

Request for Selection (RfS)

Document

For

Setting up of 50 projects of 1MW (AC) each Small

Solar PV Plant to be connected on 11kV level at

33/11kV Discom's Substation in Rajasthan

Under

Rajasthan Solar Energy Policy 2011

RfS/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; rrec_jaipur@yahoo.co.in

3rd Febuary 2012

RfS/PV1/RREC/5 Solar PV Plants

Request for Selection (RfS) RfS/PV1/RREC/5 by RREC for Setting up 50 projects of 1MW (AC) each 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 supply of power to Jaipur Vidhyut Vitran Nigam Limited (JVVNL), Ajmer Vidhyut Vitran Nigam Limited (AVVNL) and Jodhpur Vidhyut Vitran Nigam Limited (JdVVNL) – the Distribution Licensees in the state of Rajasthan in India.

This Request for Selection (RfS) Project Documents along with Schedules & Annexure etc is issued to -

M/s. _____

NOTES:

1. This RfS/PV1/RREC/5 document is not transferable.
2. Though adequate care has been taken while preparing the RfS Project 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 respects and has been received by the Bidder.
3. The Rajasthan Renewable Energy Corporation Limited (RREC) may modify, amend or supplement this RfS Project Document including PPA.
4. Please see regularly our website www.rrecl.com for latest up-date after issue of this RfS. All modification / amendment / clarification / information etc shall be given in our website only.

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
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Email: rrec_jai@yahoo.co.in rrec_jaipur@yahoo.co.in

RfS/PV1/RREC/5 Solar PV Plants

DISCLAIMER

1. This Request for selection (RfS) project document is not an agreement or offer by the RREC to the prospective Bidders or any other party. The purpose of this RfS is to provide interested parties with information to assist the formulation of their Bid. This RfS is based on material and information available in public domain.
2. The RfS and the information contained therein are to be used only by the person to whom it is issued. Save and except as provided in Clause 1.7 of the RfS, it shall not be copied or distributed by the recipient to third parties. In the event that the recipient does not continue with its involvement in the bidding process in accordance with this RfS, this RfS must be kept confidential.
3. While this RfS/PV1/RREC/5 has been prepared in good faith, neither the RREC nor their employees or advisors or procurer(s) or their employee 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 RfS, even if any loss or damage is caused by any act or omission on their part.

Section 1

Introduction

RfS/PV1/RREC/5

RfS/PV1/RREC/5 SECTION - 1

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. The State will support setting up of 50 projects of 1MW (AC) each 11kV Grid connected small Solar Photo voltaic (PV) Plant for direct sale of power to Discoms of Rajasthan as per clause 5.1.7(ii) of policy. As per clause no 9 of solar policy, the Rajasthan Renewable Energy Corporation Limited (RREC), as the Nodal Agency, will select solar power producer for setting up 50 projects of 1MW(AC) each Grid connected small Solar PV Plants of these solar projects. Selection of these Solar Power Projects shall be through tariff based competitive bidding process.

1.2 Jaipur Vidhyut Vitran Nigam Limited (JVVNL), Ajmer Vidhyut Vitran Nigam Limited (AVVNL) and Jodhpur Vidhyut Vitran Nigam Limited (JdVVNL), hereinafter referred to as "Procurer(s)", will directly purchase power generated from these selected 50 Projects each of 1MW Solar PV Plant.

1.3 RREC invites request from interested companies and/or Bidding Consortium and or any Consortium Member thereof ("Bidders") for Selection of Successful Bidder(s) for setting up of 50 Solar PV Projects of 1MW each (total aggregate capacity of 50 MW) for supply solar energy for 25 years through a competitive bidding process on the basis of international competitive bidding as per Section – 63 of the Electricity Act, 2003 and as amended from time to time. The responsibility of the Successful Bidder(s) would be to supply power to the Procurer(s) as per the terms and conditions of the PPA. The PPA will be signed between Procurer(s) and Successful Bidder(s)

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 phase -1, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve the commissioning of the projects in state. MoU or any type of agreement with technology provider is not required to be submitted along with the response to RfS. Also any technology Partner's details are

RfS/PV1/RREC/5 Solar PV Plants

not required at RfS stage. The Bidder has to submit their proposed technology at the stage of RfS in format 6.11.

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

- i) Details of final technology selection viz Crystalline/ Thin Film/ Concentrator PV/specific any Other Technology etc.
- ii) Order copy/agreement copy with Technology Provider/ supplier for supply of modules, equipments for said technology.
- iii) A certificate from the project / client that the technology supplied by the Manufacturer /Technology Provider has been in successful operation anywhere in world.

1.4.3. Conventional Technology: PV Modules without trackers etc generating up to 21% CUF shall come under category of Conventional Technology.

1.4.4. Advance Technology: PV Modules with trackers etc generating more than 21% CUF shall come under category of Advance Technology.

1.5 **Tariff:** PPA will be signed between Procurer(s) and Successful Bidder(s). The Procurer(s) shall pay to the Seller(s) the Quoted Tariff which has been arrived after discount in generic tariff (benchmark tariff, refer clause 3.8.2) declared by Rajasthan Electricity Regulatory Commission, as per the terms and conditions of the PPA enclosed at Format 6.14. The tariff shall be payable by the Procurer(s) in Indian Rupees, as per provisions of the PPA enclosed at Format 6.14

1.6 Issue of RfS: The detailed terms and conditions for qualification of the Bidders and for Bid submission are indicated in the RfS. All those interested in purchasing the RfS may respond in writing to the address given in Clause 2.0 below with a non-refundable fee of Rs.5000/- (Rupees Five Thousand only) or 125 US Dollars (US Dollars one Hundred & Twenty five only), in the form of a demand draft / banker's cheque / pay order drawn in favor of RREC, payable at Jaipur, latest by 10 March 2012. The document has to be purchased in name of the Bidding company/lead member of Bidding Consortium only.

1.7 The RfS shall be issued to the Bidders on any working day from 3rd February 2012 to 10th March 2012 between 10:00 hours (IST) to 17:00 hours (IST) by RREC on written request and against payment of the above mentioned fee by any Bidder. In case where Bidders request the documents to be sent by post, the RREC shall promptly dispatch the RfS to such Bidder by registered mail / air mail/courier only upon receipt of written request and payment of the above mentioned fee by such Bidders. The RREC shall, under no circumstances, be held responsible for late delivery or loss of documents so mailed.

RfS/PV1/RREC/5 Solar PV Plants

1.8 The RfS can also be downloaded from www.rrecl.com However, in such case interested Bidder can submit the Bid alongwith a demand draft/ pay order of non refundable fee of Rs. 5000/- (Rupees five thousand only) or 125 US Dollars (US Dollars one hundred and Twenty five Only).

1.9 **Receipt of Bid:**

Bid must be delivered to the address as given in Clause 2.0 on or before 15.00 hours (IST) on 19th March 2012. If it is a public holiday on the last date for submission of the Bid, the submission and the receipt of the Bid shall be on or before 15.00 hours (IST) on the next working day at the place of submission of Bid.

2.0 **Correspondence for enquiries and clarifications**

All correspondence, clarifications in respect of the RfS 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 / 2229341/ 2229055
Fax: 0141-2226028
Email: rrec_jai@yahoo.co.in rrec_jaipur@yahoo.co.in

Section 2

Definitions

RfS/PV1/RREC/5

**RfS/PV1/RREC/5
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;

“**Authorized Representative of procurer(s)**” shall mean the body corporate authorized by the Procurer(s) to carry out the bidding process for the selection of the Successful Bidder(s) on their behalf;

“**Bidder**” shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Consortium/ Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require”;

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

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

“**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;

“**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;

RfS/PV1/RREC/5 Solar PV Plants

“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 RfS 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 (in MW) contracted between the Seller and the Procurer(s) 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 fulfilment 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 RfS.

"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 and which results in Solar Power Producers 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, 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 the Authorized Representative to the Successful Bidder(s) for Setting up of solar power plant to supply of solar power to procurers;

"Limited Liability Partnership" or "LLP" shall mean a Company governed by 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 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(s) and the Seller pursuant to which the Seller shall supply power to the Procurer(s) as per the terms and conditions specified therein and a draft of which is attached as Format 6.14 to this RfS, including all its schedules, annexure, and all amendments or modifications;

RfS/PV1/RREC/5 Solar PV Plants

“Project” shall mean solar PV project with single point of injection in to the STU/Discom grid substation of 11/33kV or above voltage level;

“Project Company” shall mean the Company incorporated by the Bidder as per Indian Laws in accordance with Clause 3.6 of this RfS;

“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 vide order dated 25-5-2010;

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

“RfS 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) RfP
- b) PPA
- c) Default Escrow Agreement
- d) Agreement to Hypothecate-cum-deed of Hypothecation; and
- e) Any other agreements designated as such, from time to time by the Procurer/ Authorized Representative;

“Scheduled Commercial Operation Date” or “ Scheduled COD” shall be a date, twelve (12) months from the Effective Date, when the Solar PV Project is required to be commissioned as per the terms and conditions of the PPA;

“Selected Bidder(s) or Successful Bidder(s)” shall mean the Bidder(s) selected by the Authorized Representative, pursuant to this RfS to set up the project and supply of power as per the terms of the RfS 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 Documents specified in RfS & RfP with the Procurer(s) and who shall be responsible for supplying power to the Procurer(s) at the at outgoing point of Solar Power Plant.

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

RfS/PV1/RREC/5 Solar PV Plants

"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;

"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 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.

Section 3

**Information and
Instruction to Bidders**

RfS/PV1/RREC/5

**RfS/PV1/RREC/5
SECTION - 3**

3.0 INFORMATION AND INSTRUCTION TO BIDDERS

3.1 Total Capacity Offered

Selection of Setting up of Grid connected Solar PV Projects in Rajasthan for capacity up to 50 MW shall be done under phase-1, as per clause 5.1.7(ii) of Rajasthan Solar Energy policy-2011.

3.2 Capacity of each Project

3.2.1 The capacity of each Solar PV Project shall be 1 MW +5% AC and no further variation in the capacity of the Project shall be permitted. 1MW AC capacity means 1 MW AC output at inverter. This power plant will be connected on 11kV level at nearby 33kV Substation with-in 5 km. No two projects of 1 MW AC shall be connected to one 33 KV GSS. Solar PV Project of 1 MW +5% AC each will be selected through a competitive bidding process on the basis of international competitive bidding as per Section – 63 of the Electricity Act, 2003 and as amended from time to time. 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 projects of each of 1MW of same company/different companies can be at nearby locations but these two projects will be connected to different 33 kV GSS. Transmission line length in each case shall be within 5 km. Please see clause 5.6 also of this RfS.

3.3 Obtaining RfS document, Processing Fees & Registration with RREC

- a) The RfS document has to be purchased in the name of the Bidding Company / Lead Member of Bidding Consortium only.
- b) The Bidders should be registered with RREC prior to participation in this bid process. All the companies registered earlier need not to be registered again. For new registration, if any, please see Rajasthan Solar Energy Policy 2011 available on RREC website www.rrecl.com. If any company 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 RfS documents.

RfS/PV1/RREC/5 Solar PV Plants

- c) Same Company can participate in RfS/PV1/RREC/5, RfS/PV10/RREC/6, & RfS/Thermal 50/RREC/7. In that case Solar Power Producer should be registered with RREC for total capacity applied in different RfS

(Example: A company participate

i) In RfS/PV1/RREC/5 of 1MW PV: 2 Projects of 1MW	2 MW
ii) In RfS/PV10/RREC/6 of 5/10MW PV: 1 Project of 5MW	5 MW
iii) In RfS/Thermal 50/RREC/7 of 100MW Thermal: 1 Project	<u>50 MW</u>
Total	<u>57 MW</u>

Then Required Registered Capacity with RREC of that bidder should be of 57 MW. If in a consortium A, B, C companies are submitting bids in various RfS, if A is registered for 20 MW, B is registered separately for 50 MW and C is registered separately with 10 MW then their total registration capacity shall be 80 MW.

If any Solar Power Producer has registered for say 100 MW thermal/PV technology(s) then they can get it modified before the start of bid process to appropriate technology capacity for which they as Bidder wants to participate or Bidder can fill the Performa 6.12 in RfS.

