



RAJASTHAN RENEWABLE ENERGY CORPORATION LTD.

(A Government of Rajasthan Undertaking)

E-166, Yudhisthir Marg, C-Scheme, Jaipur Tel: 0141-2225859, 2229055, 2221650

Fax: 0141-2226028 E-mail : solar.rrec@gmail.com, website: www.rrecl.com

NOTICE INVITING TENDER NO. 16/2013-14

Invitation of Request for Proposal (RfP) for setting up of 50 Solar PV Power Plants, each of 1MW (AC) Capacity

RREC invites proposal for setting up of 50 Solar PV Power Plants, each of 1MW (AC) Capacity to be connected at 11kV level to 33/11kV Discom's Substation in Rajasthan under Rajasthan Solar Energy Policy, 2011 (RfP/PV1/RREC/5). RfP document can be downloaded w.e.f. 24.9.2013 from website www.eproc.rajasthan.gov.in or www.rrecl.com or www.sppp.raj.nic.in. For further details, please visit above websites. **Director (Technical)**

Request for Proposal (RfP)

For

Selection of 50 Solar PV Plants each of 1MW (AC)

to be connected on 11kV level at 33/11kV

Discom's Substation in Rajasthan

Under

Rajasthan Solar Energy Policy, 2011

RfP/PV1/RREC/5

ISSUED BY:

Rajasthan Renewable Energy Corporation Limited

E-166, Yudhisthir Marg, C-Scheme, Jaipur (Raj.) 302001
Tel: 0141-2221650 / 2229341/ 2229055 Fax: 0141-2226028
Email: rrec_jai@yahoo.co.in; solar.rrec@gmail.com

Date of Issue of RfP: 24.09.2013

Cost: Rs. 5000.00

RfP/PV1/RREC/5 Solar PV Plants

Request for Proposal (RfP/PV1/RREC/5) invited by RREC for selection of developers for setting up 50 projects each of 1MW (AC) Grid connected small Solar PV Plant to be connected on 11kV level at Discoms 33/11kV Substation in Rajasthan under Rajasthan Solar Energy Policy 2011 for sale of power to Rajasthan Renewable Energy Corporation Limited (Procurer).

NOTES:

1. Though adequate care has been taken while preparing the RfP Documents, the Bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within ten days from the date of issue of the bid documents, it shall be considered that the bid document is complete in all respect and has been accepted by the Bidder.
2. The Rajasthan Renewable Energy Corporation Limited (RREC) may modify, amend or supplement this RfP Document including PPA.
3. The selection of Bidders shall be carried out through e-procurement process. Proposal/Bids are to be submitted online in electronic format on website <http://eproc.rajasthan.gov.in> as per RfP document.
4. Please visit regularly our website <http://eproc.rajasthan.gov.in>., www.rrecl.com & www.sppp.raj.nic.in for latest up-date after issue of this RfP. All modification / amendment / clarification/ information etc. shall be available on the aforesaid website(s) only.
5. Correspondence at:-
The Chairman and Managing Director,
Rajasthan Renewable Energy Corporation Ltd.,
E-166, Yudhisthir Marg,
C-Scheme,
Jaipur (Raj.), 302001
Tel: 0141-2221650 / 2229341/ 2229055
Fax: 0141-2226028
Email: rrec_jai@yahoo.co.in solar.rrec@gmail.com

DISCLAIMER

1. This Request for Proposal RfP/PV1/RREC/5 document is not an agreement or offer by the RREC to the prospective Bidders or any other party. The purpose of this RfP is to provide interested parties with information to assist the formulation of their Bid. This RfP is based on material and information available in public domain.
2. While this RfP/PV1/RREC/5 has been prepared in good faith, neither the RREC (Procurer) nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfP, even if any loss or damage is caused by any act or omission on their part.

SECTION - 1

Introduction

1.1 Rajasthan Solar Energy Policy, 2011 has been issued by Government of Rajasthan vide Notification No. F. 20 (6) Energy /2010 dated 19.04.2011 for promoting the Solar energy in Rajasthan. As per clause 5.1.7(ii) of policy, the State will support setting up of 50 projects each of 1MW (AC) 11kV Grid connected small Solar Photo voltaic (PV) Plant for supply of power to Discoms of Rajasthan. As per directives of the Government of Rajasthan, RREC will select solar power producers for setting up of 50 projects each of 1MW (AC) 11kV Grid connected small Solar Photo voltaic (PV) Plant (total capacity 50MW). Selection of these Solar Power Projects shall be through tariff based competitive bidding process.

1.2 Rajasthan Renewable Energy Corporation Limited hereinafter referred to as “Procurer”, will directly purchase power generated from these selected 50 Projects each of 1MW Solar PV Plants.

1.3 RREC invites request for proposal from interested bidder or Bidding Consortium and/ or any Consortium Member thereof (“Bidders”) for Selection of developer(s) for setting up 50 projects each of 1MW (AC) 11kV Grid connected small Solar Photo voltaic (PV) Plants (total aggregate capacity of 50 MW) for supply of electricity for 25 years through competitive bidding process as per the directives of Government of Rajasthan vide letter dated 15.10.2012. The responsibility of the Successful Bidder(s) would be to supply power to the Procurer as per the terms and conditions of the PPA. The PPA will be signed between Procurer and Successful Bidder(s).

The Power Sale Agreement (PSA) shall be executed between Procurer and Discoms of Rajasthan. The draft of PSA is attached in Annexure -10.

1.4 Technology:

1.4.1 The Bidder is free to choose any Solar PV power generation technology viz Crystalline Silicon Solar Cell Modules / Thin Film Modules / Concentrated PV Modules/any Other Technology manufactured in India or Imported. Under this RfP, it is proposed to promote only established and operational technologies to minimize the technology risk and to achieve the commissioning of the projects in state. The bidder shall however submit within one month of the signing of the PPA, the technology selected for its Project and the land required to be allotted / converted considering the technology chosen by the bidder subject to maximum land allocable under clause 5.2.1 of this RfP.

1.4.2 Successful Bidder has to submit following details at the time of submission of documents of financial closure to RREC:-

- i) Order copy/agreement copy, with Technology Provider/ supplier for supply of modules, equipments for said technology.

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- ii) A certificate from the project/client situated anywhere in world that the technology supplied by the Manufacturer/Technology Provider is in successful operation.

1.5 **Tariff:**

PPA will be signed between Procurer and Successful Bidder(s). The Procurer shall pay to the Seller(s) the tariff discovered through the competitive bidding process for each Discom separately, which has been arrived at after discount in generic tariff (benchmark tariff, refer clause 3.7) declared by Rajasthan Electricity Regulatory Commission, as per the terms and conditions of the PPA enclosed at Annexure-9. The tariff shall be payable by the Procurer in Indian Rupees, as per provisions of the PPA enclosed at Annexure-9.

1.6 Issue of RfP: Issue and Submission of RfP and Selection of Bidders

- 1.6.1 Request for proposal No. RfP/PV1/RREC/5 is invited through e-tendering system for selection of bidders. Proposals are to be submitted online in electronic format on website <http://eproc.rajasthan.gov.in>. The details are as under:

A	RfP No.	RfP/PV1/RREC/5
B	Cost of RfP	Rs. 5000.00 (Five Thousand Only)
C	Processing Fee of RISL	Rs. 1000.00 (One Thousand Only)
D	Processing Fees of RREC	Rs. 10,000.00 (Ten Thousand / MW) Plus Service tax as applicable.
E	Earnest Money	Rs. 10 Lac /MW in the form of BG
F	Validity of Bid	Six months after the date of opening of RfP

1.6.2 **Time Schedule**

S.	Events	Date & Time	Location
(i)	Date of issue/ downloading of RfP	24.09.2013 (06:00 P.M.) to 26.10.2013 (11:00 A.M.)	http://eproc.rajasthan.gov.in ; http://rrecl.com ; http://sppp.raj.nic.in
(ii)	Last date & time of deposit (in Physical Form) of Cost of RfP, Processing Fee of RISL & RREC and Earnest Money Deposit in (Envelop-1); Bid Bond, if any (Envelop-2) & Envelop-3 containing (Envelop-1 & 2).	Up to 28.10.2013 (11:00 A.M.)	Chairman & M.D, RREC, E-166, Yudhisthir Marg, C- Scheme, Jaipur.
(iii)	Last date & time of submission of electronic bid (Cover-1, 2 & 3)	Up to 26.10.2013 (02:00 P.M.)	http://eproc.rajasthan.gov.in
(iv)	Opening of Non-financial Bid (Cover -1 & 2)	28.10.2013 (02:00 P.M.)	http://eproc.rajasthan.gov.in
(v)	Opening of Envelope 1 & 3	29.10.2013 (11:00 A.M.)	

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(vi)	Opening of Financial Bid (Cover -3)	30.12.2013 (01:00 P.M.)	http://eproc.rajasthan.gov.in
(vii)	Opening of Envelop-2	31.12.2013 (11:00 A.M.)	Chairman & M.D, RREC, E-166, Yudhisthir Marg, C- Scheme, Jaipur.
(viii)	Letter of Intent (LOI)	30.01.2014	
(ix)	Singing of PPA	28.02.2014	

NOTE:

1. The bidders are requested to submit their bids prior to last date of submission to avoid Non-submission of their bids up to prescribed date & time due to non-availability/hanging of website, at either ends, at last moment or any reason whatsoever. The last date of submission of bids will not be extended on such account.

Proposals are to be submitted online in electronic format on website www.eproc.rajasthan.gov.in as detailed hereunder. Documents to be submitted in physical form are also detailed hereunder:

2. The cost of RfP, processing fee of RREC, Earnest Money and e-tender processing fees of RISL, in Envelope-1, is to be deposited in RREC office as per time schedule in accordance with clause 1.6.2. This is essential otherwise the financial bid in electronic form (Cover -3) will not be opened of that bidder.
3. The bidder will have to deposit in Envelope-1, (i) the prescribed cost of RfP and the processing fees of RREC by way of DD/Banker's Cheque in favour of RREC, payable at Jaipur; (ii) the EMD payable in form of BG, as per format 6.3A and (iii) the prescribed Processing Fee of RISL by way of DD/Banker's Cheque in favour of MD, RISL, payable at Jaipur. In Envelope-2, the bidder shall submit the Bid Bond as per format 6.3 B, if any. The Envelope-1 and Envelope-2 will be put together in Envelope-3. Bid Bond should not be put in Envelope-1 in any case. The Envelope-3 and Envelope-1 will be opened on the date & time as mentioned in clause 1.6.2, in the presence of bidders who wish to be present. Please note that in case DD/Pay Order (payable at Jaipur) of requisite amount towards cost of RfP, cost of processing fee of RISL, cost of processing fee of RREC and Bank Guarantee of requisite value towards Earnest Money is not found as per bid document, then the financial bid in electronic form (Cover-3) may not be opened of that bidder.
4. The Bid Bond in Envelope-2 will be opened on the date & time as mentioned in clause 1.6.2.
5. Cutting/overwriting, if any in the figures of the tendered documents is required to be clarified/indicated in words, duly signed, failing which the RfP may be rejected.
6. Deviation of any kind will not be accepted in the Non-financial & financial bid. Such deviations shall be ignored.
7. The bidders should provide complete information at the time of submission of bid. If the bidders are asked to furnish some more clarification/confirmation/document, they shall be required to furnish the same within specified time, failing which the case shall be finalized /decided

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on the basis of available information/documents. The responsibility of ignorance of their bid on account of delay in furnishing of desired information/documents up to the specified time shall be of the bidder. However, if there are any shortcomings in the submission of the information which does not materially affect the qualification criterion, then the Bid Evaluation Committee shall have the power to consider the facts on the merit of the case and decide the bid evaluation accordingly.

8. The RfP can be downloaded from web site <http://eproc.rajasthan.gov.in>. This Notification is also available at website <http://www.rrecl.com> & www.sppp.raj.nic.in
9. All tender documents should essentially be signed digitally and submitted/uploaded on <http://eproc.rajasthan.gov.in>, in time as per checklist in accordance with note 15 below.
10. Bidders who wish to participate in this RfP, will have to register on <http://eproc.rajasthan.gov.in> (bidders registered earlier on the www.eproc.rajasthan.gov.in, need not to get registered again). To participate in online tenders, Bidders will have to procure Digital Signature Certificate (Class II & Class III) as per requirement under Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency or they may contact e-Procurement Cell, Department of IT & C, Government of Rajasthan on the following address:-

e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur, e-mail: eproc@rajasthan.gov.in
11. Bidders are also advised to refer “Bidders Manual” available under “Downloads” section on <http://eproc.rajasthan.gov.in> for further details about the e-tendering process.
12. All the required information shall be furnished strictly in the prescribed Formats only. Any information indicated other than the prescribed Formats shall not be entertained. The bid shall be evaluated on the basis of information furnished in the prescribed Formats only.
13. The Procurer may advise any bidder to furnish the documents in original or copy thereof duly attested by Notary for verification, in physical form on short notice of three days.

14. CHECK LIST:

- 14.1 List of required Formats/documents to be submitted online duly signed digitally by Authorized Signatory:
 - 1) Cover-1 :- Up load the scanned copy of DD/Pay Order towards Cost of RfP document, processing fee of RREC & RISL and scanned copy of EMD in the form of Bank Guarantee (in pdf).
 - 2) Cover- 2: - All Non-financial Formats as per Section 6 (in pdf).
 - 3) Cover-3: - Financial bid as per Format 6.13 along with the scanned copy of

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Bid Bond, if applicable.

NOTE: The financial bid is to be submitted as per format 6.13. This excel (.xls) file which contains 3 sheets as BoQ1 (for Jaipur zone), BoQ2 (for Ajmer Zone) and BoQ3 (for Jodhpur Zone), is to be downloaded from www.eproc.rajasthan.gov.in and same has to be uploaded on the website www.eproc.rajasthan.gov.in for this RfP. Bid may be rejected if look alike format (.xls) is created/filled and uploaded on www.eproc.rajasthan.gov.in.

- 14.2 List of document required to be submitted in physical form in RREC Office:
- 1) Envelop-1:- DD/pay order payable at Jaipur of requisite amount towards cost of RfP, cost of processing fee of RISL, cost of processing fee of RREC and Bank Guarantee of requisite value towards Earnest Money.
 - 2) Envelop-2:- Bid Bond, if any.
 - 3) Envelop-3:- Envelop-1 & Envelop-2.

15. Correspondence for enquiries and clarifications:

All correspondence in respect of the RfP and submission of the Bid shall be addressed to:

The Chairman and Managing Director,
Rajasthan Renewable Energy Corporation Ltd.,
E-166, Yudhisthir Marg, C-Scheme, Jaipur (Raj.), 302001
Tel: 0141-2221650 / 2229 341/ 2229055
Fax: 0141-2226028, Email: rrec_jai@yahoo.co.in, solar.rrec@gmail.com

Contact Person:
Mr. B.K.Makhija,
Director (Technical), RREC, Jaipur
E-166, Yudhisthir Marg, C-Scheme, Jaipur (Raj.), 302001
Tel: 0141-2221650 / 2229341/ 2229055
Fax: 0141-2226028, Email: rrec_jai@yahoo.co.in, solar.rrec@gmail.com

SECTION 2

DEFINITIONS

“Affiliate” shall mean a Company that, directly or indirectly,

- i) controls, or
- ii) is controlled by, or
- iii) is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership by one Company of at least 26% (twenty six percent) of the voting rights of the other Company.

“Appropriate Commission” shall mean the CERC or the RERC or the Joint Commission referred to in Section 83 of the Electricity Act 2003, as the case may be.

“Bid” Bid shall mean the Non-financial Bid and Financial Bid submitted by the Bidder, in response to this RfP, in accordance with the terms and conditions hereof.

“Bidder” shall mean an Individual/Registered Partnership firm/Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Individual/Registered Partnership firm/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”.

“Bidding Company” shall refer to such single company that has submitted the response in accordance with the provisions of this RfP.

“Bidding Consortium” or **“Consortium”** shall refer to a group of companies that has collectively submitted the response in accordance with the provisions of this RfP.

“Chartered Accountant” shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.

“Company” shall mean a company formed and registered under The Companies Act, 1956.

“Conflict of Interest” A Bidder may be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process under this RfP if they have a relationship with each other, directly or indirectly through a common company, that puts them in a position to have access to information about or influence the Bid of another Bidder.

“Consents, Clearances and Permits” shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities.

“Contracted Capacity” shall mean the power (AC) in MW contracted between the Seller and the Procurer at Solar Power generating end switchyard bus bar (outgoing feeder).

“Effective Date” shall mean the date of signing of PPA by both the parties.;

“Electricity Act 2003” shall mean the Electricity Act, 2003 and any rules, amendments, regulation, notifications, guidelines or policies issued there under from time to time.

“Financial Closure or Financial Close” shall mean the execution of all the Financing Agreements required for the Project and fulfillment of conditions precedents and waiver, if any, of the conditions precedent for the initial draw down of funds for the Project. The same is also applicable for Project being developed based on Balance Sheet financing.

“Financially Evaluated Company” shall mean the company which has been evaluated for the satisfaction of the financial requirement set forth herein in the RfP.

“Force Majeure conditions” means any event or circumstance which is beyond the reasonable direct or indirect control and without the fault or negligence of the Solar Power Producer or Discom(s) and which results in Solar Power Producers or Discom(s) inability, notwithstanding its reasonable best efforts, to perform its obligations in whole or in part and may include rebellion, mutiny, civil unrest, riot, strike, fire, explosion, flood, cyclone, lightening, earthquake, act of foreign enemy, war or other forces, theft, burglary, ionizing radiation or contamination, Government action, inaction or restrictions, accidents or an act of God or other similar causes.

“Grid Code” / “IEGC” or “State Grid Code” shall mean the Grid Code specified by the Central Commission under clause (h) of sub-section (1) of Section 79 of the Electricity Act and/or the State Grid Code as specified by the concerned State Commission referred under clause (h) of sub-section (1) of Section 86 of the Electricity Act, as applicable.

“Law” shall have the same meaning as ascribed thereto in the PPA.

“Lead Member of the Bidding Consortium” or “Lead Member”: There shall be only one Lead Member company, having the shareholding of more than 50% in the Bidding Consortium and cannot be changed till 1 year of the Commercial Operation Date (COD) of the Project.

“Letter of Intent” or “LOI” shall mean the letter to be issued by Procurer to the Successful Bidder(s) for Setting up of Solar Power Plant to supply of Solar Power to Procurer.

“Limited Liability Partnership” or “LLP” shall mean a partnership formed and registered under the Limited Liability Partnership Act 2008.

“Member in a Bidding Consortium” or “Member” shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company.

“Parent Company” shall mean a company that holds at least twenty six percent (26%) of the paid - up equity share capital directly or indirectly in the Bidding Company or in the Member of a Bidding Consortium, as the case may be.

“PPA” shall mean the agreement to be entered into between the Procurer and the Seller pursuant to which the Seller shall supply power to the Procurer as per the terms and conditions specified therein and a draft of which is attached as Format 6.14 to this RfP, including all its schedules, annexure, and all amendments or modifications.

“Procurer” shall mean RREC (Company) who will directly purchase generated power from these 50 Solar PV projects of 1MW each.

“Project” shall mean solar PV project with single point of injection in to the Discom(s) grid substation at 11kV or above voltage level.

“Project Company” shall mean the Company incorporated by the Bidder as per Indian Laws in accordance with Clause 3.6.

“RERC” shall mean the Rajasthan Electricity Regulatory Commission constituted under sub – section (1) of Section-82 of the Electricity Act, 2003 or its successors.

“RERC Approved Tariff” shall mean the tariff notified by RERC for Solar Projects.

“RfP” shall mean this Request for Proposal along with all formats and RfP Project Documents attached hereto and shall include any modifications, amendments alterations or clarifications thereto.

“RfP Project Documents” shall mean the following documents to be entered into by the parties to the respective agreements in connection with the supply of power.

- a) PPA
- b) Default Escrow Agreement;
- c) Agreement to Hypothecate-cum-deed of Hypothecation; and
- d) any other agreements designated as such, from time to time by the Procurer.

“Registered Partnership Firm/Partnership firm” shall mean a Partnership firm registered with the Income Tax department as well as Registrar of Firms and having a PAN”.

“Scheduled Commercial Operation Date” or “Scheduled COD” for 1MW or any additional allocated capacity Solar Power Project shall be 12 (Twelve) months from the date of signing of PPA.

“Selected Bidder(s) or Successful Bidder(s)” shall mean the Bidder(s) selected by the Procurer, pursuant to this RfP to set up the project and supply of power as per the terms of the RfP Project Documents, and to whom a Letter of Intent has been issued.

“Seller” shall mean the Successful Bidder who submit the Contract Performance Guarantee and executes the PPA and other Project related

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Documents specified in RfP with the Procurer and who shall be responsible for supplying power to the Procurer at the outgoing point of Solar Power Plant.

“Solar PV Project” or “Project” or “SPV” shall mean the Solar Photo Voltaic power project that uses sunlight for direct conversion into electricity through Photo Voltaic technology.

“Statutory Auditor” shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or under the provisions of any other applicable governing law.

“STU” or “State Transmission Utility” shall mean the board or the government company specified as such by the State Government under sub-section (1) of Section 39 of the Act.

“Technology Partner” shall mean an entity from which the Bidder proposes to take technology support. However if Technology Partner has an equity participation in Bidding Consortium than it has to be a Company with equity participation less than 10%.

“Ultimate Parent Company” shall mean a Company which directly or indirectly owns at least twenty six percent (26%) paid up equity capital in the Bidding company or member company of a consortium, (as the case may be) and/or in the financially evaluated Company and such bidding company or member company of a consortium (as the case may be) and / or the financially evaluated company shall be under the direct control or indirectly under the control of such company.

“Zone” shall mean a particular area falling under a Discom (Jaipur, Jodhpur and Ajmer) having 33kV GSS at which the 1MW SPV power plants are to be connected for which the RfP is being issued.

SECTION - 3

3.0 INFORMATION AND INSTRUCTION TO BIDDERS

3.1 Total Capacity Offered

Selection for Setting up of Grid connected Solar PV Projects in Rajasthan for capacity up to 50 MW shall be done as per clause 5.1.7(ii) of Rajasthan Solar Energy policy-2011. Out of the 50 projects, each of 1 MW, 20 projects are to be set up in Jaipur Discom, 14 projects in Ajmer Discom & 16 projects in Jodhpur Discom.

3.2 Capacity of each Project

3.2.1 The capacity of each Solar PV Project shall be minimum 1 MW DC array capacity & Maximum 1.1 MW DC Array capacity and no further variation in the capacity of the Project shall be permitted. 1 MW capacity means 1 MW AC output at inverter. This power plant will be connected on 11kV level at nearby 33kV Substation in line with the clause 5.6 of the RfP. Two projects of 1 MW AC shall not be connected to one 33 kV GSS. Solar PV Project of 1 MW AC will be selected through the competitive bidding process. The responsibility of the Successful Bidder would be to supply power to the Procurer(s) for 25 years as per the terms and conditions of the PPA.

3.2.2 All 1 MW projects shall be at different locations and two projects shall not be connected to same 33 kV substation. Two or more projects each of 1MW of same bidder/different bidders can be at nearby locations but these projects will be connected to different 33 kV GSSs. Transmission line length in each case shall be as per clause 5.6 of this RfP.

3.3 Obtaining RfP document, Processing Fees & Registration with RREC

- a) The RfP can be downloaded from website www.eproc.rajasthan.gov.in. This Notification is also available at website www.rrecl.com & www.sppp.raj.nic.in.
- b) The Bidders should be registered with RREC prior to participation in this bid process. All the bidders registered earlier need not register again. For new registration, if any, please see Rajasthan Solar Energy Policy 2011 available on RREC website www.rrecl.com. If any bidder is registered for 4 MW and wants to quote for 5 projects of 1 MW then it shall also register for additional 1 MW capacity before submission of RfP documents. If any bidder bids for more than the registered capacity, such excess capacity shall not be considered by RREC.

In case any bidder earlier got registered with RREC for a particular capacity and has been allocated some capacity out of the above registered capacity for setting of Solar Power Plant, then remaining capacity shall only be considered for participating in this RfP. Thus if this balance remaining capacity falls short of bidding under this RfP, then the bidder shall be obliged to first register for this balance capacity.

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- c) A bidder/bidding Consortium will be eligible to participate in the bidding process only:-
 - i. On submission of RfP along with the cost of RfP, processing fees of RREC & RISL and EMD in the form of BG etc.
 - ii. Bidder /any of Consortium Member should be registered with RREC.

3.4 **Proposal for Short-listing of Projects:**

Bidders may submit response to Request for Proposal (RfP) for setting up of Solar PV Projects under this RfP. Response to RfP has to be submitted as per the terms & conditions of this RfP.

3.5 **Number of Response to RfP by a Bidder:**

The bidder may submit response to this RfP for development of SPV plant for any number of GSS and shall accordingly meet the Net worth requirement for that number of MW. However each bidder shall have separate registration.

Each individual project will have separate PPA, separate interconnection to separate 33/11kV Discom(s) GSS and separate metering arrangements with the Discom(s).

3.6 **Qualification Requirements:**

The Bidder can be an individual/partnership firm, Company (Bidding Company) or a Consortium of Companies (Bidding Consortium) with one of the Companies acting as the Lead Member of the Bidding Consortium. Short listing of Bidder will be based on meeting the Qualification Requirements specified below:-

Note: - Who are Eligible for Participation:

- i) Individuals
- ii) Partnership Firms registered with the Income Tax Department as well as Registrar of Firms having its PAN.
- iii) Companies incorporated under the Companies Act, 1956 are eligible on standalone basis or as a part of the bidding consortium.
- iv) A foreign company can also participate on standalone basis or as a member of consortium at RfP stage. But before signing of PPA it has to form an Indian Company registered under the Companies Act, 1956 and comply with necessary formalities of RBI/FEMA as and when required as per those regulations;
- v) Successful Companies can also execute the project through a Special Purpose Vehicle (SPV). However the SPV has to be formed before signing of PPA.

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vi) Limited Liability Partnership (LLP) is not eligible for participation.

A. **Financial Criteria:**

i) The “Net Worth” of the Bidder should be equal to or greater than Rs 3 crore per MW or equivalent US\$.

In case of application by one bidder for multiple projects, total cumulative capacity applied by the bidder shall be considered for the purpose of Net Worth. (Example:- Bidder 'A' applying for say 3 projects of 1 MW each the Net Worth requirement shall be computed as $3 \times 3 = \text{Rs.}9 \text{ cr.}$).

However, in case the application is made by two Companies of the same Parent and using the Net worth of that Parent, the Net Worth required shall be calculated separately for each Company but not exceeding the percentage equity shareholding of the Parent in such company. To this extent the Net worth of the Parent shall be reduced if in case even the Parent is also bidding Company or any of its affiliate is also a bidding company.

Note: For the Qualification Requirements, if data is provided by the Bidder in foreign currency, equivalent rupees of Net Worth will be calculated using bills selling exchange rates (card rate) USD/INR of any scheduled Bank as per Annexure-2 prevailing on the date of closing of the accounts for the respective financial year as certified by the Bidder’s banker.

For currency other than USD, Bidder shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion.}

(If the exchange rate for any of the above dates is not available, the rate for the immediately available previous day shall be taken into account.}

Net Worth calculation for a bidding individual/partnership firms

= Proprietors/Partner’s Capital reflecting in the Audited Balance Sheet

Add: Free Reserves (Including the Credit balance of Reserve and Surplus appearing in the Balance Sheet)

Subtract: Intangible Assets

Subtract: Miscellaneous Expenditures to the extent not written off and carry forward losses.

Net Worth calculation for a Bidding Company

= Paid up Share capital which includes

1. Paid up Equity share capital and
2. Fully, compulsorily and mandatorily convertible Preference Shares and
3. Fully, compulsorily and mandatorily convertible Debentures)

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Add: Free Reserves

(Including share premium provided it is realized in Cash or Cash equivalents.)

Subtract: Revaluation Reserves

Subtract: Intangible Assets

Subtract: Miscellaneous Expenditures to the extent not written off and carry forward losses.

- ii) For the purposes of meeting financial requirements, only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder is a company and has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be reconsidered again for Net worth.
- iii) Existing Entities - The computation of Net Worth shall be based on unconsolidated audited annual accounts of the Bidder. For the purpose of the computation of Net Worth, the last three financial years shall be considered. The Bidder would thus be required to submit annual audited accounts for the last three financial years 2010-11; 2011-12 and 2012-13 (or calendar year, 2010, 2011 and 2012 or the accounting years as adopted by the bidder and acceptable as per the laws of the respective Country) along with CA certified copies of Income Tax return filed, its computation and other necessary documents/certificates.

