

Maharashtra State Electricity Distribution Co. Ltd.

DRAFT PPA

**FOR PROCUREMENT OF 500 MW WIND-SOLAR HYBRID POWER ON LONG
TERM BASIS THROUGH COMPETITIVE BIDDING PROCESS (FOLLOWED BY
REVERSE E- AUCTION) FROM GRID CONNECTED INTER-STATE AND INTRA-
STATE PROJECTS**

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This Power Purchase Agreement is made and entered into at Mumbai on this day of 2021

Between

M/s _____ Company
having its registered office at _____

_____ India (hereinafter referred to as "Wind Solar Hybrid **Power Developer**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees) as party of first part.

And

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED incorporated under The Companies Act 1956 (1 of 1956) having its Registered office at **Prakashgad, Plot G 9, Prof. Anant Kanekar Marg, Bandra (East), Mumbai 400 051**, (hereinafter referred to individually, as **MSEDCL** or "**Power Procurer**" or "Procurer", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees) as party of the second part.

WHEREAS:

MSEDCL has a license to operate and maintain a distribution system and supply electric energy to the consumers of Maharashtra except Mumbai area as enumerated in Maharashtra Electricity Regulatory Commission (MERC) Specific conditions of Distribution License.

In order to fulfil MSEDCL's Renewable Purchase Obligation (RPO) and to meet the future power requirements, MSEDCL vide its RfS no. MSEDCL/RE/2021/500 MW/Hybrid/_____, had floated tender for Procurement Of 500 MW Wind-Solar Hybrid Power On Long Term Basis Through Competitive Bidding Process (Followed By Reverse E- Auction) and the Hybrid Power Developer (HPD) has been declared Successful Bidder pursuant to Letter of Award (LoA) dated xxx for development of Hybrid Power Project of xxx MW capacity, located at xxx and sale of entire of

electrical energy, so produced, for commercial purposes from such Power Plant to MSEDCL.

MSEDCL agrees to procure power from the HPD and the HPD has agreed to sell power to MSEDCL up to the Contracted Capacity @Rs/kWh at Tariff offered by HPD as per the terms of this Agreement.

AND, WHEREAS the HPD has furnished Performance Bank Guarantee no.... dated amounting to Rs. as per the RfS No. dated

AND, WHEREAS the HPD desires to set-up such Hybrid Power Project of xxx MW capacity at Village .. Taluka District ----- State-----and may change the project location, provided if the location is changed by the Hybrid Power Developer once at the time of achievement of Financial Closure i.e. within 12 months of signing of PPA as per the RfS provisions, by executing supplementary Agreement.

The Hybrid Power Developer has taken responsibility to set up requisite power injection system to inject power upto the delivery point.

AND, WHEREAS, the Parties hereby agree to execute this Power Purchase Agreement setting out the terms and conditions for the sale of power by HPD to MSEDCL.

NOW THEREFORE IN VIEW OF THE FOREGOING PREMISES AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, MSEDCL AND THE HPD, EACH TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS, A PARTY AND COLLECTIVELY THE PARTIES, HEREBY AGREE AS FOLLOWS:

ARTICLE 1: DEFINITIONS

1.1 For all purposes of this Agreement, the following words and expressions shall have the respective meanings set forth below:

Act or Electricity Act, 2003	shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.
Agreement	shall mean this Power Purchase Agreement executed hereof, including the schedules hereto, amendments, modifications and supplements made in writing by the Parties from time to time
AMR	shall mean Automated Meter Reading.
Approvals	means the permits, clearances, licenses and consents as are listed in Schedule 3 hereto and any other statutory approvals.
Bill Dispute Notice	shall mean the notice issued by a Party raising a Dispute regarding a Monthly Energy Bill or a Supplementary Bill issued by the other Party.
Billing Period	means (subject to Article 6.1 of the Agreement) the calendar month ending with the Metering Date. The first Billing Period shall commence from the Commercial Operation Date and end with the Metering Date corresponding to the month in which the Commercial Operation Date occurs.
Billing Date	shall be the first Business Day after the Metering Date of each Billing Period.
Business Day	shall mean with respect to HPD and MSEDCL, a Day other than Sunday or a statutory holiday on which banks remain open for business in Mumbai.
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, 2017 as amended from time to time. For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract year, if 'X' MWh of energy has been metered out at Delivery Point for 'Y' MW Project capacity,

	<p>$CUF = (X \text{ MWh}) / (Y \text{ MW} * 8766) \times 100\%$.</p> <p>It may be noted that in above illustration, the capacity 'Y' MW shall refer to the Contracted Capacity terms in PPA;</p>
CERC	means Central Electricity Regulatory Commission of India, constituted under sub-section (1) of Section 76 of the Electricity Act, 2003 or its successors.
Change in Law	shall have the meaning ascribed thereto in Article 9 of this Agreement.
Commissioning	with respect to the Project as certified by RLDC/ SLDC/ DISCOM shall mean when all equipment as per rated capacity has been installed and energy has flown into the grid.
Commercial Operation Date (COD)	<p>with respect to the Project shall mean the date on which the full contracted capacity of the Project is commissioned (certified by RLDC/SLDC/DISCOM) and available for commercial operation. The Successful Bidders shall have to provide a written notice to MSEDCL at least 30 days in advance for the same.</p> <p>Provided that in case of the reduced Contracted Capacity due to delay in commissioning as per 3.16.7 of the RfS, the COD shall be the date of commissioning of the last part in line with part commissioning terms of 3.16.5 of the RfS.</p>
Competent Court	means the Supreme Court of India or Bombay High Court, MERC and APTEL.
Contracted Capacity	the xxx MW (AC) contracted capacity of the Project at the generating terminal(s) and contracted with MSEDCL for supply from the Hybrid Power Project.
Contract Year	<p>shall mean the period beginning from the Effective Date of the PPA 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:</p> <p>i) in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a</p>

	<p>new Contract Year shall commence once again from the Scheduled Commissioning Date 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</p> <p>ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of the PPA.;</p>
CTU or Central Transmission Utility	Shall mean the Central Transmission Utility as defined in Sub-Section (10) of section (2) of the Electricity Act, 2003 as amended from time to time
STU	shall mean State Transmission Utility as per Electricity Act, 2003
Delivery Point	<p>shall mean the point(s) of connection(s) at which energy is delivered into the Grid System</p> <p>i) For intra - state projects, at the voltage level of 33 kV or above of STU/MSETCL sub-station. .</p> <p>ii) For inter - state projects, energy settlement and delivery point shall be at Maharashtra STU/MSETCL periphery.</p>
Delivered Energy	<p>means the kilowatt hours of Electricity actually fed and measured by the energy meters at the Delivery Point and as certified by RLDC/DISCOM.</p> <p>In case, the project is installed and connected through CTU Network, then all transmission charges and losses upto delivery point shall be to the account of the HPD. No change in charges / losses of CTU shall be covered under Change in law.</p>
Due Date of Payment	in respect of a Tariff Invoice means the date, which is 30 (thirty) days from the date of receipt of such invoices by the designated official of the MSEDCL.
Effective date	this agreement shall come into effect from (Enter date of signing of Agreement) and such date shall be referred as the effective date.
Electricity Laws	shall mean the Electricity Act, 2003 and the relevant rules, notifications, and amendments issued there under and all other Laws in effect from time to time and applicable to the development, financing, construction, ownership, operation or maintenance or regulation of electric generating companies and Utilities in India, the