

Rajasthan Urja Vikas Nigam Limited

Request for Proposal (RFP) for Short Term Procurement of 450 MW electricity from operational power generating stations for a period from 01.11.2018 to 30.06.2019 under Case-4 envisaged for allowing flexibility of utilization of coal (through e-Tender and e-Reverse Auction on DEEP Portal)

RFP No. RUVNL/ Coal Tolling Bid/450 MW/ 01 dated 03.08.2018

Issued by:

Rajasthan Urja Vikas Nigam Limited

Superintending Engineer (PP)

Shed No 5/4, Vidyut Bhavan,

Janpath, Jaipur,

Rajasthan-302005

Phone: +91 - 0141- 2744571; Fax: +91- 0141- 2744347

Email ID: seppruvn@gmail.com

[Website: www.energy.rajasthan.gov.in/ruvnl](http://www.energy.rajasthan.gov.in/ruvnl)

Table of Contents

Clause	Sub Clause	Description	Page No
1		INTRODUCTION	
	1.1	BACKGROUND	6
	1.2	BRIEF DESCRIPTION OF BIDDING PROCESS:	10
	1.3	SCHEDULE OF BIDDING PROCESS	10
	1.4	PRE-BID MEETING	10
2		INSTRUCTIONS TO BIDDERS	
	2.1	OBTAINING RFP DOCUMENT, COST OF DOCUMENT, PROCESSING FEES& PFCCL FEES	11
	2.2	ELIGIBILITY OF BIDDERS	11
	2.3	NUMBER OF BIDS AND COSTS THEREOF	12
	2.4	VALIDITY OF BIDS	12
	2.5	BID SECURITY	13
	2.6	PERFORMANCE SECURITY (PS)	13
	2.7	VERIFICATION OF INFORMATION	14
	2.8	VERIFICATION AND DISQUALIFICATION	15
	2.9	CLARIFICATIONS	16
	2.10	AMENDMENT OF RFP	16
	2.11	LANGUAGE	17
	2.12	IMPORTANT NOTES AND INSTRUCTIONS TO BIDDERS	17
	2.13	METHOD OF SUBMISSION OF RESPONSE TO RFP BY THE BIDDER	18
	2.14	BID DUE DATE	20
	2.15	LATE BIDS	20
	2.16	MODIFICATIONS/ SUBSTITUTION/ WITHDRAWAL OF RESPONSE TO RFP	21
	2.17	CONFIDENTIALITY .	21
	2.18	RIGHT OF RUVNL TO REJECT BID	21
3		EVALUATIONOF BIDS	
	3.1	BID EVALUATION	22
	3.2	NON-RESPONSIVE BID	22
	3.3	TECHNO-COMMERCIAL EVALUATION OF BIDDERS	23
	3.4	CONTACTS DURING BID EVALUATION	24
4		E-REVERSE AUCTION	25
5		SELECTION OF BIDDER	26
6		MISCELLANEOUS	28
7		FORMATS FOR BID SUBMISSION	
	7.1	FORMAT 1–COVERING LETTER	30
	7.2	FORMAT 2–PARTICULARS OF THE COAL POWER STATION	33
	7.3	FORMAT 3–PROJECT COMMISSIONING CERTIFICATE	34
	7.4	FORMAT 4 - BANK GUARANTEE FOR BID SECURITY	35
	7.5	FORMAT 5 –BANK GUARANTEE FOR PERFORMANCE SECURITY	38
	7.6	FORMAT 6 – BOARD RESOLUTION	41
	7.7	FORMAT 7 – FORMAT FOR DISCLOSURE	42
	7.8	FORMAT 8 – COVERING LETTER FOR FINANCIAL BID	43
	7.9	ANNEXURE 1 – NAME OF BANKS	45

DISCLAIMER

1. Though adequate care has been taken while preparing the RFP document, the Bidders shall satisfy themselves 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 fifteen (15) days from the date of notification of RFP / Issue of the RFP documents, it shall be considered that the RFP document is complete in all respects and has been received by the Bidder.
2. Rajasthan Urja Vikas Nigam Limited (RUVNL) reserves the right to modify, amend or supplement this RFP document including the draft PPA.
3. While this RFP has been prepared in good faith, neither RUVNL nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.