In case, if the period of existence of the Company/ Registered Partnership firm/Proprietorship concern is less than three years, then the bidder shall submit its annual audited accounts starting from the year of incorporation//formation of registered Partnership firm/Proprietorship concern (alongwith CA certified copies of Income Tax return filed; Computation of Income and other necessary documents/certificates) while indicating the year which should be considered for evaluation along with a Net Worth certificate from a Chartered Accountant to demonstrate the fulfillment of the criteria as at last day of the concerned Financial Year. Net-worth of Individuals, Directors, in case if the Bidder is a company, will not be considered for computation of Net Worth under this RfP.

In case of Bidders whose annual accounts have been prepared for the last financial year , the Net Worth criteria can also be met as on day more than seven days prior to the last date of submission of response to RfP) by the Bidder Consortium. To demonstrate fulfillment of the criteria, the Bidder shall submit a certificate from a Chartered Accountant certifying the availability of Net Worth on the date more than seven days prior to submission or response to RfP along with a certified copy of Balance Sheet,

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Profit & Loss Account, Schedules and Cash Flow Statement as of that date, CA certified copies of Income Tax return, its computation and other necessary annexure thereof, as well as the Bank Statements.

- iv) In case of Newly Incorporated Bidder/Consortium, where the Annual accounts have not been prepared and relying solely on its own credentials, the Net Worth criteria can be met as on day more than seven days prior to the last date of submission of response to RfP by the bidding Consortium. To demonstrate fulfillment of the criteria, the Bidder shall submit a certificate from a Chartered Accountant certifying the availability of Net Worth on the date more than seven days prior to submission of response to RfP along with a certified copy of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow statement as of that date, supported essentially with the Bank Statements, and all other related ROC documents to evidence issue of Share capital etc. if applicable.
- v) If the response to RfP is submitted by a Consortium the financial requirement shall be met individually and collectively by all the Members in the Bidding Consortium, in proportion to the equity commitment made by each of them in the Project Company. For computation of Net-Worth of members methodology as provided in para (i) above shall be followed. Any Consortium, if selected, shall, for the purpose of supply of power to procurer, incorporate a Project Company with equity participation by the Members in line with consortium agreement before signing the PPA with Procurer i.e. the Project Company incorporated shall have the same Shareholding Pattern as given at the time of RfP. This shall not change till the signing of PPA and the percentage of Controlling Shareholding (held by the Lead Member holding more than 50% of voting rights) shall not change from the RfP up to One Year after the COD of the Project. However, in case of any change in the shareholding of the other shareholders (other than the Controlling Shareholder including Lead Member) after signing of PPA, the arrangement should not change the status of the Controlling Shareholder and the lead member in the Project Company at least up to one year after the COD of the Project. Further, such change in shareholding would be subject to continued fulfillment of the financial and technical criteria, by the project company.
- vi) In case, any Company is selected for developing Solar PV Project, the company will have to meet the total Net Worth requirement by infusing the same in the Project Company and submit the required proof like bank statements and CA certificate for the same before entering into PPA.
- vii) In case of Individuals (Proprietorship firm) / Partnership firm, the selected Bidder shall ensure that the Capital to the extent of required Net Worth is not withdrawn or diluted till the COD of the project.

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Note:

- (1) It is not necessary to have the Technology partner at RfP stage. Further it is also not necessary for the Technology partner to have an equity stake in the Bidding Company/Consortium. However if Technology Partner has an equity participation in Bidding Consortium then it has to be a Company with equity participation less than 10%.
- (2) In case the Bidder is a Company then only it may seek qualification on the basis of financial capability of its Parent and/or its Affiliate(s) for the purpose of meeting the Qualification Requirements.
- (3) Where the financially evaluated company is not the Bidding Company or a member of a bidding consortium, as the case may be, the Bidding Company or a member shall continue to be an affiliate of such financially evaluated company and shall not change from the RfP up to One Year after the COD of the Project.
- (5) It is further clarified that a Parent Company can be a foreign company and it can hold 100% equity in the bidding company. Once selected, the net worth has to be brought into the bidding company as per RfP before signing the PPA.
- (6) The financial strength of the parent/ultimate parent/ an affiliate can be taken for calculation of net worth for qualifying at the time of submission of RfP, but before signing of PPA the required net worth is required to be infused in the company registered in India and registered with RREC for this RfP, which will be known as "Project Company".
- (7) In case the strength is drawn from parent/ultimate parent/ affiliate, copy of Board resolution authorizing to invest the committed equity for the project company/consortium is to be submitted with RfP along with an unqualified opinion from a legal counsel of such foreign entity stating that the Board resolution are in compliance with applicable laws of country(s) respective jurisdiction of the issuing company and the authorization granted therein are true and valid.
- (8) Only Assets forming part of the balance sheet shall be considered for arriving at the Net worth of the bidder. No intangible assets will be considered for arriving at the Net worth.
- (9) In case of land/any other asset, only the book value will be considered.
- (10) The value of land/any other assets will not be revalued for calculating net worth. Any reserve created due to this shall not be counted for calculating Net worth.
- (11) No commitment letters from investment companies will be considered as part of Net worth for qualifying requirement. Similarly any form of loan to bidder or securitized funding will not be part of the Net worth.
- (12) Guarantee/Bond submitted by foreign companies must be submitted

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through Banks having branches in India as per list given at Annexure-2 /correspondent Banks in India and such Bank Guarantee issued by foreign banks should be endorsed by the Indian Branch of such foreign Bank. In case of claim on Bank guarantee, same shall be paid by the Indian branches of such foreign Bank.

- (13) In a foreign company in case of calendar year instead of financial year is used for compilation of accounts, then the same shall be used.
- (14) In a bidding consortium, each share holding company needs to satisfy the Net worth requirement on a pro-rata equity commitment basis.
- (15) Net worth once used of a Parent Company for Qualification criteria cannot be used again for / by any Affiliate.
- (16) Copies of all the Balance Sheets whether of Parent/ Affiliate from where the financial strength is drawn has to be submitted along with RfP.
- (17) The company having the maximum number of share (having voting rights) has to be a Lead member having the shareholding of more than 50% in the Bidding Consortium.
- (18) There is no restriction on the number of companies joining the consortium for this RfP.
- (19) If a company/Technical Partner is having share less than 10% in two bidding companies then both the bidding companies can be considered provided it does not have any other relationship such as affiliate/parent/ultimate parent with each other or with any other bidding company/consortium.
- (20) In case of Unlisted companies the infusion of Share premium shall be supported by ROC certified copy of Form 2.
- (21) The bidding companies shall submit an “equity holding tree” duly certified by a CA/ CS, clearly stating the equity holding and cross holdings between the Ultimate Parent, Parent and affiliates. Necessary supporting documents such as ROC forms, Board resolutions should also be annexed.
- (22) The Bidders shall also submit CA certified copies of Income Tax Returns filed for the last three (3) financial years, if applicable, along with the RfP documents.
- (23) In case of an individual or a partnership firm, the bidder must submit along with the RfP documents a Solvency Certificate from a scheduled bank to the extent of the required Net worth. In case such bidder becomes a selected bidder the same shall be furnished by the Bidder on yearly basis till the COD.
- (24) Failure to comply with the aforesaid provisions shall make the bid liable for rejection at any stage.

B. **Technical Criteria:**

The Bidder shall deploy established technology wherein there is at least one project successfully operational of the proposed technology of 1 MW,

anywhere in the world. The bidder is required to undertake to furnish evidence of meeting the above eligibility criteria in line with provisions of clause 3.18 under the title “Financial Closure”. The undertaking shall be as per enclosed Format- 6.7 in respect of detailed technical parameters for Solar PV Projects as at Annexure-1.

3.7 Short-listing of Projects to be done Discom wise-

3.7.1 For the projects to be selected through competitive bidding, the prospective Solar Power Producers would offer discount, whether the bidder is taking Accelerated depreciation benefit or not, in paisa/kWh on the Generic levelised Tariff declared by Rajasthan Electricity Regulatory Commission vide Order dated 04.09.2013 i.e. on Rs. 7.31/kWh (which is after considering accelerated depreciation). The discount quoted by the bidder should be in whole paisa and not in fraction of paisa. The tariff given above would be the benchmark tariff for 1 MW Solar PV Power Plants under this RfP and would form the basis for selection of projects for sale of power to Procurer for projects where PPA is signed by 31st March, 2014 and commissioned by 31st March, 2015. The list of 33/11 kV Sub-stations for each Discom/Zone for which bidders may bid is available at Annexure-5. As all the Solar PV Power Plants are to be set up in a particular area of a Discom, RREC proposes to offer uniform tariff to all the selected bidders for each Discom separately as per following procedure-

- a) Bidders shall be selected for each Zone (Discom) separately on the basis of discount offered by the bidders on the bench mark tariff as determined by the RERC. However, tariff to be awarded for a Zone (Discom) (based on the discounts offered and procedure of matching L1 tariff as detailed hereunder), shall not exceed by more than 10% of the Zone (Discom) having lowest tariff. SLSC shall have all the right and discretion to accept or reject the higher tariff of a zone or of all zones if at any stage it is found that the offered tariff is unreasonably higher.
- b) The evaluation of bids shall be undertaken Zone wise, by discovering L1 tariff for that Zone (subject to the above condition of the tariff not exceeding by more than 10% of the overall L1 Tariff of any Zone/Discom). The bidders quoting such L1 tariff will be the successful bidders for the respective GSSs in that zone (subject to the condition that such L1 tariff does not exceed by more than 10% of the overall L1 Tariff of any Zone/Discom).
- c) For remaining GSSs, bidders shall be asked to match their tariff with the discovered overall L1 tariff of that zone in respect of the GSSs for which they have quoted tariff in their bid.
- d) In case, more than one bidder match their tariff with the discovered L1 tariff of the zone for same GSS within the Zone, then the selected bidder for that GSS shall be decided by arranging such bidders in ascending order of their original quoted tariff and the L1 bidder for that GSS, so identified, shall be considered as selected bidder. The similar process will be repeated for each such GSS under same Zone.

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- e) If the number of GSS for which the L1 tariff of the zone, matched by the bidders happen to be more than the required number of GSS at which the Solar Power Plants are to be set up in the particular Zone, then selected bidders for each such GSS(s) shall be arranged in ascending order of their original quoted tariff and then GSS upto the requisite number will be selected in sequential order of ascending order of the bidders/GSS(s).
- f) Except as described in the selection procedure mentioned at point (d) & (e) above, if two or more bidders have quoted same tariff and/or GSS, at any stage, their position in ascending order and/or selection will be decided by draw of lot(s). In case any bidder(s) do not wish to match the L1 tariff of the zone, they will be allowed to quit the bidding process and their securities (Earnest Money Deposit and Bid Bond, if applicable) shall be refunded. However the registration fee deposited with RREC along with processing fees of RREC & RISL and cost of RfP paid as per terms and conditions of RfP, shall not be refundable.
- 3.7.2 The PPA would be signed between selected bidders and Procurer at the tariff arrived at through bidding process by RREC. The PPA would be signed on the date intimated by the Procurer.
- 3.7.3 It is also to clarify that the project developer to the extent of capacity contracted by signing PPA with Procurer would not be availing benefit of REC and such an undertaking would be incorporated in PPA.
- 3.7.4 The Bidders will be required to furnish Bid Bond (Bank Guarantee) on graded scale along with the RfP bid as provided hereunder:

S. No.	Discount offered on Bench Mark Tariff	Amount of Bid Bond(BG) applicable for every paisa of discount on Bench Mark Tariff (per MW)
1.	Upto 5%	Rs. 50,000/-
2.	More than 5% & Upto 10%	Rs. 1,00,000/-
3.	More than 10% & Upto 15%	Rs. 2,00,000/-
4.	More than 15% & Upto 20%	Rs. 3,00,000/-
5.	More than 20% & Upto 25%	Rs. 4,00,000/-
6.	More than 25%	Rs. 5,00,000/-

Note: Calculation shall be like Income-tax slab wise.(i.e. Total Bid Bond Value= Bid bond Value for 5% + Bid bond Value 5% to 10% + Bid bond Value 10% to 15% + Bid bond Value 15% to 20%+ Bid bond Value 20% to 25%+ Bid bond Value more than 25% etc as applicable) . A Sample Bid Bond calculation is illustrated as under:

Illustration:

S.	Bench Mark Tariff (in paisa)	% of Discount	Total value of discount (in paisa)	Amount in Rs. of applicable bid bond (per MW per paisa)	Bid Bond value (Rs.) /MW
1	731	5%	36.55	50000	1827500
2	731	10%	73.1	100000	5482500
3	731	15%	109.65	200000	12792500
4	731	20%	146.2	300000	23757500
5	731	25%	182.75	400000	38377500
6	731	27%	197.37	500000	45687500

In case of matching the L1 tariff, the difference amount of Bid Bond is to be submitted by the successful bidder(s). RREC reserve the right to cancel any capacity left unallocated.

3.8 Power Purchase Agreement:

A copy of Draft Power Purchase Agreement to be executed between Procurer and the Selected Bidder(s) is enclosed at Annexure 9. The PPA shall be executed on the date to be intimated by RREC.

Before signing of PPA with the selected bidders, Procurer may verify the documents furnished by the bidders at the time of submission of RfP including availability of net-worth to the extent claimed in RfP with the original documents and bank statements and the shareholding of the project company along with a copy of complete documentary evidence supported with originals. Bidders may be asked to furnish the documentary evidence claimed for meeting the RfP eligibility conditions. Procurer at this stage may also ask the bidders to furnish the audited balance sheet of the previous month end along-with complete Bank statement starting from day one of submission of RfP till date along with a copy of the documents submitted with ROC which become due during this period. If at any stage it is found that the documents furnished by the bidders are false/misleading or misrepresented in any way then the RfP bid will be liable to be rejected and if LOI has been issued and PPA signed, the same will also be cancelled and all the bank guarantees will be en-cashed.

3.9 Method of Submission

The response to RfP/PV1/RREC/5 is to be submitted electronically and also in physical form in a sealed envelope in the following manner:-

(A) In Physical Form:

Envelope-1 – Super scribed as:

“1st Envelope containing Bid cost Receipt/Bid cost DD, DD/Pay Order towards Processing Fee of RREC and RISL, Bank Guarantee towards EMD against RfP/PV1/RREC/5 at the top of the Envelope; and Name & Address of the Bidder” on the left hand side bottom; and addressed to CMD, RREC, Jaipur. This 1st Envelope shall contain i) Bid cost Receipt/Bid cost DD/Pay Order for Rs 5000/- (Rupee five thousand only) in favour of RREC (ii) DD/Pay order of @ Rs. 10,000/- per MW (plus Service Tax as applicable) towards Processing Fee of RREC in favour of CMD, RREC; iii) DD/Pay Order of Rs. 1000/- towards Processing fee of RISL in favour of MD, RISL and iv) Bank Guarantee towards EMD @ Rs. 10 Lac/MW.

Envelope-2: – Super scribed as:

Bid Bond (If applicable) against RfP/PV1/RREC/5 addressed to CMD, RREC, Jaipur “Name & Address of the Bidder” on the left hand side bottom and shall contain Bid bond, if any.

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Envelope-3: - Super scribed as:

RfP/PV1/RREC/5 to be opened on 21.10.2013 at 11.00 AM “Name & Address of the Bidder” on the left hand side bottom. This Envelop shall contain 1st & 2nd Envelop,

This Envelope should be addressed to:

The Chairman and Managing Director
Rajasthan Renewable Energy Corporation Ltd.
E-166, Yudhisthir Marg, C-Scheme, Jaipur (Raj.)-302001
Tel: 0141-2221650 / 2229341/ 2229055.

(B) In Electronic Form:

Cover-1: It shall contain scanned copy(ies) of (i) Bid cost DD/Pay order for Rs 5000/- ; (ii) DD/Pay order of Rs 10,000/- (@ Rs. 10,000/-Per MW (plus service tax as applicable) towards Processing Fee of RREC ; (iii) DD/Pay Order for Processing fee of Rs. 1000/- of RISL and (iv) Bank Guarantee towards EMD @ Rs. 10 Lac/MW (as per Format 6.3A).

Cover-2: It shall contain scanned copy of covering letter & all other technical documents and Formats as specified in Section 6.0 of this RfP document as under (except Format 6.3A, 6.3B(Bid Bond), 6.3 C, 6.13. In addition to above, check lists as per Annexure-3 & 4 shall also be submitted in this cover.

- (i) Covering Letter as per Format 6.1;
- (ii) In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as Format 6.2.

In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this Clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the countries' respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

- (iii) Board Resolutions, as per prescribed formats enclosed as Format 6.4 duly certified by the Company Secretary or the Director of the relevant Bidder Company, as applicable to the Bidder Company and mentioned hereunder:
 - (a) Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfP,
 - (b) Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project / Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity

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requirement for the Project (in case of Bidding Consortium); and

- (c) Board Resolutions from Parent and /or Affiliate (whose credentials were used in the response to RfP), of the Bidding Company / any Member Company of the Bidding Consortium, undertaking to invest the entire amount as committed by Bidding Company / Member Company of the Bidding Consortium, in event of failure of the same to make such investment.
- (iv) In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per Format 6.5 along with Board resolution from each Member of the Consortium for participating in consortium;
- (v) Financial Requirements as per Format 6.6 as applicable;
- (vi) Technical Criteria wherein Bidder shall certify that the technology to be adopted shall be commercially established technology and is under operation. Final details of same shall be submitted within Six months of signing of PPA as per Format 6.7;
- (vii) Connectivity of Project with Discom(s) Substation as per Format 6.8;
- (viii) A disclosure statement as per Format 6.9 regarding participation of any related companies in this bidding process;
- (ix) Declaration by the Bidder regarding qualification as per Format 6.10.
- (x) Declaration by the Bidder /Lead Member of Bidding Consortium for the Proposed Technology as per Format 6.11.
- (xi) Format for letter having Registration Details & for change in Technology in Registration of Project made earlier as per Format 6.12;
- (xii) Memorandum & Article of Association, Certificate of Incorporation (if applicable) of Bidding Company/all member companies of Bidding Consortium.
- (xiii) Certified copies of Income Tax returns
- (xiv) Solvency certificate from a scheduled bank, if applicable.
- (xv) In case the bidder is a Partnership firm, a certified/notarized copy of the Partnership deed.
- (xvi) Check lists as per Annexure-3 and 4.

Cover-3: It shall contain Financial Bid in the specified template (Format-6.13) along with the scan copy of Bid Bond BG (in format 6.3B)

3.10 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from referring to any other document for providing any information required in the prescribed format.

3.11 The Bidder should note that:

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- a. The bidders may be shortlisted based on the declaration made by them in the relevant schedules of RfP. The documents submitted along with RfP may be verified before signing of PPA in terms of clause 3.8.
- b. If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfP, in any manner whatsoever, the RREC reserves the right to reject such response to RfP and/or cancel the Letter of Intent, if issued and the Bank Guarantee provided up to that stage shall be en-cashed.
- c. If the event specified at (b) is discovered after the Effective Date, consequences specified in PPA shall apply.
- d. Response submitted by the Bidder shall become the property of the RREC and the RREC shall have no obligation to return the same to the Bidder.
- e. All pages of the response to RfP submitted must be initialed by the person authorized by the board as per Format 6.4, on behalf of the Bidder.
- f. The response to RfP shall be submitted as mentioned in clause 3.9 No change or supplementary information to a response to RfP will be accepted after the scheduled date and time of submission of response to RfP. RREC reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfP.
- g. All the information should be submitted in English language only.
- h. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- i. Response to RfP that are incomplete, which do not substantially meet the requirements prescribed in this RfP, will be liable for rejection by RREC.
- j. Bidders delaying in submission of additional information or clarifications sought by RREC will be liable for rejection.
- k. Response to RfP not submitted in the specified formats will be liable for rejection by RREC.
- l. Non submission and/ or submission of incomplete data / information required under the provisions of RfP shall not be construed as waiver on the part of RREC of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- m. Only Jaipur Courts shall have exclusive jurisdiction in all matters pertaining to RfP & PPA etc.

3.12 Due Date:

The Bidders should submit the response to RfP/PV1/RREC/5 strictly as per the manner and timelines specified in Clause -1.6 of this RfP.

3.13 Validity of the Response to RfP:

- i) The Bidder shall submit the response to RfP which shall remain valid up to the six months from the last date of submission of response to RfP ("Bid Validity"). RREC reserves the right to reject any response to RfP which does not meet the aforesaid validity requirement.
- ii) RREC may ask to bidder to extend the validity of bid beyond six months prior to the expiry of the period of validity of bids along with validity of EMD & Bid Bond etc. accordingly. A bidder may however refuse the request and such refusal shall be treated as withdrawal of bid but in such circumstances bid security shall not be forfeited.

3.14 Preparation cost:

The Bidder shall be responsible for all the costs associated with the preparation of the response to RfP and participation in discussions and attending meeting(s) etc. RREC shall not be responsible in any way for such costs, regardless of the conduct of outcome of the bid process.

3.15 Right to reject a Bid:

RREC reserves the right to reject all or any of the response to RfP or cancel the RfP without assigning any reasons whatsoever and without any liability at any stage.

3.16 Bank Guarantees:

The Bidder shall provide the following Bank Guarantees from any of the Banks listed at Annexure 2 to RREC in a phased manner as detailed hereunder.

- Earnest Money Deposit (EMD) of Rs. 10 Lac/ MW in the form of Bank Guarantee along with RfP as per Format - 6.3 A. (valid for a period of seven (7) months from last date of submission of the response to RfP). It is further clarified that in case a bidder is bidding for more than 1 project in same or different zone, it shall give one single BG for EMD for the total amount of EMD taking into account all such projects, and in case if the bidder is successful say for only 1 project, the bidder may replace the same appropriately or get it adjusted towards Total PBG at the time of PPA by getting the validity extended and getting it converted into Total PBG.
- Bid Bond for the amount calculated as per Clause 3.7.4 in the form of Bank Guarantee along with RfP bid (if applicable) (valid for a period of seven (7) months from last date of submission of RfP bid). Bid Bond Bank Guarantee is attached with RfP (Format 6.3 B). It is further clarified that in case a bidder is bidding for more than 1 project in same or different zone, it shall give one single BG for the total amount of Bid Bond taking into account all such projects and tariff quoted thereof, along with a sheet indicating name of GSSs, discount offered and bid bond amount. In case if the bidder is

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successful say for only 1 project, the bidder may replace the same appropriately or get it adjusted towards Total PBG at the time of signing of PPA by getting the validity extended and getting it converted into Total PBG.

- **Total Performance Bank Guarantee:** The total Performance Bank Guarantee (PBG) shall include the following:
- (a) Performance Guarantee of Rs. 15 Lac/MW at the time of signing of PPA as per Format – 6.3 C. (valid for a period of 15 months from the date of signing of PPA).
 - (b) Bank Guarantee submitted earlier towards EMD, BID Bond & “additional Bid Bond” given for Tariff matching.

The bidder will be required to convert the earlier submitted BG(s) towards EMD, Bid bond and additional Bid Bond into Performance Bank Guarantee to fulfill the requirement of total PBG and extend the validity of the same upto 15 months from the date of signing of PPA or else provide a fresh consolidated performance Bank Guarantee, in which case, the earlier submitted BG(s) will be returned back.

Bank Guarantees issued by foreign Banks is to be endorsed by the Indian Branch of the same bank or State Bank of India. Bank Guarantees are to be issued by Banks from bank list given in Annexure-2.

In case, Procurer offers to execute the PPA with the Selected Bidder and if the Selected Bidder then refuses to execute the PPA with procurer or is unable to execute the PPA within the stipulated time period or extended time period by RREC, the Bank Guarantees towards EMD and Bid Bond (if applicable) shall be en-cashed by RREC.

In case the Bidder is not selected, Procurer shall release the Bank Guarantees towards EMD and Bid Bond (if applicable) within fifteen days of the issue of LOI to Selected Bidders.

The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. The Bank Guarantees have to be in the name of the Bidder /Lead Member Company of Bidding Consortium.

In order to facilitate the bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist at Annexure-3 has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.

3.17 Minimum equity to be held by the Promoter:

3.17.1 The Bidders developing the project shall provide the information about the Promoters and their shareholding in the Bidding Company to RREC indicating the controlling shareholding at the stage of submission of RfP to RREC.

3.17.2 No change in the percentage of controlling shareholding of the Bidding Company or Lead Member in a Bidding Consortium developing the Project shall be permitted from the date of response to RfP till the

execution of the PPA. However, in case the Project is being developed by a listed company, this condition will not be applicable. The controlling shareholding shall mean the largest shareholding more than 50% of the voting rights in the Company.

3.17.3 After execution of PPA, the percentage controlling of shareholding of the Controlling shareholder or Lead Member in the Project Company developing the Project shall be maintained for a period of (1) one year after commencement of supply of power. Thereafter, any change can be undertaken under intimation to RREC.

3.17.4 Bidding Company, forming a project company with no change in Shareholding shall be permitted from the RfP stage upto PPA, but the controlling shareholding as informed at the stage of RfP shall not change upto one year after COD of the Project.

3.18 Financial Closure or Project Financing Arrangements:

3.18.1 The Project Developer shall report tie-up of Financial Arrangements for the projects within six months from the date of signing Power Purchase Agreement (PPA). At this stage, the project developer would furnish within the aforesaid period the necessary documents to establish acquiring of land for project, fulfillment of technical criterion etc.

- a. The project developer would provide evidence that the requisite technical criteria have been fulfilled and orders placed/ agreements entered into, for supply of plants and equipments for the project.
- b. Required land for project development is under clear possession of the project developer. In this regard the Project Developer shall be required to furnish the following documentary evidences:-
- c. Ownership or lease hold rights from State agency only (for at least 30 years) in the name of the Project Developer and possession of 100% of the area of land required for the allotted project. Land can be taken on lease from State agency only.
- d. Certificate by the concerned and competent revenue/registration authority for the acquisition/ ownership/vesting of the land in the name of the Project Developer.
- e. Sworn affidavit from the Authorized person of the developer listing the details of the land and certifying total land required for the project under clear possession of the Project Developer.
- f. A certified English translation from an approved translator in case above land documents are in other than English and Hindi Languages.

3.18.2 In case of Bidding Consortium, the possession of land or lease hold right of land from State / Central agencies is in the name of non lead member, the same will be accepted against application and would be required to be transferred to the Project Company before signing of PPA.

3.19 Commissioning:

3.19.1 The Project(s) shall be commissioned within 12 months of the date of signing of PPA(s) between Project Developer and Procurers. Commissioning period is subject to Force Measure Conditions detailed in “Definitions”, section-2. In case of failure to achieve this milestone, provision of PPA as mentioned below shall apply:-In case of not adhering to the scheduled commissioning, liquidated damages for delay in commencement of supply of power to Procurer:

- (i) Delay up to 200 days from schedule commissioning as per PPA, RREC will encash 0.5% (half percentage) per day of the total Performance Bank Guarantee.
- (ii) Delay beyond 200 days from schedule commissioning PPA may be terminated. However, in exceptional cases, SLSC may consider to grant extension in the Scheduled Commissioning of project with a penalty @ 1.0% per day of the total Performance Bank Guarantee.

3.19.2 However, if as a consequence of delay in commissioning, the applicable RERC tariff changes, that part of the capacity of the project for which the commissioning has been delayed shall be paid the agreed tariff as per PPA or the applicable RERC tariff, whichever is lower.

Note – In case there is any change in tariff for that part of the capacity for which the commissioning has been delayed, the overall tariff for the project would be worked out on the basis of weighted average method.

3.19.3 Part commissioning of the project shall be accepted by RREC subject to the condition that minimum capacity for acceptance of part commissioning shall be 40% of plant capacity (0.4 MW in case of 1MW plant capacity). The PPA will remain in force for a period of 25 years from the date of acceptance of part commissioning of the project.

3.20 Technical Parameters:

The Selected Bidder shall be required to adhere to the technical parameters specified in Annexure-1.

