

POWER PURCHASE AGREEMENT (PPA)

FOR

**“DESIGN, MANUFACTURE, SUPPLY, ERECTION, TESTING AND
COMMISSIONING OF SOLAR PV PANELS INCLUDING WARRANTY,
OPERATION & COMPREHENSIVE MAINTENANCE FOR A PERIOD OF
25 YEARS”**

**ON OPEX/ RESCO MODEL IN STATE BANK OF INDIA,
_____ BRANCH OF CAPACITY _____ KWp.**

**BETWEEN
STATE BANK OF INDIA, AMARAVATI LOCAL HEAD OFFICE
AND**

_____**(BIDDER)**

Note: Draft Agreement copy shall be validated subject to the approval of SBI, Amaravati LHO (Beneficiary).

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SOLAR POWER SELLING AGREEMENT

(This is Draft only and it will be mutually agreed and signed after awarding contract)

THIS SOLAR POWER SELLING AGREEMENT is made at _____ on _____, 2020

Between

_____, a company incorporated under the Companies Act, 1956, having its registered office at _____ and its corporate office at _____, India herein after referred to as the "Service Provider" (which expression shall unless repugnant to the context or meaning thereof, mean and be deemed to include its administrators, successors and assigns) of the FIRST PART;

And

State Bank of India, Amaravati Local Head Office, Hyderabad. herein after referred to as the "Customer" (which expression shall unless repugnant to the context or meaning thereof, mean and be deemed to include its administrators, successors and assigns) of the SECOND PART.

The Service Provider and the Customer are each individually referred to as a "Party" and collectively as the "Parties".

WHEREAS;

- i. The Service Provider is engaged in the business of building and operating solar power plants, including grid connected rooftop solar power projects.
- ii. The Customer noted above and requires energy for [their site/ offices](#).
- iii. The Service Provider has agreed to install and operate a solar photovoltaic power plant of _____ [KWp capacity](#) (the "Project") at the Site (as defined hereinafter) as provided by the Customer to the Service Provider.
- iv. The Service Provider has agreed to supply the entire Solar Power generated by the Project to the Customer and the Customer has agreed to purchase the entire Solar Power generated from the Project, on the terms and conditions contained in this Agreement.
- v. In this regard, the Parties are now desirous of entering into the Agreement to record the terms and conditions for development of the Project and sale and purchase of the Solar Power generated from the Project. Now, Therefore, In Consideration of The Premises and Covenants Hereinafter Set Forth, The Sufficiency Of Which The Parties Hereby Acknowledge And With The Intent To Be Legally Bound Thereby, The Parties Here To Agree As Follows:

1 [ARTICLE 1:](#)

1.1 DEFINITIONS

In addition to the terms defined in the introduction to, recitals or the body of this Agreement whenever used in this Agreement, unless repugnant to the meaning or context thereof, the following words and terms shall bear the meanings assigned to them below: -

"Affiliate" In relation to any Person means any Person, who directly or

	indirectly (through one or more intermediaries) Controls, is Controlled by or is under common Control with that Person.
“Agreement”	Means this Solar Power Selling Agreement including its preamble, recitals, annexes and its amendments, supplements or other modifications from time to time in accordance with the provisions hereof.
“BES”	Means the Customer’s building electrical systems that are owned or leased, operated, maintained and controlled by the Customer, and which may or may not be interconnected with the Utility.
“Bill Disagreement Notice”	Shall mean the notice issued by a Party raising a Dispute regarding a Monthly invoice issued by the other party.
“Business Day”	Means any day other than a Saturday or Sunday or a statutory holiday on which the scheduled banks remain open for business.
“Calendar Day”	Means any day of the week, month or year.
“Commercial Operation Date”	Is the date at which the entire setup, installation and testing of the Project has been completed and the Project starts selling Solar Power to the Customer.
“Confidential Information”	Shall have the meaning ascribed to the term in Article 18.11.1 of the Agreement.
“Customers Installation”	Shall have the meaning ascribed to the term in Article 6.1.5 of the Agreement.
“Cure Period”	Shall have the meaning ascribed to the term in Article 15.2 of the Agreement
“Deemed Generation”	Shall have the meaning ascribed to it in Article 4.1 Electrically connected to BES
“Delivery Point”	Means the physical location at which the System is _____
“Dispute”	Shall have the meaning ascribed to the term in Article 17.2.1 of the Agreement.
“Due Date”:	Shall have the meaning as ascribed to the term in Article 9.4.3 of the Agreement
“Effective Date”	Shall have the meaning ascribed to it in Article 2.1 of the Agreement.
“Emergency”	Means a condition or situation that is likely to endanger the security of individuals or which poses an immediate threat of damage to PV system or the Premises.
“Encumbrances”	Means by interest or equity of any Person (including, without limitation, any right to acquire, option or right of pre-emption or conversion) and any charge, mortgage, security interest, pledge, lien (including retention of title claims), assignment, power of sale or hypothecation or any other third party right or encumbrance of any nature whatsoever (whether or not perfected) and the term

	"encumber" shall be construed accordingly.
"Event of Default"	Shall have the meaning ascribed to the term in Article 15.1 of the Agreement.
"Expiry Date"	Shall mean the date occurring 25 years from the Commercial Operation Date of the Project.
"Force Majeure Event"	Shall have the meaning ascribed to the term in Article 14.2 of the Agreement.
"Government Approval"	Shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgments, agreements, no objection certificate clearances (including environmental clearances), and concessions, required to be obtained from or provided by any Governmental Authority or under applicable Law for the purpose of installing, commissioning, testing, operating, maintaining or transferring the Project.
"Governmental Authority"	Means any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof.
"INR"	Means Indian Rupees, the lawful currency of the Republic of India.
"Joint Meter Reading Report"	Shall have the meaning ascribed to the term in Article 9.2 of the Agreement.
"KWh"	Means Kilowatt-Hours
"KWp"	Means Kilowatt-peak;
"Late Payment Surcharge"	Shall have the meaning ascribed to the term in Article 9.8 of the Agreement.
"Law"	Means any statute, law, rule, regulation, ordinance, judgment, injunction, order, decree, by-law, administrative requirement, guideline, directive, policy or any similar form of decision or determination, or any interpretation or adjudication having the force of law or other restriction of any Governmental Authority, as applicable and as enacted or promulgated and whether in effect in India as of the Effective Date or at any time thereafter.
"Loses"	Shall have the meaning ascribed to the term in Article 16.1 of the Agreement.
"Metered Generation"	Shall have the meaning ascribe to the term in Article 9.4.1 of the Agreement.
"Metering Date":	Means the first Business Day of each calendar month subsequent to the month in which the Solar Power is generated by the Service Provider.
"Metering System"	Means the instrument (s) and equipment installed at the Site by the