Place: Jaipur

Date: 03.08.2018

Bid Information Sheet

Document Description	RFP document for procurement of 450 MW electricity from operational power generating stations for a period from 01.11.2018 to 30.06.2019 under Case -4 envisaged for allowing flexibility of utilization of coal.
RFP No. & Date	RUVNL/ coal tolling bid/450 MW/ 01 dated 03.08.18
Total Bid capacity	450 MW at Rajasthan State Periphery
Contract Period	8 months
Downloading of tender document	06.08.2018
Date of pre Bid Meeting	Date & time will be notified later
Last Date & Time for Submission of Response to RFP(Online as well as Physical)	04.09.2018 up to 17 Hrs
Technical Bid Opening	06.09.2018
Financial Bid Opening and Reverse Auction	24.09.2018
Cost of RFP document (Non refundable)	Rs. 10,000 (Rupees Ten Thousand only) (to be submitted in the form of DD/Pay Order, along with the response to RFP in favour of "AAO(EA & Cash),RUVNL", payable at Jaipur)
Cost of RFP process(Non refundable)	Rs. 1,00,000 (Rupees One Lakh only) (to be submitted in the form of DD/Pay Order, along with the response to RFP in favour of "AAO (EA & Cash),RUVNL", payable at Jaipur)
Requisite Portal fees	Rs. 500 per MW plus applicable taxes per requisition for which the Bidder is willing to bid through e-payment gateway provided by MSTCE Ltd.
Bid Security	@Rs 15,000 per MW per month of capacity offered
Ceiling Tariff	Rs 2.70/kWh
Name & Designation, Address & other details for submission of RFP	Superintending Engineer (PP), Rajasthan Urja Vikas Nigam Ltd Shed no 5/4, Vidyut Bhavan, Janpath, Jaipur-302005,e- mail – seppruvn@gmail.com +91-9413390413
Details of person to be contacted	(i) Sh Subodh Verma Executive Engineer (PP) +91- 9413359077,9413359079 seppruvn@gmail.com (ii) Sh. Shantanu Kumar Singhal Assistant Engineer(PP) +91-9413359079 seppruvn@gmail.com
<p>Important Note: Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the RFP document through the websites www.energy.rajasthan.gov.in/ruvnl and www.mstcecommerce.com No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.</p>	

GLOSSARY

Bid Due Date	As defined in Clause 2.14
Bid Security	As defined in Clause 2.5
Bidder(s)	As defined in Clause 2.2
Bidding Process	As defined in Clause 1.2.1
CEA	Central Electricity Authority
DEEP	Discovery of Efficient Electricity Price
DSC	Digital Signature Certificate
e-RA	Electronic Reverse Auction
e-Tender	Electronic Tender
EMD	Earnest Money Deposit
Government	Government of India/State
RVUNL	Rajasthan Vidyut Utpadan Nigam Limited
RUVNL	Rajasthan Urja Vikas Nigam Limited
IPO	Initial Price Offer
IST	Indian Standard Time
LOA	Letter of Award
MSTC	Metal Scrap Trade Corporation
MW	Mega Watt
NEFT	National Electronic Fund Transfer
PFCL	Power Finance Corporation Consulting Limited
Project	As defined in Clause 1.1.2
PPA	As defined in Clause 1.1.7
Rs. or INR	Indian Rupee
RTC	Round the Clock
RTGS	Real Time Gross Settlement
Seller/ Selected Bidder	As defined in Clause 1.1.6
SECL	South Eastern Coalfield Limited
Tariff	As defined in Clause 1.2.2

1 INTRODUCTION

1.1 Background

1.1.1 The Union Cabinet has approved the proposal of the Ministry of Power, Govt. of India for allowing flexibility in utilization of domestic coal amongst power generating stations to reduce the cost of power generation on 4th May, 2016. As per approval given by the Cabinet, the Central Electricity Authority (CEA), in consultation with all the Stakeholders has issued the methodology for implementation of proposal for allowing utilization of domestic coal in a flexible manner including any other related issues. The methodology was finalized and circulated by CEA on dated 8th June, 2016 to all stake holders. The Ministry of Power approved the methodology for use of transferred coal in Independent Power Producers (IPPs) Generating Stations vide No 5/3/2015- OM on 20th February, 2017 with subsequent amendment issued on 15.06.2018. The flexibility in utilization of domestic coal is intended to reduce cost of electricity to the consumers. Under the Case- 4 envisaged for allowing flexibility of utilization of coal, the State supplying coal will invite Tariff Bids from the prospective IPP Generating Stations for use of domestic coal out of aggregated coal allocated to respective State and supplying power in lieu of transfer of such coal. The IPPS selected through competitive bidding under Case 4 shall be treated at par with State Utilities for use of coal as the coal to be transferred is the linkage coal of the State Utilities and the power generated using this coal by these IPPs shall be purchased by the State Utilities. The present tender has been designed for undertaking the bidding process under the Case-4 envisaged for allowing flexibility of utilization of coal in IPP Generating Stations.