- d) Prospective bidders interested to participate in the bidding process are required to submit their RfS document along with a non-refundable processing fee of @ Rs. 10,000.00 (Rupees Ten thousand) per MW in the form of DD/Pay Order in favour of Rajasthan Renewable Energy Corporation Limited payable at Jaipur.
- e) A bidding company/Consortium will be eligible to participate in the bidding process only
- i) On submission of RfS along with the processing fee and EMD etc.
 - ii) Bidding company /any of Consortium Member should be registered with RREC.

3.4 Proposal for Short-listing of Projects

Bidders may submit response to Request for Selection (RfS) for setting up of Solar PV Projects under clause 5.1.7(ii) of Rajasthan Solar Energy Policy 2011. Response to RfS has to be submitted as per the terms & conditions of this RfS.

3.5 Number of Response to RfS by a Company

RfS/PV1/RREC/5 Solar PV Plants

The bidder, including its Parent, Affiliate or Ultimate parent company may submit response to RfS for development of SPV plant as under:

i) **Offer by one company:**

The bidder, including its Parent, Affiliate or Ultimate parent may submit response to RfS for maximum five projects of 1MW +5% AC.

Or alternately

ii) **Two companies A & B or more including its Parent, affiliate or Ultimate parent:**

A, B or more up to five, all companies can offer total 5 projects of 1 MW+5% AC. i.e., **affiliate** companies can offer 5 projects of 1 MW+5% AC only, which have to be at multiple locations using a Solar PV technology and each connected to distinct 33/11kV Substation. Such bids shall be submitted only in one packet consisting separate RfS for A and B company/bidder or more up to 5 companies in the prescribed formats detailing each Project of 1 MW +5% AC, along with locations. Bidder/Company A, B, C etc. can quote different tariff or same tariff.

In such a case, each bidder / Company A & B, shall either individually or by using the net worth of the Parent company/affiliate proportionate to the equity held / control held / shall meet the net-worth criteria as per clause 3.6 of the bidding document and all such companies should have individual registration with RREC to that extent.

iii) The total capacity to be allocated to a Bidder including its Affiliate, Parent or Ultimate parent shall be limited to 5 projects each of 1 MW +5% AC. The Bidder has to furnish a disclosure as per Format for Disclosure Format -6.9.

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

3.6 Qualification Requirements

The Bidder should be a 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**

RfS/PV1/RREC/5 Solar PV Plants

- (i) Companies incorporated under the Company's Act, 1956 are eligible on standalone basis or as a part of the bidding consortium.
- (ii) A foreign company can also participate on standalone basis or as a member of consortium at RfS stage. But before signing of PPA it has to form an Indian Company registered under the Company Act, 1956;
- (iii) Companies shortlisted in RfS / RfP can also execute the project through a Special Purpose Vehicle (SPV). However the SPV has to be formed before signing of PPA.
- (iv) Limited Liability Partnerships (LLPs) are not eligible for participation.

A. Financial Criteria

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 company for multiple projects total cumulative capacity applied by the Company shall be considered for the purpose of Net Worth. (Example:- Company 'A' applying for say 3 projects of 1 MW each the Net Worth requirement shall be computed as $3 \times 3 = \text{Rs.9 crores}$).

However, in case the application is made by two Companies of the affiliate Parent, the Net Worth required shall be calculated separately for each Company. (Example:- Company B applying for 2 project of 1 MW and Company 'C' applying for 3 projects of 1 MW then Net Worth requirement for Company 'B' shall be $2 \times 3 = \text{Rs 6 crores}$ and for Company 'C' shall be $3 \times 3 = \text{Rs.9 crores}$).

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 State Bank of India 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

= Paid up Share capital
(1. Which includes Paid up Equity share capital and

RfS/PV1/RREC/5 Solar PV Plants

2. Fully, compulsorily and mandatorily convertible Preference Shares and
3. Fully, compulsorily and mandatorily convertible Debentures)
- 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 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 Companies**:- The computation of Net Worth shall be based on unconsolidated audited annual accounts of the company. For the purpose of the computation of Net Worth, the last four financial years shall be considered. The Bidder would thus be required to submit annual audited accounts for the last four financial years (or if the period of existence of the Company is less than four years, then starting from the year of incorporation) 2007-08, 2008-09, 2009-10 and 2010-11 (if available), (or calendar year 2007, 2008, 2009 and 2010 or the accounting years as adopted by the Company and acceptable as per the laws of the respective Country) while indicating the year which should be considered for evaluation along with a Net Worth certificate from a Chartered Accountant to demonstrate the fulfilment of the criteria. Individuals / Directors, Association of Persons, Partnership firm, Section 25 companies of the Companies Act, 1956 etc. Net Worth will not be considered for computation of Net Worth.

Or

In case of existing Companies / Consortium, 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 RfS by the bidding Companies / Consortium. To demonstrate fulfilment of the criteria, the Bidder shall submit a certificate from a Chartered Accountant certifying the availability of Net Worth on the date note more than seven days prior to submission or response to RfS along with a certified

RfS/PV1/RREC/5 Solar PV Plants

copy of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with the Bank Statements.

Newly Incorporated Companies:- For a newly incorporated Company / Consortium relying solely on its own credentials, where the annual account has not been prepared, the Net Worth criteria should be met as on day more than seven days prior to the last date of submission of response to RfS by the bidding Companies / Consortium. To demonstrate fulfilment 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 RfS along with a certified copy of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow statement supported with the Bank Statements.

- iv) If the response to RfS is submitted by a Consortium the financial requirement shall be met individually and collectively by all the Members in the Bidding Consortium. The financial requirement to be met by each Member of the Consortium shall be computed 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 Discoms of Rajasthan, incorporate a Project Company with equity participation by the Members in line with consortium agreement before signing the PPA with Discoms of Rajasthan i.e. the Project Company incorporated shall have the same Shareholding Pattern as given at the time of RfS. 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 RfS 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 fulfilment of the financial and technical criteria, by the project company.
- (v) 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 again within one month from the date of issue of Letter of Intent before entering into PPA.

Note:

RfS/PV1/RREC/5 Solar PV Plants

- (i) It is not necessary to have the Technology partner at RfS 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%.
- (ii) The Bidder 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.
- (iii) Net Worth of individuals, whether Director or otherwise, shall not be considered
- (iv) 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 the financially evaluated company till execution of PPA.
- (v) 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 RfS before signing the PPA.
- (vi) 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 RfS, 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 RfS, which will be known as "Project Company".
- (vii) 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 RfS 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 the respective jurisdiction of the issuing company and the authorization granted therein are true and valid.
- (viii) Only Assets forming part of the balance sheet shall be considered for arriving at the net worth of the company. No intangible assets will be considered for arriving at the net worth.
- (ix) In case of land / any other asset, only the book value will be considered.

RfS/PV1/RREC/5 Solar PV Plants

- (x) 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.
- (xi) No commitment letters from investment companies will be considered as part of net worth for qualifying requirement. Similarly any form of loan to company or securitized funding will not be part of the net worth.
- (xii) Guarantee / Bond submitted by foreign companies must be submitted through Banks having branches in India as per list given at format 6.10 / 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.
- (xiii) 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.
- (xiv) In a bidding consortium, each share holding company needs to satisfy the net worth requirement on a pro-rata equity commitment basis.
- (xv) 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.
- (xvi) Copies of all the Balance Sheets whether of parent / affiliate from where the financial strength is drawn has to be submitted along with RfS.
- (xvii) 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.
- (xviii) There is no restriction on the number of companies joining the consortium.
- (ix) In case of Unlisted companies the infusion of Share premium shall be supported by ROC certified copy of Form 2.
- (xx) Failure to comply with the aforesaid provisions shall make the bid liable for rejection at any stage.

B Technical Criteria

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

for at least one year, 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 3.21 under the title “Financial Closure”. The undertaking shall be as per enclosed Format–6.7.

Detailed technical parameters for Solar PV Projects are at Annexure -1.

3.7 Short-listing of Projects-When Qualified Bidders are less

RREC shall evaluate only those responses to RfS, which are received by the due date and time at the office of RREC. The responses will be evaluated based on the qualification requirements and all the responses meeting the qualification requirement shall be short-listed. If the total aggregate capacity of the Solar PV Projects short-listed is lower than or equal to 50 MW, all the short-listed Bidders would be selected and Letter of Intent (LOI) will be issued to all the short listed Bidders on applicable RERC Approved Tariff order. RERC has already issued suo-moto generic tariff order dated 23.01.2012 for Roof Top Solar PV Installations and other small Solar PV Power generation plants. Final tariff order expected shortly.

3.8 Short-listing of Projects-When Qualified Bidders are more

3.8.1 In the event, the total aggregate capacity of the Solar PV Projects short-listed is higher than 50 MW, the final selection of the Bidders from the list of short listed Bidders shall be done on the basis of discount to be offered by Bidders on Bench Mark Tariff as detailed in the next sub-section 3.8.2. Bidder should note that If RERC declares Tariff for PPAs to be signed in 2012-2013 earlier to issue of RfP by RREC, then discount shall be asked on RERC declared tariff in place of Bench Mark Tariff.

3.8.2 Selection of Projects based on Discount in Bench Mark Tariff.

3.8.2.1 *Request for Proposal (RfP) document containing the format and detailed mechanism for indicating discount on Bench Mark Tariff will be issued to the short-listed Bidders.*

3.8.2.2 *The RERC has issued suo-motu draft Tariff order for Solar Plants dated 23rd January, 2012. As per this order the generic tariff levelised for 25 years for Solar PV is summarized as under:*

<i>Solar Plant</i>	<i>Generic tariff levelised for Bidding</i>
<i>Roof Top Solar PV Installations and other small Solar PV Power generation plants covered in MNRE’s scheme or Rajasthan Solar Policy to be commissioned by 31.3.2014</i>	<i>Tariff Rs 10.12 per kWh if Accelerated Depreciation is not availed.</i>
<i>Roof Top Solar PV Installations and</i>	<i>Tariff Rs 8.85 per kWh if</i>

RfS/PV1/RREC/5 Solar PV Plants

other small Solar PV Power generation plants covered in MNRE's scheme or Rajasthan Solar Policy to be commissioned by 31.3.2014	Accelerated Rate of Depreciation is availed.
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3.8.2.3As per RERC tariff order dated 23.1.2012:

- i) The tariff given above would be the benchmark tariff for solar power plants and would form the basis for selection of projects for sale of power to distribution companies of the State for projects where PPA is signed by 31st March, 2013 and to be commissioned by 31st March, 2014 in the case of Solar PV Plants.
- ii) For projects to be selected through competitive bidding, the prospective solar power producers would offer discounts on the benchmark tariffs issued in the final tariff order of the Commission. The PPA would be signed at the tariffs offered by the prospective solar power producers, after accounting for the discount offered on the applicable benchmark tariff.
- iii) A generator claiming the higher tariff worked out for projects without AD benefit would have to furnish an undertaking in advance to the buyer regarding AD benefit not being availed and this would have to be followed for each financial year by a certificate of the Chief Executive or the person responsible for filing Income Tax return of the generating unit to the effect that AD benefit has not been claimed/availed in that financial year.
- iv) It is also to clarify that the project developer to the extent of capacity contracted by signing PPA with distribution licensee would not be availing benefit of REC and such an undertaking would be incorporated in PPA.

3.8.2.4 Thus tariff indicated below, based on suo-motu draft Tariff order dated 23rd January, 2012, shall be considered as bench mark Tariff and Bidders are to offer discount on this Bench mark tariff.

Solar Plant	Benchmark Tariff for Bidding
Roof Top Solar PV Installations and other small Solar PV Power generation plants covered in MNRE's scheme or Rajasthan Solar Policy to be commissioned by 31.3.2014	Tariff Rs 10.12 per kWh if Accelerated Depreciation is not availed.
Roof Top Solar PV Installations and other small Solar PV Power generation plants covered in MNRE's scheme or Rajasthan Solar Policy to be commissioned by 31.3.2014	Tariff Rs 8.85 per kWh if Accelerated Rate of Depreciation is availed.

RfS/PV1/RREC/5 Solar PV Plants

3.8.2.5 The Bidders will require to submit RfP indicating the discount in Paisa/kWh on the above mentioned Benchmark Tariff. Bidders will be required at this stage to exercise the option of availing Normal Rate of Depreciation or Accelerated rate of Depreciation for the purpose of accounting practices to be followed for the project.

