



EOI No.: TPCODL/P&S/1000000494/24-25/EOI

EXPRESSION OF INTEREST DOCUMENT

FOR

**SELECTION OF SOLAR POWER GENERATORS (SPG) FOR
SOLARISATION OF AGRICULTURAL FEEDERS IN ODISHA
UNDER PM-KUSUM (COMPONENT-C) IN RESCO MODE.**

EOI No.: TPCODL/P&S/1000000494/24-25/EOI

**TP Central Odisha Distribution Limited
1st Floor, Anuj Building, Plot No.29, Satya Nagar, Bhubaneswar,
Odisha 751007**



EOI No.: TPCODL/P&S/1000000494/24-25/EOI

1. INTRODUCTION

Ministry of New and Renewable Energy, Government of India (MNRE), GoI is implementing the PM-KUSUM scheme for economic upliftment of farmers. One of the sub-components under component C of the scheme is Feeder Level Solarisation (FLS) of agricultural pumps. The scheme envisages solarisation of separated agricultural feeders and feeders having major agricultural loads by connecting them to solar PV power plants of suitable capacities as assessed by the concerned DISCOMs.

The solar power plants will be installed by independent developer to be called as solar Power Generator (SPG) in Renewable Energy Service Company (RESCO) mode. The SPGs will be selected on the basis lowest tariff offered for supply of required solar power for a period of 25 years. The SPG will be given Central Financial assistance @30% of the estimated cost of installation of the solar power plant i.e. INR 1.05 Cr per MW (30% of INR 3.5 Cr/MW).

TPCODL has been authorised to select Solar Power Generators through EOI on behalf of all four Odisha DISCOMs namely, TPCODL, TPNODL, TPSODL and TPWODL.

The end to end responsibility of implementation of the projects including site survey, procurement of land close to the concerned 33/11KV PSS, procurement of all materials required for setting up the plant, installation, testing and commissioning of the plant, setting up of necessary grid interface, connecting the solar power plant to the feeder, installation of all recommended meters, protection devices etc. will solely rest with the SPG. While implementing the project, the SPG must adhere to the relevant grid code and all other statutory requirements in accordance with Electricity Act, OERC orders and other instructions issued by the DISCOMs/ GRIDCO/OPTCL from time to time.

2. IMPORTANT DATES AND CONTACT DETAILS

EOI Submission validity timeline	28.02.2025; 17:00 PM
Mode of Submission	E-mail with necessary attachment to be sent to Rupesh.Singh@tpcentralodisha.com and Ashok.Choudhury@tpcentralodisha.com before last date and time for EOI Submission
Contact Person	Name : Rupesh Kumar Singh Phone No : 9718716211 Email ID : rupesh.singh@tpcentralodisha.com Department : Demand Side Management, RE Cell



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3. PROCEDURE TO SHARE INTEREST

Following steps are to be followed before “Last date for EOI”:

Eligible and Interested Bidders to submit duly signed and stamped letter on Bidder's letter head indicating

Particulars	Details to be filled by Business Associate
Company Name / Individual Name	
Company Address / Individual Address	
Email Address	
Name of authorized person	
Phone Number	
Company GST No (If Applicable)	
MSME Industry Registration number (If Applicable)	

Kindly go through the complete Expression of Interest Document, consolidate all the required details with necessary attachment and Email it to Rupesh.Singh@tpcentralodisha.com and Ashok.Choudhury@tpcentralodisha.com before last date and time for EOI Submission.

4. EARNEST MONEY DEPOSIT

EMD Amount: 1 lakh INR (Including GST) per MW in proportion to the capacity applied by the Bidder.

* EMD is exempted for MSME Bidders registered in the State of Odisha, Individual Farmers/ Group of Farmers/ Cooperatives/ Panchayats/ FPO/ WUA setting up the Project on their own lands'. However, Bidder shall be barred to participate in the tendering process for a period of 2 years in case it backs out post award of the LOA.

“EMD” as applicable shall be submitted. The EMD shall be valid for 210 days from the due date of EOI submission in the form of BG / Bank Draft / Bankers Pay Order (issued from a Scheduled Bank) online NEFT/ RTGS transfer favoring ‘TP Central Odisha Distribution Limited’ payable at Bhubaneswar. The EMD has to be strictly in the format shared, failing which it shall not be accepted by TPCODL and the bid as submitted shall be liable for rejection.

TPCODL Bank Details for transferring EMD (in case of NEFT/RTGS) is as below:

Account Name: TP CENTRAL ODISHA DISTRIBUTION LIMITED

Bank Name: SBI, IDCO Towers, Bhubaneswar

Bank Account No. : 10835304915

IFSC Code: SBIN0007891



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The EMD in the form of Bank Draft / BG / Bankers Pay Order shall be delivered at the following address in sealed envelope clearly indicating the EOI reference / enquiry number, name of EOI and bidder name:

Chief (Procurement & Stores)

TP Central Odisha Distribution Limited 1st Floor,
Anuj Building, Plot No.29, Satya Nagar,
Bhubaneswar, Odisha 751007

5. SCOPE OF WORK

Selection of Solar Power Generators (SPG) for Solarisation of Agricultural Feeders in Odisha under PM-KUSUM (Component-C) in RESCO mode.

The bidder can only share its interest if they agree to all the Terms and Conditions of the tender, EOI and the Tender Discovered Levelised Tariff.

A Bidder can apply for multiple Projects for a substation.

The Bidder shall be solely responsible for the closure of the land, and in no case, DISCOMs, DISCOM, or any other authority is responsible for the closure of land. The Bidder shall be responsible for the complete implementation of the Project, as per the terms of the Bidding Documents. A Project may be implemented at various locations while injecting power into the concerned 33/11 kV substation only, for which the Bidder has submitted its EOI.

In view of the limited capacity available, projects shall be allotted to SPGs on a first-come- first serve basis. In case the bidder applies for a substation which has been already booked, then the bidder shall be queued as a waiting list bidder. In the event of cancellation/non-execution of the work by the allocated BA, work shall be re-allocated to next bidder in the queue.

All terms and conditions shall be as per Tender no. TPCODL/P&S/1000000494/23-24/Replies to Pre-Bid Queries / Acceptable Deviations / General Conditions of Contract for Service Orders and/or any written communication from TPCODL during the tendering process.

The Bidder is expected to examine the complete EOI Document. Failure to furnish all information or documentation required by the EOI Document may result in the rejection of the EOI.

6. CHECKLIST OF THE DOCUMENTS

S. No.	List of Undertakings	Copy of Documents Required	Attached (Yes/No)
1	Name of the Firm (if applicable)	Certificate of Incorporation	
2	Legal status of the Firm (Ltd/Pvt./Proprietary/ Partnership/LLP) (if applicable)	Company Registration Certificate	
3	GST Certificate of the Firm (if applicable)	GST Certificate	
4	PAN Card of the Firm (if applicable)	PAN Card	
5	Provident Fund number of the Firm (if applicable)	Provident Fund Certificate.	
6	Odisha based MSME Certificate of the Firm (if applicable)	MSME Certificate	
7	Covering Letter of Technical Bid	Duly Filled - Form 1	
8	Summary of the Technical Bid	Duly Filled - Form 2	
9	Power of Attorney	Duly Filled - Form 3	
10	Financial Qualification	Duly Filled - Form 4	
11	Compliance with the MNRE/ BIS technical standards	Duly Filled - Form 5	
12	Non Blacklisting Self-certificate	Duly Filled - Form 6	
13	No Deviation Certificate	Duly Filled - Form 8	
14	Quality Assurance	Duly Filled - Form 9	
15	EMD Details (if Applicable)	Original BG / Transaction Screenshot	
16	Acceptance to the Tender Document	Sign and Stamp of Acceptance Letter to Tender Terms and Conditions in their own Company Letter Head (For Individual Farmers/ Group of Farmers/ Cooperatives/ Panchayats/ FPO/ WUA setting up the Project on their own lands Only sign of Acceptance Letter is Required).	
17	Acceptance to the Tender Discovered Levelized tariff	Sign and Stamp of Acceptance Letter to Tender Discovered Levelized tariff in their own Company Letter Head (For Individual Farmers/ Group of Farmers/ Cooperatives/ Panchayats/ FPO/ WUA setting up the Project on their own lands Only sign of Acceptance Letter is Required).	



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S. No.	List of Undertakings	Copy of Documents Required	Attached (Yes/No)
18	Acceptance to the Tripartite Power Purchase Agreement	Sign and Stamp of Complete Tripartite Power Purchase Agreement (TPPA) Format. (For Individual Farmers/ Group of Farmers/ Cooperatives/ Panchayats/ FPO/ WUA setting up the Project on their own lands Only sign of Tripartite Power Purchase Agreement (TPPA) Format is Required).	
19	Acceptance to the Timelines for developing the Project	Sign and Stamp of Timelines for developing the Project in their own Company Letter Head (For Individual Farmers/ Group of Farmers/ Cooperatives/ Panchayats/ FPO/ WUA setting up the Project on their own lands Only sign of Timelines for developing the Project is Required).	
20	Details of land – Schedule Property	Duly Filled - Annexure 1: Details of Land	



NIT No.: TPCODL/P&S/1000000494/23-24

Request for Proposal (RFP) for Selection of Solar Power Generators (SPG) for Solarisation of Agricultural Feeders in Odisha under PM-KUSUM (Component-C) in RESCO mode.

Tender Enquiry No.: TPCODL/P&S/1000000494/23-24

Due Date for Bid Submission: 21.12.2023 [15:00 Hours]



**TP CENTRAL ODISHA
DISTRIBUTION LIMITED**

(A Joint Venture of Tata Power and Government of Odisha)

**TP Central Odisha Distribution Limited
1st Floor, Anuj Building, Plot No.29, Satya Nagar,
Bhubaneswar, Odisha 751007**

Telephone No.: 0674 2541575

E-mail: tpcodl@tpcentralodisha.com

Website: www.tpcentralodisha.com



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Procedure to Participate in Tender
Tender Enquiry No- TPCODL/P&S/1000000494/23-24

Tender Enquiry No.	Work Description	EMD* (Rs.)	Tender Fee** (Rs.)	Last Date for payment of Tender Fee
TPCODL/P&S/1000000494/23-24	Request for Proposal (RFP) for Selection of Solar Power Generators (SPG) for Solarisation of Agricultural Feeders in Odisha under PM-KUSUM (Component-C) in RESCO mode.	1 lakh INR (Incl'd GST) per MW in proportion to the capacity applied by the Bidder	5,000 (incl'd. GST)	08.12.2023

* EMD is exempted for MSME Bidders registered in the State of Odisha. However, MSME Bidder shall be barred to participate in the tendering process for a period of 2 years in case it backs out post award of the contract. MSME BAs needs to submit Bid Security Declaration.

** MSMEs registered in the State of Odisha shall pay tender fee of Rs. 1,000/- including GST.

Please note that corresponding details mentioned in this document will supersede any other details mentioned anywhere else in the Tender Document.

Procedure to Participate in Tender.

Following steps are to be followed before “Last date for Payment of Tender Fee”:

- Eligible and Interested Bidders to submit duly signed and stamped letter on Bidder's letter head indicating
 - Tender Enquiry number
 - Name of authorized person
 - Contact number
 - E-mail id
 - Details of submission of Tender Fee
 - GST Registration No
 - Details of submission of Tender Fee
 - MSME Certificate, wherever applicable
 - Details of Bank Account for refund of EMD
 - Postal Address for refund of EMD
- Non-Refundable Tender Fee, as indicated in table above, to be submitted in the form of Direct Deposit in the following bank account and submit the receipt along with a covering letter clearly indicating the Tender Reference/ Enquiry Number –

Beneficiary Name: TP Central Odisha Distribution Ltd.
Bank Name: STATE BANK OF INDIA
Branch Name: IDCO Towers, Bhubaneswar
Address: P.O. - Sahidnagar, Janapath, Bhubaneswar.
Branch Code: 7891
Account No: 10835304915



NIT No.: TPCODL/P&S/1000000494/23-24

IFSC Code: SBIN0007891

E-mail with necessary attachment of 1 and 2 above to be sent to arijeet.choudhury@tpcentralodisha.com and sony.jha@tpcentralodisha.com before last date and time for payment of Tender Fee.

Interested bidders to submit Tender Fee and Authorization Letter before Last date and time as indicated above, after which link from TPCODL E-Tender system (Ariba) will be shared for further communication and bid submission.

Please note that all future correspondence regarding the tender, bid submission, due date extension, Pre-bid query, etc. will take place through TPCODL E-Tender system (Ariba) only. User manual to guide the bidders to submit the bid through E-Tender system (Ariba) is enclosed.

All communication shall be held only with the bidders who have carried out the above steps to participate in the Tender.

It is to be noted that once date of "Last date and time for Payment of Tender Participation Fee" is lapsed, no Bidder will be sent link from TPCODL E-Tender System (Ariba). Without this link, bidder will not be able to participate in the tender. Any last moment request to participate in tender will not be considered.

Further, all future corrigendum to the said tender will be uploaded in the Tender section on website <https://www.tpcentralodisha.com>.

Contact Details:

Name : Arijeet Choudhury
Phone No : 9871432126
Email ID : arijeet.choudhury@tpcentralodisha.com
Department : Procurement

Name : Sony Jha
Phone No : 9204752050
Email ID : sony.jha@tpcentralodisha.com
Department : Procurement

Name : Ashok Choudhury
Phone No : 9861310407
Email ID : ashok.Choudhury@tpcentralodisha.com
Department : Renewables



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Mode of bidding: Open bidding

On behalf of all Odisha DISCOMS Tata Power Central Odisha Distribution Ltd (TPCODL) invites Request for Proposal (RFP) for Selection of Solar Power Generators (SPG) for Solarisation of Agricultural Feeders in Odisha under **PM-KUSUM (Component-C)** in RESCO mode.

Schedule of Events:

S. No.	Events	Schedule
(a)	Date of sale/ availability of tender documents from TPCODL Website	From 30.11.2023 onwards
(b)	Date by which Interested and Eligible Bidder to pay Tender Fee and confirm participation as mentioned in "Procedure to Participate in Tender"	08.12.2023
(c)	Last Date of receipt of pre-bid queries, if any	12.12.2023
(d)	Pre-Bid Meeting*	13.12.2023
(e)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	15.12.2023
(f)	Last date and time of receipt of Bids	21.12.2023; 15:00 Hours
(g)	Date & Time of opening technical bids & EMD (Envelope-1 & 2)	Participating Bidders will get mail intimation from TPCODL E-Tender system (Ariba) when their Technical Bids are opened.
(h)	Date & Time of opening of Price bid of qualified bidders	Bidders will get mail intimation from TPCODL E-tender system (Ariba) when their Price Bids are opened

The RFP providing requisite details about the bidding process shall be made available on the TPCODL's Website <https://www.tpcentralodisha.com/> on or before the due date mentioned above.

Note: TPCODL reserves all the right to annul the bidding process and invite fresh Bids without liability or obligation for such invitation and without assigning any reasons.



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Interpretations

1. Words comprising the singular shall include the plural & vice versa.
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. The table of contents and any headings or sub-headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.
6. Implementing Agency denotes the four DISCOMs of Odisha (i.e. TPCODL, TPNODL, TPSODL, and TPWODL) in their respective supply areas.



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Disclaimer

1. Though adequate care has been taken while preparing the RFP document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within fifteen (15) days from the date of notification of RFP/ Issue of the RFP document, it shall be considered that the RFP document is complete in all respects and has been received by the Bidder.

2. TPCODL reserves the right to modify, amend or supplement this RFP document.

3. While this RFP has been prepared in good faith, neither TPCODL nor their employees make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.

Place: _____

Date: _____

CONFIDENTIAL



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Notice inviting requests for proposals for Selection of Solar Power Generators (SPG) for Solarisation of Selected Agricultural/mixed Feeders in Odisha under PM-KUSUM (Component-C) Scheme on RESCO mode.

Ministry of New and Renewable Energy, Government of India (MNRE), GoI is implementing the PM-KUSUM scheme for economic upliftment of farmers. One of the sub-components under component C of the scheme is Feeder Level Solarisation (FLS) of agricultural pumps. The scheme envisages solarisation of separated agricultural feeders and feeders having major agricultural loads by connecting them to solar PV power plants of suitable capacities as assessed by the concerned DISCOMs.

The solar power plants will be installed by independent developer to be called as solar Power Generator (SPG) in Renewable Energy Service Company (RESCO) mode. The SPGs will be selected on the basis lowest tariff offered for supply of required solar power for a period of 25 years. The SPG will be given Central Financial assistance @30% of the estimated cost of installation of the solar power plant i.e. INR 1.05 Cr per MW (30% of INR 3.5 Cr/MW).

TPCODL has been authorised to select Solar Power Generators through invitation of RFS on behalf of all four Odisha DISCOMs namely, TPCODL, TPNODL, TPSODL and TPWODL.

TPCODL through the above process and also through the process of reverse bidding (if required) will determine the feeder/PSS- wise lowest tariff offered for supply of required solar power for a period of twenty five years and award the work of solarisation of the feeders/PSS to those developer(s) who offer the lowest tariff.

The end to end responsibility of implementation of the projects including site survey, procurement of land close to the concerned 33/11KV PSS, procurement of all materials required for setting up the plant, installation, testing and commissioning of the plant, setting up of necessary grid interface, connecting the solar power plant to the feeder, installation of all recommended meters, protection devices etc. will solely rest with the SPG. While implementing the project, the SPG must adhere to the relevant grid code and all other statutory requirements in accordance with Electricity Act, OERC orders and other instructions issued by the DISCOMs/ GRIDCO/OPTCL from time to time.

This RFS shall be governed by terms of sanction received from MNRE vide Order No 32/54/2018 dated 18.05.2022 and 05.08,2022 and subsequent amendments, if any.

For the implementation of above-mentioned work, Bidders should submit their bid proposal online, complete in all aspect, on or before the last date of Bid Submission as mentioned on the Bid Information Sheet.

Bidder shall submit bid proposal along with non-refundable bid processing fee and refundable Bid Bond as per the Bid Information Sheet. Techno-Commercial bids will be opened online as per the Bid Information Sheet in presence of authorized representatives of bidders who wish to be present online. Bid proposals received without the prescribed bid processing fees and Bid Bond shall automatically be rejected. In the event of any date mentioned in bid information is declared a



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Holiday, the next working day shall become operative for the respective purpose mentioned herein.

Bid documents, which included eligibility conditions, technical specifications, various conditions of contract, formats etc. can be downloaded from <https://www.tpcentralodisha.com/>. Only the documents submitted at the time of Bid Submission shall be used for evaluation purpose. Bidders are advised to ensure that all supporting documents are submitted at the time of Bid Submission only, as no further clarification/amendments would be entertained in this regard on a later date. Bidders are also encouraged to familiarize themselves with the MNRE scheme available at mnre.nic.in for a clear understanding of the work and efficient execution of the same. **RFP No. – TPCODL/P&S/1000000494/23-24**

Any amendment(s)/ corrigendum/ clarifications with respect to this Bid shall be uploaded on above website.

This bidding in RESCO mode is being carried out for installation of solar power plants of appropriate capacities for solarisation of identified agricultural/mixed feeders. The DISCOM wise/PSS wise list of agricultural /mixed feeders indicating the required capacity of solar power plant for each PSS has been given in Annexure

Note:

1. The bidders are required to bid separately for each individual PSS for the capacity in kW shown against each.
2. The final allocation will be decided based on the least tariff offered by technically qualified bidders in direct bidding/reverse bidding as the case may be. 3. The DISCOMs reserves the right.
3. In case of non-performance by any of the select SPG, the DISCOMs will have the right reallocate the projects to other performing SPG at the lowest discovered tariff only subject to willingness of the new allottee to complete the project as per the given time schedule.

In such case the performance bank guarantees deposited by the SPG who denies/fails to perform the work shall be revoked and also other punitive measures as mentioned in the tender shall be taken against the said SPG.



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Exhibit

Definitions

The following definition and abbreviation shall have the meanings hereby assigned to them, as mentioned under the description herewith:

Definitions and abbreviation	:	Description
AC	:	shall mean Alternating Current
Addendum	:	shall have the meaning ascribed to it in ITB Clause 1.2.3.3
Affiliate	:	shall mean a company that, directly or indirectly, • controls, or • is controlled by, or • is under common control with, a company developing a Project or a Member in a Consortium/ JV developing a Project; and control means ownership by one company of at least 50% (fifty percent) of the voting rights of the other company
Aggregate Capacity	:	shall mean the sum of all capacities received from the Bidders at a specific agricultural feeder
Applicable Law	:	shall mean all laws, bye-laws, statutes, treaties, ordinances, rules, policies, regulations applicable in India and the state of Odisha along with amendments, re-enactments, revisions, applications and adaptations thereto made from time to time and in force and effect, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, notifications, guidelines, circulars, orders and interpretations of any Government orders, court or statutory or other body having jurisdiction over the performance of the Scope of Work including applicable permits, as may be in effect at the time of performance of the Scope of Work, provided, however, that if at any time the Applicable Laws are less stringent than the standards set forth in the RFP hereto, the standard set forth in this RFP here to, shall be deemed to be the standards under Applicable Laws
DISCOM	:	shall mean the DISCOM having the substation located within its jurisdiction and the name of the DISCOMs in Odisha are given below: • Tata Power Central Odisha Distribution Limited (TPCODL) • Tata Power Western Odisha Distribution Limited (TPWODL) • Tata Power Southern Odisha Distribution Limited (TPSODL) • Tata Power Northern Odisha Distribution Limited (TPNODL)
Authorized Signatory	:	shall mean the authorized signatory of the Bidder as per the power of attorney and Board Resolution issued by the Bidder
BDS	:	shall mean Bid Data Sheet
Bid	:	shall have the meaning ascribed to it in ITB Clause 1.3.3.1
Bidder	:	Shall mean the 'Prospective Solar Power Generator (SPG)' who wishes to set up a solar power plant of indicated capacity on her/his land (Own/taken on lease) within 5 km radius of the identified 33/11KV substation and sell the generated power to GRIDCO/Odisha DISCOMs at Tariffs discovered through this tender.
Clarification	:	shall have the meaning ascribed to it in ITB Clause 1.2.3
"COD" or "Commercial Operation Date"	:	shall mean actual commercial operation date of the Project
Coercive Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
Collusive Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
Consortium/ Joint Venture (JV)	:	shall mean a group of two (2) or more Entities who will submit their Bid under this RFP



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Corrigendum	:	shall have the meaning ascribed to it in ITB Clause 1.2.3.2
Corrupt Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
Day	:	shall mean the calendar day
DC	:	shall mean Direct Current
Definitions and abbreviation	:	Description
DCB	:	shall mean Domestic Competitive Bidding
Developer	:	shall mean • company registered under The Indian Companies Act, 1956/ 2013; or • partnership firm registered under The Indian Partnership Act, 1932; or • sole proprietorship firm under the relevant laws in India; setting up the Project on the lands either owned or taken on lease by them
DSC	:	shall mean Digital Signature Certificate
Effective Date	:	shall mean the effective date as mentioned in the PPA
Entity	:	shall mean the entity incorporated under the relevant acts in India (as applicable) and can be either a company or a partnership firm or a sole proprietorship firm or Individual Farmers or Group of Farmers or Cooperatives or Panchayats or FPO or WUA
Equipment	:	shall mean the solar photovoltaic modules, inverters, transformers, transmission lines, etc. used in developing the Project
Fraudulent Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
Government	:	shall mean Government of India or Government of Odisha, as applicable
Group company	:	shall mean (i) a company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the company or; (ii) a company in which the company, directly or indirectly, holds 10% (ten percent) or more of the share capital of such company or; (iii) a company in which the company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise or; (iv) a company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the company whether through the ownership of securities or agreement or any other arrangement or otherwise or; (v) a company which is under common control with the company, and control means ownership by one company of at least 10% (ten percent) of the share capital of the other company or power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise.; Provided that a financial institution, scheduled bank, foreign institutional investor, non-banking financial company, and any mutual fund shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a company shall not be considered for the purposes of this definition unless it is the SPG developing the Project



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Definitions and abbreviation	:	Description
INR	:	shall mean Indian Rupees
Integrity Violation	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
ITB	:	shall mean Instructions to Bidders
kW	:	shall mean kilo Watt in AC terms
kWp	:	shall mean kilo Watt peak in DC terms
Lead Member	:	shall mean the lead member of the Consortium/ JV, who has more than fifty percent (50%) subscribed and paid-up equity share capital of the Consortium/ JV at all times until the first year of operation from COD and is designated as the lead member of the Consortium/ JV by the Other Members of the Consortium/ JV to represent them in the Bid, as per the terms of the RFP
Letter of Award or LoA	:	shall have the meaning ascribed to it in ITB Clause 1.6.2.1
LLA	:	shall mean the Model Land Lease Agreement
Month	:	shall mean a calendar month
NIT	:	shall mean Notice Inviting Tender
Notified Capacity	:	shall mean the notified capacity as mentioned in Annexure Clause 5.7
Obstructive Practice	:	shall have the meaning ascribed to it in ITB Clause 1.1.2
TPCODL	:	shall mean Tata Power Central Odisha Distribution Limited
TPCODL Website	:	www.tpcentralodisha.com
TPCODL's Office Address	:	1st Floor, Anuj Building, Plot No.29, Satya Nagar, Bhubaneswar, Odisha 751007
TPCODL's Official Email Id	:	tpcodl@tpcentralodisha.com
Other Members	:	shall mean the other member(s) of the Consortium/ JV, who have less than fifty percent (50%) subscribed and paid-up equity share capital of the Consortium/ JV at all times until the first year of operation from COD and is designated as Other Members of the Consortium/ JV that will support the Lead Member of the Consortium/ JV to represent them in the Bid
Parent	:	shall mean a company, which holds not less fifty-one percent (51%) equity either directly or indirectly in the SPG developing the Project
PKI	:	shall mean Public Key Infrastructure
PPA	:	shall mean a Power Purchase Agreement and shall have the meaning ascribed to it in ITB Clause 1.6 and enclosed in Annexure Clause 5.3.1
Project	:	shall mean the solar photovoltaic power project to be developed by the SPG, including the transmission infrastructure injecting power to the concerned substation of the DISCOM
Project Site	:	shall mean the land on which the SPG will develop the Project
PSS	:	Shall mean primary sub-station
Prudent Utility Practices	:	shall mean those practices, methods, acts, equipment specifications, techniques and standards of safety and performance, as may be followed or employed in the performance of the Scope of Work and discharge of the obligations of the Successful Bidder and which (a) are generally accepted internationally for use in the solar power generation industry, taking into account conditions in India and specific to India/ Odisha (as applicable), and includes the exercise of that degree of professional skill, diligence and judgment that would ordinarily be expected from a skilled and experienced Successful Bidder in connection with power stations of the same or similar size and type as the project, (b) are commonly used in prudent electric utility engineering, project management and operations, and (c) would be expected to result in performance of the Scope of Work in a manner consistent with Applicable Laws, reliability, health and safety of workers and community, environmental protection, economy and expediency;
PV	:	shall mean Photo Voltaic
QR	:	shall mean Qualification Requirement
RFP	:	shall mean Request for Proposal
Schedule of Events	:	shall have the meaning ascribed to it in the NIT
SOW	:	shall mean the Scope of Work



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Definitions and abbreviation	:	Description
Solar Power Generator or SPG	:	shall mean the Successful Bidder signing the PPA with GRIDCO/Odisha DISCOMs
Successful Bidder	:	shall mean the Bidder to whom TPCODL will issue the LoA
Tax	:	shall mean all taxes and duties pursuant to any Applicable Laws (whether currently in force or coming into force on or after the last date for submission of online Bid), including, all goods and services tax, tax on the sale of goods (which includes but is not limited to customs duty, anti-dumping duty, basic customs duty, safeguard duty and import duties), duties, but not including income tax, corporation profits tax, capital gains tax and other amounts corresponding thereto and interest, penalty or any other levy applicable on the income, profits, fringe benefits, personal taxes on salaries earned by employees and further includes any interest, surcharge, penalty or fine in connection therewith which may be payable by either Party on such transaction, property, matter mentioned above
Ultimate Parent	:	shall mean a company, which owns not less than fifty-one percent (51%) equity either directly or indirectly in the Parent and Affiliates
UTR	:	shall mean Unique Transaction Reference number
Year	:	shall mean the calendar year

Interpretation

In the Bidding Document, except where the context requires otherwise:

- 1.1.1. words indicating one gender include all genders;
- 1.1.2. words indicating the singular also include the plural, and words indicating the plural also include the singular;
- 1.1.3. provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
- 1.1.4. “written” or “in writing” means hand-written, type-written, printed, or electronically made, and resulting in a permanent record; and
- 1.1.5. The marginal words and other headings shall not be taken into consideration in the interpretation of these conditions.