	Service Provider as part of the System used to measure, indicate and record the Output delivered to the Customer at the Delivery Point.
“Monthly Invoice”	Shall have the meaning ascribed to the term in Article 9.4.1. of the Agreement.
“Non-Delivery Period”	Shall have the meaning ascribed to the term in Article 15.1.1 of the Agreement.
“Output”	Means all of the Solar Power delivered from the PV System measured in Kilowatt hours (kWh) at the Delivery Point.
“Person”	Shall mean any natural person, firm, company, governmental authority, joint venture, partnership, association or other entity (whether or not having separate legal personality).
“Premises”	any and all real property belonging to the Customer situated within the boundaries of which the Site shall be located.
“Scheduled Completion Date”:	Shall have the meaning ascribed to the term in Article 6.1.4 of the Agreement.
“Service Provider”:	The Service Provider is the Party of the Agreement who will set up, operate and maintain, PV System, at its cost, on the Premises of the Customer.
“Site”	Means the areas on the Premises of the Customer on which the Service Provider will install the PV System. The detail of the Site along with its map is provided.
“System” or “PV System”	Means all equipment, facilities and materials, including photovoltaic arrays, DC/ AC inverters, wiring, Meters, tools, and any other property now or hereafter installed, owned and operated by the Service Provider for the purpose of or incidental or useful to maintaining the use of the System fulfilling its obligations under the Agreement, and as it may be modified during the Term. The System excludes any part of the BES. The System may consist of multiple installations at various locations on the Site.
“Taxes”	Means any and all statutory taxes, duties, levies and cess, or levy of any nature (whether central, state or local) whatsoever and wherever and whenever charged, levied or imposed together with any interest and penalties in relation thereto.
“Term”	Shall have the meaning ascribed to it in Article 2.2.1
“Unit Price”:	The Price applicable for each unit (kWh) of Solar energy delivered by the System, measured and recorded through the installation Metering System.
“Utility”	Means the local provider of electric supply to the Customer.
1.2 INTERPRETATION	
1.2.1	In this Agreement, unless the context otherwise requires or as otherwise expressly stated:
1.2.2	Headings are for convenience only and shall not affect interpretation except to the

extent, the context otherwise requires;

1.2.3 Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated.

1.2.4 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings.

1.2.5 Words importing the singular shall include the plural and vice versa;

1.2.6 Words denoting individual shall include corporations and vice versa;

1.2.7 Words denoting any gender shall include all genders.

1.2.8 Any reference to any period of time shall mean a reference to that according to Indian Standard Time;

1.2.9 Any reference to day shall mean a reference to a calendar day;

1.2.10 Any reference to month shall mean a reference to a calendar month;

1.2.11 Unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates; and

1.2.12 Any reference to an article, section, appendix, clause, sub-clause, paragraph, sub-paragraph, Schedule or Recital is a reference to an article, section, appendix, clause, sub-clause, paragraph, sub-paragraph, Schedule or Recital of the Agreement.

1.2.13 Any reference to "writing" includes printing, typing, lithography and other means of reproducing words in visible form including by electronic form.

1.2.14 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 to the extent possible, be interpreted in a harmonious manner so as to give effect to each part.

2 ARTICLE 2 - TERMS.

2.1 Effective Date

This Agreement shall come into effect from the date of execution of this Agreement ("the Effective Date").

2.2 Term of the Agreement

2.2.1 This Agreement, subject to Articles 2.3 and 2. 4, shall be valid for a period commencing from the Effective date until the Expiry Date ("Term").

2.2.2 The term of this Agreement may be extended for a further period beyond the Expiry Date, if the Parties mutually agree on fresh terms and conditions in writing, at least ninety (90) days prior to the Expiry Date.

2.3 Conditions Precedent of the Agreement

In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, the Service Provider may terminate the Agreement (in case agreement signed prior to COD) and shall be entitled to all the right and remedies available under the Law and Agreement including to recover any Losses that the Service Provider may have suffered or incurred as a result of or in connection with any of these events:

2.3.1. There has been an adverse change in the rights of the Customer to occupy the Premises and to provide the continuous, unencumbered, unhindered and unrestricted access to the Premises and the Site to the Service Provider.

2.3.2 The Service Provider has determined that there are easements, liens or other Encumbrances on the Premises that would impair or prevent the installation, commissioning, operation, maintenance or removal of the System.

2.4 Early Termination.

In addition to Article 2.3, this Agreement shall terminate before the Expiry Date, if either Party, terminates the Agreement, pursuant to Article 15 of this Agreement.

2.5 Survival

The expiry or termination of this Agreement shall not affect any accrued right, obligations and liabilities of the Parties under this Agreement, including the right to receive indemnity 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 this Article 2.5, Article 14 (Force Majeure), Article 15 (Default and Termination), Article 16 (Liability and Indemnification), Article 17 (Dispute Resolution) and other Articles and Schedules of this Agreement which expressly or by the nature survive the Term or termination of this Agreement, shall continue and survive any expiry or termination of this Agreement.

3 ARTICLE 3 - SALE AND PURCHASE OF POWER.

3.1 On and with effect from the Commercial Operation Date, the Service Provider agrees to sell and supply Solar Power to the Customer at the Delivery Point, and the Customer agrees to purchase from the Service Provider the total Solar Power generated, metered and supplied from the Project at the Delivery Point by the Service Provider during the Term.

3.2 The customer hereby agrees and undertakes to make payment to the Service Provider for the generation and supply of metered Solar Power, at the Tariff set forth in Article 9.4 of this Agreement.

3.3 Notwithstanding any other provision of this Agreement, the Solar Power pumped to the Delivery Point by the Service Provider shall be deemed to be sold to the Customer.

4 ARTICLE 4 - DEEMED GENERATION

4.1 Deemed generation would be resorted to only when the system is generating power, but the meter is not recording generation, due to any fault (in accordance with Article 9.6);

4.1.1 Due to the reason that there is no adequate load to absorb the power generated and the excess power generated is not being able to be exported; there is no reference voltage due to the power cut/shutdown by the DISCOM.

4.1.2 If there is an equipment failure at the customer end, which may prevent the power being fed to the customer side or the commercial Operation Date of the Project has not occurred on or prior to Scheduled Completion Date due to any reason attributable to the act or omission of the customer.

In such events, deemed generation will be calculated in relevance with Article-4.2, [after mutual agreement by both parties.](#)

4.2 Deemed Generation for any period shall be calculated using the average. For the first year, the generation of a particular month (in which the deemed generation needs to be calculated) will be used for calculating the average. For the 2nd year onwards, the generation data of the previous year for corresponding month will be referred. ("Deemed Generation"). Such Deemed Generation shall be deemed to be the Solar Power injected into the Delivery Point during the relevant period.

5 ARTICLE 5 - ACCESS AND SPACE PROVISIONS

5.1 Adequate Space for Construction

The Customer shall provide the Service Provider, its employees, personnel, contractors and/or subcontractors adequate space on the Premises during the Construction Period including reasonable staging and lay down areas. Service provider shall execute work without disturbing the working/running business area of the SBI Premises and its officials.

5.2 Adequate Access to the Premises for the Service Provider.

The customer do hereby agree to grant to the service provider access over the premises and the site for the period of contract. The access to the first party would be subject to grant of necessary security clearance from the security agencies. The Service Provider shall be allowed to perform functions as may be necessary to fulfill its obligations under this Agreement, including inspection, repair, replacement, construction, installation, removal, alteration, expansion, or testing the System or its parts. Access right applicable to the Service Provider shall include the Service Provider's agents, contractors (including second-tier contractors), employees, representatives and assigns.