3.8.2.6 The Bidders will be required to submit RfP indicating the discount in Paisa/kWh on the above mentioned Benchmark Tariff. Bidders will be required at this stage to exercise the option of availing Normal Rate of Depreciation or Accelerated rate of Depreciation for the purpose of accounting practices to be followed for the project. However if at any stage any discrepancy is observed on the same, provisions of Clause 3.8.2 mentioned in this RfS will be applicable.

3.8.2.7 The Bidders offering the maximum quantum of discount on Benchmark Tariff (irrespective of Normal rate of depreciation or Accelerated rate of depreciation) will be selected first and so on till (L1 to L50) the total aggregate capacity of 50 MW is achieved.

3.8.2.8 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.	Up to 10%	Rs. 10,000/-
2.	More than 10% & Up to 15%	Rs. 20,000/-
3.	More than 15% & Up to 20%	Rs. 30,000/-
4.	More than 20% & Up to 25%	Rs. 40,000/-
5.	More than 25%	Rs. 50,000/-

Note: Calculation shall be like Income-tax slab wise.(i.e. Total Bid Bond Value= Bid bond Value for 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 shall be attached with RfP.

3.8.2.9 In the eventuality of a tie in the bidding process, the applicant would be selected by draw of lots.

3.8.2.10 In case last selected projects of a bidder is five if 49 MW capacity is already selected, then allottable capacity to last bidder shall be one project

of 1 MW only even though Bidder has quoted for 5 projects of each of 1 MW.

3.8.2.11 At the end of selection process, a LOI will be issued to all the selected Bidders.

Note: The Selected Project Developers will be required to submit a copy of the audited annual accounts along with tax audit report supplemented with calculation of Depreciation and a copy of Income Tax return for the first 05 years from Commercial Operation Date (COD) of the 1st Unit of the Solar Power Project Company. If at any stage after COD it is found that in place of Normal Rate of Depreciation (based on which the Solar Power Project Company was selected) the Solar Power Project Company is claiming Accelerated Rate of Depreciation as per the Income Tax Act 1961, the applicable tariff of the Solar Power Project shall stand changed to Benchmark Tariff for Accelerated Rate of Depreciation, indicated in above table, from the COD with applicable discount.

3.9 Power Purchase Agreement

A copy of Draft Power Purchase Agreement to be executed between DISCOMs and the Selected Bidder(s) is enclosed at Format 6.14. The PPA shall be executed within one month of date of issue of letter of Intent.

Before signing of PPA with the shortlisted bidders, RREC will verify the documents furnished by the bidders at the time of submission of RfS including availability of net-worth to the extent claimed in RfS 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 will be required to furnish the documentary evidence claimed for meeting the RfS eligibility conditions. RREC 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 1 of submission of RfS till date along with a copy of the documents submitted with ROC which become due during this period. If at this stage it is found that the documents furnished by the bidders are false / misleading or misrepresented in any way then the provisions contained in this RfS will be applicable.

3.10 Method of Submission

The response to RfS is to be submitted in a sealed envelope in the following manner:-

The response to RfS shall contain the following:

RfS/PV1/RREC/5 Solar PV Plants

1. Bid Cost Receipt/Bid cost DD / Pay order for Rs. 5000.00.
2. DD / Pay order of Rs. 10,000 per MW towards processing fee.
3. Covering Letter as per **Format 6.1**;
4. 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 respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

5. Earnest Money Deposit (EMD) in the form as per **Format 6.3 A**;
6. Performance Guarantee (to be submitted at the time of signing of PPA) in the form as per **Format 6.3 B**;
7. Board Resolutions, as per prescribed formats enclosed as **Format 6.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder 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 RfS.
 - 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 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 RfS), of the Bidding Company / any Member of the Bidding Consortium, undertaking to invest the entire amount as committed by Bidding Company / Member of the Bidding Consortium, in event of failure of the same to make such investment.
8. 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;
9. Format for Financial Requirements as per **Format 6.6** as applicable;

10. Format for 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 210 days of signing of PPA as per **Format 6.7**;
 11. Format for connectivity of Project with Discoms Substation as per **Format 6.8**;
 12. A disclosure statement as per **Format 6.9** regarding participation of any related companies in this bidding process;
 13. Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 6.11**; along with Annexure-1
 14. Format for letter having Registration Details & for change in Technology in Registration of Project made earlier as per **Format 6.12**;
 15. Submission of **Form 6.13** in print and a soft copy in CD may be submitted along with other Documents mentioned in Section 6.
 16. Draft of Power Purchase Agreement to be executed between DISCOMs and the Selected Bidder(s) as per **Format 6.14** duly signed as acceptance. PPA shall be signed within 30 days of issue of LOI.
 17. Memorandum & Article of Association, Certificate of Incorporation (if applicable) of Bidding Company / all member companies of Bidding Consortium.
 18. Check lists as per Annexure-A and B
- 3.11 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.
- 3.12 The Bidder should note that:**
- a. The bidder may be shortlisted based on the declaration made by them in the relevant schedules of RfS. The documents submitted along with may be verified before signing of PPA in terms of clause 3.9
 - 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 RfS, in any manner whatsoever, the RREC reserves the right to reject such response to RfS and/or cancel the Letter of Intent, if issued and the Bank Guarantee provided up to that stage shall be encashed.
 - c. If the event specified at (b) is discovered after the Effective Date, consequences specified in PPA shall apply.

RfS/PV1/RREC/5 Solar PV Plants

- 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 RfS submitted must be initialed by the person authorised by the board as per Format 6.4, on behalf of the Bidder.
- f. The response to RfS shall be submitted as mentioned in clause 3.14. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. RREC reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- 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 RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by RREC.
- j. Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- k. Response to RfS 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 RfS 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 RfS, RFP & PPA etc.

3.13 Due Date

The Bidders should submit the response to RfS/PV1/RREC/5 so as to reach the address specified at **Clause 3.14** below by 15:00 Hrs (IST) on 19th March 2012.

3.14 Method of Submission

The response to **RfS/PV1/RREC/5** is to be submitted in a sealed envelope in the following manner;

- i. **1st Envelop** – Super-scribed as

“1st Envelop containing Bid cost Receipt/Bid cost DD ,Processing Fee, Bank Guarantee towards EMD & Annexure – 3” at the top of the Envelop; and **Name & Address of the Bidder”** on the left hand side bottom; and addressed to RREC

This 1st envelop shall contain i) filled up format at Annexure -3, ii) Bid cost Receipt/Bid cost DD/Pay order. iii) DD/Pay order of @ Rs.10,000.00 per MW towards Processing Fee and iv) Bank Guarantee towards EMD @ Rs. 20 Lacs/MW and to be submitted separately along with the 2nd Envelop.

- ii. **2nd Envelop** – Superscribed as
“2nd Envelop containing RfS for supply of Solar PV Power” at the top of the Envelop;
“Name & Address of the Bidder” on the left hand side bottom;
- iii. 3rd envelop shall contain
 - a) Both the 1st Envelop & 2nd Envelop above
 - b) On the envelop address to be written as -
The Chairman and Managing Director
Rajasthan Renewable Energy Corporation Ltd.,
E-166, Yudhishthir Marg, C-Scheme, Jaipur (Raj.), 302001
Tel: 0141-2221650 / 2229341/ 2229055
Fax: 0141-2226028
 - c) At the top of the Envelop; **“3rd Envelop**
RfS for Setting up of 50 projects of 1MW (AC) each Small Solar PV Plant to be connected on 11kV level at 33/11kV Discom’s Substation in Rajasthan against RfS/PV10/ RREC/ 5.
 - d) **“Name & Address of the Bidder”** on the left hand side bottom;
This envelop is to be sent/handed over to RREC.

3.15 Validity of the Response to RfS

The Bidder shall submit the response to RfS which shall remain valid up to the one Hundred Eighty (180) days from the last date (19th March 2012) of submission of response to RfS (“Bid Validity”).RREC reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

3.16 Preparation cost

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

3.17 Enquiries/ Clarifications:

(i) Pre Bid Meeting

Clarifications/ Doubts, if any, on RfS document may be addressed to RREC at the address mentioned below up to 15.00. Hrs. on **21.02.2012**. RREC will make all efforts to respond to the same in the Pre Bid Meeting to be held on **22.02.2012**. A compiled list of such questionnaire and RREC response will be uploaded in the website of RREC for information of all concerned in www.rrecl.com. All are requested to remain updated with the website. No separate reply/ intimation will be given elsewhere.

The venue and time of the pre-bid meeting will be displayed on the website.

(ii) Enquiries/clarifications may be sought by the Bidder from:

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 rrec_jaipur@yahoo.co.in

3.18 Right to reject a Bid

CMD, RREC reserves the right to reject all or any of the response to RfS or cancel the RfS without assigning any reasons whatsoever and without any liability.

3.19 Bank Guarantees

The Bidder shall provide the following Bank Guarantees from any of the Banks listed at Format 6.10 to RREC in a phased manner as detailed hereunder:

- Earnest Money Deposit (EMD) of @ Rs. 20 Lacs/MW in the form of Bank Guarantee along with RfS as per Format - 6.3 A. (valid for a period of 210 days from last date of submission of the response to RfS)

RfS/PV1/RREC/5 Solar PV Plants

- Bid Bond for the amount calculated as per Clause 3.8.1 (d) in the form of Bank Guarantee along with RfP bid (if applicable) (valid for a period of 180 days from last date of submission of RfP bid). Bid Bond Bank Guarantee form will be attached with RfP.
- Performance Guarantee of @ Rs. 30 Lacs/MW at the time of signing of PPA as per Format – 6.3 B. (valid for a period of 16 months from the date of signing of PPA)

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

Bank Guarantee of equivalent value submitted towards EMD and BID Bond earlier would be required to be submitted in form of Performance Bank Guarantee at the time of signing of PPA and the total Consolidated Performance Guarantee (after conversion of EMD @ 20Lakh/MW, Bid Bond & performance guarantee @ Rs.30Lakh/MW) shall be submitted in 03 Nos. of Bank Guarantee in the ratio of 20%, 40% & 40%. (Example - If total Consolidated Performance Guarantee value including, EMD & Bid Bond (after conversion) is Rs.4.00 Cr. Then 03 BGs of value Rs.0.80Cr, Rs.1.60 Cr & Rs.1.60 Cr are to be submitted). On receipt and after verification of the total performance Bank Guarantee in acceptable form the earlier Bank Guarantees towards EMD and Bid Bond would be returned to the bidder. Consolidated Performance Guarantee (03 Nos. of Bank Guarantee in the ratio of 20%, 40% & 40 %.) shall be valid for a period of 16 months for 1 MW from the date of signing of PPA.

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

In case the Bidder is not selected, RREC 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 Bidding Company / Lead Member 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-A** has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.

3.20 Minimum equity to be held by the Promoter

3.20.1 The Company developing the project shall provide the information about the Promoters and their shareholding in the Company to RREC indicating the controlling shareholding at the stage of submission of RfS to RREC.

3.20.2 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 RfS 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.

3.20.3 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.

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

3.21 Financial Closure or Project Financing Arrangements:

3.21.1 The Project Developer shall report tie-up of Financial Arrangements for the projects within 210 days 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, fulfilment of technical criterion, and would also need to specify their plan for meeting the requirement for domestic content.

- (i) 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.

- (ii) Required land for project development @ 2.5 Hectares/MW (minimum) 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 atleast 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.
 - 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.
- 3.21.2 (a) Change in the location of land from Rajasthan State to other State is not permitted in any case. Change of land within the State could be agreed to within 210 days of signing of PPA or at Financial Closure, whichever is earlier, In such case the Bidding Company / Project Company has to furnish the revised State transmission utility connectivity letter for the new location.
- (b) 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.

3.21.3 In case of delay in achieving above condition as may be applicable RREC shall encash Performance Bank Guarantee and shall remove the project from list of the selected projects. .

3.22 Commissioning

3.22.1 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:-

RREC shall encash the Bank Guarantee in the following manner:-

- a. Delay up to one month - RREC will encash 20% of the total Performance bank guarantee.
- b. Delay of more than one month and up to two months - RREC will encash 40% of the total Performance Bank Guarantee.
- c. Delay of more than two months and up to three months - RREC will encash the remaining Performance Bank Guarantee.

3.22.2 In case the commissioning of project is delayed beyond 3 (three) months, the Project Developer shall pay to RREC the Liquidated Damages (LD) at the rate of Rs. 100000 per MW per day of delay. LD shall be payable on weekly basis and in advance before commencement of the week starting on Monday and shall be paid in the form of DD/Pay order payable to RREC at Jaipur.