1.1.2 Rajasthan Urja Vikas Nigam Ltd (hereinafter referred to as "RUVNL") is a wholly owned State Govt company incorporated under the Companies Act, 2013 on 04.12.2015 and has been performing the bulk purchase and bulk sale of power, assigned as per the State Cabinet order 158/2015 dated 25th August 2015. The Board of JVVNL, AVVNL and JdVVNL through their Board resolution has authorized RAJASTHAN URJA VIKAS NIGAM LIMITED (RUVNL) to undertake all the functions related to power procurement on behalf of 'RAJASTHAN DISCOMS'

Government of Rajasthan vide letter no F. 12(2) Energy/2004/pt dated 04.06.2018 has notified RUVNL as the Nodal Agency to co-ordinate all the activities related to the scheme. In line with above mentioned Case-4 envisaged for allowing flexibility of utilization of coal, RUVNL on behalf of Rajasthan Discoms has decided to procure 450 MW electricity from operational coal based power generating stations with generating units having minimum installed capacity of 200 MW and for a period from 01.11.2018 to 30.06.2019(the Project). Accordingly, RUVNL has decided to carry out the bidding process for selection of a corporate entity (ies) as the

Bidder to whom the contract may be awarded for generation of electricity and supply thereof as per the terms and conditions specified in the Bidding Documents.

Brief particulars of the Project are as follows:

- (I) **Quantum of Power required:** 450 MW at delivery point.
- (II) **Duration of power required:** 8 Months which may be mutually extended for an additional period up to one year so as to optimize the benefits under the methodology. This shall be further reviewed based on the experience gained.
- (III) **Hours of supply:** Round the Clock (RTC)
- (IV) **Delivery point:** Rajasthan State's transmission Utility Periphery (CTU-STU interconnection point in case of power station located outside Rajasthan and Generator Bus bar i.e. STU interconnection point in case of power station located within Rajasthan)
- (V) **Commencement of Supply: 01.11.2018.**

1.1.3 Coal will be made available through coal mines allocated to Rajasthan Vidyut Utpadan Nigam Limited (herein after referred to as "RVUNL"). RVUNL has allocation from SECL. RVUNL will supply requisite coal quantity to Bidder from SECL. A detail of grade of coal to be provided to Bidder is as under:

Table – 1: Estimate Quality & Price Band of Coal excluding coal transportation charges

Particulars	G-3	G-4	G-5	G-6	G-7	G-8	G-9	G-10	G-11	G-12	G13	G-14	G-15	G-16	G-17
GCV (Kcal/Kg)	6400-6700	6100-6400	5800-6100	5500-5800	5200-5500	4900-5200	4600-4900	4300-4600	4000-4300	3700-4000	3400-3700	3100-3400	2800-3100	2500-2800	2200-2500
Ash Content (%)	Varies from 25% to 45%														
Moisture (%)	Varies 8% to 18%														
Carbon (%)	Varies from 22% to 38%														
Sulphur (%)	~0.4%	~0.4%	~0.4%	~0.4%	~0.4%	~0.4%	~0.4%	~0.4%	~0.4%	~0.4%	~0.4%	~0.4%	~0.4%	~0.4%	~0.4%
Basic cost Rs/MT	3144	3000	2737	2317	1926	1465	1140	1024	955	886	817	748	590	504	447
Crushing /sizing charg. Rs/MT	87	87	87	87	87	87	87	87	87	87	87	87	87	87	87
STC Rs/MT	116	116	116	116	116	116	116	116	116	116	116	116	116	116	116
Royalty of Basic price	440.2	420	383.2	324.4	269.6	205.1	159.6	143.4	133.7	124	114.4	104.7	82.6	70.6	62.6
NMET of Royalty	8.8	8.4	7.7	6.5	5.4	4.1	3.2	2.9	2.7	2.5	2.3	2.1	1.7	1.4	1.3
DMF of Royalty	132	126	115	97.3	80.9	61.5	47.9	43	40.1	37.2	34.3	31.4	24.8	21.2	18.8
Paryavaran tax Rs/MT	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5
Vikas Kar Rs/MT	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5
Terminal Tax Rs/MT	3.2	3.1	2.8	2.4	2	1.6	1.2	1.1	1	1	0.9	0.8	0.7	0.6	0.5
Evacuations Facility Charges Rs/MT	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50
Sub-Total	3996.2	3825.5	3513.6	3015.6	2551.9	2005.3	1619.9	1482.3	1400.5	1318.7	1236.9	1155.1	967.7	865.7	798.1
GST %	199.8	191.3	175.7	150.8	127.6	100.3	81	74.1	70	65.9	61.8	57.8	48.4	43.3	39.9
Clean Energy Cess Rs/MT	400	400	400	400	400	400	400	400	400	400	400	400	400	400	400
Total cost of raw coal w.e.f 09.1.2018	4596.1	4416.8	4089.3	3566.4	3079.5	2505.5	2100.9	1956.5	1870.6	1784.6	1698.7	1612.8	1416.1	1309.0	1238.0

