of this Agreement.

2.4 Survival

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

ARTICLE 3: CONDITIONS SUBSEQUENT

3.1 The RPG agrees and undertakes to make Project Financing Arrangements for its Project and shall provide necessary documents to DISCOM in this regard within six Months from the Date of issue of LoA by DISCOM for the project.

ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT

4.1 RPG's Obligations

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

a) The RPG shall be solely responsible and make arrangements for Land & associated infrastructure for development of the Project and for Connectivity with the 33/11 kV sub-station for confirming the evacuation of power by the Scheduled Commissioning date or COD, whichever is earlier, and all clearances related thereto;

The RPG shall furnish the necessary documents to establish possession in the name of the Project Developer of the required land/ Lease Agreement;

b) obtaining all Consents, Clearances and Permits as required and maintaining all documents.

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 commencement of supply of power up to the Contracted Capacity to DISCOM no later than the Scheduled Commissioning Date and continuance of the supply of power throughout the term of the Agreement;
- e) Connecting the Power Project switchyard with the Interconnection Facilities at the Delivery Point. The RPG shall make adequate arrangements to connect the Power Project switchyard with the Interconnection Facilities at Interconnection / Metering / Delivery Point.
- f) owning the Power Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 15;
- g) fulfilling all obligations undertaken by the RPG under this Agreement.
- h) The RPG shall be responsible to for directly coordinating and dealing with the DISCOM, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of Power and due compliance with deviation and settlement mechanism and the applicable Grid code/State Regulations.

4.2 Purchase and sale of Contracted Capacity

4.2.1 Subject to the terms and conditions of this Agreement, the RPG undertakes to sell to DISCOM and DISCOM undertakes to pay Tariff for all the energy supplied at the Delivery Point corresponding to the Contracted Capacity.

4.3 Right to Contracted Capacity & Energy

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

4.3.2 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 RPG will have to forego the excess generation and reduce the output to the contract capacity and shall also have to pay the penalty/charges (if applicable) as per applicable regulations.

4.4 Extensions of Time

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

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

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

4.4.2 In case of extension due to reasons specified in Article 4.4.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of three (3) months, any of the Parties may choose to terminate the

Agreement as per the provisions of Article 13.5. In case neither party terminates the agreement under this clause, the agreement shall stand terminated on the expiry of twelve (12) months of the continuation of the Force majeure event unless the parties mutually agree to extend the agreement for the further period.

4.4.3 If the Parties have not agreed, within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on the time period by which the Scheduled Commissioning Date or the Expiry Date should be deferred, any Party may raise the Dispute to be resolved in accordance with Article 16.

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

4.4.5 Notwithstanding anything to the contrary contained in this Agreement, any extension of the Scheduled Commissioning Date arising due to any reason envisaged in this Agreement shall not be allowed beyond the date pursuant to Article 4.5.2.

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

4.5 Liquidated Damages not amounting to penalty for delay in Commissioning

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

In case any RPG fails to achieve this milestone, DISCOM shall encash the Performance Bank Guarantee (PBG) in the following manner:

(a) Delay up to six months – The PBG on per day basis and proportionate to the balance capacity not commissioned.

(b) In case the commissioning of the solar power plant is delayed over six months, it shall be considered as an RPG Event of Default and provisions of Article 13 shall apply and the PPA capacity shall stand reduced / amended to the Project capacity commissioned at the end of six month from scheduled Commissioning Date.

4.5.2 The RPG further acknowledge that the amount of the liquidated damages fixed is genuine and reasonable pre-estimate of the damages that may be suffered by DISCOM.

4.6 Acceptance/Performance Test

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

4.7 Third Party Verification

4.7.1 The RPG shall be further required to provide entry to the site of the Power Project free of all

encumbrances at all times during the Term of the Agreement to DISCOM and a third Party nominated by any Indian Governmental Instrumentality for inspection and verification of the works being carried out by the RPG at the site of the Power Project.

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

4.8 Breach of Obligations

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

4.9 Generation compensation for Off-take constraints

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

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

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

4.9.2 Offtake constraints due to Backdown: The RPG and DISCOM shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. In the eventuality of backdown, subject to the submission of documentary evidences from the competent authority, the RPG shall be eligible for a minimum generation compensation, from DISCOM, restricted to the following and there shall be no other claim, directly or indirectly against DISCOM:.

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

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

ARTICLE 5: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION

5.1 Synchronization, Commissioning and Commercial Operation

5.1.1 The RPG shall give the DISCOM at least thirty (30) days' advanced preliminary written notice and at least fifteen (15) days' advanced final written notice, of the date on which it intends to synchronize the Power Project to the Grid System.

5.1.2 Subject to Article 5.1.1, the Power Project may be synchronized by the RPG to the Grid System when it meets all the connection conditions prescribed in applicable Grid Code then in effect and otherwise meets all other Indian legal requirements for synchronization to the Grid System.

5.1.3 The synchronization equipment and all necessary arrangements / equipment including RTU for scheduling of power generated from the Project and transmission of data to the concerned authority as per applicable regulation shall be installed by the RPG at its generation facility of the Power Project at its own cost. The RPG shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted by the head of the concerned substation/ and checking/verification is made by the concerned authorities of the DISCOM.