SECTION 4

Evaluation Criteria

4.1 The evaluation process comprises of the following two steps:

Step I – Responsiveness check

Step II – Bid evaluation

4.2 Step I - Responsiveness check:

The Bid submitted by the Bidder shall be scrutinized electronically as well as physically to establish “Responsiveness”. Each Bidder’s Bid shall be checked for compliance with the submission requirements set forth in this RfP. In case of any discrepancy found in the document uploaded and physically submitted, then uploaded document will prevail in respect of documents sought electronically. However in case of documents / DD / BG sought physically, then physical shall prevail over electronic document. However, the requisite fee in form of DD/Pay Order or Bank Guarantee as submitted physically in the prescribed envelopes will only be considered for evaluation of Bid(s). Any of the following conditions shall cause the Bid to be “Non-responsive”:

- i) Response to RfP not received by the due date and time.
- ii) Response to RfP submitted by a Bidding Consortium not including the Consortium Agreement.
- iii) Response to RfP having Conflict of Interest.
- iv) Bidder submitting or participating in more than one Bid either as Bidder or as a Member company of Bidding Consortium.
- v) Technology Partner holding more than 10% in a Consortium and participating as a Bidding Company/ Member in another Consortium.
- vi) Non submission of Registration No., Cost of Document, Processing fee of RREC and RISL or EMD in acceptable form along with RfP document.

4.3 Step II - Bid evaluation:

Step II (Bid evaluation) will be carried out considering the information furnished by Bidders as prescribed under Section 6- Formats. This step would involve evaluation of the Bid of the Bidder.

SECTION 5

5.0 OTHER PROVISIONS:

5.1 Facilitation by Nodal Agency:

State Nodal Agency (RREC) will provide necessary support to facilitate the development of the projects. This shall include facilitation in the following areas:-

- Recommendation to collector for allotment of Govt. Land as identified by the bidder.
- Arranging Evacuation approval from Concerned Discom.
- Connectivity to the nearest 33/11kV substation of Discom at the voltage level of 11kV.
- Timely completion of 11kV transmission line and 11kV Bay at 33/11kV Discoms Substation by Discoms.

5.2 Land:

- 5.2.1 The Bidder has the option to purchase private land for setting up of Solar PV Plant anywhere in Rajasthan. The conversion of such land for industrial use is required as per clause 14 of Rajasthan Solar Energy Policy, 2011

Or

The Bidder has the option to get allotment of Govt. land as per clause 14.2 of Rajasthan Solar Energy Policy, 2011. On request for Identified Govt. land by successful Bidder, land shall be allotted to the SPP by the District Collector as per the provision of Rajasthan Land Revenue (Allotment of Land for setting up of power plant based on Renewable Energy Sources) Rules, 2007.

The application for land allotment shall be forwarded to the concerned District Collector and same will be allotted by Revenue department at 10% of the applicable DLC rates to the successful Bidder(s). For setting up Solar Power Plant on different technology, maximum allottable land to SPP shall be as under:-

S. No.	Technology	Max. allottable land
i.	SPV on Crystalline Technology	2.5 Hect./MW
ii.	SPV on Thin Film/Amorphous Technology with or without tracker	3.5 Hect./MW
iii	SPV on Crystalline Technology with Tracker	3.5 Hect./MW

The land should be specifically in the name of the Project Company with whom PPA is signed by the Procurer.

- 5.2.2 The ownership and possession of land at the time of submission of responses to RfP and at the time of signing of PPA is not insisted upon. At the time of Financial Closure, the selected Project Developer is required to submit the documentary evidence for ownership and physical possession of land.

- 5.2.3 RREC at its sole discretion may allow change of location of land for the project under the same GSS on a written request of SPP.
- 5.3 Metering System for Solar power Generation plant
- 5.3.1 The metering system shall comprise of main, check, backup meters.
- 5.3.2 For measurement of solar energy supplied by Solar generating stations within the State, Main meter shall be provided on each outgoing feeder at the solar power Plant designated as main meter for billing purpose. Check meter shall be provided along with main meter on each outgoing feeder. Meters shall also be provided on the other end of the above 11kV feeders to serve as back-up meter. The consumption recorded by main meter shall be compared with the consumption recorded by backup meter on 11kV feeder to work out transmission losses as well as to monitor the correct functioning of both meters.
- 5.3.3 All meters (a) main (b) check (c) backup meters in Solar Power Plant Generating Substation shall be provided by seller at the cost of seller. The load survey of the meter should have provision of voltage monitoring in addition to other parameters. Power failure recording is required to be included in ToD provisions of the meter along with provision of memory requirement as per RERC Metering Regulations in force.
- 5.3.4 In the event of main meter or more than one meter becoming defective the order of precedence for billing shall be (a) main (b) check (c) backup.
- 5.3.5 The solar power plant requires auxiliary power during generation and non generation time. Successful bidder should note that separate power connection for auxiliary power consumption shall not be provided by Discom. Project developer is required to make either provision of solar lighting system in their area / plant to meet out the requirement of illumination otherwise they can draw the power from the STU/Discom through their metering system. In this case net metering (export – import reading of meters) will be applicable. In case power connection provided by the Discom for construction activity is not disconnected after commissioning of the plant then energy consumption would be reduced from the generation of the plant for energy accounting.
- 5.3.6 Other terms and conditions shall be as per CEA (Installation & Operation of Meters) Regulations, RERC Metering Regulations, IEGC/REGC and ABT as amended & revised from time to time.

5.4 Insulation coordination and Protection system:

The Successful Bidder(s) shall ensure the interfacing of their solar power plant electrical equipments with RVPN/Discom(s) Grid for evacuation of power as well as protection of their Solar Power Plant. Discoms Grid is infinite system so Discom shall not be responsible for any damage of solar power plant under any fault condition. The responsibility for evacuation of power beyond the solar power plant generating substation line terminal i.e. point of outgoing feeder line terminal point of Solar Power plant generating sub-station will be of the Discom(s).

5.5 Transmission losses:

The transmission losses beyond solar power plant line terminal point shall be borne by the Discom(s).

5.6 Evacuation System:

- 5.6.1 The concerned Discom shall arrange 11kV transmission line from the Power Plant Generating Substation to nearest 33/11kV Discom GSS. Cost of Transmission line will be borne by Discom(s). Preferable location of solar plant shall be such that length of 11 kV transmission line shall not be more than 5 km. In case same is more than 5 km then cost of line beyond 5 km shall be borne by solar power producer. In any case length of line should not be more than 7km. On commissioning of complete 11 kV line, the ownership of extra line (beyond 5 km, if any) will automatically be transferred to Discom and O&M of entire line will be done by Discom.
- 5.6.2 Discom(s) shall arrange grid connectivity/construction of Evacuation Systems not later than scheduled COD of the Plant. In case, Solar Power Producer wants to commission the plant before the scheduled COD, then will give at least six (6) months time to the Discom(s) for arranging grid connectivity/construction of line. The Solar Power Producer shall submit time-frame for construction of their plant along with Bank Guarantee equivalent to the cost of transmission/distribution line with an undertaking to use the system within prescribed period. In case there is any delay in utilization of system, a penalty @ 12% per annum for the no of days of delay on the amount of Bank Guarantee will be levied by Discoms of Rajasthan. The Bank Guarantee shall be returned to the Solar Power Producer after commissioning of the project on depositing amount of penalty, if any on account of delay in the utilization of the system.
- 5.6.3 In case, Solar Power Plant is ready for commissioning and Discom fails to arrange grid connectivity/construction of Evacuation Systems on the mutually agreed date (or else the schedule COD), subject to ROW problem and force majeure conditions, then, Discom shall pay a penalty to the SPP @ 25% of the applicable tariff for the period of delay on the quantum of energy, the Solar Power Plant would otherwise have generated.
- 5.6.4 However, no penalty will be levied either on SPP or on Discom(s), if the mismatch between the completion/readiness of power evacuation system and Solar Power Plant is limited to one month.

5.7 Water for Power Generation:

No allocation of water shall be made by Water Resource Department GoR for development of Solar PV Power Plants.

5.8 Interconnection with Discom Sub Station:

- 5.8.1 All solar power plants getting connected to the grid for supplying power to Discoms shall be required to pay connectivity charges @ Rs. 2.0 Lac/MW

and Bidder shall quote tariff considering this aspect. Discom shall provide complete line bay (including civil works) and its interconnection with existing electrical system in 33/11kV Discom GSS at Discom cost. Line Bay includes breakers, CTs, CVT/ PTs, isolators, protection equipments, bus bar material and other allied materials as applicable.

- 5.8.2 In case power evacuation from any solar power plant is made through temporary arrangement due to incomplete approved evacuation system, no charges will be payable by Solar Power Producer for shifting to the approved evacuation system.
- 5.8.3 In case at a later date, a new 33/11 kV GSS is constructed nearby solar power plant, Discom(s) can terminate the 11 kV transmission line to nearby 33/11 kV GSS by suitable augmentation of line. Discom will provide bay in new substation. Surplus Line and Bay resulted due to above augmentation shall be utilized by Discom for system Augmentation.

5.9 Approval of Discom for Connectivity with the Grid:

- 5.9.1 The Solar PV plant should be designed for interconnection with the nearest 33/11 kV substation of Discom at the voltage level of 11 kV. The project developer shall be responsible for entering into transmission evacuation agreement with Discom after allotment of project and signing of PPA. Approval from Discom confirming technical feasibility of the connectivity of the plant to grid substation at the indicated location shall be required immediately after recommendation of land for allotment by RREC to the District Collector.
- 5.9.2 In case selected bidder forms an SPV before signing of PPA then new technical feasibility of connectivity in New SPV name will be required to be taken from Discom after signing of PPA even if same is taken in name of Bidder. This will be also required in all cases where land location is changed.

5.10 CDM Benefits:

Project developers are encouraged to identify the potential role of carbon finance in their investment analysis including: i)The expected revenues from emission reductions; and ii)The cost of power with and without carbon revenues.

The proceeds of carbon credit from approved CDM project shall be shared between Solar Power Generating Company and concerned beneficiaries as per RERC regulations applicable to the Benchmark Tariff.

5.11 Benefit under Renewable Energy Certificate Mechanism:

The SPP, to the extent of capacity contracted with Procurer by signing PPA for supply of power under this RfP will not be availing the benefit of REC in respect of such contracted capacity and such an undertaking would need to be furnished by the SPP.

5.12 Compensation for Loss of generation due to Non-availability/outage of evacuation system solely attributable to Discoms:

- 5.12.1 In case of loss of generation due to non-availability/outage of evacuation system, solely attributable to Discom(s), subject to Force Majeure conditions, the SPP shall be eligible to get compensation towards loss of generation due to such non-availability/outage of evacuation system @ 25% of the applicable tariff on the quantum of energy, the Solar Power Plant would otherwise have generated.
- 5.12.2 To ascertain whether loss of generation was solely attributable to non-availability/outage of evacuation system, the basis will be the voltage parameter indicated by the energy meter and that there should be generation from the plant immediately before such non-availability/outage of the evacuation system or within 15 minutes after restoration of the evacuation system.
- 5.12.3 To ascertain the aforesaid non-availability/outage of the evacuation system & Generation of Solar Power Plant, the TOD provisions of Energy Meter(s) will prevail.

5.13 Weather Monitoring Station:

- 5.13.1 The grid connected solar PV Power Plants will install necessary equipment for regular monitoring of solar irradiance (GHI and tilted), temperature (ambient and Module), wind speed and other weather parameters and simultaneously for monitoring of the electric power generated from the plant. The instruments used for above measurements should remain calibrated for entire duration of PPA.
- 5.13.2 Online arrangement would have to be made by the solar power developer for submission of above data regularly for the entire period of this Power Purchase Agreement to RREC or any other agency authorized by RREC.
- 5.13.3 Reports on above parameters on monthly basis shall be submitted by the solar power developer to RREC for entire period of PPA.

SECTION 6

Formats for Bid Submission

The following formats are required to be submitted as part of the RfP. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Clause 3.6 of Section 3 and other submission requirements specified in the RfP.

- (i) Format of Covering Letter (Format 6.1)
- (ii) Formats for Power of Attorney (Format 6.2)
- (iii) Format for Earnest Money Deposit (EMD) (Format 6.3 A)
- (iv) Format for Bid Bond Bank Guarantee (Format 6.3 B)
- (v) Format for Performance Bank Guarantee (Format 6.3 C)
- (vi) Format for Board Resolutions (Format 6.4)
- (vii) Format for the Consortium Agreement (Format 6.5)
- (viii) Format for Financial Requirement (Format 6.6)
- (ix) Format for Technical Criteria (Format 6.7)
- (x) Format for connectivity of project with Discom(s) Substation (Format 6.8)
- (xi) Format for Disclosure (Format 6.9)
- (xii) Format for Declaration by Bidder regarding Qualifications (Format 6.10)
- (xiii) Declaration by the Bidder/ Lead Member of Bidding Consortium for the Proposed Technology (Format 6.11)
- (xiv) Format for letter having Registration Details & for change in Technology in Registration of Project made earlier (Format 6.12);
- (xv) Format for Discount on RERC Approved Tariff (Format 6.13- an .xls file which contains 3 sheets as BoQ1(for Jaipur zone),BoQ2 (for Ajmer Zone) and BoQ3 (for Jodhpur Zone) which is to be downloaded from www.eproc.rajasthan.gov.in for this RfP.)
- (xvi) Check lists Annexure 3 & 4
- (xvii) Memorandum & Article of Association, Certificate of Incorporation/Registration (if applicable) of Bidding Company / all member companies of Bidding Consortium.
- (xviii) CA Certified copy of Income Tax return filed by the Bidder/Lead member company of Bidding Consortium
- (xix) Certified/notarized copy of Partnership deed (as applicable)
- (xx) Solvency certificate from a scheduled bank (as applicable)

Format – 6.1

Format of Covering Letter

(The covering letter should be on the Letter Head of the Bidder / Lead Member of the Bidding Consortium)

Date: _____

From: (Insert name and address of Bidder / Lead Member of the Bidding Consortium)

Tel.#: _____

Fax#: _____

E-mail address#: _____

To,

Chairman and Managing Director,
Rajasthan Renewable Energy Corporation Ltd,
E-166, Yudhisthir Marg, C-Scheme
Jaipur-302001 (Rajasthan)

Sub: Response to RfP/PV1/RREC/5 for setting up of Grid connected 50 Projects of 1MW Solar PV Plants in Rajasthan under Rajasthan Solar Energy Policy, 2011

Dear Sir,

1. We/I, the undersigned *[insert name of the 'Bidder']* having read, examined and understood in detail the RfP and PPA for supply of solar power for 25 years to Procurer(s), hereby submit our/my response to RfP for setting up of Grid Connected ---no's projects of 1MW Solar PV Plant, as detailed hereunder in Rajasthan under Rajasthan Solar Energy Policy, 2011.

S.No.	Name of Zone/Discom	Name of GSS
1		

2. We/I give our/my unconditional acceptance to the RfP/PV1/RREC/5 and PPA attached thereto, issued by RREC. We shall ensure that the PPA is executed as per the provisions of the RfP and provisions of PPA shall be binding on us/me.
3. We/I confirm that our/my Project of capacity 1 MW shall be commissioned within 12 months of the date of signing of PPA.
4. We/I have registered for Solar Power Plant capacity of ----- MW under Registration No. ----- with RREC out of which ----- MW has been allocated to me by RREC. The capacity of the Solar PV Project offered by us/me is ---- MW.

RfP/PV1/RREC/5 Solar PV Plants

5. Earnest Money Deposit (EMD).
We/I have enclosed EMD of Rs. (Insert Amount), in the form of bank guarantee no.....[*Insert bank guarantee number*] dated [*Insert date of bank guarantee*] as per Format 6.3A from [*Insert name of bank providing bank guarantee*] and valid up to.....in terms of Clause 3.16 of this RfP.
6. We including our Parent or Affiliates have submitted our bid for each project separately for development of total ----- Projects of 1 MW AC size using a Solar PV technology at different locations as per details given hereunder indicating the name of GSS and name of bidder: [*In case the bidder is a company*]
7. The capacity of the each Solar PV Project offered by us/me is 1 MW AC to be connected on 11kV level at Discoms 33/11kV Substation in Rajasthan. We/I confirm that distance between Power plant and Discoms 33/11kV Substation shall not be more than 7 km in any case.
8. We/I have submitted our/my response to RfP strictly as per Section – 6 (Formats) of this RfP, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
9. Acceptance
We/I hereby unconditionally and irrevocably agree and accept that the decision made by the RREC in respect of any matter regarding or arising out of the RfP shall be binding on us/me. We/I hereby expressly waive any and all claims in respect of this process.
10. Familiarity with Relevant Indian Laws & Regulations
We/I confirm that we/I have studied the provisions of the relevant Indian laws and regulations as required to enable us/me to submit this response to RfP and execute the PPA, in the event of our/my selection as Successful Bidder.
11. We/I are/am submitting herewith our/my response to the RfP with formats duly signed as desired by you in the RfP for your consideration on www.eproc.rajasthan.gov.in
12. It is confirmed that our/my response to the RfP is consistent with all the requirements of submission as stated in the RfP and subsequent communications from the RREC.
13. The information submitted in our/my response to the RfP is correct to the best of our/my knowledge and understanding. We/I would be solely responsible for any errors or omissions in our/my response to the RfP.
14. We/I confirm that all the terms and conditions of our Bid are valid up to a period of six (6) months from the date of opening of RfP.

RfP/PV1/RREC/5 Solar PV Plants

Contact Person

Details of the contact person are furnished as under:

Name :
Designation :
Company/Firm :
Address :
Phone Nos. :
Fax Nos. :
E-mail address :

- 15 We/I have neither made any statement nor provided any information in this Bid, which to the best of our/my knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our/my Bid are true and accurate. In case this is found to be incorrect after our/my selection as Successful Bidder, we/I agree that the same would be treated as a Seller's event of default under PPA, and consequent provisions of PPA shall apply.

Dated the ____day of _____, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Bidder/Partner/Person Authorized by the board)

Format – 6.2

Format for Power of Attorney to be provided by each of the other members of the Consortium in favor of the Lead Member

Power of Attorney

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

Know all men by these presents that
M/s.....having its registered office at
....., and M/s having its
registered office at , (Insert names and registered
offices of all Members of the Consortium) the Members of Consortium have
formed a Bidding Consortium named..... (insert name of the
Consortium if finalized) (herein after called the 'Consortium') vide
Consortium Agreement dated..... and having
agreed to appoint M/s.....as the Lead
Member of the said Consortium do hereby constitute, nominate and
appoint M/s.....a company incorporated under the laws
ofand having its Registered /Head Office at
.....as our duly constituted lawful Attorney (hereinafter called as
Lead Member) to exercise all or any of the powers for and on behalf of the
Consortium in regard to submission of the response to RfP and if required,
submission of Bid against RfP (in the event of short listing as a qualified
Bidder). We also authorize the said Lead Member to undertake the following
acts:

- i. To submit on behalf of Consortium Members response to RfP
and if required, to submit Bid in response to RfP.
- ii. To do any other act or submit any information and document related
to the above response to RfP, if required.

It is expressly understood that in the event of the Consortium being
selected as Successful Bidder, this Power of Attorney shall remain valid,
binding and irrevocable until the Bidding Consortium achieves execution of
PPA.

We as the Member of the Consortium agree and undertake to ratify and
confirm all whatsoever the said Attorney/Lead Member has done on
behalf of the Consortium Members pursuant to this Power of Attorney and
the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s, as
the Member of the Consortium have executed these presents on this.....
day ofunder the Common Seal of our company.

RfP/PV1/RREC/5 Solar PV Plants

For and on behalf of Consortium Member

M/s.....

(Signature of person authorized by the board)

(Name Designation Place:

Date☺

Accepted-

(Signature, Name, Designation and Address
of the person authorized by the board of the Lead Member)

Attested-

(Signature of the executants)

-

(Signature & stamp of Notary of the place of execution)

Place:-----

Date:-----

Note: - Lead Member in the Consortium shall have the controlling shareholding in the company having more than 50% of voting rights in the company.

Format 6.3 A
Format for Earnest Money Deposit

(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 'Bidder') submitting the response to RfP inter alia for selection of the project of the capacity of MW, at[*Insert Capacity of Plant and name of the place*] under RfP/PV1/RREC/5 for supply of power there from on long term basis, in response to the RfP dated____ issued by Rajasthan Renewable Energy Corporation Ltd (RREC) and RREC considering such response to the RfP of[*insert the name of the Bidder*] as per the terms of the RfP, the_ [*insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to RREC at Jaipur forthwith on demand in writing from RREC or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees -----[*Insert amount not less than that derived on the basis of Rs. 10 Lacs per MW of capacity proposed*] only, on behalf of Mr./M/s._____[*Insert name of the Bidder*].

This guarantee shall be valid and binding on this Bank up to and including____ [*insert date of validity in accordance with clause 3.16 of this RfP*] 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_____[*insert date of validity in accordance with clause 3.16 of this RfP*]. RREC shall be entitled to invoke this Guarantee till _____[*insert date of validity in accordance with clause 3.16 of this RfP*].

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [*Insert name of the Bidder*] and/or any other person. The Guarantor Bank shall not require RREC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against RREC in respect of any payment made hereunder:

RfP/PV1/RREC/5 Solar PV Plants

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Jaipur Rajasthan 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 RREC shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by RREC or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to RREC and may be assigned, in whole or in part, (whether absolutely or by way of security) by RREC to any entity to whom RREC is entitled to assign its rights and obligations under the PPA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____ [Date to be inserted on the basis of Clause 3.16 of this RfP]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if RREC 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____

Format 6.3 B
Format for Bid Bond

(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/ Lead Member (in case of Consortium)] (hereinafter referred to as 'Bidder') submitting the response to RfP inter alia for selection of the project of the capacity of MW, at[Insert Capacity of Plant and name of the place] under RfP/PV1/RREC/5 for supply of power from there on long term basis, in response to the RfP dated ___ issued by Rajasthan Renewable Energy Corporation Limited, Jaipur (herein after referred to as RREC) and RREC considering such response to the RfP of[insert the name of the Bidder] as per the terms of the RfP, the _[insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to RREC at E-166 Yudhisthir Marg, C-Scheme, Jaipur-302001 forthwith on demand in writing from RREC or any Officer authorized by it in on its behalf, any amount up to and not exceeding Rupees -----[Insert amount not less than that derived on the basis of Bid Bond Calculation Sheet] only, on behalf of Mr./M/s. ___ [Insert name of the Bidder] .

This guarantee shall be valid and binding on this Bank up to and including [*insert date of validity in accordance with clause 3.16 of this RfP*] 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 ___[*insert date of validity in accordance with clause 3.16 of this RfP*] and RREC shall be entitled to invoke this Guarantee till ___[*insert date of validity in accordance with clause 3.16 of this RfP*].

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the Bidder] and/or any other person. The Guarantor Bank shall not require RREC to justify the invocation of this BANK

RfP/PV1/RREC/5 Solar PV Plants

GUARANTEE, nor shall the Guarantor Bank have any recourse against RREC in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi 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 RREC shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by RREC or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to RREC and may be assigned, in whole or in part, (whether absolutely or by way of security) by RREC to any entity to whom RREC is entitled to assign its rights and obligations under the PPA.

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 RREC 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.
- 2.

Format 6.3 C

Format for Performance Guarantee

Note: - 1 Total Performance Guarantee including conversion of EMD (@ Rs. 10 Lakh/MW), Bid Bond & Performance Guarantee (@ Rs.15 Lakh/MW)

(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 selected Solar Power Developer') submitting the response to RfP inter alia for selection of the project of the capacity of MW, at[*Insert name of the place*] under RfP/PV1/RREC/5 for supply of power there from on long term basis, in response to the RfP dated issued by RREC and RREC[*Insert Name of the Place from the address*] considering such response to the RfP of[*insert the name of the selected Solar Power Developer*] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Solar Power Project of the developer and issuing Letter of Intent No ----- to (Insert Name of selected Solar Power Developer) as per terms of RfP and the same having been accepted by the selected SPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Solar Power Developer or a Project Company, M/s ----- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfP, the [*insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to RREC at [*Insert Name of the Place from the address*] forthwith on demand in writing from RREC or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s _____ [Insert name of the selected Solar Power Developer/ Project Company]

This guarantee shall be valid and binding on this Bank up to and including (valid for a period of 15 months from the date of signing of PPA) 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 RREC or their authorized representatives shall be entitled to invoke this Guarantee till_____

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The Guarantor Bank hereby agrees and acknowledges that the procurer(s) or their authorized representatives 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 RREC or their authorized representatives, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to RREC or their authorized representatives.

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 RREC(s) or their authorized representatives to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against RREC or their authorized representatives in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Jaipur, Rajasthan 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 RREC or their authorized representatives 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 procurer(s) or their authorized representatives or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Developer / Project Company .

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to procurer(s) or their authorized representatives and may be assigned, in whole or in part, (whether absolutely or by way of security) by RREC or their authorized representatives to any entity to whom RREC or their authorized representatives is entitled to assign its rights and obligations under the PPA.

RfP/PV1/RREC/5 Solar PV Plants

Notwithstanding anything contained herein above, 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 RREC or their authorized representatives 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 executed by any of the Bank from the List of Banks enclosed.

Format 6.4

Format for Board Resolutions

The Board, after discussion, at the duly convened Meeting on (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956, passed the following Resolution:

1. RESOLVED THAT Mr/Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfP/PV1/RREC/5 for the Project 'Selection of Setting up of 1MW (AC) each Grid connected small Solar PV Plant to be connected on 11kV level at Discoms 33/11kV Substation in Rajasthan including signing and submission of all documents and providing information/response to RfP/PV1/RREC/5 to RREC, representing us in all matters before RREC, and generally dealing with RREC in all matters in connection with our bid for the said Project. (To be provided by the Bidding Company or the Lead Member of the Consortium)
2. FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest total equity in the Project. (To be provided by the Bidding Company)

[Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided]

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest (-----%) equity [*Insert the % equity commitment as specified in Consortium Agreement*] in the Project. (To be provided by the each Member of the Bidding Consortium including Lead Member such that total equity is 100%)

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s -----[*Insert the name of other Members in the Consortium*] and Mr/Ms....., be and is hereby authorized to execute the Consortium Agreement. (To be provided by the each Member of the Bidding Consortium including Lead Member)

And

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated executed by the Consortium as per the provisions of the RfP. [To be passed by the Lead Member of the Bidding Consortium]

3. FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to M/s. (Insert name of Bidding Company/ Consortium Member(s)) to use our financial capability for meeting the Qualification Requirements for the Project 'Selection of Grid Connected 1MW (AC) Solar PV Plant to be connected on 11kV level at Discoms 33/11kV Substation in Rajasthan against RfP/PV1/RREC/5 and confirm that all the equity investment obligations of M/s.....(Insert Name of Bidding Company/ Consortium Member(s)), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us. [To be passed by the entity(s) whose financial credentials have been used]

Certified true copy-

(Signature, Name and stamp of Company Secretary)

Notes:-

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary.

Memorandum and Articles of Association of the Bidder and its parent/affiliate) whose credentials have been used should be submitted.

- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

Format 6.5
Format for Consortium Agreement

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

THIS Consortium Agreement (“Agreement”) executed on this _____ day of Two thousand _____ between M/s [insert name of Lead Member] _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (herein after called the “Member-1”, which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “Member-2”, which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “Member-n”, which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfP/PV1/RREC/5, and execution of Power Purchase Agreement (in case of award), against this RfP issued by RREC a Company incorporated under the [Company’s Act, 1956, and having its Registered Office at _____ or _____ constituted under

WHEREAS, each Member individually shall be referred to as the “Member” and all of the Members shall be collectively referred to as the “Members” in this Agreement.

WHEREAS the RREC desire to purchase power as per the directives of Government of Rajasthan.

WHEREAS, the RREC had invited response to RfP vide its Request for Proposal (RfP) dated

WHEREAS the RfP stipulates that in case response to RfP is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by RREC wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _____), shall act as the Lead Member as defined in the RfP for self and agent for and on behalf of Member-2, -----, Member-n.

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2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the project Company is/shall be in the following proportion:

Name	Percentage
Member 1	---
Member 2	---
Member n	---
Total	100%

We acknowledge that after execution of PPA, the controlling shareholding (more than 50% of the voting rights) in the Project Company developing the Project shall be maintained for a period of (1) one year after commencement of supply of power.

6. The Lead Member, on behalf of the Consortium, shall *inter alia* undertake full responsibility for liaising with Lenders and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the PPA.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any

way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.

10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Jaipur alone shall have the exclusive jurisdiction in all matters relating thereto and arising there-under.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of Procurer(s) in terms of the RfP.
12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by Procurer.
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to the RfP Bid.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of Procurer.
- 15. This Agreement:**
 - (a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - (b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - (c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of Procurer/Authorized Representative.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfP & PPA.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year

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first mentioned above.

