

# **VOLUME – III**

## **Implementation and Support Agreement for 70 MW<sub>AC</sub> Grid Connected Solar Photo Voltaic Projects In Amguri Solar Park in the State of Assam**

### **ISSUED BY**

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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 "APGCL" and the "Solar Power Developer" (SPD)
- c) "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.
- d) "Commercial Operation Date (COD)" shall mean 12 (twelve) Months ("Scheduled Commissioning Period") from Effective Date (as defined in the Draft PPA) where upon the SPD starts injecting power from the Power Project to the Delivery Point (220 kV side of the 33/220 kV substation at the Solar Park periphery)
- e) "Demised Premises" shall mean all that piece of leased land in 70 MW<sub>AC</sub> Solar Park at Amguri, in Sibsagar District of Assam and more particularly described in Schedule "1" written hereunder, 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 APGCL all mines and minerals in and under the premises.
- f) "Expiry Date or Closing Date" shall mean the date occurring twenty five (25) years from Effective Date (as defined in the Draft PPA) or until termination of Land Sub Lease Agreement / Termination of Principal Land Lease Agreement / Termination of Implementation and Support Agreement / Termination of PPA;
- g) "Financial 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<sup>st</sup> and ending on March 31<sup>st</sup>.
- h) "Inter-connection point or Delivery point" shall mean the point at 220 kV side of the 33/220 kV substation at the Solar Park periphery.
- i) "APGCL" shall mean Assam Power Generation Corporation Limited, a company incorporated under the Companies Act, 2013 having its registered office at Bijulee Bhawan, Paltanbazar, Guwahati - 781001, APGCL" herein after referred to as the "SPPD" or "Solar Power Park Developer".
- j) "Metering point" shall mean the point at 220 kV side of the 33/220 kV substation at the Solar Park periphery. However, meters have to be installed as per clause 8.8 of this Agreement. The Metering and connected equipment shall be provided by Solar Power Developers at their cost and they shall abide by the relevant CERC/AERC Regulations, Grid Code, and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended from time to time in accordance with clause 8.8 of this agreement.
- k) "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.

- l) "Party" or "Parties" shall refer to APGCL and the SPD individually or collectively.
- m) "Power Purchase Agreement" or "PPA" shall mean the Power Purchase Agreement between SPD and APDCL, including its recitals and schedules, amended or modified from time to time in accordance with the terms hereof.
- n) "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.
- o) "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;
- p) "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;
- q) "SPD" or "Solar Power Developer" shall mean Bidding Company or a Bidding Consortium that got selected through the bidding process conducted by APGCL through "Grid connected solar photo voltaic projects for 70 MW<sub>AC</sub> Amguri Solar Park in Assam". 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.
- r) "SPPD" or "Solar Power Park Developer" shall refer to "APGCL" designated as the Solar Power Park Developer for 70 MW<sub>AC</sub> Amguri Solar Park in the State of Assam.
- s) "State Solar Power Policy" shall mean the Assam Solar Power Policy 2017 and its amendments from time to time.
- t) "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 Act i.e. Assam Electricity Grid Corporation Limited (APGCL).

### 3. The Agreement

This Implementation and Support Agreement is made at Guwahati on \_\_\_\_\_ day of the month \_\_\_\_\_ of the year 2019.

#### **BETWEEN**

M/s Assam Power Generation Corporation Limited, a company incorporated under the Companies Act, 2013 having its registered office at Bijulee Bhawan, Paltanbazar, Guwahati - 781001, Assam, India(herein after referred to as "APGCL" or "SPPD" or "LESSOR" ), 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 hereinafter referred as the "SPD" or "Solar Power Developer" or

“LESSEE” (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

## **RECITALS**

- a. Whereas, Assam Power Generation Corporation Limited (APGCL) is a company incorporated under the Companies Act 1956 or the Companies Act 2013 (as applicable), having its registered office at Bijulee Bhawan, Paltan Bazar, Guwhati-781001.
- b. Whereas, APGCL has been designated as Solar Power Park Developer (SPPD) for facilitation and implementation of the 70 MW Solar Park to be developed at Amguri in Sibsagar District of Assam.
- c. Whereas, APGCL has allotted the land to the SPDs who are selected through the bidding process conducted by APGCL through “Grid Connected Solar Photo Voltaic Projects for 70 MW Amguri Solar Park in Assam”. The land allotted to the SPD is described in Schedule “1” written hereunder (hereinafter referred to as the “Land”).
- d. Land Sub Lease Agreement entered into between APGCL & SPD shall form part & parcel of this agreement.
- e. Whereas, APGCL, after considering the expenditure for Development and for providing Common Infrastructure in respect of 70 MW Amguri Solar Park, will collect **Annual Land Lease charges with 5% escalation, charges towards Local Area Development Charges from SPDs**. In addition to these charges, all applicable taxes, duties, cess and other Government levies will be collected separately from Solar Power Developers by APGCL.

## **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 Terms of Agreement**

**5.2.1** This Agreement subject to Article 5.3 and 5.4 shall be valid for a term from the Effective Date until the Expiry Date. This Agreement may be extended for a further period on mutually agreed terms and conditions at least one hundred eighty (180) days prior to the Expiry Date.

### **5.3 Early Termination**

**5.3.1** This Agreement shall terminate before the Expiry Date if APGCL terminates either this Agreement or Land Sub Lease Agreement due to breach of terms and conditions of this agreement by SPDs.

### **5.4 Survival**

**5.4.1** 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.

## 6. Payment Terms

### 6.1 Local Area Development Fund

Local Development Charges of Rs. 2,10, 00,000/- (Rupees Two Crore Ten Lakh Only) for 70 MW<sub>AC</sub> calculated at a rate of Rs. 3,00,000/- per MW<sub>AC</sub> and shall be paid in 5 equal installments @Rs. 0.60 Lakh/MW<sub>AC</sub>/year after COD on or before 30<sup>th</sup> April (Due Date) at the beginning of each financial year. GST and all other taxes, duties, cess and other Government levies applicable on such transaction shall also be payable to SPPD by the SPD within 7 days from the date of issue of bill by SPPD.

### 6.2 Annual Land Lease Charges:

Annual Land Lease Charges as specified in Land Sub Lease Agreement shall be payable by SPD to the SPPD in accordance with terms and conditions laid out in Land Sub Lease Agreement.

#### Charges Payable to APGCL by Solar Power Developers selected by APGCL (70MW<sub>AC</sub>)

Sl. No	Description	Charges
1	Annual Land Lease Rent per MW <sub>AC</sub> (with 5% escalation in every year)	<p><u>First Year Lease Rent Charge</u>  <b>The Lease Rent Payable would be INR 81, 60,000 /- for the plot of 1020 Bighas for first year</b> and shall be submitted before signing of SLA.</p> <p>{(Calculated as Value per Bigha of Land of Rs.1, 00,000/-) X (Area of Sub Leased Land: 1020 Bighas ) X (8.0 %)}</p> <p><b>For the 2<sup>nd</sup> Year</b>            The lease rent payable shall be calculated as follows:            {(Value per Bigha of Land of Rs. 1, 00,000/-) X (1.05) X (Area of Leased Land) X (8.0 %)}</p>
3	Local Area Development Fund	1% of the total investment made for setting up solar power project in the solar park. Assumption: Rs.3 Lakh/MW <sub>AC</sub> in 5 equal installments @ Rs.0.60 Lakh/MW <sub>AC</sub> /year after COD for 5 years.

**Note:** The above charges are exclusive of GST and other taxes. GST and any other applicable taxes, duties, cess, and other Government levies payable by SPPD are to be reimbursed by SPD as per the prevailing norms from time to time

#### ANNUAL LAND LEASE RENT AND O&M CHARGES PAYABLE BY SPDS FOR 70MW<sub>AC</sub> SOLAR POWER PLANT TO APGCL

Year	Land Lease (Rs.)	Local Area Development Fund (Rs.)	Total (Rs.)
FY - 1	8160000.00	0.00	8160000.00