3.22.3 The maximum time period allowed for commissioning of the Project with encashment of Performance Bank Guarantee and payment of Liquidated Damages shall be limited to 18 months from the date of signing of PPA, the PPA will be terminated and the Project shall be removed from the list of selected projects.

3.22.4 However, if as a consequence of delay in commissioning, if the applicable tariff changes for the project (upward or downward), the project shall be paid the agreed tariff as per PPA or the applicable RERC tariff, **whichever is lower**.

3.23 Technical Parameters

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

3.24 Time Schedule for solar PV Projects

Selection of Solar PV projects shall be carried out according to the timeline given below:-

RfS/PV1/RREC/5 Solar PV Plants

RfS/PV1/RREC/5

S.N.	Event	Date
1.	Notice for Request for Selection (RfS)	3 rd February 2012 (Zero date)
2.	Submission of response to RfS with documents	45 days from issue of RfS (zero date + 45 days)
3.	Short listing of Bidders based on RfS received and decision on tariff discounting.	Within 45 days from receipt of response to RfS (zero date + 90 days)
4.	Tariff discounting process and submission of proposals by shortlisted Bidders.	Within 30 days from decision of tariff discounting (zero date + 120 days)
5.	Evaluation of Tariff discounting proposal	Within 30 days from submission of tariff discounting proposals (zero date + 150 days)
6.	Issue of letter of Intent	Within 15 days from evaluation of tariff discounting proposals (zero date + 165 days)
7.	PPA Signing	Within 30 days from the date of issue of Letter of intent (Lol date + 30 days)
8.	Land Allotment /Land Purchase & Conversion - Furnishing of documents	Lease deed for Government land or Purchased Private land duly converted for Industrial use within 180 days from the date of signing of PPA.
9.	Financial closure of the project	210 days from the date of signing of PPA (Lol date + 240 days)
10	Commissioning of Project	12 months from the date of signing of PPA

- 3.25 In the event of any ambiguity in RfS document, the provision of Rajasthan Solar energy Policy-2011 shall prevail.

Section 4

Evaluation Criteria

RfS/PV1/RREC/5

RfS/PV1/RREC/5

Section 4

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 to establish “Responsiveness”. Each Bidder’s Bid shall be checked for compliance with the submission requirements set forth in this RfS.

Any of the following conditions shall cause the Bid to be “Non-responsive”:

- i) Response to RfS not received by the due date and time.
- ii) Response to RfS submitted by a Bidding Consortium not including the Consortium Agreement.
- iii) Response to RfS having Conflict of Interest.
- iv) Bidder submitting or participating in more than five projects Bid either as Bidding Company or as a Member 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, Processing fee or EMD in acceptable form along with RfS 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 Bidding Company/ Bidding.

Section 5

Other Provisions

RfS/PV1/RREC/5

RfS/PV1/RREC/5

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:-

- Access to sites
- Recommendation for allotment of Govt Land to collector.
- 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 procurer (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 14.3 of Rajasthan Solar Energy Policy 2011 (please refer Appendix –1)

or

The Bidder has the option to get allotment of Govt land as per policy clause 14.2 of Rajasthan Solar Policy 2011 (please refer Appendix –1). On request for Identified Govt land by successful Bidder, same will be allotted by Revenue department at 10% of the applicable DLC rates to the all successful Bidder(s) as per Appendix-1.

5.2.2 The ownership and possession on land at the time of submission of responses to RfS and RfP (by the short-listed developers) and 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 @ minimum 2.5 Hectares per MW). The land should be specifically in the name of the Project Company with whom PPA is signed by the Discoms of Rajasthan.

5.2.3 Change of location of land for project within Rajasthan is permitted and can be done up to the date of reporting Financial Closure.

5.3 Metering System for Solar power Generation plant

5.3.1 As per state metering code, the metering system shall comprise of main, check, backup and secondary backup meters.

5.3.2 As per state metering code, 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 secondary back-up meter. Meters on each generator and each auxiliary transformer shall work as backup meters. The consumption recorded by main meter shall be compared with the consumption recorded by secondary 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 secondary backup meter on Discoms end of the 11kV feeders in 33/11kV GSS shall also be provided and installed by seller at the cost of seller.

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 (d) secondary 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.

5.4 Insulation coordination and Protection system

The Successful Bidder(s) shall ensure the interfacing of their Solar power plant electrical equipments with RVPN /Discoms 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 point of outgoing feeder bay will be of the Procurer(s).

5.5 Transmission losses

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

5.6 Transmission Line

The Procurer (concerned Discom) shall be responsible to 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. 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. O&M of entire line will be done by Discom.

5.7 Water for Power Generation:

No allocation of water shall be made by Water Resource Department GoR from IGNP canal/the nearest available source 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, for solar PV projects getting commissioned by 31st March, 2014 will pay Grid connectivity charges of Rs. 2.00 lacs per MW. Discoms of Rajasthan shall provide complete 11 kV line bay (including civil works) and its interconnection with existing electrical system in 33/11 kV sub-station at Discom(s) cost. Line Bay includes breakers, CT's, CVT/ PT's, isolators, protection equipments, bus bar material and other allied materials as applicable.

5.8.2 In case line bay and grid connectivity has been made by Discom of Rajasthan at a particular System Voltage and Solar Power Producer at a

later date wants to supply the power on higher voltage, on feasibility the requisite modification, viz. addition of line bay on higher voltage, interconnection with main bus etc. shall be done by Discom(s) as applicable as a deposit work on behalf of the Power Producer. 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.

- 5.83 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 Bank Guarantees for Evacuation System.

For grid connectivity/construction of line to be arranged by Discoms, within 4 months of date of signing PPA 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 period 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.

5.10 Transmission and Distribution Network Augmentation:

The Commission under regulation 89 of the RERC Tariff regulation 2009 has specified that capacity augmentation of a substation and backup transmission system for power evacuation from solar power station to the load centre shall be planned and carried out by the State Transmission Utility (STU). For augmentation of transmission/distribution systems to evacuate the power from Receiving Sub-station, RVPN/Discoms of Rajasthan shall develop/augment the necessary transmission/ distribution network within mutually agreed timeframe.

5.11 Approval of Discom for Connectivity with the Grid

- 5.11.1 The Solar PV plant should be designed for interconnection with the nearest substation of Discom at the voltage level of 11/33 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.

5.11.2 In case selected bidding company 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 company. This will be also required in all cases where land location is changed.

5.12 Allocation of Contracted Capacity

The allocation of Contracted Capacity among the Procurers will be as per the following or as amended from time to time by Govt. of Rajasthan:

Name of the Procurer	Percentage of Contracted Capacity (%)
Jaipur Vidyut Vitran Nigam Limited (JVVNL)	39 %
Ajmer Vidyut Vitran Nigam Limited (AVVNL)	29 %
Jodhpur Vidyut Vitran Nigam Limited (JdVVNL)	32 %
Total	100%

The total Contracted Capacity of the Successful Bidder(s) shall be allocated and apportioned to the Procurers in the same proportion as mentioned above.

5.13 Sharing of 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 (i.e. as per RERC order dated 25-5-2010).

5.14 Infrastructure Development Fund

As Solar Power will be purchased by Discoms of Rajasthan so bidder is not to deposit Infrastructure development charge of Rs. 10 Lacs/ MW to Rajasthan Renewable Energy Corporation Ltd as per solar policy.

Abstract from Rajasthan Solar Energy Policy 2011

14.1 Procurement/Allotment/Reservation of land:

14.1.1 Reservation of Govt. Land for the Project:

After registration of the project, RREC will recommend to the concerned District Collector for reservation of the land identified by the Solar Power Producer. The District Collector will set apart the land for the project for a period of three years after examining its suitability for allotment under Rajasthan Land Revenue (Allotment of Land for setting up of Power plant based on Renewable Energy Sources) Rules, 2007, as amended from time to time. The Revenue Department may extend the period of reservation on recommendation of RREC. After expiry of the period of reservation, the land will be released for use by other developers and for other purposes.

14.1.2 The process of reservation of land will be completed by the concerned District Collector within the 30 days from the receipt of recommendation of RREC.

14.1.3 After the reservation of land for a particular Solar power project, the Solar power producer will be allowed to carry out survey on the reserved land on his written request to RREC.

14.2 Allotment of Govt. land for the Solar Power project:

14.2.1 The allotment of land to the Solar Power Projects will be done as per the provisions of Rajasthan Land Revenue (Allotment of Land for setting up of Power plant based on Renewable Energy Sources) Rules, 2007, as amended from time to time (Annexure-III).

14.2.2 The Government land required for Solar Power Plant shall be allotted to Solar Power Producer at concessional rate of 10% of the DLC rate as per the provision of rules mentioned at 14.2.1.

14.2.3 The RREC will recommend to the concerned District Collector for allotment of 1 Hect. land under the rules mentioned at 14.2.1 for installation of Solar Monitoring Station for carrying out studies for formulation of the project.

14.2.4 The RREC will recommend to the concerned District Collector for allotment of remaining land only on submission of cash security deposit of Rs.1.00 Lac per MW by demand draft in favour of RRECL, Jaipur. The Security Deposit will be refunded on successful completion of the project. The Security Deposit will be forfeited in case the allotment of the land is cancelled as per the provision of the rules mentioned at 14.2.1.

RfS/PV1/RREC/5 Solar PV Plants

14.2.5 In case the land allotment is sought after submission of Security Deposit as per clause 12, there will be no requirement of depositing Security as per clause 14.2.4 for recommendation of land for allotment to concerned District Collector.

14.2.6 There will be a ceiling of 50 MW capacity for allotment of land in initial Phase. In case, the Power Producer has registered for more than 50 MW, the remaining land identified by the Power Producer shall be kept reserved as per provision of Clause-14.1.1. The allotment of land from the reserved land shall be done only after utilization of land allotted earlier.

14.2.7 In case the sanctioned capacity of project is in excess of 50 MW, land in excess of 50 MW will be allotted with prior approval of State Level Empowered Committee (SLEC).

14.2.8 For setting up Solar Power Plant on different technology, maximum allottable land to the Solar Power Producer shall be as follows:

.S. No.	Technology	Max. allottable land
i	SPV on Crystalline Technology	2.5 Hect./MW
ii.	SPV on Thin Film/Amorphous Technology	3.5 Hect./MW
iii	Solar Thermal (CSP)-Parabolic Trough/Tower Technology	2.5 Hect./MW
iv	Solar Thermal (CSP)-Parabolic Trough with Storage Facility/Tower/Other Technology with and without storage	a) Up to PLF of 23%: 2.5 Hect./MW b) For every 1% increase in PLF, 0.1 Hect./MW additional land will be allotted.

14.2.9 The process of allotment of land will be completed within the 60 days from the date of recommendation by RREC to the concerned District Collector.

14.3 Procurement of Private land for Solar Power Project/Solar manufacturing plant:

14.3.1 Power Producers shall be allowed to purchase private land from the Khatedar for setting up of Solar Power Plants in excess of ceiling limit prescribed in the Ceiling Act, 1973.

14.3.2 Conversion of private land to industrial use shall be required for setting up of Solar Power Plant/Solar manufacturing plant before start of work. The conversion charges shall be 10% of charges levied for Industrial purpose under the relevant rules.

14.4.3 The land for establishing manufacturing units in Solar Park will be allotted as per the provisions of clause 5.4 of this Policy.

Section 6

Formats For Bid Submission

RfS/PV1/RREC/5

SECTION 6

FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the RfS. 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 RfS.

- 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 Performance Bank Guarantee (**Format 6.3 B**)
- v. Format for Board Resolutions (**Format 6.4**)
- vi. Format for the Consortium Agreement (**Format 6.5**)
- vii. Format for Financial Requirement (**Format 6.6**)
- viii. Format for Technical Criteria (**Format 6.7**)
- ix. Format for Connectivity of Project with Discoms Substation (**Format 6.8**)
- x. Format for Disclosure (**Format 6.9**)
- xi. List of Banks for issuance of BGs/ Bid Bond/ Performance Bank Guarantee (**Annexure 2**)
- xii. Memorandum & Article of Association, Certificate of Incorporation (if applicable) of Bidding Company / all member companies of Bidding Consortium.
- xiii. Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology (**Format 6.11**) and **Annexure -1**;
- xiv. Format for letter having Registration Details & for change in Technology in Registration of Project made earlier (**Format 6.12**);
- xv. Filled **up Format 6.13** in print form & a soft copy in the form of CD
- xvi. Draft of Power Purchase Agreement to be executed between DISCOMs and the Selected Bidder(s) (**Format 6.14**)
- xvii. Check lists Annexure A & B
A Bidder may use additional sheets to submit the information for its detailed response.