For M/s-----

[Member 1]

(Signature, Name & Designation of the person authorized vide Board Resolution)

Dated [●])

Witnesses:

1) Signature-----

Name:

Address:

2) Signature -----

Name:

Address:

For M/s-----[Member 2]

(signature, Name & Designation of the person authorized vide Board Resolution

Dated [●])

Witnesses

1) Signature -----

Name:

Address:

2) Signature -----

Name:

Address:

For M/s-----[Member n]

(signature, Name & Designation of the person authorized vide Board Resolution

Dated [●])

Witnesses

1) Signature -----

Name:

Address:

(2) Signature -----

Name:

Address:

Signature and stamp of Notary of the place of execution

Note: -Technology Partner in a Consortium shall be a company with equity participation less than 10%.

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Format 6.6

Format for Financial Requirement – Net Worth [On the letter head of Bidder]

To,

The Chairman and Managing Director,
Rajasthan Renewable Energy Corporation Ltd,
E-166, Yudhisthir Marg, C-Scheme,
Jaipur-302001 (Rajasthan)

Sub: Response to RfP/PV1/RREC/5 for setting up of Grid connected 50 Projects of 1MW Solar PV Plants in Rajasthan under Rajasthan Solar Energy Policy, 2011.

We certify that the Bidder/Member in a Bidding Consortium has a Net Worth of Rs. (Rs..... Crore) or equivalent US\$ based on:

(i) For Existing entities

Description	Select any on (whichever is applicable)
Audited annual accounts of any of the last three (3) financial years, 2010-11 2011-12 and 2012-13 [<i>Strike out the financial years not applicable</i>].	Applicable / Not applicable
OR	
Net Worth as on day dd/mm/yyyy more than seven days prior to the last date of submission of response to RfP by the bidder)	Applicable / Not applicable

(ii) For new entities

Net Worth as on day dd/mm/yyyy more than seven days prior to the last date of submission of response to RfP by the bidder)

Net Worth has been calculated in accordance with instructions provided in clause 3.6 A of the RfP.

Exhibit (i): Applicable in case of a Bidder other than member in Consortium

For the above calculations, we have considered the Net-Worth of Proprietorship Concern/Partnership firm/Bidding Company and/ or its Parent / Affiliates as per following details:

RfP/PV1/RREC/5 Solar PV Plants

Name of Proprietorship Concern/ Partnership firm/ Company / Parent/ Affiliate	Name of Company / Parent/ Ultimate Parent/ Affiliate whose Net worth is to be considered, only in case the bidder is a company	Relationship with Bidding Company*	Either Financial Year to be considered for Net Worth or Net worth of the respective Bidder more than seven days prior to submission of RfP	Net Worth (in Rs. Crore) of the Bidder
Company 1				

---			Total	

The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by the company secretary/chartered accountant is required to be attached with the format.

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately)

Name of Member: [Insert name of the Member]

Net Worth Requirement to be met by Member in Proportion to the Equity Commitment: Rs.-----Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered Net Worth by Member in Bidding Consortium and/ or Parent/ Affiliate as per following details:

RfP/PV1/RREC/5 Solar PV Plants

Name of Consortium Member Company	Name of Company / Parent/ Ultimate Parent/ Affiliate/ Consortium Member whose net worth is to be considered	Relationship with Bidding Company* (if any)	Either Financial Year to be considered for Net Worth or Net worth of the respective Company more than seven days prior to submission of RfP	Net Worth (in Rs. Crore) of the Consortium Member Company	Equity Commitment (in %) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
Company 1						

Total						

* The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by the company secretary/chartered accountant is required to be attached with the format.

Name & Signature of the bidder/partner/person Authorized by the Board

Statutory Auditor or Chartered Accountant
(Signature with seal and M.No.)

Date:

Note: Along with the above format, in a separate sheet, provide details of computation of Net Worth duly certified by Statutory Auditor (preferable) or CA.

Format- 6.7

Format for Technical Criteria [On the letter head of Bidder]

To,
Chairman and Managing Director,
Rajasthan Renewable Energy Corporation Ltd ,
E-166, Yudhisthir Marg, C-Scheme,
Jaipur-302001 (Rajasthan)

Sub:- Response to RfP/PV1/RREC/5 for setting up of Grid connected 50 Projects each of 1MW Solar PV Plants in Rajasthan under Rajasthan Solar Energy Policy, 2011

Dear Sir,

We hereby undertake to certify in line with clause 3.21 under the title “Financial Closure” that the following details/documents shall be furnished within six months of signing of PPA:-

1. Documents for Technology selection:
 - (i) Order copy /agreement copy, with Technology Provider/supplier for supply of equipments for said technology.
 - (ii) A certificate from the project/client that the technology supplied by the Manufacturer/Technology Provider are established technology and at least one project based on this technology has been in successful operation.
 - (iii) Details of Conventional Technology:
Or
Details of advanced Technology.
2. Details of the project with location and the successful operational period of the project utilizing this technology.
3. Required land for project development is under clear possession of the project developer. In this regard the Project Developer shall be required to furnish the following documentary evidences:-
 - Ownership or lease hold rights from State agency only (for at least 30 years) in the name of the Project Developer and possession of 100% of the area of land (required for project development) for the allotted project. Land can be taken on lease from State agency only.
 - Certificate by the concerned and competent revenue/registration authority for the acquisition / ownership / vesting of the land in the name of the Project Developer.
 - Sworn affidavit from the Authorized person of the developer listing the details of the land and certifying total land required for the project under clear possession of the Project Developer.
 - A certified English translation from an approved translator in case above land documents are in other than English and Hindi Languages.

Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for encashment of our Performance Bank Guarantee.

(Signature & Name of the bidder/partner/ person Authorized By the board)

Format - 6.8

Format for Letter for connectivity for the project to Discom Substation

To,
Chairman and Managing Director,
Rajasthan Renewable Energy Corporation Ltd
E-166, Yudhishtir Marg, C-Scheme
Jaipur-302001 (Rajasthan)

Sub:- Response to RfP/PV1/RREC/5 for setting up of Grid connected 50 Solar PV Plants each of 1 MW in Rajasthan under Rajasthan Solar Energy Policy, 2011.

Dear Sir,

1. We will take approval from Discom confirming technical feasibility of the connectivity of our plant(s) at indentified location(s) to nearby 33/11kV grid substation(s) immediately after recommendation of land(s) for allotment by RREC to collector.
2. After selection as successful Bidder, we will approach to concern Discoms for providing connectivity for----no's of our solar PV Project(s) of 1 MW with the Discom grid at a voltage level of 11 kV. Our project(s) is/are proposed to be located at _____
[Insert locations of the projects sites if identified] or we are yet to identify the site(s) for our projects (Pl delete which is not applicable)
3. We confirm that all electrical equipment and material of solar power generating substation will confirming to state grid code and will be suitable for connectivity of with Discom grid substation.
4. We confirm that all of our 1 MW projects shall be at different locations and our two projects shall not be connected to same 33 kV Substation. We also confirm that if our two projects each of 1MW are nearby locations to each other even then these two projects will be connected to different 33/11 kV GSS. We will not connect our project of 1MW to a 33/11kV GSS where 1MW solar project of our or any other company is already connected or Discom has approved any other project for the connectivity to that 33/11kV GSS.
5. For grid connectivity/construction of line to be arranged by Discoms of Rajasthan, we will submit time-frame for construction of their plant along with Bank Guarantee equivalent to the cost of bay and transmission/ distribution line with an undertaking to use the system within prescribed period. In case there is any delay in utilization of system, we will pay a penalty @ 12% per annum for the period of delay on the amount of Bank Guarantee to Discoms of Rajasthan. We also accept that the Bank Guarantee shall be returned to us by Discom after commissioning of our project and on depositing amount of penalty, if any on account of delay in the utilization of the system.

We confirm that location of our each 1 MW solar plant shall be such that length of 11 kV transmission line shall not be more than 7 km in any case. In case same is more than 5 km then cost of line beyond 5 km shall be borne by us.

(Signature & Name of the bidder/partner/person Authorized by the Board)

Format-6.9

Format for Disclosure

[On the letter head of Bidder /Each Member Company in a Bidding Consortium]

Disclosure

1. We hereby declare and confirm as under :-

- (i) That we are only participating in the RfP Selection process and that our Parent, Affiliate or Ultimate Parent, with which we have direct or indirect relationship, are not separately participating in this selection process

OR

- (ii) That we are participating in the RfP selection process and that in addition to our Proposal, the following companies are also separately participating in this selection process with which we have direct or indirect relationship as our Parent/Affiliate/Ultimate Parent. The names of such other companies are given below: -

Sl.	Name of the Company	Relationship with bidding Company	Capacity (MW)	Location including
1				
2				
...				

2. We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to RfP bid will be rejected and if LOI has been issued or PPA has been signed, the same will be cancelled and the bank guarantees will be en-cashed.

(Signature & Name of the bidder/partner/person Authorized By the board)

Format 6.10

Declaration by the Bidder regarding Qualifications

In relation to my/our Bid submitted to.....
for procurement of..... in response to their Notice
Inviting Bids No..... Dated
..... I/we hereby declare under Section 7 of Rajasthan
Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Place:

Signature of bidder

Name:

Designation:

Address:

FORMAT - 6.11

Declaration by the Solar PV power Developer

1	Name of Bidder/ Lead Member of Bidding Consortium		
2	Registration No. & Capacity registered in RREC	S/...../20....MW	
3	Project proposed		Solar PV
4	Capacity proposed	MW (AC)	1 MW AC
5	Estimated Capacity Utilization Factor	%	
6	Estimated Annual Generation	kWh	
7	Solar PV Projects technology	Crystalline Silicon Solar Cell Modules	
		Thin Film Modules	
		Combination of Crystalline Silicon Solar Cell Modules and Thin Film Modules	
		Concentrated PV Modules	
		Any Other Technology	

We undertake that the technical parameters of PV modules to be used for setting up the Solar Power Plant will be as per Annexure 1 of RfP.

(Signature & Name of the bidder/partner/person Authorized By the board)

FORMAT - 6.12

**Format for letter having Registration Details & for change in Technology in
Registration of Project made earlier**

The Bidder or Member of Consortium is registered with RREC as under:-

Name of Bidder and Address	
Registration No.	
Capacity registered for solar Power plant MW
Technology under which Registration made or changed earlier	Solar Thermal ForMW Solar PV forMW

We have applied for establishing Solar Power Plant as under:-

1. Capacity of solar power plant already under implementation/ commissioned under various schemes MW
2. Capacity applied against RfP/PV1/RREC/5 MW
Change in registration of Thermal Technology to Solar PV Technology or Change in registration Solar PV Technology to Thermal Technology MW MW

(Signature & Name of the bidder/partner/person Authorized By the Board)

RfP/PV1/RREC/5 Solar PV Plants

FORMAT – 6.13

(Format for Discount on RERC Approved Tariff)

Tender Inviting Authority: Rajasthan Renewable Energy Corporation Limited.				
Name of Work: Selection of 50 projects each of 1MW (AC) Solar PV Plant to be connected on 11kV level at 33/11kV Discom's Substation in Rajasthan Under Rajasthan Solar Energy Policy 2011				
Contract No. RfP/PV1/RREC/5				
Bidder Name:				
Selected Zone				
Sl. No.	Location of GSS	Benchmark Tariff (In Paisa)	Discount Offered (In Paisa)	Tariff Offered after Discount (in Paisa)
1	Selected GSS	731		
2	Selected GSS	731		
n				

Signature of Authorized Signatory of the Bidder: Date:

(Please also affix Bidder's Stamp.)

RfP/PV1/RREC/5

Technical Parameter of PV Module for use in Grid Connected Solar Power Plants

The following are some of the technical measures required to ensure quality of the PV modules used in grid connected solar power projects.

1. PV Module Qualification

- 1.1 The PV modules used in the grid connected solar power projects must qualify to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards.

Crystalline Silicon Solar Cell Modules	IEC 61215
Thin Film Modules	IEC 61646
Concentrator PV modules	IEC 62108

- 1.2 In addition, PV modules must qualify to IEC 61730 for safety qualification testing. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.

2. Authorized Test Centres

The PV modules must be tested and approved by one of the IEC authorized test centres. In addition a PV module qualification test certificate as per IEC standard, issued by ETDC, Bangalore or Solar Energy Centre will also be valid. Ministry will review the list of authorized testing laboratories/centres from time to time.

3. Warranty

- The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- PV modules used in grid connected solar power plants must be warranted for output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.

4. Identification and Traceability

Each PV module used in any solar power project must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions.)

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)

- iv. Country of origin (separately for solar cells and module) (v) I-V curve for the module
 - v. I-V curve for the module.
 - vi. Wattage, I_m , V_m and FF for the module
 - vii. Unique Serial No and Model No of the module
 - viii. Date and year of obtaining IEC PV module qualification certificate
 - ix. Name of the test lab issuing IEC certificate
 - x. Other relevant information on traceability of solar cells and module as per ISO 9000.
5. All grid solar PV power plants must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to the Ministry on line and/ or through a report on regular basis for the entire duration of PPA.
6. Suitable measurement facility should be placed as close as possible to the solar plants. A common measurement facility may be allowed to be used by the plants located within a radius of five kilometers from this facility. This shall be subject to the conditions that
- i) It is certified by the participating developers that the topography of the place remains similar in this range of distance;
 - ii) Participating project developers agree on sharing of the data, maintenance of the facility, quality checks on the data, etc.

List of Banks

SCHEDULED COMMERCIAL BANKS

A SBI AND ASSOCIATES

1. State Bank of India
2. State Bank of Bikaner & Jaipur
3. State Bank of Hyderabad
4. State Bank of Indore
5. State Bank of Mysore
6. State Bank of Patiala
7. State Bank of Travancore

D Scheduled Private Bank List

1. Federal Bank Ltd.
2. ING Vysya Bank Ltd.
3. Axis Bank Ltd.
4. ICICI Bank Ltd.
5. HDFC Bank Ltd.
6. Yes Bank Ltd.
7. IndusInd Bank Ltd.
8. IDBI Bank Ltd
9. Kotak Mahindra Bank

B NATIONALISED BANKS

1. Allahabad Bank
2. Andhra Bank
3. Bank of India
4. Bank of Maharashtra
5. Canara Bank
6. Central Bank of India'
7. Corporation Bank
8. Dena Bank
9. Indian Bank
10. Indian Overseas Bank
11. Oriental Bank of Commerce
12. Punjab National Bank
13. Punjab & Sind Bank
14. Syndicate Bank
15. Union Bank of India
16. United Bank of India
17. UCO Bank
18. Vijaya Bank
19. Bank of Baroda

C. SCHEDULED FOREIGN BANKS

1. Bank of America NA
2. Bank of Tokyo Mitsubishi UFJ Ltd.
3. BNP Paribas
4. Calyon Bank
5. Citi Bank N.A.
6. Deutsche Bank A.G
7. The Hongkong and Shanghai Banking Corpn. Ltd.
8. Standard Chartered Bank
9. Societe Generale
10. Barclays Bank
11. ABN Amro Bank N.V.
12. Bank of Nova Scotia
13. Development Bank of Singapore (DBS, Bank Ltd.)

NOTE: The list can be modified by RREC

CHECK LIST

Sl.No.	Details of checks	YES/NO.
a)	Is the BG on non-judicial Stamp paper of appropriate value, as per Stamp Act [i.e.] submitted.	
b)	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also the Stamp Paper should not be	
c)	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank.	
d)	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?	
e)	Is each page of BG duly signed / initialed by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed	
f)	Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
i)	Are the factual details such as Bid Document No. / Specification No./ Amount of BG and Validity of BG correctly mentioned in the BG	
j)	Whether overwriting/cutting if any on the BG have been properly authenticated under signature & seal of executants?	
k)	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
l)	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	

RfP/PV1/RREC/5 Solar PV Plants

Annexure 4

Check List of Documents to be submitted alongwith RfP to RREC

1	Format of Covering Letter (Format 6.1)	Yes
2	Formats for Power of Attorney (Format 6.2)	Yes
3	Format for Earnest Money Deposit (EMD)(Format 6.3 A)	Yes
4	Format for Board Resolutions (Format 6.4)	Yes/NA
5	Format for the Consortium Agreement (Format 6.5)	Yes/NA
6	Format for Financial Requirement (Format 6.6)	Yes
7	Format for Technical Criteria (Format 6.7)	Yes
8	Format for Connectivity of Project with Discoms Substation (Format 6.8)	Yes
9	Format for Disclosure (Format 6.9)	Yes
10	Format for Declaration by the Bidder for Qualification (Format 6.10)	Yes
11	Memorandum & Article of Association, Certificate of Incorporation (if applicable) of Bidding Company / all member companies of Bidding Consortium.	Yes
12	Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology (Format 6.11)	Yes
13	Format for letter having Registration Details & for change in Technology in Registration of Project made earlier (Format 6.12);	Yes
14	Check lists Annexure 3	Yes
15	Check lists Annexure 4	Yes
16	CA Certified copy of Income Tax return filed by the Bidder/Lead member company of Bidding Consortium	Yes
17	Certified/notarized copy of Partnership deed (as applicable) Yes	
18	Solvency certificate from a scheduled bank (as applicable) Yes	

RfP/PV1/RREC/5 Solar PV Plants

Annexure 5

Name of 33/11 kV Sub-stations for each Discoms/Zone for which bidders may bid.

A. Jaipur Discom:

S.No.	Name of Village	Tehsil	District
1	Santha	Mahwa	Dausa
2	Sainthal	Dausa	Dausa
3	Gurha-Katla	Baswa	Dausa
4	Paota	Mahwa	Dausa
5	Manpur	Sikrai	Dausa
6	Chharera	Dausa	Dausa
7	Sikrai	Sikrai	Dausa
8	Paparda	Dausa	Dausa
9	Alooda	Dausa	Dausa
10	Mandawari	Lalsot	Dausa
11	Sikandara	Sikrai	Dausa
12	Lawan	Dausa	Dausa
13	Geejgarh	Sikrai	Dausa
14	Bhandarej	Dausa	Dausa
15	Baswa	Baswa	Dausa
16	Gothra	Hindoli	Bundi
17	Karwar	Nainwa	Bundi
18	Dabi	Bundi	Bundi
19	Hindoli	Hindoli	Bundi
20	Dei	Nainwa	Bundi
21	Piplai	Bamanwas	SawaiMadhopur
22	Kushtala	SawaiMadhopur	SawaiMadhopur
23	Khandeep	Gangapur	SawaiMadhopur
24	Malarna Chaur	M.Doongar	SawaiMadhopur
25	Shiwar	CKB	SawaiMadhopur
26	Soorwal	SawaiMadhopur	SawaiMadhopur
27	Bhagwatgarh	CKB	SawaiMadhopur
28	Kasba Khandar	Khandar	SawaiMadhopur
29	Chauth-Ka-Barwara	CKB	SawaiMadhopur
30	Wazeerpur	Gangapur	SawaiMadhopur
31	Kasba Bonli	Bonli	SawaiMadhopur
32	Deoli	Deoli	Tonk
33	Tordi	Malpura	Tonk
34	Lamba Hari Singh	Malpura	Tonk
35	Pachewar	Malpura	Tonk
36	Nasirda	Deoli	Tonk
37	Aligarh	Uniara	Tonk
38	Jhilai	Newai	Tonk
39	Banetha	Uniara	Tonk
40	Dooni	Deoli	Tonk
41	Diggi	Malpura	Tonk

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B. Jodhpur Discom:

S.No.	Name of Village	Tehsil	District
1	Ummedabad	Jalore	Jalore
2	Santhoo	Jalore	Jalore
3	Bagra	Jalore	Jalore
4	Siyana	Jalore	Jalore
5	Sayla	Sayla	Jalore
6	Ahore	Ahore	Jalore
7	Ramseen	Bhinmal	Jalore
8	Baloonda	Jaitaran	Pali
9	Nimaj	Jaitaran	Pali
10	Bar	Raipur	Pali
11	Kushalpura	Raipur	Pali
12	Raipur	Raipur	Pali
13	Peepaliyan Kalan	Raipur	Pali
14	Bagri	Sojat	Pali
15	Jojawar	Marwar Junction	Pali
16	Kantaliya	Marwar Junction	Pali
17	Desuri	Desuri	Pali
18	Nadol	Desuri	Pali
19	Koselao	Sumerpur	Pali
20	Sanderao	Sumerpur	Pali
21	Beejapur	Sumerpur	Pali
22	Mundara	Sumerpur	Pali
23	Bera	Sumerpur	Pali
24	Nana	Sumerpur	Pali
25	Kalandri	Sirohi	Sirohi
26	Jawal	Sirohi	Sirohi
27	Rohira	Pindwara	Sirohi
28	Swaroopganj	Pindwara	Sirohi
29	Jhadoli	Pindwara	Sirohi
30	Mandar	Reodar	Sirohi
31	Momasar	Sri Dungargarh	Bikaner

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C. Ajmer Discom:

S.No.	Name of Village	Tehsil	District
1	Merta Road	Merta	Nagaur
2	Chitawa	Kunchman	Nagaur
3	Lichana	Nawa	Nagaur
4	Meethri	Nawa	Nagaur
5	Maroth	Nawa	Nagaur
6	Jayal	Jayal	Nagaur
7	Harsore	Degana	Nagaur
8	Deh	Jayal	Nagaur
9	Bagot	Parbatsar	Nagaur
10	Doondlod	Nawalgarh	Jhunjhunu
11	Islampur	Chirawa	Jhunjhunu
12	Baragaon	Jhunjhunu	Jhunjhunu
13	Shimla	Khetri	Jhunjhunu
14	Nua	Jhunjhunu	Jhunjhunu
15	Shahpura	Shahpura	Bhilwara
16	Mandal	Mandal	Bhilwara
17	Raipur	Raipur	Bhilwara
18	Mandalgarh	Mandalgarh	Bhilwara
19	Koteri	Jahajpur	Bhilwara
20	Sursura	Kishangarh	Ajmer
21	Peesangan	Peesangan	Ajmer
22	Govindgarh	Peesangan	Ajmer
23	Masuda	Masuda	Ajmer
24	Jawaja	Beawar	Ajmer
25	Mangloona	LaxmanGarh	Sikar
26	Pachar	Danta Ramgarh	Sikar
27	Mehroli	Reengus	Sikar
28	Danta Ramgarh	Danta Ramgarh	Sikar
29	LaxmanGarh	LaxmanGarh	Sikar
30	Neemkathana	Neemkathana	Sikar
31	Patan	Neemkathana	Sikar

Note: Name and number of 33/11 kV Sub-stations may undergo change.

Compliance with the Code of integrity and No Conflict of interest

Any person participating in a procurement process shall –

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

- a. have controlling partners/ shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative for purposes of the Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this

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- does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring entity as engineer-in-charge consultant for the contract.

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is CMD, RREC, Jaipur

The designation and address of the Second Appellate Authority is Pr. Secretary, Energy, GoR, Jaipur

(1) **Filing an appeal**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) **Appeal not to lie in certain cases**

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under para (I) or (3) above shall be in the annexed Form alongwith as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

- (i) hear all the parties to appeal present before him; and
- (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

Annexure-8

Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a financial bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be

entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

- iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

Annexure-9

POWER PURCHASE AGREEMENT

FOR

PROCUREMENT OF 1MW

SOLAR PV POWER ON LONG TERM BASIS

(UNDER RAJASTHAN SOLAR ENERGY POLICY, 2011) BETWEEN

Mr/M/s.....

AND

RAJASTHAN RENEWABLE ENERGY CORPORATION LTD. (RREC)

RfP/PV1/RREC/5 Solar PV Plants

This Power Purchase Agreement is made on the day th of Month, 2013
at Jaipur.

Between

Mr./Ms./ M/s an individual
(Proprietorship concern)/a partnership firm registered with the Income Tax
Department and Registrar of Firms /a company incorporated under the
Companies Act 1956, having its/his registered office at
....., (herein after referred to as
“Seller” or “Solar Power Producer or SPP/SPD”, which expression shall, unless
repugnant to the context or meaning thereof, be deemed to include its successors
and permitted assigns) as a Party of the first part;

And

Rajasthan Renewable Energy Corporation LIMITED, a company incorporated
under the Companies Act 1956, having its registered office at E-166,
Yudhisthir Marg, C-Scheme., Jaipur (hereinafter referred to as “RREC”, or
“Procurer” which expression shall, unless repugnant to the context or meaning
thereof, be deemed to include its successors and permitted assigns) as a Party of
the second part.

Seller or “Solar power producers” and Procurer are individually referred to as
‘Party’ and collectively referred to as ‘Parties’.

Whereas:

- a) Rajasthan Solar Energy Policy, 2011 has been issued by Government of
Rajasthan vide Notification No. F. 20 (6) Energy /2010 dated 19.04.2011 as

RfP/PV1/RREC/5 Solar PV Plants

amended time to time, for promoting the Solar energy in Rajasthan. The State will support setting up of 50 projects each of 1MW (AC), 11kV Grid connected small Solar Photo voltaic (PV) Plant for supply of power to Discoms of Rajasthan as per clause 5.1.7(ii) of Policy. As per directives of the Government of Rajasthan, RREC will select solar power producers for setting up of 50 projects each of 1MW (AC), 11kV Grid connected small Solar Photo voltaic (PV) Plant (total capacity 50MW). Selection of these Solar Power Projects shall be through tariff based competitive bidding process. Rajasthan Renewable Energy Corporation Ltd. hereinafter referred to as “Procurer”, will purchase power generated from the selected 50 Solar PV Projects each of 1 MW capacity for 25 years.

- b) As per Rajasthan Solar Energy Policy 2011, RREC has initiated a competitive bidding process through issue of RfP (Request for Proposal) Document for selecting SPP's for setting up of 1 MW Solar PV Project to be connected on 11kV level at 33/11kV Discom(s) substation (total aggregate capacity of 50MW) for supply of solar energy for 25 years to Procurer
- c) The M/s (SPP) after meeting the eligibility requirements has been selected by RREC for the construction, operation & maintenance and supply of power from the Solar PV project of capacity 1MW to the Procurer in accordance with the terms of this Agreement.
- d) SPP desires to set up 1MW (AC) small Solar Photo voltaic (PV) Plant inter-connected at 11kV level at 33/11kV Discom(s) substation at village:....., Tehsil:, District: in Rajasthan.
- e) Pursuant to the issuance of Letter of Intent (LOI) by RREC to the SPP, the SPP has agreed to set up 1MW (AC) small Solar Photo voltaic (PV) Plant inter-connected at 11kV level at 33/11kV Discom(s) substation at village:, Tehsil:, District: in Rajasthan.
- f) RREC agrees to purchase such Solar Power, at the tariff of paisa per KWh, from the selected SPP as an intermediary and sell it to Discoms of Rajasthan up to the contracted capacity as per terms & conditions of this agreement.
- g) The SPP has provided to the Procurer, total Performance Bank Guarantee(s) as per format specified in Annexure 6.3 C of RfP.
- h) The SPP agrees to sign this Power Purchase Agreement with Procurer for sale of 1 MW (AC) Solar Photovoltaic Power by the SPP to the Procurer for 25 years as per the terms and conditions of this Agreement.
- i) Procurer agree(s) to procure Solar Photovoltaic Power of the Contracted Capacity of 1MW(AC) from the SPP as per the terms & conditions of this agreement.
- j) The Parties hereby agree to execute this Power Purchase Agreement setting out the terms and conditions for the sale of power by SPP to Procurer.

Now therefore, in consideration of the premises and mutual agreements,

covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows:

ARTICLE 1: DEFINITIONS, INTERPRETATION AND GENERAL PROVISIONS:

1.1 Definitions

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

=	
“Act” or “Electricity Act, 2003”	Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
“Agreement” or “Power Purchase Agreement” or “PPA”	shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof;
“Appropriate Commission”	shall mean the Rajasthan Electricity Regulatory Commission.
“Bill Dispute Notice”	shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party;
“Capacity Utilisation Factor” or ‘CUF’	shall mean Energy measured (kWh)/(365*24*installed capacity of the plant).
“Change in Law”	shall have the meaning ascribed thereto in Article 12.1 of this Agreement;
“Competent Court of Law”	shall mean any court or tribunal or any similar judicial or quasi-judicial body in Rajasthan that has jurisdiction to adjudicate upon issues relating to this Agreement;
“Consultation Period”	shall mean the period of sixty (60) days or such other longer period as the Parties may agree, commencing from the date of issuance of a Seller Preliminary Default Notice or Procurer Preliminary Default Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all
“Contract Year”	shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement.