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1. Instruction to Bidders (ITB)

Section 1 (ITB) provides a general overview and contents of RFP along with the preparation, submission, opening, evaluation, comparison of Bids, issuance of letter of intent, and execution of Power Purchase Agreement (PPA), etc. Section 1 (ITB) shall be read in conjunction with Section 2 (BDS) and other provisions listed therein, shall be a complete document expressing all terms and conditions. In case of any interpretation issues, Section 2 (BDS), including any associated Addendum, Corrigendum, and Clarification, will supersede Section 1 (ITB).

1.1. General

1.1.1. Scope of RFP

- 1.1.1.1. In connection with the NIT, TPCODL issues this RFP containing all the terms and conditions mentioned herein.
- 1.1.1.2. The RFP, along with the NIT and any Addendum, Corrigendum, and Clarification, to be issued from time to time, shall be collectively termed as the Bidding Document. In addition, TPCODL has enclosed the Power Purchase Agreement (PPA) as an integral part of this RFP. Such a Bidding Document shall be published on the E-Tender system (Ariba) as well as the respective official Websites of all Odisha DISCOMs for viewing purpose only.
- 1.1.1.3. The detailed SOW, including the associated NIT no., RFP No. and other details, are specified in Section 2 (BDS).

1.1.2. Integrity Violation

- 1.1.2.1. The Bidder observes the highest standard of ethics all the time.
- 1.1.2.2. TPCODL defines, for the purposes of this provision, the terms set forth below as follows:
 - a) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another Party;
 - b) "Fraudulent Practice" means any act or omission including a misrepresentation that knowingly or recklessly misleads or attempts to mislead a Party to obtain a financial or other benefit or to avoid an obligation;
 - c) "Coercive Practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any Party or the property of a Party to influence improperly the actions of the other Party;
 - d) "Collusive Practice" means an arrangement between two or more Parties designed to achieve an improper purpose, including influencing the actions of other Party improperly;
 - e) "Obstructive Practice" means
 - i. deliberately destroying, falsifying, altering, or concealing of evidence material to TPCODL's investigation;
 - ii. making false statements to investigators to materially impede TPCODL's investigation;
 - iii. failing to comply with requests to provide information, documents, or records in connection with TPCODL's investigation;
 - iv. threatening, harassing, or intimidating any Party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or



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- v. materially impeding TPCODL's contractual rights of audit or access to information;
 - f) "Integrity Violation" is an act which violates TPCODL's policies, including (a) to (e) given above in the ITB Clause 1.1.2.2 and the following abuse, conflict of interest, retaliation against whistleblowers or witnesses, and other violations of TPCODL's policies, including failure to adhere to the highest ethical standard.
- 1.1.2.3. TPCODL will reject a Bid if it determines that the Bidder has, directly or indirectly through an agent, engaged in Integrity Violation including but limited to any Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice, and Obstructive Practice;
- 1.1.2.4. TPCODL will impose remedial actions on any Bidder or an individual, at any time, in accordance with its policies and guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in TPCODL-managed, -administered, or -supported activities or to benefit from an TPCODL-managed, -administered, or -supported, financially or otherwise, if it at any time determines that the Bidder or individual has, directly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice, Obstructive Practice or Integrity Violation; and
- 1.1.2.5. TPCODL will have the right to inspect the accounts, records, other documents, etc., of the Bidders and relating to the Bid submission and to have them audited at any point in time.

1.2. Contents of the RFP

1.2.1. Sections of the RFP

- 1.2.1.1. The RFP consists of the following Sections as indicated below and should be read in conjunction with the NIT and any Addendum, Corrigendum and Clarification.
- a) Exhibits
 - i. Definitions
 - ii. Interpretations
 - b) Section 1 – Instructions to Bidders (ITB)
 - c) Section 2 – Bid Data Sheet (BDS)
 - d) Section 3 – Scope of Work (SOW)
 - e) Section 4 – Qualification Requirement (QR)
 - f) Section 5 – Annexure
- 1.2.1.2. TPCODL is not responsible for the completeness of the Bidding Document if they were not obtained directly from the E-Tender system (ARIBA).
- 1.2.1.3. The Bidder is expected to examine the complete Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

1.2.2. Clarification on RFP, Site Visit, and Pre-Bid Meeting

- 1.2.2.1. A prospective Bidder requiring any clarification on the RFP shall contact at TPCODL's Office Address or write to TPCODL's Official Email Id, before the pre-bid meeting, in accordance with ITB Clause 1.2.2.2. The queries shall be raised as per the format provided in Annexure Clause 5.4.
- 1.2.2.2. The pre-bid meeting shall be conducted in the manner specified in Section 2 (BDS). The Bidder's designated representative may attend the pre-bid meeting. The purpose of the pre-bid meeting is to clarify issues and prepare Clarification against the queries received from the Bidders on any matter that may be raised at that stage. TPCODL may respond to any query for providing Clarification in writing, provided that such queries are received as per the timelines given in the NIT and any Corrigendum.

- 1.2.2.3. The Clarification against the queries raised, without identifying the source of the prospective Bidder, may be uploaded on the E-Tender system (ARIBA) and TPCODL Website. Any modification to the RFP shall be made by TPCODL exclusively through the issue of an Addendum.
- 1.2.2.4. Non-attendance at the pre-bid meeting will not be a cause for the disqualification of a Bidder.
- 1.2.2.5. The Bidders, in their own interest, are advised to visit and examine the Project Site(s) and its surroundings to obtain all information necessary for the preparation of the Bids. All expenses for such site visits shall have to be borne by the bidders themselves.
- 1.2.2.6. The Bidder and any of its personnel and/ or agents will be granted permission by Odisha DISCOMs to visit the concerned 33/11kV substation, if applicable, but only upon the express condition that the Bidder, its personnel, and/ or agents will release and indemnify TPCODL and its personnel, agents, etc. from and against any liability in respect thereof, and the Bidder shall be responsible for any death or personal injury, loss of or damage to property, and any other loss, damage, costs, expenses, etc. incurred as a result of the inspection during the visit to the Project Site.

1.2.3. Addendum, Corrigendum, and Clarification to the RFP

- 1.2.3.1. At any time, prior to the deadline for submission of Bids, TPCODL may issue an Addendum, Corrigendum, and Clarification.
- 1.2.3.2. TPCODL may, at its discretion, extend the deadline for the submission of Bids by issuing a Corrigendum to give prospective Bidders reasonable time in preparing their Bids. At any point in time, the latest Corrigendum will supersede the Schedule of Events mentioned in the NIT or any previously issued Corrigendum.
- 1.2.3.3. TPCODL may, at its discretion, modify or change any specific provisions of terms and conditions of the RFP or any Addendum issued previously by issuing an Addendum for such specific provisions. At any point in time, the provisions provided against a specific Clause in the latest Addendum shall supersede such provisions already provided in the RFP or any previously issued Addendum.

1.3. Preparation of Bids

1.3.1. Cost for preparation of Bid

- 1.3.1.1. The Bidder shall bear all the costs associated with the preparation and submission of the Bid, TPCODL shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.3.2. Language of Bid

- 1.3.2.1. The Bid and all correspondence and documents for any communications exchanged by the Bidder and TPCODL shall be written in the English language only.
- 1.3.2.2. Any supporting documents and printed literature that are part of the Bid may be submitted in another language provided they are accompanied by an accurate translation of the relevant passages in the English language only, in which case, for purposes of interpretation of the Bid, such English translation shall govern. In case of any misrepresentations in the English language vis-à-vis another language, TPCODL, at its discretion, can reject the Bid submitted by the Bidder on the ground of misrepresentation of the information.

1.3.3. Documents comprising the Bid

- 1.3.3.1. The Bid shall comprise the Technical Bid and Price Bid. The Technical Bid and Price Bid shall be submitted online pursuant to ITB Clause 1.3.3.2 and ITB Clause 1.3.3.4, respectively, as per all the Bidding Document's terms and conditions. In addition, the select original hard copies of the Technical Bid shall be submitted pursuant to ITB Clause 1.3.3.3 at TPCODL's Office Address.

1.3.3.2. The online submission of the Technical Bid shall comprise the following:

Bid Form	Particulars
Bid Form 1 (Covering Letter of Technical Bid)	Copy of the “Covering Letter of Technical Bid” duly signed by the Authorized Signatory and stamped by the Bidder to unconditionally accept all terms of the Bidding Document. In case of a Consortium/ JV, the Lead Member shall submit this Bid Form. This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 1 of Section 7 (Annexure).
Bid Form 2 (Summary of the Technical Bid)	Copy of the “Summary of the Technical Bid” duly signed by the Authorized Signatory and stamped by the Bidder along with the required attachments as given therein. In case of a Consortium/ JV, the Lead Member shall submit this Bid Form. This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 2 of Section 7 (Annexure).
Bid Form 3 (Power of Attorney)	Copy of the “Power of Attorney” issued in the name of the Authorized Signatory of the Bidder supported by the required Board Resolution for submitting the Bid on behalf of the Bidder. In case of a Consortium/ JV, all the members of the Consortium/ JV shall submit their Power of Attorney issued by their respective Companies. This is a mandatory submission for all the Bidders, except a Bidder participating as an Individual Farmer and Group of Farmers, and shall be submitted as per the requirements given in Bid Form 3 of Section 7 (Annexure). The Individual Farmer and Group of Farmers shall provide the copy of the PAN under Bid Form 3 as an alternative to the Power of Attorney.
Bid Form 4 (Financial Qualification)	Copy of the “Financial Qualification” certificate duly signed and stamped by a chartered accountant citing the Bidder’s financial qualification as given in QR Clause 4.3. In case of a Consortium/ JV, the Lead Member shall submit this Bid Form. This is a mandatory submission for the Bidder participating as a Developer only and shall be submitted as per the requirements given in Bid Form 4 of Section 7 (Annexure).
Bid Form 5 (Compliance with the MNRE technical standards)	Copy of the declaration for the “Compliance with the MNRE technical standards” for the Equipment as mentioned in QR Clause 4.2.1. In case of a Consortium/ JV, the Lead Member shall submit this Bid Form. This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 5 of Section 7 (Annexure).
Bid Form 6 (Self-certificate)	Copy of the declaration of the “Self-certificate” duly signed by the Authorized Signatory and stamped by the Bidder to declare that it has not been debarred/ blacklisted/ defaulted by any Government, agency,

Bid Form	Particulars
	Public Sector Undertaking (PSU), institution/ autonomous organizations in the past. In case of any such events, the Bidder shall provide the case details and its current status in the format therein as given in QR Clause 4.1.2. In case of a Consortium/ JV, all the members of the Consortium/ JV shall submit this Bid Form. This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 6 of Section 7 (Annexure).
Bid Form 8 (No Deviation Certificate)	Copy of the "No Deviation Certificate" duly signed by the Authorized Signatory and stamped by the Bidder stating that the Bidder has not taken any deviation in the Bidding Document. In case of a Consortium/ JV, the Lead Member shall submit this Bid Form. This is a mandatory submission for all the Bidders and shall be submitted as per the requirements given in Bid Form 8 of Section 7 (Annexure).
Bid Form 9 (Quality Assurance)	Copy of the declaration of "Quality Assurance" of the Bidder as given in QR Clause 4.2.2. In case of a Consortium/ JV, the Lead Member shall submit this Bid Form. This is a mandatory submission for the Bidder participating as a Developer only and shall be submitted as per the requirements given in Bid Form 9 of Section 7 (Annexure).

1.3.3.3. The online submission of the Price Bid shall comprise the following :

Bid Form	Particulars
Bid Form 10 (Price Bid)	Copy of the "Price Bid" duly filled by the Bidder as per the Microsoft excel based format. In case of a Consortium/ JV, the Lead Member shall submit this Bid Form. This is a mandatory submission and shall be submitted in Microsoft Excel (xls. or .xlsx) format only as per the sample format given in Bid Form 10 of Section 7 (Annexure).

1.3.3.4. For online submission of the Technical Bid and Price Bid, the Bidder shall submit each Bid Form as a separate copy and name the Bid Form as given under the column "Bid Form" given in ITB Clause 1.3.3.2 and ITB Clause 1.3.3.4. **For example, the name of the online copy while uploading Form 1 shall be "Bid Form 1 (Covering Letter of Technical Bid)"** to be submitted either in .pdf or .jpg, or .jpeg format.

1.3.3.5. The Bid Forms must be submitted without any alterations to the text, and no substitutes shall be accepted in whatsoever condition, else the Bids shall be liable for rejection.

1.3.3.6. In case a submission is a mandatory submission as per all terms of the Bidding Document, then the Bidder shall adhere to the same, else the Bids shall be liable for rejection.



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1.3.4. Bid Prices

1.3.4.1. The bidders are required to quote only the levelised tariff in Rs/kWh for a period of 25 years for any select PSS from the list of PSSs provided in this RfS document. A bidder is allowed to quote the tariff for any number of PSS if the aggregate capacity of solar power plants is in commensuration with the financial capability exhibited by the bidder.

1.3.5. Currencies of Bid and Payment

1.3.5.1. The Price Bid shall be quoted by the Bidder entirely in the currency "Indian Rupees" or "INR".

1.3.6. Period of Validity of Bids

1.3.6.1. Bids shall remain valid for the time period specified in Section 2 (BDS) from the last date of Bid submission as prescribed in the NIT or its subsequent Corrigendum. A Bid valid for a shorter period than the above shall be liable for rejection.

1.3.6.2. In exceptional circumstances, prior to the expiration of the Bid validity period, TPCODL may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 1.3.7, it shall also be extended suitably beyond the deadline of the extended validity period on a mutual basis beyond the initial validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

1.3.7. Bid Security

1.3.7.1. The Bidder shall furnish Bid Security as per the Bid Form 2 pursuant to ITB Clause 1.3.3.2.

1.3.7.2. Unless otherwise specified in Section 2 (BDS), any Bid not accompanied by a fully compliant Bid Security in case one is required in accordance with ITB Clause 1.3.7.1 shall be liable for rejection by TPCODL as a non-responsive Bid.

1.3.7.3. If a Bid Security is specified pursuant to ITB Clause 1.3.7.1, the Bid Security of unsuccessful Bidders may be returned within a time period of sixty (60) Days upon the Successful Bidder submitting the required Performance Security pursuant to ITB Clause 1.6.2.4.

1.3.7.4. If a Bid Security is specified pursuant to ITB Clause 1.3.7.1, the Bid Security of the Successful Bidder may be returned within a time period of sixty (60) Days upon the Successful Bidder submitting the required Performance Security pursuant to ITB Clause 1.6.2.4.

1.3.7.5. The Bid Security received against the previous RFPs shall not be adjusted towards the Bid Security to be submitted against this RFP.

1.3.7.6. The Bid Security shall be forfeited,

- a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the respective Covering Letters of Technical Bid and Price Bid; or
- b) if the Successful Bidder fails to
 - i. sign the PPA pursuant to ITB Clause 1.6;
 - ii. furnish the Performance Security pursuant to ITB Clause 1.6.2.4; or
 - iii. accept the arithmetical correction of its Price Bid pursuant to ITB Clause 1.5.6.

1.3.8. Format and Signing of Bid

1.3.8.1. The Bid Form as given in ITB Clause 1.3.3 or any electronic form, if any and as available on the E-Tender system (ARIBA), for the Technical Bid and the Price Bid shall be duly filled and scanned copies or Microsoft .xls or .xlsx or electronic form as available on the E-Tender system (ARIBA) shall be duly uploaded as per the instructions mentioned in ITB Clause 1.4.1.1, unless a specific instruction provided therein in the Bidding Document.

1.3.8.2. The original documents of the Bid shall be typed or written in indelible ink and shall be signed by the Authorized Signatory supported by the seal of the Bidder. In case the original documents are

issued by any third party (for example - the chartered accountant, etc.) then the same shall be signed by a person duly authorized to sign on behalf of the third party supported by the seal of the third party along with other details as required.

1.3.8.3. The name and position held by each person signing or accepting the authorization must be typed or printed below the signature.

1.3.8.4. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

1.4. Submission and Opening of Bids

1.4.1. Sealing and Marking of Bids

1.4.1.1. The Technical Bid and Price Bid shall be submitted as per the procedures mentioned in Section 2 (BDS).

1.4.2. Deadline for submission of Bids

1.4.2.1. The Bids must be submitted online to TPCODL through E-Tender system (ARIBA) only and no later than the date and time indicated in the NIT or any Corrigendum.

1.4.2.2. TPCODL may, at its discretion, extend the deadline for the submission of Bids through the publication of a Corrigendum in accordance with ITB Clause 1.2.3.2, in which case all rights and obligations of TPCODL and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

1.4.3. Late Bids

1.4.3.1. TPCODL shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 1.4.2. Any Bid (either online or offline) received by TPCODL after the deadline for submission of Bids shall be declared as a late Bid. Such late Bids shall be liable for rejection online, and the online copy of the Bid uploaded on the E-Tender system (ARIBA) shall be sent unopened to "Archive" and shall not be considered at all any further for evaluation. In such a case, the hardcopies in the original form shall be returned unopened to the Bidder.

1.4.4. Withdrawal, Substitution and Modification of Bids

1.4.4.1. A Bidder may withdraw, substitute, or modify its Technical Bid or Price Bid after it has been submitted as per the procedure mentioned in the E-Tender system (ARIBA) and the instructions mentioned in ITB Clause 1.4.1.1.

1.4.4.2. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of Bid validity period specified by the Bidder on the Covering Letters of Technical Bid and Price Bid or any extension thereof as per the terms of Bidding Document.

1.4.4.3. Bidder may modify or withdraw their Bids through the relevant provisions on the E-Tender system (ARIBA) until the last date for submission of Bid as per the timelines mentioned in the NIT or any Corrigendum.

1.4.4.4. The Bidders may modify, resubmit, or withdraw their Bids as per the provisions given on the E-Tender system (ARIBA).

1.4.4.5. In the case of original hard copies of the Bidder, such Bids will be considered based on the latest submission made by the Bidder. In such a case, any previous original hard copies shall be returned unopened to the Bidder.

1.4.5. Acceptance/ rejection of the Bids

1.4.5.1. The Bids submitted by the Bidders shall be liable for rejection in case

- a) Any incomplete or non-submission of any mandatory Bid Form or document mentioned under online or hardcopy submission of Technical Bid pursuant to ITB Clause 1.3.3.2 and

ITB Clause 1.3.3.3.

- b) Any incomplete or non-submission of any mandatory Bid Form or document mentioned under the online submission of Price Bid pursuant to ITB Clause 1.3.3.4.
- c) Late Bids received as per ITB Clause 1.4.3.
- d) Canvassing in any manner shall not be entertained and will be viewed seriously and shall be liable for rejection.
- e) The Bids are found non-responsive pursuant to all the relevant clauses in the Bidding Document.

1.4.6. Technical Bid Opening

- 1.4.6.1. **TPCODL shall open the online Technical Bids on the E-Tender system (ARIBA) as per the timelines mentioned in the NIT or any Corrigendum.**
- 1.4.6.2. **TPCODL shall prepare a record of the opening of Technical Bids as per the internal guidelines notified from time to time.**

1.5. Evaluation and Comparison of Bids**1.5.1. Confidentiality**

- 1.5.1.1. Information relating to the examination, evaluation, comparison, and post qualification of Bids and recommendation for the signing of PPA, shall not be disclosed to Bidders or any other persons not officially concerned with such process, until information on the signing of PPA is communicated to all Bidders unless it is specifically required by TPCODL to do such disclosure as per the specific requirements.
- 1.5.1.2. Any attempt by a Bidder to influence TPCODL's decision to evaluate the Bids or signing of PPA may result in the rejection of its Bid.
- 1.5.1.3. Notwithstanding ITB Clause 1.5.1.2, from the time of Bid opening to the time of signing of PPA, if any Bidder wishes to contact TPCODL on any matter related to the bidding process, it may do so in writing only.

1.5.2. Clarification of Bids

- 1.5.2.1. To assist in the examination, evaluation, and comparison of the Technical Bid and Price Bid, TPCODL may, at its discretion, ask any Bidder for a clarification of its Bid. TPCODL's request for clarification and the response shall be in writing only. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted. TPCODL reserves all the rights to evaluate any such response received from the Bidder based on the clarification to be sought.
- 1.5.2.2. If a Bidder does not clarify its Bid by the date and time set in TPCODL's request for clarification, such Bid shall be liable for rejection.

1.5.3. Examination of Technical Bids

- 1.5.3.1. TPCODL shall examine the Technical Bid to confirm that all documents and information requested in ITB Clause 1.3.3.2 for online submission and ITB Clause 1.3.3.3 for hardcopy submission have been provided to assess the completeness of the Technical Bid.
- 1.5.3.2. TPCODL shall confirm that all the requirements have been provided in the Technical Bid in all respect. If any of the documents or information is missing, the Bid shall be liable for rejection.

1.5.4. Responsiveness of Technical Bid

- 1.5.4.1. TPCODL's determination of a Technical Bid's responsiveness shall be strictly based on the contents of the Technical Bid, as mentioned in ITB Clause 1.3.3.2 and ITB Clause 1.3.3.3.
- 1.5.4.2. If a Bid is not responsive to the requirements of the RFP, it shall be liable for rejection by TPCODL



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and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

1.5.5. Qualification of the Bidder

- 1.5.5.1. TPCODL shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying requirements specified in Section 4 (QR).
- 1.5.5.2. The determination shall be based upon examining the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 1.3.3.
- 1.5.5.3. An affirmative determination shall be a pre-requisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result in the disqualification of the Bid.

1.5.6. Online Price Bid opening

- 1.5.6.1. After all the technical bids are evaluated, the Price (tariff) Bids of only technically qualified bidders shall be opened online on the E-Tender portal (ARIBA)..
- 1.5.6.2. The Price Bids will be evaluated to determine the PSS-wise L1 prices.
- 1.5.6.3. TPCODL may negotiate with the L1 bidders to determine the PSS-wise final PPA tariffs.
- 1.5.6.4. After evaluation of Price Bids, a list of the Bidders will be prepared for each feeder to calculate the Aggregate Capacity received at a specific agricultural feeder against the Notified Capacity of that specific PSS.
 - a) In case the Aggregate Capacity offered by the Bidders at a specific PSS is less than or equal to the Notified Capacity of that specific agricultural feeder, then the Bidders will be listed as (Successful Bidder) with a PPA Tariff equal to the discovered L1 Levelized Tariff.
 - b) In case the Aggregate Capacity offered by the Bidders at a specific agricultural feeder is more than the Notified Capacity of that specific agricultural feeder, then the E-Reverse Auction route will be followed to select the list of (Successful Bidder) with E-RA as per the procedure mentioned in ITB Clause 1.5.7.
- 1.5.6.5. The selection of Successful Bidder, under this RFP, shall be as per ITB Clause 1.5.9.

1.5.7. Capacity allocation & Issuance of LOAs

- 1.5.7.1 In case the L1 bidder has quoted for the entire notified capacity of a particular PSS, 100% capacity allocation for the PSS will be made in favor of the L1 bidder.**
- 1.5.7.2 In case the L1 bidder has quoted for a capacity less than the notified capacity, L2 bidder will be asked to match the PPA tariff and upon acceptance of the same, capacity allocation to extent of capacity quoted by him will be made in his favor from the balance available capacity**
- 1.5.7.3 In case L2 bidder does not accept the PPA tariff the same will be passed on to L3 bidders.**
- 1.5.7.4 The above process will continue till the notified capacity of a PSS is exhausted.**

1.5.8. TPCODL's right to accept any Bid, and to reject any or all Bids

- 1.5.8.1. TPCODL reserves all the right to accept or reject any Bid or to annul the bidding process or reject all Bids at any time prior to the signing of PPA, without thereby incurring any liability to Bidders. In case of annulment, the Bids shall be liable for rejection online and the online copy of the Bid uploaded on the E-Tender system (ARIBA) shall be sent unopened to "Archive" and shall not be considered at all any further for evaluation.

1.6. Signing of Power Purchase Agreement

1.6.1. Award Criteria

1.6.1.1. The Successful Bidders shall be selected as per the allocation procedures mentioned in ITB Clause 1.5.

1.6.2. Issue of PPA

1.6.2.1. Prior to the expiry of the period of Bid validity, TPCODL shall notify the Successful Bidder, in writing, that its Bid has been accepted and issue a Letter of Award (LoA). At the same time, TPCODL may also notify all other Bidders of the results of the bidding. In addition, TPCODL may publish the results on the TPCODL Website and E-Tender system (ARIBA).

1.6.2.2. TPCODL shall issue an execution version of the PPA to the Bidder eligible to sign a PPA with GRIDCO/Odisha DISCOMs and is responsive to the Bidding Document.

1.6.2.3. Upon receiving the PPA, the Successful Bidder shall fulfill all other requirements given under the PPA and submit the below mentioned critical documents within a maximum time period as mentioned in the below table from the date of issue of LoA and provide its acceptance, without any fail, else such Bids shall be liable for rejection and the Bid Security shall be forfeited.

Sl. No	Critical documents	Timelines (Days)
1.	Acceptance to the LoA and timely execution of the PPA along with other critical documents stamped with an official seal, date, and its official submission in original	Within seven (7) Days
2.	For signing of PPA, GRIDCO/Odisha DISCOMs, shall fix up a date and time for the timely signing of the PPA and communicate the details of the PPA signing events five (5) Days before the proposed date of the PPA signing event. The PPA will be executed through two (2) originals, of which GRIDCO/Odisha DISCOMs will retain one original and hand over the other original to the Successful Bidder. In case the Bidder does not attend or misses in signing the PPA as per the schedule, then such Bids shall be liable for rejection with the forfeiture of the Bid Security.	Within sixty (60) Days, as per the schedule to be communicated.
3.	Submission of Performance Security as per ITB Clause 1.6.2.4	Within sixty (60) Days and before the signing of PPA
4.	Submission of a Detailed Workplan in line with the Timelines mentioned in the Bidding Document for the implementation of the Project	
5.	Submission of a Project Site survey technical report after visiting the designated Project Site	
6.	Contact information of various OEMs for the solar photovoltaic module, inverter, and balance of systems for the implementation of the Project (as applicable for Developers)	
7.	Single line diagram of the Project	
8.	Detailed drawings and designs of the Project	
9.	Design document of the module mounting structure and pole mounting structure of the Project along with a STAD pro analysis report as a part of the mandatory submission to sustain a wind speed of 200 km per hour for the module mounting structures	
10.	In case of a Consortium/ JV, the Consortium/ JV Agreement shall be submitted as per the format given under Annexure Clause 5.6	

It may be noted that a new SPV shall be formed by the members of the Consortium/ JV mandatorily for developing the Project under The Companies Act, 2013. The Successful Bidder shall submit the registration certificate of the SPV within a maximum time period of sixty (60) Days from the date of LoA. Further, the Bidder shall submit the PAN and GST certificate of the SPV within a maximum time period of sixty (60) Days from the date of LoA.

1.6.2.4. Failure of the Successful Bidder to complete all the formalities mentioned in the LoA pursuant to ITB Clause 1.6.2.3 shall constitute sufficient grounds for the annulment of the execution of PPA and forfeiture of the Bid Security.



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1.6.3. Performance Security

1.6.3.1. Within sixty (60) Days of the receipt of the LoA from TPCODL as per ITB Clause 1.6.2.1, the Successful Bidder shall furnish the Performance Security as per the format enclosed in the indicative PPA. In case of a Consortium/ JV, the Lead Member of the Consortium/ JV shall submit this Performance Security.

1.6.3.2. The Performance Security shall be denominated in Indian Rupees only.

1.6.3.3. The Performance Security shall be submitted as per the details given in Section 2 (BDS). The Performance Security shall be submitted only in the form of a Bank Guarantee, and the Bank Guarantee shall be issued in favour of TP Central Odisha Distribution Limited payable at Bhubaneswar, Odisha for an amount, expiry date, and claim date as mentioned in Section 2 (BDS).

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2. Bid Data Sheet (BDS)

Section 2 (BDS) shall supplement the Clauses mentioned in Section 1 (ITB). Whenever there is a conflict or interpretation issue, the provisions herein shall prevail over those in Section 2 (BDS). The Clause number of Section 2 (BDS) is the corresponding Clause number of Section 1 (ITB).