Note: A Bidder submits more than one project even than for each project separate schedules are to be filled up and to be submitted in one Bunch.

RfS/PV1/RREC/5 Solar PV Plants

6.1 Format of Covering Letter

Bid No RfS/PV1/RREC/5

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

Date: _____

From : _____ **(Insert name and address of Bidding Company/
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 RfS/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, the undersigned [*insert name of the 'Bidder'*] having read, examined and understood in detail the RfS and PPA for supply of solar power for 25 years to Procurer(s), hereby submit our response to RfS for setting up of **Grid Connected --no's projects of 1MW Solar PV** Plant in Rajasthan under Rajasthan Solar Energy Policy, 2011.
2. We give our unconditional acceptance to the RfS/PV1/RREC/5 and PPA attached thereto, issued by RREC. In token of our acceptance to the RfS/PV1/RREC/5 & PPA, the same have been initialed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS and provisions of PPA shall be binding on us.
3. We confirm that our Project of capacity -----MW+5% shall be commissioned within - ----- months of the date of signing of PPA. We have registered for Solar Power Plant capacity of -----MW under Registration No -----with RREC. The capacity of the Solar PV Project offered by us is ----MW. We including ours Parent, or Affiliate have submitted bids for development of ----no's Projects of 1 MW +5% AC size using a Solar PV technology at different locations.
4. **Earnest Money Deposit (EMD).**
We have enclosed EMD of Rs. (Insert Amount), in the form of bank guarantee no.....[*Insert bank guarantee number*] dated [*Insert date of*

RfS/PV1/RREC/5 Solar PV Plants

bank guarantee] as per Format 6.3A from [*Insert name of bank providing bank guarantee*] and valid up to.....in terms of Clause 3.19 of this RfS.

5. We including ours Parent or Affiliates have submitted our bid for each project separately for development of total ----- Projects of 1 MW +5% AC size using a Solar PV technology at different locations
6. The capacity of the each Solar PV Project offered by us is 1 MW +5% AC small Solar PV Plant to be connected on 11kV level at Discoms 33/11kV Substation in Rajasthan. We confirm that distance between Power plant and Discoms 33/11kV Substation shall not be more than 7 km in any case.
7. We have submitted our response to RfS strictly as per Section – 6 (Formats) of this RfS, **without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.**
8. **Acceptance**
We 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 RfS shall be binding on us. We hereby expressly waive any and all claims in respect of this process.
9. **Familiarity with Relevant Indian Laws & Regulations**
We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to RfS and execute the PPA, in the event of our selection as Successful Bidder.
10. We are enclosing herewith our response to the RfS with formats duly signed as desired by you in the RfS for your consideration.
11. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS and subsequent communications from the RREC.
12. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.
13. We confirm that all the terms and conditions of our Bid are valid up to a period of one hundred and eighty (180) days from the last date of submission of response to RfS for acceptance.
14. Contact Person:
Details of the contact person are furnished as under:
Name :
Designation :
Company :
Address :
Phone Nos. :

RfS/PV1/RREC/5 Solar PV Plants

Fax Nos. :
E-mail address :

- 15 We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we 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 Person Authorized by the board as per Clause 3.10
(5) (a))

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

RfS/PV1/RREC/5

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**) (hereinafter 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 atas 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 RfS 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 RfS 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 RfS and RfP Bid, 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.

For and on behalf of Consortium Member
M/s.....

RfS/PV1/RREC/5 Solar PV Plants

(Signature of person authorized by the board)

(Name
Designation
Place:
Date:)

Accepted

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

Attested

(Signature of the executant)

(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.

RfS/PV1/RREC/5 Solar PV Plants

Format -6.3 A – Format for Earnest Money Deposit RfS/PV1/RREC/5

(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 RfS/PV1/RREC/5 inter alia for selection of the project of the capacity of 1 MW, at[name of the place if identified] under Rajasthan Solar Energy Policy, 2011 for supply of power there from on long term basis, in response to the RfS/PV1/RREC/5 issued by Rajasthan Renewable Energy Corporation (RREC) and RREC considering such response to the RfS of[insert the name of the Bidder] as per the terms of the RfS, the _____ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to **Rajasthan Renewable Energy Corporation Ltd.**, E-166, Yudhisthir Marg, C-Scheme, Jaipur (Raj.) forthwith on demand in writing from RREC or any Officer authorised by it in this behalf, any amount up to and not exceeding Rupees -----[Insert amount not less than that derived on the basis of Rs. 20 Lacs per MW of capacity proposed] only, on behalf of 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 3.19 of this RfS] 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 3.19 of this RfS]. RREC shall be entitled to invoke this Guarantee till _____ [insert date of validity in accordance with clause 3.19 of this RfS].

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

RfS/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 210 days from RfS scheduled closing date on basis of Clause 3.19 of this RfS*]. 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____

RfS/PV1/RREC/5 Solar PV Plants

Format- 6.3 B – Format for Performance Guarantee

RfS/PV1/RREC/5

Note: -

- 1 Total Performance Guarantee including conversion of EMD(@ Rs.20 Lakh/MW), Bid Bond & Performance Guarantee (@ Rs.30Lakh/MW) is to be submitted in 3 Nos. of Bank Guarantee in the ratio of 20%, 40% & 40% Value as per clause 3.19 of RfS.

- 2 Separate Bank guarantee is to be submitted for each project.

(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 RfS & RfP inter alia for selection of the project of the capacity of MW, at[*Insert name of the place*] under Rajasthan Solar Energy Policy Phase –I for supply of power there from on long term basis, in response to the RfS dated ____ & RfP dated ---- issued by RREC and RREC[*Insert Name of the Place from the address*] considering such response to the RfS & 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 RfS 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 RfS, 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 authorised 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 _____ 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.

RfS/PV1/RREC/5 Solar PV Plants

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only). Our Guarantee shall remain in force until _____ RREC or their authorised representatives shall be entitled to invoke this Guarantee till _____.

The Guarantor Bank hereby agrees and acknowledges that the procurer(s) or their authorised 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 authorised 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 authorised 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 authorised representatives to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against RREC or their authorised 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 authorised 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 authorised representatives or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Developer / Project Company .

RfS/PV1/RREC/5 Solar PV Plants

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to procurer(s) or their authorised representatives and may be assigned, in whole or in part, (whether absolutely or by way of security) by RREC or their authorised representatives to any entity to whom RREC or their authorised representatives 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 or their authorised 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__

1. Witness:
.....
2. Signature
3. Name and Address
.....
4. Signature
5. Name and Address
.....

6. 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(Annexure- 2).

CHECK LIST for BGs

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.]	YES/NO
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 older than six months from the date of execution of BG).	YES/NO
c)	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank.	YES/NO
d)	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?	YES/NO
e)	Is each page of BG duly signed / initialed by executant 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 proforma?	YES/NO
f)	Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	YES/NO
i)	Are the factual details such as Bid Document No. / Specification No. / LOI No. (if applicable) / Amount of BG and Validity of BG correctly mentioned in the BG	YES/NO
j)	Whether overwriting/cutting if any on the BG have been properly authenticated under signature & seal of executant?	YES/NO
k)	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	YES/NO
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?	YES/NO

Format -6.4 - Format for Board Resolutions

RfS/PV1/RREC/5

(Format for the Board resolution to be passed)

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 RfS/PV1/RREC/5 for setting up of Grid connected 50 Projects of 1MW Solar PV Plants in Rajasthan under Rajasthan Solar Energy Policy, 2011, including signing and submission of all documents and providing information in response to RfS/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 RfS/PV1/RREC/5 [**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 against RfS/PV1/RREC/5 for setting up of Grid connected 50 Projects of 1MW Solar PV Plants in Rajasthan to be connected on 11kV level at Discoms 33/11kV Substation”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.

RfS/PV1/RREC/5 Solar PV Plants

- 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.

RfS/PV1/RREC/5 Solar PV Plants

Format- 6.5 – Format for Consortium Agreement

RfS/PV1/RREC/5

(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 Eleven between M/s [insert name of Lead Member] _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter 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 RfS, and execution of Power Purchase Agreement (in case of award), against RfS dated _____ 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 under Rajasthan Solar Energy Policy 2011;

WHEREAS, the RREC had invited response to RfS/PV1/RREC/5 vide its Request for Selection (RfS)

WHEREAS the RfS/PV1/RREC/5 stipulates that in case response to RfS 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:

RfS/PV1/RREC/5 Solar PV Plants

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 RfS for self and agent for and on behalf of Member-2, ----, Member-n.
2. The Lead Member is hereby authorised 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.

7. The Lead Member, on behalf of the Consortium, shall *inter alia* undertake full responsibility for liaising with Lenders and mobilising debt resources for the

RfS/PV1/RREC/5 Solar PV Plants

- Project, and ensuring that the Seller achieves Financial Closure in terms of the PPA.
8. 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.
 9. 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.
 10. 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.
 11. 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.
 12. 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 RfS.
 13. 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(s).
 14. The Lead Member is authorised 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 RfS and the RfP Bid.
 15. 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(s).
 16. 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;

RfS/PV1/RREC/5 Solar PV Plants

- (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(s)/Authorised Representative.

17. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS & PPA.

IN WITNESS WHEREOF, the Members have, through their authorised representatives, executed these present on the Day, Month and Year 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 [●])

RfS/PV1/RREC/5 Solar PV Plants

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%.

RfS/PV1/RREC/5 Solar PV Plants

Format - 6.6- FORMAT FOR FINANCIAL REQUIREMENT – NET WORTH

[On the letter head of Bidder]

RfS/PV1/RREC/5

To

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

Dear Sir,

**Sub: Response to RfS/PV1/RREC/5 for Selection of Grid connected 50
Projects of 1 MW Solar PV Plants under Rajasthan Solar Energy Policy, 2011.**

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

(i) For Existing companies

Description	Select any one (whichever is applicable)
Audited annual accounts of any of the last four (4) financial years 2007-08, 2008-09 , 2009-10 , 2010-11 [<i>Strike out the financial years not applicable</i>]. OR	Applicable / Not applicable
Net Worth as on day dd/mm/yyyy more than seven days prior to the last date of submission of response to RfS by the bidding company)	Applicable / Not applicable

For new Companies

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

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

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Parent / Affiliates as per following details:

RfS/PV1/RREC/5 Solar PV Plants

Name of Company / Parent/ Affiliate	Name of Company / Parent/ Ultimate Parent/ Affiliate whose Net worth is to be considered	Relationship with Bidding Company*	Either Financial Year to be considered for Net Worth or Net worth of the respective Company more than seven days prior to submission of RfS	Net Worth (in Rs. Crore) of the Member Company
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.

RfS/PV1/RREC/5 Solar PV Plants

**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:

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 RfS	Net Worth (in Rs. Crore) of the Consortium Member Company	Equity Commitment (in %age) 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.*

**(Signature & Name of the person Authorised
By the board)**

**(Signature and Stamp of
Statutory Auditor or
Chartered Accountant)**

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 any other CA.

OR TECHNICAL CRITERIA
[On the letter head of Bidder]

RfS/PV1/RREC/5

To

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

**Sub: Response to RfS/PV1/RREC/5 for Selection of Grid connected 50
Projects of 1 MW Solar PV Plants 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 210 days of signing of PPA: -

1.0 Documents for Technology selection:

- i) Details of final technology selection viz Crystalline/ Thin Film/ Concentrator PV/specific any Other Technology etc
- ii) Order copy/agreement copy, with Technology Provider/ supplier for supply of equipments for said technology.
- iii) 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.
- iv) Details of Conventional Technology:

or

Details of Advance Technology.