"Contracted Capacity"	shall mean For 1MW capacity – Minimum 1 MW DC arrays capacity and maximum 1.1 MW DC arrays capacity.
"Day"	shall mean a day, if such a day is not a working Day, the immediately succeeding working day;
"Delivery Point"	shall mean the interconnection point at the outgoing terminal at switchyard of SPP.
"Dispute"	shall mean any dispute or difference of any kind between the Seller and the Procurer in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16 of this Agreement.
"Due Date"	shall mean 34 th day from receipt of bill by RREC from SPP, if such day is not a working day, the immediately succeeding working day.
"Effective Date"	shall have the meaning ascribed thereto in Article 2.1 of this Agreement;
"Electricity Laws"	shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission.
"Energy Accounts"	shall mean the monthly energy accounts prepared by the SLDC as per State Grid Code and relevant regulations issued by RERC (as per their prescribed methodology) and including the revisions and amendments thereof.
"Event of Default"	shall mean the events as defined in Article 13 of this Agreement;
"Expiry Date"	Shall mean the date occurring twenty five (25) years from the date of scheduled commercial operation or date of actual commercial operation of the Solar PV Project, whichever is later;
"Force Majeure" or "Force Majeure Event"	shall have the meaning ascribed thereto in Article 13 of this Agreement;
"Grid Code" / "IEGC" or "State Grid Code"	shall mean the Grid Code specified by the Central Commission under Clause (h) of Sub-section (1) of Section 79 of the Electricity Act and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of Sub-section (1) of Section 86 of the Electricity Act 2003, as applicable;
"Incremental Receivables"	shall mean the amount of receivables, in excess of the amounts which have already been charged or agreed to be charged in favour of the parties by way of a legally binding agreement executed prior to the Effective Date.

“Indian Governmental Instrumentality”	shall mean the Government of India, Governments of State of Rajasthan and any Ministry, Department, Board, Authority, Agency, Corporation, Commission under the direct or indirect control of Government of India or any of the above State Government(s) or both, any political sub-division of any of them
“Invoice” or “Bill”	shall mean either a Monthly Invoice, Monthly Bill or a Supplementary Invoice /Supplementary Bill by any of the Parties;
“Late Payment Surcharge”	shall have the meaning ascribed thereto in Article 10 of this Agreement;
"Law"	shall mean in relation to this Agreement, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of the
“Letter of Credit” or “L/C”	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
"Month"	shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month.
"Party" and "Parties"	shall have the meaning ascribed thereto in the recital to this Agreement;
“Payment Security Mechanism”	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
“Performance Bank Guarantee”	Shall mean the irrevocable unconditional bank guarantee submitted by the SPP to RREC from a Bank as mentioned in RfP;
“Preliminary Default Notice”	shall have the meaning ascribed thereto in Article 13 of this Agreement;
“RBI”	shall mean the Reserve Bank of India;
“Rebate”	shall have the same meaning as ascribed thereto in Article 10.3.4 of this Agreement;
" RREC"	shall mean Rajasthan Renewable Energy Corporation, a Company registered under the Companies Act, 1956 who shall be the Procurer of Solar power
"Rupees", "Rs." or “ ₹ ”	shall mean Indian rupees, the lawful currency of India;

“Scheduled Commercial Operation Date” or “Scheduled COD”	shall be 12 months from the date of signing of PPA.
“SERC”	shall mean the Electricity Regulatory Commission of any State in India constituted under Section-82 of the Electricity Act, 2003 or its successors, and includes a Joint Commission constituted under Sub-section (1) of Section 83 of the Electricity Act 2003;
“SLDC”	shall mean the centre established under Sub-section (1) of Section 31 of the Electricity Act 2003, relevant for the State(s) where the Delivery Point is located;
“SLDC Charges”	shall mean the charges levied by any of the relevant SLDCs on the SPP;
“Solar Photovoltaic” or “Solar PV”	shall mean the solar power project that uses sunlight for direct conversion into electricity and that is being set up by the Seller(s) to provide Solar Power to the Procurer;
“Solar Power”	shall mean power generated from the Solar PV Project;
“State Transmission Utility” or “STU”	shall mean the Board or the Government company notified by the State Government under Sub-section (1) of Section 39 of the Act;
“Tariff”	Shall have the same meaning as provided for in Article 9 of this Agreement;
“Tariff Payments”	shall mean the payments to be made under Monthly Bills as referred to in Article 10;
“Termination Notice”	shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement;
“Term of Agreement”	shall have the meaning ascribed thereto in Article 2 of this Agreement;
“Week”	shall mean a calendar week commencing from 00:00 hours of Monday, and ending at 24:00 hours of the following Sunday;
Working Day	Shall mean with respect to RREC and Discoms, a day other than Sunday or a Statutory holiday, as notified / declared by the Government of Rajasthan

1.2 Interpretation

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

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

construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented only if agreed to between the parties;

- 1.2.11 A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time;
- 1.2.12 A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time;
- 1.2.13 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part;
- 1.2.14 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement;
- 1.2.15 All interest, if applicable and payable under this Agreement, shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty five (365) days;
- 1.2.16 The words “hereof” or “herein”, if and when used in this Agreement shall mean a reference to this Agreement;
- 1.2.17 The terms “including” or “including without limitation” shall mean that any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;

1.3 GENERAL PROVISIONS:

1.3.1 Land

- 1.3.1.1 The Bidder has the option to purchase private land for setting up of Solar PV Plant anywhere in Rajasthan. The conversion of such land for industrial use is required as per clause 14 of Rajasthan Solar Energy Policy, 2011.

Or

The Bidder has the option to get allotment of Govt. land as per clause 14.2 of Rajasthan Solar Energy Policy, 2011. On request for Identified Govt. land by successful Bidder, land shall be allotted to the SPP by the District Collector as per the provision of Rajasthan Land Revenue (Allotment of

RfP/PV1/RREC/5 Solar PV Plants

Land for setting up of power plant based on Renewable Energy Sources) Rules, 2007.

The application for land allotment shall be forwarded to the concerned District Collector and same will be allotted by Revenue department at 10% of the applicable DLC rates to the successful Bidder(s). For setting up Solar Power Plant on different technology, maximum allottable land to SPP shall be as under:-

S. No.	Technology	Max. allottable land
i.	SPV on Crystalline Technology	2.5 Hect./MW
ii.	SPV on Thin Film/Amorphous Technology with or without tracker	3.5 Hect./MW
iii.	SPV on Crystalline Technology with Tracker	3.5 Hect./MW

The land should be specifically in the name of the Project Company with whom PPA is signed by the Procurer.

1.3.1.2 The ownership and possession of land at the time of submission of responses to RfP and at the time of signing of PPA is not insisted upon. At the time of Financial Closure, the selected Project Developer is required to submit the documentary evidence for ownership and physical possession of land.

1.3.1.3 RREC at its sole discretion may allow change of location of land for the project under the same GSS on a written request of SPP.

1.3.2 Evacuation System.

1.3.2.1 The concerned Discom shall arrange 11kV transmission line from the Power Plant Generating Substation to nearest 33/11kV Discom GSS. Cost of Transmission line will be borne by Discom(s). Preferable location of solar plant shall be such that length of 11 kV transmission line shall not be more than 5 km. In case same is more than 5 km then cost of line beyond 5 km shall be borne by solar power producer. In any case length of line should not be more than 7km. On commissioning of complete 11 kV line, the ownership of extra line (beyond 5 km, if any) will automatically be transferred to Discom and O&M of entire line will be done by Discom.

1.3.2.2 Discom(s) shall arrange grid connectivity/construction of Evacuation Systems not later than scheduled COD of the Plant. In case, Solar Power Producer wants to commission the plant before the scheduled COD, then will give at least six (6) months time to the Discom(s) for arranging grid connectivity/construction of line. The Solar Power Producer shall submit time-frame for construction of their plant along with Bank Guarantee equivalent to the cost of bay and transmission/distribution line with an undertaking to use the system within prescribed period. In case there is any delay in utilization of system, a penalty @ 12% per annum for the no of days of delay on the amount of Bank Guarantee will be levied by Discoms of Rajasthan. The Bank Guarantee shall be returned to the Solar Power Producer after commissioning of the project on depositing amount of penalty, if any on account of delay in the utilization of the system.

- 1.3.2.3 In case, Solar Power Plant is ready for commissioning and Discom fails to arrange grid connectivity/construction of Evacuation Systems on the mutually agreed date (or else the schedule COD), subject to ROW problem and force majeure conditions, then, Discom shall pay a penalty to the SPP @ 25% of the applicable tariff for the period of delay on the quantum of energy, the Solar Power Plant would otherwise have generated.
- 1.3.2.4 However, no penalty will be levied either on SPP or on Discom(s), if the mismatch between the completion/readiness of power evacuation system and Solar Power Plant is limited to one month.

1.3.3 Water for Power Generation:

No allocation of water shall be made by Water Resource Department GoR for development of Solar PV Power Plants.

1.3.4 Interconnection with Discom Sub Station:

- 1.3.4.1 All solar power plants getting connected to the grid for supplying power to Discoms shall be required to pay connectivity charges @ Rs. 2.0 Lac/MW and Bidder shall quote tariff considering this aspect. Discom shall provide complete line bay (including civil works) and its interconnection with existing electrical system in 33/11kV Discom GSS at Discom cost. Line Bay includes breakers, CTs, CVT/ PTs, isolators, protection equipments, bus bar material and other allied materials as applicable.
- 1.3.4.2 In case power evacuation from any solar power plant is made through temporary arrangement due to incomplete approved evacuation system, no charges will be payable by Solar Power Producer for shifting to the approved evacuation system.
- 1.3.4.3 In case at a later date, a new 33/11 kV GSS is constructed nearby solar power plant, Discom(s) can terminate the 11 kV transmission line to nearby 33/11 kV GSS by suitable augmentation of line. Discom will provide bay in new substation. Surplus Line and Bay resulted due to above augmentation shall be utilized by Discom for system Augmentation.
- 1.3.5 **Approval of Discom for Connectivity with the Grid**
- 1.3.5.1 The Solar PV plant should be designed for interconnection with the nearest 33/11 kV substation of Discom at the voltage level of 11 kV. The project developer shall be responsible for entering into transmission evacuation agreement with Discom after allotment of project and signing of PPA. Approval from Discom confirming technical feasibility of the connectivity of the plant to grid substation at the indicated location shall be required immediately after recommendation of land for allotment by RREC to the District Collector.
- 1.3.5.2 In case selected bidder forms an SPV before signing of PPA then new technical feasibility of connectivity in New SPV name will be required to be taken from Discom after signing of PPA even if same is taken in name of Bidder. This will be also required in all cases where land location is changed.

1.3.6 Compensation for Loss of generation due to Non-availability/outage of evacuation system solely attributable to Discoms

1.3.6.1 In case of loss of generation due to non-availability/outage of evacuation system, solely attributable to Discom(s), subject to Force Majeure conditions, the SPP shall be eligible to get compensation towards loss of generation due to such non-availability/outage of evacuation system @ 25% of the applicable tariff on the quantum of energy, the Solar Power Plant would otherwise have generated.

1.3.6.2 To ascertain whether loss of generation was solely attributable to non-availability/outage of evacuation system, the basis will be the voltage parameter indicated by the energy meter and that there should be generation from the plant immediately before such non-availability/outage of the evacuation system or within 15 minutes after restoration of the evacuation system.

1.3.6.3 To ascertain the aforesaid non-availability/outage of the evacuation system & Generation of Solar Power Plant, the TOD provisions of Energy Meter(s) will prevail.

1.3.7 Weather Monitoring Station:

1.3.7.1 The grid connected solar PV Power Plants will install necessary equipment for regular monitoring of solar irradiance (GHI and tilted), temperature (ambient and Module), wind speed and other weather parameters and simultaneously for monitoring of the electric power generated from the plant. The instruments used for above measurements should remain calibrated for entire duration of PPA.

1.3.7.2 Online arrangement would have to be made by the solar power developer for submission of above data regularly for the entire period of this Power Purchase Agreement to RREC or any other agency authorized by RREC.

1.3.7.3 Reports on above parameters on monthly basis shall be submitted by the solar power developer to RREC for entire period of PPA.

2. ARTICLE 2: TERM OF AGREEMENT

2.1 Effective Date

2.1.1 This Agreement shall come into effect from the date of its execution by the Parties and such date shall be referred to as the Effective Date.

2.2 Term of Agreement

2.2.1 This Agreement subject to Article 2.3 and 2.4 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.

2.3 Early Termination

This Agreement shall terminate before the Expiry Date in the following cases:

- a. Either Seller or the Procurer terminates this Agreement, pursuant to Article 13 (Events of Default and Termination), of this Agreement; or
- b. In such other circumstances as the Seller or the Procurer may agree, in writing;

2.4 Survival

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 liquidated damages as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under, Article 11 (Force Majeure), Article 13 (Events of Default and Termination), Article 14 (Liability and Indemnification), Article 16 (Governing Law and Dispute Resolution), Article 17 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.

3. ARTICLE 3: CONDITIONS SUBSEQUENT TO BE SATISFIED BY THE SELLER

3.1 Satisfaction of conditions subsequent by the SPP /Seller.

3.1.1 The SPP agrees and undertakes to duly perform and complete all of the following activities at the SPP's own cost and risk within Six months from the Effective Date, unless such completion is affected by any Force Majeure event, or if any of the activities as specifically waived in writing by RREC:

- a) Documents for Technology selection:
 - i) Order copy/agreement copy, with Technology Provider/ supplier for supply of equipments for said technology.
 - ii) A certificate from the project / client that the technology supplied by the Manufacturer /Technology Provider are commercially established technology and at least one project based on this technology has been in successful operation.

- b) Details of the project with location which is in successful operation utilizing above technology.
 - c) Required land for project development is under clear possession of the project developer. In this regard the Project Developer shall be required to furnish the following documentary evidences:-
 - a. Ownership or lease hold rights from State agency only (for at least 30 years) in the name of the Project Developer and possession of 100% of the area of land (required for project development for the allotted project. Land has to be taken on lease from State agency.
 - b. Certificate by the concerned and competent revenue /registration authority for the acquisition/ownership/ vesting of the land in the name of the Project Developer.
 - c. Sworn affidavit from the Authorized person of the developer listing the details of the land and certifying total land required for the project under clear possession of the Project Developer.
 - d. A certified English translation from an approved translator in case above land documents are in other than English and Hindi Languages.
 - d) The SPP/Seller shall have obtained all Consents, Clearances and Permits required for supply of power to the Procurer as per the terms of this Agreement. In case a Project Company is incorporated and the Consents, Clearances and Permits have been obtained in the name of a company other than the Project Company, all such Consents, Clearances and Permits shall have been transferred in the name of such Project Company;
 - e) The SPP shall make Project Financial Arrangements and shall provide necessary documents;
 - f) The SPP shall have sent a written notice to Procurer indicating the Installed Capacity for the Power Project expressed in MW as defined under “contracted capacity” ;
 - g) Transmission Agreement between Discom and SPP confirming the evacuation and connectivity of Discom system with their Power Project switchyard.
- 3.1.2 Failure or delay on the part of seller in achieving the above conditions shall constitute sufficient grounds for encashment of the total Performance Bank Guarantee.

3.2 Consequences of non-fulfillment of conditions subsequent

- 3.2.1 In case of failure to submit the documents as above, RREC shall have the right to terminate this Agreement by giving a Termination Notice to the SPP in writing of at least seven (7) days. The termination of the Agreement shall take effect upon the expiry of the 7th day of the notice.
- 3.2.2 RREC shall be entitled to en-cash all Total Performance Bank Guarantees submitted by SPP.
- 3.2.3 For the avoidance of doubt, it is clarified that this Article shall survive the termination of this Agreement.
- 3.2.4 In case of inability of the SPP to fulfill any one or more of the conditions specified in Article 3.1 due to any Force Majeure event, the time period for fulfillment of the Conditions Subsequent as mentioned in Article 3.1, shall be extended for the period of such Force Majeure event.
- 3.2.5 Provided that due to the provisions of this Article 3.2, any increase in the time period for completion of conditions subsequent mentioned under Article 3.1, shall also lead to an equal extension in the Scheduled Commissioning Date.

3.3 Total Performance Bank Guarantee

- 3.3.1 The Total Performance Bank Guarantee furnished under this Agreement shall be for guaranteeing the commencement of the supply of power up to the Contracted Capacity within the time specified in this Agreement.
- 3.3.2 The failure on the part of the SPP to furnish and maintain the Total Performance Bank Guarantee for the specified period shall be a material breach of the term of this Agreement on the part of the SPP.
- 3.3.3 If the SPP fails to commence supply of power from the Scheduled Commissioning Date specified in this Agreement, subject to conditions mentioned in Article 4.5, Procurer shall have the right to encash the Total Performance Bank Guarantee in accordance with Article 4.6 without prejudice to the other rights of RREC under this Agreement.

3.4 Return of Total Performance Bank Guarantee

- 3.4.1 Subject to Article 3.3, RREC shall return / release the Total Performance Bank Guarantee three (3) months after the Commissioning Date.
- 3.4.2 The return/release of the Total Performance Bank Guarantee shall be without prejudice to other rights of RREC under this Agreement.

4 ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT

4.1 SPP's Obligations

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

- i. obtaining all Consents, Clearances and Permits other than those obtained under Article 3.1.1 and maintaining all Consents, Clearances and Permits in full force and effect during the Term of this Agreement; and
- ii. designing, constructing, erecting, commissioning, completing and testing the Power Project in accordance with the applicable Law, the State Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices.
- iii. the commencement of supply of power up to the Contracted Capacity to Procurer not later than the Scheduled Commissioning Date; and continuance of supply of Power throughout the term of agreement ;and .
- iv. connecting the Power Project switchyard with the STU/Discom(s) Transmission Lines at the outgoing Terminal Bay of the Power Project switchyard (Delivery Point); and
- v. owning the Power Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 15;
- vi. maintaining its controlling shareholding prevalent at the time of signing of PPA up to a period of one (1) year after Commercial operational Date; and
- vii. fulfilling all obligations undertaken by the SPP under this Agreement.

4.2 Information regarding Interconnection Facilities

4.2.1 The SPP shall be required to obtain all information with regard to the Interconnection Facilities as is reasonably necessary to enable it to design, install and operate all interconnection plant and apparatus on the SPP's side of the Delivery Point to enable delivery of electricity at delivery Point.

4.3 Purchase and sale of Contracted Capacity

4.3.1 Subject to the terms and conditions of this Agreement, the SPP undertakes to sell to Procurer and Procurer undertakes to pay the agreed Tariff for all the energy supplied at the Delivery point corresponding to Contracted Capacity.

4.4 Right to Contracted Capacity & Energy

4.4.1 SPP has to generate minimum energy corresponding to a CUF of 12% during first year and 16% during remaining years. The non-compliance shall make SPP liable to pay compensation to RREC. The amount of compensation shall be computed at the rate equal to the compensation

payable by the Discoms towards non meeting of Solar RPOs, (imposed by RERC for non meeting of RPOs) subject to a minimum levy of penalty of 25% of the applicable tariff in any case.

- 4.4.2 If the SPP sets up the Power plant prior to the Scheduled Commissioning Date, the same has to be sold to RREC only and such prior commissioning shall be the actual COD. However the term of PPA shall remain valid upto 25 years from the scheduled COD, in such case.
- 4.4.3 Any energy generated, which is in excess of the quantum of power agreed to be supplied under this Agreement shall also be sold to RREC only.

4.5 Extensions of Time

- 4.5.1 In the event that the SPP is prevented from performing its obligations under Article 4.1 by the Scheduled Commissioning Date due to:
- a) any STU/Discom(s)/Procurer Event of Default; or
 - b) Force Majeure Events affecting STU/Discom (s)/Procurer, or
 - c) Force Majeure Events affecting the SPP,

the Scheduled Commissioning Date and the Expiry Date shall be deferred, subject to the limit prescribed in Article 4.5.2, for a reasonable period but not less than 'day for day' basis, to permit the SPP or STU/Discom(s)/Procurer through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the SPP or Procurer, or till such time such Event of Default is rectified by STU/Discom(s)/Procurer.

- 4.5.2 Subject to article 4.5.6, in case of extension occurring due to reasons specified in Article 4.5.1(a), any of the dates specified therein can be extended by RREC/State Level Screening Committee, subject to the condition laid down in RfP.
- 4.5.3. In case of extension due to reasons specified in Article 4.5.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of 180 days, then any of the Parties may choose to terminate the Agreement as per the provisions of Article 13.5.
- 4.5.4 If the Parties have not agreed, within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on the time period by which the Scheduled Commissioning Date or the Expiry Date should be deferred by, any Party may raise the Dispute to be resolved in accordance with Article 16.
- 4.5.5 As a result of such extension, the Scheduled Commissioning Date and

the Expiry Date newly determined shall be deemed to be the Scheduled Commissioning Date and the Expiry Date for the purposes of this Agreement.

- 4.5.6 Notwithstanding anything to the contrary contained in this Agreement, subject to force majeure, any extension of the Scheduled Commissioning Date arising due to any reason envisaged in this Agreement shall be governed by clause 4.6.

4.6 Liquidated Damages for delay in commencement of supply of power to Procurer

- 4.6.1 If the SPP is unable to commence supply of power to *Procurer* by the Scheduled Commissioning Date other than for the reasons specified in Article 4.5.1, the SPP shall pay to *Procurer*, Liquidated Damages for the delay in such commencement of supply of power and making the Contracted Capacity available for dispatch by the Scheduled Commissioning Date as per following:

- a. Delay up to 200 days – RREC will encash 0.5% per day of the total Performance Bank Guarantee for the number of days of delay.
- b. Delay beyond 200 days from schedule commissioning, the PPA may be terminated. However, in exceptional cases, SLSC may consider to grant extension in the Scheduled Commissioning of project with a penalty @ 1% per day of the total Performance Bank Guarantee.
- c. If the SPP fails to pay the amount of liquidated damages within the period of ten (10) days as specified in Article 4.6.1, RREC shall be entitled to recover the said amount of the liquidated damages by invoking the Performance Bank Guarantee. If the then existing Total Performance Bank Guarantee is for an amount which is less than the amount of the liquidated damages payable by the SPP to RREC under this Article 4.6, then the SPP shall be liable to forthwith pay the balance amount within ten (10) days of the invocation of the Total Performance Bank Guarantee by RREC.

4.7 Acceptance/Performance Test

- 4.7.1 Prior to synchronization of the Power Project, the SPP shall be required to get the Project certified for the requisite acceptance/performance test as may be laid down by an agency identified by the RREC to carry out testing and certification for the solar power projects.

4.8 Third Party Verification

- 4.8.1 The SPP shall be further required to provide entry to the site of the Power

Project free of all encumbrances at all times during the Term of the Agreement to RREC/STU/Discoms and a third Party/committee consisting of officials of MNRE, RERC, CEA, RREC, RVPN, Discoms and nominated by state Governmental Instrumentality for inspection and verification of the works being carried out by the SPP at the site of the Power Project.

- 4.8.2 The third party may verify the construction works/operation of the Power Project being carried out by the SPP and if it is found that the construction works/operation of the Power Project is not as per the Prudent Utility Practices, it may seek clarifications from SPP or require the works to be stopped or to comply with the instructions of third party.
- 4.8.3 The third party may carry out checks for testing the CUF of the Power Project. During a contract year, if the CUF of the Power Project is found to be below 12% during first year and 16% during remaining years on account of reasons solely attributable to SPP, the SPP shall be liable for non fulfillment of its obligation.

5 ARTICLE 5: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION

- 5.1 Synchronisation, Commissioning and Commercial Operation
 - 5.1.1 The SPP shall give the concerned / SLDC/RVPN/Discom(s) and RREC at least sixty (60) days advanced preliminary written notice and at least thirty (30) days advanced final written notice, of the date on which it intends to synchronize the Power Project to the State Grid System.
 - 5.1.2 Subject to Article 5.1.1, the Power Project may be synchronized by the SPP to the State Grid System when it meets all the connection conditions prescribed in Rajasthan Electricity Grid Code (REGC) and it meets all other Indian/State legal requirements for synchronization to the State Grid System.
 - 5.1.3 The synchronization equipment shall be installed by the SPP at its generation facility of the Power Project at its own cost. The SPP shall synchronize its system with the Grid System only after checking/verification is made by the concerned RVPN and Discoms Authorities of the Grid System.
 - 5.1.4 The SPP shall immediately after each synchronization/tripping of generator, inform the sub-station of the Grid System to which the Power Project is electrically connected in accordance with State Grid Code.
 - 5.1.5 The SPP shall commission the project within 12 months for the contracted capacity power plant from the date of signing of PPA.

6 ARTICLE 6: DISPATCH

- 6.1 The Power Project shall be required to maintain compliance to the applicable Grid Code requirements and directions, if any, as specified by concerned SLDC/ from time to time.

7 ARTICLE 7: METERING

7.1 Metering

- 7.1.1 The metering system shall comprise of main, check, backup meters.
- 7.1.2 For measurement of solar energy supplied by Solar generating stations within the State, Main meter shall be provided on each outgoing feeder at the solar power Plant designated as main meter for billing purpose. Check meter shall be provided along with main meter on each outgoing feeder. Meters shall also be provided on the other end of the above 11kV feeders to serve as back-up meter. The consumption recorded by main meter shall be compared with the consumption recorded by backup meter on 11kV feeder to work out transmission losses as well as to monitor the correct functioning of both meters.
- 7.1.3 All meters (a) main (b) check (c) backup meters in Solar Power Plant Generating Substation shall be provided by seller at the cost of seller. The load survey of the meter should have provision of voltage monitoring in addition to other parameters. Power failure recording is required to be included in ToD provisions of the meter along with provision of memory requirement as per RERC Metering Regulations in force.
- 7.1.4 In the event of main meter or more than one meter becoming defective the order of precedence for billing shall be (a) main (b) check (c) backup.
- 7.1.5 The solar power plant requires auxiliary power during generation and non generation time. Successful bidder should note that separate power connection for auxiliary power consumption shall not be provided by Discom. Project developer is required to make either provision of solar lighting system in their area / plant to meet out the requirement of illumination otherwise they can draw the power from the STU/Discom through their metering system. In this case net metering (export – import reading of meters) will be applicable. In case power connection provided by the Discom for construction activity is not disconnected after commissioning of the plant then energy consumption would be reduced from the generation of the plant for energy accounting.
- 7.1.6 Other terms and conditions shall be as per CEA (Installation & Operation of Meters) Regulations, RERC Metering Regulations, IEGC/REGC and ABT as amended & revised from time to time.
- 7.1.7 The SPP shall bear all cost pertaining to installation, testing, calibration maintenance, renewal, and repair of all the meters referred at 7.1.1 above.

7.2 Weather Monitoring Station:

- 7.2.1 The grid connected solar PV Power Plants will install necessary equipment for regular monitoring of solar irradiance (GHI and tilted), temperature

(ambient and Module), wind speed and other weather parameters and simultaneously for monitoring of the electric power generated from the plant. The instruments use for above measurements should remain calibrated for entire duration of PPA.

7.2.2 Online arrangement would have to be made by the solar power developer for submission of above data regularly for the entire period of this Power Purchase Agreement to RREC.

7.2.3 Reports on above parameters on monthly basis shall be submitted by the solar power developer to RREC for entire period of PPA.

7.3 Energy Accounting & Scheduling

7.3.1 The Scheduling and Energy Accounting of Solar Power shall be as per the provision of PPA and State Grid Code.

7.3.2 Energy Accounts shall be binding on both the Parties for billing and payment purposes.

8 ARTICLE 8: INSURANCES

8.1 Insurance

8.1.1 The SPP shall effect and maintain or cause to be affected and maintained, at its own cost and expense, throughout the Term of PPA, Insurances against such risks, with such deductibles and with such endorsements and co-insured(s), which the Prudent Utility Practices would ordinarily merit maintenance of and as required under the Financing Agreements.

8.2 Application of Insurance Proceeds

8.2.1 Save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

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

8.3 Effect on liability of Procurer

8.3.1 Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the SPP can claim

compensation, under any Insurance shall not be charged to or payable by Procurer.

9 ARTICLE 9: APPLICABLE TARIFF

- 9.1.1 The SPP shall be entitled to receive a **Tariff of Rs /kWh** for the energy supplied at the Delivery Point during a Contract Year pertaining to the Contracted Capacity throughout the term of PPA.
- 9.1.2 If as a consequence of delay in commissioning, the applicable RERC tariff changes, that part of the capacity of the project for which the commissioning has been delayed shall be paid the agreed tariff as per PPA or the applicable RERC tariff, whichever is lower.

Note – In case there is any change in tariff for that part of the capacity for which the commissioning has been delayed, the overall tariff for the project would be worked on the basis of weighted average method.

