

POWER PURCHASE AGREEMENT

FOR

SUPPLY OFMW OF SLOP BASED POWER

FOR

10 YEARS

By

[M/s]

With

UTTAR PRADESH POWER CORPORATION LTD.,

LUCKNOW

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THE POWER PURCHASE AGREEMENT [the “Agreement”] is made on the day..... of of at Lucknow

Between

M/s a company incorporated under the Companies Act, 2013, having its registered office at (herein after referred to as “**Seller**” or 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

Uttar Pradesh Power Corporation Ltd., Lucknow, a Company incorporated in India and registered under the Companies Act, 1956, having its registered office at Shakti Bhawan, 14 – Ashok Marg, Lucknow – 226 001 (hereinafter referred to as “**UPPCL**”, 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 **SECOND PART**;

WHEREAS:

- a) Generating Company is engaged in the business of and other incidental businesses situated at in the State of, more particularly described in Schedule 1 attached hereto and made a part hereof
- b) Uttar Pradesh Power Corporation Ltd. (UPPCL), has been duly authorised to enter into this Agreement on behalf of DISCOMS namely Paschimanchal Vidyut Vitran Nigam Ltd, Poorvanchal Vidyut Vitran Nigam Ltd, Madhyanchal Vidyut Vitran Nigam Ltd, Dakshinanchal Vidyut Vitran Nigam Ltd., and Kanpur Electricity Supply Company Limited (individually referred to as “**Procurer**” and collectively referred to as “**Procurers**”).
- c) UPPCL, the Authorized Representative, had initiated a competitive bidding process through issue of RFP No., for procurement of Slop based power for long term for meeting the Renewable Purchase Obligations of the Procurers.
- d) Pursuant to the said bidding process, M/s has been selected by the Authorized Representative, as the Seller for sale and supply of Slop based power in bulk to UPPCL, for the Aggregate Contracted Capacity (as defined hereunder) of MW generated in the Generating Plant’s facility of MW, in accordance with the terms of this Agreement.

- e) Tariff for the said power purchase by UPPCL from the Generating plant is Rs. per unit (levelised) as discovered through competitive bidding process conducted by UPPCL for the purchase of Slop based power, more particularly described in Schedule 10 attached hereto and made a part hereof.
- f) The parties to this Agreement agree for prior consultation with the State Transmission Utility for the purpose of implementation of this agreement and seek its approval for permitting, inter alia, interconnection to the generating plant with the (write name) grid substation owned by STU or other transmission licensee (delete whichever not applicable), and
- g) The Seller has provided to UPPCL, Performance Bank Guarantee(s) as per format specified in Format 6.3 (B) of the RFP No.....
- h) The Seller has agreed to sign this Power Purchase Agreement with UPPCL for sale of Slop based power for years as per the terms and conditions of this Agreement.
- i) UPPCL agrees to procure Slop based power up to the Contracted Capacity from the Seller as per the terms of this Agreement.
- j) The Parties hereby agree to execute this Power Purchase Agreement setting out the terms and conditions for the sale of power by Seller to Procurer.
- k) The Parties to the agreement bind themselves for compliance of all relevant provisions specified by the Commission in different regulations framed by it for regulating the functioning of State Transmission Utility, other Transmission Licensee and State Load Dispatch Centre.
- l) All the other RFP documents have been executed by the UPPCL and the Seller simultaneously with the signing of this Agreement.
- m) The Parties hereby agree that this Power Purchase Agreement shall supersede any other Power Purchase Agreement signed earlier and not approved by the Uttar Pradesh Electricity Regulatory Commission. (delete wherever not applicable)
- n) This Power Purchase Agreement signed on supersedes the Power Purchase Agreement signed on between UPPCL and the Generating Plant. (delete wherever not applicable)

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

1. DEFINITIONS

Other than those defined below, the words/expressions used in this Agreement, unless repugnant to the context, shall have the meaning assigned to them in the Electricity Act, 2003, Uttar Pradesh Electricity Reforms Act, 1999 and Uttar Pradesh Electricity Grid Code as amended from time to time, UPERC (Captive and Renewable Energy Generating Plants) Regulations, 2019 (“CRE Regulations, 2019”) as amended or re-enacted from time to time, and the rules framed there under. The words/expressions listed below shall have the meanings respectively assigned hereunder.

- 1.1.** ‘Act’ means the Electricity Act, 2003 as amended from time to time;
- 1.2.** “Actual Commercial Operation Date (COD)” shall mean the date as in Format 6.6 of RFP;
- 1.3.** ‘Aggregate Contracted Capacity’ with respect to the Seller, shall mean the aggregate capacity in MW contracted with UPPCL for supply at the Interconnection Point;
- 1.4.** ‘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;
- 1.5.** ‘AMR’ shall mean Automatic Meter Reading;
- 1.6.** ‘Authorized Representative’ shall mean Uttar Pradesh Power Corporation Ltd. (“UPPCL”), the body corporate authorized by the Procurers to carry out the bidding process for the selection of the Successful Bidder on their behalf;
- 1.7.** ‘Bill’ means a bill raised, that includes all charges to be paid by UPPCL / DISCOM with respect to sale of Power by the Seller to UPPCL;
- 1.8.** ‘Bill Meter’ means Availability Based Tariff (“ABT”) compatible Import and Export Meter installed at the [Name of substation of DISCOM/STU] for measurement on the basis of which energy bills shall be raised by the Seller;
- 1.9.** ‘Billing Period’ shall be the calendar month ending with the Metering Date. The first Billing Period shall commence from the Commercial Operation Date and end with the Metering Date corresponding to the month in which the Commercial Operation Date occurs;
- 1.10.** ‘Billing Date’ shall be the first Business Day after the Metering Date of each Billing Period;
- 1.11.** ‘Business Day’ shall mean with respect to Seller and Procurers, a day other than Sunday or a statutory holiday, on which the banks remain open for business in Lucknow;

- 1.12.** ‘Change in Law’ shall have the meaning ascribed thereto in Article 9 of this Agreement;
- 1.13.** ‘Commission’ or ‘UPERC’ shall mean the Uttar Pradesh Electricity Regulatory Commission;
- 1.14.** ‘Competent Court of Law’ shall mean any court or tribunal or any similar judicial or quasi-judicial body in Lucknow that has jurisdiction to adjudicate upon issues relating to this Agreement;
- 1.15.** ‘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 Slop based generation facilities and/ or supply of power;
- 1.16.** ‘Contracted Capacity’ shall mean net capacity of power (in MW) contracted between the Seller and the Procurers at the Interconnection Point as per terms of this Agreement;
- 1.17.** “Contract Year” shall mean the period commencing on the Effective Date (as defined hereunder) and ending on the immediately succeeding March 31 and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31;
- 1.18.** ‘Check Meter’ means ABT compatible Import and Export Meter for performing a check on the accuracy of the Bill Meter;
- 1.19.** ‘Day’ shall mean a day, if such a day is not a Business Day, the immediately succeeding Business Day;
- 1.20.** ‘Delivery Date’ shall mean the date on which the Seller commences supply of the Aggregate Contracted Capacity to the Procurers;
- 1.21.** “Delivery Point” shall mean the STU Interface(s), where power is delivered to the Procurer(s) after it is injected by the Seller at the Injection Point;
- 1.22.** ‘DISCOM’ or ‘Discom’ shall refer to Dakshinanchal Vidyut Vitran Nigam Limited, Kanpur Electricity Supply Company Limited, Madhyanchal Vidyut Vitran Nigam Limited, Paschimanchal Vidyut Vitran Nigam Limited, Purvanchal Vidyut Vitran Nigam Limited, Kanpur Electricity Supply Company Limited;
- 1.23.** ‘Dispatch Instructions’ shall mean any instruction issued by the Procurers through the SLDC to the Seller, in accordance with Grid Code and this Agreement;
- 1.24.** ‘Dispute’ shall mean any dispute or difference of any kind between the Seller and the Procurer in connection with or arising out of this Agreement including

but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 17 of this Agreement;

- 1.25.** ‘Due Date’ shall mean the last day of the month provided the bill is received and acknowledged by the Procurer(s) up to 4th day of the month. For the bills received and acknowledged by the Procurer(s) after 4th, it shall be 30th day from such date;
- 1.26.** ‘Effective Date’ shall have the meaning ascribed thereto in Article 2.1 of this Agreement;
- 1.27.** ‘Electricity Laws’ shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission;
- 1.28.** ‘Energy Accounts’ shall mean the regional energy accounts/state energy accounts as specified in the Grid Code issued by the appropriate agency for each Month (as per their prescribed methodology), including the revisions and amendments thereof;
- 1.29.** ‘Energy Account Month’ means period from date of meter reading in previous month to the date of meter reading in following month and such period should not exceed 35 days;
- 1.30.** ‘Event of Default’ shall mean the events as defined in Article 10 of this Agreement;
- 1.31.** ‘Expiry Date’ shall mean the date which is the tenth (10th) anniversary of the Delivery Date or such extended period as mutually agreed upon by both Parties;
- 1.32.** ‘Export Meter’ means Bill Meter installed at the grid substation (write name) of UPPCL/STU for measurement of Active Energy, Maximum demand and Power factor for Energy exported to the Generating Plant from UPPCL/ STU 's Grid Sub-Station (write name).
- 1.33.** ‘Force Majeure’ or ‘Force Majeure Event’ shall have the meaning ascribed thereto in Article 8 of this Agreement;
- 1.34.** “Generator” means the generating company / Society registered under the Companies Act 1956 / Co-operative Society Act, 1960, and established to design, finance, own, operate, generate & supply Electricity by using non fossil fuel such as Slop.
- 1.35.** “Generation Facility” means the electric power generating facility along with associated Sugar Mill /processing plant to be constructed and owned by Generator or (an independent Generator and a Sugar Mill/ processing plant, located in the state of Uttar Pradesh.
- 1.36.** ‘Grid Code’ / ‘IEGC’ or ‘State Grid Code’ shall mean the Grid Code specified by the Central Commission under Clause (h) of Sub-section (1) of