2.1. Specific provisions of ITB

BDS Clause reference	ITB Clause reference	Detailed Clause											
2.1.1.	ITB Clause 1.1.1.3	Name of the Project: Selection of Solar Power Generator (SPG) for the development of Project under KUSUM-C (FLS) scheme in Odisha on Build-Own-Operate (B-O-O) basis Tender Enquiry No: TPCODL/P&S/1000000494/23-24											
2.1.2.	ITB Clause 1.2.2.2	The pre-bid meeting shall be conducted through an online mode based on the meeting access details given in the NIT or any Corrigendum.											
2.1.3.	ITB Clause 1.3.3.2	<table><tr><th>Particulars</th><th>Bid Security (EMD)</th><th>Tender Fee</th></tr><tr><td>Amount</td><td>1 lakh INR (Incl'd GST) per MW in proportion to the capacity applied by the Bidder</td><td>5,000 INR (Incl'd. GST)</td></tr><tr><td>Mode of submission</td><td>BG / Bank Draft / Bankers Pay Order (issued from a Scheduled Bank) and Online NEFT/ RTGS</td><td>Online NEFT/ RTGS</td></tr></table> Note: EMD is exempted for MSME Bidders registered in the State of Odisha. However, MSME Bidder shall be barred to participate in the tendering process for a period of 2 years in case it backs out post award of the contract. MSME BAs needs to submit Bid Security Declaration. MSMEs registered in the State of Odisha shall pay tender fee of Rs. 1,000/- including GST. The Tender Fee shall be made in favour of TP Central Odisha Distribution Limited' payable at Bhubaneswar Beneficiary Name: TP Central Odisha Distribution Ltd. Bank Name: STATE BANK OF INDIA Branch Name: IDCO Towers, Bhubaneswar Address: P.O. - Sahidnagar, Janapath, Bhubaneswar. Branch Code: 7891 Account No: 10835304915 IFSC Code: SBIN0007891 For Tender Fee and EMD submitted via online transfer, bidder to ensure that the same are carried out through separate transactions.			Particulars	Bid Security (EMD)	Tender Fee	Amount	1 lakh INR (Incl'd GST) per MW in proportion to the capacity applied by the Bidder	5,000 INR (Incl'd. GST)	Mode of submission	BG / Bank Draft / Bankers Pay Order (issued from a Scheduled Bank) and Online NEFT/ RTGS	Online NEFT/ RTGS
Particulars	Bid Security (EMD)	Tender Fee											
Amount	1 lakh INR (Incl'd GST) per MW in proportion to the capacity applied by the Bidder	5,000 INR (Incl'd. GST)											
Mode of submission	BG / Bank Draft / Bankers Pay Order (issued from a Scheduled Bank) and Online NEFT/ RTGS	Online NEFT/ RTGS											



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		The EMD in the form of Bank Draft / BG /Bankers Pay Order shall be delivered at the following address in sealed envelope clearly indicating the tender reference / enquiry number, name of tender and bidder name: Chief (Procurement & Stores) TP Central Odisha Distribution Limited 1st Floor, Anuj Building, Plot No.29, Satya Nagar, Bhubaneswar, Odisha 751007 In case of the Bid Security submitted is in the form of a Bank Guarantee, the expiry date and claim date are as follows: • Expiry date: One Hundred and Eighty (180) Days from the original last date of submission of online Technical Bid • Claim date: Twelve (12) Months from the date of expiry
2.1.4.	ITB Clause 1.3.6.1	Bid validity period: One Hundred and Eighty (180) Days from the last date of Bid submission.
2.1.5.	ITB Clause 1.4.1.1	• The Bidder shall submit only one (1) Bid against any Agricultural PSS indicated in this RFP. • The bidder must quote for the entire capacity of any given PSS as indicated in this RfP. • A Bidder can apply for different PSS. • The Bidder shall be solely responsible for the closure of the land, and in no



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		case, the DISCOMs will be responsible for the closure of land. The Bidder shall be responsible for the complete implementation of the Project, as per the terms of the Bidding Documents.
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BDS Clause reference	ITB Clause reference	Detailed Clause						
2.1.6.	ITB Clause 1.6.3.3	Performance Security: The Performance Security for achieving the Commercial Operation Date on or before the Scheduled Commercial Operation Date (SCOD) shall be submitted in the form of a bank guarantee, in one (1) part as mentioned below: <table><tr><th>Amount</th><th>Expiry period</th><th>Claim period</th></tr><tr><td>5 Lakhs INR per MW</td><td>Twelve (12) Months from the date of issuing LoA</td><td>Twelve (12) Months from the date of expiry</td></tr></table> TPCODL will have the right to encash the bank guarantee, if the Successful Bidder fails to achieve the SCOD milestone. The bank guarantee submitted towards the Performance Security may be returned within a maximum period of thirty (30) Days of the expiry date of the BG. The bank guarantee can be extended as per the requirement from TPCODL from time to time in the interest of the Project to achieve Commissioning.	Amount	Expiry period	Claim period	5 Lakhs INR per MW	Twelve (12) Months from the date of issuing LoA	Twelve (12) Months from the date of expiry
Amount	Expiry period	Claim period						
5 Lakhs INR per MW	Twelve (12) Months from the date of issuing LoA	Twelve (12) Months from the date of expiry						

3. Scope of Work (SOW)

Section 3 (SOW) contains about the Project, roles, and responsibilities of the individual Parties, Equipment requirements, Timelines, etc. that describe the SOW under the RFP.

3.1. About the Project

3.1.1. Introduction

- 3.1.1.1. The project primarily envisages solarisation of Agricultural feeders with suitable capacity of solar PV power plants across the State as indicated in this RfP. Each project that begins to operate commercially under this scheme is eligible for a Central Financial Assistance of 30% of the predetermined benchmark cost (INR 3.5 Cr/MW) or the discovered price whichever is lower. For the purpose of availing Central Financial Assistance, the select vendor must submit all financial data in regards to procurement of all goods and services for setting up the solar power plant. Assuming the above 30% CFA, the bidder should quote the tariff in INR/kWh which will be taken for the purpose of comparison of tariffs. In case State Subsidy or any other subsidy/financial assistance in the form of capital subsidy/interest subsidy etc. if made available to the bidder, the quoted tariff shall be reduced proportionately. .
- 3.1.1.2. This Scope of Work shall be for the selection of Solar Power Generator (SPG) for the development of Project under KUSUM-C scheme in Odisha on Build-Own-Operate (B-O-O) basis. The Power Purchase Agreement (PPA) shall form an integral part of the RFP.
- 3.1.1.3. As part of the Government of India's target to achieve a cumulative capacity of 100 GW solar photovoltaic installation by the year 2022, TPCODL wishes to invite Bids for the selection of SPG in line with all the provisions of the RFP.
- 3.1.1.4. The energy generated from the Project shall be solely for the procurement of GRIDCO/Odisha DISCOMs on payment of PPA Tariff.. The PPA Tariff shall be inclusive of all statutory taxes, duties, levies, cess etc. if applicable as on the last date of Bid submission. The PPA Tariff is a single levelized tariff for the Project and shall be applicable for all the 25 years of PPA period from the date of achieving the COD.

3.1.2. Objectives

The objectives of implementing this Project are to:

- 3.1.2.1. Provide reliable solar power to farmers during daytime for irrigating their crops.
- 3.1.2.2. Reduce pressure on grid for supply of electricity for agricultural purposes.
- 3.1.2.3. Conserve ground water by incentivizing farmers for less water for irrigation.
- 3.1.2.4. Providing monetary benefits to farmers for using less water for irrigation.
- 3.1.2.5. Support small/medium and start-up entrepreneurs establish solar power generating systems and sell power to GRIDCO/Odisha DISCOMs at the discovered price.
- 3.1.2.6. Support GRIDCO/Odisha DISCOMs in meeting the solar RPO;
- 3.1.2.7. Generate local employment.

3.2. Roles and Responsibilities

3.2.1. Roles and Responsibilities of the SPG

The SPG undertakes to be responsible solely, at SPG's own cost and risk, for the following

- 3.2.1.1. The SPG shall be responsible for the performance of the obligations mentioned in the RFP, any Addendum, any Corrigendum, any Clarification, Power Purchase Agreement, Model Land Lease Agreement, etc.

- 3.2.1.2. The SPG shall deploy a proven solar photovoltaic technology that has been developed anywhere in the World. However, the selection of SPG would be technology agnostic within solar photovoltaic technology and crystalline silicon or thin film or any other such technology, with or without trackers can be installed.
- 3.2.1.3. The Bidder shall ensure the solar photovoltaic modules and cells to be used in the projects under this RfS shall meet the DCR requirements as given in Order No 32/645/2017- SPV Division dated 1.08.2022.
- 3.2.1.4. The SPG shall be responsible for the designing, engineering, procuring, supplying, taking insurance, packing and forwarding, loading, transporting, unloading, safekeeping of Equipment, constructing, installing, erecting, testing, commissioning and achieving the SCOD of the Project. This shall be achieved in accordance with the Applicable Law, Prudent Utility Practices and all the terms and conditions of this Bidding Document consisting of the RFP, any Addendum, any Corrigendum, any Clarification, Power Purchase Agreement, Model Land Lease Agreement and any amendment thereto.
- 3.2.1.5. SPG will be responsible for laying of dedicated 11 kV line from Project to a nearby agricultural feeder (list of substations are provided in Annexure Clause 5.7), construction of bay and related switchgear at substation where the Project is connected to the grid and metering is done.
- Alternatively, the SPG can lay the dedicated 11 kV line through the DISCOM as per the SOW Clause 3.2.2.2. However, in such cases, the SPG will be responsible for maintaining this dedicated 11 kV line. In all cases, the SPG shall be responsible for completing the transmission infrastructure, as part of the Project.
- 3.2.1.6. In case more than one Bidders are awarded Projects, to be connected to same substation, they shall be permitted to coordinate with each other for setting up common transmission line for feeding to substation, if they so desire subject to technical feasibility and approval of DISCOM.
- 3.2.1.7. The SPG shall comply grid connectivity and other regulations as applicable.
- 3.2.1.8. The SPG is required to obtain necessary clearances as required for setting up the Project.
- 3.2.1.9. The SPG shall be responsible for covering the Project boundary with a 6 ft precast concrete compound wall along with slabs and column posts at regular intervals. On the top of it, a barbed wire fencing with a height of 1 ft. shall be made.
- 3.2.1.10. The SPG shall be responsible to put a notice board (at least 180 cm x 120 cm) at its Project Site main entrance prominently displaying the following message before declaration of COD.
- [Capacity] kW grid connected solar Project under KUSUM-C at [village], [district] connected at [name of the substation, as per the list provided in Annexure Clause 5.7].
- 3.2.1.11. The SPG shall be responsible for owning the Project throughout the Term of PPA.
- 3.2.1.12. The SPG is required to maintain a CUF as per the solar insolation available at the site. However, CUF of minimum 19% shall be considered for calculation of eligible plant capacity for CFA. There will not be any restriction on DC capacity, which may be higher than the total contracted AC capacity of the plant to achieve CUF of 19%.
- 3.2.1.13. The SPG shall submit all reports and returns as required by MNRE/DISCOMs in a manner and format prescribed by MNRE/DISCOM.
- 3.2.1.14. The SPG shall be responsible for directly coordinating and dealing with GRIDCO, Government and other authorities in obtaining the required Clearances as per the various provisions of the PPA.
- 3.2.1.15. The SPG shall be responsible for land closure, financial closure and development of the Project through the appointment of EPC and O&M contractor during the PPA Period.
- 3.2.1.16. The SPG shall be the Principal Employer of all the stakeholders directly/ indirectly involved in the Project.

- 3.2.1.17. The SPG shall be responsible for managing the rights of way related to the Project and its associated infrastructure whatsoever.
- 3.2.1.18. The SPG shall be responsible for incurring all the costs and expenses including but not limited to all statutory charges, GST etc. related to setting up the Project.
- 3.2.1.19. The SPG shall be responsible for considering all the costs and expenses and its margin whatsoever to derive the PPA Tariff requirement for successfully developing and operating the Project for a long-term period of twenty-five (25) years during the Term as per the PPA. In no case TPCODL, GRIDCO, Department of Energy, or any Government shall be responsible for such a quotation of tariff by the Bidder.
- 3.2.1.20. The SPG agrees and undertakes to achieve financial closure for its Project, execute the Land Lease Agreement with the Developer (if applicable) and shall provide necessary documents to GRIDCO in this regard within six (6) Months from the date of issuance of LoA.
- 3.2.1.21. The selected SPG shall commission the Project within nine (9) months from date of issuance of LoA. The SPG may commission the Project during this period of nine (9) months and the GRIDCO is obliged to purchase power from that commissioned Project any time after the issuance of LoA.
- 3.2.1.22. The SPG shall be required to generate the solar energy as given in the terms and conditions of the PPA.
- 3.2.1.23. The SPG will ensure that all Equipment from the Project after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.
- 3.2.1.24. The SPG shall be responsible for taking all required safety measures such that people/cattle/other animals are not affected in any manner by installed solar power plant. The SPG shall sufficiently indemnify the DISCOM against all such incidences.

3.2.2. Roles and Responsibilities of DISCOMs

- 3.2.2.1. TPCODL shall be the nodal agency responsible for coordinating between various stakeholders for facilitation.
- 3.2.2.2. The DISCOM will facilitate the SPG laying of 11 kV line. Alternatively, SPG can get the 11 kV lines constructed through DISCOM on payment of applicable cost and other charges. However, in no case, the concerned DISCOM will remain responsible for obtaining Right of Way for laying of the 11 KV lines.
- 3.2.2.3. The DISCOM will provide connectivity at the substation to the selected SPG. The DISCOM will ensure "must-run" status to the Project installed under this scheme and will keep the feeders 'ON' during sunshine hours of a day, as per the terms of the PPA. TPCODL, GRIDCO and the DISCOM shall act as facilitator to the beneficiaries in implementation of this scheme.
- 3.2.2.4. A duly constituted Committee of TPCODL, GRIDCO and the DISCOM officials will physically inspect the Project in not more than three (3) Days from the date of receiving a written request from the SPG and certify successful commissioning of the Project.
- 3.2.2.5. TPCODL and GRIDCO shall ensure quality being maintained by the SPG based on the review of the Equipment of Project, site visits and progress review and monitoring activities. In this regard, TPCODL and GRIDCO will develop a suitable monitoring mechanism, to analyze the progress and performance of the Project and reserves the right to carry out random checks to verify compliance of quality standards at any point of time with/ without prior notice.
- 3.2.2.6. TPCODL shall be responsible for conducting bidding process. TPCODL and the concerned DISCOMs shall periodically review the progress of implementation and management of other aspects of the projects..
- 3.2.2.7. The concerned DISCOM shall be responsible for the execution of the Power Purchase Agreement.



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- 3.2.2.8. **Release of CFA:** CFA up to 100% of the total eligible CFA will be released to the RESCO Developer on successful commissioning and declaration of Commercial Operation Date (COD) of the solar power plant. The release of CFA to RESCO is subject to submission of Bank Guarantee equivalent to CFA amount. Bank guarantee will be released in four lots of 25% each on successful operation of the plant after 2.5 years, 5 years, 7.5 years and 10 years from COD.
- 3.2.2.9. **Power to remove difficulties:** If there is need for any amendment to this scheme for better implementation or any relaxation is required in the norms due to operational problems, Department of Energy, Government of Odisha will be competent to make such amendments, without increasing the financial requirements, ceiling limit of the PPA Tariff.

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3.3. Timelines

3.3.1. The following are the Timelines for developing the Project:

Activities	Timelines
Issue of LoA by DISCOMs	T0
Execution of formalities of LoA	T1 = T0+ max. timelines of sixty (60) Days, subjected ITB Clause 1.6.2.3
Purchase/ procurement of land on lease by the SPG	T2 = T0 + three (3) Months@
SPG achieving the financial closure	T3 = T0 + nine (9) Months*
SPG achieving the COD	T4 = T0 + twelve (12) Months#
O&M Period end date	T5 = T4 + twenty-five (25) Years

T0: start date and date of issue of LoA

* In case the Bidder does not achieve the milestone for financial closure within this timeframe, then the concerned DISCOM shall review the progress of the Project and take suitable actions, as per the specific provisions of the PPA.

The Project shall achieve COD by the Scheduled Commercial Operation Date. In case of failure to achieve this milestone, concerned DISCOM shall review the progress of the Project and take suitable actions, as per the specific provisions of the PPA.

4. Qualification Requirement (QR)

Section 4 (QR) contains all the Qualification Requirements that TPCODL shall use to evaluate the Technical Bids and qualify Bidders during the evaluation of Technical Bids.

The Bidder shall fulfill the below Qualification Requirement to submit the Bid. Any discrepancy or deviation from the stated Qualification Requirement shall make the Bidder ineligible to submit the Bid and such Bid shall be liable for rejection.

4.1. General Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.1.1.	The Bidder can participate only as a Solar Power Developer. The Bidder must be a 4.1.1.1. company registered under The Indian Companies Act, 1956/ 2013; or 4.1.1.2. partnership firm registered under The Indian Partnership Act, 1932; or 4.1.1.3. sole proprietorship firm under the relevant laws in India. The Bidder can either participate as an individual Company or a Consortium/ JV. In case of a Consortium/ JV, all the members of the Consortium/ JV shall be jointly and severally liable to comply with all the clauses of the Bidding Document. Note: Limited Liability Partnership (LLP) and Limited Liability Company (LLC) are not allowed to participate.	The Bidder must submit a copy of the relevant documents issued by an appropriate Government authority in India. In case of a Consortium/ JV, the Bidder shall submit the Consortium/ JV Agreement, as required under this RFP. The Bidder must submit Bid Form 2 of Section 7 (Annexure). This shall be applicable to all the Bidders.
4.1.2.	The Bidder must not have been debarred/ blacklisted/ defaulted by any Government, agency, Public Sector Undertaking (PSU), institution/ autonomous organizations in the past.	The Bidder shall submit a self-certification by an authorized person duly notarized to this effect. The Bidder must submit Bid Form 6 of Section 7 (Annexure). This shall be applicable to all the Bidders.

4.2. Specific Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.2.1.	The Bidder must submit a copy of the declaration for the "Compliance with the MNRE/ BIS technical standards" for the Equipment.	The Bidder must submit Bid Form 5 of Section 7 (Annexure). This shall be applicable to all the Bidders.
4.2.2.	The Bidder must have established high quality, environment management system, and information security standards in place and must have ISO 9001 and ISO 14001 certifications for the solar photovoltaic modules and inverters.	The Bidder shall declare that it has a copy of the ISO 9001 and will possess the copy of the ISO 14001 certificate in the name of the Original Equipment Manufacturer (OEM), supported by a letter of authorization from the OEM. The Bidder must submit Bid Form 9 of Section 7 (Annexure). Note: The documentary evidence shall be submitted as a part of the response to the LOA for the Successful Bidder as per ITB Clause 1.6.2.3 and not at the time of bidding. This shall be applicable to the Bidders participating as a Developer.

4.3. Financial Qualification Requirement

Clause no.	Qualification Requirement	Support document
4.3.1.	The average annual turnover of the bidder shall be a minimum of 4 Crore INR per MW basis on the capacity applied, for last three financial years. (FY 2020-2021, FY 2021-22 and FY 2022-23). For company, as per section 2 (57) of The Indian Companies Act, 2013, net worth means the aggregate value of the paid-up share capital and all reserves created out of the profits (securities premium account and debit or credit balance of profit and loss account), after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation. For partnership firm and sole proprietorship firm, as per the methodology certified by the chartered accountant based on the Applicable Law in India.	The Bidder shall submit a net worth certificate issued by a chartered accountant on a date within 7 (seven) days prior to submission of the RfS. as per Bid Form 4 of Section 7 (Annexure). This shall be applicable to all the Bidders.



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5. Annexure

5.1. Bid Forms – Technical Bid

5.1.1. Bid Form 1 (Covering Letter of Technical Bid)

Covering Letter of Technical Bid (Applicable for all Bidders)

(To be submitted on the letterhead of the Bidder, if available)

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.] dated [DD MMM YYYY]

To

Sub: Submission of Technical Bid for the selection of Solar Power Generator (SPG) for the development of Project under KUSUM- C (FLS) scheme in Odisha on Build-Own-Operate (B-O-O) basis

Dear [Sir/ Madam],

Having examined the Bidding Document carefully, we, the undersigned, offer to submit herewith the Technical Bid as per the subject line and RFP No. mentioned above.

We are pleased to submit our Bid based on the following Bid structure:

Category of the Bidder participating in this Bid	Company registered under The Indian Companies Act, 1956/ 2013/partnership firm registered under The Indian Partnership Act, 1932/sole proprietorship firm under the relevant laws in India.	[Applicable/ Not Applicable]
Is the Bidder participating as a Single Bidder or as a Consortium/ JV?	["Single Bidder" or "Consortium/ JV"]	
In case the Bidder is participating as a Single Bidder, then please specify the name of the Bidder (strike-off the details if not applicable)	[Insert the name of the Bidder] Note: Applicable for Bidders participating as a single Entity - a company or a partnership firm or a sole proprietorship firm	
In case the Bidder is participating as a Consortium/ JV, then please specify the name of all the members of the Consortium/ JV (strike-off the details if not applicable)	Lead Member: [Insert the name of the Lead Member] Other Member 1: [Insert the name of the Other Member 1] Other Member 2: [Insert the name of the Other Member 2] Note: Applicable for Bidders participating as a group of two (2) or more Entities - a company or a partnership firm or a sole proprietorship firm or Individual Farmers or Group of Farmers or Cooperatives or Panchayats or FPO or WUA	
Details of the Project	[insert the name of the PSS/agricultural feeder, exactly as per the list given in Annexure Clause 5.7]	



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	Name of the DISCOM	Name of the District	Name of the Division	Name of 33/11 kV Substation	Project details
	[insert]	[insert]	[insert]	[insert]	Village: [insert] RI Circle: [insert] District: [insert] Land details: Annexure [#] [Please attach as per sample format given in Annexure in this Bid Form]
	...	...	...	...	...

In case of a Consortium/ JV, we shall be severally and jointly responsible for complying with all the terms and conditions of the RFP.

(strike-off the details if not applicable)

We hereby undertake the following:

1. We have read all the provision of the Bidding Document and confirm that notwithstanding anything stated elsewhere in our Technical Bid to the contrary, the provisions of the Bidding Document are acceptable to us, and we further confirm that we have not taken any deviation to the provision of the RFP anywhere in our Bid. Acceptance of the above attribute shall be considered as our confirmation that any deviation, variation or additional condition, etc. or any mention, contrary to the provisions of Bidding Document found anywhere in our Technical Bid implicit or explicit shall stand unconditionally withdrawn, without any cost implication whatsoever on the PPA Tariff.
2. We further declare that any additional conditions, variations, deviations, if any, in our Bid shall not be given effect to. We further understand that any deficiency or illegibility in our Technical Bid shall result in the rejection of our Technical Bid.
3. We hereby declare that all the information and statements made in this proposal are complete, true, and correct and also accept that any misinterpretation contained in it may lead to our disqualification and rejection of our Technical Bid. In case of any false documents submitted and found any time in the future, we shall be liable to be proceeded as per Applicable Law.
4. We confirm that we have submitted the Technical Bid as per the instructions given in the Bidding Document.
5. We hereby declare and confirm that only we are submitting our Bid and that our parent, affiliate, the ultimate parent or any group companies with which we have direct or indirect relationships are not separately submitting their Bid.
6. We confirm that the Technical Bid submitted is subject to the verification solely by appropriate authorities of TPCODL as per all the terms of the Bidding Document and agree that the decision taken by TPCODL shall be final and binding on us.
7. We declare that our Technical Bid is fully compliant with the qualification requirement mentioned under Section 4 (QR), and we have not misrepresented any information provided in our Bid.
8. We confirm that any genuine changes made by TPCODL in the interest of the Project during the course of performance of the PPA shall be fully acceptable to us without any cost implication whatsoever.
9. We confirm that we will comply with all the Applicable Laws and Prudent Utility Practices all the time during the performance of the PPA.
10. We confirm that we have submitted the Technical Bid as per the forms given in Bid Form (Technical Bid) and/or the instructions given in the RFP or E-Tender system (Ariba); failure to which our Technical Bid shall be considered as non-responsive and shall be liable for rejection.
11. We agree that We have not submitted any conditional or alternative Technical Bid, and in case of any deviation, then our Technical Bid shall be considered as non-responsive and shall be liable for rejection.



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12. We confirm that we do not have any conflict of interest in accordance with the provisions of the RFP.
13. We confirm that in case we are directly or indirectly through an agent engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice, Obstructive Practice or Integrity Violation, then our Technical Bid shall be considered as non-responsive and shall be liable for rejection.
14. We confirm that TPCODL reserves all the right to accept or reject any Technical Bid without assigning any reasons thereof and shall not be held liable for any such action and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
15. We confirm that in case our Bid is accepted, we undertake to provide Performance Security as specified in the RFP, else our Bid Security shall be forfeited.
16. We agree that this Technical Bid shall remain valid for a period of One Hundred and Eighty (180) Days from the original last date of online Bid submission and such further period as may be mutually agreed upon.
17. The Bidding Document has been discussed in the Board meeting and a Board Resolution (BR) no. [insert BR no.] dated [DD MMM YYYY] has been concurred for submission of our Bid and is enclosed as a part of Bid Form 3 (Power of Attorney). (as applicable)
18. We undertake that TPCODL shall, without prejudice to any other right or remedy, be at liberty to forfeit the Bid Security deposited by us in case of any default as per the Bidding Document.
19. In case we fail to achieve the milestones of achieving the Commercial Operation Date (COD) of the Project as per the Timelines, TPCODL shall, without prejudice to any other right or remedy, be at liberty to forfeit the Performance Security.
20. We confirm that we shall establish a local office at the Project location to deliver uninterrupted and sustainable services during the O&M Period.
21. We understand that you are not bound to accept any Technical Bid you may receive.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]



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Annexure (Schedule Property) : [#]

SCHEDULE PROPERTY
(TO BE SUBMITTED BEFORE ISSUANCE OF WORK ORDER)

All that piece and parcel of Schedule Property whether purchased /taken on lease is mentioned below:

- Name of the developer:
- Mobile no.:
- AADHAAR no.: [AADHAAR no. (applicable for Individual Farmers or Group of Farmers)]
- Mouja: [mouja name]
- Thana, thana no.: [thana name], [thana no.]
- Tehsil, tehsil no.: [tehsil name], [tehsil no.]
- Panchayat: [panchayat name]
- Village: [village name]
- RI circle: [RI circle name]
- District: [district name]
- Pin code: [6-digit pin code]
- Google coordinate: [for example 20.135172, 85.084869 format]

Khata no.	Plot no.	Kissam	Extent/ rakba of land (in acres)	Current usage (Agriculture/ non-agriculture/ barren)

Note: Please note that this Annexure is a sample format and the Bidder shall provide the above information for each Project applied for an individual substation. In case the Bidder has land spread across 2 different administrative units, for example, in 2 different tehsil or village, then the information shall be provided under separate Annexures.