1.1.4 A band wise coal receipt detail from SECL during 2017-18 is shown below.

Table 2: Coal quantity received from SECL Rail mode during 2017-18.

Band	GCV Range	% Supply
G3	6400-6700	0.00
G4	6100-6400	0.83
G5	5800-6100	1.21
G6	5500-5800	3.53
G7	5200-5500	3.14
G8	4900-5200	8.21
G9	4600-4900	10.21
G10	4300-4600	14.76
G11	4000-4300	15.74
G12	3700-4000	13.14
G13	3400-3700	15.01
G14	3100-3400	7.21
G15	2800-3100	3.76
G16	2500-2800	2.06
G17	2200-2500	1.28

1.1.5 The data provided in above tables are only for reference purpose and RVUNL/RUVNL does not provide any guarantee regarding grade of coal to be supplied by Coal Company.

1.1.6 RUVNL intends to qualify and short-list suitable Bidders (the Bidders) whose bid shall be opened on the date specified at Clause 1.3 of this RFP and will be eligible for participation in the e-Reverse Auction Stage, for awarding the Project through an open competitive bidding process in accordance with the procedure set out herein.

1.1.7 The selected Bidder (the Seller) shall be responsible for supply of power from its Coal Power Station, under and in accordance with the provisions of a short-term tri-partite Power Purchase Agreement (the PPA) to be entered into between the Seller, Rajasthan Discoms and RVUNL in the format provided by RUVNL as part of the Bidding Documents pursuant hereto.

1.1.8 The scope of work will include supply of power in accordance with the terms of the PPA.

1.1.9 Bidders may bid for the capacity specified in Clause 1.1.2, or a minimum bid quantity of 100 MW. The remaining capacity, if any, may be procured from the Bidder who has quoted the second lowest tariff and so on.

1.2 Brief description of Bidding Process:

- 1.2.1 Single stage, double envelope bidding followed by e-Reverse Auction has been envisaged under this RFP. Bidders have to submit both Technical bid and Financial bid (Tariff) together in response to this RFP online. The preparation of bid proposal has to be in the manner described in Clause 2.13.
- 1.2.2 Bids are invited for the project on the basis of a tariff to be offered by a Bidder for supply of electricity in accordance with the terms of the draft PPA forming part of the Bidding Documents. For the purpose of bidding hereunder, the quoted tariff (Rs per unit) for the Coal Power Station (the Tariff) will be the landed cost of power at the Delivery Point including Transmission charges and Transmission losses. The Project shall be awarded to the successful Bidders quoting the lowest tariff after the completion of the bidding process. Gross Station Heat Rate (SHR) quoted by Bidder has to be less than or equal to presently applicable CERC norm for equivalent unit size. Auxiliary Consumption quoted by Bidder has to be less than or equal to presently applicable CERC norm for equivalent Power Station Capacity.

1.3 Schedule of Bidding Process

- 1.3.1 Schedule of bidding process will be as under:

Sr. No.	Event Description	Date and Time
1	Notice inviting RFP Bids	06.08.18, 10 Hrs
2	Last Date for Submission of RFP Bids	04.09.18 up to 17:00 Hrs
3	Opening of Technical Bids	06.09.18 at 13:00 Hrs
4	Announcement of successful Bidders at Technical Qualification stage for Financial stage and , simultaneously, intimating the name of successful Bidders to the Railway	12.09.18
5	Getting the consent of the Railways for feasibility of transportation of coal	20.09.18 at 14 Hrs
6	Opening of Financial Bids followed by e-RA	24.09.18
7	Announcement of Successful Bidders	01.10.18
8	Issuance of Letter of Award to successful Bidders	08.10.18
9	Signing of Power Purchase Agreement	16.10.18

1.4 Pre-Bid Meeting

- 1.4.1 The date, time and venue of the Pre-Bid Meeting shall be intimated separately.

2 INSTRUCTIONS TO BIDDERS

2.1 Obtaining RFP Document, Cost of Document, Processing Fees & Portal Fees

- 2.1.1 The RFP document can be downloaded from the website https://www.mstcecommerce.com/auctionhome/ppa/index_fcs.jsp (DEEP Portal). A link of the same is also available at www.energy.rajasthan.gov.in/ruvnl. Interested Bidders have to download official copy of RFP & other documents after logging into DEEP website by using Login ID & Password.
- 2.1.2 Bidders shall be eligible to submit / upload the bid document only after Logging into https://www.mstcecommerce.com/auctionhome/ppa/index_fcs.jsp and downloading official copy of RFP.
- 2.1.3 All the Bidders would be able to participate in the e-Bidding events on making payment of the requisite fees of Rs. 500 per MW for the capacity which the Bidder is willing to bid. The requisite fee plus applicable taxes shall be deposited through the portal by e-Payment Gateway provided by MSTC Ltd. After the completion of the bidding process, only successful Bidder(s) will have to pay these charges for the quantum allocated to each Bidder, the balance amount will be refunded within 10 working days without any interest. The fee deposited by non-Selected Bidder(s) will also be refunded within ten (10) working days of completion of the event without any interest.
- 2.1.4 Prospective Bidders interested to participate in the bidding process are required to submit their response to RFP along with a non-refundable processing fee, cost of RFP document and Bank Guarantee against Bid Security as mentioned in the Bid Information Sheet. The bids submitted without cost of RFP document and/or Processing Fee and/or Bank Guarantee against Bid Security, shall not be considered for bidding and such bids shall not be opened by RUVNL.

2.2 Eligibility of Bidders

- 2.2.1 For determining the eligibility of Bidders for their qualification hereunder, the following shall apply:
- a) The Bidder should be a corporate entity or a Partnership firm (LLP)
 - b) Bidder must be an IPP (Generating Company) and shall own a coal based Thermal Power Generating Station which has achieved commercial operation at the time of bidding.
 - c) The available operating capacity of the Thermal Plant must be equal to or more than the quantum of power offered by the Bidder. The available operating capacity shall be either:
 - i. Capacity (MW) with no firm Power Purchase Agreement; or
 - ii. Unutilized capacity (with the consent of original beneficiaries) for which PPA exists with State(s) other than Rajasthan.

d) The Installed Capacity of the operating Units from which power is proposed to be generated, shall be equal to or more than 200 MW.

2.2.2 Bidders shall not be allowed to increase their capacity at e-Reverse Auction Stage greater than the capacity for which available operating capacity has been demonstrated and Bid Security has been provided.

2.3 Number of Bids and costs thereof

2.3.1 No Bidder including its Parent¹, Affiliate² or Ultimate Parent³ or any Group Company⁴ shall submit more than one bid for the Project from the same power station.

2.3.2 The Bidders shall be responsible for all of the costs associated with the preparation of the response to RFP and participation in discussion and attending pre-bid(s) meeting etc. RUVNL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bid Process.

2.4 Validity of Bids

2.4.1 The bid shall be valid till the time of signing of Power Purchase Agreement from the Bid Due Date. The Bidders will have to extend the validity of bid till actual signing of PPA, if required.

¹ "Parent" means a company, which holds not less than 51% equity either directly, or indirectly in the company;

² "Affiliate" shall mean a company that, directly or indirectly, (i) controls, or (ii) is controlled by, or (iii) is under common control with, a Bidding Company and control means ownership by one Company of at least 26% (twenty-six percent) of the voting rights/ paid up share capital of the other Company;

³ "Ultimate Parent" shall mean a Company, which owns not less than fifty-one percent (51%) equity either directly or indirectly in the Parent and Affiliates;

⁴ Group Company of a Company means

(i) a Company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the company, or (ii) a company in which the company, directly or indirectly, holds 10% (ten percent) or more of the share capital of such company, or (iii) company in which the company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise, or (iv) a company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise, or (v) a company which is under common control with the company, and control means ownership by one company of at least 26% (twenty six) of the share capital of the other company or power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise.

Provided that a financial institution, scheduled bank, foreign institutional investor, nonbanking financial company, and any mutual fund shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a company shall not be considered for the purposes of this definition unless it is the bidding company;

2.5 Bid Security (EMD)

- 2.5.1 The Bidder shall furnish Bid Security of Rs. 15,000 per MW on RTC basis (30 days, 24 hours) in the form of Bank Guarantee issued by any of the bank listed as Annexure 1 in Clause 7.9 in favour of Rajasthan Urja Vikas Nigam Limited in the Format-4 provided in Clause 7.4 and having a validity period of not less than 120 (one hundred twenty) days from the Bid Due Date. The Bank Guarantee towards Bid Security has to be in the name of the Bidder. The bid shall be summarily rejected if it is not accompanied by bid security.

For example: For a requirement of 1 MW, 45 days, 4 hours, the EMD shall be Rs $15000 * (45 \text{ days} / 30 \text{ days}) * (4 \text{ hours} / 24 \text{ hours}) = \text{Rs } 7500$.

- 2.5.2 The Bid Security of unsuccessful Bidders will be returned by RUVNL, without any interest, within 10 days of expiry of bid validity period. Bid Security of successful Bidders shall be returned, without any interest, after furnishing the Performance Security by them & verified by RUVNL and PPA is signed.

The format of the Bank Guarantee prescribed in the Format-4 shall be strictly adhered to and any deviation from the above Format shall result in rejection of the Bid Security and consequently, the bid.

- 2.5.3 Bank Guarantee has to be executed on non-judicial stamp paper of Rs. 500. All expenditure towards execution of Bank Guarantee such as stamp duty etc. shall be borne by the Bidder.
- 2.5.4 RUVNL shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified herein below:
- a. If the Bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
 - b. In case, RUVNL offers to execute the PPA with the Selected Bidder and if the selected Bidder does not execute the PPA within the stipulated time period;
 - c. If after date of issue of LOA, it is found that the documents furnished by the Bidder during RFP are misleading or misrepresented in any way and that relevant facts have been suppressed;
 - d. If the Bidder fails to furnish required Performance Security in accordance with Clause 2.6.

2.6 Performance Security (PS)

- 2.6.1 The seller shall, for the performance of its obligations under the PPA, provide to RUVNL at least 2 days before the date of signing of the PPA, an irrevocable and unconditional Bank Guarantee issued by any of the bank listed in

Annexure 1 in Clause 7.9 in favour of Rajasthan Urja Vikas Nigam Limited in the Format-5 provided in Clause 7.5 calculated at Rs. 1.00 lakh per MW per month(30 days, 24 Hrs) (the "Performance Security") valid for Contract Period with a claim period of 2 months after the expiry of Contract Period. The Bank Guarantee towards Performance Security has to be in the name of the Bidder. The performance security shall be calculated as per the example given above for calculating EMD.

- 2.6.2 Further, in case of extension of the Contract Period on account of availability of excess coal at the end of the original Contract Period, the Seller shall be required to extend the validity of the Bank Guarantee for a period beyond 2 month after the expiry of the extended Contract Period as mentioned in the clause 2.2.1 of PPA. The Bank Guarantee shall be extended at least 7 days prior to expiry of the claim period of the original Bank Guarantee submitted by the Seller. In case of failure to extend the validity of the Bank Guarantee within the stipulated time period, RUVNL reserves the right to invoke the Performance Security issued in the form of Bank Guarantee by the Seller.
- 2.6.3 The format of the Bank Guarantee prescribed in the Format-5 shall be strictly adhered to and any deviation from the above Format shall result in rejection of the Performance Security and consequently, the bid. In case of deviations in the format of the Bank Guarantee, the corresponding PPA shall not be signed by RUVNL.
- 2.6.4 Bank Guarantee has to be executed on non-judicial stamp paper of Rs. 500. All expenditure towards execution of Bank Guarantee such as stamp duty etc shall be borne by the Bidder.
- 2.6.5 The Performance Security provided by the Seller shall be forfeited for non-performance of the contractual obligations. The RUVNL shall release the Performance Security within 60 days after completion of Contract Period.