10 ARTICLE 10: BILLING AND PAYMENT

10.1 General

- 10.1.1 Payment of Energy Produced by the SPP shall be made on Net-Metering Basis: The Solar Power Plant requires auxiliary power during generation and non-generation time. Separate power connection for auxiliary power consumption shall not be provided by DISCOM(s). SPP may install Solar PV system to meet lighting requirement/other auxiliary consumption of solar plant. SPP can draw the power from the STU/DISCOM(s) through the metering system. In this case Net-Metering (Export – Import readings of meters) will be applicable.
- 10.1.2 From the commencement of supply of power by the Seller, the Procurer shall pay to the Seller the monthly Tariff Payments, on or before the Due Date, in accordance with Tariff as specified in the Article 9. All Tariff Payments by the Procurer shall be in Indian Rupees.

10.2 Delivery and Content of Monthly Bills

- 10.2.1 The Seller shall issue and present to Procurer a signed Monthly Bill /Supplementary Bill which shall be based on Joint meter reading along with other documents as may be deemed necessary for bill verification by the Procurer. The Due Date for payment of such Monthly Bill/Supplementary Bill shall be as detailed in Article 10.3.1 below.

Provided that:

- a. if the date of commencement of supply of power falls during the period between the first (1st) day and up to and including the

fifteenth (15th) day of a Month, the first Monthly Bill shall be issued for the period until the last day of such Month, or

- b. if, the date of commencement of supply of power falls after the fifteenth (15th) day of a Month, the first Monthly Bill shall be issued for the period commencing from the Delivery Date until the last day of the immediately following Month.

Provided further that if a Monthly Bill/Supplementary Bill is presented on or before the second (2nd) day of a Month, it shall be deemed to have been presented on the second (2nd) day of such month only.

10.2.2 The Monthly Bill prepared shall include the following;

- a. Energy charges for Solar PV power supplied during the preceding Month;
- b. Adjustments based on Energy Accounts for the Solar PV power supplied in the previous month(s), if any;
- c. Late Payment Surcharge, if any; and
- d. Taxes, Duties, Levies etc as applicable.

10.3 Payment of Monthly Bills

10.3.1 The Procurer shall pay the amount payable under the Monthly Bill/Supplementary Bill within 34 days (the due date) from receipt of the bill, to such account of the Seller, as shall have been previously notified to the Procurer in accordance with Article 10.3.2 below.

10.3.2 The Seller shall open a bank account at Jaipur, Rajasthan ("Seller's Designated Account") for all Tariff Payments to be made by the Procurer to the Seller, and notify the Procurer of the details of such account at least ninety (90) Days before the dispatch of the first Monthly Bill. The Procurer shall also designate a bank account at Jaipur (the "Procurer's Designated Account") for payments to be made by the Seller to the Procurer, if any, and notify the Seller of the details of such account ninety (90) days before the dispatch of the first Monthly Bill. The Seller and the Procurer shall instruct their respective bankers to make all payments under this Agreement to the Procurer's Designated Account or the Seller's Designated Account, as the case may be, and shall notify either Party of such instructions on the same day.

10.3.3 Late Payment Surcharge

In the event of delay in payment of a Monthly Bill/Supplementary Bill by the Procurer thirty (30) days beyond its due date, a Late Payment Surcharge shall be payable by the Procurer to the Seller at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis subject to such late payment is duly received by RREC under PSA. The Late Payment Surcharge shall be claimed by the Seller through the next Monthly Bill/Supplementary Bill.

10.3.4 Rebate

For payment of any Bill within due date, the following Rebate shall be paid by the Seller to the Procurer in the following manner.

- a. A Rebate of 2% shall be payable to the Procurer for the payments made in full by the 4th working day from the receipt of the Bill by the Procurer.
- b. For payment of Bill made subsequently but up to the Due Date, a rebate of 1% shall be allowed for the payments made in full.
- c. For the above purposes, the date of receipt of bill shall be next working day from date of presentation of the bill.
- d. No Rebate shall be payable on the Bills raised on account of taxes, duties and cess etc.

10.3.5 Sharing of CDM Benefits:

The proceeds of carbon credit from approved CDM project shall be shared between Solar Power Generating Company and concerned beneficiaries as per RERC regulations applicable. Any such benefit under CDM received by RREC from the SPP shall be passed on to the Discoms.

10.3.6 Benefit under Renewable Energy Certificate Mechanism

The SPP, to the extent of capacity contracted with Procurer by signing PPA for supply of power under this Agreement will not be availing the benefit of REC in respect of such contracted capacity and such an undertaking would need to be furnished by the SPP.

10.4 Payment Security Mechanism

Letter of Credit (LC)

- 10.4.1 The Procurer shall provide to the Seller, in respect of payment of its Monthly Bills, an unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), opened and maintained by the Procurer, which may be drawn upon by the Seller in accordance with this Article. The Procurer shall provide to the Seller draft of the Letter of Credit proposed to be provided to the Seller two (2) months before the Scheduled Commissioning Date.
- 10.4.2 Not later than one (1) Month before the start of supply, the Procurer shall through a scheduled bank at Jaipur open a Letter of Credit in favour of the Seller, to be made operative at least 15 days prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) Months and shall be reviewed every year, in the month of January and revised w.e.f. April for an amount equal

to:

- a. for the first Contract Year, equal to the estimated average monthly billing;
- b. for each subsequent Contract Year, equal to the one point one (1.1) times the average of the monthly Tariff Payments of the previous Contract Year.

10.4.3 Provided that the Seller shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill, and shall not make more than one drawl in a Month.

10.4.4 Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 10.4.2 due to any reason whatsoever, the Procurer shall restore such shortfall within seven (7) days.

10.4.5 The Procurer shall cause the scheduled bank issuing the Letter of Credit to intimate the Seller, in writing regarding establishing of such irrevocable Letter of Credit.

10.4.6 The Procurer shall ensure that the Letter of Credit shall be renewed not later than thirty (30) days prior to its expiry.

10.4.7 All costs relating to opening, maintenance of the Letter of Credit shall be borne by the Procurer.

10.4.8 If, the Procurer fails to pay a Monthly Bill or part thereof within and including the Due Date, then, subject to Article 10.4.6, the Seller may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from the Procurer, an amount equal to such Monthly Bill or part thereof, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:

- i. a copy of the Monthly Bill which has remained unpaid by the Procurer;
- ii. a certificate from the Seller to the effect that the bill at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date;

10.4.9 Collateral Arrangement

As a further support for the Procurer' obligations, on or prior to the Scheduled Commissioning Date, the Procurer and the Seller shall execute Default Escrow Agreement (referred as "Default Escrow Agreement") for the establishment and operation of the Default Escrow Account in favour of the Seller, through which the revenues of the

Procurer shall be routed and used as per the terms of the Default Escrow Agreement. The Procurer and the Seller shall contemporaneously with the execution of the Default Escrow Agreement enter into the Agreement to Hypothecate Cum Deed of Hypothecation, whereby the Procurer shall agree to hypothecate, Incremental Receivables to the extent as required for the Letter of Credit as per Article 10.4.2. The Default Escrow Agreement and the Agreement to Hypothecate Cum Deed of Hypothecation are collectively referred to as the "Collateral Arrangement".

Provided that the Procurer shall ensure that the Seller shall have first ranking charge on the Receivables in accordance with the terms of the Agreement to Hypothecate Cum Deed of Hypothecation.

10.4.10 The Default Escrow would come into operation if,

- i. The Letter of Credit is not recouped by the Procurer to its required value by the 7th day of its operation;
- ii. The Seller is unable to draw on the Letter of Credit on the Due Date, if the Procurer fail to pay by the Due Date.
- iii. Non-restoration of Escrow Arrangement by the 7th day of the Due Date.

10.5 Disputed Bill

10.5.1 If the Procurer does not dispute a Monthly Bill raised by the other Party within fifteen (15) days of receiving such Bill shall be taken as conclusive.

10.5.2 If the Procurer disputes the amount payable under a Monthly Bill it shall pay 95% of the disputed amount and it shall within fifteen (15) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:

- i. the details of the disputed amount;
- ii. its estimate of what the correct amount should be; and
- iii. all written material in support of its claim.

10.5.3 If the Seller agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, the Seller shall make appropriate adjustment in the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the Procurer and up to and including the date on which such payment has been received as refund.

- 10.5.4 If the Seller does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the disputing Party providing:
- i. reasons for its disagreement;
 - ii. its estimate of what the correct amount should be; and
 - iii. all written material in support of its counter-claim.
- 10.5.5 Upon receipt of the Bill Disagreement Notice by the Procurer under Article 10.5.4, authorized representative(s) of the Procurer and the Seller shall meet and make best endeavors to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice. If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to Article 10.5.4, the matter shall be referred to Dispute resolution in accordance with Article 16.
- 10.5.6 For the avoidance of doubt, it is clarified that despite a Dispute regarding an Invoice, the Procurer shall, without prejudice to its right to Dispute, be under an obligation to make payment, of 95% of the Disputed Amount in the Monthly Bill.

10.6 Quarterly and Annual Reconciliation

- 10.6.1 The Parties acknowledge that all payments made against Monthly Bills shall be subject to quarterly reconciliation within 30 days of the end of the quarter of each Contract Year and annual reconciliation at the end of each Contract Year within 30 days thereof to take into account the Energy Accounts, Tariff adjustment payments, Tariff Rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this Agreement.
- 10.6.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year as the case may be has been finally verified and adjusted, the Procurer and the Seller shall jointly sign such reconciliation statement. After signing of a reconciliation statement within 15 days the Seller shall make appropriate adjustments in the following Monthly Bill, with Surcharge/Interest, as applicable. Late Payment Surcharge/interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 16.

10.7 Payment of Supplementary Bill

10.7.1 Either Party may raise a bill on the other Party ("Supplementary Bill") for payment on account of:

- i. Adjustments required as per the Energy Account(s) (if applicable);
- ii. Tariff Payment for change in parameters, pursuant to provisions in Article 10; or
- iii. Change in Law as provided in Article 12 and such Supplementary Bill shall be paid by the other Party.

10.7.2 Procurer shall remit all amounts due under a Supplementary Bill raised by the SPP to the SPP's Designated Account by the Due Date. Similarly, the SPP shall pay all amounts due under a Supplementary Bill raised by Procurer, if any, by the Due Date to concerned Procurer designated bank account. For such payments by Procurer, Rebate as applicable to Monthly Bills pursuant to Article 10.3.4 shall equally apply.

10.7.3 In the event of delay in payment of a Supplementary Bill by either Party beyond its Due Date, a Late Payment Surcharge shall be payable at the same terms applicable to the Monthly Bill in Article 10.3.3.

11. ARTICLE 11: FORCE MAJEURE

11.1 Definitions

11.1.1 In this Article, the following terms shall have the following meanings:

11.2 Affected Party

11.2.1 An affected Party means the Seller or the Procurer whose performance has been adversely affected by an event of Force Majeure.

11.3 Force Majeure

11.3.1 A 'Force Majeure' means any event or circumstance or combination of events and circumstances as stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care in performing its obligations:

- a) Act of God, including, but not limited to lightning, drought, fire and explosion, earthquake, volcanic eruption, landslide, flood,

- cyclone, typhoon, tornado, or
- b) Explosion, accident or breakage of transmission facilities to deliver power from the Delivery Points to the receiving substation(s); or
- c) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action making the performance of obligations as specified herein as impossible; or
- d) Radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Power Project by the Affected Party or those employed or engaged by the Affected Party.
- e) An event of force majeure affecting the concerned STU/Discom(s), as the case may be, thereby affecting the evacuation of power from the Delivery Points by the Procurer;

11.4 Force Majeure Exclusions

11.4.1 Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- a) Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
- b) Strikes at the facilities of the Affected Party;
- c) Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- d) Non-performance caused by, or connected with, the Affected Party's:
 - i. Negligent or intentional acts, errors or omissions;
 - ii. Failure to comply with an Indian Law; or
 - iii. Breach of, or default under this Agreement.

11.5 Notification of Force Majeure Event

11.5.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it

unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement.

Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.

- 11.5.2 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.

11.6 Duty to Perform and Duty to Mitigate

- 11.6.1 To the extent not prevented by a Force Majeure Event pursuant to Article 11.3, the Affected Party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

11.7 Available Relief for a Force Majeure Event

- 11.7.1 Subject to this Article 11
- a. No Party shall be in breach of its obligations pursuant to this Agreement to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;
 - b. Every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations as specified under this Agreement;
 - c. For avoidance of doubt, neither Party's obligation to make payments of money due nor payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.
 - d. Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event;

12 ARTICLE 12: CHANGE IN LAW

12.1 Definitions

In this Article 12, the following terms shall have the following meanings:

12.1.1 "Change in Law" means the occurrence of any of the following events after the Effective Date resulting into any additional recurring/ non-recurring expenditure by the SPP or any income to the SPP:

- the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law;
- a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
- the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
- a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits; except due to any default of the SPP;
- any change in tax or introduction of any tax made applicable for supply of power by the SPP as per the terms of this Agreement.

but shall not include (i) any change in any withholding tax on income or dividends distributed to the shareholders of the SPP, or (ii) any change on account of regulatory measures by the Appropriate Commission including calculation of Availability.

12.1.2 Imposition of Antidumping duties shall not be covered under change in law.

12.2 Relief for Change in Law.

12.2.1 The aggrieved Party shall be required to approach the State Commission for seeking approval of Change in Law.

12.2.2 The decision of the Appropriate (State) Commission to acknowledge a Change in Law and provide relief for the same shall be final and governing on both the Parties.

13. ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION

13.1 SPP Event of Default

13.1.1 The occurrence and continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event, shall constitute a SPP Event of Default:

i. the failure to commence supply of power to Procurer up to the Contracted Capacity, relevant to the Scheduled Commissioning Date, and continuance of supply of power throughout the term of the Agreement;

or

ii. if

a) the SPP assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Power Project in contravention of the provisions of this Agreement;

or

b) the SPP transfers or novates any of its rights and/ or obligations under this agreement, in a manner contrary to the provisions of this Agreement; except where such transfer

- is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement

or

- is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;

iii. if (a) the SPP becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the SPP, or (c) the SPP goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,

Provided that a dissolution or liquidation of the SPP will not be a SPP Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the SPP and expressly assumes all obligations of the SPP under this Agreement

and is in a position to perform them; or

- iv. the SPP repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from Procurer in this regard; or except where due to any Procurer's failure to comply with its material obligations, the SPP is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the SPP within thirty (30) days of receipt of first notice in this regard given by Procurer .
- v. except where due to any Procurer's failure to comply with its material obligations, the SPP is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the SPP within thirty (30) days of receipt of first notice in this regard given by Procurer
- vi. Failure to replace the Performance Bank Guarantee, as per the terms of this Agreement; or
- vii. Occurrence of any other event which is specified in this Agreement to be a material breach/ default of the SPP.

13.2 Procurer Event of Default

13.2.1 The occurrence and the continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by the SPP of its obligations under this Agreement, shall constitute the Event of Default on the part of defaulting Procurer:

- a. Procurer fails to pay (with respect to a Monthly Bill or a Supplementary Bill) an amount exceeding fifteen (15%) of the undisputed part of the most recent Monthly/ Supplementary Bill for a period of ninety (90) days after the Due Date and the SPP is unable to recover the amount outstanding to the SPP through the Letter of Credit for the applicable Month; or
- b. except where due to any SPP's failure to comply with its obligations, Procurer is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by Procurer within thirty (30) days of receipt of notice in this regard from the SPP to Procurer ; or
- c. if
 - Procurer becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or
 - any winding up or bankruptcy or insolvency order is passed against Procurer , or
 - Procurer goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its

assets or official liquidator is appointed to manage its affairs, pursuant to Law,

- Provided that it shall not constitute a Procurer Event of Default, where such dissolution or liquidation of Procurer or Procurer is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and has creditworthiness similar to Procurer and expressly assumes all obligations of Procurer and is in a position to perform them; or;
- d. Occurrence of any other event which is specified in this Agreement to be a material breach or default of Procurer.

13.3 Procedure for cases of SPP Event of Default

- 13.3.1 Upon the occurrence and continuation of any SPP Event of Default under Article 13.1, Procurer shall have the right to deliver to the SPP a notice stating its intention to terminate this Agreement (Procurer Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.
- 13.3.2 Following the issue of Procurer Preliminary Default Notice, the Consultation Period of sixty (60) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall have to be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.
- 13.3.3 During the Consultation Period, the Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations under this Agreement.
- 13.3.4 Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the SPP Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, Procurer may terminate this Agreement by giving a written Termination Notice of thirty (30) days to the SPP.

13.4 Procedure for cases of Procurer Event of Default

- 13.4.1 Upon the occurrence and continuation of any Procurer Event of Default specified in Article 13.2 the SPP shall have the right to deliver to Procurer, a SPP Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.

- 13.4.2 Following the issue of a SPP Preliminary Default Notice, the Consultation Period of sixty (60) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.
- 13.4.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.
- 13.4.4 After a period of seven (7) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or Procurer Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, the SPP shall be free to sell the Contracted Capacity to any third party of the SPP's choice. Provided further that at the end of three (3) months period from the period mentioned in this Article 13.4.4, this Agreement may be terminated by the SPP.

13.5 Termination due to Force Majeure

- 13.5.1 If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 4.5.3, either Party shall have the right to cause termination of the Agreement. In such an event, this Agreement shall terminate on the date of such Termination Notice.

14 ARTICLE 14: LIABILITY AND INDEMNIFICATION

14.1 Indemnity

- 14.1.1 The SPP shall indemnify, defend and hold Procurer harmless against:
- a. any and all third party claims against Procurer for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the SPP of any of its obligations under this Agreement; and
 - b. b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred or to be incurred by Procurer from third party claims arising by reason of:
 - breach by the SPP of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the SPP, for which specific remedies have been provided for under this Agreement), or
 - any of the representations or warranties of the SPP, if any made under this Agreement, being found to be inaccurate or untrue.

14.1.2 Procurer shall indemnify, defend and hold the SPP harmless against:

- a. any and all third party claims against the SPP, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by Procurer of any of its obligations under this Agreement; and
- b. any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the SPP from third party claims arising by reason of
 - a breach by Procurer of any of its obligations under this Agreement (Provided that this Article 14 shall not apply to such breaches by Procurer, for which specific remedies have been provided for under this Agreement.) or
 - any of the representations or warranties of Procurer, if any made under this Agreement, being found to be inaccurate or untrue.

14.2 Procedure for claiming Indemnity

14.2.1 Third party claims

- a. Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 14.1.1(a) or 14.1.2(a), the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 14.1.1(a) or 14.1.2 (a) in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice. Provided however that, if:
 - i. the Parties choose to refer the dispute before the Arbitrator in accordance with Article 16.3.2; and
 - ii. the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute,

The Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the Indemnified Party.

- b. The Indemnified Party may contest the claim by referring to the Arbitrator for which it is entitled to be Indemnified under Article 14.1.1(a) or 14.1.2(a) and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified party. However, such Indemnified Party shall not settle or compromise such claim without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably

withheld or delayed.

14.3 Indemnifiable Losses

14.3.1 Where an Indemnified Party is entitled to Indemnifiable Losses from the Indemnifying Party pursuant to Article 14.1.1(b) or 14.1.2(b), the Indemnified Party shall promptly notify the Indemnifying Party of the Indemnifiable Losses actually incurred by the Indemnified Party. The Indemnifiable Losses shall be reimbursed by the Indemnifying Party within thirty (30) days of receipt of the notice seeking Indemnifiable Losses by the Indemnified Party. In case of nonpayment of such losses after a valid notice under this Article 14.3, such event shall constitute a payment default under Article 13.

14.4 Limitation on Liability

14.4.1 Except as expressly provided in this Agreement, neither the SPP nor Procurer nor its/ their respective officers, directors, agents, employees or Affiliates (or their officers, directors, agents or employees), shall be liable or responsible to the other Party or its Affiliates, officers, directors, agents, employees, successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of power generation or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of Procurer, the SPP or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.4.2 Procurer shall have no recourse against any officer, director or shareholder of the SPP or any Affiliate of the SPP or any of its officers, directors or shareholders for such claims excluded under this Article. The SPP shall have no recourse against any officer, director or shareholder of Procurer, or any Affiliate of Procurer or any of its officers, directors or shareholders for such claims excluded under this Article.

14.5 Duty to Mitigate

14.5.1 The Parties shall endeavor to take all reasonable steps so as mitigate any loss or damage which has occurred under this Article 14.

15 ARTICLE 15: ASSIGNMENTS AND CHARGES

15.1 Assignments

- 15.1.1 This Agreement shall be binding upon, and insure 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:
- 15.1.2 Provided that, procurer shall permit assignment of any of SPP's rights and obligations under this Agreement in favour of the lenders to the SPP, if required under the Financing Agreement.
- 15.1.3 Provided that, such consent shall not be *withheld by the SPP if procurer* seeks to transfer to any affiliate all of its rights and obligations under this Agreement.
- 15.1.4 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.

15.2 Permitted Charges

- 15.2.1 Neither Party shall create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement, other than as set forth in Article 15.1.

16 ARTICLE 16: GOVERNING LAW AND DISPUTE RESOLUTION

16.3 Governing Law

- 16.1.1 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 arising out of or in connection with this Agreement shall be under the jurisdiction of court in Jaipur.

16.2 Amicable Settlement and Dispute Resolution

16.2.1 Amicable Settlement

- a. 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:
- i. a description of the Dispute;
 - ii. the grounds for such Dispute; and
 - iii. all written material in support of its claim.

- b. The other Party shall, within thirty (30) days of issue of Dispute Notice issued under Article 10.5.2, furnish:
 - i. counter-claim and defenses, if any, regarding the Dispute; and
 - ii. all written material in support of its defenses and counter-claim.
- c. Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 10.5 if the other Party does not furnish any counter claim or defence under Article 10.5 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 settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 10.5., the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

16.3 Dispute Resolution

16.3.1 Dispute Resolution by the Appropriate Commission

- 16.3.1.1 Where any Dispute or differences arises in respect of this PPA, such dispute or differences shall be referred to the appropriate commission by the parties for adjudication. Appeal against the decisions of the Appropriate Commission shall be made only as per the provisions of the Electricity Act, 2003, as amended from time to time.

16.3.2 Parties to Perform Obligations

- 16.3.2.1 Notwithstanding the existence of any Dispute and difference referred to the Appropriate Commission as provided in Article 16.3.1 and save as the Appropriate Commission or the Arbitration Tribunal may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement.

17 ARTICLE 17: MISCELLANEOUS PROVISIONS

17.1 Amendment

- 17.1.1 This Agreement may only be amended or supplemented by a written agreement between the Parties.
- 17.1.2 If any clause or any part of this PPA is not in conformity with the RERC Regulations / Orders, the same shall be amended to that extent.

17.2 Third Party Beneficiaries

- 17.2.1 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.

17.3 Waiver

- 17.3.1 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 in writing duly executed by an authorised representative of such Party:
- 17.3.2 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.

17.4 Confidentiality

- 17.4.1 The Parties undertake to hold in confidence this Agreement and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, 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.
- without the prior written consent of the other Parties.

17.5 Severability

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

17.6 Notices

- 17.6.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language.
- 17.6.2 If to the Procurer, all notices or other communications which are required must be delivered personally or by registered post or facsimile or any other

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method duly acknowledged to the addresses below:

Address Chairman & Managing Director

Rajasthan Renewable Energy Corporation Limited

E-166, Yudhisthir Marg, C-Scheme, Jaipur

Email rrec_jai@yahoo.co.in & solar.rrec@gmail.com

Fax 0141-2226028

Telephone 0141-2225859

17.6.3 If to the Seller, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the address(es) below:

(i) Address :
Attention :
Email :
Fax. No. :
Telephone No. :

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

17.6.5 Any Party may by notice of at least fifteen (15) days to the other Party change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

17.7 Language

17.7.1 All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.

17.7.2 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.

17.8 Restriction of Shareholders / Owners' Liability

17.8.1 Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement. Further, the financial liabilities of the shareholder/s of each Party to this Agreement shall be restricted to the extent provided in the Indian Companies Act, 1956.

17.9 Taxes and Duties

- 17.9.1 The SPP shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the SPP, contractors or their employees that are required to be paid by the SPP as per the Law in relation to the execution of the Agreement.
- 17.9.2 The Procurer shall be indemnified and held harmless by the SPP against any claims that may be made against the Procurer in relation to the matters set out in Article 17.9.1.
- 17.9.3 The Procurer shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the SPP.

17.10 No Consequential or Indirect Losses

- 17.10.1 The liability of the Procurer and The Seller shall be limited to that explicitly provided in this Agreement.
Provided that notwithstanding anything contained in this Agreement, under no event shall the Seller or the Procurer claim from one another any indirect or consequential losses or damages.

17.11 Order of priority in application

In case of inconsistencies between the agreement(s) executed between the Parties, applicable Law including rules and regulations framed there under, the order of priority as between them shall be the order in which they are placed below:

- i. applicable Law, rules and regulations framed thereunder;
- ii. the state Grid Code; and
- iii. the terms and conditions of this Agreement;

17.12 Independent Entity

- 17.12.1 The Procurer shall be an independent entity performing its obligations pursuant to the Agreement.
- 17.12.2 Subject to the provisions of the Agreement, the Procurer shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the Procurer in connection with the performance of the Agreement shall be under the complete control of the Procurer and shall not be deemed to be employees, representatives, of the Seller and nothing contained in the Agreement or in any agreement or contract awarded by the Procurer shall be construed to create any contractual relationship between any such employees, representatives or contractors and The Seller.

17.13 Compliance with Law

- 17.13.1 Despite anything contained in this Agreement but without prejudice to this Article, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made thereunder, such provision of this Agreement shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions

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as amended from time to time.
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.

Signature with seal

Signature with seal

Witness:

Witness:

1

1

2

2

POWER PURCHASE AGREEMENT

FOR

PROCUREMENT OF 1MW

SOLAR PV POWER ON LONG TERM BASIS

(UNDER RAJASTHAN SOLAR ENERGY POLICY, 2011) BETWEEN

Mr/M/s.....

AND

RAJASTHAN RENEWABLE ENERGY CORPORATION LTD. (RREC)

RfP/PV1/RREC/5 Solar PV Plants

This Power Purchase Agreement is made on the day th of Month, 2013
at Jaipur.

Between

Mr./Ms./ M/s an individual
(Proprietorship concern)/a partnership firm registered with the Income Tax
Department and Registrar of Firms /a company incorporated under the
Companies Act 1956, having its/his registered office at
....., (herein after referred to as
“Seller” or “Solar Power Producer or SPP/SPD”, which expression shall, unless
repugnant to the context or meaning thereof, be deemed to include its successors
and permitted assigns) as a Party of the first part;

And

Rajasthan Renewable Energy Corporation LIMITED, a company incorporated
under the Companies Act 1956, having its registered office at E-166,
Yudhisthir Marg, C-Scheme., Jaipur (hereinafter referred to as “RREC”, or
“Procurer” which expression shall, unless repugnant to the context or meaning
thereof, be deemed to include its successors and permitted assigns) as a Party of
the second part.

Seller or “Solar power producers” and Procurer are individually referred to as

‘Party’ and collectively referred to as ‘Parties’.

Whereas:

- a) Rajasthan Solar Energy Policy, 2011 has been issued by Government of Rajasthan vide Notification No. F. 20 (6) Energy /2010 dated 19.04.2011 as amended time to time, for promoting the Solar energy in Rajasthan. The State will support setting up of 50 projects each of 1MW (AC), 11kV Grid connected small Solar Photo voltaic (PV) Plant for supply of power to Discoms of Rajasthan as per clause 5.1.7(ii) of Policy. As per directives of the Government of Rajasthan, RREC will select solar power producers for setting up of 50 projects each of 1MW (AC), 11kV Grid connected small Solar Photo voltaic (PV) Plant (total capacity 50MW). Selection of these Solar Power Projects shall be through tariff based competitive bidding process. Rajasthan Renewable Energy Corporation Ltd.

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hereinafter referred to as “Procurer”, will purchase power generated from the selected 50 Solar PV Projects each of 1 MW capacity for 25 years.