5.3 Access by the Customer to System

The parties acknowledge that the Customer will have access to the Site for maintenance of the Premises along with safety and security purposes. The customer shall take reasonable precautions so that the operation of the system is not disrupted, and the system is not damaged as a result of actions or inactions of the customer or his employees, agents, contractors, designates or invitees.

5.4 Prevention of Unauthorized Access.

The customer agrees to, at its expense, to maintain and secure the site from unauthorized trespass, apart from Service Provider's own representatives.

5.5 Storage Space

5.5.1 The customer shall provide the Service Provider with a covered storage space with locking facility at or in reasonable proximity to the Site for control room of the project. The Service Provider alone shall exercise control and supervision over the said storage space from the Effective Date until the Term of Agreement.

5.5.2 The Customer acknowledges that Service Provider's performance under this Agreement is dependent on the validity of the access to the site for the term of the agreement. The access shall be valid for the Term and shall be co-terminus with the Agreement.

6 ARTICLE 6: CONSTRUCTION, DEVELOPMENT AND MAINTENANCE

6.1 Construction of System (s):

6.1.1 The Service Provider shall solely at its own cost cause the Project to be designed, installed, engineered, erected, tested and commissioned, operated, maintained and constructed substantially in accordance with the technical specifications as per State Bank of India/ SBIIMSPL, Amaravati Local Head Office, Hyderabad guidelines, in a good and workman like manner and in accordance with all applicable Laws and regulations. The Service Provider shall provide and lay the dedicated electrical wires/ cables for transmission of the solar power can be generated at low voltage levels.

6.1.2 The Metering Systems shall be installed at the various 415 V Distributions Panels, should be as per BIS Standards.

6.1.3 Unless otherwise agreed between the Parties, the Service Provider shall not directly

or indirectly,
(a) undertake chipping of the rooftop
(b) disturb the waterproofing of the roof
(c) carry out any other modification of the Premises,
without the consent of the Customer.

6.1.4 The Service Provider shall maintain general cleanliness of area around the Project during construction, operation and maintenance period of the Project. In case any damage is caused to the equipment/facilities owned by the Customer due to any act or omission of the Service Provider, the same shall be made good/rectified by the Service Provider at its own cost.

6.1.5 If required by the customer, the service provider shall, within thirty (30) days of the Effective Date, submit to the Customer, drawings of the Project for approval. If the Customer has any objection/recommendation in the drawings, he shall communicate the same to the Service Provider within a period of fifteen (15) Business Days of the date of submission of such drawings. The drawings will be deemed to have been accepted if no response is received from the Customer within fifteen (15) Business Days from the date of receipt of drawings from the Service Provider. Any delay will extend the Commercial Operation Date of the Project. In any case, the approval of the drawings shall not be unreasonably withheld by the Customer.

6.1.6 Subject to any punch-list items which shall be mutually agreed by the Customer and the Service Provider as not being material to completion of the Project and compliance by the Customer of the provisions of this Agreement, the Service Provider agrees that it shall commission the Project within 3 month (s) from the Effective Date. The completion of punch list items however will not hamper the generation or injection of Solar Generated Electrical Power. The completion date can be increased or decreased based on mutual consent between both parties. The Customer shall ensure that sufficient load is available at the Delivery Point to ensure the synchronization and drawl of Solar Power from the System.

6.1.7 It is Service providers responsibility to ensure that all arrangements and infrastructure including Net metering for receiving Solar Power beyond the Delivery Point ("Customer's Installation") are ready on or prior to the Commercial Operation Date. Customer shall arrange all the required support from their end. Beyond the Delivery Point, the Customer shall maintain the equipment for the entire term of the agreement.

6.1.8 The Service Provider shall have the right to inspect the area of his operation, with prior intimation (except in emergencies), and seek information about Customer's Installation for the purpose of ensuring safety and compliance during supply of Solar Power. The Customer shall inform the Service Provider about any alterations and/or extensions in such customer's Installation before carrying out the same and keep the Service Provider informed of such alterations/modifications.

6.2 Location of System

The System will be located on the Site of the Customer premises / parking shed or of State Bank of India, _____ Branch as specified in the approved drawing.

6.3 Construction Contractors

6.3.1 The Service Provider may hire qualified contractors to design, build, install, construct, service and test the System. The Service Provider shall have the right to enter into contracts with suppliers, contractors, subcontractors, installers and equipment providers at its discretion to perform its obligations under this Agreement.

6.3.2 Testing Period Output. Upon notice from the Service Provider to the Customer during the

Construction Period, the Service Provider or its contractors may test the System and charge for all Output delivered to the Customer during the testing period provided metering / recording of power is well in place.

6.4 Approvals and Permits

Each of the Parties shall assist and reasonably cooperate with the other Party, including signing all the documents prepared by the other Party, for obtaining all necessary Government Approvals, third party approvals and permits including but not limited here to.

6.5 Maintenance and Cleaning:

6.5.1 The Service Provider shall at all times during the Term of this agreement maintain the System in the efficient condition which would include proper cleaning of PV modules. The customer agrees to, at his expense, to provide adequate raw/potable/government supply water at the Site itself, for cleaning of PV modules on a monthly or as required basis during the Term of this Agreement.

6.5.2 If, in the reasonable opinion of either Party, the condition or manner of operation of the PV System constitutes an Emergency, the Service Provider shall be entitled to de-energize and isolate. The Service Provider shall re-energize as quickly as practicable after the circumstances leading to any de-energization have ceased to exist.

7 ARTICLE 7: GENERAL OBLIGATIONS OF THE CUSTOMER

During the term of the Agreement, the Customer shall:

- 7.1** At its own cost and expense undertake, comply with and perform all its obligations set out in the Agreement.
- 7.2** Provide all reasonable assistance necessary to the Service Provider during the entire Term of Agreement so that the Service Provider may perform its obligations without any hindrance;
- 7.3** Make timely payments to the Service Provider in the manner and in accordance with the terms and conditions set out in the Agreement.
- 7.4** The customer has to Provide the sufficient Space for Solar panel Installation.

8 ARTICLE 8: INSURANCES

8.1 Service Provider's Insurance

8.1.1 The Service Provider shall be reasonable and take an insurance policy for transit- cum-storage-cum-erection for all the materials to cover all risks and liabilities for supply of materials on site basis, storage of materials at site, erection, testing and commissioning. The Service Provider shall also take appropriate insurance during O & M period, if required.

8.1.2 The Service provider shall also take insurance of third-party liability covering loss of human life, engineers and workmen and also covering the risks of damage to the third party/ material/ equipment/ properties during execution of the contract. Before commencement of work, the Service Provider will ensure that all its employees/ sub-contractors employees and representatives are covered by suitable insurance, against any damage loss injury or death arising out of the execution of the work or in carrying out the contract and statutory compliance EPF/ESI and other labour laws.