2.7 Verification of information

- 2.7.1 Bidders are required to submit their respective responses to RFP after familiarizing themselves with the information and physical conditions relevant to the Project, including the transmission capacity, applicable laws and regulations, coal quality & quantity and any other matter considered relevant by them.
- 2.7.2 It shall be deemed that by submitting the response to RFP, the Bidder has:
- a) made a complete and careful examination of RFP document;
 - b) received all relevant information requested from RUVNL;

- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP document or furnished by or on behalf of RUVNL relating to any of the matters referred to in Clause 2.7.1 above; and
- d) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.7.3 RUVNL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning/ relating to this document or the Bidding Process, including any error or mistake therein or in any information or data given by RUVNL.

2.8 Verification and Disqualification

2.8.1 RUVNL reserves the right to verify all statements, information and documents submitted by the Bidder in response to RFP. Any such verification or lack of such verification by RUVNL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of RUVNL there under.

2.8.2 RUVNL reserves the right to reject any response to RFP if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Bidder does not provide, within the time specified by RUVNL, the supplemental information sought by RUVNL for evaluation of response to RFP.

If such disqualification/ rejection occurs after the Bids have been opened and the successful Bidder gets disqualified/ rejected, then RUVNL reserves the right to take any such measure as may be deemed fit at the sole discretion of RUVNL, including annulment of the Bidding Process.

2.8.3 In case, it is found during the evaluation or at any time before signing of the PPA or after its execution and during the period of subsistence thereof, including the contract thereby granted by RUVNL, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Seller either by issue of the LOA or entering into of the PPA, and if the Selected Bidder has already been issued the LOA or has entered into the PPA, as the case may be, the same shall, notwithstanding anything to the contrary contained therein, be liable to be terminated, by a communication in writing by RUVNL to the Bidder or the Seller, as the case may be, without RUVNL being liable in any manner whatsoever to the Bidder

or Seller. In such an event, RUVNL shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy which RUVNL may have under this RFP Document, the PPA or otherwise.

2.9 Clarifications

2.9.1 Bidders requiring any clarification on the RFP may notify RUVNL in writing [By speed post/courier/special messenger and by e-mail attaching the queries in Microsoft word file]. The envelopes / communications shall clearly bear the following identification/ title: Queries/ Request for Additional Information: Bidding for RFP No. RUVNL/ coal tolling bid/450 MW/ 01 dated 03.08.2018. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3 of the RFP. RUVNL shall endeavor to respond to the queries within the period specified therein, but no later than 7 (seven) days prior to the Bid Due Date. The responses will be sent by e-mail. RUVNL will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries or upload all the queries and its responses on the DEEP portal.

2.9.2 RUVNL shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, RUVNL reserves the right not to respond to any question or provide any clarification, at its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring RUVNL to respond to any question or to provide any clarification.

2.9.3 RUVNL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by RUVNL shall be deemed to be part of the RFP. Verbal clarifications and information given by RUVNL or its employees or representatives shall not in any way or manner be binding on RUVNL.

2.10 Amendment of RFP

2.10.1 At any time prior to the deadline for submission of response to RFP, RUVNL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.10.2 Any Addendum thus issued will be available at the DEEP Portal. The Bidders are advised to check the DEEP Portal for any amendments or notifications.

2.10.3 In order to accord a reasonable time to the Bidders for taking an Addendum into account, or for any other reason, RUVNL may, at its sole discretion, extend the Bid Due Date.

2.11 Language

2.11.1 Response to RFP and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the response to RFP may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of response to RFP, the English language translation shall prevail.

2.12 Important notes and instructions to Bidders

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

2.12.2 The Bidders shall be shortlisted based on the declarations made by them in relevant provisions of RFP. The documents submitted online will be verified before signing of PPA.

2.12.3 If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RFP, in any manner whatsoever, RUVNL reserves the right to reject such response to RFP and/or cancel the Letter of Award, if issued, and the Bid Security provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RFP.