- b) As per Rajasthan Solar Energy Policy 2011, RREC has initiated a competitive bidding process through issue of RfP (Request for Proposal) Document for selecting SPP's for setting up of 1 MW Solar PV Project to be connected on 11kV level at 33/11kV Discom(s) substation (total aggregate capacity of 50MW) for supply of solar energy for 25 years to Procurer
- c) The M/s (SPP) after meeting the eligibility requirements has been selected by RREC for the construction, operation & maintenance and supply of power from the Solar PV project of capacity 1MW to the Procurer in accordance with the terms of this Agreement.
- d) SPP desires to set up 1MW (AC) small Solar Photo voltaic (PV) Plant inter-connected at 11kV level at 33/11kV Discom(s) substation at village:....., Tehsil:, District: in Rajasthan.
- e) Pursuant to the issuance of Letter of Intent (LOI) by RREC to the SPP, the SPP has agreed to set up 1MW (AC) small Solar Photo voltaic (PV) Plant inter-connected at 11kV level at 33/11kV Discom(s) substation at village:, Tehsil:, District: in Rajasthan.
- f) RREC agrees to purchase such Solar Power, at the tariff of paisa per KWh, from the selected SPP as an intermediary and sell it to Discoms of Rajasthan up to the contracted capacity as per terms & conditions of this agreement.
- g) The SPP has provided to the Procurer, total Performance Bank Guarantee(s) as per format specified in Annexure 6.3 C of RfP.
- h) The SPP agrees to sign this Power Purchase Agreement with Procurer for sale of 1 MW (AC) Solar Photovoltaic Power by the SPP to the Procurer for 25 years as per the terms and conditions of this Agreement.
- i) Procurer agree(s) to procure Solar Photovoltaic Power of the Contracted Capacity of 1MW(AC) from the SPP as per the terms & conditions of this agreement.
- j) The Parties hereby agree to execute this Power Purchase Agreement setting out the terms and conditions for the sale of power by SPP to Procurer.

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

ARTICLE 1: DEFINITIONS, INTERPRETATION AND GENERAL PROVISIONS:

1.1 Definitions

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

"Act" or "Electricity Act, 2003"	Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
"Agreement" or "Power Purchase Agreement" or "PPA"	shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof;
"Appropriate Commission"	shall mean the Rajasthan Electricity Regulatory Commission.
"Bill Dispute Notice"	shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party;
"Capacity Utilisation Factor" or 'CUF'	shall mean Energy measured (kWh)/(365*24*installed capacity of the plant).
"Change in Law"	shall have the meaning ascribed thereto in Article 12.1 of this Agreement;
"Competent Court of Law"	shall mean any court or tribunal or any similar judicial or quasi-judicial body in Rajasthan that has jurisdiction to adjudicate upon issues relating to this Agreement;
"Consultation Period"	shall mean the period of sixty (60) days or such other longer period as the Parties may agree, commencing from the date of issuance of a Seller Preliminary Default Notice or Procurer Preliminary Default Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;
"Contract Year"	shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;
"Contracted Capacity"	shall mean For 1MW capacity – Minimum 1 MW DC arrays capacity and maximum 1.1 MW DC arrays capacity.

“Day”	shall mean a day, if such a day is not a working Day, the immediately succeeding working day;
“Delivery Point”	shall mean the interconnection point at the outgoing terminal at switchyard of SPP.
“Dispute”	shall mean any dispute or difference of any kind between the Seller and the Procurer in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16 of this Agreement;
"Due Date"	shall mean 34 th day from receipt of bill by RREC from SPP, if such day is not a working day, the immediately succeeding working day.
“Effective Date”	shall have the meaning ascribed thereto in Article 2.1 of this Agreement;
“Electricity Laws”	shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission.
" Energy Accounts"	shall mean the monthly energy accounts prepared by the SLDC as per State Grid Code and relevant regulations issued by RERC (as per their prescribed methodology) and including the revisions and amendments thereof.
“Event of Default”	shall mean the events as defined in Article 13 of this Agreement;
“Expiry Date”	Shall mean the date occurring twenty five (25) years from the date of scheduled commercial operation or date of actual commercial operation of the Solar PV Project, whichever is later;
"Force Majeure" or “Force Majeure Event”	shall have the meaning ascribed thereto in Article 13 of this Agreement;
“Grid Code” / “IEGC” or “State Grid Code”	shall mean the Grid Code specified by the Central Commission under Clause (h) of Sub-section (1) of Section 79 of the Electricity Act and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of Sub-section (1) of Section 86 of the Electricity Act 2003, as applicable;
“Incremental Receivables”	shall mean the amount of receivables, in excess of the amounts which have already been charged or agreed to be charged in favour of the parties by way of a legally binding agreement, executed prior to the Effective Date.

“Indian Governmental Instrumentality”	shall mean the Government of India, Governments of State of Rajasthan and any Ministry, Department, Board, Authority, Agency, Corporation, Commission under the direct or indirect control of Government of India or any of the above State Government(s) or both, any political sub-division of any of them
“Invoice” or “Bill”	shall mean either a Monthly Invoice, Monthly Bill or a Supplementary Invoice /Supplementary Bill by any of the Parties;
“Late Payment Surcharge”	shall have the meaning ascribed thereto in Article 10 of this Agreement;
"Law"	shall mean in relation to this Agreement, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of the
“Letter of Credit” or “L/C”	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
"Month"	shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month.
"Party" and "Parties"	shall have the meaning ascribed thereto in the recital to this Agreement;
“Payment Security Mechanism”	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
“Performance Bank Guarantee”	Shall mean the irrevocable unconditional bank guarantee submitted by the SPP to RREC from a Bank as mentioned in RfP;
“Preliminary Default Notice”	shall have the meaning ascribed thereto in Article 13 of this Agreement;
“RBI”	shall mean the Reserve Bank of India;
“Rebate”	shall have the same meaning as ascribed thereto in Article 10.3.4 of this Agreement;
" RREC"	shall mean Rajasthan Renewable Energy Corporation, a Company registered under the Companies Act, 1956 who shall be the Procurer of Solar power
"Rupees", "Rs." or “ ₹ ”	shall mean Indian rupees, the lawful currency of India;

“Scheduled Commercial Operation Date” or “Scheduled COD”	shall be 12 months from the date of signing of PPA.
“SERC”	shall mean the Electricity Regulatory Commission of any State in India constituted under Section-82 of the Electricity Act, 2003 or its successors, and includes a Joint Commission constituted under Sub-section (1) of Section 83 of the Electricity Act 2003;
“SLDC”	shall mean the centre established under Sub-section (1) of Section 31 of the Electricity Act 2003, relevant for the State(s) where the Delivery Point is located;
“SLDC Charges”	shall mean the charges levied by any of the relevant SLDCs on the SPP;
“Solar Photovoltaic” or “Solar PV”	shall mean the solar power project that uses sunlight for direct conversion into electricity and that is being set up by the Seller(s) to provide Solar Power to the Procurer;
“Solar Power”	shall mean power generated from the Solar PV Project;
“State Transmission Utility” or “STU”	shall mean the Board or the Government company notified by the State Government under Sub-section (1) of Section 39 of the Act;
“Tariff”	Shall have the same meaning as provided for in Article 9 of this Agreement;
“Tariff Payments”	shall mean the payments to be made under Monthly Bills as referred to in Article 10;
“Termination Notice”	shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement;
“Term of Agreement”	shall have the meaning ascribed thereto in Article 2 of this Agreement;
“Week”	shall mean a calendar week commencing from 00:00 hours of Monday, and ending at 24:00 hours of the following Sunday;
Working Day	Shall mean with respect to RREC and Discoms, a day other than Sunday or a Statutory holiday, as notified / declared by the Government of Rajasthan

1.2 Interpretation

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

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

construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented only if agreed to between the parties;

- 1.2.11 A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time;
- 1.2.12 A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time;
- 1.2.13 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part;
- 1.2.14 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement;
- 1.2.15 All interest, if applicable and payable under this Agreement, shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty five (365) days;
- 1.2.16 The words “hereof” or “herein”, if and when used in this Agreement shall mean a reference to this Agreement;
- 1.2.17 The terms “including” or “including without limitation” shall mean that any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;

1.3 GENERAL PROVISIONS:

1.3.1 Land

- 1.3.1.1 The Bidder has the option to purchase private land for setting up of Solar PV Plant anywhere in Rajasthan. The conversion of such land for industrial use is required as per clause 14 of Rajasthan Solar Energy Policy, 2011.

Or

The Bidder has the option to get allotment of Govt. land as per clause 14.2 of Rajasthan Solar Energy Policy, 2011. On request for Identified Govt. land by successful Bidder, land shall be allotted to the SPP by the District Collector as per the provision of Rajasthan Land Revenue (Allotment of

RfP/PV1/RREC/5 Solar PV Plants

Land for setting up of power plant based on Renewable Energy Sources) Rules, 2007.

The application for land allotment shall be forwarded to the concerned District Collector and same will be allotted by Revenue department at 10% of the applicable DLC rates to the successful Bidder(s). For setting up Solar Power Plant on different technology, maximum allottable land to SPP shall be as under:-

S. No.	Technology	Max. allottable land
i.	SPV on Crystalline Technology	2.5 Hect./MW
ii.	SPV on Thin Film/Amorphous Technology with or without tracker	3.5 Hect./MW
iii.	SPV on Crystalline Technology with Tracker	3.5 Hect./MW

The land should be specifically in the name of the Project Company with whom PPA is signed by the Procurer.

1.3.1.2 The ownership and possession of land at the time of submission of responses to RfP and at the time of signing of PPA is not insisted upon. At the time of Financial Closure, the selected Project Developer is required to submit the documentary evidence for ownership and physical possession of land.

1.3.1.3 RREC at its sole discretion may allow change of location of land for the project under the same GSS on a written request of SPP.

1.3.2 Evacuation System.

1.3.2.1 The concerned Discom shall arrange 11kV transmission line from the Power Plant Generating Substation to nearest 33/11kV Discom GSS. Cost of Transmission line will be borne by Discom(s). Preferable location of solar plant shall be such that length of 11 kV transmission line shall not be more than 5 km. In case same is more than 5 km then cost of line beyond 5 km shall be borne by solar power producer. In any case length of line should not be more than 7km. On commissioning of complete 11 kV line, the ownership of extra line (beyond 5 km, if any) will automatically be transferred to Discom and O&M of entire line will be done by Discom.

1.3.2.2 Discom(s) shall arrange grid connectivity/construction of Evacuation Systems not later than scheduled COD of the Plant. In case, Solar Power Producer wants to commission the plant before the scheduled COD, then will give at least six (6) months time to the Discom(s) for arranging grid connectivity/construction of line. The Solar Power Producer shall submit time-frame for construction of their plant along with Bank Guarantee equivalent to the cost of bay and transmission/distribution line with an undertaking to use the system within prescribed period. In case there is any delay in utilization of system, a penalty @ 12% per annum for the no of days of delay on the amount of Bank Guarantee will be levied by Discoms of Rajasthan. The Bank Guarantee shall be returned to the Solar Power Producer after commissioning of the project on depositing amount of penalty, if any on account of delay in the utilization of the system.

- 1.3.2.3 In case, Solar Power Plant is ready for commissioning and Discom fails to arrange grid connectivity/construction of Evacuation Systems on the mutually agreed date (or else the schedule COD), subject to ROW problem and force majeure conditions, then, Discom shall pay a penalty to the SPP @ 25% of the applicable tariff for the period of delay on the quantum of energy, the Solar Power Plant would otherwise have generated.
- 1.3.2.4 However, no penalty will be levied either on SPP or on Discom(s), if the mismatch between the completion/readiness of power evacuation system and Solar Power Plant is limited to one month.

1.3.3 Water for Power Generation:

No allocation of water shall be made by Water Resource Department GoR for development of Solar PV Power Plants.

1.3.4 Interconnection with Discom Sub Station:

- 1.3.4.1 All solar power plants getting connected to the grid for supplying power to Discoms shall be required to pay connectivity charges @ Rs. 2.0 Lac/MW and Bidder shall quote tariff considering this aspect. Discom shall provide complete line bay (including civil works) and its interconnection with existing electrical system in 33/11kV Discom GSS at Discom cost. Line Bay includes breakers, CTs, CVT/ PTs, isolators, protection equipments, bus bar material and other allied materials as applicable.
- 1.3.4.2 In case power evacuation from any solar power plant is made through temporary arrangement due to incomplete approved evacuation system, no charges will be payable by Solar Power Producer for shifting to the approved evacuation system.
- 1.3.4.3 In case at a later date, a new 33/11 kV GSS is constructed nearby solar power plant, Discom(s) can terminate the 11 kV transmission line to nearby 33/11 kV GSS by suitable augmentation of line. Discom will provide bay in new substation. Surplus Line and Bay resulted due to above augmentation shall be utilized by Discom for system Augmentation.
- ### **1.3.5 Approval of Discom for Connectivity with the Grid**
- 1.3.5.1 The Solar PV plant should be designed for interconnection with the nearest 33/11 kV substation of Discom at the voltage level of 11 kV. The project developer shall be responsible for entering into transmission evacuation agreement with Discom after allotment of project and signing of PPA. Approval from Discom confirming technical feasibility of the connectivity of the plant to grid substation at the indicated location shall be required immediately after recommendation of land for allotment by RREC to the District Collector.
- 1.3.5.2 In case selected bidder forms an SPV before signing of PPA then new technical feasibility of connectivity in New SPV name will be required to be taken from Discom after signing of PPA even if same is taken in name of Bidder. This will be also required in all cases where land location is changed.

1.3.6 Compensation for Loss of generation due to Non-availability/outage of evacuation system solely attributable to Discoms

1.3.6.1 In case of loss of generation due to non-availability/outage of evacuation system, solely attributable to Discom(s), subject to Force Majeure conditions, the SPP shall be eligible to get compensation towards loss of generation due to such non-availability/outage of evacuation system @ 25% of the applicable tariff on the quantum of energy, the Solar Power Plant would otherwise have generated.

1.3.6.2 To ascertain whether loss of generation was solely attributable to non-availability/outage of evacuation system, the basis will be the voltage parameter indicated by the energy meter and that there should be generation from the plant immediately before such non-availability/outage of the evacuation system or within 15 minutes after restoration of the evacuation system.

1.3.6.3 To ascertain the aforesaid non-availability/outage of the evacuation system & Generation of Solar Power Plant, the TOD provisions of Energy Meter(s) will prevail.

1.3.7 Weather Monitoring Station:

1.3.7.1 The grid connected solar PV Power Plants will install necessary equipment for regular monitoring of solar irradiance (GHI and tilted), temperature (ambient and Module), wind speed and other weather parameters and simultaneously for monitoring of the electric power generated from the plant. The instruments used for above measurements should remain calibrated for entire duration of PPA.

1.3.7.2 Online arrangement would have to be made by the solar power developer for submission of above data regularly for the entire period of this Power Purchase Agreement to RREC or any other agency authorized by RREC.

1.3.7.3 Reports on above parameters on monthly basis shall be submitted by the solar power developer to RREC for entire period of PPA.

2. ARTICLE 2: TERM OF AGREEMENT

2.1 Effective Date

2.1.1 This Agreement shall come into effect from the date of its execution by the Parties and such date shall be referred to as the Effective Date.

2.2 Term of Agreement

2.2.1 This Agreement subject to Article 2.3 and 2.4 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.

2.3 Early Termination

This Agreement shall terminate before the Expiry Date in the following cases:

- d. Either Seller or the Procurer terminates this Agreement, pursuant to Article 13 (Events of Default and Termination), of this Agreement; or
- e. In such other circumstances as the Seller or the Procurer may agree, in writing;

2.4 Survival

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 liquidated damages as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under, Article 11 (Force Majeure), Article 13 (Events of Default and Termination), Article 14 (Liability and Indemnification), Article 16 (Governing Law and Dispute Resolution), Article 17 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.

3. ARTICLE 3: CONDITIONS SUBSEQUENT TO BE SATISFIED BY THE SELLER

3.1 Satisfaction of conditions subsequent by the SPP /Seller.

3.1.1 The SPP agrees and undertakes to duly perform and complete all of the following activities at the SPP's own cost and risk within Six months from the Effective Date, unless such completion is affected by any Force Majeure event, or if any of the activities as specifically waived in writing by RREC:

- a) Documents for Technology selection:
 - i) Order copy/agreement copy, with Technology Provider/ supplier for supply of equipments for said technology.
 - ii) A certificate from the project / client that the technology supplied by the Manufacturer /Technology Provider are commercially established technology and at least one project based on this technology has been in successful operation.

- b) Details of the project with location which is in successful operation utilizing above technology.
 - c) Required land for project development is under clear possession of the project developer. In this regard the Project Developer shall be required to furnish the following documentary evidences:-
 - f. Ownership or lease hold rights from State agency only (for at least 30 years) in the name of the Project Developer and possession of 100% of the area of land (required for project development for the allotted project. Land has to be taken on lease from State agency.
 - g. Certificate by the concerned and competent revenue /registration authority for the acquisition/ownership/ vesting of the land in the name of the Project Developer.
 - h. Sworn affidavit from the Authorized person of the developer listing the details of the land and certifying total land required for the project under clear possession of the Project Developer.
 - i. A certified English translation from an approved translator in case above land documents are in other than English and Hindi Languages.
 - d) The SPP/Seller shall have obtained all Consents, Clearances and Permits required for supply of power to the Procurer as per the terms of this Agreement. In case a Project Company is incorporated and the Consents, Clearances and Permits have been obtained in the name of a company other than the Project Company, all such Consents, Clearances and Permits shall have been transferred in the name of such Project Company;
 - e) The SPP shall make Project Financial Arrangements and shall provide necessary documents;
 - f) The SPP shall have sent a written notice to Procurer indicating the Installed Capacity for the Power Project expressed in MW as defined under “contracted capacity” ;
 - g) Transmission Agreement between Discom and SPP confirming the evacuation and connectivity of Discom system with their Power Project switchyard.
- 3.1.2 Failure or delay on the part of seller in achieving the above conditions shall constitute sufficient grounds for encashment of the total Performance Bank Guarantee.

3.2 Consequences of non-fulfillment of conditions subsequent

- 3.2.1 In case of failure to submit the documents as above, RREC shall have the right to terminate this Agreement by giving a Termination Notice to the SPP in writing of at least seven (7) days. The termination of the Agreement shall take effect upon the expiry of the 7th day of the notice.
- 3.2.2 RREC shall be entitled to en-cash all Total Performance Bank Guarantees submitted by SPP.
- 3.2.3 For the avoidance of doubt, it is clarified that this Article shall survive the termination of this Agreement.
- 3.2.4 In case of inability of the SPP to fulfill any one or more of the conditions specified in Article 3.1 due to any Force Majeure event, the time period for fulfillment of the Conditions Subsequent as mentioned in Article 3.1, shall be extended for the period of such Force Majeure event.
- 3.2.5 Provided that due to the provisions of this Article 3.2, any increase in the time period for completion of conditions subsequent mentioned under Article 3.1, shall also lead to an equal extension in the Scheduled Commissioning Date.

3.3 Total Performance Bank Guarantee

- 3.3.1 The Total Performance Bank Guarantee furnished under this Agreement shall be for guaranteeing the commencement of the supply of power up to the Contracted Capacity within the time specified in this Agreement.
- 3.3.2 The failure on the part of the SPP to furnish and maintain the Total Performance Bank Guarantee for the specified period shall be a material breach of the term of this Agreement on the part of the SPP.
- 3.3.3 If the SPP fails to commence supply of power from the Scheduled Commissioning Date specified in this Agreement, subject to conditions mentioned in Article 4.5, Procurer shall have the right to encash the Total Performance Bank Guarantee in accordance with Article 4.6 without prejudice to the other rights of RREC under this Agreement.

3.4 Return of Total Performance Bank Guarantee

- 3.4.1 Subject to Article 3.3, RREC shall return / release the Total Performance Bank Guarantee three (3) months after the Commissioning Date.
- 3.4.2 The return/release of the Total Performance Bank Guarantee shall be without prejudice to other rights of RREC under this Agreement.

4 ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT

4.1 SPP's Obligations

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

- viii. obtaining all Consents, Clearances and Permits other than those obtained under Article 3.1.1 and maintaining all Consents, Clearances and Permits in full force and effect during the Term of this Agreement; and
- ix. designing, constructing, erecting, commissioning, completing and testing the Power Project in accordance with the applicable Law, the State Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices.
- x. the commencement of supply of power up to the Contracted Capacity to Procurer not later than the Scheduled Commissioning Date; and continuance of supply of Power throughout the term of agreement ;and .
- xi. connecting the Power Project switchyard with the STU/Discom(s) Transmission Lines at the outgoing Terminal Bay of the Power Project switchyard (Delivery Point); and
- xii. owning the Power Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 15;
- xiii. maintaining its controlling shareholding prevalent at the time of signing of PPA up to a period of one (1) year after Commercial operational Date; and
- xiv. fulfilling all obligations undertaken by the SPP under this Agreement.

4.2 Information regarding Interconnection Facilities

4.2.1 The SPP shall be required to obtain all information with regard to the Interconnection Facilities as is reasonably necessary to enable it to design, install and operate all interconnection plant and apparatus on the SPP's side of the Delivery Point to enable delivery of electricity at delivery Point.

4.3 Purchase and sale of Contracted Capacity

4.3.1 Subject to the terms and conditions of this Agreement, the SPP undertakes to sell to Procurer and Procurer undertakes to pay the agreed Tariff for all the energy supplied at the Delivery point corresponding to Contracted Capacity.

4.4 Right to Contracted Capacity & Energy

4.4.1 SPP has to generate minimum energy corresponding to a CUF of 12% during first year and 16% during remaining years. The non-compliance

shall make SPP liable to pay compensation to RREC. The amount of compensation shall be computed at the rate equal to the compensation payable by the Discoms towards non meeting of Solar RPOs, (imposed by RREC for non meeting of RPOs) subject to a minimum levy of penalty of 25% of the applicable tariff in any case.

- 4.4.2 If the SPP sets up the Power plant prior to the Scheduled Commissioning Date, the same has to be sold to RREC only and such prior commissioning shall be the actual COD. However the term of PPA shall remain valid upto 25 years from the scheduled COD, in such case.
- 4.4.3 Any energy generated, which is in excess of the quantum of power agreed to be supplied under this Agreement shall also be sold to RREC only.

4.5 Extensions of Time

- 4.5.1 In the event that the SPP is prevented from performing its obligations under Article 4.1 by the Scheduled Commissioning Date due to:

- d) any STU/Discom(s)/Procurer Event of Default; or
- e) Force Majeure Events affecting STU/Discom (s)/Procurer, or
- f) Force Majeure Events affecting the SPP,

the Scheduled Commissioning Date and the Expiry Date shall be deferred, subject to the limit prescribed in Article 4.5.2, for a reasonable period but not less than 'day for day' basis, to permit the SPP or STU/Discom(s)/Procurer through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the SPP or Procurer, or till such time such Event of Default is rectified by STU/Discom(s)/Procurer.

- 4.5.2 Subject to article 4.5.6, in case of extension occurring due to reasons specified in Article 4.5.1(a), any of the dates specified therein can be extended by RREC/State Level Screening Committee, subject to the condition laid down in RfP.
- 4.5.3. In case of extension due to reasons specified in Article 4.5.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of 180 days, then any of the Parties may choose to terminate the Agreement as per the provisions of Article 13.5.
- 4.5.4 If the Parties have not agreed, within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on the time period by which the Scheduled Commissioning Date or the Expiry Date should be deferred by, any Party may raise the Dispute to be resolved in accordance with Article 16.

4.5.5 As a result of such extension, the Scheduled Commissioning Date and the Expiry Date newly determined shall be deemed to be the Scheduled Commissioning Date and the Expiry Date for the purposes of this Agreement.

4.5.6 Notwithstanding anything to the contrary contained in this Agreement, subject to force majeure, any extension of the Scheduled Commissioning Date arising due to any reason envisaged in this Agreement shall be governed by clause 4.6.

4.6 Liquidated Damages for delay in commencement of supply of power to Procurer

4.6.1 If the SPP is unable to commence supply of power to *Procurer* by the Scheduled Commissioning Date other than for the reasons specified in Article 4.5.1, the SPP shall pay to *Procurer*, Liquidated Damages for the delay in such commencement of supply of power and making the Contracted Capacity available for dispatch by the Scheduled Commissioning Date as per following:

- j. Delay up to 200 days – RREC will encash 0.5% per day of the total Performance Bank Guarantee for the number of days of delay.
- k. Delay beyond 200 days from schedule commissioning, the PPA may be terminated. However, in exceptional cases, SLSC may consider to grant extension in the Scheduled Commissioning of project with a penalty @ 1% per day of the total Performance Bank Guarantee.
- l. If the SPP fails to pay the amount of liquidated damages within the period of ten (10) days as specified in Article 4.6.1, RREC shall be entitled to recover the said amount of the liquidated damages by invoking the Performance Bank Guarantee. If the then existing Total Performance Bank Guarantee is for an amount which is less than the amount of the liquidated damages payable by the SPP to RREC under this Article 4.6, then the SPP shall be liable to forthwith pay the balance amount within ten (10) days of the invocation of the Total Performance Bank Guarantee by RREC.

4.7 Acceptance/Performance Test

4.7.1 Prior to synchronization of the Power Project, the SPP shall be required to get the Project certified for the requisite acceptance/performance test as may be laid down by an agency identified by the RREC to carry out testing and certification for the solar power projects.

4.8 Third Party Verification

- 4.8.1 The SPP shall be further required to provide entry to the site of the Power Project free of all encumbrances at all times during the Term of the Agreement to RREC/STU/Discoms and a third Party/committee consisting of officials of MNRE, RERC, CEA, RREC, RVPN, Discoms and nominated by state Governmental Instrumentality for inspection and verification of the works being carried out by the SPP at the site of the Power Project.
- 4.8.2 The third party may verify the construction works/operation of the Power Project being carried out by the SPP and if it is found that the construction works/operation of the Power Project is not as per the Prudent Utility Practices, it may seek clarifications from SPP or require the works to be stopped or to comply with the instructions of third party.
- 4.8.3 The third party may carry out checks for testing the CUF of the Power Project. During a contract year, if the CUF of the Power Project is found to be below 12% during first year and 16% during remaining years on account of reasons solely attributable to SPP, the SPP shall be liable for non fulfillment of its obligation.

5 ARTICLE 5: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION

- 5.1 Synchronisation, Commissioning and Commercial Operation
 - 5.1.1 The SPP shall give the concerned / SLDC/RVPN/Discom(s) and RREC at least sixty (60) days advanced preliminary written notice and at least thirty (30) days advanced final written notice, of the date on which it intends to synchronize the Power Project to the State Grid System.
 - 5.1.2 Subject to Article 5.1.1, the Power Project may be synchronized by the SPP to the State Grid System when it meets all the connection conditions prescribed in Rajasthan Electricity Grid Code (REGC) and it meets all other Indian/State legal requirements for synchronization to the State Grid System.
 - 5.1.3 The synchronization equipment shall be installed by the SPP at its generation facility of the Power Project at its own cost. The SPP shall synchronize its system with the Grid System only after checking/verification is made by the concerned RVPN and Discoms Authorities of the Grid System.
 - 5.1.4 The SPP shall immediately after each synchronization/tripping of generator, inform the sub-station of the Grid System to which the Power Project is electrically connected in accordance with State Grid Code.
 - 5.1.5 The SPP shall commission the project within 12 months for the contracted

capacity power plant from the date of signing of PPA.

6 ARTICLE 6: DISPATCH

- 6.1 The Power Project shall be required to maintain compliance to the applicable Grid Code requirements and directions, if any, as specified by concerned SLDC/ from time to time.

7 ARTICLE 7: METERING

7.1 Metering

- 7.1.1 The metering system shall comprise of main, check, backup meters.
- 7.1.2 For measurement of solar energy supplied by Solar generating stations within the State, Main meter shall be provided on each outgoing feeder at the solar power Plant designated as main meter for billing purpose. Check meter shall be provided along with main meter on each outgoing feeder. Meters shall also be provided on the other end of the above 11kV feeders to serve as back-up meter. The consumption recorded by main meter shall be compared with the consumption recorded by backup meter on 11kV feeder to work out transmission losses as well as to monitor the correct functioning of both meters.
- 7.1.3 All meters (a) main (b) check (c) backup meters in Solar Power Plant Generating Substation shall be provided by seller at the cost of seller. The load survey of the meter should have provision of voltage monitoring in addition to other parameters. Power failure recording is required to be included in ToD provisions of the meter along with provision of memory requirement as per RERC Metering Regulations in force.
- 7.1.4 In the event of main meter or more than one meter becoming defective the order of precedence for billing shall be (a) main (b) check (c) backup.
- 7.1.5 The solar power plant requires auxiliary power during generation and non generation time. Successful bidder should note that separate power connection for auxiliary power consumption shall not be provided by Discom. Project developer is required to make either provision of solar lighting system in their area / plant to meet out the requirement of illumination otherwise they can draw the power from the STU/Discom through their metering system. In this case net metering (export – import reading of meters) will be applicable. In case power connection provided by the Discom for construction activity is not disconnected after commissioning of the plant then energy consumption would be reduced from the generation of the plant for energy accounting.
- 7.1.6 Other terms and conditions shall be as per CEA (Installation & Operation of Meters) Regulations, RERC Metering Regulations, IEGC/REGC and ABT as amended & revised from time to time.
- 7.1.7 The SPP shall bear all cost pertaining to installation, testing, calibration maintenance, renewal, and repair of all the meters referred at 7.1.1 above.