8.2 Customer's obligation towards security

The Customer shall be responsible for the security of the system. The customer shall regulate the entry to the site through a lock and key arrangement to the site of the project installation, the customer shall also maintain a log of the personnel accessing the site.

8.3 Contractor's obligation towards security.

The Contractor shall be responsible for submit Bank Guarantee and Performance guarantee to State

Bank of India, Amaravati Local Head Office, Hyderabad as per the Tender Document.

9 ARTICLE 9: METERING, BILLING AND PAYMENT

9.1 Installation of Metering System:

9.1.1 The Service Provider shall install the Metering System at the Delivery Point to measure the amount of Solar Power delivered by the System to the Customer. The Metering System shall comply fully with the requirements of the relevant standards and the applicable laws and shall be tested and sealed by a mutually agreed third party testing agency, at the Service Provider's expense. The Service Provider shall provide a copy of the test report & calibration report to the Customer.

9.1.2 The Metering System shall be retested and resealed after every 12 months from the date of last testing by the Service Provider, from the mutually agreed third party testing agency, at Service Provider's expense. The report shall be provided to the Customer.

9.1.3 The Customer may, at his own discretion, install a check meter, at his cost, to verify the measurements of the Metering System.

9.2 Meter Reading:

The Meter Reading System shall be read by the Service Provider's personnel on the Metering Date in the Presence of the authorized representative from the Customer, if such representative is present at the time of the reading. The Service Provider's personnel and the authorized representative from the Customer shall prepare and sign a joint meter reading report, certifying the Solar Power injected by the Service Provider and metered at the Delivery Point during any month ("Joint Meter Reading Report"). The Parties agree that the Joint Meter Report shall be final and binding on the Parties. The billable units shall be equal to the difference between the meter reading on the Metering Date and the meter reading on the previous months Metering Date.

9.3 Tariff:

9.3.1 The Tariff at which the Customer shall purchase the Output from the Service Provider will be as per State Bank of India, Amaravati Local Head Office, Hyderabad approved rate yearly tariff as shown in Annexure -1 (Unit Price) (exclusive of all Taxes, duties and levies). This is equivalent to SBI approved fixed Tariff of Rs._____ per KWh.) (inclusive of all Taxes, duties and levies) except GST.

9.3.2 Any new benefits, incentive or relaxation declared or provided by any government, non-government or any other authority to the Service Provider, after the Effective Date/ COD, shall be to the credit of the Customer and the Service Provider shall not claim the same at any time. However, the Service Provider will have the right to avail/ transfer the accelerated depreciation, income tax benefits, investment allowance benefits and all other benefits arising from or accruing on account of generation of Solar Power as may be available under applicable laws.

9.4 Billing and Terms of Payment

9.4.1 The customer will be charged on a monthly basis, an amount that is equal to the Unit Price, multiplied by

(a) the monthly output from the System as per joint Meter Reading Report ("Metered Generation") and/or

(b) Deemed Generation as per clause 4.2.

The monthly invoice will be raised by the Service Provider on the Customer for the Metered Generation and/or Deemed Generation supplied by it in the immediately preceding calendar month, or part thereof, within a period of five (5) days from the end of each calendar month ("**Monthly Invoice**").

9.4.2 Each monthly Invoice shall state the Tariff and Taxes payable by the Purchaser calculated

with reference to the Metered Generation and/or Deemed Generation.

9.4.3 The Customer shall make payment of the Monthly Invoice within fifteen (15) Business days from the receipt of the Monthly Invoice from the Service Provider ("Due Date").

9.4.4 The Customer shall make payment of the Monthly Invoice to the bank account of the Service Provider as shall be specified in the Monthly Invoice through electronic funds transfer/RTGS only.

9.5 Faulty Meter

In case of a faulty meter, Deemed Generation shall be considered. Meanwhile, the Service Provider, shall repair or replace the faulty meter, as quickly as practically possible, or inform the Customer of expected days to repair/replace.

9.6 Tampering or interface with Metering System

If the Service Provider finds that the

- i. Metering System (or any component thereof) is tampered or interfered with except in case of emergency, or
- ii. its working defeated or
- iii. any Output is consumed by the Customer by by-passing the Metering System or
- iv. there is a reasonable suspicion of theft of Output by the Customer or
- v. the Service Provider is not allowed access to the Metering System by the Customer in terms of this Agreement, the same shall be considered as a breach of this Agreement.

Tampering or interface with metering system any breach of agreement is reported, the same may be referred to Adjudication.

9.7 Emergency breaking of seals in Metering System

In case of any emergency, which warrants breaking of seals by the Service Provider, the same shall be intimated to the Customer immediately.

9.8 Taxes

In the event that any state or local Taxes, duties or levies are levied or assessed against the generation, sale or delivery of Output, the Customer shall bear and pay such amounts.

9.9 Contest Rights

9.9.1 In case the Customer does not dispute a Monthly Invoice raised by the Service Provider as provided in Article 9.4, such Monthly Invoice shall be taken as conclusive.

9.9.2 In case the Customer disputes the amount payable under a Monthly Invoice it shall pay the undisputed amount on or prior to the Due Date and shall within seven (7) business days of receiving the Monthly Invoice, issue a notice (the "Bill Dispute Notice") to the Service Provider setting out:

- a) The details of the disputed amount
- b) Its estimate of what the correct amount should be; and
- c) All written material in support of its claim.

9.9.3 If the Service Provider agrees to the claim raised in Bill Dispute Notice issued pursuant to Article 9.9.2, the Service Provider shall revise such Monthly Invoice.

9.9.4 If the Service Provider does not agree to the claim raised in the Bill Dispute Notice

issued pursuant to Article 9.9.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (the "Bill Disagreement Notice") to the Customer providing:

- a) Reasons for its disagreement
- b) Its estimate of what the correct amount should be; and
- c) All written material in support of its counter claim.

9.9.5 If the customer agrees to the counter claim in Bill Disagreement Notice, it shall make the remaining payment with the interest at the same rate as Late Payment Surcharge, which shall be applied from the Due date of the disputed Monthly Invoice and up to and including the date on which such payment has been received by the Service Provider.

9.9.6 If the Customer does not agree to the counter claim by the Service Provider under the Bill Disagreement Notice, then the dispute shall be resolved as per "Dispute Resolution" under Article 17.2 and if required, under Article 17.3.

9.9.7 Not with standing anything else in the Agreement, the Service Provider reserves its right to suspend its obligations under the Agreement and remove the system from the Premises of the Customers in case of non-payment of Monthly Invoices and continuation of dispute resolution for a period of more than **three (3) Months**.

9.10 Appropriation of payments.

9.10.1 Any payment received by the Service Provider from the customer shall be appropriated in the following order of priority:

9.10.2 First, towards outstanding Monthly Invoice amount, if any, the longest outstanding being settled first; and

9.10.3 Secondly, towards the then current monthly invoice.

9.11 Change in Law:

The term "Change in Law" shall mean the occurrence of any of the following events after the Effective Date, resulting into any change of liability on the Service Provider.