- 2.0 Details of the project with location and the successful operational period of the project utilizing this technology.
- 3.0 Required land for project development @ 2.5 Hectares/MW (minimum) is under clear possession of the project developer. In this regard the Project Developer shall be required to furnish the following documentary evidences:-

RfS/PV1/RREC/5 Solar PV Plants

- 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 @ 2.5 Hectares/MW minimum) 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 person Authorised By the board)

**Format - 6.8 Format for connectivity of Project with Discoms Substation
[On the letter head of Bidder]**

RfS/PV1/RREC/5

To

**Chairman and Managing Director
Rajasthan Renewable Energy Corporation
E-166, Yudhisthar Marg, C-Scheme
Jaipur-302005 (Rajasthan)**

Dear Sir,

Sub Response to RfS/PV1/RREC/5 for Setting up of Grid connected 50 projects of 1 MW each Solar PV Plants in Rajasthan of Rajasthan Solar Energy Policy, 2011

- 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 (*PI 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 we will pay Grid connectivity charges of Rs. 2.00 lacs per MW to the concern Discom of Rajasthan, for Solar PV Power Projects getting commissioned by 31st March, 2014, within 4 months of signing of PPA.
- 5 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 33/11 kV 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 33/11 kV GSS.
- 6 For grid connectivity/construction of line to be arranged by Discoms of Rajasthan within 4 months of date of signing PPA, we will submit time-frame

RfS/PV1/RREC/5 Solar PV Plants

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.

- 7 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 person Authorised by the Board)

Format- 6.9 - Format for Disclosure

RfS/PV1/RREC/5

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

Disclosure

1* In case a company is submitted RfS of one Project of 1 MW +5% AC

We hereby declare that our Parent, Affiliate or Ultimate Parent Company with which we have direct or indirect relationship have submitted only this Bid for setting up of one Project of 1 MW +5% AC size using a Solar PV technology

We also declare that our Parent, Affiliate or Ultimate Parent Company with which we have direct or indirect relationship are not separately participating in this RfS/PV1/RREC/5 selection process

or

1*. In case a company is submitted RfS of more than one project with a maximum of 5 projects of 1 MW each by the company (in one packet)

We hereby declare that we are offering this RfS with or without our Parent, Affiliate or Ultimate Parent Company with which we have direct or indirect relationship and have submitted this Bid for setting up of ___ Project(s) of 1 MW +5% AC size using a Solar PV technology.

We also declare that our Parent, Affiliate or Ultimate Parent Company with which we have direct or indirect relationship are not separately participating in this RfS/PV1/RREC/5 selection process

or

1* In case different companies with or without our Parent, Affiliate or Ultimate Parent Company is submitted separate RfS up to five of 1 MW +5% AC Solar power plant (in one packet):

We hereby declare that we are offering this RfS with or without our Parent, Affiliate or Ultimate Parent Company with which we have direct or indirect relationship and have submitted this Bid for setting up of ___ Project(s) of 1 MW +5% AC size using a Solar PV technology.

We also declare that our Parent, Affiliate or Ultimate Parent Company with which we have direct or indirect relationship are not separately participating in this RfS/PV1/RREC/5 selection process in addition to under mentioned company of same Parent, Affiliate or Ultimate Parent Company:

RfS/PV1/RREC/5 Solar PV Plants

- 1) Name of our Parent, Affiliate or Ultimate Parent Company (submitting 2nd RfS of 1 MW+5% AC) with address-----

- 2) Name of our Parent, Affiliate or Ultimate Parent Company (submitting 3rd RfS of 1 MW+5% AC) with address-----

- 3) Name of our Parent, Affiliate or Ultimate Parent Company (submitting 4th RfS of 1 MW+5% AC) with address-----

- 4) Name of our Parent, Affiliate or Ultimate Parent Company (submitting 5th RfS of 1 MW+5% AC) with address-----

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 RfS & RfP bid will be rejected and if LOI has been issued and PPA signed , the same will be cancelled and all the bank guarantees will be encashed.

(Signature & Name of the person Authorised By the board)

**PI select as applicable*
PI fill up as applicable

List of Banks
RfS/PV1/RREC/5

SCHEDULED COMMERCIAL BANKS

**A SBI AND ASSOCIATES
Bank List**

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

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

D Scheduled Private

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

RfS/PV1/RREC/5 Solar PV Plants

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.)

RfS/PV1/RREC/5 Solar PV Plants

FORMAT - 6.11 RfS/PV1/RREC/5

Declaration by the Solar PV power Developer

1	Name of Bidding Company / Lead Member of Bidding Consortium		
2	Project proposed		Solar PV
3	Capacity proposed	MW (AC)	1 MW+5% AC
4	Technology proposed to be used for the project	Indian/ Imported (PI indicate)	
5	Technology proposed to be adopted for the project	Conventional / Advanced (PI indicate)	
6	Technical Parameter of PV Module for use in our Grid Connected Solar Power Plants	As per Annexure B	
7	Estimated Capacity Utilisation Factor	%	
8	Estimated Annual Generation	kWh	
9	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	
	<i>(Signature & Name of the person Authorised By the board)</i>		

Annexure 1

RfS/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/centers 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

RfS/PV1/RREC/5 Solar PV Plants

- (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
 - (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.

**FORMAT - 6.12
RfS/PV1/RREC/5**

Format for letter having Registration Details & for change in Technology in Registration

To
Chairman and Managing Director
Rajasthan Renewable Energy Corporation
E-166, Yudhisthar Marg, C-Scheme
Jaipur-302005 (Rajasthan)

Dear Sir,

Sub : Response to RfS/PV1/RREC/5 dated ---- for Setting up of Grid connected 50 projects of 1 MW each Solar PV Plants in Rajasthan of Rajasthan Solar Energy Policy, 2011

Our Company (Bidder) or Member of Consortium is registered with RREC as under:-

Name of Company and Address	-----
Registration No.	-----
Registration of Capacity of solar Power plant MW
Technology under which Registration made or changed before start of Bid process earlier i e up to 15 th Sept 2011	Solar Thermal For ----- MW Solar PV for -----MW

We have applied/want to apply against various RfS as under:-

1. RfS/PV1/RREC/5 For 1 MW PV Solar Plant MW
2. RfS/PV10/RREC/6 For 5/10 MW SPV Solar Plant MW
3. RfS/Thermal50/RREC/7 For 50 MW Solar Thermal Plant MW
Total capacity for which Bid offers against various RfS MW
Total capacity applied for Thermal Technology / MW
Total capacity applied for Solar PV Technology / MW
Change in registration of Thermal Technology to Solar PV Technology or Change in registration Solar PV Technology to Thermal Technology MW

(Signature & Name of the person Authorised By the Board

Check List of Documents to be submitted alongwith RfS to RREC

I For Each Project

A/B/C/D/E I/II/III/IV/V project

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/Not applicable
5	Format for the Consortium Agreement (Format 6.5)	Yes/Not applicable
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	Memorandum & Article of Association, Certificate of Incorporation (if applicable) of Bidding Company / all member companies of Bidding Consortium.	Yes
11	Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology (Format 6.11)	Yes
12	Annexure -1;	Yes
13	Format for letter having Registration Details & for change in Technology in Registration of Project made earlier (Format 6.12);	Yes
14	Filled up Format 6.13 in print form	Yes
15	& a soft copy(Format 6.13) in the form of CD	Yes
16	Draft of Power Purchase Agreement to be executed between DISCOMs and the Selected Bidder(s) (Format 6.14)	Yes
17	Check lists Annexure A	Yes
18	Check lists Annexure B	Yes
19	One copy of Following even in case Bidder submits more than one Projects.	
20	Memorandum & Article of Association of Bidding Company.	Yes
21	Certificate of Incorporation (if applicable) of Bidding Company.	Yes
22	Initials on every page of RfS document	Yes

FORMAT 6.14

Standard

POWER PURCHASE AGREEMENT

FOR

SALE OF SOLAR PV POWER

ON LONG TERM BASIS

By

[Insert Name of Successful Bidder]

To

Ajmer Vidyut Vitran Nigam Limited

And

Jaipur Vidyut Vitran Nigam Limited

And

Jodhpur Vidyut Vitran Nigam Limited

**(For RfS/PV1/RREC/5 for 11kV GRID CONNECTED
1MW Power Plant)**

RfS/PV1/RREC/5 Solar PV Plants

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

Between

..... [Insert name of the Solar Power Developer], a company incorporated under the Companies Act 1956, having its registered office at [Insert address of the registered office of Solar Power Producer] (herein after referred to as “Seller” or “Solar Power Producer” or SPP, 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

AJMER VIDYUT VITARAN NIGAM LIMITED, a company incorporated under the Companies Act 1956, having its registered office at Old Power House, Hathi Bhata, Jaipur Road, Ajmer (hereinafter referred to as “AVVNL”, or “Procurers” 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.

And

JAIPUR VIDYUT VITARAN NIGAM LIMITED, a company incorporated under the Companies Act 1956, having its registered office at Vidyut Bhawan, Janpath, Jaipur- 302 005 (hereinafter referred to as “JVVNL”, or “Procurers” 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 third part.

And

JODHPUR VIDYUT VITARAN NIGAM LIMITED, a company incorporated under the Companies Act 1956, having its registered office at New Power House, Industrial Area, Jodhpur-342 003 (hereinafter referred to as “JdVVNL”, or “Procurers” 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 fourth part.

Seller or “Solar power producers” or SPP and Procurers or 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 for promoting the Solar energy in Rajasthan. As per clause 5.1.7(ii) of Rajasthan Solar Energy policy-2011 state will support setting up of Grid connected Solar PV Projects in Rajasthan for capacity up to 50 MW shall be done under phase-1,. The capacity of each Solar PV Project shall be 1 MW +5% AC and no further variation in the capacity of the Project shall be permitted. 1MW AC capacity means 1 MW AC output at inverter. This power plant will be connected on 11kV level at nearby 33kV Substation
- c) Jaipur Vidhyut Vitran Nigam Limited (JVVNL), Ajmer Vidhyut Vitran Nigam Limited (AVVNL) and Jodhpur Vidhyut Vitran Nigam Limited (JdVVNL), hereinafter referred to

RfS/PV1/RREC/5 Solar PV Plants

- as “Procurer(s)”, will directly purchase power generated from these selected 50 projects of 1 MW Solar PV Plants each for 25 years.
- d)
 - e) As per Rajasthan Solar Energy Policy 2011, RREC had initiated a competitive bidding process through issue of RfS (Request for selection) and RfP (Request for Proposal) Document for selecting SPP for setting up of Solar PV Project (total aggregate capacity of 100 MW) for supply of solar energy for 25 years to procurers.
 - f) The -----(SPP) had registered itself with RREC and after meeting the eligibility requirements and has got selected by RREC for the construction, operation & maintenance and supply of power from the Solar PV project of capacity 1 MW to the Procurers in accordance with the terms of this Agreement.
 - g) The [SPP or “Seller”] has provided to the Procurer(s), Contract Performance Guarantee(s) as per format specified in Annexure ----- of RfS.
 - h) The SPP has agreed to sign this Power Purchase Agreement with Procurers for sale of Solar Photovoltaic Power by the SPP to the Procurers for 25 years as per the terms and conditions of this Agreement.
 - i) Procurers agree to procure Solar Photovoltaic Power up to the Contracted Capacity from the SPP as per the terms 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 Procurers.
 - k) All the other RfS Project Documents will be executed by the Procurers and the Seller simultaneously with the signing of this Agreement.