5.1.4 The RPG shall immediately after each synchronization/tripping of generator, inform the sub-station of the Grid System to which the Power Project is electrically connected in accordance with applicable Grid Code. In addition, the RPG will inject in-firm power to grid time to time to carry out operational/ functional test prior to commercial operation. For avoidance of doubt, it is clarified that Synchronization / Connectivity of the Project with the grid shall not to be considered as Commissioning of the Project.

5.1.5 The RPG shall commission the Project within fifteen (15) Months from the Date of issue of LoA. Declaration of COD shall only be done upon the successful visit by the Commissioning Committee.

5.1.6 The Parties agree that for the purpose of commencement of the supply of electricity by RPG to DISCOM, liquidated damages for delay etc., the Scheduled Commissioning Date as defined in this Agreement shall be the relevant date.

ARTICLE 6: DISPATCH AND SCHEDULING

6.1 Dispatch and Scheduling

6.1.1 The RPG shall be required to schedule its power as per the applicable regulations of SERC /SLDC or any other competent agency and same being recognized by the 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 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 RPG.

6.1.2 The RPG shall be responsible for directly coordinating and dealing with the DISCOM, State Load Dispatch Centers, and other authorities in all respects in regard to declaration of availability, scheduling and despatch of Power and due compliance with deviation and settlement mechanism and the applicable Grid code Regulations.

6.1.3 The RPG shall be responsible for any deviation from scheduling and for any resultant liabilities on account of charges for deviation as per applicable regulations. UI charges on this account shall be directly paid by the RPG.

6.1.4 Auxiliary power consumption will be treated as per the concerned state regulations.

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

7.1.3 In addition to ensuring compliance of the applicable codes, the RPG shall install Main & Check meters at the Delivery Point, along with Stand-by meter(s) as per the applicable regulations of the State where the Project is located.

7.2 Reporting of Metered Data and Parameters

7.2.1 The grid connected renewable power plants will install necessary equipment for regular monitoring of required data and simultaneously for monitoring of the electric power generated from the Project.

7.2.2 Online arrangement would have to be made by the RPG for submission of above data regularly for the entire period of this Power Purchase Agreement to the DISCOM, the MNRE and 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 RPG to Ministry of New and Renewable Energy/National Institute of Solar Energy through DISCOM for entire period of PPA.

ARTICLE 8: INSURANCES

8.1 Insurance

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

8.2 Application of Insurance Proceeds

8.2.1 In case of the Project not being implemented through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

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 Power Project no longer economically and technically viable and the insurers under the Insurances make payment on a "total loss" or equivalent basis, DISCOM shall have claim on such proceeds of such Insurance limited to outstanding dues of DISCOM against RPG.

8.3 Effect on liability of DISCOM

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

ARTICLE 9: APPLICABLE TARIFF

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

ARTICLE 10: BILLING AND PAYMENT

10.1 General

10.1.1 From the commencement of supply of power, DISCOM shall pay to the RPG 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 DISCOM shall be in Indian Rupees.

10.1.2 The RPG shall be required to make arrangements and payments for import of energy (if any) as per applicable regulations.

10.2 Delivery and Content of Monthly Bills/Supplementary Bills

10.2.1 The RPG shall issue to DISCOM hard copy of a signed Monthly Bill for the immediately preceding Month based on the JMR/Energy Account along with all relevant documents (payments made by RPG for drawl of power, payment of reactive energy charges, Metering charges or any other charges as per regulations of SERC/SLDC, if applicable.)

Each Monthly Bill shall include all charges as per this Agreement for the energy supplied for the relevant Month based on JMR/Energy Accounts. The Monthly Bill amount shall be the product of the energy as per Energy Accounts and the Applicable Tariff. Energy drawn from the grid will be regulated as per the regulations of respective State the Project is located in.

10.3 Payment of Monthly Bills

10.3.1 DISCOM shall pay the amount payable under the Monthly Bill by the Due Date to such account of the RPG, as shall have been previously notified by the RPG.

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 DISCOM, if any, from the RPG, will be adjusted from the monthly energy payment.

The RPG shall open a bank account (the "RPG's Designated Account") for all Tariff Payments to be made by DISCOM to the RPG, and notify DISCOM of the details of such account at least sixty (60) Days before the dispatch of the first Monthly Bill.

10.3.3 Late Payment Surcharge

In the event of delay in payment of a Monthly Bill by DISCOM beyond thirty (30) days of its Due Date, a Late Payment Surcharge shall be payable to the RPG at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis. The Late Payment Surcharge shall be claimed by the RPG through the Supplementary Bill.

10.3.5 Rebate

For payment of any Bill on or before Due Date, the following Rebate shall be paid by the RPG to DISCOM in the following manner and the RPG shall not raise any objections to the payments made under this article.