Section 79 of the Electricity Act and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of Sub-section (1) of Section 86 of the Electricity Act 2003, as applicable;

- 1.37.** ‘Grid Sub Station’ means [Name of sub-station] owned, maintained and operated by U.P. Power Transmission Corporation Limited;
- 1.38.** ‘Import Meter’ means Bill Meter installed at the grid substation UPPCL/STU (delete whichever not applicable) for Measurement of Active Energy, Maximum demand and Power factor of Energy Imported to UPPCL from the Generating Plant.
- 1.39.** ‘Indian Governmental Instrumentality’ shall mean department, division or sub-division of the Government of India or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body, including Panchayat, under the control of the Government of India or the State Government, as the case may be, and having jurisdiction over all or any part of the Power Station or the performance of all or any of the services or obligations of the Supplier under or pursuant to this Agreement;
- 1.40.** ‘Invoice’ or ‘Bill’ shall mean either a monthly invoice, monthly bill or a supplementary invoice /supplementary bill by any of the Parties;
- 1.41.** ‘Injection Point’ shall mean the point located at the substation of STU or the “Delivery Point” as specified by the Bidder in its bid or the metering point for estimation of energy generation;
- 1.42.** ‘Injected Energy’ shall mean the kilowatt hours of Electricity actually fed and measured by the energy meters at the Injection Point in a Billing Period and certified in the SLDC / STU;
- 1.43.** ‘Interconnection Facilities’ in respect of the Seller shall mean all the facilities installed by the Seller to transmit the energy to the grid;
- 1.44.** ‘Interconnection Point’ shall mean the point where the power from the power station switchyard bus of the Seller is injected into the intrastate transmission system (including the dedicated transmission line connecting the power station with the intrastate transmission system);
- 1.45.** ‘Installed Capacity’ means the capacity of the Project at the generating terminal(s) and shall be equal to MW;
- 1.46.** “Late Payment Surcharge” shall have the meaning ascribed thereto in Article 6.1.4 of this Agreement;
- 1.47.** ‘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 Commission;

- 1.48.** ‘Letter of Intent’ or ‘LOI’ shall mean the letter issued by the Procurer / Authorized Representative to the Successful Bidder for supply of power pursuant to the RFP;
- 1.49.** ‘Metering Date’ for a Billing Period, means the midnight of the last day of the calendar month;
- 1.50.** ‘Metering Point’ shall be the point of recording of Injected Energy at Injection Point;
- 1.51.** ‘MW’ means Megawatts;
- 1.52.** ‘Party’ and ‘Parties’ shall have the meaning ascribed thereto in the recital to this Agreement;
- 1.53.** ‘Project’ shall mean the Slop based power generation project as detailed under Schedule 1 of this Agreement;
- 1.54.** ‘Prudent Utility Practices’ means those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturers' operation and maintenance guidelines;
- 1.55.** ‘Scheduled Commercial Operation Date’ for the Projects under construction shall mean the date as in Format 6.6 of RFP and shall be within FY 2020-21;
- 1.56.** ‘SLDC’ shall mean State Load Dispatch Center as Constituted under Section 31 of Electricity Act, 2003;
- 1.57.** ‘Successful Bidder’ shall mean the Bidder(s) selected by the Authorized Representative, pursuant to this RFP for supply of power by itself or through the Project Company as per the terms of the RFP Documents, and to whom a Letter of Intent has been issued;
- 1.58.** ‘STU’ shall mean U.P. Power Transmission Corporation Ltd. being the Government company specified so by the Government of Uttar Pradesh;
- 1.59.** ‘UPERC (Captive and Renewable Energy Generating Plants) Regulations, 2019’ shall mean in short “CRE Regulations, 2019”, as amended from time to time.
- 1.60.** ‘Wheeling’ means the operation whereby the distribution system and associated facilities of a transmission licensee or distribution licensee, as the

case may be, are used by another person for the conveyance of electricity on payment of charges to be determined under Section 62 of the Act;

2. TERMS OF AGREEMENT

2.1. Effective Date

2.1.1. This Agreement shall come into effect from the date it is executed, delivered by the last of all the Parties and subsequent to its approval and adoption of Tariff by the Uttar Pradesh Electricity Regulatory Commission and such date shall be referred to as the Effective Date.

2.2. Term of Agreement

2.2.1. This agreement shall be effective and shall remain in full force and effect for a period of 10 years determined from the Effective Date (for existing projects) / Commercial operation Date (COD) (for new projects).

2.2.2. The Generator shall commission plant within FY 2020-21. UPPCL's obligations to purchase electricity under this Agreement will start only on Commercial Operation Date [Applicable only in case of New plant yet to be commissioned or for capacity augmentation] or from the effective date of the PPA [Applicable in case of existing projects].

2.2.3. The agreement may be renewed or extended for such period as may be mutually agreed between the Generating Company and UPPCL on expiry of initial term of 10 years.

2.3. Survival

2.3.1. 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 liquidated damages as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 8 (Force Majeure), Article 10 (Events of Default and Termination), Article 11 (Indemnification), Article 18 (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. Satisfaction of conditions subsequent of the Generator

3.1.1. The Seller agrees and undertakes to duly perform and complete all of the following activities at the Seller's own cost and risk before commencement of supply (for existing Projects) and within FY 2020-21 (for under construction Projects) after signing of PPA, unless such completion is affected by any Force Majeure event or due to the Procurers' failure to comply with their obligations under Article 3.2.1 of this Agreement, or if any of the activities is specifically waived in writing by UPPCL:

- (i) The Generator shall obtain all clearances to operate the Generation Facility as may be required under Electricity Act, 2003 and rules and regulation there under.
- (ii) To provide the Performance Bank Guarantee to UPPCL of Rs.
[Applicable as per RFP];
- (iii) Execution of any other Agreements or Contracts deemed necessary by the Generator for the Commercial Operation of the Generation Facility;
- (iv) The Generator shall carry out the entire evacuation work beyond the interconnection point. i.e. entire expense incurred related with evacuation arrangement.
- (v) The Generator, at its sole cost and expense, shall acquire and maintain in effect all Consents, Clearances, Permits, licenses and approvals required from time to time by all regulatory / statutory competent authority(ies) in order to enable it to perform its obligations under the Agreement. UPPCL will render all reasonable assistance to the Generator to enable the latter to obtain such clearances without any legal obligation on part of UPPCL. Provided, however, non- rendering or partial rendering of assistance shall not in any way absolve the Generator of its obligations to obtain such clearances. Nor shall it mean to confer any right or indicate any intention to waive the need to obtain such clearances.
- (vi) To procure access to the transmission system required for carrying electricity from the Power Station to the nearby substation.
- (vii) Before commissioning a generator set, the Generator shall obtain all the permission / licenses / authorization including but not limited to NOC from UPPCB / environmental dept., Electrical inspector as may be required under Electricity Act, 2003 and rules and regulations made there under.
- (viii) The Generator should commission the project within FY 2020-21.
[Applicable only in case of New plant yet to be commissioned]

- (ix) The Generator shall construct, operate and maintain the Project during the term of PPA at his cost and risk including the required Interconnection Facilities and in close co-ordination with STU's / UPPCL feasibility in accordance with Prudent Utility Practices.
- (x) The Generator shall undertake at its own cost construction/ upgradation of (a) the Interconnection Facilities, (b) the Transmission / distribution Lines and as per the specifications and requirements of STU / UPPCL.
- (xi) The Generator shall be responsible for all payments on account of any taxes, cesses, duties or levies imposed by the GoUP or its competent statutory authority on the land, equipment, material or works of the Project or on the Electricity generated or consumed by the Project or by itself or on the income or assets owned by it.
- (xii) To procure start up power required for the plant from UPPCL;
- (xiii) Fulfilling all other obligations undertaken by him under this Agreement.
- (xiv) The Generator cannot inject power earlier to Scheduled Commercial Operation Date from Project / Unit without UPPCL's consent. [Applicable only in case of New plant yet to be commissioned or for capacity augmentation]

3.2. Satisfaction of conditions subsequent of UPPCL

- 3.2.1. The respective obligations of UPPCL under this Agreement in connection with the purchase of power are subject to the satisfaction in full of the following conditions subsequent unless any such condition has been waived as hereinafter provided.
 - (i) UPPCL shall have obtained the order of the Uttar Pradesh Electricity Regulatory Commission for adoption of the Tariff under Section 63 of the Electricity Act, 2003 and given a copy of the same to the Seller.

