

STANDARD

POWER PURCHASE AGREEMENT FOR

PROCUREMENT OF 500 kW SOLAR POWER

ON LONG TERM BASIS

Between

..... **[Insert Name of Solar Power Developer]**

And

Power Development Department, Leh

..... **[Insert month and year]**

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

Between

..... [Insert name of the Solar Power Developer] (CIN-_____), a Company incorporated under the Companies Act 1956 or Companies Act 2013, having its registered office at [Insert address of the registered office of Solar Power Developer] (hereinafter referred to as “**Solar Power Developer or SPD**”, 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

Power Development Department, Leh (CIN-_____), a Company incorporated under the Companies Act 2013, having its registered office [Insert address of the registered office of Power Development Department, Leh] (hereinafter referred to as “PDD”, or “Procurer” or “Buyer” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assignees) as a Party of the **Second Part**;

The SPD and PDD are individually referred to as ‘Party’ and collectively referred to as ‘Parties’.

WHEREAS:

- A. The Government of India has announced the Policy for promotion of the renewable energy-based project installation in the country and has set an ambitious target to achieve 500 GW of non-fossil-based installed energy capacity by the year 2030.
- B. SECI had initiated a Tariff-Based Competitive Bid Process for selection of Solar Power Developer for setting up of 500 kW ground mounted Solar Power Pilot Project at Pang, Leh on the terms and conditions contained in the Request for Selection (herein after referred to as ‘**RfS**’ issued by SECI vide RfS No..... dated..... including its subsequent amendments and clarifications, if any.
- C.[Insert name of the Bidding Company] has been selected in the Competitive Bidding Process, {in case Bidding Company is executing the Project through SPV} has constituted a Special Purpose Vehicle,..... [Insert the name of SPV, if applicable] (hereinafter referred to as ‘**SPD**’) for development, generation and supply of electricity from the 500 kW Solar Power Pilot Project to

be established by SPD at identified location at Pang, Leh and for supply of such electricity to PDD.

- D. SECI has issued the Letter of Award No..... dated.....in favour of the[Insert the name of Bidding Company] for development and establishment of the 500 kW Solar Power Pilot Project at Pang, Leh in the UT of Ladakh as per the terms and conditions contained in the RfS, and draft of this Power Purchase Agreement, including amendments and clarifications thereto circulated at the time of the bidding and other bidding documents as well as the conditions contained in the aforementioned Letter of Award.
- E. PDD has agreed to purchase such Solar Power from the SPD as per the provisions of the RfS.
- F. In terms of the RfS and the Bidding Documents, the SPD has furnished the Performance Bank Guarantee/ Payment on Order Instrument in the sum of Rs.....in favour of SECI as per the format provided as a part of the Bidding Documents and a copy of the Bank Guarantee/ Payment on Order Instrument provided is in Schedule – 1/ 2 to this Agreement.
- G. The SPD has fulfilled the terms of the bidding and the terms of the Letter of Award for signing this Power Purchase Agreement as a definitive agreement for establishing the Solar Power Project of.....kW at, [Insert Project location] for generation and sale of electricity by the SPD to PDD.
- H. The parties have agreed to execute this Power Purchase Agreement in terms of the provisions of the RfS, the bidding documents and the Letter of Award in regard to the terms and conditions for establishment of the Solar Power Project at, [Insert name of state] and for generation and supply of electricity by the SPD to PDD.

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

ARTICLE 1: DEFINITIONS AND INTERPRETATION**1.1 Definitions**

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

“Act” or “Electricity Act, 2003”	shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
Affiliate	shall have the same meaning as contained in the RfS document;
“Agreement” or “Power Purchase Agreement” or “PPA”	shall mean this Power Purchase Agreement including its recitals and Schedules, Appendixes amended or modified from time to time in accordance with the terms hereof;
“Appropriate Commission”	shall mean Joint Electricity Regulatory Commission;
“Awarded capacity”	Shall mean kW [enter the capacity as awarded by SECI as per the LoA]
“Backdown”	shall mean part of Contracted capacity available for scheduling but not scheduled based on instructions from Buying Utility/SLDC /RLDC, as the case may be;
“Bill Dispute Notice”	shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party;
“Business Day”	shall mean with respect to SPD and PDD, a day other than Sunday or a statutory holiday, on which the banks remain open for business in Delhi or UT of Ladakh;
“Capacity Utilization Factor” or “CUF”	shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time; However, for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Contracted Capacity; In any Contract Year, if ‘X’ MWh of energy has been metered out at the Delivery Point for ‘Y’ MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%$; Declared CUF for this Project shall be ____ % (to be revised as applicable).
“CERC”	shall mean the Central Electricity Regulatory Commission of India, constituted under sub – section (1) of Section 76 of the Electricity Act, 2003, or its successors;
“CTU” or “Central Transmission Utility”	shall mean the Government Company notified by the Central Government under Sub-Section (1) of Section 38 of the Electricity Act, 2003.