9.11.1 The enactment, coming in to effect, adoption, promulgation, amendment, modified or repeal (without re-enactment or consolidation) in India, or any Law, including rules and regulations framed pursuant to such Law; or

9.11.2 A change in the interpretation of any Law by any Government Authority having the legal power to interpret or apply such Law or any competent court; or

9.11.3 The imposition of a requirement for obtaining any Government Approvals which was not required earlier; or

9.11.4 A change in the terms and conditions prescribed for obtaining any Government Approvals or the inclusion of any new terms or conditions for obtaining such Government Approvals; or

9.11.5 Introduction of any Tax or any Tax being made applicable for generation or sale/supply of Solar Power by the Service Provider as per the terms of this Agreement.

9.11.6 Change in the rate of any existing Tax, duty or levies.

The Customer and Service Provider shall mutually bear exclusively the effect of such change in law, subject to the related part thereof.

9.12 Adjustment in Payment on account of Change in Law:

Subject to provisions mentioned above, the adjustment in payment of Tariff and the Monthly Bill shall be effective from the first Metering Date after the date from which the Change in Law becomes applicable.

10 ARTICLE 10: OWNERSHIP OF THE PROJECT.

Except as provided in Article 13, the Service Provider shall be the legal and beneficial owner of the Project throughout the Term and the System shall remain the property of the Service Provider and shall not attach to or be deemed a part of, or fixture to the Premises.

11 ARTICLE 11: LOSS AND DAMAGE TO THE PV SYSTEM

11.1 The Service provider shall bear the risk of any damage or loss to the PV System (except for damage or loss caused due to or arising out of any act or omission or misconduct/ negligence of the Customer or any of his employees, agents, contractors, designates or invitees and acts of God).

11.2 In case of any loss or damage to the PV System (except for damage or loss caused due to or arising out of any act or omission or misconduct/ negligence of the Customer or any of his employees, agents, contractors, designates or invitees and acts of God) that does not result in total damage of the PV System, the Service Provider, at his own cost, shall repair or replace the PV System within a reasonable period of time. The Service Provider shall inform the Customer of time required to repair the PV system.

11.3 In case of any loss or damage to the PV System (except for damage or loss caused due to or arising out of any act or omission or misconduct/negligence of the Customer or any of his employees, agents, contractors, designates or invitees) that, results in total damage of the PV System, the Service Provider shall, within twenty (20) days of such loss or damage, notify the Customer, whether the Service Provider is willing to repair or replace the PV System or not. In case the Service Provider is not willing to repair or replace the PV System, this Agreement will terminate automatically effective from the receipt of such notice of termination & subsequently forfeit Performance Guarantee. The Service Provider shall be entitled to all Insurance proceeds with respect to the PV System, provided however, insurance proceeds paid on account of damage to the Premises shall be paid to the Customer, Service Provider shall be entitled to take away the PV System from the Site in the then existing condition, without affecting or damaging customers properties.

11.4 In case of damage or loss to the PV System is attributable to any act or omission or misconduct/negligence of the Customer or any of his employees, agents, contractors, designates or invitees, the Service Provider, at the cost of the customer, shall repair or replace the PV System. The Service Provider shall provide the assessment of cost involved in repair or replacement to the Customer within three (3) Business days following the loss or damage to the PV System. The customer shall pay the required amount within Fifteen (15) Business days and the Service Provider must repair or replace the PV System within time.

11.5 The time period allowed to the service provider to repair or replace the faulty/ damaged PV System will be determined by a Severity Level. When damage occurs due to the fault of customer, both the parties will jointly assess the damage and determine the severity as per the severity clause, based on which time will be given to the service provider to either repair or replace the system.

12 ARTICLE 12: INTERRUPTION OF SERVICE

The Service Provider shall produce Solar Power Supply with minimum of 75% Performance Ratio and 15% Capacity Utilization factor of installed _____ Kwp. In the below mentioned cases, relaxation permitted subject to the terms & conditions as Article 12.3.

12.1 Power Supply Interruptions

The Parties acknowledge and understand that the System is an intermittent generation facility and

will not provide the Customer with an uninterrupted supply of Output. The Service Provider shall not be liable for any damages or Losses caused, directly or indirectly, by or resulting from or arising out of any interruption in the provision of the Output during the Term for any reason whatsoever, nor shall the Service Provider be responsible for the cost of alternative supplies of electricity during any interruption. Subject to the terms of this Agreement including provisions contained in Articles 11 and 14, if delivery of Output from the System is interrupted the Service Provider will use Prudent Utility Practice to restore Output in a timely manner, **if the interruption is not intentional**.

12.2 Obstructions

The customer shall not install or permit to be installed on the Premises or the Site (or any other property owned or controlled by the Customer) any physical obstruction including to sun light falling on all PV modules forming part of Project that has or could reasonably be expected to have the effect of reducing Output.

12.3 Service Provider's Interruption of Output

Notwithstanding anything to the contrary herein, the Service Provider shall have the right to interrupt, reduce or discontinue the delivery of Output for purposes of inspection, maintenance, repair, replacement, construction, installation, removal or alteration of the equipment used for the production or delivery of Output, or at the direction of authorized Governmental Authorities or electric utilities. Other than in the event of unexpected interruptions or in the event of an Emergency or as required by authorized Governmental Authorities or electric utilities, the Service Provider shall give the notice to customer at least seven **(7) Business Days** prior to an interruption of Output deliveries and an estimate of the expected duration of the interruption.

13 ARTICLE 13: PURCHASE OPTIONS

13.1 Purchase Option

The customer can exercise the purchase option of the PV Solar System under following scenarios.

13.1.1

- (a) If the Customer terminate the power purchase agreement before the end of 25 years PPA tenure.
- (b) Within the period of Contract O&M period (25 years) and with **minimum of 10 years** uninterrupted operation of system, SBI solely has rights to transfer the ownership/ purchase the Solar plant of such location with the market analyzed rates/ salvage value. In such case, the Bidder/ RESCO cannot coerce SBI to do so or not.
- (c) If the Power plant is shifted/ relocated owing to the building/ Roof Top where the system is installed is demolished/ reconstructed/ changed.

13.1.2 The Customer shall have the option to purchase the System by providing notice of at least ninety (90 days) in advance.

13.1.3 Till the Customer elects not to exercise a Purchase Option, the Customer shall remain bound by all terms and conditions of the Agreement, and to the Early Termination provision.

13.1.4 Upon exercising the Purchase Option, the customer shall pay the Service Provider, through electronic funds transfer/ cheque, a computed amount as per cost assessment made and recommended by the appropriate agencies in accordance with market value.

13.1.5 Upon the Customer's payment for the System, the Service Provider shall

handover the System, including all components thereof and operation manuals, to the Customer.

13.2 Transfer to the Customer

After the termination of PPA term the Solar System shall be transferred to the Power Purchaser free of cost. Upon transfer of ownership of the System to the Customer, the Service Provider shall have no further obligation with respect to the performance installation, operation or maintenance of any part or component of the System unless otherwise agreed to in writing between the Parties. Along with such transfer, the Service Provider also agrees to assign to the Customer, any applicable manufacturer's' warranties provided on the system and any agreement for the operation and maintenance of the System, as may be existing at the time of such transfer.