FY - 2	8568000.00	4200000.00	12768000.00
FY - 3	8996400.00	4200000.00	13196400.00
FY - 4	9446220.00	4200000.00	13646220.00
FY - 5	9918531.00	4200000.00	14118531.00
FY - 6	10414457.55	4200000.00	14614457.55
FY - 7	10935180.43	0.00	10935180.43
FY - 8	11481939.45	0.00	11481939.45
FY - 9	12056036.42	0.00	12056036.42
FY - 10	12658838.24	0.00	12658838.24
FY - 11	13291780.15	0.00	13291780.15
FY - 12	13956369.16	0.00	13956369.16
FY - 13	14654187.62	0.00	14654187.62
FY - 14	15386897.00	0.00	15386897.00
FY - 15	16156241.85	0.00	16156241.85
FY - 16	16964053.94	0.00	16964053.94
FY - 17	17812256.64	0.00	17812256.64
FY - 18	18702869.47	0.00	18702869.47
FY - 19	19638012.95	0.00	19638012.95
FY - 20	20619913.59	0.00	20619913.59
FY - 21	21650909.27	0.00	21650909.27
FY - 22	22733454.74	0.00	22733454.74
FY - 23	23870127.47	0.00	23870127.47
FY - 24	25063633.85	0.00	25063633.85
FY - 25	26316815.54	0.00	26316815.54

### 6.3 Performance Bank Guarantee

#### 6.3.1 Submission of Performance Bank Guarantee (PBG)

The SPD shall submit an irrevocable unconditional Performance Bank Guarantee (PBG) of INR **2 Lakhs (Indian Rupees Two Lakhs) per MW** to APGCL issued from a public sector / scheduled commercial bank at the time of signing of this Implementation and Support Agreement in the form attached hereto as Schedule “2”. The PBG shall be valid for a minimum period of 15 (fifteen) months from the date obtaining concurrence from AERC on the draft PPA. In case any extension is given to the project, the corresponding extension needs to be made in the validity of PBG. All costs relating to opening and maintenance and negotiation of PBG shall be borne by the SPD

#### 6.3.2 Appropriation of Bank Guarantee

The Solar Power Project shall be commissioned within **14 (fourteen) months** from the Effective Date (as defined in the Draft PPA). In case of failure to achieve this milestone, APGCL shall encash the full Performance Bank Guarantee. In case of further delay, APGCL shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to terminate this Agreement as per Clause 12 (Termination)

#### 6.3.3 Return of Performance Bank Guarantee

APGCL shall return/release the Performance Bank Guarantee three (3) months after Commercial Operation Date without prejudice to other rights of APGCL under this Agreement

### 6.4 Transmission Charges and Scheduling Charges

- a) “Inter – connection point or Delivery point” shall mean the 220 kV side of the 33/220 kV substation at the Solar Park periphery. All costs and losses upto that point will be to the account of the Solar Power Developer.

- b) Forecasting and scheduling shall be done by SPD as per AERC Regulations and Indian Electricity Grid Code. The SPPD may take up the function of forecasting and scheduling if the Solar Power Developer so desire on chargeable basis.
- c) The transmission and scheduling charges shall be as per applicable AERC regulations
- d) APGCL will forward all the bills received from concerned authorities towards above charges mentioned from 6.6 (a) to 6.7 (c) to the SPD from time to time and the SPD shall pay such bills within 7 days from the date of issue of bill by SPPD

#### **6.5 Taxes and Duties**

- a) APGCL shall not be liable for payment of any taxes, duties, levies, cess whatsoever for discharging of any obligation by APGCL as per article 7.0
- b) The SPD shall bear and promptly pay all statutory taxes, 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/operation of this Agreement
- c) APGCL shall be indemnified and held harmless by the SPD against any claims that may be made against APGCL in relation to the matters set out in Clause 6.7

#### **6.6 Penalty for Delayed Payment**

If payment of charges as detailed in Article 6 or any other supplementary bill issued in respect of tax etc is delayed beyond due date, SPD shall pay interest at the rate of 24% per annum for the delayed period. If the payment is delayed beyond 30 days from the due date of payment, APGCL shall present the Letter of Credit (LC), established by SPD as per the Clause 6.9, in the Bank to draw the amount.