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

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

“Act” or “Electricity Act, 2003” Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;

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

RfS/PV1/RREC/5 Solar PV Plants

	voting rights of the other Company;
"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;
"Business Day"	shall mean with respect to the Seller and Procurer, a day other than Sunday or a statutory holiday, on which the banks remain open for business in the state of Rajasthan.
"Capacity Utilisation Factor" or "CUF"	shall mean ----% availability of the Solar PV Project at the terminal Point of the Solar Plant on Contract Year basis;
"Change in Law"	shall have the meaning ascribed thereto in Article 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 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 ----MW(AC)of Solar PV power contracted with Procurer for sale of such power by the Seller;
"Day"	shall mean a day, if such a day is not a Business Day, the immediately succeeding Business Day;
"Delivery Date"	shall mean the date on which the Seller commences supply of the aggregate Contracted Capacity to the Procurers;

RfS/PV1/RREC/5 Solar PV Plants

“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 the last day of the month provided the bill is received and acknowledged by the Procurer up to 4 th day of the month. For the bills received and acknowledged by the Procurer after 4 th , it shall be 30 th day from such date;
“Effective Date”	shall have the meaning ascribed thereto in Article 1.3 of this Agreement;
“Electricity Laws”	shall mean the Electricity Act, 2003 and the rules and regulations made thereunder from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission;
" Energy Accounts"	shall mean the regional energy accounts/state energy accounts as specified in the Grid Code issued by the appropriate agency for each Month (as per their prescribed methodology), including the revisions and amendments thereof;
“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 commercial operation of the Solar PV Project;
Financing Agreements	
"Force Majeure" or “Force Majeure Event”	shall have the meaning ascribed thereto in Article 7 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 including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India;
“Invoice” or	shall mean either a Monthly Invoice, Monthly Bill or a Supplementary

RfS/PV1/RREC/5 Solar PV Plants

“Bill”	Invoice /Supplementary Bill by any of the Parties;
“Late Payment Surcharge”	shall have the meaning ascribed thereto in Article 10.3.3 of this Agreement;
"Law"	shall mean in relation to this Agreement, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of the Appropriate Commission;
“Letter of Credit” or “LC”	<i>shall have the meaning ascribed thereto in Article 10.4 of this Agreement;</i>
"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;
“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;
"RPC"	shall mean the relevant Regional Power Committee established by the Government of India for a specific region in accordance with the Electricity Act, 2003 for facilitating integrated operation of the power system in that region;
"Rupees", "Rs." or “₹”	shall mean Indian rupees, the lawful currency of India;
“Scheduled Commercial Operation Date” or " Scheduled COD"	shall be a date, -----(to be filled as per bid documents) months from the Effective Date, when the Solar PV Project is required to be commissioned as per the terms and conditions of the PPA;
"SERC"	<i>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;</i>

RfS/PV1/RREC/5 Solar PV Plants

“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 Procurers;
“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 respective 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 8 of this Agreement;
"Term of Agreement"	shall have the meaning ascribed thereto in Article 0 of this Agreement;
"Week"	shall mean a calendar week commencing from 00:00 hours of Monday, and ending at 24:00 hours of the following Sunday;

1.2 Interpretation

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

- 1.2.1 “Agreement” shall be construed as including a reference to its Schedules and/or Appendices and/or 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;

RfS/PV1/RREC/5 Solar PV Plants

- 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;

ARTICLE 2 : TERM OF AGREEMENT

1.3 Effective Date

- 1.3.1 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.

1.4 Term of Agreement

- 1.4.1 This Agreement subject to Article 1.5 and 1.6 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.

1.5 Early Termination

- 1.5.1 This Agreement shall terminate before the Expiry Date:
- i. if either Seller or all the Procurers (jointly) terminates this Agreement, pursuant to Article 13 (Events of Default and Termination), of this Agreement; or
 - ii. in such other circumstances as the Seller or all the Procurers (jointly) may agree, in writing;

1.6 Survival

- 1.6.1 The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive 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.

SECTION 2:

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

PROCURERS

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 210 days from the Effective Date, unless such completion is affected by any Force Majeure event, or if any of the activities is specifically waived in writing by RREC:

- a) Documents for Technology selection:
 - i) Details of final technology selection viz Crystalline/ Thin Film/ Concentrator PV/specific any Other Technology etc*
 - ii) Order copy/agreement copy, with Technology Provider/ supplier for supply of equipments for said technology.*
 - iii) 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.*
 - iv) Details of Conventional Technology:
or
Details of Advance Technology.**
- b) Details of the project with location and the successful operational period of the project utilizing this technology.*
- c) Required land for project development @ 2.5 Hectares/MW (minimum) is under clear possession of the project developer. In this regard the Project Developer shall be required to furnish the following documentary evidences:-
 - o 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 @ 2.5 Hectares/MW minimum) for the allotted project. Land can be taken on lease from State agency only.*
 - o Certificate by the concerned and competent revenue/registration authority for the acquisition / ownership / vesting of the land in the name of the Project Developer.*
 - o 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.*
 - o 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(s) 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 ;*

RfS/PV1/RREC/5 Solar PV Plants

- f) The SPP shall have sent a written notice to RREC and Procurers indicating the Installed Capacity for the Power Project expressed in MW;*
- g) Transmission Agreement between Discoms of Rajasthan and SPP confirming the evacuation and connectivity of STU system with their Power Project switchyard.*

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

- 3.3.1 The Performance Bank Guarantee to be furnished under this Agreement shall be for guaranteeing the commencement and continuity 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 Performance Bank Guarantee 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, RREC shall have the right to encash the Performance Bank Guarantee without prejudice to the other rights of RREC under this Agreement.

3.4 Return of Performance Bank Guarantee

- 3.4.1 Subject to Article 3.3, RREC shall return / release the Performance Bank Guarantee three (3) months after the Commissioning Date.
- 3.4.2 The return / release of the 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:

- a) 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
- b) 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.
- c) the commencement of supply of power up to the Contracted Capacity to Procurer(s) later than the Scheduled Commissioning Date; and continuance of supply of Power throughout the term of agreement ;and .
- d) connecting the Power Project switchyard with the STU Transmission Lines at the outgoing Terminal Bay of the Power Project switchyard (Delivery Point); and
- e) owning the Power Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 15;
- f) 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
- g) 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 of 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 Procurers and Procurers undertakes to pay Tariff for all the energy supplied at the Delivery corresponding to Contracted Capacity.

4.4 Right to Contracted Capacity & Energy

4.4.1 Procurers, at any time during a Contract Year, shall not be obliged to purchase any additional energy from the SPP beyond Million kWh (MU) [Insert value of energy generated corresponding to a CUF of 21% for solar PV, provided that in case of solar projects using advanced technologies, the value of CUF shall be the average CUF committed by the SPP at the point of signing the PPA]. If for any Contract Year, it is found that the SPP has not been able to generate minimum energy of Million kWh (MU) [corresponding to a CUF of 12% for solar PV, and further provided that in case of solar projects using advanced technologies, the value of CUF shall be 7% below the average CUF committed by the SPP at

the point of signing the PPA], on account of reasons solely attributable to the SPP, the non-compliance by SPP shall make SPP liable to pay the compensation to Discoms .This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The amount of compensation shall be computed at the rate equal to the compensation payable by the Discoms towards non meeting of RPOs,(imposed by RERC for non meeting of RPOs) subject to a minimum of 25% of the applicable tariff

- 4.4.2 Notwithstanding Article 4.4.1, the SPP is free to sell such power to any third party prior to the Scheduled Commissioning Date and any capacity which is in excess of the quantum of power agreed to be supplied under this Agreement from Scheduled Commissioning Date.

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/Procurers Event of Default; or
- b) Force Majeure Events affecting STU/Procurers, 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/Procurers through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the SPP or Procurers, or till such time such Event of Default is rectified by STU/Procurers.

- 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, subject to the condition that the Scheduled Commissioning Date would not be extended by more than six (6) Months.
- 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 [Insert “three (3) Months” in case of Solar PV projects 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, any extension of the Scheduled Commissioning Date arising due to any reason envisaged in this Agreement shall not be allowed beyond ----- or date determined pursuant to article 4.6.3 whichever is later .

- 4.6 *Liquidated Damages for delay in commencement of supply of power to Procurers***
- 4.6.1 If the SPP is unable to commence supply of power to **Procurers** by the Scheduled Commissioning Date other than for the reasons specified in Article 4.5.1, the SPP shall pay to **Procurers**, 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:
- Delay up to one month – CMD, RREC will encash 20% of the Total Performance bank guarantee.
 - Delay of more than one month and up to two months – CMD, RREC will encash 40% of the Total Performance Bank Guarantee.
 - Delay of more than two months and up to three months – CMD, RREC will encash the remaining Total Performance Bank Guarantee.
- 4.6.2 In case the commissioning of project is delayed beyond 3 (three) months, the Project Developer shall pay to RREC the Liquidated Damages (LD) at the rate of Rs. 1,00,000 per MW per day of delay for delay in such commissioning . LD shall be payable on weekly basis and in advance before commencement of the week starting on Monday and shall be paid in the form of DD/Pay order payable to RREC at Jaipur.
- 4.6.3 The maximum time period allowed for commissioning of the Project with encashment of Performance Bank Guarantee and payment of Liquidated Damages shall be limited to 18 months from the date of signing of this agreement it shall be considered as an SPP Event of Default and provision of article shall apply and PPA will be terminated and the Project shall be removed from the list of selected projects.
- 4.6.4 If the SPP fails to pay the amount of liquidated damages within the period of ten (10) days as specified in Article 4.6.3, RREC shall be entitled to recover the said amount of the liquidated damages by invoking the Performance Bank Guarantee. If the then existing 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 Performance Bank Guarantee by RREC.

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.

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/Procurers and a third Party/committee consisting of officials of MNRE, RERC, CEA, RREC, RVPN, Discoms of Rajasthan, Procurers 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 work s 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 the a contract year ,if the CUF of the Power Project is found to be below [Insert value i.e. 5% less than CUF] or if it is found that the SPP has not been able to maintain a CUF of [Insert value i.e. 3% less than CUF] for a consecutive/non consecutive period of three (3) months during a Contract Year 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 *Synchronization, Commissioning and Commercial Operation*

- 5.1.1 The SPP shall give the concerned RLDC / SLDC and Procurers 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 synchronise the Power Project to the Grid System.
- 5.1.2 Subject to Article 5.1.1, the Power Project may be synchronized by the SPP to the Grid System when it meets all the connection conditions prescribed in Raj Grid Code then in effect and otherwise meets all other Indian/State legal requirements for synchronization to the 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 the approval of synchronization scheme is granted by the head of the concerned sub-station/Grid System of Discoms of Rajasthan and checking/verification is made by the concerned 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 1 MW power plant project within 12 months .

6 ARTICLE 6: DISPATCH

6.1 *Dispatch*

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

ARTICLE 7: METERING

7.1 Meters

- 7.1.1 *As per state metering code, for measurement of solar energy supplied by Solar generating stations within the State, meter shall be provided on each outgoing feeder at the power station 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 EHV/HV feeders to serve as secondary back-up meter. Meters on each generator and each auxiliary transformer shall work as backup meters. The consumption recorded by main meter shall be compared with the consumption recorded by secondary backup meter on EHV feeder to work out transmission losses as well as to monitor the correct functioning of both meters*
- 7.1.2 *As per state metering code, the metering system shall comprise of main, check, backup and secondary backup meters. 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 (d) secondary backup*
- 7.1.3 For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the Seller and the Procurer(s) shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, the State Grid Code and ABT as amended and revised from time to time.
- 7.1.4 All meters (a) main (b) check (c) backup meters in Solar Thermal Power Plant Generating Substation shall be provided by seller at the cost of seller. The secondary backup meters on Discoms end of the 11kV feeder in 33/11kV GSS shall be provided and installed by seller at the cost of seller.
- 7.1.5 The SPP shall bear all cost pertaining to installation ,testing ,calibration maintenance ,renewal, and repair of all the meters referred at 7.1.4 above.
- 7.1.6 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 effected 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, Procurers shall have no claim on such proceeds of such Insurance.

8.3 *Effect on liability of Procurers*

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 Procurers .

9 ARTICLE 9: APPLICABLE TARIFF

9.1.1 The SPP shall be entitled to receive a Tariff of Rs...../kWh [Insert as applicable) for the energy supplied at main/Check meter point at line terminal Bay in Solar Power Plant during a Contract Year pertaining to the Contracted Capacity.

9.1.2 The Selected Project Developers will be required to submit a copy of the audited annual accounts along with tax audit report supplemented with calculation of Depreciation and a copy of Income Tax return for the first 05 years from Commercial Operation Date (COD) of the 1st Unit of the Solar Power Project Company. If at any stage after COD it is found that in place of Normal Rate of Deprecation (based on which the Solar Power Project Company was selected) the Solar Power Project Company is claiming Accelerated Rate of Depreciation as per the Income Tax Act 1961, the applicable tariff of the Solar Power Project shall stand changed to RERC Benchmark Tariff for Accelerated Rate of Depreciation, indicated in RfS , from the COD with applicable discount.

ARTICLE 10: BILLING AND PAYMENT

10.1 General

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

10.2 Delivery and Content of Monthly Bills

10.2.1 The Seller shall issue to each Procurer a signed Monthly Bill for the immediately preceding Month not later than ten (10) days of the next Month. In case the Monthly Bill for the immediately preceding Month issued after ten (10) days of the next Month, the Due Date for payment of such Monthly Bill shall be extended by thirty (30) days.

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.

RfS/PV1/RREC/5 Solar PV Plants

Provided further that if a Monthly Bill is received on or before the second (2nd) day of a Month, it shall be deemed to have been received on the second (2nd) Business Day of such Month.