14 ARTICLE 14: FORCE MAJEURE

14.1 Neither the Service Provider nor the Customer shall be considered to be in default in the performance of his obligations under this Agreement to the extent that performance of any such obligation is prevented or delayed by a Force Majeure Event, which shall be defined as follows:

14.2 Force Majeure

Force Majeure Events means any unforeseen or unanticipated act, event, cause or condition that:

14.2.1 Wholly or partly prevents or delays a Party from performing his obligations under the Agreement, and

14.2.2 Is beyond the affected Party's reasonable control,

14.2.3 Except that no act, event, cause or condition shall be considered to be an event of Force Majeure if and to the extent the party seeking to invoke Force Majeure has caused or contributed to the applicable act, event, cause or condition by his act, fault or negligence.

Force Majeure Event shall include without limitation the following acts or events

- (i) natural phenomena, such as storms, hurricanes, flood, lightning, volcanic eruptions and earthquakes;
- (ii) explosions or fire arising from lightening or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance
- (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion, acts of wild animals.

A force Majeure event shall not be based on the economic hardship of either Party.

14.3 If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure Event, such Party shall within **Five (5) Business Days** of the occurrence of same provide written notice to the other Party of the circumstances preventing or delaying performance and the expected duration for which performance is expected to be so affected thereof. The Party affected by a Force Majeure Event shall resume performance of its obligations as soon as reasonably practicable, keeping the cost of Force Majeure as low as possible. Repair or replacement of any loss or damage caused to the PV System due to any Force Majeure Event shall be carried out by the Service Provider at his own cost. Neither Party may use his claim of Force Majeure Event as an excuse for failure to make payments of amount owed to the other Party hereunder.

14.4 Result of Force Majeure:

The non-affected Party shall be entitled to terminate this Agreement upon **thirty (30) days** prior

written notice to the affected Party if any Force Majeure Event affecting the other Party has been in existence and has caused a complete shut-down of the System for a period of one hundred eighty (180) consecutive days or longer, unless such Force Majeure Event ceases prior to the expiration of such thirty (30) days period. Following such termination, the Service Provider shall remove the System from the Site within sixty (60) days after such termination.

15 ARTICLE 15: DEFAULT AND TERMINATION

15.1 The occurrence of any of the following events unless any such event occurs as a result of a Force Majeure Event shall be an "Event of Default" with respect to the applicable Party under this Agreement.

15.1.1 Service Provider Failure to Perform

With respect to the Service Provider, following the Commercial Operation Date, if the Service Provider fails to provide any Output for a period of at least thirty (30) consecutive days during the Term ("Non-Delivery Period") ; provided that non- operation of the System for the duration of a Force Majeure Event, as defined in Article 14, or for any period during which the Customer is in default hereunder or otherwise cannot accept delivery of Output (for any reason) shall not be used in calculating the Non-Delivery Period.

15.1.2 Customer Failure

The Customer fails to pay any Monthly Invoice on the Due Date, and such failure continues for a period of thirty (30) Business Days after being duly notified in writing by the Service Provider.

a) Failure or default by the Customer to provide the Service Provider free, continuous, unencumbered, unhindered and unrestricted access to the Premises and Site.

b) Revocation or cancellation or impairment of any Government Approvals, license, or permit obtained by the Customer which has a material adverse effect on the Project.

15.1.3 Bankruptcy

A Party (a) voluntarily or involuntarily files or has filed against it a winding up or bankruptcy or other similar petition seeking any composition, liquidation or similar relief under any applicable Law, and which petition remains un-dismissed or un- stayed for a period of ninety (90) days or entry of a decree or order of a court having jurisdiction, for the appointment of a receiver, custodian, liquidator of the Party or of all or any substantial part of its property or for the winding up or liquidation of its affairs and the continuation of such decree or order in force, as undercharged or un- stayed, for a period of ninety (90) days, (b) enters into an transfer or assignment of his assets or undertakings for the benefits of his creditors; or (c) otherwise is unable to pay his debts as they become due.

15.1.4 Breach

Failure of either Party to perform any material covenants, obligations, representations and warranties set forth in this Agreement, despite being duly notified in writing by the other party to remedy the breach.

15.1.5 Misrepresentation

Any intentional and material misrepresentation made by a Party to this Agreement of or concerning any term contained in this Agreement or any warranty herein.

15.1.6 Opportunity to Cure

Within seven (7) business days of occurrence of an Event of Default, the Party claiming default shall send a written notice to the other Party, specifying in reasonable detail the provision pursuant to which the alleged default has occurred. The party accused of default shall have thirty (30) days from the date of receipt of the notice to cure the default or such other period as mutually agreed between the Parties ("Cure Period"). In the event that the defaulting party fails to cure the default within the Cure Period, the non-defaulting party shall be entitled to send a notice of termination of

this Agreement to the defaulting party and shall be entitled to pursue any and all remedies available in Law or in equity or under the Agreement. Unless otherwise agreed to between the Parties, any of the events specified in Article 15.1.3 shall constitute an immediate Event of Default and the non-defaulting Party shall be entitled to terminate the Agreement by issuing a written notice to the defaulting Party without providing an opportunity to the defaulting Party to cure such default.

15.2 Termination of the Agreement for Default

15.2.1 Event of Default by the Customer

If there has occurred an Event of Default by the Customer as pursuant to Article 15.1.2 of this Agreement,

- (a) the Service Provider shall, in addition to any legal and equitable rights and remedies, have the right to terminate this Agreement in accordance with Article 15.2 and remove the System from the Premises at their own expense, and
- (b) the Customer shall pay all other amounts due and payable to the Service Provider under this Agreement as of the termination date, which amounts shall be due and payable to the service provider within Fifteen (15) Business Days from the date of termination.

At all times following an Event of Default by the Customer until the termination of this Agreement as provided in Article 15.2, the Service Provider shall have the right, but not the obligation, to deliver the solar Power to the Customer and the Customer shall be obligated to receive and pay for such solar Power in accordance with this Agreement.

15.2.2 Event of Default by the Service Provider

If there has occurred an Event of Default by the Service Provider pursuant to Article of this Agreement, the Customer shall, in addition to any legal and equitable rights and remedies, have the right to terminate this Agreement in accordance with Article 15.2. Following such termination,

- a) The Service provider shall remove the System from the Site within one hundred twenty (120) days after such termination, and shall, subject to natural wear and tear, make promptly any repairs necessary to repair any damage to the Premises caused by the removal of the System by the Service Provider and not attributable to the acts or omission of the Customer, and
- b) the Customer shall pay to the Service Provider, by delivery of through electronic funds transfer/ RTGS, all amounts due and payable to the Service Provider under this Agreement up to the termination date, which amounts shall be due and payable to the Service Provider within Fifteen (15) Business Days from the date of termination.
- c) The Performance guarantee shall be forfeited by the customer, subject to the terms and conditions of the agreement.

15.3 Reservation of Rights

Neither termination of this Agreement nor the exercise of any other rights or remedies pursuant to Article 15 shall be a waiver of the non-defaulting Party's right to pursue any other remedy in this Agreement or available in Law or in equity or otherwise.