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5.1.2. Bid Form 2 (Summary of the Technical Bid)

Checklist (Applicable for all Bidders)

(To be submitted on the letterhead of the Bidder, if available)

Date: [DD MMM YYYY]

RFP no.: [insert RFP no.] dated [DD MMM YYYY]

To

We, the undersigned, attaching the information as required under this format:

Particulars	Requirements	Information furnished by the Bidder	Applicability
Tender Fee	Copy of the “Online Transfer (RTGS/ NEFT)” for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards “Tender Fee” issued in favour of Chief Executive Officer , TPCODL payable at Bhubaneswar, Odisha. This shall be a non-refundable fee. In case of a Consortium/ JV, the Lead Member shall make this payment. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 2 of Section 7 (Annexure).	Unique Transaction Reference (UTR) no. is [insert the UTR no.], dated [DD MMM YYYY]	All Bidders



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Particulars	Requirements	Information furnished by the Bidder	Applicability
	Note: There is no exemption applicable to any Bidder.		
Bid Security	Copy of the "Online Transfer (RTGS/ NEFT)" or "Demand Draft" or "Fixed Deposit Receipt" or "Bank Guarantee" for an amount and other details as mentioned in Section 2 (BDS) issued by a nationalized/ commercial bank in India towards "Bid Security". In case of a Demand Draft, it shall be issued in favour of CEO, TPCODL payable at Bhubaneswar, Odisha. In case of a Fixed Deposit Receipt, it shall be pledged in favour of CEO, TPCODL payable at Bhubaneswar, Odisha and unconditionally discharged on demand. The Bidders must note that in case of absence of the endorsement that "This Fixed Deposit Receipt shall be unconditionally discharged in favour of CEO, TPCODL payable at Bhubaneswar, Odisha on demand" on the back of the Fixed Deposit Receipt, such Bid Security shall be liable for rejection. In case of a Bank Guarantee, it shall be issued in favour of CEO, TPCODL payable at Bhubaneswar, Odisha with an expiry date and a claim date as mentioned in Section 2 (BDS). This shall be a refundable fee, subject to the various provisions as mentioned in ITB Clause 1.3.7. In case of a Consortium/ JV, the Lead Member shall submit this Bid Form. This is a mandatory submission and shall be submitted as per the requirements given in Bid Form 2 of Section 7 (Annexure). Note: There is no exemption applicable to any Bidder.	The UTR no. is [insert], dated [DD MMM YYYY] (in case of an online transfer using RTGS/ NEFT), or The Demand Draft no. is [insert], dated [DD MMM YYYY] (in case of a demand draft), or The Fixed Deposit Receipt no. is [insert], dated [DD MMM YYYY]. (in case of an FDR), or The Bank Guarantee no. is [insert], dated [DD MMM YYYY]. (in case of a Bank Guarantee). The format for the Bank Guarantee is enclosed herewith. We are attaching the copy of the Bid Security submitted in the form of [Demand Draft/ Fixed Deposit Receipt/ Bank Guarantee] under Attachment 3.	All Bidders



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Registration details	Certificate of Incorporation, Memorandum of Association	We are attaching the copy of the Registration Certificate under	Cooperatives or Panchayats or FPO
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Particulars	Requirements	Information furnished by the Bidder
	(MOA) and Article of Association (AOA), applicable in case of companies. The AOA (if applicable) shall mention the company's operations and defines the company's purpose from the SOW point of view. or Partnership Deed, applicable in case of partnership firm. or Proof of having the bank account or any other document as issued by the Government, applicable in case of sole proprietorship firm. We are attaching the copy of the Registration Certificate under Attachment 4.	Attachment 4.
PAN		PAN is [insert PAN] We are attaching the copy of the PAN under Attachment 6.
GST		GST no. is [insert GST no.] and the place of GST registration is for the state of [insert state name]. We are attaching the copy of the GST under Attachment 7.
Income tax returns		We are attaching the copy of the Income Tax Return for the last three (3) assessment years for AY2021, AY2020 and AY2019. We are attaching the copies of the Income tax returns under Attachment 8.
Quality Assurance (if applicable)	We declare that we have a copy of the ISO certificate for ISO 9001 and will submit the copy of the ISO 14001 certificate in the name of the Original Equipment Manufacturer (OEM), supported by a letter of authorization from the OEM, as per QR Clause 4.2.2.	[Yes/ No]



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List of attachments:

Attachment 1

Attachment 2

Attachment 3

Attachment 4

Attachment 5

Attachment 6

Attachment 7

Attachment 8

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]



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5.1.3. Bid Form 3 (Power of Attorney)

Power of Attorney (Applicable for all Bidders)

(To be submitted on a non-judicial stamp paper of appropriate value as per The Indian Stamp Act, 1899 relevant to the place of execution. The stamp paper shall be purchased in the name of the Bidder only.)

Signature and stamp of the notary of the place of execution [insert place] dated [DD MMM YYYY]

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.] dated [DD MMM YYYY]

To

Know all men by these presents, We, [name of the executant(s)], do hereby constitute, appoint and authorize [name of the Authorized Signatory] as the Authorized Signatory presently residing at [residential address of Authorized Signatory] and having PAN [insert PAN no. of Authorized Signatory] who is presently employed with us and holding the designation of [designation of the Authorized Signatory] as our true and lawful representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for the Request for the selection of Solar Power Generator (SPG) for the development of Project under KUSUM-A scheme in Odisha on Build-Own-Operate (B-O-O) basis with reference to the RFP No. [insert RFP No.] dated [DD MMM YYYY] issued by Tata Power Central Odisha Distribution Limited ("TPCODL").

The Authorized Signatory shall represent us and shall be responsible for the signing of the Bid, submission of the Bid and executing all other documents related to this Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which TPCODL may require us to submit. The Authorized Signatory is further authorized to make representations to TPCODL and provide information/ responses to TPCODL, representing us in all matters before TPCODL, and generally dealing with TPCODL in all matters in connection with our Bid and during the performance of the PPA.

We hereby agree to ratify all acts, deeds and things are done by our said Authorized Signatory pursuant to this Power of Attorney and that all acts, deeds and things are done by our aforesaid Authorized Signatory shall be binding on us and shall always be deemed to have been done by us.

We are participating as a [Single Bidder] or [Lead Member/ Other Member 1/ Other Member 2 ...] of the Consortium/ JV. In case of a Consortium/ JV, we shall be severally and jointly responsible to comply with all the terms and conditions of the RFP. (strike-off if not applicable).

All the terms used herein but not defined shall have the meaning ascribed to such terms under the Bidding Document.

Signature of the executant

Name:

Designation:

Address:

company:



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Accepted by

Signature of the Authorized Signatory

Name:

Designation:

Address:

company:

Common seal of [name of the Bidder] is affixed in [my/our] presence pursuant to the provisions mentioned in the clause under "Seal" of the Article of Association.

Board resolution dated [DD MMM YYYY] is attached below.

WITNESS

Signature:

Name:

Address:

Signature:

Name:

Address:

Notes:

1. The mode of execution of the power of attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same shall be under the common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by a Board Resolution.
2. The person authorized under this Power of Attorney shall be a person holding the responsible post and designation in the company.
3. The Board Resolution forms a part of the Power of Attorney.
4. In case of a Consortium/ JV, all the members of the Consortium/ JV including the Lead Member and Other Members shall submit their Power of Attorney issued by their respective Companies.



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Board Resolution

(To be submitted on the letterhead of the Bidder, if available)

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.]

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF M/S. [insert name of the Bidder] HAVING ITS REGISTERED OFFICE AT [insert office address of the Bidder] HELD ON [DDMMM YYYY] AT [HHMM] HRS.

Resolved that we, [insert name of the Bidder], do agree to participate in the RFP invited by TPCODL vide RFP No. [insert RFP No.] dated [DD MMM YYYY] for the selection of Solar Power Generator (SPG) for the development of Project under KUSUM-A scheme in Odisha on Build-Own-Operate (B-O-O) basis.

RESOLVED FURTHER THAT, [insert name of the Bidder] agrees to unconditionally accept all terms and conditions mentioned in the aforementioned Bidding Document.

RESOLVED FURTHER THAT, Ms./Mr. [Name of the Authorized Signatory] [is/ are] presently residing at [residential address of Authorized Signatory] and having PAN [insert PAN no. of Authorized Signatory] who is presently employed with us and holding the designation of [designation of the Authorized Signatory] is the Authorized Signatory of [insert name of the Bidder] and hereby authorized to sign, execute and submit such applications, undertakings, agreements and other requisite documents writings and deeds as may be deemed necessary or expedient to implement the above Project.

AND RESOLVED FURTHER THAT, the common seal of the company is affixed, wherever necessary, in accordance with the applicable procedure laid down by the applicable law and the charter documents.

We are participating as a [Single Bidder] or [Lead Member/ Other Member 1/ Other Member 2] of the Consortium/ JV. In case of a Consortium/ JV, we shall be severally and jointly responsible to comply with all the terms and conditions of the RFP. (strike-off if not applicable).

For [insert name of the Bidder]

Chairman/ Director/ Company Secretary
(Signatory of the Board Resolution)

Name of the Authorized Signatory
Specimen signature of Authorized Signatory

Note: The above signature(s) to be attested by the person signing the resolution



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Power of Attorney

[I/ We], declare that [I/ we] [am/ are] [an Individual Farmer/ a Group of Farmers] and providing [my/ our] PAN details.

PAN no. 1: [Insert PAN details] (I have attached the copy of PAN card here with)

PAN no. 2: [Insert PAN details] (I have attached the copy of PAN card here with)

PAN no. 3: [Insert PAN details] (I have attached the copy of PAN card here with)

...

For [insert name of the Bidder]

Name of the Authorized Signatory

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5.1.4. Bid Form 4 (Financial Qualification)

(To be submitted on the letterhead of the chartered accountant)

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.] dated [DD MMM YYYY]

To

I, [insert name of the chartered accountant], confirm that the Bidder, [insert name of the Bidder], meets the Financial Qualification Requirement as mentioned in QR Clause 4.3 of Section 4 (Qualification Requirement). The compliance to the Financial Qualification Requirement is mentioned below, as per our detailed evaluation of the Bidder's latest certified true copy of the audited annual accounts and their work orders related to the solar business.

Net Worth (as per QR Clause 4.3) (applicable in case of companies),

Particulars	Unit	FY 20-21	FY 21-22	FY 22-23
Aggregate value of the paid-up share capital	INR	[insert]	[insert]	[insert]
Add: all reserves created out of the profits and securities premium account.	INR	[insert]	[insert]	[insert]
Subtract: Accumulated losses	INR	[insert]	[insert]	[insert]
Subtract: Deferred expenditure	INR	[insert]	[insert]	[insert]
Subtract: Miscellaneous expenditure not written off	INR	[insert]	[insert]	[insert]
Net Worth*	INR	[insert]	[insert]	[insert]

Average Net Worth (FY 2020-2021, FY 2021-22 and FY 2022-23).	INR	[insert]
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Note: It does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

[For partnership firm and sole proprietorship firm, as per the methodology certified by the chartered accountant based on the Applicable Law in India.]

I hereby declare that all the information and statements made in this certificate are complete, true and correct and the above amount of net worth has been calculated on dated..... I further accept that any misinterpretation contained in it may lead to cancellation of my CA membership, and I shall be liable to be proceeded as per the Applicable Law.

Place: [insert place]

[sign here]

Signature

Name of Chartered Accountant (CA): [insert name]

Designation: [insert designation]

Name of the firm of the CA: [insert Bidder's legal entity name]

CA membership no.: [insert CA membership no.]

Registration no. of the CA's firm:

Seal: [insert seal of the Bidder]



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5.1.5. Bid Form 5 (Compliance with the MNRE/ BIS technical standards)

Compliance with the MNRE/ BIS technical standards (Applicable for all Bidders)

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.] dated [DD MMM YYYY]

To

We, the undersigned, declare that we comply with **“Compliance with the MNRE/ BIS technical standards”** for the Equipment as given in Annexure Clause 5.5.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

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5.1.6. Bid Form 6 (Self-certificate)

Self-certificate (Applicable for all Bidders)

(To be submitted on a non-judicial stamp paper of appropriate value as per The Indian Stamp Act, 1899 relevant to the place of execution. The stamp paper shall be purchased in the name of the Bidder only.)

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.] dated [DD MMM YYYY]

To

We, the undersigned, confirm and certify that we have not been debarred/ blacklisted/ defaulted by any Government, agency, Public Sector Undertaking (PSU), institution/ autonomous organizations in the past. We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

I/we hereby declare the following in the context of the aforementioned tender that:

In case of any false documents submitted and found in the future, we shall be liable to be proceeded against as per the Applicable Law.

In case of any such events, we have provided the case details and their current status below. [strike-off this line, in case it is not applicable].

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]



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5.1.7. Bid Form 8 (No Deviation Certificate)

No Deviation Certificate (Applicable for all Bidders)

(To be submitted on the letterhead of the Bidder, if available)

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.] dated [DD MMM YYYY]

To

We, [insert the Bidder name], hereby certify and confirm that we have read the clauses and provisions of the RFP, Addendums, Corrigendum, Clarification, PPA, LLA, etc. issued thereafter and the stipulation of all clauses and provisions are acceptable to us, and we have not taken any deviation whatsoever to any of the clauses and provisions.

*In case the Bidder has taken any deviation, then the same shall be mentioned here.

Clause No.	Deviations considered, if any

[*strike-off, if not applicable]

We further confirm that we are aware that our Bid would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the bidding process or thereafter during the performance of the PPA and LLA.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]



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5.1.8. Bid Form 9 (Quality Assurance)

(To be submitted on the letterhead of the Bidder, if available)

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.] dated [DD MMM YYYY]

To

We, the undersigned, declares that we have a copy of the ISO certificate for ISO 9001 and will submit the copy of the ISO 14001 certificate in the name of the Original Equipment Manufacturer (OEM), supported by a letter of authorization from the OEM, as per QR Clause 4.2.2.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

Note: The documentary evidences shall be submitted as a part of response to the PPA and prior to execution of the PPA, and not at the time of bidding.



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5.2. Bid Forms – Price Bid

5.2.1. Bid Form 10 (Covering Letter of Price Bid)

Price Bid

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.] dated [DD MMM YYYY]

To

Sub: Submission of Price Bid for the selection of Solar Power Generator (SPG) for the development of Project under KUSUM-C (FLS) scheme in Odisha on Build-Own-Operate (B-O-O) basis

Dear [Sir/ Madam],

Having examined the Bidding Document carefully, We, the undersigned, offer to submit herewith the Price Bid as per the subject line and RFP No. mentioned above.

We agree that this Price Bid shall remain valid for a period of One Hundred and Eighty (180) Days from the original last date of online Bid submission and such further period as may be mutually agreed upon.

We have read all the provision of the Bidding Document and confirm that notwithstanding anything stated elsewhere in our Price Bid to the contrary, the provisions of the Bidding Document are acceptable to us and we further confirm that we have not taken any deviation to the provision of the RFP anywhere in our Bid. Acceptance of the above attribute shall be considered as our confirmation that any deviation, variation or additional condition, etc. or any mention, contrary to the provisions of Bidding Document found anywhere in our Price Bid implicit or explicit shall stand unconditionally withdrawn, without any cost implication whatsoever to TPCODL.

We further declare that any additional conditions, variations, deviations, if any, in our Bid shall not be given effect to. We further understand that any deficiency or illegibility in our Price Bid shall result in rejection of our Price Bid.

We hereby declare that all the information and statements made in this proposal are complete, true and correct and also accept that any misinterpretation contained in it may lead to our disqualification and rejection of our Price Bid.

We hereby declare that our application has been submitted in good faith and the information contained is true and correct to the best of our knowledge and belief.

We agree with the following:

1. We confirm that the Price Bid submitted are subject to the verification solely by appropriate authorities of TPCODL as per all the terms of the Bidding Document and agree that the decision taken by TPCODL shall be final and binding on us.
2. We declare that our Price Bid is fully compliant as per the terms of the Bidding Document.
3. We confirm that we have submitted the Price Bid in Indian Rupees only and the Price Bid will be considered up to two places of decimal only.
4. We confirm that any genuine changes made by TPCODL in the interest of the Project during the course of performance of the PPA shall be fully acceptable to us without any cost implication whatsoever to TPCODL.
5. We confirm that we will comply with all the Applicable Laws and Prudent Utility Practices all the time during the performance of the PPA.



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6. We confirm that we have submitted the Price Bid as per the forms given in Bid Form (Price Bid) and/ or the instructions given in the RFP or E-Tender system (ARIBA); failure to which our Price Bid shall be considered as non-responsive and shall be liable for rejection.
7. We agree that We have not submitted any conditional or alternative Price Bid and in case of any deviation, then our Price Bid shall be considered as non-responsive and shall be liable for rejection.
8. We confirm that we have not mentioned the Price Bid anywhere other than the Price Bid on the E-Tender system (Ariba) for further evaluation. If we submit the Price Bid on the E-Tender system (ARIBA) that is not in line with the instructions mentioned therein, then the Price Bid shall be considered as non-responsive and shall be liable for rejection.
9. We confirm that we do not have any conflict of interest in accordance with the provisions of the RFP.
10. We confirm that in case we are directly or indirectly through an agent engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice, Obstructive Practice or Integrity Violation, then our Price Bid shall be considered as non-responsive and shall be liable for rejection.
11. We understand that you are not bound to accept any Price Bid you may receive.
12. We confirm that TPCODL reserves all the right to accept or reject any Price Bid without assigning any reasons thereof and shall not be held liable for any such action and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
13. We confirm that in case our Bid is accepted, we undertake to provide Performance Security as specified in the RFP, else our Bid Security shall be forfeited.
14. The rates quoted by us are firm, final and are meant for execution of the allotted supply/ installation within the time frame stipulated in the tender/supply/ installation order.
15. We shall be responsible for the payment of the respective taxes to the appropriate authorities and should I/we fail to do so, I/we hereby authorize TPCODL to recover the taxes due from us and deposit the same with the appropriate authorities on their demand.

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]



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Format for Price Bid

RFP published by: Tata Power Central Odisha Distribution Limited Date: [DD
MMM YYYY]

RFP No.: [insert RFP No.] dated [DD MMM YYYY]

Particulars	Description
Name of the Project	Development of Project under KUSUM-C (FLS) scheme in Odisha on Build-Own-Operate (B-O-O) basis
Type of Bidder	[Single or JV/ Consortium]
Name of the Bidder	[In case of the Bidder is submitting the Bid as a single Bidder, please insert the name of the Bidder Or In case the Bidder is submitting the Bid as a JV/ Consortium Bidder, please insert the name of all Bidders including Lead Member and Other Members]

Price Bid

(Select the name of the PSS exactly as per the list given in Annexure Clause 5.7)

Name of the DISCOM:

S/ N	Name of the PSS	Capacity of solar power plant (KW)	Levelised Tariff for 25 years (INR/kWH)			
			If land is purchased /taken on lease by the Developer mutually agreed lease rent		If land is provided by Government on nominal lease rent	
			In Numbers	In Words	In Numbers	In Words
1						
2						
3						

Note:

- Price Bid shall be filled with an MS Excel based document that shall be uploaded on the E-Procurement Website in the Price Bid section.
- The Bidder shall provide information in the yellow-highlighted cells only as shown in the MS Excel based Price Bid.
- In case a Bidder does not quote a tariff in the space earmarked for the same, then the Price Bids shall be liable for rejection and shall not be considered for any further evaluation.
- Kindly note that the Bidder must fill the details of the project in the space provided for the same capturing the details of the Project such as the Name of the DISCOM, Name of the District. Name of the Division, Name of 33/11 kV Substation etc. exactly as per the list given in Annexure Clause 5.7, else the Bidder shall be liable for rejection. In case a Bidder select the option of "blank cell" against the name of the 33/11 kV Substation, then such 33/11 kV Substations shall not be considered for any further evaluation.
- The Bidder can refer to BDS Clause 2.1.5 and the relevant clauses in the RFP.



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5.3. PPA and LLA

5.3.1. The copy of the Indicative PPA is enclosed herewith. The format for Performance Security is enclosed in the indicative PPA.

5.3.2. The copy of the PPA is enclosed is enclosed herewith.

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5.4. Pre-bid Form

Pre-bid queries

(To be submitted on the letterhead of the Bidder, if available)

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.] dated [DD MMM YYYY]

To

Sub: Submission of pre-bid queries for the selection of Solar Power Generator (SPG) for the development of Project under KUSUM-A scheme in Odisha on Build-Own-Operate (B-O-O) basis

We are pleased to submit the following pre-bid queries:

Sl. No.	Clause no.	Page no.	Clause	Clarification sought	Rationale
1					
2					
3					
4					
5					

Place: [insert place]

[sign here]

Signature

Name of Authorized Signatory: [insert name]

Designation: [insert designation]

Name of the Bidder: [insert Bidder's legal entity name]

Seal: [insert seal of the Bidder]

5.5. MNRE technical standards

Technical Parameter of photovoltaic solar module and various other components for use in grid connected solar power plants

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

1. PV Module Qualification

The PV modules used in the grid connected solar power Projects must qualify to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards.

Crystalline Silicon Solar Cell Modules IEC 61215

Thin Film Modules IEC 61646

Concentrator PV modules IEC 62108

In addition, PV modules must qualify to IEC 61730 for safety qualification testing @1000 V DC or higher. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.

2. Power Conditioners/ Inverters

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

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electromagnetic Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4
Electrical Safety	IEC 62103/ 62109-1&2
Protection against Islanding of Grid	IEEE1547/IEC 62116/ UL1741 or equivalent EN/BIS Standards
LVRT Compliance	As per the latest CERC Guidelines/ Order/ Regulations
Grid Connectivity	Relevant CERC Regulations (including LVRT Compliance) and Grid Code as amended and revised from time to time.
Rated capacity	Nominal/Rated output power of the inverter (if different power ratings are mentioned at different temperatures, then power rating at 500 C shall be considered) in kW will be considered as inverter rated capacity.

3. Cables and connectors:

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

4. Other Sub-systems/Components

Other subsystems/components used in the SPV power plants (Cables, Connectors, Junction Boxes, Surge Protection Devices, etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance

5. Authorized Test Centres

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

6. Warranty

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

7. Identification and Traceability

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

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

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

8. Performance Monitoring

As part of the performance monitoring, the following shall be carried out:

- a. The SPG shall maintain the list of Module IDs along with performance characteristic data for each module. This data shall be submitted to MNRE.
- b. The SPGs must install necessary equipment to continuously measure solar radiation on module plane, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to MNRE online and/or through a report on regular basis every month for the entire duration of PPA.
- c. The SPGs shall provide access to MNRE or their authorized representatives for installing any additional monitoring equipment to facilitate on-line transfer of data.
- d. All data shall be made available as mentioned above for the entire duration of the PPA.



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e. The plant SCADA should be Open Platform Communications (OPC) compliant with standard DNP3 and modbus control interfaces over TCP/ IP having the provision to add protocol converters to implement custom and secure communications protocol standard for providing real time online data (including but not limited to irradiance, plant generation (instantaneous/daily/monthly/yearly), daily peak generation, temperature, wind speed etc.) to MNRE

f. Fibre Optic Ethernet Ring network (Managed type Ethernet switches in each Control Room) should be provided between MCR & Inverter Control Rooms.

g. Web-based monitoring should be available, which should not be machine dependent. The web-based monitoring should provide the same screens as available in the plant. Also, it should be possible to download reports from a remote web-client in PDF or Excel format

9. Safe Disposal of Solar PV Modules:

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

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5.6. Consortium/ JV Agreement

Consortium/ JV Agreement

(To be submitted on a non-judicial stamp paper of appropriate value as per The Indian Stamp Act, 1899 relevant to the place of execution. The stamp paper shall be purchased in the name of the Lead Member only.)

Signature and stamp of the notary of the place of execution [insert place] dated [DD MMM YYYY]

Date: [DD MMM YYYY]

RFP No.: [insert RFP No.] dated [DD MMM YYYY]

Ref. No. [insert LoA no. for intimation on being a Successful Bidder] dated [DD MMM YYYY]

This [Consortium/ JV] Agreement is entered into on this [DD] day of [MMM] month, year [YYYY]

Amongst

[Name of the Lead Member] incorporated under The Companies Act, [1956/ 2013] having its registered office at [address of the registered office] (hereinafter referred to as the "First Party" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

[Name of the Other Member 1] incorporated under The Companies Act, [1956/ 2013] having its registered office at [address of the registered office] (hereinafter referred to as the "Second Party" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

[Name of the Other Member 2] incorporated under The Companies Act, [1956/ 2013] having its registered office at [address of the registered office] (hereinafter referred to as the "Third Party" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

...

The above-mentioned First Party, Second Party and Third Party ... are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

The Parties are interested in jointly developing the Project as members of the Consortium/ JV and in accordance with the terms and conditions of the Bidding Documents.

It is a necessary condition under the RFP that the members of the Consortium shall enter into a Consortium/ JV Agreement and furnish a copy thereof as per ITB Clause 1.6.2.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Consortium/ JV Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Bidding Documents.

2. Consortium/ JV

The Parties do hereby irrevocably constitute a consortium/ JV ("Consortium/ JV") for the purposes of jointly developing the Project.



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The Parties hereby submitted their Bids only through this Consortium/ JV and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Group Business Entity.

3. Covenants

The Parties hereby undertake that the Bidder being selected as the Successful Bidder shall form a new SPV by the members of the Consortium/ JV mandatorily for developing the Project under The Companies Act, 2013. The Successful Bidder shall submit the registration certificate of the SPV within a maximum time period of sixty (60) Days from the date of LoA. Further, the Bidder shall submit the PAN and GST certificate of the SPV within a maximum time period of sixty (60) Days from the date of LoA.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described in the Bidding Documents. The First Party shall be the Lead member of the Consortium/ JV and shall have the power of attorney from all the Other Members for conducting all business for and on behalf of the Consortium/ JV for developing the Project;

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Bidding Document.

6. Shareholding in the SPV

The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

Name of the Parties	Role of the Parties	% of subscribed and paid up equity share capital of the Consortium/ JV
[Insert the name of the Lead Member]	Lead Member	
[Insert the name of the Other Member 1]	Other Member 1	
[Insert the name of the Other Member 2]	Other Member 2	
...	...	...

The Parties undertake that the members in the Consortium/ JV shall hold the above % of subscribed and paid up equity share capital of the Consortium/ JV at all times until first one (1) year of operation from COD.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Consortium/ JV Agreement that:

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Consortium/ JV Agreement;
- b) The execution, delivery and performance by such Party of this Consortium/ JV Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents including the power of attorney and board resolution in favour of the person executing this Consortium/ JV Agreement for the delegation of power and authority to execute this Consortium/ JV Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;



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- iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Consortium/ JV Agreement;
- c) This Consortium/ JV Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

8. Termination

This Consortium/ JV Agreement shall be effective from the date hereof and shall continue in full force and effect until first one (1) year of operation from COD.

9. Miscellaneous

This Consortium/ JV Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Consortium/ JV Agreement shall not be amended by the Parties without the prior written consent of TPCODL or GRIDCO.

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

SIGNED, SEALED AND DELIVERED BY THE AUTHORIZED SIGNATORY OF THE RESPECTIVE PARTIES

For and on behalf of Lead Member by:	For and on behalf of Other Member 1 by:	For and on behalf of Other Member 2 by:
---	--	--

Name:	Name:	Name:
Designation:	Designation:	Designation:
Company:	Company:	Company:

In the presence of witnesses:

Name:	Name:
Designation:	Designation:
Company:	Company:

Notes:

1. The mode of the execution of the Consortium/ JV Agreement shall be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. This shall be supported by the power of attorneys along with the board resolutions issued by the respective Companies in favour of the respective authorized signatories to execute this Consortium/ JV Agreement.



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MODEL POWER PURCHASE AGREEMENT (PPA)

FOR PROCUREMENT OF [Project capacity] kW SOLAR POWER ON LONG TERM

BASIS, UNDER COMPONENT- C OF “PMKUSUM SCHEME”

Between

[Name of Solar Power Generator (SPG)]

And

DISCOM/GRIDCO Limited

On

[DD MMM YYYY]

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This Power Purchase Agreement is made on the [Date] day of [Month] of [Year] at Bhubaneswar, Odisha
Between

[Name of the Solar Power Generator], [a/an] [individual farmer/ group of farmers/ cooperatives/ panchayats/ farmer producer organizations/ water user associations/ Developer (sole proprietor/ firm/ company)] incorporated under [relevant act in India. Ex. The Indian Companies Act, 2013], having its registered office at [registered office address] (hereinafter referred to as “**Solar Power Generator or SPG**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the **First Part**;

And

TP...ODL.....
....., having its registered office at
(hereinafter referred to as “**DISCOM**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assignees) as a Party of the **Second Part**;

The SPG and the DISCOM are individually referred to as a ‘**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 22nd July 2019.
- B. MNRE has sanctioned a 10,000 pumps to Odisha vide office memorandum No. 32/54/2018-SPV Division dated 18th May 2022 & 5th August 2022, under the said scheme of 8th March 2019. Further, Energy Department, Government of Odisha has distributed the above target amongst the four DISCOMs vide Letter No 8686 dated 12th September 2022. The DISCOMs have authorized Tata Power Central Odisha Distribution Limited (TPCODL) to initiate a selection process of the SPGs based on which TPCODL decided to go ahead with the procurement process for a capacity of 10,000 pumps with aggregate capacity of 74.10 MW in this phase as per the target given by MNRE, Gol.
- C. TPCODL had completed a selection process for the procurement of energy generated from the grid-connected solar Project based on the terms and conditions contained in the RFP No. [RFP No.] dated [DD MMM YYYY] and its Amendment (if any) along with the Draft Power Purchase Agreement and Draft, Model Lease Agreement and any other documents published or referred by TPCODL related to the selection of SPG.
- D. The SPG has been selected in the process for development, generation and supply of electricity from the [Project Capacity] kW solar Project to be established by SPG at [village] Village, [Revenue Inspector Circle] Revenue Inspector (RI) Circle in [district] District of Odisha State and electricity generated to be fed to the [Name and location of 33/11 kV DISCOM substation, exactly as per the list in the RFP] Sub-station;
- E. **(Insert Name of the DISCOM)** has issued the Letter of Award no. [LoA no.] dated [DD MMM YYYY] in favour of the SPG for the development and establishment of [Project Capacity] kW solar Project as per the terms and conditions contained in the RFP.
- F. The SPG has furnished the Performance Security in the form of a Bank Guarantee in the sum of INR [Insert amount] (Indian Rupees [in words]) only in favour of TPCODL as per the format Annexure 3 (Bank Guarantee), prescribed by GRIDCO.
- G. The SPG has fulfilled the terms and conditions for signing this Power Purchase Agreement as a definitive agreement for establishing the Project;
- H. The Parties have agreed to execute this Power Purchase Agreement, and for generation and supply of electricity by the SPG to GRIDCO.