7.2 Weather Monitoring Station:

7.2.1 The grid connected solar PV Power Plants will install necessary equipment for regular monitoring of solar irradiance (GHI and tilted), temperature (ambient and Module), wind speed and other weather parameters and simultaneously for monitoring of the electric power generated from the plant. The instruments use for above measurements should remain calibrated for entire duration of PPA.

7.2.2 Online arrangement would have to be made by the solar power developer for submission of above data regularly for the entire period of this Power Purchase Agreement to RREC.

7.2.3 Reports on above parameters on monthly basis shall be submitted by the solar power developer to RREC for entire period of PPA.

7.3 Energy Accounting & Scheduling

7.3.1 The Scheduling and Energy Accounting of Solar Power shall be as per the provision of PPA and State Grid Code.

7.3.2 Energy Accounts shall be binding on both the Parties for billing and payment purposes.

8 ARTICLE 8: INSURANCES

8.1 Insurance

8.1.1 The SPP shall effect and maintain or cause to be affected and maintained, at its own cost and expense, throughout the Term of PPA, Insurances against such risks, with such deductibles and with such endorsements and co-insured(s), which the Prudent Utility Practices would ordinarily merit maintenance of and as required under the Financing Agreements.

8.2 Application of Insurance Proceeds

8.2.1 Save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

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

8.3 Effect on liability of Procurer

8.3.1 Notwithstanding any liability or obligation that may arise under this

Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the SPP can claim compensation, under any Insurance shall not be charged to or payable by Procurer.

9 ARTICLE 9: APPLICABLE TARIFF

9.1.1 The SPP shall be entitled to receive a Tariff of Rs /kWh for the energy supplied at the Delivery Point during a Contract Year pertaining to the Contracted Capacity throughout the term of PPA.

9.1.2 If as a consequence of delay in commissioning, the applicable RERC tariff changes, that part of the capacity of the project for which the commissioning has been delayed shall be paid the agreed tariff as per PPA or the applicable RERC tariff, whichever is lower.

Note – In case there is any change in tariff for that part of the capacity for which the commissioning has been delayed, the overall tariff for the project would be worked on the basis of weighted average method.

10 ARTICLE 10: BILLING AND PAYMENT

10.1 General

10.1.1 Payment of Energy Produced by the SPP shall be made on Net-Metering Basis: The Solar Power Plant requires auxiliary power during generation and non-generation time. Separate power connection for auxiliary power consumption shall not be provided by DISCOM(s). SPP may install Solar PV system to meet lighting requirement/other auxiliary consumption of solar plant. SPP can draw the power from the STU/DISCOM(s) through the metering system. In this case Net-Metering (Export – Import readings of meters) will be applicable.

10.1.2 From the commencement of supply of power by the Seller, the Procurer shall pay to the Seller the monthly Tariff Payments, on or before the Due Date, in accordance with Tariff as specified in the Article 9. All Tariff Payments by the Procurer shall be in Indian Rupees.

10.2 Delivery and Content of Monthly Bills

10.2.1 The Seller shall issue and present to Procurer a signed Monthly Bill /Supplementary Bill which shall be based on Joint meter reading along with other documents as may be deemed necessary for bill verification by the Procurer. The Due Date for payment of such Monthly Bill/Supplementary Bill shall be as detailed in Article 10.3.1 below.

Provided that:

- m. if the date of commencement of supply of power falls during the period between the first (1st) day and up to and including the fifteenth (15th) day of a Month, the first Monthly Bill shall be issued for the period until the last day of such Month, or
- n. if, the date of commencement of supply of power falls after the fifteenth (15th) day of a Month, the first Monthly Bill shall be issued for the period commencing from the Delivery Date until the last day of the immediately following Month.

Provided further that if a Monthly Bill/Supplementary Bill is presented on or before the second (2nd) day of a Month, it shall be deemed to have been presented on the second (2nd) day of such month only.

10.2.2 The Monthly Bill prepared shall include the following;

- o. Energy charges for Solar PV power supplied during the preceding Month;
- p. Adjustments based on Energy Accounts for the Solar PV power supplied in the previous month(s), if any;
- q. Late Payment Surcharge, if any; and
- r. Taxes, Duties, Levies etc as applicable.

10.3 Payment of Monthly Bills

- 10.3.1 The Procurer shall pay the amount payable under the Monthly Bill/Supplementary Bill within 34 days (the due date) from receipt of the bill, to such account of the Seller, as shall have been previously notified to the Procurer in accordance with Article 10.3.2 below.
- 10.3.2 The Seller shall open a bank account at Jaipur, Rajasthan ("Seller's Designated Account") for all Tariff Payments to be made by the Procurer to the Seller, and notify the Procurer of the details of such account at least ninety (90) Days before the dispatch of the first Monthly Bill. The Procurer shall also designate a bank account at Jaipur (the "Procurer's Designated Account") for payments to be made by the Seller to the Procurer, if any, and notify the Seller of the details of such account ninety (90) days before the dispatch of the first Monthly Bill. The Seller and the Procurer shall instruct their respective bankers to make all payments under this Agreement to the Procurer's Designated Account or the Seller's Designated Account, as the case may be, and shall notify either Party of such instructions on the same day.

10.3.3 Late Payment Surcharge

In the event of delay in payment of a Monthly Bill/Supplementary Bill by the Procurer thirty (30) days beyond its due date, a Late Payment Surcharge shall be payable by the Procurer to the Seller at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis subject to such late payment is duly received by RREC under PSA. The Late Payment Surcharge shall be claimed by the Seller through the next Monthly Bill/Supplementary Bill.

10.3.4 Rebate

For payment of any Bill within due date, the following Rebate shall be paid by the Seller to the Procurer in the following manner.

- s. A Rebate of 2% shall be payable to the Procurer for the payments made in full by the 4th working day from the receipt of the Bill by the Procurer.
- t. For payment of Bill made subsequently but up to the Due Date, a rebate of 1% shall be allowed for the payments made in full.
- u. For the above purposes, the date of receipt of bill shall be next working day from date of presentation of the bill.
- v. No Rebate shall be payable on the Bills raised on account of taxes, duties and cess etc.

10.3.5 Sharing of CDM Benefits:

The proceeds of carbon credit from approved CDM project shall be shared between Solar Power Generating Company and concerned beneficiaries as per RERC regulations applicable. Any such benefit under CDM received by RREC from the SPP shall be passed on to the Discoms.

10.3.6 Benefit under Renewable Energy Certificate Mechanism

The SPP, to the extent of capacity contracted with Procurer by signing PPA for supply of power under this Agreement will not be availing the benefit of REC in respect of such contracted capacity and such an undertaking would need to be furnished by the SPP.

10.4 Payment Security Mechanism

Letter of Credit (LC)

- 10.4.1 The Procurer shall provide to the Seller, in respect of payment of its Monthly Bills, an unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), opened and maintained by the Procurer, which may be drawn upon by the Seller in accordance with this Article. The Procurer shall provide to the Seller draft of the Letter of Credit proposed to be provided to the Seller two (2) months before the Scheduled Commissioning Date.
- 10.4.2 Not later than one (1) Month before the start of supply, the Procurer shall through a scheduled bank at Jaipur open a Letter of Credit in favour of the Seller, to be made operative at least 15 days prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) Months and shall be reviewed every year, in the month of January and revised w.e.f. April for an amount equal to:
- w. for the first Contract Year, equal to the estimated average monthly billing;
 - x. for each subsequent Contract Year, equal to the one point one (1.1) times the average of the monthly Tariff Payments of the previous Contract Year.
- 10.4.3 Provided that the Seller shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill, and shall not make more than one drawl in a Month.
- 10.4.4 Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 10.4.2 due to any reason whatsoever, the Procurer shall restore such shortfall within seven (7)

days.

- 10.4.5 The Procurer shall cause the scheduled bank issuing the Letter of Credit to intimate the Seller, in writing regarding establishing of such irrevocable Letter of Credit.
- 10.4.6 The Procurer shall ensure that the Letter of Credit shall be renewed not later than thirty (30) days prior to its expiry.
- 10.4.7 All costs relating to opening, maintenance of the Letter of Credit shall be borne by the Procurer.
- 10.4.8 If, the Procurer fails to pay a Monthly Bill or part thereof within and including the Due Date, then, subject to Article 10.4.6, the Seller may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from the Procurer, an amount equal to such Monthly Bill or part thereof, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:
 - iii. a copy of the Monthly Bill which has remained unpaid by the Procurer;
 - iv. a certificate from the Seller to the effect that the bill at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date;

10.4.9 Collateral Arrangement

As a further support for the Procurer' obligations, on or prior to the Scheduled Commissioning Date, the Procurer and the Seller shall execute Default Escrow Agreement (referred as "Default Escrow Agreement") for the establishment and operation of the Default Escrow Account in favour of the Seller, through which the revenues of the Procurer shall be routed and used as per the terms of the Default Escrow Agreement. The Procurer and the Seller shall contemporaneously with the execution of the Default Escrow Agreement enter into the Agreement to Hypothecate Cum Deed of Hypothecation, whereby the Procurer shall agree to hypothecate, Incremental Receivables to the extent as required for the Letter of Credit as per Article 10.4.2. The Default Escrow Agreement and the Agreement to Hypothecate Cum Deed of Hypothecation are collectively referred to as the "Collateral Arrangement".

Provided that the Procurer shall ensure that the Seller shall have first ranking charge on the Receivables in accordance with the terms of the Agreement to Hypothecate Cum Deed of Hypothecation.

- 10.4.10 The Default Escrow would come into operation if,

- iv. The Letter of Credit is not recouped by the Procurer to its required value by the 7th day of its operation;
- v. The Seller is unable to draw on the Letter of Credit on the Due Date, if the Procurer fail to pay by the Due Date.
- vi. Non-restoration of Escrow Arrangement by the 7th day of the Due Date.

10.5 Disputed Bill

10.5.1 If the Procurer does not dispute a Monthly Bill raised by the other Party within fifteen (15) days of receiving such Bill shall be taken as conclusive.

10.5.2 If the Procurer disputes the amount payable under a Monthly Bill it shall pay 95% of the disputed amount and it shall within fifteen (15) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:

- iv. the details of the disputed amount;
- v. its estimate of what the correct amount should be; and
- vi. all written material in support of its claim.

10.5.3 If the Seller agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, the Seller shall make appropriate adjustment in the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the Procurer and up to and including the date on which such payment has been received as refund.

10.5.4 If the Seller does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the disputing Party providing:

- iv. reasons for its disagreement;
- v. its estimate of what the correct amount should be; and
- vi. all written material in support of its counter-claim.

10.5.5 Upon receipt of the Bill Disagreement Notice by the Procurer under Article 10.5.4, authorized representative(s) of the Procurer and the Seller shall meet and make best endeavors to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice. If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to Article

10.5.4, the matter shall be referred to Dispute resolution in accordance with Article 16.

- 10.5.6 For the avoidance of doubt, it is clarified that despite a Dispute regarding an Invoice, the Procurer shall, without prejudice to its right to Dispute, be under an obligation to make payment, of 95% of the Disputed Amount in the Monthly Bill.

10.6 Quarterly and Annual Reconciliation

- 10.6.1 The Parties acknowledge that all payments made against Monthly Bills shall be subject to quarterly reconciliation within 30 days of the end of the quarter of each Contract Year and annual reconciliation at the end of each Contract Year within 30 days thereof to take into account the Energy Accounts, Tariff adjustment payments, Tariff Rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this Agreement.

- 10.6.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year as the case may be has been finally verified and adjusted, the Procurer and the Seller shall jointly sign such reconciliation statement. After signing of a reconciliation statement within 15 days the Seller shall make appropriate adjustments in the following Monthly Bill, with Surcharge/Interest, as applicable. Late Payment Surcharge/interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 16.

10.7 Payment of Supplementary Bill

- 10.7.1 Either Party may raise a bill on the other Party ("Supplementary Bill") for payment on account of:

- iv. Adjustments required as per the Energy Account(s) (if applicable);
- v. Tariff Payment for change in parameters, pursuant to provisions in Article 10; or
- vi. Change in Law as provided in Article 12 and such Supplementary Bill shall be paid by the other Party.

- 10.7.2 Procurer shall remit all amounts due under a Supplementary Bill raised by the SPP to the SPP's Designated Account by the Due Date. Similarly, the SPP shall pay all amounts due under a Supplementary Bill raised by Procurer, if any, by the Due Date to concerned Procurer designated bank account. For such payments by

Procurer, Rebate as applicable to Monthly Bills pursuant to Article 10.3.4 shall equally apply.

- 10.7.3 In the event of delay in payment of a Supplementary Bill by either Party beyond its Due Date, a Late Payment Surcharge shall be payable at the same terms applicable to the Monthly Bill in Article 10.3.3.

11. ARTICLE 11: FORCE MAJEURE

11.1 Definitions

- 11.1.1 In this Article, the following terms shall have the following meanings:

11.2 Affected Party

- 11.2.1 An affected Party means the Seller or the Procurer whose performance has been adversely affected by an event of Force Majeure.

11.3 Force Majeure

- 11.3.1 A 'Force Majeure' means any event or circumstance or combination of events and circumstances as stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care in performing its obligations:

- f) Act of God, including, but not limited to lightning, drought, fire and explosion, earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or
- g) Explosion, accident or breakage of transmission facilities to deliver power from the Delivery Points to the receiving substation(s); or
- h) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action making the performance of obligations as specified herein as impossible; or
- i) Radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Power Project by the Affected Party or those employed or engaged by the Affected Party.

- j) An event of force majeure affecting the concerned STU/Discom(s), as the case may be, thereby affecting the evacuation of power from the Delivery Points by the Procurer;

11.4 Force Majeure Exclusions

11.4.1 Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- e) Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
- f) Strikes at the facilities of the Affected Party;
- g) Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- h) Non-performance caused by, or connected with, the Affected Party's:
 - iv. Negligent or intentional acts, errors or omissions;
 - v. Failure to comply with an Indian Law; or
 - vi. Breach of, or default under this Agreement.

11.5 Notification of Force Majeure Event

11.5.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement.

Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.

11.5.2 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or

obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.

11.6 Duty to Perform and Duty to Mitigate

11.6.1 To the extent not prevented by a Force Majeure Event pursuant to Article 11.3, the Affected Party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

11.7 Available Relief for a Force Majeure Event

11.7.1 Subject to this Article 11

- e. No Party shall be in breach of its obligations pursuant to this Agreement to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;
- f. Every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations as specified under this Agreement;
- g. For avoidance of doubt, neither Party's obligation to make payments of money due nor payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.
- h. Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event;

12 ARTICLE 12: CHANGE IN LAW

12.1 Definitions

In this Article 12, the following terms shall have the following meanings:

12.1.1 "Change in Law" means the occurrence of any of the following events after the Effective Date resulting into any additional recurring/ non-recurring expenditure by the SPP or any income to the SPP:

- the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law;
- a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
- the imposition of a requirement for obtaining any Consents,

Clearances and Permits which was not required earlier;

- a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits; except due to any default of the SPP;
- any change in tax or introduction of any tax made applicable for supply of power by the SPP as per the terms of this Agreement.

but shall not include (i) any change in any withholding tax on income or dividends distributed to the shareholders of the SPP, or (ii) any change on account of regulatory measures by the Appropriate Commission including calculation of Availability.

12.1.2 Imposition of Antidumping duties shall not be covered under change in law.

12.2 Relief for Change in Law.

12.2.1 The aggrieved Party shall be required to approach the State Commission for seeking approval of Change in Law.

12.2.2 The decision of the Appropriate (State) Commission to acknowledge a Change in Law and provide relief for the same shall be final and governing on both the Parties.

13. ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION

13.1 SPP Event of Default

13.1.1 The occurrence and continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event, shall constitute a SPP Event of Default:

viii. the failure to commence supply of power to Procurer up to the Contracted Capacity, relevant to the Scheduled Commissioning Date, and continuance of supply of power throughout the term of the Agreement;

or

ix. if

- a) the SPP assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Power Project in contravention of the provisions of this Agreement;

or

b) the SPP transfers or novates any of its rights and/ or obligations under this agreement, in a manner contrary to the provisions of this Agreement; except where such transfer

- is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement

or

- is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;

x. if (a) the SPP becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the SPP, or (c) the SPP goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,

Provided that a dissolution or liquidation of the SPP will not be a SPP Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the SPP and expressly assumes all obligations of the SPP under this Agreement and is in a position to perform them; or

- xi. the SPP repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from Procurer in this regard; or except where due to any Procurer's failure to comply with its material obligations, the SPP is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the SPP within thirty (30) days of receipt of first notice in this regard given by Procurer .
- xii. except where due to any Procurer's failure to comply with its material obligations, the SPP is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the SPP within thirty (30) days of receipt of first notice in this regard given by Procurer
- xiii. Failure to replace the Performance Bank Guarantee, as per the terms of this Agreement; or
- xiv. Occurrence of any other event which is specified in this Agreement to be a material breach/ default of the SPP.

13.2 Procurer Event of Default

13.2.1 The occurrence and the continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by the SPP of its obligations under this Agreement, shall constitute the Event of Default on the part of defaulting Procurer:

- y. Procurer fails to pay (with respect to a Monthly Bill or a Supplementary Bill) an amount exceeding fifteen (15%) of the undisputed part of the most recent Monthly/ Supplementary Bill for a period of ninety (90) days after the Due Date and the SPP is unable to recover the amount outstanding to the SPP through the Letter of Credit for the applicable Month; or
- z. except where due to any SPP's failure to comply with its obligations, Procurer is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by Procurer within thirty (30) days of receipt of notice in this regard from the SPP to Procurer ; or
- aa. if
 - Procurer becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or
 - any winding up or bankruptcy or insolvency order is passed against Procurer , or
 - Procurer goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,
 - Provided that it shall not constitute a Procurer Event of Default, where such dissolution or liquidation of Procurer or Procurer is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and has creditworthiness similar to Procurer and expressly assumes all obligations of Procurer and is in a position to perform them; or;
- bb. Occurrence of any other event which is specified in this Agreement to be a material breach or default of Procurer.

13.3 Procedure for cases of SPP Event of Default

13.3.1 Upon the occurrence and continuation of any SPP Event of Default under Article 13.1, Procurer shall have the right to deliver to the SPP a notice stating its intention to terminate this Agreement (Procurer Preliminary

Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

13.3.2 Following the issue of Procurer Preliminary Default Notice, the Consultation Period of sixty (60) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall have to be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

13.3.3 During the Consultation Period, the Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations under this Agreement.

13.3.4 Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the SPP Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, Procurer may terminate this Agreement by giving a written Termination Notice of thirty (30) days to the SPP.

13.4 Procedure for cases of Procurer Event of Default

13.4.1 Upon the occurrence and continuation of any Procurer Event of Default specified in Article 13.2 the SPP shall have the right to deliver to Procurer, a SPP Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.

13.4.2 Following the issue of a SPP Preliminary Default Notice, the Consultation Period of sixty (60) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

13.4.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

13.4.4 After a period of seven (7) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or Procurer Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, the SPP shall be free to sell the Contracted Capacity to any third party of the SPP's choice. Provided further that at the end of three (3) months period from the period mentioned in this Article 13.4.4, this Agreement may be terminated by the SPP.

13.5 Termination due to Force Majeure

- 13.5.1 If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 4.5.3, either Party shall have the right to cause termination of the Agreement. In such an event, this Agreement shall terminate on the date of such Termination Notice.

14 ARTICLE 14: LIABILITY AND INDEMNIFICATION

14.1 Indemnity

- 14.1.1 The SPP shall indemnify, defend and hold Procurer harmless against:

- c. any and all third party claims against Procurer for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the SPP of any of its obligations under this Agreement; and
- d.
 - b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred or to be incurred by Procurer from third party claims arising by reason of:
 - breach by the SPP of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the SPP, for which specific remedies have been provided for under this Agreement), or
 - any of the representations or warranties of the SPP, if any made under this Agreement, being found to be inaccurate or untrue.

14.1.2 Procurer shall indemnify, defend and hold the SPP harmless against:

- cc. any and all third party claims against the SPP, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by Procurer of any of its obligations under this Agreement; and
- dd. any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the SPP from third party claims arising by reason of
 - a breach by Procurer of any of its obligations under this Agreement (Provided that this Article 14 shall not apply to such breaches by Procurer, for which specific remedies have been provided for under this Agreement.) or
 - any of the representations or warranties of Procurer, if any made under this Agreement, being found to be inaccurate or untrue.

14.2 Procedure for claiming Indemnity

14.2.1 Third party claims

- ee. Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 14.1.1(a) or 14.1.2(a), the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 14.1.1(a) or 14.1.2 (a) in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice. Provided however that, if:
- iii. the Parties choose to refer the dispute before the Arbitrator in accordance with Article 16.3.2; and
- iv. the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute,

The Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the Indemnified Party.

- ff. The Indemnified Party may contest the claim by referring to the Arbitrator for which it is entitled to be Indemnified under Article 14.1.1(a) or 14.1.2(a) and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified party. However, such Indemnified Party shall not settle or compromise such claim without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

14.3 Indemnifiable Losses

- 14.3.1 Where an Indemnified Party is entitled to Indemnifiable Losses from the Indemnifying Party pursuant to Article 14.1.1(b) or 14.1.2(b), the Indemnified Party shall promptly notify the Indemnifying Party of the Indemnifiable Losses actually incurred by the Indemnified Party. The Indemnifiable Losses shall be reimbursed by the Indemnifying Party within thirty (30) days of receipt of the notice seeking Indemnifiable Losses by the Indemnified Party. In case of nonpayment of such losses after a valid notice under this Article 14.3, such event shall constitute a payment default under Article 13.

14.4 Limitation on Liability

- 14.4.1 Except as expressly provided in this Agreement, neither the SPP nor Procurer nor its/ their respective officers, directors, agents, employees or Affiliates (or their officers, directors, agents or employees), shall be liable

or responsible to the other Party or its Affiliates, officers, directors, agents, employees, successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of power generation or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of Procurer, the SPP or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

- 14.4.2 Procurer shall have no recourse against any officer, director or shareholder of the SPP or any Affiliate of the SPP or any of its officers, directors or shareholders for such claims excluded under this Article. The SPP shall have no recourse against any officer, director or shareholder of Procurer, or any Affiliate of Procurer or any of its officers, directors or shareholders for such claims excluded under this Article.

14.5 Duty to Mitigate

- 14.5.1 The Parties shall endeavor to take all reasonable steps so as mitigate any loss or damage which has occurred under this Article 14.

15 ARTICLE 15: ASSIGNMENTS AND CHARGES

15.1 Assignments

- 15.1.1 This Agreement shall be binding upon, and insure 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:
- 15.1.2 Provided that, procurer shall permit assignment of any of SPP's rights and obligations under this Agreement in favour of the lenders to the SPP, if required under the Financing Agreement.
- 15.1.3 Provided that, such consent shall not be *withheld by the SPP if procurer* seeks to transfer to any affiliate all of its rights and obligations under this Agreement.
- 15.1.4 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.

15.2 Permitted Charges

- 15.2.1 Neither Party shall create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement, other than as set forth in Article 15.1.

16 ARTICLE 16: GOVERNING LAW AND DISPUTE RESOLUTION

16.3 Governing Law

- 16.1.1 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 arising out of or in connection with this Agreement shall be under the jurisdiction of court in Jaipur.

16.2 Amicable Settlement and Dispute Resolution

16.2.1 Amicable Settlement

gg. 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:

- iv. a description of the Dispute;
 - v. the grounds for such Dispute; and
 - vi. all written material in support of its claim.
- hh. The other Party shall, within thirty (30) days of issue of Dispute Notice issued under Article 10.5.2, furnish:
- iii. counter-claim and defenses, if any, regarding the Dispute; and
 - iv. all written material in support of its defenses and counter-claim.
- ii. Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 10.5 if the other Party does not furnish any counter claim or defence under Article 10.5 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 settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 10.5., the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

16.3 Dispute Resolution

16.3.1 Dispute Resolution by the Appropriate Commission

16.3.1.1 Where any Dispute or differences arises in respect of this PPA, such dispute or differences shall be referred to the appropriate commission by the parties for adjudication. Appeal against the decisions of the Appropriate Commission shall be made only as per the provisions of the Electricity Act, 2003, as amended from time to time.

16.3.2 Parties to Perform Obligations

16.3.2.1 Notwithstanding the existence of any Dispute and difference referred to the Appropriate Commission as provided in Article 16.3.1 and save as the Appropriate Commission or the Arbitration Tribunal may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement.

17 ARTICLE 17: MISCELLANEOUS PROVISIONS

17.1 Amendment

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

17.1.2 If any clause or any part of this PPA is not in conformity with the RERC Regulations / Orders, the same shall be amended to that extent.

17.2 Third Party Beneficiaries

17.2.1 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.

17.3 Waiver

17.3.1 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 in writing duly executed by an authorised representative of such Party:

17.3.2 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.

17.4 Confidentiality

17.4.1 The Parties undertake to hold in confidence this Agreement and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

- jj. to their professional advisors;
 - kk. 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
 - ll. disclosures required under Law.
- without the prior written consent of the other Parties.

17.5 Severability

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

17.6 Notices

17.6.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language.

17.6.2 If to the Procurer, all notices or other communications which are required must be delivered personally or by registered post or facsimile or any other method duly acknowledged to the addresses below:

Address Chairman & Managing Director

Rajasthan Renewable Energy Corporation Limited

E-166, Yudhisthir Marg, C-Scheme, Jaipur

Email rrec_jai@yahoo.co.in & solar.rrec@gmail.com

Fax 0141-2226028

Telephone 0141-2225859

17.6.3 If to the Seller, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the address(es) below:

- (i) Address :
- Attention :
- Email :
- Fax. No. :

Telephone No. :

- 17.6.4 All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the appropriate Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgement of the recipient, unless the Party delivering the notice can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.
- 17.6.5 Any Party may by notice of at least fifteen (15) days to the other Party change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

17.7 Language

- 17.7.1 All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.
- 17.7.2 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.

17.8 Restriction of Shareholders / Owners' Liability

- 17.8.1 Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement. Further, the financial liabilities of the shareholder/s of each Party to this Agreement shall be restricted to the extent provided in the Indian Companies Act, 1956.

17.9 Taxes and Duties

- 17.9.1 The SPP shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the SPP, contractors or their employees that are required to be paid by the SPP as per the Law in relation to the execution of the Agreement.
- 17.9.2 The Procurer shall be indemnified and held harmless by the SPP against any claims that may be made against the Procurer in relation to the matters set out in Article 17.9.1.
- 17.9.3 The Procurer shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the SPP.

17.10 No Consequential or Indirect Losses

- 17.10.1 The liability of the Procurer and The Seller shall be limited to that explicitly provided in this Agreement.
Provided that notwithstanding anything contained in this Agreement, under no event shall the Seller or the Procurer claim from one another any indirect or consequential losses or damages.

17.11 Order of priority in application

In case of inconsistencies between the agreement(s) executed between the Parties, applicable Law including rules and regulations framed there under, the order of priority as between them shall be the order in which they are placed below:

- iv. applicable Law, rules and regulations framed thereunder;
- v. the state Grid Code; and
- vi. the terms and conditions of this Agreement;

17.12 Independent Entity

17.12.1 The Procurer shall be an independent entity performing its obligations pursuant to the Agreement.

17.12.2 Subject to the provisions of the Agreement, the Procurer shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the Procurer in connection with the performance of the Agreement shall be under the complete control of the Procurer and shall not be deemed to be employees, representatives, of the Seller and nothing contained in the Agreement or in any agreement or contract awarded by the Procurer shall be construed to create any contractual relationship between any such employees, representatives or contractors and The Seller.

17.13 Compliance with Law

17.13.1 Despite anything contained in this Agreement but without prejudice to this Article, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made thereunder, such provision of this Agreement shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

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.

Signature with seal

Signature with seal

Witness:

Witness:

1.

1.

2.

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