#### **6.7 Letter of Credit (LC) and Payment Security Mechanism**

- 6.7.1 SPD shall establish an irrevocable unconditional revolving Letter of Credit (LC) in favour of APGCL with a public sector / scheduled commercial bank (as per the list to be provided by APGCL) within 30 days from the date of signing of this agreement. The LC shall cover annual O&M charges payable to APGCL for that particular Financial Year. Failure of SPD to open the LC as stated above invalidates this agreement
- 6.7.2 The LC shall be established for a minimum period of one year. SPD shall ensure that LC remains valid at all times during the entire/extended validity period of this Agreement. LC shall be renewed not later than 30 days prior to expiry of existing LC
- 6.7.3 LC shall specify the manner and dates when bill(s) can be presented to Bank by APGCL. The bills so presented by APGCL to the Bank shall be promptly paid on their presentation.
- 6.7.4 All costs relating to opening and maintenance and negotiation of LC shall be borne by the SPD
- 6.7.5 In case of drawal of the LC amount by APGCL in accordance with the terms of this Article, the amount of LC shall be reinstated automatically not later than 7 days from such drawal. SPD shall arrange to furnish to APGCL a certificate to this effect from Bank(s) providing LC
- 6.7.6 In the event LC is not reinstated within 7 days from the date of its expiry/drawal, APGCL shall have the right to regulate the common facilities offered to the SPD by giving one



month advance notice in writing, notwithstanding the rights accrued under the Land Sub Lease Agreement

## **6.8 Right to Re-enter**

- 6.8.1 If there be any breach of any of the terms and conditions and covenants herein contained on the part of the SPD, APGCL shall have the right to re-enter into 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.
- 6.8.2 Provided that APGCL shall not exercise such right without serving the SPD a notice in writing giving three months time to remedy the breach

## **7. Obligations of APGCL**

### **7.1 Approval**

APGCL shall obtain all necessary statutory and non-statutory clearances required for developing the Solar Park

### **7.2 Declaration by APGCL**

- a) APGCL declares that there is no mortgage, charge and/or claim over the Demised Premises and the Demised Premises is free from all encumbrances
- b) APGCL, in its best knowledge, declares that it has got full rights and absolute authority to sub lease the Demised Premises unto the SPD for the lease duration and to execute this Agreement in favour of the SPD
- c) APGCL 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 APGCL**

APGCL 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 APGCL so as to match the Commissioning schedule of the SPD

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

APGCL will provide land required for installation of solar power project (at the rate of 5(five) acres per MW) on sub lease basis as per the terms and conditions of Land Sub Lease Agreement.

#### **7.3.2 Internal Evacuation System:**

APGCL will provide 220 kV connectivity by constructing a LILO line up to the plant boundary.

#### **7.3.3 Operation and Maintenance of 33/220 KV Switching Substation:**

There will be two parts in the power evacuation systems:

- (a) 2 x 33/220 kV 50 MVA transformer with 2 short 220 KV lines to switching substation

- (b) 220 KV unmanned / remote control switching substation where the LILO will be terminated. The switching substation will be of one main bus and one main cum transfer bus with bus coupler facilities.

Both (a) and (b) will be designed by SPD in consultation with AEGCL and construction of both will be done after prior approval of AEGCL.

Part (a) will be operated and maintained by SPD and part (b) and the LILO section will be operated and maintain **as per AERC norms.**

**7.3.4 Laying of UG Cable:**

SPD at its own cost shall lay UG Cable from their Solar Power Plant to the 33/220 kV substation at the Solar Park periphery. APGCL will not provide any cable tray support structures.

**7.3.5 Main Road and Street Lighting:**

APGCL will lay and maintain the main roads so as to provide access to all the plots along with street lighting in the Solar Park. Internal access roads within the plot shall have to be laid by the SPD at its own cost. APGCL will also develop Road Connectivity, Drainage System and Street Lighting for the plot boundary.

**7.3.6 Water Supply:**

- b) SPD shall make their own necessary arrangements for water supply for construction, operations and maintenance of the Solar Power Plant.
- c) However, charges if any claimed by any competent authorities in future for usage of underground water or for bore-well, the same shall be payable by SPD

**7.3.7 Drainage System:**

APGCL will lay and maintain the main drains along the main road to which Solar power developers shall connect their internal plant drains. Major streams are suggested to be channelized by SPD as tentatively indicated in the plot plan & obtain necessary approvals from APGCL for maintaining continuity in existing streams at the boundary of individual plots

**7.3.8 Weather Station:**

SPD will establish and maintain the weather station to monitor the solar irradiation and other necessary weather data.

**7.3.9 Fire Safety:**

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. APGCL 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 APDCL in the prescribed application form at its own cost and the SPD shall also be responsible for all including timely payments etc. However, APGCL will extend necessary support in obtaining the power supply connection.

## **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**

- a) The SPD shall be solely responsible for compliance of all State and Central Government laws, rules 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 APGCL whether located outside or inside the Demised Premises. In case the SPD is found to have caused damage to the properties of APGCL, in addition to entitling APGCL to terminate the Agreement hereby granted, APGCL shall be entitled to recover the damages with penalty as may be decided by APGCL and such amount shall be recoverable as arrears of land revenue.

#### **8.1.3 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 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 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 including but not limited to obtaining Drawing & safety Approval from Chief Electrical Inspector, Project Commissioning and synchronization approval from AEGCL and APDCL 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. APGCL will sign all such documents and make all such applications as may be reasonably required of APGCL 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 APGCL for its scrutiny and approval.
- d) 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**

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

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

APGCL and/or the authorized persons of APGCL 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 APGCL 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 Assam, the PPA, policies framed by APGCL, 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. SPPD would implement the outer park boundary along with patrol roads.

## **8.8 Metering and Billing**

Scheme for metering System will be developed by SPPD with metering at 220 kV side of the 33kV/220kV Solar Park Sub-Station.

- a) Sale of power from the Solar Park shall be at 220 kV level at 33/220 kV Substation of the solar park. Energy metering system (main, check and standby meter) will be provided at the 220 kV line feeding Solar Power from the Solar Park
- b) Energy metering System (stand-by meters) will also be provided at the 33/220 kV substation
- c) Energy Metering System (main, check and standby) shall be provided at 220kV Switch Gear at the Delivery Point
- d) Meters will be microprocessor based ABT compliant Tri-vector meters meeting CEA requirement. The accuracy class of energy meters will be of 0.2s class. The meter will be capable of metering active & reactive energies both import and export. The meter will indicate maximum demand by integrating the energy for the preset period. The meter will register maximum demand in separate preset periods of the day with provision for recording of tamper/ abnormal events with date and time stampings in its non-volatile memory
- e) For energy metering, Current transformers will be of 0.2s class and voltage transformers will be of 0.2 class
- f) The metering and connected equipment shall be provided by SPDs at their cost as per the relevant CERC/AERC regulations
- g) 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 installed by them and shall follow relevant metering requirements as intimated by APGCL.

## **8.9 Construction of 33/220 KV Substation**

SPD at its own cost shall Construct and Commission 33/220 kV substation at the Solar Park periphery. The substation shall be constructed through 2X50 MVA transformers, in line with the specifications as approved by Assam Electricity Grid Corporation Ltd. (AEGCL).

## **8.10 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

## **8.11 Technical Requirement**

The SPD shall follow the technical requirements for Grid Solar PV Power Plants as mentioned in Annexure-III of MNRE Guidelines

## **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) APGCL 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 APGCL against all legal proceedings, losses, penalties, fines, claims, degrees, award, damages costs, charges and/or expenses that APGCL 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 etc. Whether a "Force Majeure" situation exists or not, shall be decided by the APGCL and such decision shall be final and binding on the SPD.
- b) If a force majeure situation arises, the SPD shall notify APGCL in writing promptly at the most within 10 days from the date such situation arises. After examining the cases APGCL 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, APGCL, 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 authorized 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,
  - i. upon the mutual consent of the Boards of Directors of APGCL and SPD
  - ii. by APGCL if the conditions to SPD's obligations specified in Clause8 hereof shall not have been met or waived by the Closing Date, or such later date as shall have been approved by KAPGCL
  - iii. By APGCL if the existing PPA or the Land Sub Lease Agreement is terminated for reasons attributable to SPD
  - iv. by SPD if the conditions to APGCL's obligations specified in Clause7 hereof shall not have been met or waived by the Closing Date, or such later date as shall have been approved by APGCL and Solar Power Developer
- b) Voluntarily APGCL shall not terminate this agreement without the concurrence of SPD, unless acted by an order as per the Law or any court order passed by an Honorable High Court in India and/ or the Supreme Court of India

### **12.2 Notice of Termination**

The power of termination provided for by Clause12.1 hereof may be exercised only by a notice given in writing and signed on behalf of APGCL by either the Chief General Manager (Generation), 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 and/or Land Sub Lease Agreement, SPDs shall, within sixty (60) business days following the termination date, remove all property and fixtures belonging to SPD from the Site duly making payment of compensation equivalent to Annual O & M charges for the subsequent financial year along

with applicable GST etc to APGCL. If the SPD fails to remove the fixtures or buildings etc or fails to make payment of compensation as above, even after the notice by APGCL to do so, such buildings, structures etc shall vest with the APGCL and liable to be removed at the risk & cost of SPD and the APGCL shall have the right to invoke Letter of Credit submitted by SPD in accordance with Article 6 without prejudice to the other rights of APGCL under this Agreement

### **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., Additional Chief Secretary to Government of Assam, Power (Electricity) Department, and the award passed shall be binding on both the parties. The place of Arbitration shall be the Guwahati 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 Assam

### **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. 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**

**SIGNED AND DELIVERED**

**By the "SPD"**

**By the "APGCL"**

**Name:**

**Name:**

**Authorized Signatory**

**Authorized Signatory**

**Signed**

**In the presence of:**

- 1.
- 2.

**Schedule – 1**

<b>Sl. No</b>	<b>District</b>	<b>Village</b>	<b>Survey No</b>	<b>Extent (Acres)</b>
1	Sibsagar	Amguri		
	Total			340

## **Schedule – 2**

### **O&M SERVICES**

1. The SPPD will carry out the following services relating to operation and maintenance of the Essential Solar Park Facilities. Brief scope of services are indicated in the sections below:

#### **1.1. 220 kV Transmission Lines:**

- 1.1.1. SPPD shall endeavor to maintain system availability as per applicable AERC regulations and its amendments from time to time. For the purpose of calculation of availability, the following would be exclusions (a) Non Availability of STU Grid/Sub-Station for any reason and (b) Force Majeure events and (c) Grid Operation instructions for Shutdown.
- 1.1.2. Routine operation and maintenance of the transmission lines.
- 1.1.3. Compliance of safety rules and regulations.
- 1.1.4. Preventive maintenance/Scheduled maintenance.
- 1.1.5. Breakdown maintenance.
- 1.1.6. Maintenance of proper records of operation and maintenance (Log book, registers, check list etc.)

#### **1.2. Access Roads with Street Lighting:**

- 1.2.1. Inspections and reporting
- 1.2.2. Asset management
- 1.2.3. Routine Maintenance road maintenance
- 1.2.4. Preventative Maintenance
- 1.2.5. Repair and Maintenance of Roads Etc.
- 1.2.6. Complete O&M including Repair and Maintenance of Street Lighting Etc.

2. Collection of maintenance charges, water and electricity bills and all other charges by whatever name called levied/ leviable by the municipal or local authority or power distribution companies or such other authorities, in respect of the operation and maintenance of the Solar Park.
3. Any other service(s) as may be agreed between the SPD and the SPPD.

The operation and maintenance of the above shall be handled by the SPPD or by any other company, nominee, agency to whom this work may be handed over by the SPPD.

4. In case of a back-down instruction from the Grid operator or STU, the same would be effected on a pro rata basis of the declared generation schedule submitted by the SPDs.

### Schedule – 3

#### **Format for Bank Guarantee**

**(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 70 MW, at .....[*Insert name of the place*] of Amguri 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 Assam Power Generation Corporation Limited (APGCL). 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 APGCL at [*Insert Name of the Place from the address of the APGCL*] forthwith on demand in writing from APGCL 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 APGCL shall be entitled to invoke this Guarantee till.

The Guarantor Bank hereby agrees and acknowledges that the APGCL 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 APGCL, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to APGCL.

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 APGCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against APGCL 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 Assam 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 APGCL 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 APGCL 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 APGCL 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:**

1. The Stamp Paper should be in the name of the Executing Bank.
2. The Performance Bank Guarantee shall be issued by any of the public sector / scheduled commercial banks.