10.2.2 The Monthly Bill prepared as detailed in Schedule-3 of the PPA, shall include the following;

- i) Provisional Bill for Solar PV power supplied in the immediately preceding Month;
- ii) (a) Adjustments against the Provisional Bill(s) based on Energy Accounts for the Solar PV power supplied in the Month(s) preceding to the previous month(s);
- ii) (b) Any other adjustments to cover changes in open access related charges and any other prior-period adjustments;
- iii) Late Payment Surcharge, if any; and
- iv) Taxes, Duties, Levies etc as applicable.

10.3 Payment of Monthly Bills

10.3.1 The Procurers shall pay the amount payable under the Monthly Bill on the Due Date to such account of the Seller, as shall have been previously notified to the Procurers 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 be made by the Procurers to the Seller, and notify the Procurers of the details of such account at least ninety (90) Days before the dispatch of the first Monthly Bill. The Procurers shall also designate a bank account at Jaipur (the "Procurer's Designated Account") for payments to be made by the Seller to the Procurers, 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 Procurers shall instruct their respective bankers to make all payments under this Agreement to the Procurers' 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 by the Procurers thirty (30) days beyond its due date, a Late Payment Surcharge shall be payable by the Procurers to the Seller at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis. The Late Payment Surcharge shall be claimed by the Seller through the next Monthly Bill.

10.3.4 Rebate

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

- a) A Rebate of 2% shall be payable to the Procurers for the payments made in full within one Business Day of receipt of the Bill by the Procurer.
- b) For payment of Bill subsequently but up to the Due Date, a rebate of 1% shall be allowed for the payments made in full.
- c) No Rebate shall be payable on the Bills raised on account of taxes, duties and cess etc.

10.4 Payment Security Mechanism

Letter of Credit (LC):

10.4.1 *The Procurers 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 Procurers, which may be drawn upon by the Seller in accordance with this Article. The Procurers 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 Procurers 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:*

- i) for the first Contract Year, equal to the estimated average monthly billing;
- ii) 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 drawal 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 Procurers shall restore such shortfall within seven (7) days.*

10.4.5 *The Procurers 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 Procurers 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 Procurers.*

10.4.8 *If, the Procurers 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 Procurers, 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 Procurers;
- 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;

10.5 Collateral Arrangement

As a further support for the Procurers’ obligations, on or prior to the Effective Date, the Procurers 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 Procurers shall be routed and used as per the terms of the Default Escrow Agreement. The Procurers and the Seller shall contemporaneously with the

RfS/PV1/RREC/5 Solar PV Plants

execution of the Default Escrow Agreement enter into the Agreement to Hypothecate Cum Deed of Hypothecation, whereby the Procurers 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 Procurers 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.

10.6 The Default Escrow would come into operation if,

- i) The Letter of Credit is not recouped by the Procurers 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 Procurers fail to pay by the Due Date.
- iii) Non-restoration of Escrow Arrangement by the 7th day of the Due Date.

10.7 Disputed Bill

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

10.7.2 *If the Procurers 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.

10.7.3 *If the Seller agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.6.2, 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 Procurers and up to and including the date on which such payment has been received as refund.*

10.7.4 *If the Seller does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.6.2, 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.

10.7.5 *Upon receipt of the Bill Disagreement Notice by the Procurers under Article 10.6.2, authorized representative(s) of the Procurers and the Seller shall meet and make best*

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endeavors to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

10.7.6 *If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to Article 10.6.4, the matter shall be referred to Dispute resolution in accordance with Article 16.*

10.7.7 *For the avoidance of doubt, it is clarified that despite a Dispute regarding an Invoice, the Procurers 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.*

10.8 Quarterly and Annual Reconciliation

10.8.1 *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.*

10.8.2 *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 Procurers 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.*

10.8 Payment of Supplementary Bill

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

- i) Adjustments required by the Regional Energy Account (if applicable);
- ii) Tariff Payment for change in parameters, pursuant to provisions in Schedule 4; or
- iii) Change in Law as provided in Article 12,

and such Supplementary Bill shall be paid by the other Party.

10.8.2 Procurers 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 Procurers, if any, by the Due Date to concerned Procurers designated bank account. For such payments by Procurers, Rebate as applicable to Monthly Bills pursuant to Article 10.3.5 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 10.3.4.

SECTION 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

SECTION 4: 11.2.1 *An affected Party means the Seller or the Procurers 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, as the case may be, thereby affecting the evacuation of power from the Delivery Points by the Procurers;

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 except 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 and 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.

12.2 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 Procurers up to the Contracted Capacity, relevant to the Scheduled Commissioning Date, by the end of -----months; 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;
- (ii) 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

- (iii) the SPP repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from Procurers in this regard; or
- (iv) except where due to any Procurers' 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 Procurers .
- (v) 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 *Procurers 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 Procurers:
- i. Procurers 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

- ii. Procurers repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the SPP in this regard; or
- iii. except where due to any SPP's failure to comply with its obligations, Procurers is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by Procurers within thirty (30) days of receipt of notice in this regard from the SPP to Procurers ; or
- iv. if
 - Procurers 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 Procurers , or
 - Procurers 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 Procurers Event of Default, where such dissolution or liquidation of Procurers or Procurers 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 Procurers and expressly assumes all obligations of Procurers and is in a position to perform them; or;
- v. Occurrence of any other event which is specified in this Agreement to be a material breach or default of Procurers.

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, Procurers shall have the right to deliver to the SPP a notice stating its intention to terminate this Agreement (Procurers 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 Procurers 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, Procurers may terminate this Agreement by giving a written Termination Notice of thirty (30) days to the SPP.

13.4 Procedure for cases of Procurers Event of Default

- 13.4.1 Upon the occurrence and continuation of any Procurers Event of Default specified in Article 13.2 the SPP shall have the right to deliver to Procurers , 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 Procurers 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 Procurers harmless against:

- a) any and all third party claims against Procurers 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) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by Procurers 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 Procurers 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 Procurers 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 Procurers of any of its obligations under this Agreement (Provided that this Article

14 shall not apply to such breaches by Procurers , for which specific remedies have been provided for under this Agreement.) or

- any of the representations or warranties of Procurers , 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 non payment 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 Procurers 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

RfS/PV1/RREC/5 Solar PV Plants

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 Procurers, the SPP or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.4.2 Procurers 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 Procurers, or any Affiliate of Procurers 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 to mitigate any loss or damage which has occurred under this Article 14.

SECTION 5: ARTICLE 15: ASSIGNMENTS AND CHARGES

15.1 Assignments

15.1.1 This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party other than by mutual consent between the Parties to be evidenced in writing:

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. Permitted Charges.

15.2 Permitted Charges

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 11: GOVERNING LAW AND DISPUTE RESOLUTION

16.3 Governing Law

16.3.1 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.

16.4 Amicable Settlement and Dispute Resolution

16.4.1 Amicable Settlement

- i. Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement ("Dispute") by giving a written notice (Dispute Notice) to the other Party, which shall contain:

- (i) a description of the Dispute;
 - (ii) the grounds for such Dispute; and
 - (iii) all written material in support of its claim.
- ii. The other Party shall, within thirty (30) days of issue of Dispute Notice issued under Article 5.6.2, furnish:
- (i) counter-claim and defences, if any, regarding the Dispute; and
 - (ii) all written material in support of its defences and counter-claim.
- iii. Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 5.6.2 if the other Party does not furnish any counter claim or defence under Article 5.6.4 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 5.6.4, the Dispute shall be referred for dispute resolution in accordance with Article 11.3.

16.5 Dispute Resolution

16.5.1 Dispute Resolution by the Appropriate Commission

- 16.5.1.1 Where any Dispute (i) arises from a claim made by any Party for any change in or determination of the Tariff or any matter related to Tariff or claims made by any Party which partly or wholly relate to any change in the Tariff or determination of any of such claims could result in change in the Tariff, or (ii) relates to any matter agreed to be referred to the Appropriate Commission, such Dispute shall be submitted to adjudication by the Appropriate Commission. 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.
- 16.5.1.2 The obligations of the Procurers under this Agreement towards The Seller shall not be affected in any manner by reason of inter-se disputes amongst the Procurers.

16.5.2 Dispute Resolution through Arbitration

- If the Dispute arises out of or in connection with any claims not covered in Article 11.3.1 (i), such Dispute shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996 as under:
- i) *The Arbitration Tribunal shall consist of three (3) arbitrators. Each party shall appoint one Arbitrator within 30 days of the receipt of request for settlement of dispute by Arbitration. The two appointed Arbitrators shall within 30 days of their appointment, appoint a third Arbitrator who shall act as presiding Arbitrator. In case the party fails to appoint an Arbitrator within 30 days from the date of receipt of request or the two appointed Arbitrator fails to agree on third Arbitrator within 30 days of their appointment, the appointment of Arbitrator, as the case may be, shall be made in accordance with the Indian Arbitration and Conciliation Act, 1996.*

- ii) *The place of arbitration shall be Jaipur. The language of the arbitration shall be English.*
- iii) *The Arbitration Tribunal's award shall be substantiated in writing. The Arbitration Tribunal shall also decide on the costs of the arbitration proceedings and the allocation thereof.*
- iv) *The provisions of this Article shall survive the termination of this PPA for any reason whatsoever.*
- v) *The award shall be of majority decision. If there is no majority, the award will be given by the presiding Arbitrator.*

16.6 Parties to Perform Obligations

- 16.6.1 Notwithstanding the existence of any Dispute and difference referred to the Appropriate Commission or the Arbitration Tribunal as provided in Article 11.3 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 12: MISCELLANEOUS PROVISIONS

17.3 Amendment

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

17.4 Third Party Beneficiaries

- 17.4.1 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.

17.5 Waiver

- 17.5.1 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:

- 17.5.2 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.

17.6 Confidentiality

- 17.6.1 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.

RfS/PV1/RREC/5 Solar PV Plants

17.7 Severability

17.7.1 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.

17.8 Notices

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

17.8.2 If to the Procurers, 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 : Jaipur Vidyut Vitaran Nigam Limited, Jaipur

Attention :

Email :

Fax. No. :

Telephone No. :

Address : Ajmer Vidyut Vitaran Nigam Limited,
Old Power, Hathi Bhata, Ajmer

Attention :

Email :

Fax. No. :

Telephone No. :

Address : Jodhpur Vidyut Vitaran Nigam Limited,
New Power House, Industrial Area, Jodhpur

Attention :

Email :

Fax. No. :

Telephone No. :

17.8.3 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 :

RfS/PV1/RREC/5 Solar PV Plants

Fax. No. :
Telephone No. :

- 17.8.4 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.
- 17.8.5 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.

17.9 Language

- 17.9.1 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.
- 17.9.2 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.

17.10 Restriction of Shareholders / Owners' Liability

- 17.10.1 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.

17.11 Taxes and Duties

- 17.11.1 The Procurers shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the Procurers, contractors or their employees that are required to be paid by the Procurers as per the Law in relation to the execution of the Agreement.
- 17.11.2 The Seller shall be indemnified and held harmless by the Procurers against any claims that may be made against the Seller in relation to the matters set out in Article 17.11.1.
- 17.11.3 The Seller shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the Procurers by The Seller on behalf of Procurers or its personnel.

17.12 No Consequential or Indirect Losses

- 17.12.1 The liability of the Procurers 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 Procurers claim from one another any indirect or consequential losses or damages.

17.13 Order of priority in application

In case of inconsistencies between the agreement(s) executed between the Parties, applicable Law including rules and regulations framed thereunder, 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;

17.14 Independent Entity

17.14.1 The Procurers shall be an independent entity performing its obligations pursuant to the Agreement.

17.14.2 Subject to the provisions of the Agreement, the Procurers shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the Procurers in connection with the performance of the Agreement shall be under the complete control of the Procurers 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 Procurers shall be construed to create any contractual relationship between any such employees, representatives or contractors and The Seller.

17.15 Compliance with Law

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.

RfS/PV1/RREC/5 Solar PV Plants

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

For and on behalf of
[The Seller]

For and on behalf of
[AVVNL]

Signature with seal

Signature with seal

Witness:
1.

Witness:
1.

For and on behalf of
[JVNL]

Signature with seal

Witness:
1.

For and on behalf of
[JdVNL]

Signature with seal

Witness:
1.

(Note :- To complete this PPA, additional Para's from the RfS may be added at the time of signing of the PPA)