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

1. ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1. Definitions

The terms used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed thereunder, 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"	shall mean Odisha Electricity Regulatory Commission (OERC);
"DISCOM"	shall mean the DISCOM having the Sub-station is located within its jurisdiction and the name of the various DISCOMs in Odisha are given below: • TP Central Odisha Distribution Limited (TPCODL) • TP Western Odisha Distribution Limited (TPWODL) • TP Southern Odisha Distribution Limited (TPSODL) • TP Northern Odisha Distribution Limited (TPNODL)
"Bill"	shall mean either a Monthly Bill/ Supplementary Bill raised by the SPG;
"Bill Dispute Notice"	shall mean the notice issued by raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the SPG;
"Business Day"	shall mean with respect to SPG and DISCOM, a day other than Sunday or a statutory holiday, on which the banks remain open for business in the State;
"Capacity Utilization Factor" or "CUF"	shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time; However, for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Contracted Capacity; In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project's Contracted Capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8,766)) * 100\%$;
"Change in Law"	shall have the meaning ascribed thereto in Article 12 of this Agreement;
"Commercial Operation Date (COD)"	shall mean the date mentioned in the commissioning certificate as issued upon successful achievement of commercial operation date (as per provisions of this PPA) of the Project;
"Commissioning Committee"	shall consist of representations from Principal Chief Electrical Inspector, DISCOM, SPG, and SPG's representative, as required;
"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;



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"Consents, Clearances and Permits"	shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and/ or supply of energy;
"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 an SPG 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 twelve (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] kW contracted with DISCOM for supply of energy from the Project by the SPG to DISCOM at the Delivery Point;
"Contracted Energy"	shall have the meaning ascribed thereto in Article 4.3.1 of this Agreement;
"Delivery Point"	shall mean the point at the voltage level of 11kV or above of the [Name and location of 33/11 kV DISCOM substation, exactly as per the list in the RFP] Sub-station. Metering shall be done at this interconnection point where the power is injected into the [Name and location of 33 /11 kV DISCOM substation, exactly as per the list in the RFP] Sub-station. For interconnection with grid and metering, the SPG shall abide by the relevant and applicable regulations, Grid Code notified by the State Commission and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed thereunder by the Appropriate Commission or CEA. 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 SPG;
"Dispute"	shall mean any dispute or difference of any kind between DISCOM and the SPG, in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16 of this Agreement;
"Due Date"	shall mean the thirtieth (30 th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by 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 DISCOM;
"Effective Date"	shall have the meaning ascribed thereto in Article 2.1.1 of this Agreement;



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"Electricity Laws"	shall mean the Electricity Act, 2003 and the rules and regulations made thereunder 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 twenty-five (25) years from the COD unless extended by the Parties as per this Agreement;

"Financing Agreements"	shall mean the agreements pursuant to which the SPG has sought financing for the 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 Odisha 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 subdivision 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 SPG in accordance with Article 8 of this Agreement;
"Interconnection Facilities"	shall mean the facilities on SPG'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;
"Indian Rupees ", "INR"	shall mean Indian rupees, the lawful currency of India;
"Joint Meter Reading" or "JMR" or "EBC energy export statement"	shall mean the monthly joint meter reading or Energy Billing Center of DISCOM's energy export statement;
"Land Lease Agreement"	Shall mean the land lease agreement signed between the 'Individual farmer/ Group of farmers/ Cooperatives/ Panchayats/ Farmer Producer Organizations (FPO)/ Water User associations (WUA)' and the 'SPG', in case it is applicable.
"Late Payment Surcharge"	shall have the meaning ascribed thereto in Article 10.3.3 of this Agreement;



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"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"	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 DISCOM to the SPG 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;
"Monthly Bill"	shall have the meaning ascribed thereto in Article 10.2.1 of this Agreement;
"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;
"Project"	shall mean the solar power generation facility of Contracted Capacity of [Insert capacity] kW, located at [village] Village, [Revenue Inspector Circle] Revenue Inspector (RI) Circle [district] District of Odisha State having a separate control system, metering and separate points of injection into the grid at Delivery point of [Name and location of 33 /11 kV DISCOM substation, exactly as per the list in the RFP] Sub-station. 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.



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"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 Project, b) the requirements of Indian Law; and the physical conditions at the site of the Project;
"Rebate"	shall have the same meaning as ascribed thereto in Article 10.3.4 of this Agreement;
"Scheduled Commissioning Date" or "SCD" of the Project	shall mean [Insert date that is nine (9) Months from the Effective Date];
"Sub-station"	shall mean [Name and location of 33/11 kV DISCOM substation, exactly as per the list in the RFP]
"Supplementary Bill"	shall have the meaning ascribed thereto in Article 10.7.1 of this Agreement;
"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;
"Term"	shall have the same meaning as provided for in Article 2.2.1 of this Agreement;
"Termination Notice"	shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement;

2. **ARTICLE 1: TERM OF AGREEMENT**

2.1. **Effective Date**

- 2.1.1. This Agreement shall come into effect from the date of signing of this Agreement 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 Article 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 SPG is free to operate the Project beyond the Expiry Date if other conditions like Land Lease Agreement (as applicable), Consents, Clearances and Permits etc. allow. In such case, unless otherwise agreed by 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 SPG terminates the Agreement, pursuant to Article 13 of this Agreement.

2.4. **Survival**

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

3. **CONDITIONS SUBSEQUENT**

- 3.1. The SPG agrees and undertakes to make Financing Agreements for its Project, execute the Land Lease Agreement (as applicable) and shall provide necessary documents to DISCOM in this regard within six (6) Months from the Effective Date.

4. **CONSTRUCTION & DEVELOPMENT OF THE PROJECT**

4.1. **SPG's Obligations**

- 4.1.1. The SPG undertakes to be responsible, at SPG's own cost and risk, for:
- 4.1.1.1. The SPG shall be solely responsible and make arrangements for land, execution of Financing Agreements and associated infrastructure for development of the Project and for connectivity with the Sub-station for confirming the evacuation of power by the Scheduled Commissioning Date, and all clearances related thereto;
- 4.1.1.2. The SPG shall furnish the necessary documents to establish possession in the name of the SPG of the required land/ Land Lease Agreement (as applicable).

In case of a Land Lease Agreement, the SPG shall make payment of monthly rent directly in advance, by the 5th day of every month, by crediting the same to the lessor's (Individual Farmers or Group of Farmers or Cooperatives or Panchayats or FPO or WUA) bank account as per the Land Lease Agreement until achieving the COD and for the first month of the PPA Term. In this regard, the SPG shall submit the bank receipts to DISCOM by 10th of every month citing that the rent payments are made on or before 5th of every month;

In case of a Land Lease Agreement, the SPG shall make payment of monthly rent through DISCOM in advance, by the 5th day of every month, by crediting the same to the lessor's (Individual Farmers or Group of Farmers or Cooperatives or Panchayats or FPO or WUA) bank account as per the Land Lease Agreement during the PPA Term, except for the first month of PPA Term. In such a case, DISCOM will pay the rent to Lessor on monthly basis from the proceeds payable to the Lessee for the energy supplied by Lessee as per the PPA. In case there is a shortfall of payment for the payment to be made to the Lessor, then the Bidder shall be responsible to make a payment to DISCOM for the equivalent amount thirty (30) Days prior to the due date of payment;

- i. The SPG shall make payment of monthly rent directly in advance, by the 5th day of every month, by crediting the same to the lessor's (Individual Farmers or Group of Farmers or Cooperatives or Panchayats or FPO or WUA) bank account as per the Land Lease Agreement from the date of expiry of PPA term of 25 years until the expiry of lease period (as per the LLA terms and conditions). In this regard, the SPG shall submit the bank receipts to DISCOM by 10th of every month citing that the rent payments are made on or before 5th of every month and this obligation will survive post expiry of the PPA. The provisions of this Article shall survive the termination of this PPA for any reason whatsoever.;

- 4.1.1.3. Obtaining all Consents, Clearances and Permits as required and maintaining all documents throughout the Term of this Agreement;
- 4.1.1.4. Designing, constructing, erecting, commissioning, completing and testing the Project in accordance with the applicable Law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices;
- 4.1.1.5. 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;
- 4.1.1.6. Connecting the Project switchyard with the Interconnection Facilities at the Delivery Point. The SPG shall make adequate arrangements to connect the Project switchyard with the Interconnection Facilities at the Delivery Point;
- 4.1.1.7. Owning the Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 15;
- 4.1.1.8. Fulfilling all obligations undertaken by the SPG under this Agreement;
- 4.1.1.9. The SPG shall be responsible for directly coordinating and dealing with DISCOM, Indian Governmental Instrumentality 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 Law, Grid code, State Regulations.

4.2. **Purchase and sale of Contracted Energy**

- 4.2.1. Subject to the terms and conditions of this Agreement, the SPG undertakes to sell a minimum Contracted Energy [insert energy equivalent to target CUF of 15%] and a maximum Contracted Energy [insert energy equivalent to target CUF of 19%] to DISCOM and DISCOM undertakes to pay Tariff for all the energy supplied at the Delivery Point up to corresponding to the Contracted Capacity as per Article 4.3.1.

4.3. **Right to Contracted Energy**

- 4.3.1. DISCOM, in any Contract Year shall not be obliged to purchase any additional energy from the SPG beyond what is stated in article 4.2.1. If for any Contract Year, except for the first Contract Year and last Contract Year of operation, it is found that the SPG has not been able to generate minimum energy of [insert energy equivalent to target CUF of 15%] kWh, on account of reasons solely attributable to the SPG, the non-compliance by SPG shall make the SPG liable to pay the compensation. For the first Contract Year and last Contract Year of operation, the above limits shall be considered on a pro-rata basis. The lower limit will, however, be relaxable by DISCOM to the extent of grid non-availability for evacuation which is beyond the control of the SPG. This compensation shall be applied to the amount of shortfall in generation during the

Contract Year. The amount of such compensation shall be as determined as per the APPC tariff or the Tariff, whichever is minimum. This compensation shall not be applicable in events of Force Majeure identified under PPA.

For generation in excess of [insert energy equivalent to target CUF of 18.7%] in a particular year shall be first adjusted towards generation compensation against offtake constraints as per article 4.9 and any remaining excess generation will be settled at 75% of applicable tariff.

- 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 SPG will have to forego the excess generation and reduce the output to the Contracted Capacity and shall also have to pay the charges (if applicable) as per applicable regulations.

4.4. Extensions of Time

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

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

the Scheduled Commissioning Date and the Expiry Date shall be deferred, subject to Article 4.4.5, for a reasonable period but not less than 'day for day' basis, to permit the SPG or DISCOM through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the SPG 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 achieving the COD of the Project beyond the Scheduled Commissioning Date for reasons other than those specified in Article 4.4.1 shall be an Event of Default on part of the SPG and shall be subject to the consequences specified in Article 4.5.

4.5. Liquidated Damages not amounting to penalty for delay in Commissioning

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

Delay beyond the Scheduled Commissioning Date up to (& including) the date as on nine (9) months from the Effective Date: The total Performance Bank Guarantee amount shall be encashed on per day basis and proportionate to the balance capacity not achieved COD.

- 4.5.2. The maximum time period allowed for achieving the COD of the full Project Capacity with encashment of Performance Bank Guarantee shall be limited to 11 Months from the

Effective Date. In case, the COD of the Project is delayed beyond 11 Months from the Effective Date, it shall be considered as an SPG Event of Default and provisions of Article 13 shall apply and the Contracted Capacity shall stand reduced/ amended to the Project Capacity Commissioned within 11 Months from the Effective Date and the PPA for the balance Capacity will stand terminated and shall be reduced from the Project Capacity.

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

4.6. **Acceptance/ Performance Test**

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

4.7. **Third-party Verification**

- 4.7.1. The SPG shall be further required to provide entry to the site of the Project free of all encumbrances at all times during the Term of the Agreement to DISCOM and a third party nominated by any Indian Governmental Instrumentality for inspection and verification of the works being carried out by the SPG at the site of the Project.

- 4.7.2. The third-party may verify the construction works/ operation of the Project being carried out by the SPG and if it is found that the construction works/ operation of the Project is not as per the Prudent Utility Practices, it may seek clarifications from SPG or require the works to be stopped or to comply with the instructions of such third-party.

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 SPG would have no right to negotiate or enter into any dialogue with any third party for the sale of Contracted Capacity of power which is the subject matter of this Agreement. It is the specific understanding between the Parties that such bar will apply throughout the entire term of this Agreement.

4.9. **Generation compensation for Off-take constraints**

- 4.9.1. Generation Compensation in offtake constraints due to Grid Unavailability: During the operation of the Project, there can be some periods where the Project can generate power but due to temporary transmission unavailability, the power is not evacuated, for reasons not attributable to the SPG. In such cases, subject to the submission of documentary evidence 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):	Generation Loss = [(Average Generation per hour during the Contract Year) x (number of hours of grid unavailability during the Contract Year)] 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 (hours)

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

- 4.9.2. Offtake constraints due to Backdown: The SPG and DISCOM shall follow the forecasting and scheduling process as per the regulations in this regard by OERC. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), provides for status of “must-run” to solar power projects. Accordingly, no solar power plant, duly commissioned, should be directed to back down by a DISCOM/ Load Dispatch Centre (LDC). In case such eventuality of Backdown arises,

including non-dispatch of power due to non-compliance with “Order No. 23/22/2019-R&R dated 28.06.2019 of Ministry of Power regarding opening and maintaining of adequate Letter of Credit (LC) as payment security mechanism under the Power Purchase Agreements by Distribution Licensees” and any clarifications or amendment thereto, except for the cases where the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the SPG shall be eligible for a Minimum Generation Compensation, from GRIDOC, in the manner detailed below:

Duration of Backdown	Provision for Generation Compensation
Hours of Backdown during a monthly billing cycle.	Minimum Generation Compensation = 100% of [(Average Generation per hour during the month) × (number of backdown hours during the month) × PPA Tariff] Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month

No back-down / curtailment to be ordered without giving formal/ written instruction for the same. The details of back-down / curtailment, including justifications for such curtailment, to be made public by the concerned State Load Dispatch Centre.

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

5. SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION

5.1. Synchronization, Commissioning and Commercial Operation

- 5.1.1. The SPG 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 Project to the Interconnection Facilities.
- 5.1.2. Subject to Article 5.1.1, the Project may be synchronized by the SPG to the Interconnection Facilities when it meets all the connection conditions prescribed in applicable Grid Code then in effect and otherwise meets all other Indian Governmental Instrumentality for synchronization to the Interconnection Facilities.
- 5.1.3. The synchronization equipment and all necessary arrangements/ equipment including Remote Terminal Unit (RTU) for scheduling of power generated from the Project and transmission of data to the concerned authority as per applicable regulation shall be installed by the SPG at its generation facility of the Project at its own cost. The SPG shall synchronize its system with the Interconnection Facilities only after the approval of the synchronization scheme is granted by the head of the concerned substation/ and checking/verification is made by the concerned authorities of DISCOM.
- 5.1.4. The SPG shall immediately after each synchronization/ tripping of generator, inform the Substation of the Interconnection Facilities to which the Project is electrically connected in accordance with the applicable Grid Code. In addition, the SPG will inject in firm power to grid time to time to carry out operational/ functional tests prior to COD. For avoidance of doubt, it is clarified that synchronization/ connectivity of the Project with the Interconnection Facilities shall not be considered as COD of the Project.
- 5.1.5. The SPG shall achieve COD of the Project within nine (9) Months from the Effective Date. Declaration of COD shall only be done upon the successful visit by the Commissioning Committee.
- 5.1.6. The Parties agree that for the purpose of commencement of the supply of electricity by SPG to DISCOM, liquidated damages for delay, etc., the Scheduled Commissioning Date as defined in this Agreement shall be the relevant date.

6. DISPATCH AND SCHEDULING

6.1. **Dispatch and Scheduling**

- 6.1.1. The SPG shall be required to schedule its power as per the applicable regulations of 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 Indian Governmental Instrumentality, applicable Distribution Codes/ Odisha 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 SPG. The SPG shall be responsible for directly coordinating and dealing with DISCOM, State Load Dispatch Center (SLDC), 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 Odisha Grid Code regulations.
- 6.1.2. The SPG shall be responsible for any deviation from scheduling and for any resultant liabilities on account of charges for deviation as per applicable regulations. Deviation Settlement Management (DSM) charges on this account shall be directly paid by the SPG.
- 6.1.3. Auxiliary power consumption will be treated as per the concerned state regulations.

7. **METERING**

7.1. **Meters**

- 7.1.1. For installation of meters, meter testing, meter calibration, meter reading and all matters incidental thereto, the SPG and DISCOM shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, the Odisha Grid Code, as amended and revised from time to time.
- 7.1.2. The SPG shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at SPG's side of the Delivery Point.
- 7.1.3. In addition to ensure compliance of the applicable codes, the SPG shall install main and check meters at the Delivery Point, along with stand-by meter(s) as per the applicable regulations.

7.2. **Reporting of Metered Data and Parameters**

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

8. **INSURANCES**

8.1. **Insurance**

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

8.2. **Application of Insurance Proceeds**

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



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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 Project or any part of the Project shall be applied as per such Financing Agreements.

- 8.2.2. If a Force Majeure Event renders the Project no longer economically and technically viable and the insurers under the Insurances make payment on a "total loss" or equivalent basis, DISCOM shall have claim on such proceeds of such Insurance limited to outstanding dues of DISCOM against SPG.

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

9. **APPLICABLE TARIFF**

- 9.1. The SPG shall be entitled to receive the lowest discovered tariff through this tender, with effect from the COD, for the power sold to DISCOM as reflected in the JMR/ EBC Energy export statement.

10. **BILLING AND PAYMENT**

10.1. **General**

- 10.1.1. From the commencement of supply of power, DISCOM shall pay to the SPG, 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 SPG 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 SPG shall issue to DISCOM, a hard copy of the signed Monthly Bill, for the immediately preceding Month based on the JMR/ EBC energy export statement along with all relevant documents (payments made by SPG for drawl of power, payment of reactive energy charges, Metering charges or any other charges as per regulations of SERC/SLDC, if applicable.)

The Monthly Bill amount shall be the product of the energy as per JMR/ EBC energy export statement and the Applicable Tariff. Energy drawn from the grid will be regulated as per the regulations of Odisha.

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 SPG, as shall have been previously notified by the SPG.
- 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 SPG, will be adjusted from the monthly energy payment.

The SPG shall open a bank account (the "SPG's Designated Account") for all Tariff Payments to be made by DISCOM to the SPG 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 SPG 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 SPG through the Supplementary Bill.

10.3.4. **Rebate**

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

- a. A Rebate of two percent (2%) shall be payable to DISCOM for the payments made within a period of seven working days of the presentation of Bill along with required supporting documents at the office of Chief General Manager (PP), DISCOM.
- b. Any payments made within the Due Date shall be allowed a rebate of one percent (1%).
- c. For the billing purpose, if bill is received by 12:00 Hours, the present date is considered or else billing date.
- 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.

10.4. **Payment Security Mechanism Letter of Credit**

- 10.4.1. DISCOM shall provide to the SPG, 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 SPG 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 SPG, 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:
 - a. for the first Contract Year, equal to the estimated average monthly billing;
 - b. for each subsequent Contract Year, equal to the average of the monthly billing of the previous Contract Year.
- 10.4.3. Provided that the SPG 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 drawl 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 SPG, in writing regarding the 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 SPG 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:
 - a. a copy of the Monthly Bill or Supplementary Bill which has remained unpaid to SPG and;
 - b. a certificate from the SPG 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 DISCOM does not dispute a Monthly Bill or a Supplementary Bill raised by the SPG within

fifteen (15) days of receiving such Bill shall be taken as conclusive.

- 10.5.2. If 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 SPG agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, the SPG 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, including the date on which such payment has been received a refund.
- 10.5.4. If the SPG 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 the Board of DISCOM and SPG 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 that despite a Dispute regarding an invoice, DISCOM shall, without prejudice to its right to Dispute, be under an obligation to make payment of the 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 the Monthly Bills and Supplementary Bills shall be subject to quarterly reconciliation and annual reconciliation at the end of each Contract Year within 30 days to take into account the JMR/ EBC energy export statement, Tariff adjustment payments, 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 SPG and DISCOM shall jointly sign such reconciliation statement. Within fifteen (15) days of signing of a reconciliation statement, the SPG 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. SPG may raise a ("Supplementary Bill") for payment on account of:
- i. Adjustments required in the JMR/ EBC energy export statement (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 SPG to the SPG'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 in the JMR/ EBC energy export statement, 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.

11. **FORCE MAJEURE**

11.1. **Definitions**

- 11.1.1. In this Article, the following terms Affected Party, and Force Majeure, and shall have the following meanings.

11.2. **Affected Party**

- 11.2.1. An affected Party means DISCOM or the SPG 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 unavoidable 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 ionizing 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 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 Project;
- b. Delay in the performance of any contractor, sub-contractor or their agents;
- c. Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
- d. Strikes at the facilities of the Affected Party;
- e. Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- f. Non-performance caused by, or connected with, the Affected Party's:
 - i. Negligent or intentional acts, errors or omissions;
 - ii. Failure to comply with an Indian Law; or

iii. Breach of, or default under this Agreement.

11.5. Notification of Force Majeure Event

11.5.1. The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than fifteen (15) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement.

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.

12. CHANGE IN LAW

12.1. Definitions

In 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 consent, permit or license, not owing to any default of the SPG; or
- v. any change in the rates of any Taxes including any duties and cess or introduction of any new tax made applicable for setting up the Power Project and supply of power from the Power

Project by the SPG which have a direct effect on the Project.

However, Change in Law shall not include

- i. any change in taxes on corporate income or
- ii. any change in any withholding tax on income or dividends distributed to the shareholders of the SPG, or
- iii. any change on account of regulatory measures by the Appropriate Commission.

In the event a Change in Law results in any adverse financial loss/ gain to the SPG then, in order to ensure that the SPG is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the SPG/ 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 SPG or any income to the SPG on account of any of the events as indicated above, SPG shall file an application to the Appropriate Commission no later than sixty (60) days from the occurrence of such event, for seeking approval of Change in Law. In the event of the SPG failing to comply with the above requirement, in case of any gain to the SPG, DISCOM shall withhold the monthly tariff payments on an immediate basis, until compliance of the above requirement by the SPG.

12.2. Relief for Change in Law

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

13. EVENTS OF DEFAULT AND TERMINATION

13.1. SPG 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 SPG 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 SPG assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Project in contravention of the provisions of this Agreement; or
 - b) the SPG transfers or novates any of its rights and/ or obligations under this Agreement, in a manner contrary to the provisions of this Agreement; except where such transfer
 - is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or
 - is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;
 - ii. if (a) the SPG becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding-up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed

against the SPG, or (c) the SPG goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that a dissolution or liquidation of the SPG will not be a SPG Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the SPG and expressly assumes all obligations of the SPG under this Agreement and is in a position to perform them; or

- iii. the SPG repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from DISCOM in this regard; or
- iv. except where due to any DISCOM's failure to comply with its material obligations, the SPG is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the SPG within thirty (30) days of receipt of first notice in this regard given by DISCOM; or
- v. occurrence of any other event which is specified in this Agreement to be a material breach/default of the SPG;

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 SPG 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 SPG is unable to recover the amount outstanding to the SPG 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 SPG in this regard; or
- iii. except where due to any SPG'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 SPG 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 SPG Event of Default

13.3.1. Upon the occurrence and continuation of any SPG Event of Default under Article 13.1, DISCOM shall have the right to deliver to the SPG, with a copy to the representative of the lenders to the SPG with whom the SPG 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 SPG 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 SPG.
- 13.3.5. Subject to the terms of this Agreement, upon occurrence of a SPG 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 SPG by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the SPG and performing the obligations of the SPG. However, in the event the lenders are unable to substitute the defaulting SPG 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 the right of substitution under Article 13.3.5 by an amendment or novation of the PPA in favour of the selectee. The SPG shall cooperate with DISCOM to carry out such substitution and shall have the duty and obligation to continue to operate the Project in accordance with this PPA till such time as the 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 SPG to DISCOM.
- 13.3.7. In the event the lenders are unable to substitute the defaulting SPG with in 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 SPG shall have the right to deliver to DISCOM, an SPG Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.
- 13.4.2. Following the issue of an SPG 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 SPG shall, subject to the prior consent of the SPG, 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 SPG, or if no offer of novation is made by DISCOM within the stipulated period, then the SPG 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 SPG, damages, equivalent to 6 (six) months, or balance PPA Term whichever is less, of charges for its contracted capacity, with the Project assets being retained by the SPG.

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

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.

14. LIABILITY AND INDEMNIFICATION

14.1. Indemnity

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

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

- a. any and all third-party claims against the SPG, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by 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 SPG 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 a 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 of Liability

- 14.4.1. Except as expressly provided in this Agreement, neither the SPG nor its/ their respective officers, directors, agents, employees or affiliates (or their officers, directors, agents or employees), shall be liable or responsible to the other Party or its affiliates, officers, directors, agents, employees, successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of power generation or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of DISCOM, the SPG 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 SPG or any Affiliate of the SPG or any of its officers, directors or shareholders for such claims excluded under this Article. The SPG shall have no recourse against any officer, director or shareholder of 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.

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 lender 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 SPG's rights and obligations under this Agreement in favour of the lenders to the SPG, if required under the Financing Agreements. Provided that, such consent shall not be withheld if 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 SPG 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 SPG to DISCOM. Provided further that, such consent shall not be withheld by the SPG 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 INR 1 Lakh per Transaction as Facilitation Fee (non-refundable) shall be deposited by the SPG to DISCOM.

15.2. Permitted Charges

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

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 Bhubaneswar/ Odisha.

16.2. Amicable Settlement and Dispute Resolution

- 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 defenses, if any, regarding the Dispute; and
 - b. all written material in support of its defenses and counter-claim.
- iii. Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 16
 - a. if the other Party does not furnish any counterclaim or defense under Article 16
 - b. or thirty (30) days from the date of furnishing counterclaims or defense 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.
 - c. 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

- ii. 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.
- iii. The place of arbitration shall be at Bhubaneswar. The language of the arbitration shall be English.
- iv. 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.
- v. The provisions of this Article shall survive the termination of this PPA for any reason whatsoever.
- vi. The award shall be of majority decision.
- vii. 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.

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

17.4. Confidentiality

- 17.4.1. The Parties undertake to hold in confidence this Agreement and not to disclose the terms and conditions of the transaction contemplated hereby to third-parties, except:
 - a. to their professional advisors;
 - b. to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or
 - c. disclosures required under Law, without the prior written consent of the other Party.

17.5. Severability

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

17.6. Notices

- 17.6.1. All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language.
- 17.6.2. If to the SPG, all notices or other communications which are required must be delivered personally or by registered post or facsimile or any other method duly acknowledged to the addresses below:
- Address: [•]
Attention: [•]
Email: [•]
Fax. No.: [•]
Telephone No.: [•]
- 17.6.3. If to 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:
- 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 acknowledgment 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 relevant act in India.

17.9. Restriction of Shareholders / Owners' Liability

- 17.9.1. 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 relevant act in India.

17.10. Taxes and Duties

- 17.10.1. The SPG shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the SPG, contractors or their employees that are required to be paid by the SPG as per the Law in relation to the execution of the Agreement and for supplying power as per the terms of this Agreement.
- 17.10.2. DISCOM shall be indemnified and held harmless by the SPG against any claims that may be made against DISCOM in relation to the matters set out in Article 17.9.1.

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

17.11. Independent Entity

17.11.1. The SPG shall be an independent entity performing its obligations pursuant to the Agreement.

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

17.12. Compliance with Law

17.12.1. 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 thereunder, 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

17.13.1. 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 [SPG]

Name: Designation:

Name: Designation:

Address:

Address:

Signature with seal:

Signature with seal:

Witness: 1.

Witness: 1.

2.

2.

Annexure 1: Details of land

SCHEDULE PROPERTY

All that piece and parcel of Schedule Property is mentioned below:

- Name: [name of Individual Farmers or Group of Farmers or Cooperatives or Panchayats or FPO or WUA]
- Mobile no.: [Mobile no. of Individual Farmers or Group of Farmers or Cooperatives or Panchayats or FPO or WUA]
- AADHAAR no.: [AADHAAR no. (applicable for Individual Farmers or Group of Farmers)]
- Registration details: [Registration no., date of registration, registered under [insert the act under which it is registered] (applicable for Cooperatives or Panchayats or FPO or WUA)]
- Mouja: [mouja name]
- Thana, thana no.: [thana name], [thana no.]
- Tehsil, tehsil no.: [tehsil name], [tehsil no.]
- Panchayat: [panchayat name]
- Village: [village name]
- RI circle: [RI circle name]
- District: [district name]
- Pin code: [6-digit pin code]
- Google coordinate: [for example 20.135172, 85.084869 format]

Khata no.	Plot no.	Kissam	Extent/ rakba of land (in acres)	Current usage (Agriculture/ non-agriculture/ barren)

Note: Please note that this Annexure is a sample format and the Bidder shall provide the above information for each Project applied for an individual substation. In case the Bidder has land spread across 2 different administrative units, for example, in 2 different tehsil or village, then the information shall be provided under separate Annexures.



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Annexure 2: Schedule for minimum Contracted Energy generation for the Project

The year-wise schedule for minimum Contracted Energy generation for the Project is mentioned below:

Contract Year	Minimum Contracted Energy (kWh)@19% CUF
<u>1</u>	
<u>2</u>	
<u>3</u>	
<u>4</u>	
<u>5</u>	
<u>6</u>	
<u>7</u>	
<u>8</u>	
<u>9</u>	
<u>10</u>	
<u>11</u>	
<u>12</u>	
<u>13</u>	
<u>14</u>	
<u>15</u>	
<u>16</u>	
<u>17</u>	
<u>18</u>	
<u>19</u>	
<u>20</u>	
<u>21</u>	
<u>22</u>	
<u>23</u>	
<u>24</u>	
<u>25</u>	



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Annexure 3: Performance Bank Guarantee format

Format for Performance Security

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

(Performance Security shall be submitted in 2 Nos. of Bank Guarantees in the ratio of 20% and 80% value.)

In consideration of the M/s [Insert name of the Successful Bidder] (hereinafter referred to as 'Solar Project Generator or SPG') submitting the response to RFP No. [RFP] dated [DD MMM YYYY] issued by Tata Power Central Odisha Distribution Limited (TPCODL) inter alia for selection of the Project having the capacity of [Capacity] kWp, at [Insert name of the SPP location] for supply of energy therefrom on long term basis to Grid Corporation of Odisha Limited (hereinafter referred to as "DISCOM") and TPCODL considering such response to the RFP (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees), TPCODL issuing an intimation Letter of Award no. [intimation no.] dated [DD MMM YYYY] to [name of SPG] as per terms of RFP and the same having been accepted by the SPG resulting in a Power Purchase Agreement (PPA) to be entered into with DISCOM, for purchase of Delivered Energy from the SPG. As per the terms of the RFP, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to TPCODL at [TPCODL's address] forthwith on demand in writing from TPCODL or any Officer authorized by it in this behalf, any amount up to and not exceeding INR [Amount] (Indian Rupees [in words]) only, on behalf of the SPG.

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

Our liability under this Bank Guarantee is restricted to INR [Amount] (Indian Rupees [in words]) only. Our Bank Guarantee shall remain in force until [insert expiry date in DD MMM YYYY] TPCODL shall be entitled to invoke this Bank Guarantee till [insert claim date in DD MMM YYYY].

The Guarantor Bank hereby agrees and acknowledges that TPCODL shall have the right to invoke this Bank Guarantee in part or in full, as it may deem fit at its branch at Bhubaneswar.

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by the SPG and/ or any other person. The Guarantor Bank shall neither require TPCODL to justify the invocation of this Bank Guarantee, nor shall the Guarantor Bank have any recourse against TPCODL in respect of any payment made hereunder.

This Bank Guarantee shall be interpreted in accordance with the laws of India and the courts at Bhubaneswar shall have exclusive jurisdiction.

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

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

This Bank Guarantee shall be a primary obligation of the Guarantor Bank and accordingly TPCODL shall not be obliged before enforcing this Bank Guarantee to take any action in any court or arbitral



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proceedings against the SPG, to make any claim against or any demand on the SPG or to give any notice to the SPG or to enforce any security held by TPCODL or to exercise, levy or enforce any distress, diligence or other process against the SPG .

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

Signature:

Name: [Name]

Power of Attorney No.: [PoA no.]

For

[Insert name of the Bank]

Email ID of the Bank: [Email id]

Banker's Stamp and Full Address: [Address]

Dated this [DD] day of [MMM], [YYYY]

Witness

1.

Signature

Name and Address

2.

Signature

Name and Address

Note:

1. The stamp paper shall be in the name of the executing bank and of appropriate value of stamp paper.
2. The Performance Security shall be executed by any of the nationalized or scheduled bank in India.



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LEASE AGREEMENT

This **Lease Agreement** entered into on this [Day] day of [Month] month [Year] year ("**Effective Date**") at [Location].

BETWEEN:

[Name of the Lessor - Individual Farmer/ Group of Farmers/ Cooperatives/ Panchayats/ Farmer Producer Organizations/ Water User Associations] (hereinafter referred to as the "**Lessor**", which expression shall, wherever the context so requires or admits, shall mean and include his legal heirs, executors, administrators and assignees successors in interest);

AND:

[Name of the Lessee – Solar Power Generator (SPG)], represented by [Name of the authorized signatory of the Lessee], (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).

The Lessor and Lessee are individually referred to as a 'Party' and collectively referred to as 'Parties'.

- I. **WHEREAS** the Lessor is the owner in possession of the barren/ agricultural/ non-agricultural land measuring [area in acres] acres situated at Panchayat [Panchayat name], Village [Village name], RI Circle [RI Circle name], District [District name] in Odisha which is more fully described in the Schedule hereunder and hereinafter referred to as the "**Schedule Property**" as given in Annexure 1.
- II. **WHEREAS** the Lessee being a [sole proprietor firm/ partnership firm/ company] incorporated under the [relevant act in India], having its registered office at [registered office address] to plan, develop and operate solar energy-based power plant under MNRE Scheme notified on 8th March 2019 and further amendments.
- 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 Schedule Property which is more fully described in Schedule written hereunder and hereinafter referred to as the "**Schedule Property**" for setting up of the [Project capacity - 500 kW to 2,000 MW] kW solar energy based power plant (hereinafter referred to as the "**Project**").

(b) That pursuant to the request of the Lessee, the Lessor has submitted an application under Section 8-A, of The Odisha Land Reforms Act, 1960 for the conversion of the Schedule Property. The Lessee, on behalf of the Lessor, shall presume that the Schedule Property is deemed to have been converted for non-agricultural purposes, in case it is required to convert the land for non-agricultural purposes. However, the Lessee shall be responsible for obtaining the approval for converting the status of the Schedule Property, as per the Applicable Law.
- IV. **WHEREAS** the Lessor and Lessee have mutually determined the lease rent charges as detailed in Article 3 of this Lease Agreement.
- V. **NOW THIS LEASE AGREEMENT 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:



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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 the Project (including associated infrastructure like office, fence etc.) under the MNRE Scheme notified on 8th March 2019 and further amendments.

2. PERIOD OF THE LEASE

The period of this Lease Agreement shall be for twenty-seven (27) years from the Effective Date ("**Lease Period**") 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 a separate lease agreement.

3. RENT

- a) The rent payable by the Lessee to the Lessor for the Schedule Property shall be INR [in number]/- (Indian Rupees [in words]) only per annum per acre for the Lease Period. The portion of the Schedule Property less than one acre shall be calculated in terms of decimal and the rent payable for the same shall be at INR [in number]/- (Indian Rupees [in words]) only per decimal or part thereof, per annum for the Lease Period.
- b) The annual rent shall be paid in twelve (12) equal installments and each installment shall be paid, in advance, by the 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.
- c) The SPG shall make payment of monthly rent directly in advance, by the 5th day of every month, by crediting the same to the lessor's (Individual Farmers or Group of Farmers or Cooperatives or Panchayats or FPO or WUA) bank account as per the Land Lease Agreement until achieving the COD and for the first month of the PPA Term. In this regard, the SPG shall submit the bank receipts to DISCOM by 10th of every month citing that the rent payments are made on or before 5th of every month;
- d) The Lessee shall make payment of monthly rent through DISCOM in line with the Power Purchase Agreement (PPA) signed between the Lessee and DISCOM during the PPA Term, except for the first month of PPA Term. In such a case, DISCOM will pay the rent to Lessor on monthly basis from the proceeds payable to the Lessee for the energy supplied by Lessee as per the PPA. In case there is a shortfall of payment for the payment to be made to the Lessor, then the Bidder shall be responsible to make a payment to DISCOM for the equivalent amount thirty (30) Days prior to the due date of payment.
- e) The SPG shall make payment of monthly rent directly in advance, by the 5th day of every month, by crediting the same to the lessor's (Individual Farmers or Group of Farmers or Cooperatives or Panchayats or FPO or WUA) bank account as per the Land Lease Agreement from the date of expiry of PPA term of 25 years (as per the PPA terms and conditions) until the expiry of Lease Period. In this regard, the SPG shall submit the bank receipts to DISCOM by 10th of every month citing that the rent payments are made on or before 5th of every month and this obligation will survive post expiry of the PPA term of 25 years;
- f) The rent hereby reserved shall be paid by enhancing the same at the end of every [●] year(s), at [●%] or [INR in amount] on the rent hereby agreed.
- g) If the Lessee delays the payment of rent by the 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.



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- h) The monthly rent schedule is attached in Annexure 2 (Rent Schedule).

4. GENERAL TERMS

- a) In consideration of the rent herein agreed as payable to the Lessor being paid by the Lessee through DISCOM regularly and on complying with 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.
- b) The Lessor shall allow the Lessee or its representatives to conduct a survey and other related work.
- c) The Lessor has no objections for the Lessee to establish the Project in the Schedule Property, which is the purpose of the grant of this lease and to that effect, the Lessee entering into any agreements, deeds with companies, individuals, developers/ third party, etc. in respect of the Schedule Property.
- d) The Lessor has no objections for the Lessee or its representatives for installation of machinery, equipment, etc. to establish the Project 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 LESSOR

- a) In the event of the Lessor 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 Lessor shall inform the Lessee about the acquiring of the right/ interest in respect of the Schedule Property and on receipt of such information, the Lessee shall accept such Person's lessorship of the Schedule Property and obtain a written confirmation from such Person to the effect that he will be bound by the terms of the Lease Agreement.
- b) In the event of the Lessor 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 Person to the effect that the Person will be bound by the terms and conditions of the Lease Agreement for the balance Lease Period or for using the said documents for renewal of the lease agreement, if required mutually by the parties.
- c) During the subsistence of the Lease Agreement, the Lessor shall not carry any activity, in the Schedule Property, other than those agreed in this Lease Agreement;
- d) The change in the legal status of the Lessee shall not affect the terms and conditions of this Lease Agreement.
- e) Two (2) original Lease Agreements shall be made for the Lessee and the Lessor.
- f) In the event of any dispute in respect of the Schedule Property, 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 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 favor 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.



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- h) The Lessor shall pay all the tax/ any other statutory or other charges, as applicable, in respect of the Schedule Property during the Lease Period or extended lease period, if applicable.

6. PAYMENT OF STAMP DUTY AND REGISTRATION CHARGES:

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

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 acknowledgment or sent by registered post acknowledgment due to the following address or the address that may be intimated in writing to the Lessee by the Lessor from time to time or email post an acknowledgment:

LESSOR'S:

Name of the contact person: [•]
Designation of the contact person: [•]
Address: [•]
Email: [•]
Contact no.: [•]

LESSEE'S:

Name of the contact person: [•]
Designation of the contact person: [•]
Address: [•]
Email: [•]
Contact no.: [•]

9. LESSOR'S DUTIES, COVENANTS, AND OBLIGATIONS

- a) The Lessor hereby covenants with the Lessee that the Lessee regularly paying 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 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 Lease Period 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 cooperation to the Lessee in its process to obtain required permissions, approvals, clearances, etc., from any statutory authority or other local bodies for the purpose of obtaining and license, permissions, etc., for installation of the Project. However, obtaining such permissions, approvals, clearances, etc., shall be the sole responsibility of Lessee.



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10. LESSEE'S COVENANT AND OBLIGATIONS

The Lessee hereby covenants with the Lessor as under:

- a) The Schedule Property shall be utilized for the purpose, as mentioned under Article 0;
- b) The Lessee shall pay the rents regularly and promptly, as mentioned under Article 3.

11. TERMINATION AND RE-ENTRY

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

- a) by efflux of time;
- b) in the event of breach by either Party of the terms, conditions and covenants hereof;
- c) if the Schedule Property or any part thereof is severely damaged or destroyed due to any unforeseen circumstances or Force Majeure situation, etc., and these damages are not restored to by the Lessor within a reasonable time or if the demised premises is acquired compulsorily by any authority (in this case, the Lessee will have the recourse of arbitration against such authority);
- d) After the expiry of the Lease Period, the Lessee shall handover the Schedule Property to the Lessor as it existed previously at the time of this Lease Agreement (subject to normal wear and tear). The Lessee will ensure that the Project after the 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed of in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time, failing which the cost of restoring the Schedule Property to the previously existing condition will be recovered by the Lessor from the proceeds payable to the Lessee in lieu of energy supplied by Lessee as per the Power Purchase Agreement.
- e) If the PPA signed between the Lessee and DISCOM is terminated due to any reasons whatsoever.

12. VARIATION:

The Lessor and the Lessee hereto acknowledge that this Lease Agreement supersedes all prior communications between them including all oral or written proposals. Any variation, addition and modifications of this Lease 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 Odisha, preferably at Bhubaneswar/ Cuttack, and shall be in English Language.



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- b) This Lease Agreement shall be governed by the laws of India. The Courts at Odisha 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.

Signed and delivered by the Lessor

Signed and delivered by the Lessor

Signature:
Name of the Authorized Signatory:
Date:

Signature:
Name of the Authorized Signatory:
Date:

Witnesses:

Witnesses:

In the presence of:

In the presence of:

1.

1.

Signature:
Name:
Designation:

Signature:
Name:
Designation:

2.

2.

Signature:
Name:
Designation:

Signature:
Name:
Designation:



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Annexure 1 (SCHEDULE PROPERTY)

All that piece and parcel of Schedule Property is mentioned below:

- Name: [name of Individual Farmers or Group of Farmers or Cooperatives or Panchayats or FPO or WUA]
- Mobile no.: [Mobile no. of Individual Farmers or Group of Farmers or Cooperatives or Panchayats or FPO or WUA]
- AADHAAR no.: [AADHAAR no. (applicable for Individual Farmers or Group of Farmers)]
- Registration details: [Registration no., date of registration, registered under [insert the act under which it is registered] (applicable for Cooperatives or Panchayats or FPO or WUA)]
- Mouja: [mouja name]
- Thana, thana no.: [thana name], [thana no.]
- Tehsil, tehsil no.: [tehsil name], [tehsil no.]
- Panchayat: [panchayat name]
- Village: [village name]
- RI circle: [RI circle name]
- District: [district name]
- Pin code: [6-digit pin code]
- Google coordinate: [for example 20.135172, 85.084869 format]

Khata no.	Plot no.	Kissam	Extent/ rakba of land (in acres)	Current usage (Agriculture/ non-agriculture/ barren)

Note: Please note that this Annexure is a sample format and the Bidder shall provide the above information for each Project applied for an individual substation. In case the Bidder has land spread across 2 different administrative units, for example, in 2 different tehsil or village, then the information shall be provided under separate Annexures.



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Annexure 2 (RENT SCHEDULE)

The annual and monthly rent schedule is attached below:

Year count	Annual rent (INR)	Monthly rent (INR)
Year 1		
Year 2		
...		
...		
Year 26		
Year 27		

CONFIDENTIAL



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DEFINITIONS AND INTERPRETATIONS

Definition/ acronym	Description
"Applicable Law"	shall mean all laws, bye-laws, statutes, treaties, ordinances, rules, policies, regulations applicable in India and the state of Odisha along with amendments, re-enactments, revisions, applications and adaptations thereto made from time to time and in force and effect, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, notifications, guidelines, circulars, orders and interpretations of any Government orders, court or statutory or other body having jurisdiction over the performance of the Scope of Work including applicable permits, as may be in effect at the time of performance of the Scope of Work, provided, however, that if at any time the Applicable Laws are less stringent than the standards set forth in the RFP hereto, the standard set forth in this RFP here to, shall be deemed to be the standards under Applicable Laws
"Effective Date"	shall mean the date of signing of this Lease Agreement
" DISCOM"	shall mean Grid Corporation of Odisha Limited
"INR"	shall mean Indian Rupees
"kW"	shall mean kilo-Watt
"MNRE"	shall mean Ministry of New and Renewable Energy
"Lease Agreement"	shall mean this lease agreement including its recitals and schedules, amended or modified from time to time in accordance with the terms hereof
"Lease Period"	shall have the meaning ascribed thereto in Article 2 of this Lease Agreement
"Person"	shall mean any sole proprietor firm/ partnership firm/ company/ limited liability partnership/ limited liability company thereof, and their successors or permitted assigns
"Power Purchase Agreement"	shall mean the power purchase agreement signed/ to be signed between the Lessee and DISCOM
"Project"	shall have the meaning ascribed thereto in Recital 3 a) of this Lease Agreement
"RFP"	shall mean Request for Proposal
"Schedule Property"	shall have the meaning ascribed thereto in Schedule (Schedule Property) of this Lease Agreement
"SPG"	shall mean Solar Power Generator as defined in the PPA and RFP



NIT No.: TPCODL/P&S/1000000494/23-24

PREFERENTIAL NORMS FOR PROCUREMENT FROM MSMEs REGISTERED IN THE STATE OF ODISHA

1. Tender Fees

To participate in the tender, MSMEs registered in the State of Odisha shall pay Rs.1,000/- including GST towards cost of tender paper.

2. Earnest Money Deposit (EMD)

EMD shall be exempted for MSME registered in the State of Odisha. However, Bidder shall be barred to participate in the tendering process for a period of 2 years in case it backs out post award of the contract.

3. Qualification Requirement for Open Tenders

Qualification Requirement of Financial Turnover for MSME registered in the State of Odisha shall be reduced to 20% of the existing criteria.

For past experience, instead of relying on the volumes / value of earlier Supplies / Projects, assessment of the Bidder shall be done on the basis of feedback from Customers. Past performance experience at Tata Power and its Group Companies shall supersede feedback from other Customers.

4. Reservation for MSME

It shall be mandatory to procure at least 20% of the total volume of the procurement from MSME registered in the State of Odisha (however, it shall not apply where goods/services are not available with the MSME), subject to matching L1 discovered prices and meeting technical specifications including quality requirements.

5. Performance Bank Guarantees

Performance Bank Guarantee for MSME registered in the State of Odisha shall be 25% of the value normally prescribed.



NIT No.: TPCODL/P&S/1000000494/23-24

TPCODL										
Sl. No.	Name of the PSS	Name of the Section	No of feeders	Name of the feeders	No of active pump consumers	Total pump load (kW)	Approx. Annual consumption for pumping (kWh)	Capacity eligible for CFA @19% CUF(kW)	Approx. corresponding DC of solar Power plant (MW)	Approx. Land requirement (Acre)
1	Anandpur	Boinda	4	Ghodabandhuni	13	48	135432	81	0.09	0.4
				Krutibasapur	14	37	104069	63	0.07	0.3
				Kutulsingha	39	140	397742	239	0.27	1
				Thakurgarh	45	154	439085	264	0.3	1
				Sub total	111	379	1076328	647	0.74	3
2	Boinda	Boinda	6	Boinda Local	5	10	28512	17	0.02	0.08
				Handapa	68	166	471874	284	0.32	1.29
				Jamunali	42	98	277992	167	0.19	0.76
				Luhamundi	61	166	471874	284	0.32	1.29
				Paiksahi	29	68	192456	116	0.13	0.53
				Sanahulla	36	101	286546	172	0.2	0.79
				Sub total	241	609	1729254	1039	1.2	4.74
3	Chendipada	Chendipada	5	Chendipada	2	5	14256	9	0.01	0.04
				Bahalasahi	120	400	1140480	685	0.78	3.12
				Dubanali	225	671	1913155	1149	1.31	5.24
				Bagedia	69	242	689990	415	0.47	1.89
				Pipalbahal	30	118	336442	202	0.23	0.92
				Sub total	446	1436	4094323	2460	2.8	11.22
4	Bantala	Banatala	5	Bantala	420	1623	4627498	2780	3.17	12.68
				Khinda	187	773	2203008	1324	1.51	6.04
				Panchmahala	14	78	223791	134	0.15	0.61
				Sabalabhinaga	56	213	606963	365	0.42	1.66
				Sarangapur	4	17	48470	29	0.03	0.13
				Sub total	681	2704	7709730	4632	5.28	21.12
5	RCMS	Banatala	1	RE2	81	415	1184246	712	0.81	3.24
				Sub total	81	415	1184246	712	0.81	3.24
TPCODL Total			21		1560	5543	15793881	9489.23	10.82 (MW)	43.27



NIT No.: TPCODL/P&S/1000000494/23-24

TPSODL										
Sl. No.	Name of the PSS	Name of the Section	No of feeders	Name of the feeders	No of active pump consumers	Total pump load (kW)	Approx. Annual consumption for pumping (kWh)	Capacity eligible for CFA @19% CUF(kW)	Approx. corresponding DC of solar Power plant (MW)	Approx. Land requirement (Acre)
1	PANDIA	ESO TARATARINI	1	PANDIA	143	440	1284800	772	0.88	4
2	PADMAPUR (LAUGUDA)	ESO PADMAPUR	1	GUDIABANDHA	35	141	411720	247	0.28	1
3	GUDARI	ESO GUDARI	1	MK RAI	83	325	949000	570	0.65	3
4	BAGDERI	ESO KUNDRA	1	DANGARAPAUSI	134	485	1416200	851	0.97	4
5	KALIAGAON	ESO JYP NO.2	1	GHATABAGRA	103	478	1395760	839	0.96	4
6	BOIPARIGUDA	ESO BAIPARIGUDA	1	RAMAGIRI (BOIPARIGUDA)	103	370	1080400	649	0.74	3
7	KOTPAD	ESO KOTPAD	1	GIRLA	74	270	788400	474	0.54	2
8	KOTPAD	ESO KOTPAD	1	SADARANGA	100	520	1518400	912	1.04	4
9	MV 79	ESO KALIMELA	1	MOTU	116	450	1314000	789	0.9	4
10	SANAMASIGAON	ESO NABARANGPUR RURAL	1	BADAMASIGAON	57	285	832200	500	0.57	2
11	RAIGHAR	ESO RAIGHAR	1	KUNDAI	77	385	1124200	675	0.77	3
12	KOSAGUMUDA	ESO KOSAGUMUDA	1	TEMARA	56	280	817600	491	0.56	2
13	CHUTIAGUDA	ESO NABARANGPUR RURAL	1	JAMUGUDA	40	200	584000	351	0.4	2
14	KOSAGUMUDA	ESO KOSAGUMUDA	1	KOSAGUMUDA TOWN	44	220	642400	386	0.44	2



NIT No.: TPCODL/P&S/1000000494/23-24

TPSODL										
Sl. No.	Name of the PSS	Name of the Section	No of feeders	Name of the feeders	No of active pump consumers	Total pump load (kW)	Approx. Annual consumption for pumping (kWh)	Capacity eligible for CFA @19% CUF(kW)	Approx. corresponding DC of solar Power plant (MW)	Approx. Land requirement (Acre)
15	MANAMUNDA	ESO MANAMUNDA	1	DAPALA	223	728	2125760	1277	1.46	6
16	ASURABANDHA	ESO SORODA	1	ASURABANDHA	39	139	405880	244	0.28	1
17	HINJILICUT	ESO HINJILICUT	1	PUTIAPDAR	84	289	843880	507	0.58	2
18	PODINGI	ESO PITALA	1	BURUPADA	51	140	408800	246	0.28	1
19	BUGUDA	ESO BUGUDA	1	KARCHULLI	106	375	1095000	658	0.75	3
20	BAULAGAON	ESO CHHATRAPUR-II	1	BADAMADHAPUR	32	122	356240	214	0.24	1
TPSODL Total			20		1700	6642	19394640	11652	13.29 (MW)	54



NIT No.: TPCODL/P&S/1000000494/23-24

TPWODL										
Sl. No.	Name of the PSS	Name of the Section	No of feeders	Name of the feeders	No of active pump consumers	Total pump load (kW)	Approx. Annual consumption for pumping (kWh)	Capacity eligible for CFA @19% CUF(kW)	Approx. corresponding DC of solar Power plant (MW)	Approx. Land requirement (Acre)
1	Tusura	Tusura	6		829	3269.5	4021488	2416	2.75	11
2	BANDHOPALA PSS	BANDHOPALA PSS	1		620	2500	15900000	9553	10.89	43.6
3	NARLA PSS	NARLA PSS	1		420	1900	13452000	8082	9.21	36.9
4	KHAPARAKHOL	KHAPARAKHOL	1		470	1300	4745000	2851	3.25	13
5	Kanut	Kanut	3		385	1570	5730500	3443	3.93	15.7
6	KURUMPURI	SILATI	1		750	2500	6375000	3830	4.37	17.5
7	Bhatli	Bargarh	6		1434	4398	418986	252	0.29	1.1
8	Raisobha	Bargarh	2		619	1866	170073	102	0.12	0.5
9	Udeipali	Bargarh	1		477	1443	127652	77	0.09	0.3
TPWODL Total			22		6004	20746.5	50940699	30606	34.9 (MW)	139.6



NIT No.: TPCODL/P&S/1000000494/23-24

TPNODL										
Sl. No.	Name of the PSS	Name of the Section	No of feeders	Name of the feeders	No of active pump consumers	Total pump load (kW)	Approx. Annual consumption for pumping (kWh)	Capacity eligible for CFA @19% CUF(kW)	Approx. correspondin g DC of solar Power plant (MW)	Approx . Land require ment (Acre)
1	BASTA	ESO BASTA NO-I	1	AMARDA	85	306	892860	536	0.61	2.4
2	JAMSULI	ESO JAMSULI	1	PAUSHKULI	87	182	531933	320	0.36	1.5
3	RAJGHAT	ESO RAJGHAT	1	CHASIPADA	50	209	608878	366	0.42	1.7
4	SITADIHA(SI AYILIA)	ESO JAMSULI	1	KHAPARAPADA	46	65	188959	114	0.13	0.5
5	(REAYUNA)BI DYADHARPU R	ESO REAYUNA	1	REMUNA	92	288	842321	506	0.58	2.3
6	BERAHAAYP UR	ESO BARAAYPUR	1	GOHIRA	81	320	933048	561	0.64	2.6
7	RUPSA	ESO RUPSA	1	AYALLISAHI	73	264	771111	463	0.53	2.1
8	BHOGRAI PSS	ESO BHOGRAI	1	BHOGARAI FEEDER	75	279	814035	489	0.56	2.2
9	DEHURDA,JE D	ESO DEHURDA	1	ALLALBINDHA	84	319	930411	559	0.64	2.5
10	JAGANNATH PUR	ESO BHOGRAI	1	NIAYATPUR	70	414	1207706	726	0.83	3.3
11	KAMARDA	ESO KAMARDA-I	1	KAMARDA HQR	82	377	1100259	661	0.75	3
12	KAMARDA	ESO KAMARDA-I	1	KUSUDA	69	284	830609	499	0.57	2.3
13	NAMPO PSS	ESO NAMPO	1	SUGO	78	460	1320028	793	0.9	3.6
14	BAHANAGA	ESO BAHANAGA	1	BAHANANGA	74	172	501656	301	0.34	1.4
15	BISHNUPUR (JHADTA)	ESO GOPALPUR	1	BISHNUPUR	69	304	888883	534	0.61	2.4



NIT No.: TPCODL/P&S/1000000494/23-24

TPNODL										
Sl. No.	Name of the PSS	Name of the Section	No of feeders	Name of the feeders	No of active pump consumers	Total pump load (kW)	Approx. Annual consumption for pumping (kWh)	Capacity eligible for CFA @19% CUF(kW)	Approx. corresponding DC of solar Power plant (MW)	Approx . Land requirement (Acre)
16	ANLA(AYERDA) PSS	ESO BAISINGA	1	KHADIKAPADA	61	172	502871	302	0.34	1.4
17	GAON AAYARDA	ESO AYORODA	1	TAMBAKHARI	75	217	632390	380	0.43	1.7
18	MANITREE	ESO MANATRI	1	MANAGOVINDPUR	64	183	535061	321	0.37	1.5
19	ASURALI	ESO ASURALI	1	DHUSURI	37	127	369380	222	0.25	1
20	CHHAYALSINGH	ESO BONTH	1	ODANGA	35	129	377696	227	0.26	1
21	DHAAYNAGARCHHAKA	ESO BHANDARI POKHARI-II	1	BHANDARIPOKHARI	33	132	385440	232	0.26	1.1
22	PANIKOILI	ESO PANIKOILI	1	NATHASAH	79	348	1015193	610	0.7	2.8
23	BOULANGA	ESO AYANGALPUR	1	MANGALPUR	68	387	1128784	678	0.77	3.1
24	BARI	ESO BARI NO-I	1	ATIRA	72	479	1400117	841	0.96	3.8
25	CHITRAKULA (BARABATI)	ESO KUAKHIA	1	BARABATI	16	101	294920	177	0.2	0.8
26	KUAKHIA	ESO KUAKHIA	1	HARIPUR	35	282	823761	495	0.56	2.3
27	CHHENAPADI (ODSSP)	ESO HATADIHI	1	AYUGUPUR	20	58	169360	102	0.12	0.5
28	HARICHANDANPUR	ESO HARICHANDANPUR	1	BADAPALASPAL	31	138	402142	242	0.28	1.1



NIT No.: TPCODL/P&S/1000000494/23-24

TPNODL										
Sl. No.	Name of the PSS	Name of the Section	No of feeders	Name of the feeders	No of active pump consumers	Total pump load (kW)	Approx. Annual consumption for pumping (kWh)	Capacity eligible for CFA @19% CUF(kW)	Approx. corresponding DC of solar Power plant (MW)	Approx . Land requirement (Acre)
29	RAAYACHAN DRAPUR	ESO RAAYCHANDRA PUR	1	SALADEI	69	160	466895	281	0.32	1.3
30	CHAMPUA	ESO CHAMPUA	1	ADHANGAPAL	46	413	1206591	725	0.83	3.3
TPNODL Total			30		1856	7569	22073298	13263	15.12 (MW)	60.5
ALL DISCOM TOTAL			93		11120	40500.5	108202518	65010.23	74.13 (MW)	297.37



EOI No.: TPCODL/P&S/1000000494/24-25/EOI

KUSUM-A LIST of 33/11KV Substations

Sl. No.	Name of the PSS	Name of the Section	No of feeders	Name of the feeders	No of active pump consumers	Total pump load (kW)	Approx. Annual consumption for pumping (kWh)	Capacity eligible for CFA @19% CUF(kW)	Approx. corresponding DC of solar Power plant (MW)	Approx. Land requirement (Acre)
TPCODL										
1	Anandpur	Boinda	4	Ghodabandhuni	13	48	135432	81	0.09	0.4
				Krutibaspur	14	37	104069	63	0.07	0.3
				Kutulsingha	39	140	397742	239	0.27	1
				Thakurgarh	45	154	439085	264	0.3	1
				Sub total	111	379	1076328	647	0.74	3
2	Boinda	Boinda	6	Boinda Local	5	10	28512	17	0.02	0.08
				Handapa	68	166	471874	284	0.32	1.29
				Jamunali	42	98	277992	167	0.19	0.76
				Luhamundi	61	166	471874	284	0.32	1.29
				Paiksahi	29	68	192456	116	0.13	0.53
				Sanahulla	36	101	286546	172	0.2	0.79
				Sub total	241	609	1729254	1039	1.2	4.74
3	Chendipada	Chendipada	5	Chendipada	2	5	14256	9	0.01	0.04
				Bahalasahi	120	400	1140480	685	0.78	3.12
				Dubanali	225	671	1913155	1149	1.31	5.24
				Bagedia	69	242	689990	415	0.47	1.89
				Pipalbahal	30	118	336442	202	0.23	0.92
				Sub total	446	1436	4094323	2460	2.8	11.22
4	RCMS	Banatala	1	RE2	81	415	1184246	712	0.81	3.24



EOI No.: TPCODL/P&S/1000000494/24-25/EOI

Sl. No.	Name of the PSS	Name of the Section	No of feeders	Name of the feeders	No of active pump consumers	Total pump load (kW)	Approx. Annual consumption for pumping (kWh)	Capacity eligible for CFA @19% CUF(kW)	Approx. corresponding DC of solar Power plant (MW)	Approx. Land requirement (Acre)
				Sub total	81	415	1184246	712	0.81	3.24
	TPCODL Total		16		879	2839	8084151	4858	5.55	22.2
TPSODL										
Sl. No.	Name of the PSS	Name of the Section	No of feeders	Name of the feeders	No of active pump consumers	Total pump load (kW)	Approx. Annual consumption for pumping (kWh)	Capacity eligible for CFA @19% CUF(kW)	Approx. corresponding DC of solar Power plant (MW)	Approx. Land requirement (Acre)
1	PANDIA	ESO TARATARINI	1	PANDIA	143	440	1284800	772	0.88	4
2	PADMAPUR (LAUGUDA)	ESO PADMAPUR	1	GUDIABANDHA	35	141	411720	247	0.28	1
3	GUDARI	ESO GUDARI	1	MK RAI	83	325	949000	570	0.65	3
4	BAGDERI	ESO KUNDRA	1	DANGARAPAU S I	134	485	1416200	851	0.97	4
5	MV 79	ESO KALIMELA	1	MOTU	116	450	1314000	789	0.9	4
6	SANAMASIGAON	ESO NABARANGPUR RURAL	1	BADAMASIGAO N	57	285	832200	500	0.57	2
7	RAIGHAR	ESO RAIGHAR	1	KUNDAI	77	385	1124200	675	0.77	3
8	CHUTIAGUDA	ESO NABARANGPUR RURAL	1	JAMUGUDA	40	200	584000	351	0.4	2
9	KOSAGUMUDA	ESO KOSAGUMUDA	1	KOSAGUMUDA TOWN	44	220	642400	386	0.44	2



EOI No.: TPCODL/P&S/1000000494/24-25/EOI

Sl. No.	Name of the PSS	Name of the Section	No of feeders	Name of the feeders	No of active pump consumers	Total pump load (kW)	Approx. Annual consumption for pumping (kWh)	Capacity eligible for CFA @19% CUF(kW)	Approx. corresponding DC of solar Power plant (MW)	Approx. Land requirement (Acre)
10	MANAMUNDA	ESO MANAMUNDA	1	DAPALA	223	728	2125760	1277	1.46	6
11	ASURABANDHA	ESO SORODA	1	ASURABANDHA	39	139	405880	244	0.28	1
12	HINJILICUT	ESO HINJILICUT	1	PUTIAPDAR	84	289	843880	507	0.58	2
13	PODINGI	ESO PITALA	1	BURUPADA	51	140	408800	246	0.28	1
14	BUGUDA	ESO BUGUDA	1	KARCHULLI	106	375	1095000	658	0.75	3
15	BAULAGAON	ESO CHHATRAPUR-II	1	BADAMADHAPUR	32	122	356240	214	0.24	1
TPSODL Total			15		1264	4724	13794080	8287	9.45	39
TPWODL										
Sl. No.	Name of the PSS	Name of the Section	No of feeders	Name of the feeders	No of active pump consumers	Total pump load (kW)	Approx. Annual consumption for pumping (kWh)	Capacity eligible for CFA @19% CUF(kW)	Approx. corresponding DC of solar Power plant (MW)	Approx. Land requirement (Acre)
1	Tusura	Tusura	6		829	3269.5	4021488	2416	2.75	11
2	KHAPARAKHOL	KHAPARAKHOL	1		470	1300	4745000	2851	3.25	13
3	Kanut	Kanut	3		385	1570	5730500	3443	3.93	15.7
4	Bhatli	Bargarh	6		1434	4398	418986	252	0.29	1.1
5	Raisobha	Bargarh	2		619	1866	170073	102	0.12	0.5
6	Udeipali	Bargarh	1		477	1443	127652	77	0.09	0.3
TPWODL Total			19		4214	13846.5	15213699	9141	10.43	41.6
TPNODL										



EOI No.: TPCODL/P&S/1000000494/24-25/EOI

Sl. No.	Name of the PSS	Name of the Section	No of feeders	Name of the feeders	No of active pump consumers	Total pump load (kW)	Approx. Annual consumption for pumping (kWh)	Capacity eligible for CFA @19% CUF(kW)	Approx. corresponding DC of solar Power plant (MW)	Approx. Land requirement (Acre)
Sl. No.	Name of the PSS	Name of the Section	No of feeders	Name of the feeders	No of active pump consumers	Total pump load (kW)	Approx. Annual consumption for pumping (kWh)	Capacity eligible for CFA @19% CUF(kW)	Approx. corresponding DC of solar Power plant (MW)	Approx. Land requirement (Acre)
1	BASTA	ESO BASTA NO-I	1	AMARDA	85	306	892860	536	0.61	2.4
2	JAMSULI	ESO JAMSULI	1	PAUSHKULI	87	182	531933	320	0.36	1.5
3	RAJGHAT	ESO RAJGHAT	1	CHASIPADA	50	209	608878	366	0.42	1.7
4	SITADIHA(SIAYILIA)	ESO JAMSULI	1	KHAPARAPADA	46	65	188959	114	0.13	0.5
5	(REAYUNA)BIDYADHARPUR	ESO REAYUNA	1	REMUNA	92	288	842321	506	0.58	2.3
6	BERAHAAYPUR	ESO BARAAYPUR	1	GOHIRA	81	320	933048	561	0.64	2.6
7	RUPSA	ESO RUPSA	1	AYALLISAH	73	264	771111	463	0.53	2.1
8	BHOGRAI PSS	ESO BHOGRAI	1	BHOGRAI FEEDER	75	279	814035	489	0.56	2.2
9	DEHURDA,,JED	ESO DEHURDA	1	ALLALBINDHA	84	319	930411	559	0.64	2.5
10	JAGANNATHPUR	ESO BHOGRAI	1	NIAYATPUR	70	414	1207706	726	0.83	3.3
11	KAMARDA	ESO KAMARDA-I	1	KAMARDA HQR	82	377	1100259	661	0.75	3
12	KAMARDA	ESO KAMARDA-I	1	KUSUDA	69	284	830609	499	0.57	2.3
13	BAHANAGA	ESO BAHANAGA	1	BAHANANGA	74	172	501656	301	0.34	1.4
14	BISHNUPUR (JHADTA)	ESO GOPALPUR	1	BISHNUPUR	69	304	888883	534	0.61	2.4
15	ANLA(AYERDA) PSS	ESO BAISINGA	1	KHADIKAPADA	61	172	502871	302	0.34	1.4
16	GAON AAYARDA	ESO AYORODA	1	TAMBAKHARI	75	217	632390	380	0.43	1.7



EOI No.: TPCODL/P&S/1000000494/24-25/EOI

Sl. No.	Name of the PSS	Name of the Section	No of feeders	Name of the feeders	No of active pump consumers	Total pump load (kW)	Approx. Annual consumption for pumping (kWh)	Capacity eligible for CFA @19% CUF(kW)	Approx. corresponding DC of solar Power plant (MW)	Approx. Land requirement (Acre)
17	MANITREE	ESO MANATRI	1	MANAGOVINDPUR	64	183	535061	321	0.37	1.5
18	ASURALI	ESO ASURALI	1	DHUSURI	37	127	369380	222	0.25	1
19	CHHAYALSINGH	ESO BONTH	1	ODANGA	35	129	377696	227	0.26	1
20	DHAAYNAGARCHHAKA	ESO BHANDARI POKHARI-II	1	BHANDARIPOKHARI	33	132	385440	232	0.26	1.1
21	PANIKOILI	ESO PANIKOILI	1	NATHASAHI	79	348	1015193	610	0.7	2.8
22	BOULANGA	ESO AYANGALPUR	1	MANGALPUR	68	387	1128784	678	0.77	3.1
23	CHITRAKULA(BARABATI)	ESO KUAKHIA	1	BARABATI	16	101	294920	177	0.2	0.8
24	KUAKHIA	ESO KUAKHIA	1	HARIPUR	35	282	823761	495	0.56	2.3
25	CHHENAPADI (ODSSP)	ESO HATADIHI	1	AYUGUPUR	20	58	169360	102	0.12	0.5
26	HARICHANDANPUR	ESO HARICHANDANPUR	1	BADAPALASPAL	31	138	402142	242	0.28	1.1
27	RAAYACHANDRAPUR	ESO RAAYCHANDRAPUR	1	SALADEI	69	160	466895	281	0.32	1.3
TPNODL Total				27	1660	6217	18146562	10904	12.43	49.8
ALL DISCOM TOTAL				77	8017	27626.5	55238492	33190	37.86	152.6

Tender No: TPCODL/P&S/1000000494/23-24					
Tender Name: KUSUM C					
Replies to Pre-Bid Query					
Sr No	Page No	Clause No	RFP Clause	Query/ Clarification Sought	TPCODL Response
1		General		The tender document in one place puts it as 12 months from the date of issuance of LOA and in another place as 9 months from the effective date	9 months from the date of signing of the PPA
2		General		Is SPV or special purpose vehicles allowed in the Tender	Accepted
2		General		Applicability of DCR	All bidders are requested to kindly submit two unit rates: 1. Tariff (with DCR) 2. Tariff (without DCR)

PROFORMA FOR BID SECURITY BANK GUARANTEE

TP Central Odisha Distribution Limited
Bhubaneswar

HEREAS, (Name of the Bidder) (hereinafter called "the BIDDER") has submitted his bid dated for the (Name of Contract) (hereinafter called "the BID").

KNOW ALL men by these presents we (Name of the Bank) of (Name of the Country) having our registered office at (hereinafter called "the BANK") are bound unto TP Central Odisha Distribution Limited (TPCODL) in the sum of for which payment well and truly to be made to the TPCODL the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this day of 20

The CONDITIONS of this obligation are:

i) If the Bidder withdraws his Bid during the period of bid validity specified in the Proforma of Bid

or

ii) If the Bidder having been notified of the acceptance of his Bid by the TPCODL during the period of bid validity fails or refuses to furnish the Contract Performance Bank Guarantee, in accordance with the Instructions to Bidders.

We undertake to pay the TPCODL upto the above amount upon receipt of its first written demand, provided that in its demand the TPCODL will note that amount claimed by it is due to it owing to the occurrence of one or both conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force upto and including the date (No of days as mentioned in tender enquiry) days after the closing date of submission of bids as stated in the Invitation to Bid or as extended by you at any time prior to this date, notice of which extension to the Bank being hereby waived, and any demand in respect thereof should reach the Bank not later than the above date.

DATE.....

SIGNATURE OF THE BANK.....

WITNESS.....

SEAL.....

(Signature, Name & Address)

(At least 2 witnesses)

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date: _____

To,

Chief (Procurement & Stores)
TP Central Odisha Distribution Limited

Sub: Acceptance of Terms & Conditions of Tender

Tender Reference No.: TPCODL/P&S/1000000494/23-24

Name of Tender / Work: Request for Proposal (RFP) for Selection of Solar Power Generators (SPG) for Solarisation of Agricultural Feeders in Odisha under PM-KUSUM (Component-C) in RESCO mode.

1. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
2. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
3. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document (Tender no. TPCODL/P&S/1000000494/23-24/ Replies to Pre-Bid Queries/ Acceptable Deviations / General Conditions of Contract for Service Orders and/or any written communication from TPCODL during the tendering process) in its totality / entirety.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

TARIFF ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date: _____

To,

Chief (Procurement & Stores)
TP Central Odisha Distribution Limited

Sub: Acceptance of Tender Discovered Levelized Tariff

Tender Reference No.: TPCODL/P&S/1000000494/23-24

Name of Tender / Work: Request for Proposal (RFP) for Selection of Solar Power Generators (SPG) for Solarisation of Agricultural Feeders in Odisha under PM-KUSUM (Component-C) in RESCO mode.

1. I / We hereby unconditionally accept the below mentioned tender Discovered Levelized Tariff of above-mentioned tender document with all its terms and conditions.

Particulars		All Incl. Levelized tariff for 25 years (INR/kWH)
With DCR	If land is purchased /taken on lease by the Developer mutually agreed lease rent	3.75
	If land is provided by Government on nominal lease rent	3.65

All terms and conditions shall be as per Tender no. TPCODL/P&S/1000000494/23-24/Replies to Pre-Bid Queries / Acceptable Deviations / General Conditions of Contract for Service Orders and/or any written communication from TPCODL during the tendering process.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

TIMELINE ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date: _____

To,

Chief (Procurement & Stores)
TP Central Odisha Distribution Limited

Sub: Acceptance of Timelines for developing the Project

Tender Reference No.: TPCODL/P&S/1000000494/23-24

Name of Tender / Work: Request for Proposal (RFP) for Selection of Solar Power Generators (SPG) for Solarisation of Agricultural Feeders in Odisha under PM-KUSUM (Component-C) in RESCO mode.

1. I / We hereby unconditionally accept the below mentioned Timelines for developing the Project for above-mentioned tender document with all its terms and conditions.

Activities	Timelines
Issue of LoA by TPCODL	T0
Execution of formalities of LoA	T1 = T0+ max. timelines of Fifteen (15) Days, subjected ITB Clause <u>1.6.2.3</u>
SPG signing the Land Lease Agreement by the Developer setting up the Project on the lands of Individual Farmers/ Group of Farmers/ Cooperatives/ Panchayats/ FPO/ WUA' (if applicable)	T2 = T0 + Forty Five (45) Days@
SPG achieving the financial closure and signing the Land Lease Agreement with the Developer (if applicable)	T3 = T0 + Ninety (90) Days*
SPG achieving the COD	T4 = T0 + Two hundred Forty (240) Days#
O&M Period end date	T5 = T4 + twenty-five (25) Years

T0: start date and date of issue of LoA

@ In case the Bidder does not sign the Land Lease Agreement with the Developer within this timeframe, then DISCOM shall review the progress of the Project and take suitable actions, as per the specific provisions of the TPPA.

* In case the Bidder does not achieve the milestone for financial closure within this timeframe, then DISCOM shall review the progress of the Project and take suitable actions, as per the specific provisions of the TPPA.

The Project shall achieve COD by the Scheduled Commercial Operation Date. In case of failure to achieve this milestone, DISCOM shall review the progress of the Project and take suitable actions.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



TRIPARTITE POWER PURCHASE AGREEMENT (TPPA)

FOR PROCUREMENT OF [Project capacity] kW SOLAR POWER ON LONG TERM

BASIS, UNDER COMPONENT- C OF “PMKUSUM SCHEME”

Between

[Name of Solar Power Generator (SPG)]

And

M/s GRIDCO LIMITED

And

[Name of the DISCOM]

On

[DD MM YYYY]



This Tripartite Power Purchase Agreement is made on the [Date] day of [Month] of [Year] at Bhubaneswar,
Odisha Between

[Name of the Solar Power Generator], [a/an] [individual farmer/ group of farmers/ cooperatives/ panchayats/ farmer producer organizations/ water user associations/ Developer (sole proprietor/ firm/ company)] incorporated under [relevant act in India. Ex. The Indian Companies Act, 2013], having its registered office at [registered office address] (hereinafter referred to as “**Solar Power Generator or SPG**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the **First Part**;

And

GRIDCO Ltd., a company incorporated under the Companies Act 1956, having its registered office at Janpath, Bhoi Nagar, Bhubaneswar - 751022 (hereinafter referred to as “**GRIDCO**”, 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**;

And

[Name of the DISCOM], a company by the Vesting Orders of the Commission in Case No. _____, dated _____, vested towards the responsibility of erstwhile Distribution Utility of _____ with effect from _____ and incorporated under the Companies Act 1956, having its registered office at _____ (hereinafter referred to as “**DISCOM**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assignees) as a Party of the **Third Part**;

The SPG, GRIDCO and DISCOM are individually referred to as a ‘**Party**’ and collectively referred to as ‘**Parties**’.

WHEREAS:

- A. The Ministry of New and Renewable Energy (MNRE), Govt. of India has launched a scheme for farmers on 8th March 2019 and issued implementation guidelines on 22nd July 2019.
- B. The Ministry of New and Renewable Energy (MNRE), Govt of India has issued comprehensive guidelines for Implementation of New Scheme for Farmers for Installation of Solar Pumps and Grid Connected Solar Power Plants on 17th January 2024.
- C. MNRE has sanctioned a capacity of 500 MW to Odisha vide office memorandum No. 32/54/2018-SPV Division dated 13th Aug 2019, under the said scheme of 8th March 2019. Further, Energy Department, Government of Odisha had declared four distribution companies of the state namely TP Central Odisha Distribution Limited, TP Western Odisha Distribution Limited, TP Northern Odisha Distribution Limited & TP Southern Odisha Distribution Limited as the implementing agency in respect of the Component C of PM KUSUM vide notification no. PT2-ENG-HYD-HYDRO-0022-2019/2093/ En. dated 20th Feb 2023. TPCODL decided to go ahead with a procurement process on behalf of four distribution companies for a capacity of 500 MW in this phase as per the target given by MNRE vide notification dated 13 Jan2021.
- D. Tata Power Central Odisha Distribution Limited (TPCODL) had completed a selection process for the procurement of energy generated from the grid-connected solar Project based on the terms and conditions contained in the RFP No. [RFP No.] dated [DD MM YYYY] and its Amendment(if any) along with the Draft Power Purchase Agreement and Draft, Model Lease Agreement and any other documents published or referred by TPCODL related to the selection of SPG.
- E. The SPG has been selected in the process for development, generation and supply of electricity from the [Project Capacity] kW /MW solar Project to be established by SPG at [village] Village, [Revenue Inspector Circle] Revenue Inspector (RI) Circle in [district] District of Odisha State and electricity generated to be fed to the [Name and location of 33/11 kV DISCOM substation, exactly as per the list in the RFP] Sub-station;
- F. (TPDISCOM) has issued the Letter of Award no. [LoA no.] dated [DD MM YYYY] in favour of the



SPG for the development and establishment of [Project Capacity] kW solar Project as per the terms and conditions contained in the RFP.

- G. The SPG has furnished the Performance Security in the form of a Bank Guarantee in the sum of INR [Insert amount] (Indian Rupees [in words]) only in favour of the DISCOM as per the format Annexure 3 (Bank Guarantee).
- H. The SPG has fulfilled the terms and conditions for signing this Tripartite Power Purchase Agreement as a definitive agreement for establishing the Project;
- I. The Parties have agreed to execute this Tripartite Power Purchase Agreement, and for generation and supply of electricity by the SPG to GRIDCO.

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



1. ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1. Definitions

The terms used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed thereunder, 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 "Tripartite Power Purchase Agreement" or "TTPPA"	shall mean this Tripartite Power Purchase Agreement including its recitals and schedules, amended or modified from time to time in accordance with the terms hereof;
"Appropriate Commission"	shall mean Odisha Electricity Regulatory Commission (OERC);
"Appropriate Discom"	shall mean the Discom having the Sub-station is located within its jurisdiction and the name of the various Discoms in Odisha are given below: • TP Central Odisha Distribution Limited (TPCODL) • TP Western Odisha Distribution Limited (TPWODL) • TP Southern Odisha Distribution Limited (TPSODL) • TP Northern Odisha Distribution Limited (TPNODL).
"GRIDCO"	Shall mean the State designated Entity responsible for power purchase and Bulk supplier of electricity to the Distribution Licensee and acts as a demand aggregator;
"Bill"	shall mean either a Monthly Bill/ Supplementary Bill raised by the SPG;
"Bill Dispute Notice"	shall mean the notice issued by GRIDCO raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the SPG;
"Business Day"	shall mean with respect to SPG and M/s GRIDCO., a day other than Sunday or a statutory holiday, on which the banks remain open for business in the State of Odisha;
"Capacity Utilization Factor" or "CUF"	shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2024 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's Contracted Capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8,766)) * 100\%;$
"Change in Law"	shall have the meaning ascribed thereto in Article 12 of this Agreement;
"Commercial Operation Date (COD)"	shall mean the date mentioned in the commissioning certificate as issued upon successful achievement of commercial operation date (as per provisions of this TTPPA) of the Project;
"Commissioning Committee"	shall consist of representatives from Principal Chief Electrical Inspector, Concerned DISCOM, GRIDCO, STU(if applicable)and SPG
"Competent Court of Law"	shall mean any court or tribunal or any similar judicial or quasi-judicial body in India that has jurisdiction to adjudicate upon issues relating to this Agreement;



"Consents, Clearances and Permits"	shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and/ or supply of energy;
"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 an SPG Preliminary Default Notice or DISCOM / GRIDCO Preliminary Default Notice as provided in Article 13 of this Agreement, for consultation between the concerned 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 twelve (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] kW/MW contracted with GRIDCO for supply of energy from the Project by the SPG to GRIDCO at the Delivery Point;
"Contracted Energy"	shall have the meaning ascribed thereto in Article 4.3.1 of this Agreement;
"Delivery Point"	shall mean the point at the voltage level of 11kV or above of the [Name and location of 33/11 kV DISCOM substation, exactly as per the list in the RFP] Sub-station. Metering shall be done at this interconnection point where the power is injected into the [Name and location of 33 /11 kV DISCOM substation, exactly as per the list in the RFP] Sub-station. For interconnection with grid and metering, the SPG shall abide by the relevant and applicable regulations, Grid Code notified by the State Commission and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed thereunder by the Appropriate Commission or CEA. 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 SPG;
"Dispute"	shall mean any dispute or difference of any kind between GRIDCO/DISCOM and the SPG, in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16 of this Agreement;
"Due Date"	shall mean the thirtieth (30 th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by GRIDCO 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 GRIDCO;
"Effective Date"	shall have the meaning ascribed thereto in Article 2.1.1 of this Agreement;
"Electricity Laws"	shall mean the Electricity Act, 2003 and the rules and regulations made thereunder 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 twenty-five (25) years from the COD unless extended by the Parties as per this Agreement;
"Financing Agreements"	shall mean the agreements pursuant to which the SPG has sought financing for the 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 GRIDCO/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 Odisha 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 subdivision 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 SPG in accordance with Article 8 of this Agreement;
"Interconnection Facilities"	shall mean the facilities on SPG'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;
"Indian Rupees ", "INR"	shall mean Indian rupees, the lawful currency of India;
"Land Lease Agreement"	Shall mean the land lease agreement signed between the 'Individual farmer/ Group of farmers/ Cooperatives/ Panchayats/ Farmer Producer Organizations (FPO)/ Water User associations (WUA)' and the 'SPG', in case it is applicable.
"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"	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 DISCOM to the SPG 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;



"Monthly Bill"	shall have the meaning ascribed thereto in Article 10.2.1 of this Agreement;
"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;
"Project"	shall mean the solar power generation facility of Contracted Capacity of [Insert capacity] kW/MW, located at [village] Village, [Revenue Inspector Circle] Revenue Inspector (RI) Circle [district] District of Odisha State having a separate control system, metering and separate points of injection into the grid at Delivery point of [Name and location of 33 /11 kV DISCOM substation, exactly as per the list in the RFP] Sub-station. 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 Tripartite 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 Project, b) the requirements of Indian Law; and the physical conditions at the site of the Project;
"Rebate"	shall have the same meaning as ascribed thereto in Article 10.3.4 of this Agreement;
"Scheduled Commissioning Date" or "SCD" of the Project	shall mean the date that is nine (9) Months from the Effective Date;
"Sub-station"	shall mean [Name and location of 33/11 kV DISCOM substation, exactly as per the list in the RFP]
"Supplementary Bill"	shall have the meaning ascribed thereto in Article 10.7.1 of this Agreement;
"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;
"Term"	shall have the same meaning as provided for in Article 2.2.1 of this Agreement;



“Termination Notice”

shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement;



2. ARTICLE 1: TERM OF AGREEMENT

2.1. Effective Date

- 2.1.1. This Agreement shall come into effect from the date of signing of this Agreement 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 Article 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 SPG is free to operate the Project beyond the Expiry Date if other conditions like Land Lease Agreement (as applicable), Consents, Clearances and Permits etc. allow. In such case, unless otherwise agreed by GRIDCO, GRIDCO 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 GRIDCO or SPG terminates the Agreement, pursuant to Article 13 of this Agreement.

2.4. Survival

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

3. CONDITIONS SUBSEQUENT

- 3.1. The SPG agrees and undertakes to make Financing Agreements for its Project, execute the Land Lease Agreement (as applicable) and shall provide necessary documents to GRIDCO in this regard within six (6) Months from the Effective Date.

4. CONSTRUCTION & DEVELOPMENT OF THE PROJECT

4.1. SPG's Obligations

- 4.1.1. The SPG undertakes to be responsible, at SPG's own cost and risk, for:
- 4.1.1.1. The SPG shall be solely responsible and make arrangements for land, execution of Financing Agreements and associated infrastructure for development of the Project and for connectivity with the Sub-station for confirming the evacuation of power by the Scheduled Commissioning Date, and all clearances related thereto;
- 4.1.1.2. The SPG shall furnish the necessary documents to establish possession in the name of the SPG of the required land/ Land Lease Agreement (as applicable).

In case of a Land Lease Agreement, the SPG shall make payment of monthly rent directly in advance, by the 5th day of every month, by crediting the same to the lessor's (Individual Farmers or Group of Farmers or Cooperatives or Panchayats or FPO or WUA) bank account as per the Land Lease Agreement until achieving the COD and for the subsequent months after COD for the entire period of the TTPPA Term or during the extension of TTPPA Term if applicable.

The proof of rent payment up to COD and for the first month of the COD shall be submitted by the SPG to GRIDCO along with the first month energy bill after the COD.

Thereafter, SPG shall make payment of monthly rent directly in advance, by the 5th day of every month, by crediting the same to the lessor's (Individual Farmers or Group of Farmers or



Cooperatives or Panchayats or FPO or WUA) bank account as per the Land Lease Agreement after achieving the COD and the receipt of the same shall be submitted to GRIDCO along with the monthly energy bill.

In case there is a no generation from the plant of SPG and there shall not be any amount receivable from GRIDCO towards monthly energy bill, the SPG still have to pay the monthly rent directly in advance, by the 5th day of such month/s, by crediting the same to the lessor's (Individual Farmers or Group of Farmers or Cooperatives or Panchayats or FPO or WUA) bank account as per the Land Lease Agreement. In such case the SPG needs to submit the zero bill to GRIDCO along with proof of bank receipt of the rent payment.

In case there is a delay in payment of lease rent for any month by the SPG to the Lessor beyond 5th day of a month, then the SPG shall make payment of the lease amount along with interest @ 1.25% per month.

Without submission of proof of receipt for the rent payment to lessor, no monthly energy bills of the SPG shall be entertained by GRIDCO for payment.

- 4.1.1.3. Obtaining all Consents, Clearances and Permits as required and maintaining all documents throughout the Term of this Agreement;
- 4.1.1.4. Designing, constructing, erecting, commissioning, completing and testing the Project in accordance with the applicable Law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices;
- 4.1.1.5. Commencement of supply of power up to the Contracted Capacity to GRIDCO no later than the Scheduled Commissioning Date and continuance of the supply of power throughout the Term of the Agreement;
- 4.1.1.6. Connecting the Project switchyard with the Interconnection Facilities at the Delivery Point. The SPG shall make adequate arrangements to connect the Project switchyard with the Interconnection Facilities at the Delivery Point;
- 4.1.1.7. Owning the Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 15;
- 4.1.1.8. Fulfilling all obligations undertaken by the SPG under this Agreement;
- 4.1.1.9. The SPG shall be responsible for directly coordinating and dealing with DISCOM/GRIDCO, Indian Governmental Instrumentality 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 Law, Grid code, State Regulations.

4.2. Purchase and sale of Contracted Energy

- 4.2.1. Subject to the terms and conditions of this Agreement, the SPG undertakes to sell a minimum Contracted Energy of [insert energy equivalent to target CUF of 15%] and a maximum Contracted Energy of [insert energy equivalent to target CUF of 18.7%] to GRIDCO and GRIDCO undertakes to pay Tariff for all the energy supplied at the Delivery Point up to corresponding to the Contracted Capacity as per Article 4.3.1.

4.3. Right to Contracted Energy

- 4.3.1. GRIDCO, in any Contract Year shall not be obliged to purchase any additional energy from the SPG beyond what is stated in article 4.2.1. If for any Contract Year, except for the first Contract Year and last Contract Year of operation, it is found that the SPG has not been able to generate minimum energy of [insert energy equivalent to target CUF of 15%] kWh, on account of reasons solely attributable to the SPG, the non-compliance by SPG shall make the SPG liable to pay the compensation. For the first Contract Year and last Contract Year of operation, the above limits shall be considered on a pro-rata basis. The lower limit will, however, be relaxable by GRIDCO to the extent of grid non-availability for evacuation which is beyond the control of the SPG. This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The amount of such compensation shall be determined as per the APPC tariff of the relevant financial year or the Tariff of SPG, whichever is minimum. This compensation shall not be applicable in events of Force Majeure identified under TTPPA.



For generation in excess of [insert energy equivalent to target CUF of 18.7%] in a particular financial year, the same shall be first adjusted towards generation compensation against offtake constraints as per Clause 4.9.1 wherein maximum grid failure hour is permissible as per OERC Regulations/Tariff Orders and any remaining excess generation will be settled at 75% of applicable tariff.

- 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 SPG will have to forego the excess generation and reduce the output to the Contracted Capacity and shall also have to pay the charges (if applicable) as per applicable regulations.
- 4.3.3. A detailed calculation Sheet on the billing mechanism including the compensation for generation shortfall is annexed as Schedule-1 to this TTPPA.

4.4. Extensions of Time

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

- a. any GRIDCO/DISCOM Event of Default; or
- b. Force Majeure Events affecting GRIDCO/DISCOM, or
- c. Force Majeure Events affecting the SPG,

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

- 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 achieving the COD of the Project beyond the Scheduled Commissioning Date for reasons other than those specified in Article 4.4.1 shall be an Event of Default on part of the SPG and shall be subject to the consequences specified in Article 4.5.

4.5. Liquidated Damages not amounting to penalty for delay in Commissioning

- 4.5.1. If the SPG is unable to achieve the COD of the Project by the Scheduled Commissioning Date other than for the reasons specified in Article 4.4.1, , liquidated damages is to be recovered through encashment of PBG by the DISCOM and passed on to GRIDCO for the delay in such commissioning and making the Contracted Capacity available for dispatch by the Scheduled Commissioning Date as per the following:

Delay beyond the Scheduled Commissioning Date up to (& including) the date as on nine (9) months from the Effective Date: The total Performance Bank Guarantee amount shall be encashed on per day basis and proportionate to the balance capacity not achieved COD.



4.5.2. The maximum time period allowed for achieving the COD of the full Project Capacity with encashment of Performance Bank Guarantee shall be limited to 11 Months from the Effective Date. In case, the COD of the Project is delayed beyond 11 Months from the Effective Date, it shall be considered as an SPG Event of Default and provisions of Article 13 shall apply and the Contracted Capacity shall stand reduced/ amended to the Project Capacity Commissioned within 11 Months from the Effective Date and the TTPPA for the balance Capacity will stand terminated and shall be reduced from the Project Capacity.

4.5.3. The SPG further acknowledge that the amount of the liquidated damages fixed is genuine and reasonable pre-estimate of the damages that may be suffered by GRIDCO.

4.6. Acceptance/ Performance Test

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

4.7. Third-party Verification

4.7.1. The SPG shall be further required to provide entry to the site of the Project free of all encumbrances at all times during the Term of the Agreement to GRIDCO and DISCOM and a third party nominated by any Indian Governmental Instrumentality for inspection and verification of the works being carried out by the SPG at the site of the Project.

4.7.2. The third-party may verify the construction works/ operation of the Project being carried out by the SPG and if it is found that the construction works/ operation of the Project is not as per the Prudent Utility Practices, it may seek clarifications from SPG or require the works to be stopped or to comply with the instructions of such third-party.

4.8. Breach of Obligations

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

4.9. Generation compensation for Off-take constraints

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

Duration of Grid unavailability	Provision for Generation Compensation
Grid unavailability in a Contract Year as defined in the TTPPA: (only period from 8 am to 6 pm to be counted subject to maximum permissible as per Regulations/Tariff Orders	Generation Loss = [(Average Generation per hour during the Contract Year) x (number of hours of grid unavailability during the Contract Year)] 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 (hours)

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

A detailed calculation towards offset of excess energy against generation loss due to offtake constraints as provided at Clause 4.3.1 and 4.9.1 above is annexed as Schedule-2 to this TTPPA.



- 4.9.2. Offtake constraints due to Backdown: The SPG, DISCOM and GRIDCO shall follow the forecasting and scheduling process as per the regulations in this regard by OERC. As per the Odisha Grid Code and OERC RE tariff Regulations, the solar power plants shall be treated as 'Must Run'. In case such eventuality of Backdown arises, except for the cases where the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the SPG shall be eligible for a Minimum Generation Compensation, from GRIDCO subject to the submission of documentary evidences from the competent authority (DISCOM / SLDC), in the manner detailed below:

Duration of Backdown	Provision for Generation Compensation
Hours of Backdown during a monthly billing cycle. (only period from 8 am to 6 pm to be counted subject to maximum permissible as per Regulations/Tariff Orders)	Minimum Generation Compensation = 100% of [(Average Generation per hour during the month) × (number of backdown hours during the month) × TTPPA Tariff] Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month

The details of back-down / curtailment, including justifications for such curtailment, to be made public by the concerned State Load Dispatch Centre.

The SPG shall not be eligible for any compensation in case the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions.

5. SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION

5.1. Synchronization, Commissioning and Commercial Operation

- 5.1.1. The SPG shall give GRIDCO/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 Project to the Interconnection Facilities.
- 5.1.2. Subject to Article 5.1.1, the Project may be synchronized by the SPG to the Interconnection Facilities when it meets all the connection conditions prescribed in applicable Grid Code then in effect and otherwise meets all other Indian Governmental Instrumentality for synchronization to the Interconnection Facilities.
- 5.1.3. The synchronization equipment and all necessary arrangements/ equipment including Remote Terminal Unit (RTU) for scheduling of power generated from the Project and transmission of data to the concerned authority (DISCOM/SLDC) as per applicable regulation shall be installed by the SPG at its generation facility of the Project at its own cost. The SPG shall synchronize its system with the Interconnection Facilities only after the approval of the synchronization scheme is granted by the head of the concerned substation/ and checking/verification is made by the concerned authorities of GRIDCO/ DISCOM.
- 5.1.4. The SPG shall immediately after each synchronization/ tripping of generator, inform SLDC and GRIDCO along with the Sub- station of the Interconnection Facilities to which the Project is electrically connected in accordance with the applicable Grid Code. In addition, the SPG ~~will~~ may inject infirm power to the grid from time to time to carry out operational/ functional tests prior to COD and such power shall be treated as power injected to GRIDCO. For avoidance of doubt, it is clarified that synchronization/ connectivity of the Project with the Interconnection Facilities shall not be considered as COD of the Project.
- 5.1.5. The SPG shall achieve COD of the Project within nine (9) Months from the Effective Date. Declaration of COD shall only be done upon the successful visit & certification by the



Commissioning Committee.

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

6. DISPATCH AND SCHEDULING

6.1. Dispatch and Scheduling

- 6.1.1. The SPG shall be required to schedule its power as per the applicable regulations/SoP of OERC/ 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 Indian Governmental Instrumentality, applicable Distribution Codes/ Odisha 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 SPG.
- 6.1.2. The SPG shall be responsible for directly coordinating and dealing with GRIDCO/DISCOM, State Load Dispatch Center (SLDC), 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 Odisha Grid Code regulations.
- 6.1.3. The SPG shall be responsible for any deviation from scheduling and for any resultant liabilities on account of charges for deviation as per applicable regulations of OERC. Deviation Settlement Mechanism (DSM) charges shall be directly paid/recovered by the SPG if applicable, as per OERC Regulations from time to time.
- 6.1.4. Auxiliary power consumption will be treated as per OERC regulations.

7. METERING

7.1. Meters

- 7.1.1. For installation of meters, meter testing, meter calibration, meter reading and all matters incidental thereto, the SPG and GRIDCO/DISCOM shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, the Odisha Grid Code, as amended and revised from time to time.
- 7.1.2. The SPG shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at SPG's side of the Delivery Point.
- 7.1.3. In addition to ensure compliance of the applicable codes, the SPG shall install main and check meters at the Delivery Point, along with stand-by meter(s) as per the applicable regulations.
- 7.1.4. DISCOM shall collect the meter readings of both the main and check meters installed at the Delivery Point on the first day of every month for the previous month and shall submit it to SLDC for energy accounting. Accordingly, SLDC shall issue energy accounting statements every month. Any deemed generation as per Clause 4.9.2 shall also be certified by SLDC on monthly basis. The energy accounting statements issued by SLDC shall be considered for billing by SPG to GRIDCO.

7.2. Reporting of Metered Data and Parameters

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

8. INSURANCES



8.1. Insurance

- 8.1.1. The SPG shall effect and maintain or cause to be effected and maintained, at its own cost and expense, throughout the Term of TTPPA, 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 Project or any part of the 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 Project or any part of the Project shall be applied as per such Financing Agreements.

- 8.2.2. If a Force Majeure Event renders the Project no longer economically and technically viable and the insurers under the Insurances make payment on a "total loss" or equivalent basis, GRIDCO shall have claim on such proceeds of such Insurance limited to outstanding dues of GRIDCO against SPG.

8.3. Effect on liability of GRIDCO/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 SPG can claim compensation, under any Insurance shall not be charged to or payable by GRIDCO/DISCOM. It is for the SPG to ensure that appropriate Insurance coverage is taken for payment by the insurer for the entire loss and there is no under Insurance or short adjustment etc.

9. APPLICABLE TARIFF

- 9.1. The SPG shall be entitled to receive the Tariff of INR _____ / kWh (Rupees _____ per kilowatt-hour) as per the OERC order dated _____ in Case no. _____, fixed for the entire Term of this Agreement, with effect from the COD, for the power sold to GRIDCO as per the energy accounting Statement issued by SLDC on monthly basis.

10. BILLING AND PAYMENT

10.1. General

- 10.1.1. From the commencement of supply of power, GRIDCO shall pay to the SPG, the Monthly Tariff Payments subject to the adjustments if any as per provisions of this Agreement. All Tariff Payments by GRIDCO shall be in Indian Rupees.
- 10.1.2. The SPG shall be required to make arrangements and payments for import of energy (if any) from the DISCOM during construction & operation of the plant as per applicable regulations/Tariff Orders of OERC from time to time. For avoidance of any doubt it is clarified that, import of energy from DISCOM by the SPG shall not be net off with the export of energy by the SPG. For this purpose, the SPG should be a consumer of the DISCOMs till the validity of this TTPPA.

10.2. Delivery and Content of Monthly Bills

- 10.2.1. The SPG shall issue to GRIDCO, a hard copy of the signed Monthly Bill /a soft copy by E-mail, for the immediately preceding Month based on the energy accounting statement issued by SLDC along with all relevant documents. The monthly bill amount shall be calculated as per the Article 4.3.3. Energy drawn from the Grid shall be billed by the DISCOMs as per the applicable Tariff Orders of OERC in respect of DISCOM.

10.3. Payment of Monthly Bills



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

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 GRIDCO, if any, from the SPG, will be adjusted from the monthly energy payment.

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

10.3.3. Rebate

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

- a. A Rebate of two percent (2%) shall be payable to GRIDCO for the payments made within a period of seven working days of the presentation of Bill along with required supporting documents at the office of Chief General Manager (PP), GRIDCO.
- b. Any payments made after seven (7) working days but within the Due Date shall be allowed a rebate of one percent (1%).
- c. For the above purpose, the date of presentation of Bill shall be the next Business day of the delivery of the physical copy of the Bill / soft copy of the Bill through mail at the Office of GRIDCO.
- 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.

10.3.4. Late Payment Surcharge

In the event of delay in payment of a Monthly Bill by GRIDCO beyond thirty 30 days of its Due Date, a Late Payment Surcharge shall be payable to the SPG 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 SPG through the Supplementary Bill.

10.4. Payment Security Mechanism Letter of Credit

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

10.4.2. Not later than one (1) Month before the start of supply, GRIDCO through a scheduled bank open a Letter of Credit in favour of the SPG, 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:

- a. 100% of the estimated average monthly billing for the first Contract Year. For the subsequent Contract Years, the LC shall cover 100% of the actual average monthly billing.
- b. The LC shall be reviewed before each financial year on the basis of the average billing of previous 12 months. Accordingly, LC shall be enhanced /reduced before each contract period.
- c. The LC shall be established for a minimum period of one year. GRIDCO shall ensure that LC remains valid at all times during the entire validity of this agreement.



- 10.4.3. Provided that the Letter of Credit (LC) shall be a stand by one and in the event GRIDCO fails to pay the current monthly energy dues by the due date, SPG may in its discretion invoke the Letter of Credit for recovery of the amount due. Further SPG shall not make more than one drawl in a Month. At no point of time the liability under LC shall exceed the LC amount.
- 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, GRIDCO shall restore such shortfall within fifteen (15) days.
- 10.4.5. GRIDCO shall cause the scheduled bank issuing the Letter of Credit to intimate the SPG, in writing regarding the establishing of such irrevocable Letter of Credit.
- 10.4.6. GRIDCO 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 GRIDCO
- 10.4.8. If GRIDCO fails to pay undisputed Monthly Bill or a part thereof within and including the Due Date, then, subject to Article 10.4.6 & 10.5.2, the SPG may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from GRIDCO, an amount equal to such Monthly 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:
 - a. a copy of the Monthly Bill which has remained unpaid to SPG and;
 - b. a certificate from the SPG to the effect that the bill at item (a) 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 GRIDCO does not dispute a Monthly Bill or a Supplementary Bill raised by the SPG within the due date of the bill, then such Bill shall be taken as conclusive.
- 10.5.2. If GRIDCO 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 SPG 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 GRIDCO 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.
- 10.5.4. Upon receipt of the Bill Disagreement Notice by the GRIDCO under Article 10.5.3, authorized representative(s) or a director of the Board of Directors/ member of the Board of GRIDCO and SPG shall meet and make best endeavors to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.
- 10.5.5. 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.
- 10.5.6. For the avoidance of doubt, it is clarified that despite a Dispute regarding an invoice, GRIDCO shall, without prejudice to its right to Dispute, be under an obligation to make payment of the undisputed amount of the invoice amount in the Monthly Bill.

10.6. Annual Reconciliation

- 10.6.1. The Parties acknowledge that all payments made against the Monthly Bills and Supplementary



Bills shall be subject to annual reconciliation at the end of each Contract Year within 30 days to take into energy accounting by SLDC, Tariff adjustment payments, 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 a full Contract Year has been finally verified and adjusted, the SPG and GRIDCO shall jointly sign such reconciliation statement. Within fifteen (15) days of signing of a reconciliation statement, the SPG shall make appropriate adjustments (if any) in the next Monthly Bill. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 16.

10.7. Payment of Supplementary Bill

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

- i. Adjustments required as per energy accounting statement of SLDC(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. GRIDCO shall remit all amounts due under a Supplementary Bill raised by the SPG to the SPG's Designated Account by the Due Date. No other charges such as open access charges, RLDC or scheduling charges and transmission charges (if applicable) etc. shall be paid or reimbursed by GRIDCO. For Supplementary Bill on account of adjustment required in the energy accounting statement, Rebate as applicable to Monthly Bills shall equally apply. No surcharge will be applicable other than that on the monthly energy payment and associated debit and credit note.

11. FORCE MAJEURE

11.1. Definitions

- 11.1.1. In this Article, the following terms Affected Party, and Force Majeure, and shall have the following meanings.

11.2. Affected Party

- 11.2.1. An affected Party means GRIDCO/DISCOM or the SPG 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 unavoidable 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 ionizing 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 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 Project;
- b. Delay in the performance of any contractor, sub-contractor or their agents;
- c. Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
- d. Strikes at the facilities of the Affected Party;
- e. Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- f. Non-performance caused by, or connected with, the Affected Party's:
 - i. Negligent or intentional acts, errors or omissions;
 - ii. Failure to comply with an Indian Law; or
 - iii. Breach of, or default under this Agreement.

11.5. Notification of Force Majeure Event

- 11.5.1. The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than fifteen (15) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement.
- 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 nor 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.

12. CHANGE IN LAW

12.1. Definitions

In 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 consent, permit or license, not owing to any default of the SPG; or
- v. any change in the rates of any Taxes including any duties and cess or introduction of any new tax made applicable for setting up the Power Project and supply of power from the Power Project by the SPG which have a direct effect on the Project.

However, Change in Law shall not include

- i. any change in taxes on corporate income or
- ii. any change in any withholding tax on income or dividends distributed to the shareholders of the SPG, or
- iii. any change on account of regulatory measures by the Appropriate Commission.

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

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

12.2. Relief for Change in Law

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

13. EVENTS OF DEFAULT AND TERMINATION

13.1. SPG 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 GRIDCO of its obligations under this Agreement, shall constitute an SPG Event of Default:

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



- a) the SPG assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Project in contravention of the provisions of this Agreement; or
- b) the SPG transfers or novates any of its rights and/ or obligations under this Agreement, in a manner contrary to the provisions of this Agreement; except where such transfer
 - is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or
 - is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;
- ii. if (a) the SPG becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding-up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the SPG, or (c) the SPG goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that a dissolution or liquidation of the SPG will not be a SPG Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains credit worthiness similar to the SPG and expressly assumes all obligations of the SPG under this Agreement and is in a position to perform them; or
- iii. the SPG repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from GRIDCO in this regard; or
- iv. except where due to any GRIDCO's failure to comply with its material obligations, the SPG is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the SPG within thirty (30) days of receipt of first notice in this regard given by GRIDCO; or
- v. occurrence of any other event which is specified in this Agreement to be a material breach/ default of the SPG;

13.2. GRIDCO Event of Default

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

- i. GRIDCO 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 SPG is unable to recover the amount outstanding to the SPG through the Letter of Credit,
- ii. GRIDCO repudiates this Agreement and does not rectify such breach even within a period of sixty (60) days from a notice from the SPG in this regard; or
- iii. except where due to any SPG's failure to comply with its obligations, GRIDCO is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by GRIDCO within sixty (60) days of receipt of notice in this regard from the SPG to GRIDCO; or
 - if
 - GRIDCO 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 GRIDCO , or
 - GRIDCO 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 GRIDCO Event of Default, where such dissolution or liquidation of GRIDCO or GRIDCO 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 credit worthiness similar to GRIDCO and expressly assumes all obligations of GRIDCO 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 GRIDCO.

13.3. Procedure for cases of SPG Event of Default

- 13.3.1. Upon the occurrence and continuation of any SPG Event of Default under Article 13.1, GRIDCO shall have the right to deliver to the SPG, with a copy to the representative of the lenders to the SPG with whom the SPG has executed the Financing Agreements, a notice stating its intention to terminate this Agreement (GRIDCO 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 GRIDCO 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 SPG Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, GRIDCO may terminate this Agreement by giving a written Termination Notice of sixty (60) days to the SPG.
- 13.3.5. Subject to the terms of this Agreement, upon occurrence of a SPG Event of Default under this Agreement, the lenders in concurrence with the GRIDCO may exercise their rights, if any, under Financing Agreements, to seek substitution of the SPG by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the SPG and performing the obligations of the SPG. However, in the event the lenders are unable to substitute the defaulting SPG within the stipulated period, GRIDCO may terminate the TTPPA 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 GRIDCO including the condition that the selectee meets the eligibility requirements of Request for Selection (RfS) issued by GRIDCO and accepts the terms and conditions of this Agreement.

- 13.3.6. The lenders in concurrence with GRIDCO may seek to exercise the right of substitution under Article 13.3.5 by an amendment or novation of the TTPPA in favour of the selectee. The SPG shall cooperate with GRIDCO to carry out such substitution and shall have the duty and obligation to continue to operate the Project in accordance with this TTPPA 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 TTPPA 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 SPG to GRIDCO
- 13.3.7. In the event the lenders are unable to substitute the defaulting SPG within the stipulated period, GRIDCO may terminate the TTPPA 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 GRIDCO Event of Default

- 13.4.1. Upon the occurrence and continuation of any GRIDCO Event of Default specified in Article 13.2,



the SPG shall have the right to deliver to GRIDCO an SPG Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.

- 13.4.2. Following the issue of an SPG 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 GRIDCO Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, GRIDCO under intimation to SPG shall, subject to the prior consent of the SPG, novate its part of the TTPPA to any third party, including its Affiliates within the stipulated period. In the event the aforesaid novation is not acceptable to the SPG, or if no offer of novation is made by GRIDCO within the stipulated period, then the SPG may terminate the TTPPA and at its discretion require GRIDCO 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 SPG, damages, equivalent to 6 (six) months, or balance TTPPA Term whichever is less, of charges for its contracted capacity, with the Project assets being retained by the SPG.

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

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.

14. LIABILITY AND INDEMNIFICATION

14.1. Indemnity

- 14.1.1. The SPG shall indemnify, defend and hold GRIDCO/DISCOM harmless against:
 - a. any and all third-party claims against GRIDCO/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 SPG of any of its obligations under this Agreement; and
 - b. any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by GRIDCO from third party claims arising by reason of a breach by the SPG of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the SPG, for which specific remedies have been provided for under this Agreement).
- 14.1.2. GRIDCO/DISCOM shall indemnify, defend and hold the SPG harmless against:
 - a. any and all third-party claims against the SPG, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by GRIDCO/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 SPG from third party claims arising by reason of a breach by GRIDCO /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 a 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 defense 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 defense, 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 of Liability

- 14.4.1. Except as expressly provided in this Agreement, neither the SPG nor its/ their respective officers, directors, agents, employees or affiliates (or their officers, directors, agents or employees), shall be liable or responsible to the other Party or its affiliates, officers, directors, agents, employees, successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from performance or non- performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of power generation or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of GRIDCO/DISCOM , the SPG or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.
- 14.4.2. GRIDCO/DISCOM shall have no recourse against any officer, director or shareholder of the SPG or any Affiliate of the SPG or any of its officers, directors or shareholders for such claims excluded under this Article. The SPG shall have no recourse against any officer, director or shareholder of GRIDCO/DISCOM, or any affiliate of GRIDCO/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.



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 lender 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 GRIDCO/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, GRIDCO/DISCOM shall permit assignment of any of SPG's rights and obligations under this Agreement in favour of the lenders to the SPG, if required under the Financing Agreements. Provided that, such consent shall not be withheld if GRIDCO/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 SPG and the GRIDCO 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 SPG to GRIDCO. Provided further that, such consent shall not be withheld by the SPG if GRIDCO 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 TTPPA with a New Entity, an amount of INR 1 Lakh per Transaction as Facilitation Fee (non-refundable) shall be deposited by the SPG to GRIDCO.

15.2. Permitted Charges

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

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 Bhubaneswar, Odisha.

16.2. Amicable Settlement and Dispute Resolution

- 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 defenses, if any, regarding the Dispute; and
 - b. all written material in support of its defenses and counter-claim.
- iii. Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 16
 - a. if the other Party does not furnish any counterclaim or defense under Article 16
 - b. or thirty (30) days from the date of furnishing counterclaims or defense 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.
 - c. 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. GRIDCO 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

- ii. 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.
- iii. The place of arbitration shall be at Bhubaneswar. The language of the arbitration shall be English.
- iv. 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.
- v. The provisions of this Article shall survive the termination of this TTPPA for any reason whatsoever.
- vi. The award shall be of majority decision.
- vii. GRIDCO 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.

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

17.4. Confidentiality

- 17.4.1. The Parties undertake to hold in confidence this Agreement and not to disclose the terms



and conditions of the transaction contemplated hereby to third-parties, except:

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

17.5. Severability

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

17.6. Notices

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

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

Address: [●]

Attention: [●]

Email: [●]

Fax. No.: [●]

Telephone No.: [●]

- 17.6.3. If to GRIDCO, 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:

- 17.6.4. 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:

- 17.6.5. 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 acknowledgment 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.

- 17.6.6. 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 relevant act in India.

17.9. Taxes and Duties

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

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

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

17.10. Independent Entity

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

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



17.11. Compliance with Law

17.11.1. 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 thereunder, such provision of this Agreement shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

17.12. Breach of Obligations

17.12.1. 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 GRIDCO

Name:
Designation:
Address:
Signature with seal:

For and on behalf of [SPG]

Name:
Designation:
Address:
Signature with seal:

Witness:

1.

2.

Witness:

1.

2.

For and on behalf of DISCOM

Name:
Designation:
Address:
Signature with seal:

Witness:

1.

2.