15.4 Termination Payment

15.4.1 Upon early termination of this Agreement in accordance with Article 15.2.1, being termination upon an event of default attributable to the customer, the Customer shall pay to the Service provider at the time of delivery of the notice of termination, through electronic funds transfer/ Cheque, the Early Termination Payment amount calculated pursuant to Article 15.4.2.

15.4.2 For purposes hereof, the "Early Termination Payment" shall be an amount computed

and recommended by the appropriate agencies in accordance with market value and the customer shall pay the Service Provider, through electronic funds transfer/ cheque as per cost assessment made.

15.5 Substitute Solar Energy Agreement.

At any point of time during the Term, if the customer, directly or indirectly or voluntarily or involuntarily, intends to discontinue its occupation and/ or ownership of the Premises, the customer shall be obligated to purchase the System as set forth in Article 13 prior to the discontinuance of its occupation and/or ownership of the Premises, unless this Agreement is assigned to the successor occupant/ owner of the Premises with the prior written consent of the Service Providers such that the successor occupant steps into the shoes of the Customer under the Agreement and agrees to abide by all the terms and conditions applicable to the Customer under this Agreement including purchase of Output from and payment of Tariff to the Service Provider.

16 Article 16: LIABILITY AND INDEMNIFICATION

16.1 Customer's Liability:

In the event of any loss or damage to the System, directly or indirectly, as a result of any act or omission attributable to the Customer, its employees, agents, contractors, second-tier contractors, designates or invitees or the failure of the Customer to reasonably protect the System from trespass or other unauthorized access as provided herein, the Customer shall pay to the Service Provider all losses, costs and expenses incurred or suffered by the Service Provider as a result of such loss or damage to the System and subject to clause 11.5. The time allotted for replacement and rectification of the system shall be governed by a Severity Level.

16.2 Service Provider Liability:

The service Provider agrees to pay the Customer, reasonable costs and expenses relating to any repairs or loss of the Premises or the Site or the Customer's property on the Premises or the Site, to the extent such repairs or loss has resulted from the action or inaction of the Service Provider or any of his contractors, second-tier contractors, agents, employees, and not attributable to the acts or omission of the Customer.

16.3 Disruption in Delivery

In the event that the System is capable of generating and delivering output to Customer, but the Customer does not accept delivery of such Output (except for a Force Majeure Event), the Customer agrees to pay the Service Provider for the Deemed Generation, not delivered.

16.4 Mutual General Indemnity

The Parties assure each other that the representations made herein are true and correct. Either Party undertakes to indemnify the other for any loss or damage which the other Party may incur on account of incorrect or false representations or averments. Either Party undertakes to indemnify the other for any loss or damage which the other party may sustain due to negligent or intentional acts or omissions of the Indemnifying Party or its failure to comply with the provisions of this Agreement.

16.5 Limitation of Liability

Except as provided under the Agreement, neither Party nor its directors, officers, shareholders, partners, members, agents, employees, subcontractors or suppliers shall be liable for any loss of revenue, loss of profit, loss of opportunities, loss of use, loss of production, loss of contracts or for any other financial or economic loss whatsoever nor for any indirect or consequential loss of any kind arising out of their performance or non- performance hereunder and under the law of torts, except those arising from any fraud, intentional or willful misconduct or illegal or unlawful acts on

its part.

17 [ARTICLE 17: DISPUTE RESOLUTION](#)

17.1 Governing Law:

This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in AP.

17.2 Amicable Settlement and Dispute Resolution:

17.2.1 Either party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement or the breach, termination or invalidity of the Agreement hereof ("Dispute") by giving a written notice (the "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 his claim.

17.2.2 The other Party shall, within [thirty \(30\) days](#) of receipt of Dispute Notice issued under Article 17.2.1, furnish:

- (a) Counter-claim and defenses, if any, regarding the Dispute; and
- (b) All written material in support of his defenses and counter claim.

17.2.3 Both the Parties shall attempt in the first instance to amicably settle the Dispute by mutual discussions between the Parties within [thirty \(30\) days](#)

(i) from the date of receipts of counter claims or defense by the other Party as per Article 17.2.2 or

(ii) from receipt of Dispute Notice by any Party pursuant to Article 17.2.1 if other the party does not furnish any counter claim or defense in accordance with the provisions of Article 17.2.2.

If the Parties fail to resolve the Dispute amicably as above, the Dispute shall be referred for dispute resolution in accordance with Article 17.3.

17.3 Dispute Resolution

17.3.1 Dispute Resolution by the Arbitration

If both the Parties are not able to resolve the Dispute amicably in accordance with Article 17.2, such Dispute shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996:

17.3.1.1.

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same, whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the Assistant General Manager (Premises & Estate) / Dy. General Manager (Premises) and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Assistant General Manager (Premises & Estate) / Dy. General Manager (Premises) in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Assistant General Manager (Premises & Estate) / Dy. General Manager (Premises) in writing in the manner and within the time aforesaid.
- ii) The Assistant General Manager (Premises & Estate) / Dy. General Manager (Premises) shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Assistant General Manager (Premises & Estate) / Dy. General Manager (Premises) submit his claims to the conciliating authority namely the Circle Development Officer / General Manager (Corporate Services) for conciliation along with all details and copies of correspondence exchanged between him and the Assistant General Manager (Premises & Estate) / Dy. General Manager (Premises).
- iii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager / Dy. Managing Director & Corporate Development Officer of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager / Dy. Managing Director & Corporate Development Officer. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager / Dy. Managing Director & Corporate Development Officer. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator. It is also a term of this contract that no person other than a person appointed by such Chief General Manager aforesaid should act as arbitrator. The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under. It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer.
- v) It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what

manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

17.3.1.2

The provisions of this Article shall survive even after the termination of this Agreement for any reason whatsoever.

17.4 Parties to Perform Obligations

Notwithstanding the existence of any Dispute and difference referred to the Arbitration as provided in Article 17.3 and save as the Arbitrator may otherwise direct by a final or interim award, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement throughout the Term of the Agreement and the Customer shall make the payments against the Monthly Invoices, other than those invoices under disputes.

18 ARTICLE 18: MISCELLANEOUS PROVISIONS

18.1 Representations and Warranties

Each Party represents and warrants to the other Party as of the Effective Date as follows:

18.1.1 The customer is a Public Sector Corporation and the service provider is a corporation duly organized and validly existing in the jurisdiction of his incorporation and is duly qualified to do business in all places where it is conducting his business, they have full power and authority to execute and deliver this Agreement.

18.1.2 This Agreement has been duly authorized executed and delivered on their behalf by a duly authorized officer; and Constitutes their legal, valid and binding obligation enforceable against them in accordance with Companies Act 1956.

18.1.3 The execution, delivery and performance of this Agreement does not and will not

- (a) except as provided in this Agreement, require any consent or approval of any person which has not been obtained;
- (b) violate the provisions of any Law, regulation or order of any Governmental Authority applicable to it, or the terms of any Government Approvals required for the Project that has been obtained by such Party; or
- (c) contravene its charter documents, resolutions or other organizational documents, or any other Agreement, lease or instrument to which it is a Party or by which it may be bound.