3.3. Consequences of non-fulfillment of conditions subsequent

- 3.3.1. If any one or more of the conditions specified in Article 3.1 is not duly fulfilled by the Seller, or the Project is not commissioned (applicable to new projects) even within three (3) Months after the time specified under Article 3.1, otherwise than for the reasons directly attributable to the Procurers or Force Majeure event in terms of Article 8, then on and from the expiry of such period and until the Seller has satisfied all the conditions specified in Article 3.1, the Seller shall, be liable to pay the following amounts:
 - (i) Delay up to one month – 20% of the PBG amount shall be encashed as penalty for the first month of delay, calculated on per day basis; e.g. for a Project of 10 MW capacity, if commissioning is delayed by 18 days from

the scheduled date, then the penalty shall be: 20% of PBG amount X (18/30).

(ii) Delay of more than one month and up to three months – UPPCL will encash remaining amount from Performance BG worked out on per day basis. e.g. for a Project of 10 MW exportable capacity, if commissioning is delayed by 61 days from the scheduled date, then the penalty shall be: 80% of PBG amount X ((61-30)/60).

(iii) The maximum time period allowed for commissioning of the Project with encashment of Performance Bank Guarantee shall be limited to 3 months from 31.3.2021. In case, the Commissioning of the Project is delayed beyond the above 3 months, the PPA will stand terminated.

(iv) For the purpose of calculations for penalty, the month shall be considered consisting of 30 days.

(v) The above treatment shall also be applicable in case commencement of supply from the already commissioned Projects is delayed.

3.4. Commercial Operation Date of the New Project [Applicable only in case of New plant yet to be commissioned or for capacity augmentation]

3.4.1. The Commercial Operation Date (COD) shall be considered as the date as certified by Generator. The maximum 10 year tenure of PPA shall be considered from the date of establishment of CoD.

3.4.2. Commissioning of Project: This will be on a date, when the project meets the criteria defined for project commissioning. The testing power injected during this period prior to establishment of CoD shall be treated as lapsed.

3.5. Maintenance requirement of the Generating Plant

3.5.1. The Generating Plant's annual maintenance schedule shall normally be from to The Generating Plant shall inform UPPCL and the STU regarding the Maintenance schedule in accordance with provisions of the UP Electricity Grid Code as revised by the Commission from time to time.

3.6. Evacuation issues at the time of COD

3.6.1. Upon the occurrence of an Emergency in / STU's / Discom's evacuation system for safe operation of its Grid, STU / UPPCL/ Discom reserves the right to shut down the line and has no obligation to evacuate the power.

3.6.2. If plant is ready before Schedule Commercial Operation Date, but the offtake is constrained due to any reasons, no compensation shall be payable. [Applicable only in case of New plant yet to be commissioned or for capacity augmentation]

4. SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION [APPLICABLE ONLY IN CASE OF NEW PLANT YET TO BE COMMISSIONED OR FOR CAPACITY AUGMENTATION]

4.1. Synchronization, Commissioning and Commercial Operation

- 4.1.1. The Generator shall give at least thirty (30) days written notice to the SLDC and UPPCL, of the date on which it intends to synchronize the Power Project to the Grid System.
- 4.1.2. Subject to Clause 4.1.1, the Power Project may be synchronized by the Generator to the Grid System when it meets all the connection conditions prescribed in the Grid Code and otherwise meets all other Indian legal requirements for synchronization to the Grid System.
- 4.1.3. The synchronization equipment and all necessary arrangements / equipment including Remote Terminal Unit (RTU) for scheduling of power generated from the Project and transmission of data to the concerned authority as per applicable regulation shall be installed by the Generator at its generation facility of the Power Project at its own cost. The Generator shall synchronize its system with the Grid System only after the approval of STU, SLDC and UPPCL.
- 4.1.4. The Generator shall immediately after each synchronization / tripping of generator, inform the sub-station of the Grid System to which the Power Project is electrically connected in accordance with applicable Grid Code.
- 4.1.5. The Generator shall commission the Project / Unit within scheduled date as per PPA.

4.2. Performance Bank Guarantee

- 4.2.1. The Performance Bank Guarantee furnished by Generator to UPPCL shall be for guaranteeing the commissioning / commercial operation of the project / unit and continuity of operations up to the Contracted Capacity.
- 4.2.2. If the Generator fails to commission the project / Unit on or before Scheduled Commercial Operation Date as per this Agreement, UPPCL shall have the right to encash the Performance Bank Guarantee without prejudice to the other rights of the Generator under this Agreement as per Clause 3.3
- 4.2.3. Performance Bank Guarantee shall be renewed/released in terms of this Clause 4.2 after adjusting Liquidated Damages (if any) as per Clause 3.3.
- 4.2.4. For the projects yet to be commissioned, the PBG of Rs. (@Rs. 10 Lakh/MW/Project) will have a validity period of 20 months period.

For other Generators, with already commissioned projects, the PBG of Rs. (@Rs 10 Lakh/MW/Project of Contracted Capacity) shall be returned after the expiry of validity period of 6 months. [delete whichever is not applicable]

PBG of all the Projects shall be returned at the expiry of aforesaid validity periods.

4.3. Evacuation Facilities

- 4.3.1. The Generator shall bear the entire cost of Generation Facility switchyard and interconnection facilities in the premises of the generator up to the point of energy metering (interconnection point).
- 4.3.2. Further the grid connectivity of the project & the erection of evacuation infrastructure beyond the interconnection point upto the nearest Procurers'/STU substation shall be the responsibility of the Generator.
- 4.3.3. The Operation and Maintenance (O&M) of this evacuation facility shall be carried out by the Generator.
- 4.3.4. No claims for improper evacuation shall be entertained from Generator and UPPCL shall be totally indemnified against any claims for any reason whatsoever. Any Un- stabilization and non evacuation of power due to any reason whatsoever, referred with sale power, UPPCL shall not be held responsible.
- 4.3.5. The Generator will notify UPPCL about the readiness of the Generation Facility for commissioning one month in advance. All the transmission systems required for the power off-take shall be installed, commissioned and tested by UPPCL/UPPTCL before the date of commissioning of the generating unit.
- 4.3.6. Generator can avail the Start-up power during the time of commissioning of the project at UPPCL's prevailing Tariff rates.

4.4. Interconnection Facilities

- 4.4.1. Power from the Generating Plant shall be transmitted at volt through a KV line from the Generating plant located at The power so transmitted shall be interfaced with 11 KV/33 KV/132KV or higher grid sub-station located at (write name of the sub-station) owned by /STU/other with transmission licensee (delete whichever not applicable).
- 4.4.2. The cost of the dedicated transmission line from the Generating Plant to the designated grid sub-station of STU and the cost of interfacing at both ends (the Generating Plant and grid substation) including work at the STU Sub-Station, cost of bay, tie- line, terminal equipment and associated synchronizing equipment, shall be borne by the Generating Plant.

(Explanation: The technical and other specifications of the work shall be finalized with UPPCL's/STU's approval and be in accordance with standards and specifications laid by UPPCL, construction of 132 KV or higher voltage line shall be done under the supervision of STU/other transmission licensee (delete whichever not applicable). The lines constructed for the evacuation of power from the Generating Plant, shall not be used for transmitting/supplying power for any other purpose, without a mutual agreement between the Generating Plant and UPPCL /STU/other transmission licensee (delete whichever not applicable), and without prior approval of UPERC. Existing transmission/distribution lines of UPPCL/STU (as the case may be) may be utilized for evacuation of power from the Generating Plant to the Grid sub-station, on the basis of a mutual agreement between the Generating Plant and UPPCL and/or STU (as the case may be),

with the approval of UPERC. Notwithstanding the above, the work of interfacing at UPPCL/STU/other transmission licensee's (delete whichever not applicable) Sub-Station will be done by UPPCL/STU/other transmission licensee (delete whichever not applicable) only.)

- 4.4.3. The Generating Plant shall be responsible for the Maintenance of equipment at the generating end.
- 4.4.4. Any work to be done by the Generating Plant shall be taken up only with a specific approval and on the basis of approved drawings and specifications from UPPCL and in compliance with the safety requirements as per the UP Electricity Grid Code. On the completion of work, final approval shall be obtained from UPPCL/ STU (as the case may be) before charging the line. The Generating Plant would obtain all statutory clearances/approvals required for this purpose.
- 4.4.5. The Generating Plant shall consult UPPCL /STU on the scheme of protection of the interconnecting line/s and the facilities at both ends, and accordingly provide the equipment at both ends. The protection system, installed by the Generating Plant, shall be checked by UPPCL /STU
- 4.4.6. Without limiting the foregoing, the Generating Plant and STU shall, operate and maintain the interconnection and parallel operation facility in accordance with accepted good engineering practices in the electricity industry and the UP Electricity Grid Code as amended from time to time and directions of Director Electrical Safety (GOUP) and safety requirements as specified by the Authority under section 53 of the Act.
- 4.4.7. The interconnection facilities, to be provided by the Generating Plant are set forth in Schedule 1 attached hereto and made a part hereof

5. POWER PURCHASE

5.1. Power purchase, Sale

- 5.1.1. UPPCL shall accept and purchase MW of power made available by the Generating Plants in accordance with the terms and conditions of this Agreement, at the rate of
- 5.1.2. The rate applicable for supply of electricity by UPPCL to the Generating Plant shall be as per the tariff determined by the Commission under appropriate 'Rate Schedule of Tariff' for the consumer category determined on the basis of the total load requirement of the plant and billing done in the manner as specified by the Commission in the Regulations.
- 5.1.3. The provisions set out in Annexure of Schedule 1 shall govern the Sale and accounting for power purchased by UPPCL.
- 5.1.4. The Generating Company shall abide by the provisions of the Act, Rules, Codes, Regulations, Orders and Directions of the appropriate Authority / Commission issued from time to time regarding generation and evacuation of electricity.

5.2. Dispatch and Scheduling

- 5.2.1. The Generating Plant shall furnish to UPPCL and the STU or SLDC, as the case may be, a day ahead Supply Schedule and other information, as required in the CRE Regulations, 2019 and UP Electricity Grid Code as amended from time to time or provisions of any other regulation, code, order or direction in that regard or as desired otherwise.
- 5.2.2. The Generator shall be required to Schedule its power as per the applicable regulations / requirements / guidelines of CERC / UPERC / SLDC and maintain compliance to the Grid Code requirements and directions, as specified by 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 to the account of the Generator.
- 5.2.3. Generator shall be responsible for deviations made by it from the dispatch schedule and for any resultant liabilities on account of charges for deviation as per applicable regulations.

5.3. Testing Conditions

- 5.3.1. During the period of testing and commissioning of the Generation Facility, all of the electricity that Generator makes available for delivery to UPPCL/ STU at the interconnection Point shall be treated as lapsed and no payment shall be made by UPPCL.

5.4. Use of Bagasse in fuel mix:

- 5.4.1. The use of Bagasse shall be limited to the extent of 10% of total fuel consumption on monthly basis.
- 5.4.2. Non-compliance with the condition of fossil fuel usage by the bidder, during any month, shall render such bidder to be ineligible for tariff determined under this RFP. The sale of power during the defaulting month shall be at a rate lower by Rs 0.50/kWh below the applicable tariff determined under this RFP.

5.5. Taxes:

- 5.5.1. Except for Income Tax, all other taxes, duties and other levies imposed by the Central and/or State Government or other local authorities directly relating to generation shall be payable by UPPCL on production of necessary supporting documents by the Generating Plant, while those relating to sale of electricity, shall be borne and payable by UPPCL.

5.6. Tariff Payable

- 5.6.1. UPPCL shall pay for the Delivered Energy as certified through joint meter reading, for the Term of this Agreement from the Commercial Operation Date, to the Generator every month. The Tariff for the purchase of electricity by the UPPCL from the generation project shall be Rs. / kWh as discovered under the Competitive Bidding and as agreed by the Parties for delivered energy during the period of years. The tariff will be constant and there shall be no escalation during the contractual period other than due to change in law.
- 5.6.2. For MoD purpose, the tariff shall be bifurcated into fixed charge and variable charge in 50:50 ratio.
- 5.6.3. Subject to the succeeding paragraph of this Clause, the Tariff rate and the Tariff Structure for the sale of electricity to UPPCL is firm and the same will not be modified on any account such as exchange rate variation, additional cost on account of fuel. etc.

6. BILLING PROCEDURE AND PAYMENT

6.1.1. UPPCL shall raise monthly bill for electricity purchased by the Generating Plant as per its normal billing cycle after taking into account energy withdrawn from the banked energy and maximum recorded demand in the manner as specified by the Commission in the CRE Regulations, 2019 and such bill shall be payable within the time period stipulated in the General Conditions of Tariff.

6.1.2. The Generating Plant shall raise monthly bill based on the monthly joint meter reading in the Bill Meter at the grid substation (write name) after deduction of bankable energy as certified by UPPCL and in such cases, energy accounting and billing shall be done by the Generating Plant in association with the concerned Discom.

The State Load Despatch Centre shall do energy accounting and billing and the same shall be communicated to the utilities interacting with the grid as per the scheme framed by SLDC in pursuance of the provisions of UPERC Regulations.

6.1.3. The Monthly Bill raised by the Generating Plant shall be delivered to UPPCL at its designated office of (write name) on or before the fifth (5th) working day of the following month hereinafter called the Monthly Bill date.

6.1.4. For payment of any bill within due date, the following rebate shall be paid by the Seller to the Procurer in the following manner:

- (i) A rebate of 2% shall be payable to the procurer for the payments made in full within same month of receipt of bill by the Procurer provided the bill is submitted by 7th of the month.
- (ii) If bill is submitted after 7th day of the month, period of rebate of 2% shall be extended for the days of the delay from 7th day of the month.
- (iii) For payment after the period of 2% rebate but upto the due date, a rebate of 1% shall be allowed for the payment made in full.
- (iv) No rebate shall be payable on the bills raised on account of taxes, duties, cess etc.

6.1.5. For default in payment beyond six months from the date of billing, a Late Payment Surcharge at the rate of 1.25 percent per month or part thereof shall be levied on the billed amount. Format of the Monthly Bill to be raised by the Generating Plant is given in Schedule 3 attached hereto and made a part of this agreement.

6.1.6. The bills raised by the Generating Plant shall be paid in full subject to the conditions that:

- a. There is no apparent arithmetical error in the bill(s).
- b. The bill(s) is/are claimed as per tariff referred in this agreement.
- c. They are in accordance with the energy account referred to in **Para 7** of this agreement.

- 6.1.7. In case of any dispute regarding the bill raised by the Generating Plant, UPPCL shall file a written objection with the Generating Plant within fifteen days of receipt of the bill giving full particulars of the disputed item(s), with full details/data and reasons of dispute and amount disputed against each item. The Generating Plant shall resolve the above dispute(s) with UPPCL within 30 days.
- 6.1.8. In case, the dispute is not resolved within 30 days as provided in para 6.1.7 above, and in the event it is decided to proceed with the Arbitration as provided in **para 17** of this agreement, then UPPCL shall pay 100% of the disputed amount forthwith and refer the dispute for arbitration as provided in this agreement. The amount of excess / shortfall with respect to the said disputed amount on final award of arbitration shall be paid / adjusted; but in case of excess, the adjustment shall be made with interest at rate 1.25% per month from the date on which the amount in dispute was refundable by the generating company to UPPCL.

7. METERING, OPERATING AND INTERCONNECTION PROCEDURES

7.1. Generation Facilities owned and operated by the Generating Plant

- 7.1.1. The Generating Company shall own, install, operate, and maintain the generating plant equipment and associated dedicated transmission line described in Schedule 1. The Generating Plant shall follow such operating procedures on its side of the electric interconnection with STUs system, as are consistent with applicable laws, rules and regulations, the terms and conditions of this Agreement, provisions of the UP Electricity Grid Code, and other related guidelines, if any, issued by UPERC, SLDC, UPPCL, STU and any other concerned Transmission licensee.
- 7.1.2. All electrical equipments shall be installed in compliance with the requirements of the Director of Electrical Safety, Government of Uttar Pradesh and safety specifications of the Central Electricity Authority (CEA) under section 53 of the Electrical Act, 2003.
- 7.1.3. The Generating Plant further agrees to make no material changes or additions to its facility, which may have an adverse effect on STU system, or amend the single-line diagram, relay list and/or trip scheme given in Schedule 1, without UPPCL's prior written consent. UPPCL agrees that such consent shall not be unreasonably withheld or given without the prior permission of STU.
- 7.1.4. Without prejudice to the foregoing, the Generating Plant shall install, operate, and maintain its facility in accordance with accepted prudent utility practices in the electricity industry. The Generating Plant's operation and Maintenance schedules and staffing shall be adequate to meet such standards at all times.
- 7.1.5. UPPCL/STU/ (delete whichever not applicable) shall follow such operating procedures on its side of the electric interconnection point with the Generating Plant, as required to receive Power from the Generating Plant's facility, without avoidable interruptions or adverse consequences on the Generating Plant, and consistent with applicable laws, rules and regulations, and the terms and conditions of this Agreement.

7.2. Procedures

- 7.2.1. Generator shall operate and maintain the Generation Facility in accordance with Prudent Utility Practices and as per the Operating Procedures and Interconnection Procedures set forth in Schedule 1.

7.3. Metering

- 7.3.1. The Generating Plant shall supply two identical sets of ABT compliant meters, with the facility for downloading data to measure the quantity and time details of the Power exported from and imported by the Generating Plant, conforming to the specifications approved by UPPCL/STU, along

with all necessary associated equipment. These meters shall be installed and maintained by UPPCL/STU. These meters shall be installed at the grid substation of STU at the interconnection point. One set of export/import meters shall be termed as Bill Meter and other set will serve as the Check Meter. The complete metering system consisting of meters, Current Transformers & Potential Transformers shall conform to the 0.2 accuracy class, individually and collectively, and shall comply with the technical standards, accuracy and calibration requirements of the Indian Electricity Rules and the specifications of the Bureau of Indian Standard and the guidelines of CEA for installation of meters. The meters shall have AMR facility.

7.3.2. The joint meter readings shall be recorded in the format given in Schedule 4 & 5.

7.3.3. The Meter/Metering system shall be properly sealed and made pilfer proof, to the satisfaction of both parties.

7.3.4. UPPCL (in consultation with STU if the generating plant is connected to the sub-station of STU) shall, test all the metering equipment for accuracy, in the presence of a representative of the Generating Plant, if the Generating Plant so elects, at least once every year while the agreement is in force. Either party may, however, elect to get the meters tested at any time they so desire, at their own cost, in the presence of the other party.

7.3.5. UPPCL/STU's designated representative and the representative of the Generating Plant shall jointly certify the meter test results. After every testing all metering equipment and the Metering system shall be securely sealed jointly by the representatives of UPPCL and the Generating Plant.

7.3.6. The reading and testing of meters and associated equipment shall be in accordance with accepted good engineering practices in the electricity industry.

7.3.7. Calibration, inspection and testing of meters and the associated equipment shall be the responsibility of UPPCL, who shall bear the related costs.

a. Meter readings shall be taken jointly by parties as indicated below: -

b. UPPCL side- (Designation of Authorized Official)

7.3.8. Generating Plant side - Authorized representative of the Generating Plant.

7.3.9. The reading of the Bill Meter shall form the basis for the energy account, provided that the magnitude (i.e. absolute value) of the difference between the Check and Bill Meter reading is within one percent of the Bill Meter reading.

7.3.10. If in any month the readings of the Bill Meter and Check Meter are found to be doubtful or beyond the permissible 1% deviation indicated above, both sets of meters shall be checked and calibrated in the presence of authorised representatives of both the parties. Corrections shall be made, if required, on the basis of the error detected during this process, in the

Monthly Bill for the period between the previous meter readings and the date and time from which accurate readings become available through replacement or re-calibration. These corrections shall be full and final for the Bill of that month.

- 7.3.11. During the period of checking and calibration of both meters simultaneously another export and import meter duly calibrated would be installed by UPPCL (in consultation with STU if the plant is connected to the s/s of STU/other transmission licensee). For this purpose, one spare set of meters would be required to be available with the generating plant at all times.
- 7.3.12. If the Bill Meter is found to be defective, and the Check meter is found to be accurate then the reading from the latter shall be used for billing purpose and the Bill meters would be re-calibrated and re-installed or replaced by duly tested and calibrated meters, as necessary. Where error in the Check Meter is indicated beyond permissible limit but there is no error in the Bill Meter, monthly energy account would be prepared on the basis of the Bill Meter reading and the Check Meter shall be immediately re-calibrated and reinstalled or replaced as necessary. If both meters are found to be defective, then the Bill will be revised on the basis of the in-accuracy discovered in the testing. The M.R.I. output from the meters shall be considered an authentic document for verification.
- 7.3.13. Metering at generating terminal of each unit of the generating plant shall be ensured as per the guidelines of the Central Electricity Authority.

7.4. Records

- 7.4.1. Each Party shall keep complete and accurate records and all other data required by each of them for the purposes of proper administration of this Agreement and the operation of the Power Plant. Among such other records and data, the Generator shall maintain an accurate and up-to-date operating log at the Power Plant with records of: -
 - a. Fifteen (15) minutes logs of real and reactive power generation, frequency, transformer tap position, bus voltage(s), Main Meter and Back up Meter Readings and any other data mutually agreed;
 - b. any unusual conditions found during operation / inspections;
 - c. chart and printout of event loggers, if any, for system disturbances/ outages;
 - d. All the records will be preserved for a period of 36 months.

8. FORCE MAJEURE

8.1.1. If any party hereto is wholly or partially prevented from performing any of its obligations under this agreement by reason of or due to lightning, earthquake, riots, fire, floods, invasion, insurrection, rebellion, mutiny, tidal wave, civil unrest, epidemics, explosion, the order of any court, judge or civil authority, change in State or National law, war, any act of God or a public enemy, or any other similar or dissimilar cause reasonably beyond its exclusive control and not attributable to its neglect, then in any such event, such party shall be excused from whatever performance is prevented by such event, to the extent so prevented, and such party shall not be liable for any damage, sanction or loss for not performing such obligations.

8.1.2. The party invoking this clause shall satisfy the other party of the occurrence of such an event and give written notice explaining the circumstances, within seven days to the other party and take all possible steps to revert to normal conditions at the earliest.

8.1.3. Any payments that become/have become due under this agreement shall not be withheld, on grounds of force majeure conditions developing

8.2. Available Relief for a Force Majeure Event:

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

8.2.2. 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.

9. CHANGE IN LAW

9.1. Definitions

9.1.1. In this Clause 9, the Change in Law means the occurrence of the following after the date of this agreement:

- a) The enactment of any new Indian Law
- b) The amendment, modification or repeal of any existing Indian law or;
- c) The commencement of any Indian law which has not yet entered into effect;
- d) A change in the interpretation or application of Indian Law;
- e) The interpretation, application or enforcement of any existing law or statutory notification in a manner which was not reasonably foreseeable by the Generator (after making due and careful enquiry) at the date of this agreement
- f) The requirement to obtain new consent, permit or license, not owing to nay default of the Generator;
- g) After the date of grant of any Clearance a change in the terms and conditions attaching to such Clearance or the attachment of any terms or conditions; or
- h) Any such Clearance as has been granted ceasing in part or in whole to remain in full force at effect; save, in case of paragraphs (f), (g), and (h) above to the extent that such circumstances arose as a result of any default or neglect on the part of the Generator, its contractors, servants or agents;
- i) that results in any change with respect to any tax or surcharge or cess levied or similar charges by the Competent Government on the generation of electricity (leviable on the final output in the form of energy) or sale of electricity.

9.2. Relief for Change in Law

9.2.1. If a Change in Law results in the Generator's costs directly attributable to the Project being decreased or increased by ten percent (10%), of the estimated revenue from the Electricity for the Contract Year for which such adjustment becomes applicable or more, during Operation Period, the Tariff Payment to the Generator shall be appropriately increased or decreased with due approval of UPERC.

9.2.2. UPPCL or the Generator, as the case may be, shall provide the other Party with a certificate stating that the adjustment in the Tariff Payment is directly as a result of the Change in Law and shall provide supporting documents to substantiate the same and such certificate shall correctly reflect the increase or decrease in costs.

9.2.3. The revised tariff shall be effective from the date of such Change in Law as approved by UPERC, the Parties hereto have caused this Agreement to be executed by their fully authorised officers, and copies delivered to each Party, as of the day and year first above stated.

10. EVENTS OF DEFAULT AND TERMINATION

10.1. Event of Default

10.1.1. The occurrence of any of the following events at any time during the term of this agreement shall constitute a default by the Generating Plant:

- a) Failure on the part of the Generating Plant to use reasonable diligence in operating, maintaining, or repairing the Generating Plant's facility, such that the safety of persons and property, Procurers' equipment, or Procurers' service to others is adversely affected; or
- b) Failure or refusal by the Generating Plant to perform its material obligations under this agreement; or
- c) Abandonment of its interconnection facilities by the Generating Plant or the discontinuance by the Generating Plant of services covered under this agreement, unless such discontinuance is caused by force majeure, or an event of default by Procurers, or
- d) Failure by the Generating Plant to abide by all statutory provisions, rules, regulations, directions and conditions for installation, operation, and supply of power and maintenance of co-generation units etc., enforced from time to time by the Union/State Government, UPERC or other empowered authorities, including compliance with the UP Electricity Grid Code or as amended from time to time, or
- e) Failure by the Generating Plant to pay UPPCL any amount payable and due under this agreement within ninety (90) working days of the demand being raised.

10.1.2. The occurrence of any of the following at any time during the term of this agreement shall constitute a default by UPPCL:

- a) Failure to pay to the Generating Plant any amount payable and due under this agreement within ninety (90) working days of the receipt of the bill/monthly purchase bill; or
- b) Failure to use reasonable diligence in operating, maintaining, or repairing Procurers' interconnecting facilities, such that the safety of persons or property in general, or the Generating Plants equipment or personnel are adversely affected; or
- c) Failure or refusal by Procurers to perform its material obligations under this agreement; or
- d) Abandonment of its interconnection facilities by Procurers or the discontinuance by Procurers of services covered under this agreement, unless such discontinuance is caused by force majeure or an event of default by the Generating Plant.
- e) Except for failure to make any payment due, within ninety (90) working days of receipt of the monthly purchase bill, if an event of default by including non-payment of bills either party extends beyond a period of ninety (90) working days after receipt of written notice of such event of default from the non-defaulting party, then the non-defaulting party may, at its option, terminate this agreement by delivering written notice of such termination to the party in default.

- f) Failure by either Procurers or the Generating Plant to exercise any of its rights under this agreement shall not constitute a waiver of such rights. Neither party shall be deemed to have waived the performance of any obligation by the other party under this agreement, unless such a waiver has specifically been made in writing and approved by the UPERC.
- g) Procurers reserve the right to terminate this agreement upon one month notice to the Generating Plant, if the Generating Plant's facility fails to commence production of electric power within the schedule under this Agreement.

11. INDEMNIFICATION

11.1. Indemnification

11.1.1. The Generating Plant shall indemnify, defend, and render harm free, UPPCL, its members, directors, officers, employees and agents, and their respective heirs, successors, legal representatives and assignees, from and against any and all liabilities, damages, costs, expenses (including attorney's fees), losses, claims, demands, action, causes of action, suits, and proceedings of every kind, including those for damage to property of any person or entity (including the Generating Plant) and/or for injury to or death of any person (including the Generating Plant's employees and agents), which directly or indirectly result from or arise out of or in connection with negligence or willful misconduct of the Generating Plant.

11.1.2. UPPCL shall indemnify and render the Generating Plant, its directors, officers, employees and agents, and their respective heirs, successors, legal representatives and assignees harmless from and against any and all liabilities, damages, costs, expenses (including outside attorney's fees), losses, claims, demands, actions, causes of action, suits and proceedings of every kind, including those for damage to the property of any person or entity (including UPPCL) and/or injury to or death of any person (including UPPCL's employees and agents), which directly or indirectly result from or arise out of or in connection with negligence or willful misconduct by UPPCL.

12. CONTINUITY OF SERVICE

- 12.1.1. The supply of electricity by the Generating Plant shall be governed by instructions from the state load dispatch center, as per the provisions of the UP Electricity Grid Code as amended from time to time. However, UPPCL/STU may require the Generating Plant to temporarily curtail or interrupt deliveries of power only when necessary in the following circumstances:
- a) Repair and/or Replacement and/or Removal of STU equipment or any part of its system that is associated with the Generating Plant's facility; and/or
 - b) Endangerment of Safety: If STU determines that the continued operation of the facility may endanger the safety of STU personnel or integrity of STU electric system, or have an adverse effect on the provision of electricity to UPPCL/STU other consumers/customers; and/or
 - c) Force Majeure Conditions as defined in para 8.

Note: Any necessary inspection, investigation or maintenance of STU equipment or any part of its system that is associated with the Generating Plant's facility shall be planned by STU to coincide with the scheduled outage of the Generating Plant's generation system;

- 12.1.2. Before disconnecting the Generating Plant from STU system, UPPCL/STU/other transmission licensee (delete whichever not applicable)'s system, UPPCL shall, except in the case of an emergent situation, give advance intimation to the Generating Plant through telephone/wireless or through other means of communication along with reasons for disconnection, and the likely period of the disconnection. However, subsequent to disconnection, UPPCL/STU shall immediately notify the Generating Plant by telephone and confirm in writing the reasons for, and the likely period of, disconnection. During the period so notified UPPCL shall not be obligated to accept or pay for any power from the Generating Plant.
- 12.1.3. In any such event as described above, UPPCL/STU shall take all reasonable steps to minimize the frequency and duration of such interruptions, curtailments, or reductions.
- 12.1.4. UPPCL/STU shall avoid scheduling any event described in 12.1.1 above, to the extent reasonably practical, during the Generating Plant's operations. Where the scheduling of such an event during the Generating Plant's operations cannot be avoided, UPPCL /STU shall provide the Generating Plant with fifteen days advance notice in writing to enable the Generating Plant to cease delivery of Power to UPPCL at the scheduled time.
- 12.1.5. In order to allow the Generating Plant's facility to remain on-line and to minimize interruptions to Generating Plant operations, the Generating Plant may provide automatic equipment that will isolate the Generating Plant's facility from STU's system during major system disturbances.

13. DAILY/MONTHLY/ANNUAL REPORT

- 13.1.1. The Generating Plant shall submit daily/monthly/annual and other reports on the format, and as per the procedure, specified in the UP Electricity Grid Code as amended from time to time and under the CRE Regulations or as desired by the STU and UPPCL.
- 13.1.2. The Generating Plant shall submit six monthly progress report during the construction of the plant to the distribution licensee. A Completion report shall be filed by with the Commission within 60 days of commissioning of the plant.

14. ASSIGNMENT OR TRANSFER

14.1.1. This Agreement may not be assigned by either UPPCL or the Generating Plant without the consent in writing of the other party, except that either party may assign its rights under this Agreement, or transfer such rights by operation of law, to any corporation with which or into which such party shall merge or consolidate or to which such party shall transfer all or substantially all of its assets; provided that such assignee or transferee shall expressly assume, in writing, delivered to the other party to this Agreement, all the obligations of the assigning or transferring party under this Agreement.

15. AUTHORITY TO EXECUTE

15.1.1. Each respective party represents and warrants as follows:

- a) Each party has all necessary rights, powers and authority to execute, deliver and perform this agreement.
- b) The execution, delivery and performance of this agreement by each respective party shall not result in a violation of any law or result in a breach of any government authority, or conflict with, or result in a breach of, or cause a default under, any agreement or instrument to which either respective party is a party or by which it is bound.
- c) No consent of any person or entity not a party to this agreement, including any governmental authority, is required for such execution, delivery and performance by each respective party. All necessary consents have been either obtained or shall be obtained in the future as and when they become due.

16. NOTICES

16.1.1. In order to have effective co-ordination between UPPCL and the Generating Plant, a designated official shall be kept on duty round the clock by the Generating Plant and UPPCL in their respective premises, with information to each other about the name, location, telephone number etc., of the official. Without prejudice to discharge of their rightful duties by others, this duty official shall take necessary action on receiving information about developments from the other party. The Generating Plant shall provide reliable and effective communication through wireless/hotline etc., between the Generating Plant & the interconnecting sub-station of STU and between the Generating Plant and the SLDC. The Generating Plant shall make provision for an RTU for remote monitoring of voltage, current and other related electrical parameters, as may be required by the STU.

16.1.2. All notices, certificates or other communications under this Agreement shall be in writing and shall be acknowledged by the Party receiving it. All notices shall be addressed as follows:-

Generator : M/s

At

Telephone :

Fax :

Email :

Attn :

Uttar Pradesh Power Corporation Ltd.
Chief Engineer (Power Purchase Agreement)
14th floor, Shakti Bhawan Extension
Lucknow -226001
Telephone:

or to such other and different address as may be designated by each Party

17. DISPUTE AND ARBITRATION

17.1. Governing Law

17.1.1. This Agreement shall be governed by and construed in accordance with the laws of India, UPERC (Captive and Renewable Energy Generating Plants) Regulations, 2019 and any Orders issued from time to time & Electricity Act, 2003 and shall be governed by and construed in accordance with the laws applicable in the state of Uttar Pradesh.

17.2. Dispute

17.2.1. In the event of any dispute or difference between the parties concerning performance of this agreement and/or the rights and liabilities of the parties in respect of which a procedure for the resolution is not otherwise provided for in this agreement the following provisions shall apply:

- a)..... (Designation of Authorized Official) on behalf of Procurer, and the Authorized Representative of the Generating Plant would be empowered to indicate explicitly the nature and material particulars of the dispute/dissatisfaction and the relief sought, and serve notice thereof on the other, with copy to the Procurer's (Designation of Senior Official of Procurer) of the Circle under whose jurisdiction the Generating plant is located.
- b) On receiving such information, the(Designation of Senior Official of Procurer) of the Circle of Procurer in which the Generating Plant is located, shall be required to personally meet the authorized representative of the Generating Plant and the (Designation of Procurer Official) Executive Engineer of the concerned Division, at his own office, separately and/or together, within 15 (Fifteen) days of the date of receipt of such notice, and attempt in good faith to resolve the dispute to the mutual satisfaction of the two parties, within the stipulations dictated by the letter and spirit of the agreement.
- c) If the dispute is not resolved by way of a settlement being arrived at and duly signed by each of the above officers within (30) thirty days of the date of receipt of the notice described in clause (a) above, the matter may be referred by either or both the above designated officers of the two parties to the Procurer's(Designation of Senior Official of Procurer), who has direct supervisory jurisdiction over the..... (Designation of Senior Official of Procurer) referred to above, with information to the Chief Executive of the Generating Plant. Within 15 days of receipt of such notice, the (Designation of Senior Official of Procurer) and the Chief Executive of the Generating Plant would be required to meet at the formers office and endeavour to settle the dispute within a further period of (30) thirty days i.e. within a total period of 45 (forty Five) days from the initial date of receipt of the notice by the (Designation of Senior Official of Procurer).

17.2.2. If the said dispute / dissatisfaction remains unresolved, either party can file a petition before UPERC, whose decision will be final and binding on both the parties. UPERC shall be empowered to determine the exact nature and modalities of the procedure to be adopted in resolving the matter. Any dispute or disagreement as to the interpretation or performance, rights and obligations of this Agreement which cannot be settled by negotiation among the Parties within sixty (60) days.

17.2.3. Such Dispute or disagreement shall be submitted to UPERC at the request of either party upon written notice to that effect to the other party.

18. MISCELLANEOUS PROVISIONS

18.1. Liability and Dedication

18.1.1. Nothing in this agreement shall create any duty, standard of care, or liability to be discharged by any person not a party to it.

18.1.2. No undertaking by one party to the other under any provision of this Agreement shall constitute the dedication of that party's system or any portion thereof to the other party or to the public; or affect the status of UPPCL as a public utility or constitute the Generating Plant or the Generating Plant's facility as a public utility.

18.2. Amendment

18.2.1. Except otherwise provided herein, this Agreement may not be amended except by a signed agreement in writing between the parties. All the terms and conditions referred with this agreement shall be subjected to amendment in line with the approval / Orders as shall be issued by UPERC from time to time.

18.3. Binding effect

18.3.1. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives, and permitted assignees.

18.4. Effect of section and annexure headings

18.4.1. The headings or titles of the various sections and annexures hereof are for convenient reference and shall not affect the construction or interpretation of any provision of this Agreement.

18.5. Non-waiver

18.5.1. No delay or forbearance by either party in the exercise of any remedy or right will constitute a waiver thereof, and the exercise or partial exercise of a remedy or right shall not preclude further exercise of the same or any other remedy or rights.

18.6. Relationship of the Parties

18.6.1. Nothing in this Agreement shall be deemed to constitute either party hereto as partner, agent or representative of the other party or create any fiduciary relationship between the parties.

18.7. Entire Agreement

18.7.1. This agreement constitutes the entire understanding and agreement between the parties.

18.8. No Party Deemed Drafter

18.8.1. The parties agree that no party shall be deemed to be the drafter of this Agreement and that in the event this Agreement is ever construed by arbitrators, or by a court of law, no inference shall be drawn against either party on account of this Agreement or any provision hereof being drafted by them. UPPCL and the Generating Plant acknowledge that both parties have contributed substantially and materially to the preparation of this Agreement.

18.9. Approvals

18.9.1. Wherever approvals from either UPPCL or the Generating Plant are required in this Agreement, it is understood that such approvals shall not be unreasonably withheld.

18.10. Schedules

SCHEDULES 1 TO 11 WOULD FORM PART OF THIS AGREEMENT.

18.11. Standard for decision making

18.11.1. All operational decisions or approvals that are to be made at the discretion of either UPPCL or the Generating Plant, pursuant to the terms of this agreement, including specifications and design criteria etc., shall be made or performed according to good engineering practices prevailing in the electricity industry.

18.11.2. Professional decisions or activities undertaken by either party for the purpose of constructing, installing, removing, maintaining or operating any facility, which may affect the operations of the other party's facility or facilities, shall be made or performed according to good engineering practices prevailing in the electricity industry.

18.12. Counterparts:

18.12.1. This Agreement may be executed in two counterparts and by each party on a separate counterpart, each of which when executed and delivered shall constitute an original, but both counterparts shall together constitute but one and the same instrument.

18.13. Successors and Assigns:

18.13.1. This Agreement shall be binding upon, and insure to the benefit of, the parties hereto and their respective successors and permitted assigns.

18.14. Permissions from different authorities

18.14.1. All the relevant permissions/license from concerned authorities including UPERC if required will be sought by the generator at their own cost.

IN WITNESS WHEREOF the parties herein below have executed these presents on the day _____, month _____ and the year 2020 herein mentioned.

This Agreement shall be binding upon, and insure to the benefit of, the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, UPPCL and the GENERATOR (M/s) have executed this Agreement on the date set forth herein on the FIRST PAGE.

SIGNED, SEALED and DELIVERED by

Shri.	Shri
Designation	Chief Engineer (PPA)
For and on behalf M/s	For and on behalf of UTTAR PRADESH POWER CORPORATION LTD. (UPPCL)
In the presence of	
Shri.	Shri.
Designation	Superintending Engineer (PPA)
Shri.	Shri.
Designation	Executive Engineer (PPA)

Schedule 1- Particulars of the Project

1. The Generating Plant:

a. Name:	
b. Location:	
c. Chief executive:	
d. Contact person:	
e. Mailing address:	
f. Telephone number:	
g. Fax number/Email:	
h. Emergency telephone number:	

2. Generating Equipment:

a. Boilers:	
b. Turbo-generator sets:	
c. Generation voltage and Speed:	
d. Capacity of Turbine:	
e. Type of governor:	
f. Transformer:	

Transmission Line:

First Synchronization date:

Commercial operation date:

Sr.No.	Item	Description
1	Project Capacity	
2	Units to be generated per annum (kWh) at projected PLF	
3	Auxiliary Consumption (kWh)	
4	Reactive Power requirement	
5	Scheduled Month /Year of Commissioning	
6	Plant Load Factor (PLF- %)	
7	Type Test Certificate	
	Any Other Documents	

Seal of Company

Name of Seller:

Date:

Sign

3. Stipulations relating to the facilities:

- 3.1. For the purpose of this agreement the Generating Plant's facility includes all real estate, fixtures, and property owned, controlled, operated or managed by the Generating Plant in connection with or to facilitate generation, transmission, delivery, or furnishing of electricity or required to interconnect and deliver the electricity to UPPCL's system.

(Explanation: A single-line diagram relay list and trip scheme of the Generating Plant's facility, reviewed and accepted by UPPCL at the time the Agreement is signed, shall be attached to this agreement and made part hereof. The single-line diagram, relay list, and trip scheme shall expressly identify the point of electrical interconnection of the Generating Plant's facility to UPPCL/STU/other transmission licensee (delete whichever not applicable)'s system. Material changes or additions to the Generating Plant's generating and interconnection facilities reflected in the single-line diagram, relay list, and trip scheme shall be approved by UPPCL.)

- 3.2. The Generating Plant shall furnish, install, operate and maintain facilities such as breakers, relays, switches, synchronising equipment, monitoring equipment, and control and protective devices as suitable for parallel operation with UPPCL/STU/other transmission licensee (delete whichever not applicable)'s system and acceptable to UPPCL. Such facilities shall be accessible to authorised UPPCL personnel for inspection, with prior intimation to the Generating Plant.
- 3.3. The Generating Plant shall furnish, in accordance with UPPCL/STU/other transmission licensee (delete whichever not applicable)'s requirements, all conductors, service switches, fuses, meter sockets, meter and instrument transformer housings and mountings, switches, meter buses, meter panels, and similar devices required for the service connection and meter installation at STU premises. This equipment shall be installed and Commissioned by STU.
- 3.4. UPPCL/STU shall review and approve the design drawings and Bill of Material for the Generating Plant's electrical equipment, required to interconnect with UPPCL/STU/other transmission licensee (delete whichever not applicable)'s system. The type of electrical equipment, the type of protective relaying equipment and the settings affecting the reliability and safety of operation of STU and the Generating Plant's interconnected system shall be approved by STU/UPPCL. UPPCL, at its option, may request witnessing operation of the control, synchronising, and protection schemes.
- 3.5. The Generating Plant shall provide a manual isolating device, which provides a visible break to separate the Generating Plant's facilities from UPPCL/STU/other transmission licensee (delete whichever not applicable)'s system. Such a disconnecting device shall be lockable in the OPEN position and be readily accessible to UPPCL personnel at all times.

4. Operating Procedures:

- 4.1. The Generating Plant shall operate its plant when interconnected with the grid as per the procedure given in the UP Electricity Grid Code as amended from time to time. The overall responsibility of operation and implementation of the UP Electricity Grid Code rests with the State Load Despatch Centre and the State Transmission Utility under the provisions of the Act, 2003.
- 4.2. The Generating Plant's normal annual Maintenance shall be carried out from to
- 4.3. The Generating Plant shall notify UPPCL/STU/other transmission licensee (delete whichever not applicable)'s interconnecting substation and SLDC prior to synchronising a generator on to or taking a generator off of the system. Such notification should be as far in advance as reasonably possible under the circumstances causing the action.

5. Single Line Diagram

(To Be Inserted Here)

Annexure

1. Sale and Accounting for Power

- 1.1. In case the Generating Plant is not a consumer of UPPCL, protective gear at UPPCL/STU (as the case may be)'s Substation would be designed to ensure that reverse flow of power from STU/ UPPCL's system to the Generating Plant is totally blocked out and the circuit breaker at the Substation gets opened automatically when required. However, notwithstanding this provision, if any export to the Generating Plant takes place, it would be paid for by the Generating Plant in accordance with the terms of this agreement.
- 1.2. On the first day of the Energy Account Month, the Generating Plant shall provide information in writing or Generation Schedule to SLDC and M/s UPPCL, when ABT is implemented in the state about the quantity of Power to be wheeled by way of purchase or sale, as the case may be, during the month.

or
- 1.3. The purchase of electricity by UPPCL shall be subject to the provisions of the Distribution Licence, CRE Regulations & Directions of UPERC and other statutory authorities, and requirements of the State Load Despatch Centre.
- 1.4. Power accounting and Billing would be done on the basis of the section titled "Metering" in the main agreement (Clause No. 7.3)

To be filled & duly signed by Seller

Sr. No.	Particulars	Details to be filled up by the Seller
1.	Land details	
2.	Total area of the land in possession	
3.	Name of (a) village (b) Tehsil (c) District Location/Installation	
4.	Power Evacuation system used for transmitting the power generated from the plant to the Delivery Point	

Interconnection facilities provided by the Generating Plant

	Items provided	Not provided
<u>Line Bay/s</u>		
a) Structures		
b) Bus Bars, Clamps And Connectors		
c) Grounding Grid		
d) Isolators		
e) Current Transformers		
f) Circuit Breakers		
g) Control Cubicles		
h) Control Cabling		
i) AC / DC Power Supply		
j) Communication Equipment		
k) Synchronisation & Protection Facilities		
l) Automatic Voltage Regulator		
m) Auto Synchronisation Unit		
n) Check Synchronisation Relay		
<u>Protection For Internal Faults:</u>		

	Items provided	Not provided
a) Differential Generator		
b) Differential Unit Transformer		
c) Restricted Earth Fault		
d) Stator Earth Fault		
e) Rotor Earth Fault		
f) Inter-Turn Fault		
g) Over Voltage		
h) Loss of Excitation		
i) Under Voltage		
j) Reverse Power		
k) Low Forward Power Relay		
<u>Protection Against Grid Faults:</u>		
a) Minimum Impedance (Distance Protection Relay)		
b) Unbalance (Negative Phase Sequence)		
c) O/C & E/F (Unit Transformer)-LT & HT		
<u>Items</u>	Items Provided	Not Provided
a) Overload Alarm		
b) Over Fluxing Relay		
<u>Protection Against Grid Disturbances:</u>		
a) Under Frequency		
b) Over Frequency		
c) Pole Slip		

Seal of Company
Seller: Date:

Name of
Signature:

Schedule 2- Plant Layout

Attach Appropriate Drawings/Documents

Schedule 3- Format for Monthly Power Bill

Sample Monthly Bill

Invoice

Date :	
For the Month of:	
Monthly Purchase Bill No.	
Name of Buyer: DISCOM	Name of the Generating Plant:
Address:	Address:
Town:	Town:
District:	District:
PIN Code:	PIN Code:
Tel. No.:	Tel. No.:
Fax:	Fax:

Description	Quantity	Unit Price	Amount
1.Energy Supplied (kWh)			
2.Energy For Wheeling (kWh)			
3.Energy For Payment (kWh) (1-2)			

Other Charges:

Less/Add:	
Subtotal:	
Total Due :	

Verified by:

For Generating Plant Ltd.

For DISCOM

Authorised Signatory

Authorised Signatory

Schedule 4- Bill Meter Readings Of Generating Plant

Reading should be taken on 1st working day of every month, at 12.00 noon.

Name of the generating plant:	
Place:	
Taluka:	
District:	
State:	
C.T. Ratio available/connected:	
P.T. Ratio available/connected:	
Scale factor (if any):	
Multiplying factor (mf):	
Billing meter make / number:	

Meter Readings:

<u>kWh</u>	Export Meter Reading	Import Meter Reading
Previous Reading		
Current Reading		
Difference		
Difference X Multiplying Factor		

Authorised Signatory

Authorised Signatory

Authorised Signatory

Executive Engineer
Transmission

Executive Engineer Discom

Auth. Representative
Generating Plant

Date:

Notes:

- 1.DISCOM / STU shall maintain a daily logbook to record hourly readings of the Bill Meter/ HT Meter.
- 2.The Generating Plant shall maintain a daily log to record the hourly generation and supply in KWh, along with the schedule given by DISCOM's Despatcher.
- 3.If the meter is changed, the reason/s, date, time of meter change and new meter make and number must be recorded by both parties.

**Schedule 5- Check Meter Readings of
Generating Plant**

Reading should be taken on 1st working day of every month, at 12.00 noon.

Name of the generating plant:	
Place:	
Taluka:	
District:	
State:	
C.T. ratio available/connected:	
P.T. ratio available/connected:	
Scale factor (if any):	
Multiplying factor (mf):	
Check meter make / number:	

Meter readings:

kWh	Export meter reading	Import meter reading
Previous reading		
Current reading		
Difference		
Difference x multiplying factor		

Authorised Signatory

Authorised Signatory

Authorised Signatory

Executive Engineer
Transmission

Executive Engineer
Discom

Auth. Representative
Generating Plant

Date:

Notes:

1. DISCOM /STU shall maintain a daily logbook to record hourly readings of the Check Meter/ HT Meter.
2. The Generating Plant shall maintain a daily log to record the hourly generation and supply in KWh, along with the schedule given by DISCOM's Despatcher.
3. If the meter is changed, the reason/s, date, time of meter change and new meter make and number must be recorded by both parties.

Schedule 6: Representation and Warranties

Representations and Warranties by the Procurer

1. Procurers hereby represent and warrant to and agree with the Seller as follows and acknowledge and confirm that the Seller is relying on such representations and warranties in connection with the transactions described in this Agreement:
 - i) The Procurers have all requisite powers and has been duly authorized to execute and consummate this Agreement;
 - ii) This Agreement is enforceable against the Procurers in accordance with its terms;
 - iii) The consummation of the transactions contemplated by this Agreement on the part of the Procurers will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the Procurers is a party or to which the Procurers is bound, which violation, default or power has not been waived;
 - iv) The Procurers are not insolvent and no insolvency proceedings have been instituted, nor threatened or pending by or against the Procurers;
 - v) There are no actions, suits, claims, proceedings or investigations pending or, to the best of the Procurer's knowledge, threatened in writing against the Procurers at law, in equity, or otherwise, and whether civil or criminal in nature, before or by, any court, commission, arbitrator or governmental agency or authority, and there are no outstanding judgments, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially adversely affect its ability to comply with its obligations under this Agreement.
2. Procurers make all the representations and warranties above to be valid as on the date of this Agreement.

Representations and Warranties of the Seller

3. The Seller hereby represents and warrants to and agrees with the Procurers as follows and acknowledges and confirms that the Procurers are relying on such representations and warranties in connection with the transactions described in this Agreement:
 - i) The Seller has all requisite power and has been duly authorized to execute and consummate this Agreement;
 - ii) This Agreement is enforceable against the Seller in accordance with its terms;
 - iii) The consummation of the transactions contemplated by this Agreement on the part of the Seller will not violate any provision of, nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other

contract to which the Seller is a party or to which the Seller is bound which violation, default or power has not been waived;

- iv) The Seller is not insolvent and no insolvency proceedings have been instituted, or not threatened or pending by or against the Seller;
 - v) There are no actions, suits, claims, proceedings or investigations pending or, to the best of Seller's knowledge, threatened in writing against the Seller at law, in equity, or otherwise, and whether civil or criminal in nature, before or by, any court, commission, arbitrator or governmental agency or authority, and there are no outstanding judgments, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially adversely affect its ability to supply power or to comply with its obligations under this Agreement.
 - vi) The Seller/ Successful Bidder has neither made any statement nor provided any information in his Bid, which was materially inaccurate or misleading at the time when such statement was made or information was provided. Further, all the confirmations, undertakings, declarations and representations made in the Bid are true and accurate and there is no breach of the same.
4. The Seller makes all the representations and warranties above to be valid as on the date of this Agreement.
5. In the event that any of the representations and warranties made by the Seller in the Article above not true or are incorrect, the occurrence of such event would amount to a Seller Event of Default under Article 14 of this Agreement and the Procurers shall have the right to terminate this Agreement in accordance with Article 14 of this Agreement.

Schedule 7: Representation and Warranties
DAILY GENERATION REPORT

Active Power (KWh)

Time	Scheduled	Meter Reading	Difference x M.F.
00			
01			
02			
03			
04			
05			
06			
07			
08			
09			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
	Total (for each column)		

Summary of Active Power, KWh

Time	Scheduled	Meter Reading	Difference x M.F.
Daily			
0600 – 2200			
2200 - 0600			
Cumulative for Month			
0600 – 2200			
2200 - 0600			

To:

1. Concerned SLDC, UPPCL
2. Executive Engineer, Transmission, UPPCL
3. Authorised Representative of the Generating Plant

Schedule 8- Monthly Tripping Report

Name and Address of the Generating Plant :
 Installed generation Capacity (MW) :
 Date of First Commissioning (Synchronising) :
 Date of Commercial Operation :
 Date of Synchronising :
 Progressive Days (generation): In Days :

TRIPPING ON FAULT:

S. N	Tripping		Tripping Reasons				Synchronization		Total Time Lost		Remark
	Date	Time	Relay Operated	Mec	Elec	Others	Date	Time	Hr	Min	
		Hr Min						Hr Min			

- To:
1. Concerned SLDC, DISCOM
 2. Authorised Person/ Executive Engineer, STU
 3. Authorized Representative of the Generating Plant

Schedule 9- Planned & Forced Outage

S.N	Outage			Outage Reasons				Synchronisation		Time lost		Remark	
	Date	Time		No Fuel	Mech	Elec	Other	Date	Time		Hr		Min
		Hr	Min						Hr	Min			

Progressive Days :

Time Lost (In Hours) :

•During Month& Year :

•Since First Commissioning :

To:

1. Concerned SLDC, DISCOM
2. Authorised Person/ Executive Engineer, STU
3. Authorized Representative of the Generating Plant

Schedule 10- Selected Bid

Schedule 11- Names and details of the Procurers

Sl. No.	Name of the Procurer	Address of the Registered Office of Procurer	Law under which incorporated	Contracted Capacity (MW)
	Paschimanchal Vidyut Vitran Nigam Ltd.	Urja Bhawan, Victoria Park, MD Camp Office. Meerut 250001. Phone : +91-0121-2665734. Fax : +91-121-2666062	Companies Act, 1956	
	Purvanchal Vidyut Vitran Nigam Ltd.	DLW Bhikharipur, Varanasi - 221004. Phone: (0542) 2318348, Fax: (0542) 2319439	Companies Act, 1956	
	Madhyanchal Vidyut Vitran Nigam Ltd.	4A Gokhaley Marg, Lucknow. Phone: +91-522-2204044/ 2208737, Fax: +91-522-2208769	Companies Act, 1956	
	Dakshinanchal Vidyut Vitran Nigam Ltd.	Urja Bhawan, NH - 2 (Agra – Delhi Bypass Road), Sikandra, Agra - 282002. Phone & Fax : 0562- 2605465	Companies Act, 1956	
	Kanpur Electricity Supply Company Ltd.	Kesa House, 14/71 Civil Lines, Kanpur Ph : 0512-2540505	Companies Act, 1956	
Total				