“Change in Law”	shall have the meaning ascribed thereto in Article 12 of this Agreement;
“Commissioning”	The Project shall be commissioned in line with the provisions of the Grid Code.
“Commercial Operation Date (COD)”	shall mean the date as defined in “Commissioning” or in line with the provisions of the Grid Code.
“Competent Court of Law”	shall mean any court or tribunal or any similar judicial or quasi-judicial body in India that has jurisdiction to adjudicate upon issues relating to this Agreement;
“Consents, Clearances and Permits”	shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and/ or supply of power;
“Consultation Period”	shall mean the period of ninety (90) days or such other longer period as the Parties may agree, commencing from the date of issuance of a SPD Preliminary Default Notice or PDD Preliminary Default Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;
“Contract Year”	shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that: (i) in the financial year in which commissioning of the first part capacity of the Contracted Capacity would occur, the Contract Year shall commence from the date of commissioning of first capacity and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and (ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement
"Contracted Capacity"	shall mean [Insert capacity] kW, which is the AC capacity contracted with PDD for supply of power by the SPD to PDD at the Delivery Point from the Solar Power Pilot Project.
“Day”	shall mean a day, if not a Business Day, the immediately succeeding Business Day.
“Delivery Point” / “Interconnection Point”	shall mean a single point or multiple points at the substation (at voltage level as applicable by State Regulations) including the transmission line connecting the Solar Power Project with the substation system as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the SPD shall

	<p>abide by the relevant and applicable regulations, Grid Code notified by the CERC or and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed thereunder by the appropriate commission or CEA.</p> <p>Pursuant to Article 4.2.6, all charges and losses related to Transmission of power from project up to Delivery Point (including but not limited to open access, transmission, wheeling, Unscheduled Interchange, Scheduling, Reactive power, RLDC/SLDC charges etc.) as notified by the competent authority / regulator shall be borne by the SPD and beyond the Delivery Point all charges and losses as notified by the competent authority / regulator from time to time shall be borne by the PDD.</p>
"Dispute"	shall mean any dispute or difference of any kind between PDD and the SPD, in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16 of this Agreement.
"Due Date"	shall mean the forty-fifth (45th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the PDD or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the PDD.
"Effective Date"	shall have the meaning ascribed thereto in Article 2.1 of this Agreement;
"Electricity Laws"	shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission;
"Energy Accounts"	shall mean the regional energy accounts/state energy accounts as specified in the Grid Code issued by the appropriate agency for each Month (as per their prescribed methodology), including the revisions and amendments thereof or where such regional energy accounts/ state energy accounts are not issued, Joint Meter Reading (JMR) will be considered; PDD reserves the right to choose from any of the above, i.e. JMR/SEA/REA;
"Event of Default"	shall mean the events as defined in Article 13 of this Agreement;
"Expiry Date"	shall mean the date occurring twenty-five (25) years from the Scheduled Commissioning Date (SCD) or from the rescheduled date of commencement of supply to the extent of extension given by PDD.

"Force Majeure" or "Force Majeure Event"	shall have the meaning ascribed thereto in Article 11 of this Agreement;
"GNA Regulations"	shall mean the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022 notified on 07.06.2022, including subsequent amendments and clarifications issued thereof. Any reference to the terms "connectivity" or "network access" or "general network access" in this Agreement shall be interpreted in terms of the provisions of these Regulations.
"Grid"	shall mean as per the definition contained in the Act.
"Grid Code" or "Indian Electricity Grid Code" or "IEGC" or "State Grid Code"	shall mean the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as specified by the CERC under Clause (h) of Sub-section (1) of Section 79 of the Electricity Act, as amended from time to time, and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of Sub- section (1) of Section 86 of the Electricity Act 2003, as applicable.;
"Indian Governmental Instrumentality"	shall mean the Government of India, Governments of State(s)..... [Insert the name(s) of the State(s) in India, where the Power Project, PDD and SPD are located] and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or the above state Government(s) or both, any political sub-division of any of them; including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India;
"Installed Capacity" or "Project Capacity"	shall mean the rated AC capacity of the Project to be installed by the SPD, in line with Article 3.1 of this Agreement.
"Insurances"	shall mean the insurance cover to be obtained and maintained by the SPD in accordance with Article 8 of this Agreement;
"Interconnection Facilities"	shall mean the facilities on SPD's side of the Delivery Point for scheduling, transmitting and metering the electrical output in accordance with this Agreement and which shall include, without limitation, all other transmission lines and associated equipment, transformers, relay and switching equipment and protective devices, safety equipment and RTU, Data Transfer and Acquisition facilities for transmitting data subject to Article 7, the Metering System required for supply of power as per the terms of this Agreement;
"Invoice" or "Bill"	shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by any of the Parties;
"Joint Control"	shall have same meaning as defined in RfS Document.
"Late Payment Surcharge"	shall have the meaning ascribed thereto in Article 10.3.3 of this Agreement;