18.1.4 There is no lawsuit, arbitration, or legal, administrative or other proceeding or governmental investigation pending or, to the best of the knowledge of such Party, threatened against it with respect to the subject matter of this Agreement or that would affect in any way its ability to enter into or perform its obligations under this Agreement.

18.1.5 It has not received any written notice of any order being made, petition presented, resolution passed or meeting convened for its winding up (or other process whereby its business is terminated or its assets are distributed amongst the creditors or shareholders or other contributors) or for an administration order against it and there are no proceedings that it has received a written notice under any applicable insolvency, reorganization or similar applicable Laws concerning it.

18.1.6 All the representations, warranties, other statements made, or information provided by it to the other Party under this Agreement are true, accurate, complete and not misleading as on the date of this Agreement and shall remain so through the Term of this Agreement.

18.2 Cumulative Rights

The rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies provided by Law or equity.

18.3 Amendment

This Agreement may only be amended or supplemented by a written agreement between the Parties.

18.4 Entire Agreement

The Agreement constitutes the entire agreement between the Parties relating to the subject matter of the Agreement and shall supersede all other prior understandings or agreements, both written and oral, between the Parties relating to the subject matter of the Agreement.

18.5 Third Party Beneficiaries/Assignment

18.5.1 This Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement.

18.5.2 This Agreement shall not be assigned by any Party other than by mutual consent between the Parties to be evidenced in writing. Such consent shall also be required if the Service Provider seeks to transfer to any Affiliate all of its rights and obligations under this Agreement.

18.5.3 Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included in this Agreement.

18.6 No Party Deemed Drafter

The Parties agree that no Party shall be deemed to be the drafter of this Agreement and that in the event this Agreement is ever construed by arbitrator or by a Court of Law, no inference shall be drawn against either Party on account of this Agreement or any provision hereof being drafted by them.

18.7 No Agency

This Agreement is not intended and shall not be construed to create any association joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any Agreement or undertaking for or act as or be an agent or representative of, or otherwise bind, the other Party. Each Party assumes full responsibility for the acts and omissions of its employees and agents.

18.8 Waiver

18.8.1 No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless it is in writing duly executed by an authorized representative of such Party.

18.8.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

18.9 Counterparts

The Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

18.10 Costs

Except as otherwise provided in the Agreement, each Party shall be responsible for its own costs, charges and expenses (including those of its affiliates) incurred in connection with the negotiation, preparation, entering into and completion of the Agreement and the consummation of the transactions contemplated herein. The stamp duty on this Agreement shall be paid by Service Provider.

18.11 Confidentiality

18.11.1 The Parties undertake to hold in confidence this Agreement and not to disclose to any third parties the terms and conditions of the transaction contemplated herein and all documents and other information, whether technical or commercial, relating to the design, financing, construction, ownership, operation or maintenance of the Project supplied to a Party by or on behalf of the other Party that is of a confidential nature or is designated as such ("Confidential Information") without the prior written consent of the other Party, except:

- a) To their professional advisors
- b) To their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or
- c) Disclosures required under Law.

18.11.2 The provisions of Paragraph 18.11.1 above shall not apply to any information.

- a) That is or becomes available to the public other than by breach of this Agreement.
- b) That is in or comes into the possession of the receiving party prior to the aforesaid publication or disclosure by the other Party and was or is not obtained under any obligation of confidentiality.
- c) That was or is obtained from a third Party who is free to divulge the same and was or is not obtained under any obligation of confidentiality; or
- d) That is required by Law or appropriate regulatory authorities to be disclosed, provided that the Party supplying the information is notified of any such requirement at least five (5) business days prior to such disclosure and the disclosure is limited to the maximum extent possible.

18.12 Severability

The invalidity or unenforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remaining portion of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

18.13 Liens

The Customer shall not directly or indirectly cause, create, incur, assume or suffer to exist any liens on or with respect to the System or any interest therein.

18.14 Notices

18.14.1 All Monthly Invoices, notices, requests, consents or other communications which are required to be given under this Agreement shall be in writing and in the English language. If any of the Agreements, correspondence, communications or documents are prepared in any language, other than English, the English translation of such Agreements, correspondence, communications or documents shall prevail in matters of interpretation.

18.14.2 All notices, request, consents or other communications which are required must be delivered personally or by registered post or facsimile or email or any other method duly

acknowledged by the recipient to the addresses below.

If delivered to the Service Provider.

Address: -----

Attention: ----

Email:

Fax No:

Telephone No:

If delivered to the Customer

Address:

Attention:

Email:

Fax No:

Telephone No:

All notices, requests, consents or communications given by facsimile shall be confirmed by sending a copy of the same in an envelope properly addressed to the appropriate Party for delivery by registered Post. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgment of the recipients unless the Party delivering the notice or communication can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice or communications despite efforts of the postal authorities.

Any Party may change the address and/or addresses (provided above) by a notice, of at least fifteen (15) days, to the other Party.

IN WITNESS WHEREOF the Parties have caused the Agreement to be executed through their duly authorized representatives as of the date and place set forth above.

For and on Behalf of State Bank of India,
Amaravati Local Head Office, Hyderabad
Name, Designation and Address Witness:

1.

2.

For and on behalf _____
Bidder/Service Provider

Name, Designation and Address Witness:

1.

2.

ANNEXURE-I

IMPLEMENTATION OF ROOF TOP SOLAR PV SYSTEM (OPEX MODEL)
TARIFF (PER UNIT KWh RATE) FOR

LOCATION: _____

S. No.	Year of Operation	Tariff (Rs/kWh)
1	1st Year	
2	2nd Year	
3	3rd Year	
4	4th Year	
5	5th Year	
6	6th Year	
7	7th Year	
8	8th Year	
9	9th Year	
10	10th Year	
11	11th Year	
12	12th Year	
13	13th Year	
14	14th Year	
15	15th Year	
16	16th Year	
17	17th Year	
18	18th Year	
19	19th Year	
20	20th Year	
21	21st Year	
22	22nd Year	
23	23rd Year	
24	24th Year	
25	25th Year	

Accepted, the tariffs mutually abide by the terms and conditions.

SERVICE PROVIDER

STATE BANK OF INDIA

.....
Signature of Attorney
(Name, designation and address)

.....
Signature of Authorized person
(Name, designation and address)

IN WITNESS WHEREOF the Parties have caused the Agreement to be executed through their duly authorized representatives as of the date and place set forth above.

1.

2.

ANNEXURE-II

BANK DETAILS

NAME OF THE BENEFICIARY:

PRINCIPAL PLACE OF BUSINESS & ADDRESS:

NAME OF THE BANK:

BANK ADDRESS:

BANK ACCOUNT NO:

TYPE OF BANK ACCOUNT – SB/ CA/ CC:

IFSC/ NEFT/ RTGS CODE:

MICR CODE:

PAN CARD NO:

PHONE NO./FAX NO. WITH STD CODE:

EMAIL ID OF CONTACT PERSON: