

**Addendum 5**

**Date: 16.11.2018**

**Draft Implementation and Support Agreement**

For Grid Connected

Solar Photo Voltaic Projects

Under

National Solar Mission

for

Raghanesda Ultra Mega Solar Park (700 MW)

In Gujarat

**ISSUED BY**

**Gujarat Power Corporation Limited  
Block No. 6/8, Sixth floor, Udyog Bhavan, Sector-11,  
Gandhinagar, Gujarat – 382011**

**RfS No. GUVNL / 700 MW / Solar (Phase III) dated 28.09.2018  
(Tender Search Code @ TCIL:GUVNL-2018-TN000004)**

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## 2 Definitions

- a) "Act" or "Electricity Act, 2003" shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
- b) "Agreement" shall mean the Implementation and Support Agreement made between "GPCL" and the "Solar Power Project Developer (SPD)"
- c) "GPCL" shall mean Gujarat Power Corporation Limited, a company incorporated under the Companies Act, 2013 having its registered office at Block No. 6/8, Sixth floor, Udyog Bhavan, Sector-11, Gandhinagar, Gujarat – 382011 India. "GPCL" here in after referred to as the "SPIA" or "Solar Park Implementing Agency".
- d) "Company" shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013 as applicable, which expression shall unless be repugnant to the context or meaning hereof be deemed to mean & include its successors in business and assigns.  
"Commercial Operation Date (COD)" shall be the date certified by GEDA upon successful commissioning of the full capacity of the Project or the last part capacity of the Project as the case may be.
- e) "CTU" or "Central Transmission Utility" shall mean the Central Transmission Utility as defined in sub-section (10) of Section 2 of the Act i.e Power Grid Corporation of India Limited (PGCIL).
- f) "Demised Premises" shall mean all that piece of leased land in Raghanesda Ultra Mega Solar Park (700 MW) at Raghanesda Village of Banaskantha District of Gujarat and more particularly described in Schedule\_\_\_\_\_ written hereunder and delineated on the plan hereto annexed in Annexure "\_\_\_\_\_", together with all rights, liberties, privileges, easement advantages and appurtenances, whatsoever thereto belonging or in any manner appurtenant thereto or usually held or occupied therewith or reputed to belong or be appurtenant thereto except and reserving unto GPCL all mines and minerals in and under the premises.
- g) GOI / Gov means Government of India
- h) GOG / GoG means Government of Gujarat
- i) "GUVNL" shall mean "Gujarat Urja Vikas Nigam Limited" incorporated as a Govt. of Gujarat Company and shall be a procurer under Power Purchase Agreement executed by SPD as per terms and conditions of RfS No. GUVNL / 700 MW / Solar (Phase III) dated 28.09.2018."
- j) "Inter-connection point" or Delivery point" shall mean the 220 kV /400kV Sub-Station of CTU. The Solar PV Project of SPD shall be connected to Inter-Connection Point through 33 kV / 220 kV Internal Pooling Sub-station. The SPD shall lay 33 kV cable from project upto low voltage Bus Bar of Internal Pooling Station at its own cost. All line losses upto Inter-connection point will be on account of the Solar Power Developers.

- k) "Metering point" shall mean the point at 220 kV side of 400/220 kV Khimanawas Sub-Station of CTU . However, one more metering system is to be installed at 33 kV side of 220/33 kV Internal Pooling Sub-station where power from the Solar Power Project is injected for measuring export / import from each project. Energy recorded in the meter placed at CTU Substation shall be apportioned to each project in the proportion of energy recorded in the meters placed at Pooling Substation.
- l) MNRE : Ministry of New & Renewable Energy, Government of India
- m) "MNRE Guidelines" shall mean the Guidelines issued by Ministry of New & Renewable Energy, Government of India from time to time for Development of Solar Parks under National Solar Mission and its amendments, if any.
- n) Raghanesda (or Radhanesda) Solar Park : Raghanesda Solar Park means a solar park developed by GPCL in the land possessed or acquired from private owner or got on lease from GoG at a village Raghanesda ( or pronounced as " Radhanesda" ), Ta Vav Dist Banskantha.
- o) "Party" or "Parties" shall refer to GPCL and the SPD individually or collectively.
- p) "Pooling Sub Station (PSS) " shall mean a point where more than one solar PV project may connect to a common transmission system within a Solar Park prior to their interconnection with the Grid.
- q) "Power Purchase Agreement" or "PPA" shall mean the Power Purchase Agreement between GUVNL and SPD, including its recitals and schedules, amended or modified from time to time in accordance with the terms hereof.
- r) "Project Commissioning" or "Commissioning" the Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid as per Certificate of Project commissioning issued by Gujarat Energy Development Authority (GEDA) and such date shall be considered as date of Project Commissioning.
- s) *Scheduled Commercial Operation Date ( SCOD) : as defined in PPA*
- t) "Solar Park" shall mean concentrated zone of development of solar power generation projects and provides an area that is well characterized with proper infrastructure including power evacuation and access to amenities. Solar Park will also facilitate developers by reducing the number of required approvals;
- u) "Solar PV Project" or "Project" shall mean the Solar Photo Voltaic power project that utilizes sunlight for direct conversion into electricity through Photo Voltaic technology and have various apparatus like Solar Panels, Structures, AC – DC cables, invertors, transformers, electric substations and other supporting ancillaries / equipments etc.;
- v) "SPD" or "Solar Power Developer" shall mean Bidding Company or a Bidding Consortium that got selected through the bidding process conducted by GUVNL under RfS No. GUVNL / 700 MW / Solar (Phase III) dated 28.09.2018. Any reference to the Solar Power Developer includes Bidding Company / Bidding Consortium/Consortium, Member of a Bidding Consortium including its successors, executors and permitted

assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require.

- w) *"SPIA" or "Solar Park Implementing Agency"* shall refer to *"GPCL"* designated as the Solar Park Implementing Agency for Raghnesda Ultra Mega Solar Park (700 MW) in the State of Gujarat.
- x) *"State Solar Power Policy"* shall mean the Gujarat Solar Power Policy 2015 and its amendments from time to time.
- y) *"STU" or "State Transmission Utility"* or shall mean the Board or the Government Company notified by the respective State Government under Sub-Section I of Section 39 of the Electricity Act i.e. Gujarat Energy Transmission Company (GETCO).

### 3 The Agreement

This Implementation and Support Agreement is made at \_\_\_\_\_ on \_\_\_\_\_ day of the month \_\_\_\_\_ of the year Two Thousand \_\_\_\_\_.

#### **BETWEEN**

M/s Gujarat Power Corporation Limited, a company incorporated under the Companies Act, 2013 having its registered office Block No. 6/8, Sixth floor, Udyog Bhavan, Sector-11, Gandhinagar, Gujarat – 382011, ( CIN NO. ) India, (herein after referred to as 'GPCL' or "SPIA"), which expression shall unless repugnant to the context or meaning thereof, includes its successors-in-office, administrators and permitted assignees of the First Part

#### **AND**

\_\_\_\_\_, a company registered under the provisions of the Companies Act, 1956 or 2013 and having its registered office at \_\_\_\_\_ ( CIN NO. ) hereinafter referred as the "SPD" or "Solar Power Developer" (which expression shall unless be repugnant to the context or meaning hereof be deemed to mean & include its successors in business and assigns) of the Other Part. ( Note : ISA shall be executed in the exact name and with same composition of equity holders in which PPA has been executed )

#### **RECITALS**

- a. Whereas, Gujarat Power Corporation Limited (GPCL) was incorporated in the year \_\_\_1990\_\_\_ under the Companies Act, 1956 with an objective to plan, develop and operate solar parks in the State of Gujarat to promote clean and renewable energy source i.e. Solar Power Generation .
- b. Whereas, GPCL has been designated as Solar Park Implementing Agency (SPIA) for facilitation and implementation of the Raghnesda Ultra Mega Solar Park (700 MW) to be developed at Raghnesda Village of Banaskantha District of Gujarat under National Solar Mission by MNRE vide its guidelines for Development of Solar Parks issued in June 2015 and its amendments thereon. As part of its functions, GPCL facilitates setting up of power projects by public/private developers in the State of Gujarat.
- c. Whereas GPCL has obtained approval to set –up Raghnesda Solar Park from GoG and MNRE ( GOI) vide letters dated \_\_\_\_\_ and \_\_\_\_\_ respectively.
- d. Whereas, GPCL, as part of Solar Park development, will identify and acquire land required and will develop various infrastructure like internal transmission system, water supply, road connectivity, drainage system etc as described in Article 7.

- e. Whereas, for the purpose of setting up Raghnesda Ultra Mega Solar Park, GPCL has been allotted all pieces and parcels of land bearing Survey Nos. \_\_\_\_\_ etc. of Raghnesda Village of Banaskantha District. GPCL as such has absolutely seized, possessed and is sufficiently entitled to the Land;
- f. Whereas, GPCL has allotted the land to the SPDs who are selected through the bidding process conducted by GUVNL through RfS No. GUVNL / 700 MW / Solar (Phase III) dated 28.09.2018 for Raghnesda Ultra Mega Solar Park (700 MW) in Gujarat.
- g. The land allotted to the SPD is described in Schedule written hereunder (hereinafter referred to as the "Land").
- h. Whereas, GPCL, after considering the expenditure for Development of Infrastructure, will collect one time charges, as per given schedule, as Solar Power Park Development Expenses (Known as "Upfront Development Charges") towards capital cost for Land development and for providing Common Infrastructure such as Internal Pooling Substation (33kV/220 kV) Transmission Lines (only 220 kV) and associated metering CT-PT, as per prevailing rules, regulations and act, Roads, Water Supply System, Drainage System, and other Infrastructure facilities in the Solar Park. In addition to the One time Solar Power Park Development Expenses from Solar Power Developers (SPDs), all applicable taxes, duties, cess and other Government levies will be collected separately from Solar Power Developers. (For the purpose of Clarity, it is to state that initial metering CT-PT cost is covered under UDC. Whereas ABT Meter cost and, the costs for modifications / changes in metering arising due to modification /amendment in any provision in Regulations, Grid Code, and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, or Electricity Act, from time to time, such modification/ replacement cost has to be borne by SPD.
- i. In addition to the UDC, the GPCL will separately charge Annual O&M charges for Operation and Maintenance of the facilities as described in Article – 7 in the Solar Power Park as per the terms of this agreement. In addition to the Annual O&M Charges, all applicable taxes, duties, cess and other Government levies will be collected separately from Solar Power Developers.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, the Parties hereby agree as follows:

#### **4 Definitions and Rules of Interpretation**

The definitions set out in Section 2 "Definitions" shall apply to this Implementation and Support Agreement except where the context otherwise requires.

## **5 Effective Date and Duration**

### **5.1 Effective Date**

This Implementation and Support Agreement shall come into effect from the date of its execution by both the Parties.

### **5.2 Duration of Agreement**

The Agreement is valid for 25 years from the SCOD of the project subject to the terms and conditions contained here in this Agreement.

### **5.3 Renewal of Agreement**

The Agreement may be extended for a further period on mutually agreed terms and conditions at least 180 days prior to the expiry date.

## **6 Payment Terms**

### **6.1 One time Solar Power Park Development Expenses (UDC):**

6.1.1 One time Solar Power Park Development Expenses known as Upfront Development Charges (UDC ), towards capital cost for development of solar park and for providing Common Infrastructure such as Internal Transmission System, CT-PTs at 33 kV level and 220 kV level, Roads, Water Supply, Drainage System, etc as described in Article 7, of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) calculated at the rate of Rs. \_40,00,000/- per MW ( Rupees Forty lakhs per MW only ) shall be paid by the SPD to SPIA as mentioned in SCHEDULE B

6.1.2 Above rate is basic rate of UDC and exclusive of applicable taxes.

6.1.3 GST, Service tax and all other taxes, duties, cess and other Government levies applicable on such transaction shall be reimbursed to the SPIA by the SPD within stipulated days from the date of issue of bill by SPIA as mentioned in SCHEDULE B.

6.1.4 UDC & its Payment Security Mechanism:

- a. SPD shall have to pay UDC and Application fee as per the SCHEDULE B.
- b. Upon payment of minimum 25% of UDC, GPCL shall give the advance possession of land and shall allow SPD to work at Site.
- c. Upon submission of Bank Guarantee for remaining amount of UDC or upon payment of 100% UDC, GPCL shall proceed for execution of Lease Deed



- d. Delayed Interest and Penal Interest on of UDC as mentioned in SCHEDULE B shall be levied, if
  1. SPD fails to execute the agreement within one month from date of signing of PPA and/or
  2. SPD does not pay minimum 25% of UDC as mentioned in SCHEDULE B ( to the extent of minimum 25% of UDC )
  3. SPD does not submit Bank Guarantee within time limit as mentioned in SCHEDULE B with validity of one year for remaining UDC
- e. If PPA is terminated by GUVNL or SPD, after Singing of PPA but prior to SCOD, GPCL shall have a right to recover the expenditure incurred towards common infrastructure created in Solar Park to the extent of capacity allocated to the said bidder, either from paid amount towards UDC and/or encashment of Bank Guarantee, as the case may be.
- f. If payment of application fee or UDC are substantially delayed, then GPCL reserves right to cancel this agreement and/or lease agreement and /or recommend to GUVNL to cancel the PPA.
- g. If SPD fails to pay 100% UDC within a period of twelve months from Singing of PPA, then GPCL shall have right to levy the Delayed Interest and/or Penal Interest and / or extend the Bank Guarantee with provision of penal charges, as the case may be.

## **6.2 Annual Operation & Maintenance of Common Infrastructure Facilities of Solar Park ( O&M of CIFSP Charges)**

- 6.2.1 Annual O&M of CIFSP charges of Rs. ----- (Rupees ----- Only) calculated at the rate of Rs.1,98,000 (Rupees One lakh ninety eight thousand only) per MW per annum in the first year which is escalated annually at the rate of 5% shall be payable by SPD on or before 30<sup>th</sup> April at the beginning of each financial year during the agreement period.
- 6.2.2 Above rate is basic rate of first year of O&M of CIFSP and exclusive of applicable taxes.
- 6.2.3 First year annual O&M charges shall be payable by SPD on prorata basis within 15 days from the SCOD.
- 6.2.4 GST, Service tax and all other taxes, duties, cess and other Government levies applicable on such transaction shall be reimbursed to the SPIA by the SPD within stipulated days from the date of issue of bill by SPIA as mentioned in SCHEDULE B.
- 6.2.5 O&M of CIFSP also cover insurance of common facilities belongs to GPCL / SPIA
- 6.2.6 GPCL shall enter into separate O&M & Other charges Agreement, within one month from SCOD
- 6.2.7 The major content mentioned relevant to O&M of CIFSP and other recurring charges mentioned herein this agreement & lease deed would be part and base of such agreement.

## **6.3 Charges for Water Supply :**

- A. Water Charges are separate and independent from O& M of CIFSP charges.
- B. Water consumed by SPD shall be “metered and charged” OR “pre-allocated on the basis of advance demand” at the rate of Rs.25.94 per Kilo Litre for the year 2018-19, with an increment of 15% every year.
- C. GPCL shall levy additional 5% of basic water rate as administrative charges.
- D. Water supply shall be governed as per the agreement executed or to be executed between Saradar Sarovar Narmada Nigam Limited and GPCL
- E. Water Quantity shall be measured at the “Offtake” point of SSNNL. All losses upto receiving end shall be borne by SPD.
- F. Payment of water charges shall be as per SCHEDULE.
- G. Above rates are basic rates and exclusive of applicable taxes.

## **6.4 Application for Land and infrastructure facility in Solar Park :**

- A. SPD has to make application in the prescribed format along with Application processing fee and Letter of GUVNL indicated as “Selected Bidder” with details of plot number, capacity in MW and other details.

- B. Such application must be done within the period of 30 days from the date of issuance of LOA by GUVNL.
- C. Such application must be with application fee as mentioned in SCHEDULE B.
- D. Application fee is non refundable.
- E. If SPD fails to make application and pay application fee within stipulated period mentioned above, GPCL shall have right to charge Delay Interest and Penal Interest on such Application fee.
- F. Upon submission of Application fee, SPD shall be allowed to carry-out various site related studies , if required

### **6.5 Transmission Charges and Scheduling Charges**

- a) "Inter-connection point or Delivery point" shall mean the point at 220 kV side of 400/220 kV Sub-Station of CTU. All recurring costs, other than normal O&M charges of 33 kV / 220 kV PSS & 220 kV Transmission lines, and losses upto that point will be to the account of the Solar Power Developers.
- b) As per the notification nos. L-1/(3)/2009-CERC and L-1/41/2010-CERC dated 15th May, 2015 of Central Electricity Regulatory Commission (CERC), Solar Park Implementing Agency (SPIA) has been included as an Applicant for Connectivity and Long Term Access in Inter-State Transmission System (ISTS). The SPD is responsible for Scheduling and Deviation Settlement Mechanism (DSM) charges as per GERC Regulations notified from time to time and all liabilities related to the same. For LTA and Connectivity, the CERC Regulations shall be applicable.
- c) As soon as first project in the Solar Power Park gets commissioned, transmission charges will start getting paid from corpus of fund created by the SPIA, out of the collection from the Solar Power Developers, for the entire capacity of line. If the line gets ready as per schedule and no project is commissioned, SPIA will have to pay charges as per applicable rules out of the Corpus Fund. However if the said Corpus Fund is not created, the same shall be reimbursed by SPD to SPIA.
- d) Forecasting and scheduling shall be done by SPD as per GERC Regulations and Gujarat Electricity Grid Code. The SPIA may take up the function of Forecasting and Scheduling if the Solar Power Developers so desire on chargeable basis.
- e) GPCL will forward all the bills received from concerned authorities towards above charges mentioned from 6.5 (a) to 6.5 (d) to the SPD from time to time and the SPD shall pay such bills within stipulated period as mentioned in SCHEDULE B. days from the date of issue of bill by SPIA.

## **6.6 Taxes and Duties**

- a) GPCL (SPIA) shall not be liable for payment of GST, any type of taxes, duties, levies, cess whatsoever for discharging of any obligation by GPCL as per article 7.0.
- b) The SPD shall bear and promptly pay, including but not limited to all statutory taxes, GST, duties, levies and cess, assessed/ levied on the SPD, Contractors or their employees that are required to be paid by the SPD as per the Law in relation to the execution of this Agreement.
- c) GPCL shall be indemnified and held harmless by the SPD against any claims that may be made against GPCL in relation to the matters set out in Clause 6.6.b.

## **6.7 Penalty for Delayed Payment towards O&M Charges, Water charges or any other recurring charges :**

- a. If payment of annual O&M of CIFSP charges or any other supplementary bill issued in respect of water supply, transmission charges or tax etc is delayed beyond their due date, SPD shall pay Delay Interest and Penal interest at the rate mentioned in SCHEDULE B for the delayed period.

## **6.8 Payment Security Mechanism for O &M OF CIFSP and Other Charges**

- 6.8.1 GPCL shall levy delayed interest and penal interest as mentioned in SCHEDULE B for any delay in payment of O&M OF CIFSP and other charges
- 6.8.2 GPCL shall have right to recover, any due amount towards above charges or claim including but not limited to delay and penal interest from Monthly Energy Bill claimed by SPD to GUVNL
- 6.8.3 For the substantial Delay in payment or non payment of dues despite of all efforts, GPCL shall have right to cancel this agreement and/or lease agreement or any other agreement,
- 6.8.4 For the substantial Delay in payment or non payment of dues despite of all efforts, GPCL shall have right to recommend GUVNL to cancel the PPA.

## **6.9 Right to Re-enter**

- 6.9.1 If there be any breach of any of the terms and conditions and covenants herein contained on the part of the SPD, GPCL shall have the right to re-enter in to the possession of the Demised Premises or any part thereof and there upon the term hereby granted and right to renewal thereof shall absolutely cease and determine, and in that case no compensation shall be payable to the SPD on account of the buildings and improvements built or carried out on the Demised Premises by SPD.
- 6.9.2 Provided that GPCL shall not exercise such right without serving the SPD a notice in writing giving three months time to remedy the breach.

## **7 Obligations of GPCL**

### **7.1 Approvals**

GPCL shall obtain all necessary statutory and non-statutory clearances required for developing the Solar Park. SPD shall have to obtain all necessary statutory and non-statutory clearances for developing, operating and maintaining the Project.

### **7.2 Declaration by GPCL**

- a) GPCL declares that there is no mortgage, charge and/or claim over the Demised Premises and the Demised Premises is free from all encumbrances.
- b) GPCL, in its best knowledge, declares that it has got full rights and absolute authority to lease the Demised Premises unto the SPD for the lease duration and to execute this Agreement in favour of the SPD.
- c) GPCL has not been restrained either under income Tax Act or any other statute for the time being in force from dealing with or disposing of the Demised Premises or any part thereof in any manner.

### **7.3 Infrastructure support by GPCL**

GPCL would provide the following infrastructure but the SPD must be aware that at present, the infrastructure work is in progress and accordingly infrastructure facilities shall be made available to the SPD by GPCL so as to match the Commissioning schedule of the SPD.

### **7.3.1 Land for Solar Project**

- a) GPCL will provide land required for installation of solar power project (minimum at the rate of 1.9 Ha per MW) on lease basis as per the Land Lease Agreement to be executed between GPCL and SPD.
- b) GPCL shall obtain the land from Government either through long term lease or outright purchase. GPCL shall sublease the same to SPD the either on the same rate as defined by GoG or derived through through other mechanism.
- c) For this project, Govt has decided to provide the land on lease base
- d) GPCL shall provide the land sublease base on same rate as decided by Government of Gujarat.
- e) For the year 2018-19, Rs 10,000 Rupees per Hactor per Year Lease rent has been decided to be levied. There will be increment of 15% every three year. (Final Govt. order is awaited )
- f) GPCL shall pay lease for entire land obtained for solar park and such paid amount shall be recovered from SPD on pro-rata basis.
- g) In addition to above, GPCL shall levy 5% administrative charges for collection and submission of lease rent to Government of Gujarat
- h) Indicative Land Area, location and plot no. shall be as per SCHEDULE A
- i) Over and above provisions, the land related issues shall be governed as per the Land lease agreement to be executed between SPD & SPIA, and prevailing rules and regulation related to Land
- j) Land lease shall be levided from signing of ISA or payment of 25% UDC or providing advance possession of land, whichever is earlier

### **7.3.2 Internal Evacuation System**

- a) GPCL will provide all necessary evacuation facilities such as 220/33 kV Sub-station and its associated transmission lines for interconnection of the Project and evacuation of power from the Project upto interconnection point The SPD shall have to connect to 33 kV bus of 220/33 kV Internal Sub-station by 33 kV cables at its own cost.
- b) 700 MW Solar Park is divided in to two (2) blocks of 250 MW and one (1) block of 200 MW for the purpose of Power evacuation.
- c) The pooling sub-stations are connected through 220 kV Double Circuit tower line to the main 400/220 kV Sub Station through a dedicated corridor.
- d) SPIA shall provide CT-PT of metering system at both points i.e at 220 kV side of 220 kV/400 kV Khimanawas Substation and at 33 kV side of PSS.

- e) The ABT meters shall be provided by Solar Power Developers at their cost and they shall abide by the relevant CERC / GERC Regulations, Grid Code, and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended from time to time.

### **7.3.3 Right of Way**

GPCL will provide Right of Way to install necessary 33 kV cable upto Internal Evacuation Substation. SPD shall install underground cable from the project to the 220/33 kV Pooling Substation at its own cost.

### **7.3.4 Main Road and Street Lighting**

GPCL will lay and maintain the main roads i.e approach road so as to provide access to all the plots along with necessary street lighting in the Solar Park. Internal access roads within plot and connectivity road with the plot shall have to be laid by the SPD at its own cost.

### **7.3.5 Fencing & Security points of Solar Park :**

GPCL will arrange fencing on the outer periphery of Solar Park, wherever necessary. GPCL will also arrange security point/s for security of entire Park. However, SPD shall have to fence their own plot boundary and their own security point within their allotted plot.

### **7.3.6 Water Supply System, Water Supply and its Charges**

- a) Necessary Water infrastructure system to bring the water at Solar Park shall be arranged by GPCL.
- b) GPCL will arrange and provide the necessary water supply for operations and maintenance of the Solar Power Plant from the SCOD.
- c) GPCL has entered into contract with SSNNL to off-take necessary water from Narmada Main Canal. Supply of water shall be governed as per the contract between GPCL and SSNNL.
- d) Initially the water charges shall be paid / or to be paid by GPCL
- e) Such payment would be charged SPD along with administrative charges on pro-rata basis either MW or water quantity declared by SPD or water used as the case may be.
- f) Water supply charges are over and above ( exclusive) O & M Charges levied by GPCL
- g) It is proposed to supply 4 KL/MW/Cycle so as to complete one cleaning cycle every week. However the supply of water shall be dependent upon the availability of water.

- h) GPCL will provide water at a single source through a meter for each plot. SPD shall collect the water supplied by GPCL in a ground level water tank and water from this tank shall be used by SPD by making its own arrangements as required.
- i) However, GPCL shall not provide water supply during the construction phase. The SPD is advised to make its own arrangements for obtaining water during construction. SPD has to obtain necessary approvals/permissions from local authorities to dig bore wells or to get water from nearest reservoir by tankers and GPCL will extend necessary support in obtaining such approvals/permissions, if required.

### **7.3.7 Storm Water Drainage System**

GPCL will lay and maintain the main drains along the main road, or as proposed in the master plan to which Solar power developers may connect their internal plant drains.

Major streams are suggested to be channelized by developers as tentatively indicated in the plot plan & obtain necessary approvals from GPCL for maintaining continuity in existing streams at the boundary of individual plots.

### **7.3.8 SRRA and Weather Station**

GPCL will establish and maintain SRRA and the weather station to monitor the solar irradiation and other necessary weather data. SRRA and Weather Station are additional facilities. It is not legally binding to GPCL for its validity and accuracy.

### **7.3.9 Fire Safety**

GPCL will establish common Fire Station for the entire Solar Park with a fire tender to assist the SPDs in case of fire. However, the SPD shall establish and maintain its own firefighting and safety equipment to avoid/minimize the loss/damage of property/equipment in case of fire. GPCL shall not be held responsible for any loss/damage of property/equipment of SPD due to fire accidents.

### **7.3.10 Power Supply During Construction**

In respect of power supply required during construction period, SPD has to apply to local power distribution authorities in the prescribed application form at its own cost and the SPD shall also be responsible for all including timely payments etc. However, GPCL will extend necessary support in obtaining the power supply connection. SPD may use any other source of power, subject to approval/cosent from competent authority.



## **8 Obligations of the Solar Power Developer**

### **8.1 Observance of Law**

#### **8.1.1 Observance of Electricity Act and Solar Policies**

- a) The SPD shall observe all laws (including the provisions of the Electricity Act, 2003), rules, regulations, policies (including the State Solar Power Policy), bye laws and/or guidelines as framed by the Central Government, State Government, local authority and/or authorized person or entity and as amended/modified from time to time in establishment, construction and operating the Solar Power Plant and in the generation, marketing, selling and/or supply of electricity or any other activity associated with the Solar Power Plant.
- b) The SPD covenants that the Plant shall at all times meet the specifications/requirements of the State Solar Power Policy as presently in force and as may be amended from time to time or any other policy, etc., as may be framed by the State Government or an appropriate authority in supersession of the existing State Solar Power Policy.

#### **8.1.2 Observance of Health and Safety Laws**

The SPD shall observe and conform to all rules, regulations, and bye laws of the local authority and or any regulatory authority concerned on any other statutory regulations in any way relating to public health, effluent treatment and disposal, solid waste disposal, hazardous waste disposal and sanitation in force for the time being, and shall provide sufficient toilet facilities and other sanitary arrangement for the labourers and workmen employed during the construction of the Solar Power Plant and/or structures of the Demised Premises in order to keep the Demised Premises and its surroundings clean.

#### **8.1.3 Observance of Environmental Protection Laws**

- a) The SPD shall be solely responsible for compliance and non-compliance of all State and Central Government laws, rule and regulations related to soil earth, water, air and noise pollution with respect to erection, operation and maintenance of their plant & associated activities.
- b) The SPD shall not interfere or cause damage to the properties of GPCL whether located outside or inside the Demised Premises, including but not limited to water supply lines, drainage lines, water meters, street lights and such other properties. In case the SPD is found to have caused damage to the properties of GPCL, in addition to entitling GPCL to terminate the Agreement hereby granted, GPCL shall be entitled to recover the damages with penalty as may be decided by GPCL and such amount shall be recoverable as arrears of land revenue.

#### **8.1.4 Observance of Local Laws/Authorities**

- a) The SPD shall not at any time do, cause or permit to be done anything on the Demised Premises which may cause a nuisance, annoyance or disturbance to the owners, occupiers or resident of other premises in vicinity or upon the Land except to the extent inherent in the construction of the Plant and for running the same.
- b) The SPD shall pay from the date of execution of this Indenture, all existing and future municipal or local or any type of taxes cesses, assessments, charges, duties and outgoings of every description that may from time to time be levied by a local authority on the Demised Premises.

#### **8.2 Permissions and Clearances**

The SPD shall obtain and renew, if necessary, at its own costs, all necessary permissions, approvals, licenses and permits for the Solar Power Project and shall pay all license and other fees and cess and taxes in respect of the Demised Premises by reason of their being used the same for the purpose aforesaid and to observe and perform all local, police, municipal laws and/or policies and rules and regulations in connection with such use. GPCL will sign all such documents and make all such applications as may be reasonably required of GPCL at the cost of the SPD for enabling the SPD to obtain all necessary permissions, licenses and/or approvals for constructing, repairing, running and/or maintaining the Plant.

#### **8.3 Use of Demised Premises for Other Purposes**

- a) The SPD shall use the Demised Premises and every part thereof only for the purpose of constructing, maintaining and running the Solar Power Project and matters connected therewith and shall not use the Demised Premises or any part thereof for any other purpose.
- b) The SPD shall be the owner of the plant and buildings constructed by it on the Demised Premises and the equipment, machinery, furniture, fixtures and/or all moveable assets installed therein.
- c) The SPD can construct the Solar Power Project including the buildings, structures required for the Solar Power Project as per their own plans in the demised premises. However the SPDs shall submit the plans/drawings to GPCL for its scrutiny and approval to ensure that buildings & structures shall not create any obstruction to the neighboring plots.
- d) The SPD shall not build, construct, demolish or erect or make any alterations and/or additions to the Plant and/or any building or any structure on the Demised Premises or any variation or user of any portion thereof unless and until specifications, plans, elevations, sections and details thereof are submitted by the SPD to GPCL for its scrutiny and approval to ensure that the above

alterations/additions to buildings/structures will not create problems to Solar power Projects in the neighboring plots.

- e) The SPD shall not make any excavation upon any part of the Demised Premises or remove any stone, sand gravel, clay, earth or material there from except the construction of the Solar Power Plant.

#### **8.4 Mortgaging**

- a) The SPD shall not transfer, assign, let, underlets, sublet, license, mortgage, charge, encumber or part with the possession of the Demised Premises or any part thereof or any interest therein without prior permission of GPCL.
- b) For the purpose of constructing the Plant on the Demised Premises, if the SPD intends to obtain loan from a bank or other financial institutions by mortgaging their lease hold interest in the Demised Premises in favor of such bank or institution, prior permission of GPCL shall be obtained. However such mortgage shall not affect the rights and powers of GPCL under this Agreement and Lease Agreement
- c) While granting such permission, GPCL shall also seek permission / No Objection Certificate ( NOC) from Power Procurer i.e GUVNL. However, such NOC shall not be construed as "NOC" from GPCL/SPIA

#### **8.5 Right of Access to GPCL/other authorities**

GPCL and/or the authorized persons of GPCL shall have the right to access into Demised Premises, with prior intimation to the SPD, for the purpose of discharging its obligations including inspection to ensure compliance of terms and conditions of this agreement by SPD.

#### **8.6 Right of GPCL to Audit**

The SPD shall permit conducting of an audit if deemed required to confirm whether the SPD has been in due compliance of all the provisions of the Electricity Act, 2003, Solar Power Policy framed by the Government of Gujarat, the PPA, policies framed by GPCL or GUVNL, or any other applicable rule / law / regulation. The SPD shall also ensure that answer to any query raised in this audit and/or any document/information required by the auditor is provided within reasonable time.

#### **8.7 Fencing**

The SPD shall Fence the demarcated boundary of the Demised Premises at the SPD's own expense in every respect.

#### **8.8 Metering**

Metering shall be at 33kV side of 220/33kV substation where the power from the solar power project is injected and at the 220 kV Side of 400/220kV substation of CTU i.e., PGCIL.

A set of Main and Check Meters of 0.2S accuracy class, as per CEA (Installation & operation of meters) Regulations 2006/IEGC as applicable or as specified by power procurer i.e GUVNL or PGCIL, shall be Procured and installed by SPIA on each incoming feeder at 33KV side of 33/220kV Internal Pooling Sub station.

Another set of Main and Check Meters of 0.2S accuracy class, as per CEA (Installation & operation of meters) Regulations 2006/IEGC as applicable or as specified by power procurer i.e GUVNL, shall be Procured and installed by SPIA on each incoming feeder at 220KV side of 400/220kV Grid Sub Station (Interconnection point) of CTU i.e.,PGCIL based on specifications & make provided by GPCL/GUVNL/PGCIL.

The Main and Check Meters shall be checked jointly at the time of installation as per the CEA (Installation & Operation of Meters) Regulations 2006 as amended from time to time.

Both sets of meters are used for billing purposes and to measure the transmission line losses up to interconnection point.

The metering and connected equipment shall be provided by SPDs at their cost as per the relevant CERC / GERC Regulations.

For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the SPD shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, and the Grid Code, as amended and revised from time to time. The SPD shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters both at 220 kV Pooling Sub-Station and 400 kV grid Sub-Station and shall follow relevant metering requirements as intimated by GPCL.

For the purpose of clarity, initial capital cost of CT-PT at 33 kV level and 220 kV level has been covered under the capital cost of SPIA and PGCIL respectively. However, any changes to be made or any additional requirement for complying with relevant rules, the same shall be conveyed to SPD to comply or it would be complied by SPIA or PGCIL and cost thereof shall be recovered from SPD on pro-rata basis.

## **8.9 Insurance**

During the term of the Agreement, the SPD shall ensure that the Solar Power Plant including all the buildings, structures erected on the Demised Premises are insured at its own cost against any loss or damage.

### **8.10 Local Area Development and its Charges**

As per the MNRE guidelines, 1% of the total investment made for setting up solar power project in the solar park is to be kept aside by the SPD for the local area development, under solar park development fund account. Since, SPD is selected through Competitive Bidding based on Energy to be delivered ( tariff ) not the capital cost, SPIA (GPCL) hereby makes a provision of Rs. 4 lakhs per MW Plus applicable taxes (Rs 80000 / MW per year for first five years of commissioning of the project) to be recovered as Local Area Development Charges from SPD. Accumulated Local Area Development would be used as under :

Local area development would comprise of

- a) Development of Village Panchayat and
- b) Development of areas other than Village Panchayat.

A Committee, headed by the District Collector, will be constituted with the CEO/MD of SPPD/SPIA or its nominee would be as Member Secretary.

In this case the MD of GPCL, or its nominee would be as Member Secretary of this committee will be responsible for handling funds, maintain records of all accounts, and develop transparent policies for carrying and developmental activities in the stated Panchayat areas.

Payment to Local Area Development charges are over and above statutory charges to be levied by Local Authority or competent authority towards provision and utilization of land for Solar Project.

Delay Payment Charges and Penal Charges as per SCHEDULE B will be applicable.

### **8.11 Employment**

The SPD shall offer suitable employment in the solar power project by giving first priority to family members who have lost their land during acquisition of the land for the Solar Park depending upon their qualifications and experience and next preference shall be given to local unemployed youth in those village panchayats and then to other village panchayats which comes under local area.

Necessary skill development facilities may be offered for development of technical and professional skills for employment in the solar project.

65% of the jobs that will be created due to the Project in the supervisory and managerial cadres and 80% of the jobs that will be created due to the Project in other cadres shall be filled in by employing the local persons. The expression local

person shall mean a person domiciled in Gujarat State for a minimum period of 15 years prior to applying for employment to you.

### **8.12 Technical Requirements**

The SPD shall follow the technical requirements for Grid Solar PV Power Plants as mentioned in Annexure-III of MNRE Guidelines or any technical specification issued by GUVNL

## **9 Liability and Indemnification**

### **9.1 Limitation of Liability**

- a) Neither party shall have any liability to the other Party for any Loss suffered by that Party with respect to the subject matter of this Implementation and Support Agreement except pursuant to, or for breach of, this Implementation & Support Agreement; and
- b) Neither party shall be liable to the other in contract, tort, warranty, strict liability or any other legal theory for any indirect, consequential, incidental, punitive or exemplary damages.

### **9.2 Indemnification**

- a) GPCL shall indemnify and keep indemnified and sufficiently safe and harmless the SPD against any charges and encumbrances whatever made, executed, occasioned or suffered by the Lessee or by any other person or persons having or lawfully claiming by from under or in trust for them, legal proceedings or damages caused on account of breach of any law, rules and regulations of the Government or any local authority as applicable to the Demised Premises or of these present.
- b) The Solar Power Developer shall indemnify and keep indemnified and sufficiently safe and harmless GPCL against all legal proceedings, losses, penalties, fines, claims, degrees, award, damages costs, charges and/or expenses that GPCL may have to suffer and/or incur on account of breach by the SPD of any law, rules, regulations, byelaws, policies, guidelines of the Government or any local authority, or of these present and/or due to any situation and/or accident arising at or related to the Plant constructed by the SPD on the Demised Premises and/or due to any breach of any covenant condition and/or stipulation herein made and to be observed by the SPD.

## **10 Force Majeure**

- a) "Force Majeure" shall mean an event beyond the control of the SPD and not involving the SPD's fault or negligence and not foreseeable, either in its sovereign

or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes, draught etc. Whether a “Force Majeure” situation exists or not, shall be decided by the GPCL and such decision shall be final and binding on the SPD.

- b) If a force majeure situation arises, the SPD shall notify GPCL in writing promptly at the most within 10 days from the date such situation arises. After examining the cases GPCL shall decide and grant suitable extension of time for fulfilling its payment and other obligations.
- c) For other justified cases also, not covered under force majeure conditions, GPCL, may consider the request of SPD and grant additional time for fulfilling its payment and other obligations.

## **11 Notice**

All notices, consents and approvals to be given under this Agreement shall be in writing and signed by authorised signatories of the parties, unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered or served by registered mail/facsimile/speed post of Department of Posts with an acknowledgement due to the other parties to the last known place of business.

## **12 Termination**

### **12.1 Right of Termination**

- a) This Agreement and the transactions contemplated herein may be terminated and abandoned at any time prior to the Closing Date,
  - a. upon the mutual consent of the Boards of Directors of GPCL and SPD;
  - b. by GPCL if the conditions to SPD’s obligations specified in Clause 8 hereof shall not have been met or waived by the Closing Date, or such later date as shall have been approved by GPCL.
  - c. by GPCL if the existing PPA is terminated due to any reason thereof
  - d. by SPD if the conditions to GPCL’s obligations specified in Clause 7 hereof shall not have been met or waived by the Closing Date, or such later date as shall have been approved by GPCL and Solar Power Developer.

### **12.2 Notice of Termination**

The power of termination provided for by Clause 12.1 hereof may be exercised only by a notice given in writing and signed on behalf of GPCL by either the Managing Director, or any other officer authorized by him, and on behalf of SPD by the Managing Director, President or any other officer authorized by him or board of the Company.

### **12.3 Effect of Termination**

In the event of the termination and abandonment hereof, pursuant to the provisions of Section 12.1 hereof, this Agreement shall become ceased to have effect, without any liability on the part of any of the parties or their directors, officers, or shareholders in respect of this Agreement, except for liability of a party for expenses pursuant to the terms and conditions of this Agreement.

In the event of termination of the Implementation & Support Agreement, SPDs shall, within sixty (60) business days following the termination date, remove all property and fixtures belonging to SPDs from the Site. If the SPDs fails to remove the fixtures or buildings etc even after the notice by SPIA to do so, such buildings, structures etc shall vest with the SPIA and liable to be removed at the risk & cost of SPD.

## **13 Dispute Resolution**

### **13.1 Dispute Resolution through Amicable Settlement**

- i. Either party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this agreement (“Dispute”) by giving a written notice (Dispute notice) to the other party , which shall contain:
  - (a) a description of the Dispute
  - (b) the grounds for such dispute; and
  - (c) all written material in support of its claim.
- ii. The other party shall, within thirty (30) days of issue of Dispute notice under article (i), furnish:
  - (a) counter –claim and defence , if any regarding the Dispute; and
  - (b) all written material in support of its defences and counter-claim.
- iii. Within thirty (30) days of issue of Dispute notice by any party pursuant to Article 13.1(i) if other party does not furnish an counter claim or defence under article 13.1(ii) or thirty (30) days from the date of furnishing counter claims or defence by the other party, both the parties to the dispute shall meet to such dispute amicably. If the parties fail to resolve the Dispute amicably within (30) days from the later dates mentioned in 13.2.1(iii), the dispute shall be referred for dispute resolution in accordance with Article 13.2

### **13.2 Dispute resolution by the Appropriate Commission**

In the event that the parties are unable to resolve any dispute, controversy or claim relating to or arising under this Agreement, as stated above, the same shall be referred to the appropriate commission for adjudication.



### **13.3 Dispute resolution through Sole Arbitrator**

If any dispute, controversy or claim relating to or arising under this Agreement, and not covered in Article 13.2, such Dispute shall be referred to the sole Arbitrator i.e., Secretary to Government of Gujarat, Energy Department, Gujarat and the award passed shall be binding on both the parties. The place of Arbitration shall be the capital city of Gujarat at the time of dispute.

### **13.4 Dispute resolution by the Court of Law**

Any legal proceedings in respect of any matters, claims or disputes under this agreement shall be under the jurisdiction of appropriate courts situated in the state of Gujarat.

## **14 Governing Law**

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

## **15 Assignment**

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 other than by mutual consent between the Parties to be evidenced in writing.

## **16 Co-ordination Committee :**

Time is the essence of successful installation and commissioning of Solar Projects. For this projects various national and state level Government Agencies are involved. In order to avoid unnecessary delay and penalty, a State level co-ordination committee namely "Raghanesda Solar Park Co-ordination Committee (RSPCC) would be constituted with following members :

- 1) Principal Secretary or Head of Energy & Petrochemicals Department, GoG. Chairman
- 2) Managing Director, GUVNL
- 3) Representative not below the rank of Chief Engineer or Regional Head from PGCIL
- 4) Managing Director, GETCO
- 5) Managing Directors, SPDs
- 6) Managing Director, GPCL

6) Chief Project officer, GPCL as Member- Secretary

RSPCC will monitor the progress of the Park at regular interval. RSPCC may also called local authority, state or central agencies as an invitee to attend the meeting to resolves issues concerned with such agencies.

**17 Amendment**

This agreement may be amended or supplemented by a written agreement based on mutual discussions and consent between the Parties.

IN WITNESS WHEREOF the Parties hereto have executed this Implementation and Support Agreement as on the date written first herein above by the undersigned.

SIGNED AND DELIVERED  
By the "SPD"

SIGNED AND DELIVERED  
By the "GPCL"

Name:  
Authorized Signatory

Name:  
Authorized Signatory

Signed

In the presence of:

- 1.
- 2.

## SCHEDULE A

### LAND DETAILS

1	LOCATION	Village: Raghanesda, Ta. Vav, District Banaskantha
2	PLOT NO	
3	PLOT AREA ( Tentative )	Minimum 1.9 Ha/MW for Allocated Capacity of _____ MW ( AC) by GUVNL totaling to _____ Ha.
4	Survey Nos ( Tentative)	

## SCHEDULE B

### SCHEDULE OF CHARGES OF UDC, O&M OF CIFSP, WATER CHARGES AND DELAYED PAYMENT CHARGES

#### 1) SCHEDULE OF UPFRONT DEVELOPMENT CHARGES

1)	RATE OF UDC	As mentioned in this document
2)	Payment Schedule	
2.1)	Minimum 25% of Total UDC	To be paid alongwith signing of this agreement
2.2 )	Remaining Amount of Total UDC	Within 12 Months from signing of PPA
3)	Submission of Bank Guarantee for Remaining Amount of UDC	To be submitted within 15 days of Signing of this Agreement

#### 2) SCHEDULE OF O & M OF CIFSP & OTHER CHARGES

11	RATE OF O&M OF CIFSP	As mentioned in this document
22	OPTION OF PAYMENT	
2.1	Option -I Quarterly advance payment	No Discount
22.2	Option -II Yearly advance payment DISCOUNT	Discount would be given @ the rate equal to State bank of India MCLR lending rate (Yearly SBI MCLR) as on 1 <sup>st</sup> April of the new financial year.

3	Due Date	15 days from date of raising of invoice
4	DISCOUNT RULES AND PROCEDURES	<ol style="list-style-type: none"> <li>1. The SPD , who intends to choose Option II, must convey the same within 15 days prior of beginning of New financial year</li> <li>2. The payment shall have to be made within due date.</li> <li>3. In absence of Confirmation letter to avail Discount, SPIA shall raise invoice under Option - 1.</li> </ol>
5	WATER CHARGES	As applicable as per this agreement
6	TRANSMISSION CHARGES	As applicable as per this agreement
7	EFFECTIVENESS	O&M OF CIFSP rates are effective from the date of SCOD as mentioned in PPA or actual COD, whichever is earlier.

(For the purpose of clarity, all charges mentioned here are basic charges and exclusive of applicable, GST. Further, the rates are effective for the year 2018-19)

### 3) SCHEDULE OF DELAYED PAYMENTS CHARGES

1	SCHEDULE OF PAYMENT AND DELAYED INTEREST	<p>For any delayed payment, any dues not paid within due dates, will attract pro-rata daily interest.</p> <p>Such interest will be as per the State bank of India MCLR + 2% (Yearly SBI MCLR + 2%)</p>
2	PENAL INTEREST	<ol style="list-style-type: none"> <li>1. If such delays occur for more then 2 (two) months from the last date of payment in normal condition, a PENAL INTEREST at the rate State bank of India MCLR + 4% (Yearly SBI MCLR + 4%) should be levied.</li> </ol>

		2. It should be charged from 16TH day after receipt of invoice as penal / interest over and above the delayed interest on prorated basis per day of non-payment of such amount
3	OTHER CONDITIONS	The above rates of delayed interest & penal interest are applicable to all type of payment invoice raised by GPCL towards any type of charges recovery.

## Schedule C

### Format for Bank Guarantee towards Payment of UDC

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

In consideration of the ----- *[Insert name of the Bidder]* (hereinafter referred to as 'Company') owning and operating the project of the capacity of ..... MW, at .....*[Insert name of the place]* of Andhra Pradesh Solar Park for supply of power there from on long term basis, in response to the <<insert name and details of bid document>> and selecting the Solar Power Project of the developer and issuing Letter of Intent No ----- Dated\_\_\_\_\_ to (Insert Name of selected Solar Power Developer) as per terms of <<bid document name>> and the same having been accepted by the selected SPD resulting in a Implementation and Support Agreement to be entered into, for lease of land and provision of evacuation and other infrastructure by Gujarat Power Corporation Limited (GPCL). As per the terms of the Implementation and Support Agreement, the \_\_\_\_\_ *[insert name & address of Bank]* hereby agrees unequivocally, irrevocably and unconditionally to pay to GPCL at *[Insert Name of the Place from the address of the GPCL]* forthwith on demand in writing from GPCL or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees----- [Total Value] only, on behalf of \_\_\_\_\_ *[Insert name of the selected Solar Power Developer / Project Company]*

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

Our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only). Our Guarantee shall remain in force until \_\_\_\_\_. GPCL shall be entitled to invoke this Guarantee till \_\_\_\_\_.

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

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [*Insert name of the selected Solar Power Developer / Project Company as applicable*] and/or any other person. The Guarantor Bank shall not require GPCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against GPCL in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at the capital city of Andhra Pradesh shall have exclusive jurisdiction.

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

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

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

Power of Attorney No. \_\_\_\_\_

For

\_\_\_\_\_[Insert Name of the Bank]\_\_\_\_

Banker's Stamp and Full Address.

Dated this \_\_\_\_ day of \_\_\_\_, 20\_\_

Witness:

1. ....

Signature

Name and Address

2. ....

Signature

Name and Address

*Notes:*

### **INSTRUCTIONS FOR FURNISHING BANK GUARANTEE**

1. The Bank Guarantee by SPD will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in name of the issuing bank.
  
2. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Owner.
  
3. Bank Guarantee must be from approved bank as per the Government of Gujarat, Finance Department GR No. EMD/10/2016/328/DMO dated 01/05/2017 and amendment thereof if any.