"Law"	shall mean in relation to this Agreement, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of the Appropriate Commissions;
"MNRE"	shall mean the Ministry of New and Renewable Energy, Government of India;
"Month"	shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month;
"Party" and "Parties"	shall have the meaning ascribed thereto in the recital to this Agreement;
"Payment on Order Instrument"	shall mean the irrevocable unconditional letter of undertaking issued by either of the three institutions, viz., (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited., as an alternative to submission of Performance Bank Guarantee by the SPD, issued in the form attached hereto as Schedule 2;
"Payment Security Mechanism"	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
"Performance Bank Guarantee"	shall mean the irrevocable unconditional bank guarantee, submitted by the SPD to SECI in the form attached hereto as Schedule 1;
"Solar Power Project" or "Power Project" or "Project"	shall mean the Solar Power generation facility of Contracted Capacity of[Insert capacity] kW, located at [Insert name of the place] in [Insert name of the District and State] having a separate control system, metering and a single or multiple point(s) of injection into the grid at Delivery /Interconnection/Metering point at the substation. The project shall include all units and auxiliaries such as water supply, treatment or storage facilities; bay/s for transmission system in the switchyard, transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility; whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power as per this Agreement;
"Preliminary Default Notice"	shall have the meaning ascribed thereto in Article 13 of this Agreement;

"Prudent Utility Practices"	shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power generation equipment and which practices, methods and standards shall be adjusted as necessary, to take account of: a) operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be incorporated in the Power Project; b) the requirements of Indian Law; and the physical conditions at the site of the Power Project
"RBI"	shall mean the Reserve Bank of India;
"RE Power" or "Renewable Energy Power"	shall refer to power from Solar Power Generating Systems, Wind Power Generating Systems, Wind Solar hybrid or any other renewable energy resource based Generating System or a combination thereof, with or without Energy Storage System (ESS).
"Request for Selection / RfS/Bidding Documents"	shall mean Request for Selection Documents issued by SECI vide RfS No. SECI/C&P/IPP/..... dated2024 including subsequent clarifications, amendments and addenda thereof.
"RLDC"	shall mean the relevant Regional Load Dispatch Centre established under Sub-section (1) of Section 27 of the Electricity Act, 2003;
"RPC"	shall mean the relevant Regional Power Committee established by the Government of India for a specific region in accordance with the Electricity Act, 2003 for facilitating integrated operation of the power system in that region;
"Rupees", "Rs.", "₹"	shall mean Indian rupees, the lawful currency of India;
"Scheduled Commencement of Power Supply Date" or "SCSD"	shall mean [Insert Date as per applicable provisions of the RfS];
"SERC"	shall mean the Electricity Regulatory Commission of any State in India constituted under Section-82 of the Electricity Act, 2003 or its successors, and includes a Joint Commission constituted under Subsection (1) of Section 83 of the Electricity Act 2003;
"SLDC"	shall mean the centre established under Sub-section (1) of Section 31 of the Electricity Act 2003, relevant for the State(s) where the Delivery Point is located;
"SLDC Charges"	shall mean the charges levied by the SLDC of the state wherein the Solar Power Project is located;
"SECI"	shall mean Solar Energy Corporation of India Limited;

“Solar Power”	shall mean power generated from the Solar Photovoltaic Power Project;
“Solar Power Project”	shall mean the solar photovoltaic power project that uses sunlight for conversion into electricity and that is being set up by the SPD to provide Solar Power to SECI as per the terms and conditions of this Agreement;
“State Transmission Utility” or “STU”	shall mean the Board or the Government company notified by the respective State Government under Sub-section (1) of Section 39 of the Act;
"Tariff" or “Applicable Tariff”	Shall have the same meaning as provided for in Article 9 of this Agreement;
"Tariff Payment"	shall mean the payments to be made under Monthly Bills as referred to in Article 10 and the relevant Supplementary Bills;
“Termination Notice”	shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement;
"Term of Agreement"	shall have the meaning ascribed thereto in Article 2 of this Agreement;
"Week"	shall mean a calendar week commencing from 00:00 hours of Monday, and ending at 24:00 hours of the following Sunday;

1.2 Interpretation

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

- 1.2.1 "Agreement" shall be construed as including a reference to its Schedules and/or Appendices and/or Annexures;
- 1.2.2 An "Article", a "Recital", a "Schedule" and a "paragraph / clause" shall be construed as a reference to an Article, a Recital, a Schedule and a paragraph/clause respectively of this Agreement;
- 1.2.3 A "crore" means a reference to ten million (10,000,000) and a "lakh" means a reference to one tenth of a million (1,00,000);
- 1.2.4 An "encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;
- 1.2.5 "Indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 1.2.6 A "person" shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;
- 1.2.7 "Rupee", "Rupees", "Rs" or new rupee symbol "₹" shall denote Indian Rupees, the lawful currency of India;
- 1.2.8 The "Winding-up", "dissolution", "insolvency", or "reorganization" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the Law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, Winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;
- 1.2.9 Words importing the singular shall include the plural and vice versa;
- 1.2.10 This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented;

- 1.2.11 A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time;
- 1.2.12 A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time;
- 1.2.13 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part;
- 1.2.14 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement;
- 1.2.15 All interest, if applicable and payable under this Agreement, shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty-five (365) days;
- 1.2.16 The words “hereof” or “herein”, if and when used in this Agreement shall mean a reference to this Agreement;
- 1.2.17 The terms “including” or “including without limitation” shall mean that any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;
- 1.2.18 This Agreement and other documents such as Request for Selection Documents, Letter of Award, Guidelines including subsequent clarifications, addenda, amendments and further clarifications in regard to the tender shall be read in conjunction with each other and interpreted in harmonious manner. However, in case of any mismatch/contradiction between provisions of different documents, following shall be the order of precedence:
1. Power Purchase Agreement
 2. RfS Documents

ARTICLE 2: TERM OF AGREEMENT

2.1 *Effective Date*

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

2.2 *Term of Agreement*

2.2.1 Subject to Article 2.3 and 2.4 of this Agreement, this Agreement shall be valid for a term from the Effective Date until the Expiry Date. This Agreement may be extended for a further period at least one hundred eighty (180) days prior to the Expiry Date, on mutually agreed terms and conditions.

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

2.3 *Early Termination*

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

2.4 *Survival*

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

ARTICLE 3: INSTALLED CAPACITY AND PERFORMANCE SECURITY

3.1 Installed Capacity

- 3.1.1 The SPD shall configure the project with the objective of supplying solar power to the PDD. Accordingly, the Project Capacity, i.e. the Installed Capacity shall mean the rated capacities of the Solar Power Project, in the following configuration:

Solar: ____ kW

3.2 Performance Bank Guarantee/ Payment on Order Instrument/Insurance Surety Bond

- 3.2.1 The Performance Bank Guarantee (PBG)/ Payment on Order Instrument (POI)/Insurance Surety Bond (ISB), having validity from the date of submission of PBG/POI/ISB until(insert validity period as per RfS conditions), submitted for a value of Rs. _____ (in words) under this Agreement, shall be for guaranteeing the commencement of the supply of power up to the Contracted Capacity within the time specified in this Agreement as per format provided in Schedule 1/2/3.
- 3.2.2 The failure on the part of the SPD to furnish and maintain the Performance Bank Guarantee/ POI/ISB shall be a material breach of the term of this Agreement on the part of the SPD.
- 3.2.3 If the SPD fails to commence supply of power from SCD specified in this Agreement or any further extension thereof granted by SECI/PDD, subject to conditions mentioned in Article 4.5, SECI shall encash the Performance Bank Guarantee/ POI/ISB equivalent to the amount calculated as per penalties applicable under Article 4.6 as on the date of encashment without prejudice to the other rights of SECI/PDD under this Agreement.

3.3 Return of Performance Bank Guarantee/ Payment on Order Instrument/ Insurance Surety Bond

- 3.3.1 Subject to Article 3.2, SECI shall return / release the Performance Bank Guarantee/ Payment on Order Instrument within 30 days after the successful commencement of Power supply from the Project after taking into account any liquidated damages / penalties due to delays in commencement of power supply beyond SCD as per provisions stipulated in this Agreement.
- 3.3.2 The return / release of the Performance Bank Guarantee/ Payment on Order Instrument shall be without prejudice to other rights of SECI/PDD under this Agreement.

ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT

4.1 *SPD's Obligations*

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

- a) The SPD shall be solely responsible and make arrangements for land & associated infrastructure for development of the Project and for Connectivity with the substation for confirming the availability of power system required for supply of power by the SCD and all clearances related thereto.
- b) Obtaining all Consents, Clearances (including Environmental clearance, if applicable) and Permits as required and maintaining all Consents, Clearances and Permits in full force and effect during the Term of this Agreement. SECI/PDD shall have no obligation to recommend to any department/agency or the Govt. for the grant/permission for the Solar Power project. The Solar Power Developer shall, on his own, obtain permissions/ sanctions from Government authorities, if any required for establishing the Project. Any steps that may be taken by PDD in regard to grant of such consents and permits or any other approval to be taken by the SPD shall only be a voluntary facilitating endeavour on the part of PDD with no intention of being bound by any legal or binding obligation.
- c) Designing, constructing, erecting, commissioning, completing and testing the Power Project in accordance with the applicable Law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices.
- d) The SPD shall make adequate arrangements to connect the Power Project switchyard with the Interconnection Facilities at Interconnection / Metering / Delivery Point to connect the Power project switchyard with the Interconnection facilities at the Delivery Point.
- e) Obtaining Connectivity and executing connectivity agreement as per provision of GNA regulation issued by CERC, for evacuation of the Contracted Capacity and maintaining it throughout the term of the Agreement. It is further clarified that the Entities (SPD and PDD) as indicated in the detailed procedure issued subsequently under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022, will be responsible for their respective obligation as notified in the detailed procedure irrespective of the provisions of the RfS and PPA.
- f) The commencement of supply of power up to the Contracted Capacity to PDD no later than the SCD and continuance of the supply of power in line with Article 4.4 of this Agreement throughout the term of the Agreement.

- g) Owning the Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 15.
- h) Maintaining minimum 51% shareholding prevalent at the time of signing of PPA up to a period of one (1) year after the SCD in line with Clause 21 of the RfS;
- i) Fulfilling all obligations undertaken by the SPD under this Agreement and also as per the terms of the RfS.
- j) The SPD shall be responsible to for directly coordinating and dealing with the PDD, Load Dispatch Centres, Regional Power Committees, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of Solar Power and due compliance with deviation and settlement mechanism and the applicable Grid code/State/Central Regulations, acknowledging that the SPD and PDD are the Grid connected entities.
- k) For the Solar PV, the SPD shall fulfil the technical requirements according to criteria mentioned under Annexure B of the RfS. The modules used in the Project shall be sourced only from the models and manufacturers included in List-I under the “Approved List of Models and Manufacturers” as published by MNRE and valid as on the date of invoicing of such modules.
- l) The SPD shall be solely responsible for and obligated to ensure that the Project being implemented under this Agreement shall fulfil the criteria as per Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, and subsequent amendments and clarifications thereof.
- m) For the Project being implemented under this Agreement, the SPD shall submit a detailed completion Schedule for the Project prior to the signing of PPA. Broad details to be captured in the Schedule are the land procurement, grid connectivity; order, supply and erection status of various Project components; financial arrangement/ tie up etc. The SPD shall also submit the progress report to SECI/PDD in a form acceptable to SECI/PDD and shall contain percentage completion achieved compared with the planned percentage completion for each activity, and any such other information as required by SECI/PDD. The SPD shall be required to submit the progress status of Project to SECI/PDD as and when requested by SECI/PDD, strictly within the timelines provided by SECI/PDD. Further, on 5th day of every calendar month, the SPD shall be required to submit the Project progress status. In case of failure to comply with the same, SECI/ PDD at its discretion, may or may not consider the SCD extension request of the SPD.

4.2 *Information regarding Interconnection Facilities*

- 4.2.1 The SPD shall be required to obtain all information from the STU/CTU/concerned authority with regard to the Interconnection Facilities as is reasonably necessary to enable it to design, install and operate all interconnection plant and apparatus on the SPD's side of the Delivery Point to enable delivery of electricity at the Delivery Point. The transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the SPD at his own cost.
- 4.2.2 Penalties, fines and charges, etc. imposed by the STU under any statute or guidelines in relation to delay in commissioning of the Project shall be entirely dealt by the SPD and any such amounts claimed by such agency(ies) shall be payable by the SPD.
- 4.2.3 The responsibility of getting connectivity with the transmission system up to the Interconnection Point, will lie with the SPD. The transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the SPD at his own cost. The maintenance of Transmission system up to the designated point as per the applicable terms and conditions shall be the responsibility of the SPD to be obtained at his own cost. All costs and charges including but not limited to the wheeling charges and losses up to and including at the Interconnection Point associated with this arrangement will also be borne by the SPD.
- 4.2.4 The arrangement of connectivity shall be made by the SPD through a transmission line. The entire cost of transmission including cost of construction of line, any other charges, losses etc. from the Project up to the Interconnection Point will be borne by the SPD. In case of non-availability of Grid and Transmission System during Term of this Agreement, for reasons not attributable to the SPD, provisions of Article 4.10 shall be applicable.

4.3 *Purchase and sale of Power within the Contracted Capacity*

- 4.3.1 Subject to the terms and conditions of this Agreement, the SPD undertakes to sell solar power to PDD and PDD undertakes to purchase such power and pay Tariff for all the energy supplied at the Delivery Point corresponding to the Contracted Capacity.

4.4 *Right to Contracted Capacity & Energy*

- 4.4.1 For supply of power, the CUF declared by the SPD is _____(insert the amount as per SECI's LoA). The SPD will be allowed to revise the CUF of the Project once within first year after the date of commencement of power supply from full Project Capacity. In case of revision in CUF, the revised CUF shall, in no case, be lower than

the originally committed value. Subsequent to commencement of power supply from the Project, PDD, in any Contract Year, except for the Contract Year ending on 31st March immediately after the date of commencement of power from the Project, shall not be obliged to purchase any additional energy from the SPD beyond Million kWh (MU) [Insert value of energy corresponding to CUF of 110% of the declared CUF for the Project or the modified CUF]. If for any Contract Year, except for the Contract Year ending on 31st March immediately after the date of commencement of power from the Project, it is found that the SPD has not been able to supply minimum energy amounting to Million kWh (MU) [Insert values corresponding to a CUF of 85% of the declared CUF for the project or the modified CUF] till the end of 10 years from the SCSD and Million kWh (MU) [Insert values corresponding to a CUF of 80% of the declared CUF for the project or the modified CUF] for the rest of the Term of the Agreement, save and except in case of Force Majeure, the SPD shall be liable to pay penalty to PDD.

For the first year of operation of the Project, the above limits shall be considered for the complete year after the date of commencement of power from the Project. Subsequently, the annual CUF will be calculated every year from 1st April of the year to 31st March next year. Similarly, for the last year of operation of the Project, these limits shall be considered for the complete year before the expiry of the PPA.

The lower limit will, however, be relaxable by Buyer to the extent of Generation Compensation due to grid non-availability to the Project for evacuation which is beyond the control of the SPD as determined under provisions of Article 4.10.1. The amount of such penalty will be equal to 1.5 times the Applicable Tariff for the shortfall in energy terms, which in turn, shall be remitted to the Buying Entity. The penalty as per above shall be applied on the amount of shortfall in generation from the Project during any Contract Year. This penalty shall not be applicable in events of Force Majeure identified under this Agreement, affecting supply of Solar Power by SPD.

- 4.4.2 Any excess generation over and above as per Article 4.4.1, may be purchased by PDD at the tariff as per Article 9. While the SPD would be free to install the DC solar field as per its design of required output, including its requirement of auxiliary consumption and to repower the Project from time to time during the term of the PPA, it will not be allowed to sell any excess power to any other entity other than PDD (unless refused by PDD). The SPD shall be required to intimate PDD about the proposed excess quantum of energy likely to be generated from the Project within any

Contract Year, at least 60 days prior to the proposed date of commencement of excess generation in that Contract Year. PDD shall be required to intimate its approval/refusal to the SPD, for buying such excess generation not later than 15 days of receiving the above offer from the SPD. In the event the offer of the SPD is not accepted by PDD within the said period of 15 deviation days, such right shall cease to exist and the SPD shall, at its sole discretion, may sell such excess power to any third party.

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

- 4.4.5 The SPD agrees that the methodology specified hereinabove for calculation of compensation in the form of penalties payable by the SPD as indicated above is a genuine and accurate pre-estimation of the actual loss that will be suffered by PDD. SPD shall further acknowledge that a breach of any of the obligations contained herein result in injuries and that the amount of the penalty or the method of calculating the penalty specified in this document is a genuine and reasonable pre-estimate of the penalty that may be suffered by the PDD in each case specified under this Agreement.
- 4.4.6 The parties agree that penalties shall not be applicable in events of Force Majeure identified under the PPA, affecting supply of power by the SPD. SPD shall not be liable to pay any penalty whatsoever including consequential damages for any shortfall in generation in excess of what becomes payable under Article 4.4.7 and/or Article 4.4.10.

4.5 *Extensions of Time*

- 4.5.1 In the event that the SPD is prevented from performing its obligations under Article 4.1 by the SCD due to:
- a) any PDD Event of Default; or
 - b) Force Majeure Events affecting PDD , or
 - c) Force Majeure Events affecting the SPD,
- the SCD and the Expiry Date shall be deferred, for a reasonable period but not less than ‘day for day’ basis, to permit the SPD or PDD through the use of due diligence,

to overcome the effects of the Force Majeure Events affecting the SPD or PDD, or till such time such Event of Default is rectified by PDD.

4.5.2 Subsequent to grant of connectivity, in case there is a delay in Start Date of Connectivity by the CTU/STU and/or there is a delay in readiness of the substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the network until SCD of the Project, and it is established that:

- (i) The SPD has complied with the complete application formalities as per RfS,
- (ii) The SPD has adhered to the applicable Procedure in this regard as notified by the JERC/STU, and
- (iii) The delay in Start Date of Connectivity and/or delay in readiness of the substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the network, is solely attributable to the STU/transmission licensee and is beyond the control of the SPD;

The above shall be treated as delays beyond the control of the SPD and SCD for the Project shall be revised as the date as on 60 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or Start Date of Connectivity. Decision on requisite extension on account of the above factor shall be taken by PDD.

4.5.3 In case of extension due to reasons specified in Article 4.5.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of nine (9) months from the date of the Force Majeure Notice, termination of this Agreement shall be caused solely at the discretion of PDD, as per the provisions of Article 13.5.

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

4.5.5 As a result of such extension on account of Article 4.5.1 or Article 4.5.2, the newly determined SCD and newly determined Expiry Date shall be deemed to be the SCD and the Expiry Date for the purposes of this Agreement.

4.5.6 Delay in commencement of power supply from the project beyond the SCD for reasons other than those specified in Article 4.5.1 & Article 4.5.2 shall be an event of default on part of the SPD and shall be subject to the consequences specified in the Article 4.6.

4.6 *Penalty for delay in Commencement of Power Supply*

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

- (a) Delay beyond the SCD upto (& including) the date as on 6 months after the SCD or the extended SCD, if applicable: The total PBG/POI amount shall be encashed on pro-rata basis and proportionate to the Project capacity that has not commenced supply of power.
- (b) For avoidance of doubt it is clarified that provisions of Article 4.6.1 will be applicable even in cases where no capacity (**i.e. 0 MW**) has commenced power supply.

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

- (i) The Contracted Capacity shall stand reduced / amended to the capacity corresponding to the Project Capacity that has commenced power supply until the date as on 6 months after the SCD/ extended SCD and the PPA for the balance capacity will stand terminated and shall be reduced from the Contracted Capacity.

4.6.3 The SPD acknowledges and accepts that the methodology specified herein above for calculation of penalty payable by the SPD is a genuine and accurate pre-estimation of the actual loss that will be suffered by SECI/PDD. SPD further acknowledges that a breach of any of the obligations contained herein result in injuries and that the amount of the penalty or the method of calculating the penalty specified in this Agreement is a genuine and reasonable pre-estimate of the damages that may be suffered by the SECI/PDD in each case specified under this Agreement.

4.7 *Acceptance/Performance Test*

4.7.1 Prior to synchronization of the Power Project, the SPD shall be required to get the Project certified for the requisite acceptance/performance test as may be laid down by

Central Electricity Authority or an agency identified by the central government/state government to carry out testing and certification for the Solar Power project.

4.8 Third Party Verification

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

4.9 Breach of Obligations

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

4.10 Generation compensation for Off-take constraints

- 4.10.1 Generation Compensation in offtake constraints due to Grid Unavailability:** During the operation of the plant, there can be some periods where the Project can generate power but due to temporary transmission unavailability, the power is not evacuated, for reasons not attributable to the Solar Power Developer. In such cases, subject to the submission of documentary evidences from the competent authority, the generation compensation shall be restricted and payable by the PDD as under and there shall be no other claim, directly or indirectly against PDD:

Duration of Grid unavailability	Provision for Generation Compensation
Grid unavailability beyond 175 hours in a Contract Year (as defined in Article 1)	<i>Generation Compensation= ((Tariff X Solar Power (MW) offered but not scheduled by the Buying Entity)) X 1000 X No. of hours of grid unavailability.</i>

	However, in the case of third-party sale or sale in the power exchange, as price taker, the 95% of the amount realized, after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.
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Compensation (if any) calculated as per above provision, will be paid to the SPD on an annual basis.

4.10.2 Payment in case of reduced off take: In case the plant is available to supply power but the off take of power is not done by PDD, including non-dispatch of power due to non-compliance with “Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 notified by the Ministry of Power vide Gazette notification dated 3rd June 2022” and any clarifications or amendment thereto, considering the principle of “must run” status for RE Power, the SPD shall be eligible for payment from the Buying Entity, corresponding to the reduced off take, in terms of following manner:

Reduced Off-take	Provision for Generation Compensation
Reduced off-take beyond 175 hours in a Contract Year (as defined in Article 1)	<p><i>Generation Compensation=</i> <i>(Applicable Tariff X Solar PV Power (MW) offered but not scheduled by the Buying Entity) X 1000 X no. of hours of Reduced Off take.</i></p> <p>However, in the case of third-party sale or sale in the power exchange, as price taker, the 95% of the amount realized, after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.</p>

4.10.3 The SPD shall be eligible for payment from the PDD, corresponding to the reduced offtake of power as per above mentioned methodology. The Payment is to be done as part of the energy bill for the successive month after receipt of Energy Accounts (REA)/SEA/JMR. The SPD shall not be eligible for any compensation in case the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions or Force Majeure.