- a) A Rebate of 2% shall be payable to the DISCOM for the payments made within a period of seven clear working days of the presentation of hard copy of Bill along with required supporting documents at DISCOM office.
- b) Any payments made after seven clear working days of the date of presentation of hard copy of the Bill along with the required supporting documents at DISCOM office up to the Due Date shall be allowed a rebate of 1 %.
- c) For the above purpose, the date of presentation of Bill shall be the next Business Day of delivery of the physical copy of the Bill at DISCOM. .
- d) No Rebate shall be payable on the Bills raised on account of Change in Law relating to taxes, duties, cess etc. and on Supplementary Bill.

For the above purpose date of presentation of bill shall be the same day of delivery in hard copy. However, for consideration of rebate, next business day shall be considered.

10.4 Payment Security Mechanism

Letter of Credit (LC):

10.4.1 DISCOM shall provide to the RPG, 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 RPG in accordance with this Article.

10.4.2 Not later than one (1) Month before the start of supply, DISCOM through a scheduled bank open a Letter of Credit in favour of the RPG, 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 the estimated average monthly billing;
- ii) for each subsequent Contract Year, equal to the average of the monthly billing of the previous Contract Year.

10.4.3 Provided that the RPG shall not draw upon such Letter of Credit prior to 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, DISCOM shall restore such shortfall within fifteen (15) days.

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

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

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

10.4.8 If DISCOM fails to pay undisputed Monthly Bill or Supplementary Bill or a part thereof within and including the Due Date, then, subject to Article 10.4.6 & 10.5.2, the RPG may draw upon the Letter of Credit,

and accordingly the bank shall pay without any reference or instructions from DISCOM, 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 which has remained unpaid to RPG and;
- ii) a certificate from the RPG 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 DISCOM does not dispute a Monthly Bill or a Supplementary Bill raised by the RPG within fifteen (15) days of receiving such Bill shall be taken as conclusive.

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

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

10.5.3 If the RPG agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, the RPG 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 RPG 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 DISCOM 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 DISCOM under Article 10.5.4, authorized representative(s) or a director of the board of directors/ member of board of the DISCOM and RPG 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, DISCOM shall, without prejudice to its right to Dispute, be under an obligation to make payment of undisputed amount of the invoice amount 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 RPG and DISCOM shall jointly sign such reconciliation statement. Within fifteen (15) days of signing of a reconciliation statement, the RPG 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 RPG 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

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

10.7.2 DISCOM shall remit all amounts due under a Supplementary Bill raised by the RPG to the RPG's Designated Account by the Due Date, except open access charges, RLDC or scheduling charges and transmission charges (if applicable). For Supplementary Bill on account of adjustment required by energy account, Rebate as applicable to Monthly Bills pursuant to Article 10.3.5 shall equally apply. No surcharge will be applicable other than that on the monthly energy payment and associated debit and credit note.

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

ARTICLE 11: FORCE MAJEURE

11.1 Definitions

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

11.2 Affected Party

11.2.1 An affected Party means DISCOM or the RPG 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.

11.4 Force Majeure Exclusions

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

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

11.5 Notification of Force Majeure Event

11.5.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should

reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement.

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

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

11.6 Duty to Perform and Duty to Mitigate

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

11.7 Available Relief for a Force Majeure Event

11.7.1 Subject to this Article 11:

(a) no Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;

(b) every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations;

(c) For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.

(d) Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event.

ARTICLE 12: CHANGE IN LAW

12.1 Definitions

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

(i) the enactment of any new law; or

(ii) an amendment, modification or repeal of an existing law; or

(iii) the requirement to obtain a new consent, permit or license; or

(iv) any modification to the prevailing conditions prescribed for obtaining an consent, permit or license, not owing to any default of the RPG; or (v) any change in the rates of any Taxes including any duties and cess or Introduction of any new tax made applicable for setting up the power project and supply of power from the Power project by the RPG Which have a direct effect on the Project.

However, Change in Law shall not include (i) any change in taxes on corporate income or (ii) any change in any withholding tax on income or dividends distributed to the shareholders of the RPG, or (iii) any change on account of regulatory measures by the Appropriate Commission.

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

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

12.2 Relief for Change in Law

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

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

ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION

13.1 RPG 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 DISCOM of its obligations under this Agreement, shall constitute an RPG Event of Default:

(i) the failure to commence supply of power to DISCOM up to the Contracted Capacity, by the end of the period specified in Article 4, or failure to continue supply of Contracted Capacity to DISCOM after Commercial Operation Date throughout the term of this Agreement, or

If

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

(iii) the RPG repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from DISCOM in this regard; or

(iv) except where due to any DISCOM's failure to comply with its material obligations, the RPG is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the RPG within thirty (30) days of receipt of first notice in this regard given by DISCOM.

(v) occurrence of any other event which is specified in this Agreement to be a material breach/ default of the RPG.

(vi) except where due to any DISCOM's failure to comply with its material obligations, the RPG is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the RPG within thirty (30) days of receipt of first notice in this regard given by DISCOM..

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

(i) DISCOM 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 RPG is unable to recover the amount outstanding to the RPG through the Letter of Credit,

(ii) DISCOM repudiates this Agreement and does not rectify such breach even within a period of sixty (60) days from a notice from the RPG in this regard; or

(iii) except where due to any RPG's failure to comply with its obligations, DISCOM is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by DISCOM within sixty (60) days of receipt of notice in this regard from the RPG to DISCOM; or

If

- DISCOM 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 DISCOM, or
- DISCOM 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 DISCOM Event of Default, where such dissolution or liquidation of DISCOM or DISCOM 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 DISCOM and expressly assumes all obligations of DISCOM and is in a position to perform them; or;

(iv) Occurrence of any other event which is specified in this Agreement to be a material breach or default of DISCOM.

13.3 Procedure for cases of RPG Event of Default

13.3.1 Upon the occurrence and continuation of any RPG Event of Default under Article 13.1, DISCOM shall have the right to deliver to the RPG, with a copy to the representative of the lenders to the RPG with whom the RPG has executed the Financing Agreements, a notice stating its intention to terminate this Agreement (DISCOM 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 DISCOM 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 RPG Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, DISCOM may terminate this Agreement by giving a written Termination Notice of sixty (60) days to the RPG.

13.3.5 Subject to the terms of this Agreement, upon occurrence of a RPG Event of Default under this Agreement, the lenders in concurrence with the DISCOM, may exercise their rights, if any, under Financing Agreements, to seek substitution of the RPG by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the RPG and performing the obligations of the RPG. However, in the event the lenders are unable to substitute the defaulting RPG within the stipulated period, DISCOM may

terminate the PPA and may acquire the Project assets for an amount equivalent to 90% of the debt due or less as mutually agreed, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.

Provided that any substitution under this Agreement can only be made with the prior consent of DISCOM including the condition that the selectee meets the eligibility requirements of Request for Selection (RfS) issued by DISCOM and accepts the terms and conditions of this Agreement.

13.3.6 The lenders in concurrence with DISCOM, may seek to exercise right of substitution under Article 13.3.5 by an amendment or novation of the PPA in favour of the selectee. The RPG shall cooperate with DISCOM to carry out such substitution and shall have the duty and obligation to continue to operate the Power Project in accordance with this PPA till such time as the substitution is finalized. In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of Rs. 1 Lakh per MW +18% GST per transaction as facilitation fee (non-refundable) shall be deposited by the RPG to DISCOM.

13.3.7 In the event the lenders are unable to substitute the defaulting RPG within the stipulated period, DISCOM may terminate the PPA and may acquire the Project assets for an amount equivalent to 90% of the debt due, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.

13.4 Procedure for cases of DISCOM Event of Default

13.4.1 Upon the occurrence and continuation of any DISCOM Event of Default specified in Article 13.2, the RPG shall have the right to deliver to DISCOM, a RPG 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 RPG 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 DISCOM Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, DISCOM under intimation to RPG shall, subject to the prior consent of the RPG, 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 RPG, or if no offer of novation is made by DISCOM within the stipulated period, then the RPG may terminate the PPA and at its discretion require DISCOM to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due and 150% (one hundred and fifty per cent) of the adjusted equity or, (ii) pay to the RPG, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the RPG.

Provided further that at the end of three (3) months period from the period mentioned in this Article 13.4.4, this Agreement may be terminated by the RPG.

13.5 Termination due to Force Majeure

13.5.1 If the Force Majeure Event or its effects continue to be present beyond a period as specified in Article 4.4.2, either Party shall have the right to cause termination of the Agreement. In such an event this Agreement shall terminate on the date of such Termination Notice without any further liability to either Party from the date of such termination.

ARTICLE 14: LIABILITY AND INDEMNIFICATION

14.1 Indemnity

14.1.1 The RPG shall indemnify, defend and hold DISCOM harmless against:

a) any and all third party claims against DISCOM 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 RPG of any of its obligations under this Agreement; and

b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by DISCOM from third party claims arising by reason of a breach by the RPG of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the RPG, for which specific remedies have been provided for under this Agreement).

14.1.2 DISCOM shall indemnify, defend and hold the RPG harmless against:

a) any and all third party claims against the RPG, 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 DISCOM 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 RPG from third party claims arising by reason of a breach by DISCOM of any of its obligations.

14.2 Procedure for claiming Indemnity

14.2.1 Third party claims

a. Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 14.1.1(a) or 14.1.2(a), the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 14.1.1(a) or 14.1.2(a) in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice. Provided however that, if:

i) the Parties choose to refer the dispute before the Arbitrator in accordance with Article 16.3.2; and

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

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

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

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

14.3 Indemnifiable Losses

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

14.4 Limitation on Liability

14.4.1 Except as expressly provided in this Agreement, neither the RPG 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 DISCOM, the RPG or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

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

14.5 Duty to Mitigate

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

ARTICLE 15: ASSIGNMENTS AND CHARGES

15.1 Assignments

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

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

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

The enforcement of the rights and obligation between the RPG and the DISCOM provided in this Agreement shall not be treated as an assignment but an enforcement of the terms agreed under this Agreement.

Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included in this Agreement. An amount of Rs. 1 Lakh per Transaction as Facilitation Fee (non-refundable) shall be deposited by the RPG to DISCOM. Provided further that, such consent shall not be withheld by the RPG if DISCOM seeks to transfer to any affiliate all of its rights and obligations under this Agreement.

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

15.2 Permitted Charges

15.2.1 RPG 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 _____.

16.2 Amicable Settlement and Dispute Resolution

16.2.1 Amicable Settlement

i. Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement ("Dispute") by giving a written notice (Dispute Notice) to the other Party, which shall contain:

- (a) a description of the Dispute;
- (b) the grounds for such Dispute; and
- (c) all written material in support of its claim.

ii. The other Party shall, within thirty (30) days of issue of Dispute Notice issued under Article 16.2.1(i), furnish:

- (a) counter-claim and defences, if any, regarding the Dispute; and
- (b) all written material in support of its defences and counter-claim.

iii. Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 16

(i) if the other Party does not furnish any counter claim or defence under Article 16

(ii) or thirty (30) days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 16.2.1.

(iii) the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

16.3 Dispute Resolution

16.3.1 Dispute Resolution by the Appropriate Commission

i) Where any Dispute or differences arises in relation to this agreement of any nature whatsoever including the construction, interpretation or implementation of the provisions of this agreement as well as claim made by any Party for any change in or determination of the Tariff or any matter related to Tariff or claims made by any Party which partly or wholly relate to any change in the Tariff or determination of any of such claims could result in change in the Tariff, and relates to any matter agreed to be referred to the Appropriate Commission, shall be submitted to adjudication by the Appropriate Commission. Appeal against the decisions of the Appropriate Commission shall be made only as per the provisions of the Electricity Act, 2003, as amended from time to time.

ii) DISCOM shall be entitled to co-opt the lenders (if any) as a supporting party in such proceedings before the Appropriate Commission.

16.3.2 Dispute Resolution through Arbitration

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

16.4 Parties to Perform Obligations

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

ARTICLE 17: MISCELLANEOUS PROVISIONS

17.1 Amendment

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

17.2 Third Party Beneficiaries

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

17.3 Waiver

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

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

17.4 Confidentiality

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

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

17.5 Severability

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

17.6 Notices

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

17.6.2 If to the RPG, 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 DISCOM, 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 RPG shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the RPG, contractors or their employees that are required to be paid by the RPG 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 DISCOM shall be indemnified and held harmless by the RPG against any claims that may be made against DISCOM in relation to the matters set out in Article 17.9.1.

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

17.10 Independent Entity

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

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

construed to create any contractual relationship between any such employees, representatives or contractors and DISCOM.

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.

17.13 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 or the method of calculating the liquidated damages specified in this Agreement is a genuine and reasonable pre-estimate of the damages that may be suffered by the non-defaulting party in each case specified under this Agreement.

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

For and on behalf of [DISCOM]

For and on behalf of [RPG]

Name, Designation and Address

Name, Designation and Address

Signature with Seal

Signature with Seal

Witness

Witness

1.

1.

2.

2.

MODEL LEASE AGREEMENT

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

BETWEEN:

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

AND:

_____ (Name of Renewable Power Generator (RPG)) Represented by _____ (hereinafter referred to as the "**LESSEE**", which expression shall, wherever the context so requires or admits, SHALL mean and include its executors, administrators and assignees successors in interest).

- A. WHEREAS** the Lessor is the owner in possession of the Barren/ Agricultural land measuring ____ Bigha ____ Lessa ____ Dag No. ____ Patta No. situated at Village ____ Revenue Circle ____ Block ____ District ____ which is more fully described in the Schedule hereunder and hereinafter referred to as the Schedule property.

(Note: The legal revenue terms to be changes to those prevalent in the State)

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

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

(b) That pursuant to the request of the Lessee, the Lessor has submitted an application under Section _____ for the conversion of the land and on behalf of the Lessor/owner the _____ (Name of RPG) shall presume that the land is deemed to have been converted for non-agricultural purposes. (Clause to be modified as per State Policy for use of Agriculture land for generation of renewable power)

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

1. PURPOSE OF LEASE:

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

2. PERIOD OF THE LEASE

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

3. RENT

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

OR

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

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

OR

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

- (c) Lessor may opt for payment of lease rent directly from the Distribution company, which will sign Power Purchase Agreement with Lessee for the above-mentioned _Power Plant to be installed by Lessee. In such a case the Distribution company will pay the lease rent to Lessor on monthly basis from the proceeds payable to the Lessee in lieu of Power supplied by Lessee. In order to give this effect a suitable provision will be made in the PPA to be signed between Lessee and the Distribution Company.
- (d) [on mutual agreement between Lessor and Lessee] The rent hereby reserved shall be paid by enhancing the same at the end of every ____year(s), at ____% on the rent hereby agreed.
- (e) If the Lessee delays the payment of rent by due date of every month, for any reason, the same shall be paid by adding the interest at the rate ____% for the said delayed period.

4. GENERAL TERMS

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

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

- a) In the event of the owners transferring their rights/interest in any manner during the existence of the lease to any other person, the same may be allowed without affecting the rights of the Lessee under the Lease Agreement in any manner and the owners/purchasers/transferees shall inform the Lessee about the acquiring of the right/interest in respect of the leased property and on receipt of such information, the Lessee shall accept such new purchaser's/transferee's ownership of the land and obtain a written confirmation from such new owner/purchaser/transferee to the effect that he will be bound by the terms of the Lease Agreement
- b) In the event of the owners transferring their rights/interest to any other person, the same may be informed to the Lessee and the Lessor shall ascertain and obtain all the necessary documents from the transferee to the effect that the transferee will be bound by the terms and conditions of the Lease

Agreement for the balance period of the lease or for using the said documents for renewal of the lease for the balance period

- c) During the subsistence of the lease, the Lessor shall not carry any activity, in the Schedule property, other than those agreed in this agreement
- d) The change in the legal status of the Lessee shall not affect the terms and conditions of this Agreement
- e) The original Lease Agreement shall be with the Lessee and the copy of the same will be with the Lessor
- f) In the event of any dispute in respect of the land, the Lessee shall deposit the rent in the concerned civil court. In the event of retention of the rent with the Lessee, the Lessee shall be pay the same together with interest thereon at the rate __% for such period
- g) The Lessee shall not offer or create any charge or encumbrance by offering the same as by way of mortgage, security, etc. in favour of any Banks or financial institutions in respect of the loans or advances or any other financial facilities that may be availed by the Lessee
- h) The owners shall pay the land tax/revenue in respect of the lands

6. PAYMENT OF STAMP DUTY AND REGISTRATION CHARGES

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

7. FORCE MAJEURE

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

8. ADDRESSES FOR CORRESPONDENCE, ETC

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

LESSOR'S: _____

LESSEE'S: _____

9. LESSOR'S DUTIES, COVENANTS AND OBLIGATIONS

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

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

10. LESSEE'S COVENANT AND OBLIGATIONS

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

11. TERMINATION AND RE-ENTRY

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

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

12. VARIATION

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

13. ARBITRATION

- a) Any disputes or differences arising between the Parties hereto as to the effect, interpretation or application any of the clauses of this LEASE AGREEMENT or as to their rights, duties or liabilities thereunder, or as to any act, matter or thing arising out of, or consequent to, or in connection with this LEASE AGREEMENT shall be referred to and resolved by Arbitration by referring the same for arbitration to any retired District Judge and shall be resolved finally at his arbitration under Arbitration and Conciliation Act 1996 and its Amendments or any other Enactment. The Arbitration proceedings shall be held at _____ and shall be in English/ _____ Language.
- b) This LEASE AGREEMENT shall be governed by the laws of India. The Courts at ___ alone shall have the jurisdiction to entertain and or try any dispute arising out of or in connection with or in relation to the terms of this LEASE AGREEMENT.

IN WITNESS WHEREOF the parties hereto have executed these presents in the presence of the witnesses attesting hereunder on the day, month and year mentioned hereinabove.

LESSOR

LESSEE

WITNESSES:

- 1.
- 2.

FORMAT OF BID SECURITY
(To be executed on stamp paper of appropriate value)

B. G. No [.....] Dated: []

1. In consideration of you, Assam Power Distribution Company Limited, having its registered office at Bijulee Bhawan, Paltanbazar, Guwahati - 781001 (referred to as **APDCL**, which expression will unless it is repugnant to the subject or context thereof include its successors and assigns) having agreed to receive the EOI of **[insert name of SPG/Lead Member of the Consortium]** with its registered office at **[insert address]** (referred to as the Bidder, which expression will unless it be repugnant to the subject or context thereof include its successors and assigns), for the development of Grid-Connected Ground Mounted Solar Photovoltaic Project to be implemented in**[insert District]** in the state of Assam on "Build-Own-Operate" basis only for the procurement of solar power by APDCL for a period of 25 years from Project(s) of __ MW_{AC} capacity in **(insert 33/11 KV Substation)** of APDCL under Component A of PM –KUSUM Scheme (referred to as the Project) pursuant to the EOI, the PPA and other Bidding Document, we **[insert Name of the Scheduled Bank]** having our registered office at [.....] and one of its branches at [.....] (referred to as the Bank), at the request of the Bidder, do hereby in terms of the EOI, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the EOI by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to APDCL an amount of **INR** _____ **(Indian Rupees _____ only) (referred to as the Guarantee)** as our primary obligation without any proof or conditions, and without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder will fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Document.
2. Any such written demand made by APDCL stating that the Bidder has failed to fulfill and comply with the terms and conditions contained in the EOI will be final, conclusive and binding on the Bank. The Bank shall not require APDCL to justify the invocation of this Guarantee, nor shall the Bank have any recourse against APDCL in respect of any payment made hereunder.
3. We, the Bank, do hereby unconditionally undertake to, immediately and forthwith, pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other Person and irrespective of whether the claim of APDCL is disputed by the Bidder or not, merely on the first demand from APDCL stating that the amount claimed is due to APDCL by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Document, including but not limited to the following events:
 - a) if a Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice;
 - b) if, after the Proposal Due Date, a Bidder withdraws its EOI during the Bid validity period, as extended from time to time; and
 - c) fulfill any other condition precedent to the execution of the PPA; and
 - d) If, the information furnished by the bidder is found to be patently false or amounting to a material misrepresentation at any stage of bid process.

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

4. This Guarantee shall be irrevocable and remain in full force for a period of 150 (one hundred and fifty) days from the original Bid Due Date ("Expiry Period") and a claim period of thirty (30) days or for such end date of the Expiry Period ("Claim Period") or extended period as may be mutually agreed between APDCL and the Bidder, and agreed to by the Bank, and will continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that APDCL will be the sole judge to decide as to whether the Bidder has failed to fulfill or comply with the terms and conditions contained in the Bidding Document including, those events listed above. The decision of APDCL that the Bidder is in default as aforesaid will be final and binding on us, notwithstanding any differences between APDCL and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
6. The Guarantee will not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other Person.

7. In order to give full effect to this Guarantee, APDCL will be entitled to treat the Bank as the principal debtor.
8. The obligations of the Bank under this Guarantee are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Bidding Document or the Bid submitted by the Bidder.
9. The obligations of the Bank under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Bank from or prejudice or diminish its liability under this Guarantee, including (whether or not known to it, or APDCL):
 - a) any time or waiver granted to, or composition with, the Bidder or any other Person;
 - b) any incapacity or lack of powers, authority or legal personality of or dissolutions; or change in the Bidder, as the case may be;
 - c) any variation of the Bidding Document, so that references to the Bidding Document in this Guarantee shall include each such variation;
 - d) any unenforceability, illegality or invalidity of any obligation of the Bidder or APDCL under the Bidding Document or any unenforceability, illegality or invalidity of the obligations of the Bank under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or guarantee or security, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity; and
 - e) any extension, waiver, or amendment whatsoever which may release a guarantor or surety (other than the performance of any of the obligations of the Bidder under the Bidding Document).
10. Any notice by way of request, demand or otherwise will be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
11. We undertake to make the payment on receipt of your notice of claim on us addressed to **[insert name of Bank along with branch address]** and delivered at our above branch which will be deemed to have been duly authorized to receive the notice of claim.
12. It shall not be necessary for APDCL to proceed against the Bidder before proceeding against the Bank and the Guarantee will be enforceable against the Bank, notwithstanding any other security which APDCL may have obtained from the Bidder or any other Person and which will, at the time when proceedings are taken against the Bank, be outstanding or unrealized.
13. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of APDCL in writing.
14. The Bank represents and warrants that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
15. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR **[in figures and words]**. The Guarantee will remain in force until**(Indicate date falling 150 (one hundred and fifty) days after the original Bid Due Date)**. The Bank will be liable to pay the amount or any part of the Guarantee only if APDCL serves a written claim on the Bank in accordance with clause 11 of this Guarantee, on or before (indicate date falling thirty (30) days after the Expiry Period).
16. This Guarantee shall be interpreted in accordance with the laws of India and the courts at Guwahati shall have exclusive jurisdiction.
17. This Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Bank.
18. Capitalized terms used but not defined herein shall have the meanings given to them in the request for EoI No. [.....] dated [.....] issued by APDCL.

Signed and Delivered by.....Bank
By the hand of Mr./ Ms.....its... ..and authorized official.
(Signature of the authorized signatory of the Bank)

(Official Seal)

FORMAT FOR CONSORTIUM AGREEMENT

(To be executed on stamp paper of appropriate value. Foreign entities submitting Bid are required to follow the applicable law in their country)

We are submitting our Bid for a total capacity of _____ MW_{AC} against the _____ sub-stations in the State of Assam

THIS CONSORTIUM AGREEMENT is entered into on this [.....] Day of [] 2022

AMONG

1. [.....] with its registered office at [.....] (referred to as Lead Member which expression will, unless repugnant to the context include its successors and permitted assigns)
AND
2. [.....] with its registered office at [.....] (referred to as Other Member No. 1 which expression will, unless repugnant to the context include its successors and permitted assigns)
AND
3. [.....], with its registered office at [.....] (referred to as the Other Member No. 2 which expression will, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties namely Lead Member [.....], Other Member No. 1 [.....], and Other Member No. 2 [.....] are collectively referred to as the Parties and each is individually referred to as a Party.

WHEREAS

- A. Assam Power Distribution Company Limited (referred to as APDCL which expression will, unless repugnant to the context or meaning thereof, include its successors and assigns) has invited EoI (the EoI) by its Request for Proposal No. [.....] dated [.....] (the EoI no. [] dated []).
- B. The Parties are interested in jointly bidding for the Project as Members of a Consortium and in accordance with the terms and conditions of the EoI in respect of the Project.
- C. Bidders qualifying on the strength of a Consortium shall submit a legally enforceable Consortium Agreement in a format specified in this EoI, whereby the Members of the Consortium undertake to be liable for their respective equity investment commitment for the formation of an SPV and undertake to submit the performance bank guarantees as required as per the provisions of the EoI and Project Agreements, as specified herein.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations

In this Agreement, the capitalized terms will, unless the context otherwise requires, have the meaning ascribed thereto under the EoI.

2. Consortium

- 2.1. The Parties do hereby irrevocably constitute a consortium (the Consortium) for the purposes of jointly participating in the Bid Process.
- 2.2. The Parties hereby undertake to participate in the Bid Process only through this Consortium and not individually and or through any other consortium constituted for participating in the Bid Process, either directly or indirectly or through any of their Associates

2.3. We, the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that..... **(Insert name of the Lead Member)**, shall act as the Lead Member as defined in the EoI for self and agent for and on behalf of **(the names of all the other Members of the Consortium to be filled in here)**.

2.4. The Lead Member is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members of the Consortium.

2.5. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective equity obligations. Each Member of the Consortium 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 Consortium Agreement.

3. Incorporation of SPV

The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Project, it will incorporate a special purpose vehicle (**SPV**) under the Companies Act, 2013 for entering into the PPA with the relevant counterparty (ies) and for performing all its obligations in terms of the PPA for the Project.

4. Equity Contribution

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

Name	Percentage of equity holding
Lead Member*
Other Member No. 1
Other Member No. 2

Name	Percentage of equity holding
Total Equity	100%

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

In case of any breach of any of the equity holding as specified under clause 4 above by any of the Members of the Consortium, the Lead Member shall be liable for the consequences thereof.

5. Equity Lock – in

The Parties acknowledge that all the members of the Consortium shall subscribe and hold at least fifty one percent (51%) of the Paid-up Share Capital with voting rights of SPV and the Lead Member of the Consortium shall subscribe and hold at least twenty six percent (26%) of the Paid-up Share Capital with voting rights of SPV from the date of incorporation of the SPV until the expiry of First Contract Year

6. General

6.1. Except as specified in the Consortium 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.

6.2. It is further specifically agreed that the financial liability for equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments

- 6.3. This Consortium Agreement shall be construed and interpreted in accordance with the laws of India and courts at Guwahati alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
- 6.4. It is hereby agreed that the Lead Member shall furnish the Bid Security, as stipulated in the EoI, on behalf of the Consortium.
- 6.5. It is hereby agreed that the other member shall furnish the requisite documents to fulfill the technical compliance, as stipulated in the EoI on behalf of the consortium.
- 6.6. It is hereby agreed that in case of selection of the Consortium as the Successful Bidder, the Parties shall furnish the requisite performance bank guarantees under the PPA in favor of the counterparty (ies), as stipulated in the PPA. The Lead Member shall be responsible for ensuring the submission of the requisite performance bank guarantees on behalf of all the Members of the Consortium
- 6.7. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members of the Consortium respectively from time to time in response to the EoI for the purposes of the Bid.
- 6.8. It is agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the project as envisaged under the Bidding Document and Project Agreements.
- 6.9. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of APDCL.
- 6.10. This Consortium Agreement
- a. has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party;
 - b. sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof;
 - c. may not be amended or modified except in writing signed by each of the Parties and with prior written consent of APDCL:

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force in accordance with the PPA, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by APDCL to the Bidder, as the case may be

8. Miscellaneous

This Consortium Agreement shall be governed by laws of India

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of APDCL

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

SIGNED, SEALED AND DELIVERED
For and on behalf of

LEAD MEMBER by:

(Signature)
(Name) (Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of

THIRD PART

(Signature)
(Name)
(Designation)
(Address)

WITNESS

1
Signature
Name:
Designation:

2.
Signature
Name:
Designation

FORMAT FOR CERTIFICATE FROM “CHARTERED ACCOUNTANT” FOR FINANCIAL CAPACITY
(On the Letterhead of the “Statutory Auditor or Chartered AccountantF)

Date:

We have verified the relevant statutory and other records of M/s _____ [Name of the Single Business Entity/Consortium Member/Group Business Entity], and certify that the net worth is INR __ Crores (Indian Rupees __ Crores) or equivalent US\$ as on the last date of the Financial Year/ Calendar Year, as per the equivalent law in respective foreign countries.).

All figures are in Crore INR

Particulars	Financial Year or Calendar Year ending DD MMM YYYY (as applicable)
Aggregate value of the paid-up share capital <ul style="list-style-type: none"> Fully, compulsorily and mandatorily convertible Preference shares Fully, compulsorily and mandatorily convertible Debentures. 	[Insert the amount in Crore INR]
Add: All reserves created out of the profits and securities premium Account	[Insert the amount in Crore INR]
Subtract: Accumulated losses	[Insert the amount in Crore INR]
Subtract: Deferred expenditure	[Insert the amount in Crore INR]
Subtract: Miscellaneous expenditure not written off	[Insert the amount in Crore INR]
Net worth* as on the last date ending Financial Year/ Calendar Year, as per the equivalent law in respective foreign countries.	[Insert the amount in Crore INR]
Minimum Annual Turnover	[Insert the amount in Crore INR]
Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT)	[Insert the amount in Crore INR]

Note: * The above Net worth does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

This certificate highlighting the breakup of the net worth including the reference of the various notes in the annual accounts is being issued to be produced before Assam Power Distribution Company Limited for the[Eol name] as per Eol no. _____dated _____.

Signature and Seal of the
“Chartered Accountant” clearly indicating his/her
Membership number
Date