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

- 5.1 The SPD shall give the concerned RLDC/SLDC (if applicable), SECI and PDD at least Fifteen (15) days' advanced preliminary written notice and at least seven (7) days' advanced final written notice, of the date on which it intends to synchronize the Solar Power Project to the Grid System.
- 5.2 Subject to Article 5.1, the Project may be synchronized by the SPD to the Grid System when it meets all the connection conditions prescribed in applicable Grid Code then in effect and otherwise meets all other Indian legal requirements for synchronization to the Grid System.
- 5.3 The synchronization equipment and all necessary arrangements / equipment including RTU for scheduling of power generated from the Solar Project and transmission of data to the concerned authority as per applicable regulations shall be installed by the SPD at its generation facility at its own cost. The SPD shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted by the head of the concerned substation/Grid System and checking/verification is made by the concerned authorities of the Grid System and RLDC, in line with the provisions of the Grid Code.
- 5.4 The SPD shall immediately after each synchronization/tripping of generator, inform the sub-station of the Grid System to which the generation facility including Solar Project(s) is electrically connected and also to the RLDC in accordance with applicable Grid Code under intimation to PDD.
- 5.5 The SPD shall commission the Project in line with provisions of the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time. The SPD shall also give a notice of not less than seven (7) days, for trial run or repeat of trial run, to the concerned RLDC, SECI and PDD. However, in case the repeat trial run is to take place within 48 hours of the failed trial run, fresh notice shall not be required.

For issuance of commissioning/completion certificate, the following documents will be deemed to form the completion documents:

- i. At least 15 days' prior intimation to SECI and PDD for witnessing the project's inspection/performance.
- ii. Project Completion report (PCR) containing the detailed checklist for inspection of the Pilot project as per SECI's format.

- iii. Photographs of the project.
- 5.6 PDD & SPD agree that for the purpose of commencement of the supply of power by SPD to PDD, penalty for delay etc., the SCD/extended SCD as defined in this Agreement shall be the relevant date.
- 5.7 The SPDs will be free to reconfigure and repower various components of the Project configuration from time to time during the PPA duration at its own risk and cost, pursuant to Articles 3.1 and 4.4 of this Agreement. However, PDD will be obliged to buy power only upto the Contracted Capacity as per this Agreement.
- 5.10 In additions to the requirements mentioned above, SPD shall also comply with all the requirements as mentioned in the Indian Electricity Grid Code.

ARTICLE 6: DISPATCH AND SCHEDULING

6.1 *Dispatch and Scheduling*

- 6.1.1 The SPD shall be entirely responsible to schedule its power as per the applicable regulations / requirements / guidelines of CERC / SERC /SLDC / RLDC or any other competent agency and same being recognized by the RLDC/SLDC or any other competent authority / agency as per applicable regulation/ law / direction and maintain compliance to the applicable Codes/ Grid Code requirements and directions, if any, as specified by concerned SLDC/RLDC from time to time. Any deviation from the schedule will attract the provisions of applicable regulation / guidelines / directions and any financial implication on account of this shall be on the account of the SPD.
- 6.1.2 The SPD shall be responsible for directly coordinating and dealing with the Buying Entity, State Load Dispatch Centres, Regional Power Committees, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of power and due compliance with deviation and settlement mechanism and the applicable Grid code Regulations, acknowledging that the SPD and PDD are the Grid connected entities.
- 6.1.3 The SPD shall be responsible for any deviation from scheduling and for any resultant liabilities on account of charges for deviation as per applicable regulations. UI charges on this account shall be directly paid by the SPD.
- 6.1.4 Auxiliary power consumption will be treated as per the concerned Central/State regulations.

ARTICLE 7: METERING

7.1 *Meters*

- 7.1.1 For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the SPD and PDD shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, the Grid Code, as amended and revised from time to time.
- 7.1.2 The SPD shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at SPD's side of Delivery Point.
- 7.1.3 In addition to ensuring compliance of the applicable codes, the SPD shall install Main & Check meters at the Delivery Point, along with Stand-by meter(s) as per the applicable Central/State regulations.

7.2 *Reporting of Metered Data and Parameters*

- 7.2.1 The grid-connected Solar PV Power Projects will install necessary equipment for regular monitoring of solar irradiance (including GHI, DHI, and solar radiation in the module plane), ambient air temperature, wind speed and other weather parameters and simultaneously for monitoring of the electric power (both DC and AC) generated from the Project.

ARTICLE 8: INSURANCES

8.1 *Insurance*

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

8.2 *Application of Insurance Proceeds*

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

In case of the Project being financed through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall be applied as per such Financing Agreements.

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

8.3 *Effect on liability of PDD*

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

ARTICLE 9: APPLICABLE TARIFF

- 9.1 Subsequent to commencement of power supply by the SPD on the terms contained in this Agreement, the SPD shall be entitled to receive the Tariff of Rs. / kWh [Insert the Tariff discovered through the bidding process conducted by SECI], fixed for the entire term of this Agreement.
- 9.2 Any excess generation over and above energy specified in Article 4.4.1, may be purchased by PDD at the Applicable Tariff (as per Article 9.1).
The SPD will not be allowed to sell energy generated prior to SCD or excess energy during any Contract Year to any other entity other than PDD (unless refused by PDD).