2.12.4 If the event specified at 2.12.3 above, is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.

2.12.5 Response submitted by the Bidder shall become the property of the RUVNL and RUVNL shall have no obligation to return the same to the Bidder. However, the Bid Security submitted by unsuccessful Bidders shall be returned as specified in Clause 2.5.2.

2.12.6 All documents of the response to RFP (including RFP, draft PPA and all other documents uploaded on https://www.mstcecommerce.com/auctionhome/ppa/index_fcs.jsp as part of this RFP) submitted online must be digitally signed by the person authorized by the Board as per Format 6.

2.12.7 The response to RFP shall be submitted as mentioned in Section 2.13.

2.12.8 No change or supplemental information to a response to RFP will be accepted after the scheduled date and time of submission of response to RFP. However, RUVNL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RFP.

2.12.9 Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.

2.12.10 Response to RFP that are incomplete, which do not substantially meet the requirements prescribed in this RFP, will be liable for rejection by RUVNL.

2.12.11 Response to RFP not submitted in the specified formats will be liable for rejection by RUVNL.

2.12.12 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.

2.12.13 Non submission and/or submission of incomplete data/ information required under the provisions of RFP shall not be construed as waiver on the part of RUVNL of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.

2.13 Method of Submission of Response to RFP by the Bidder

2.13.1 Documents to be submitted Offline (in Original)

The Bidder has to submit the documents in original as part of Response to RFP to the address mentioned in Bid Information Sheet before the due date and time of bid submission.

Bidding Envelope: Super scribed as Bidding Envelope at the top of the on Envelope and Name & Address of the Bidder the left hand side bottom must contain the following:

- DD/Pay order towards Cost of RFP Document as mentioned in Bid Information Sheet.

- Processing Fee in the form DD/Pay Order as mentioned in the Bid Information Sheet.
- Receipt of requisite fees as mentioned in the Bid Information Sheet.
- Bank Guarantee towards Bid Security as mentioned in the Bid Information Sheet (as per Format 4).
- Covering Letter as per Format 1
- Particulars of the Coal Power Station as per Format 2
- Project Commissioning Certificate as per Format 3
- Board Resolution as per Format 6
- Letter for Disclosure as per Format 7
- A copy of draft PPA with each page initialed by the person Authorized by Board

The bidding envelop shall contain the following sticker: (Illustration)

Response to RFP for procurement of 450 MW electricity from coal based operational power generating stations for a period from 01.11.2018 to 30.06.19.	
Submitted by	Enter full name and address of the Bidder
Authorized Signatory	(Signature of the Authorized Signatory) (name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	Superintending Engineer(PP), Rajasthan Urja Vikas Nigam Limited, Shed No 5/4, Vidyut Bhavan, Janpath, Jaipur 302005(Rajasthan) Email-seppruvn@gmail.com

Important Note:

- The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.
- All the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
- Envelope shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelope.

2.13.2 Documents to be submitted Online

If the Bidder has submitted offline documents and fails to submit the online bid, then the same shall be treated as incomplete bid and cost of RFP, Processing fee submitted shall be encashed and the Bid Security shall be returned.

All documents of the response to RFP submitted online must be digitally signed on https://www.mstcecommerce.com/auctionhome/ppa/index_fcs.jsp which should contain the following:

1. **Technical Bid**

The Bidder shall upload single technical bid containing the **scanned copy** of following documents duly signed and stamped on each page by the authorized person as mentioned below.

- Formats 1, Format 2, Format 3, Format 4, Format 6, Format 7;
- All supporting documents regarding meeting the eligibility criteria
- A copy of draft PPA with each page initialed by the person Authorized by Board

The Bidder will have to fill the Electronic Form provided at the https://www.mstcecommerce.com/auctionhome/ppa/index_fcs.jsp portal as part of Technical Bid.

2. **Financial Bid**

Bidders shall submit the single Financial Bid containing the scanned copy of following document:

- Covering letter for Financial Bid as per Format 8 of this RFP document;

Only single tariff bid shall have to be filled online in the Electronic Form provided at the https://www.mstcecommerce.com/auctionhome/ppa/index_fcs.jsp portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation; else the bid shall be considered as non-responsive.

2.14 **Bid Due Date**

2.14.1 Bid Due Date shall be the last date for submission of response to RFP as mentioned in Bid Information Sheet, at the DEEP Portal in the manner and form as detailed in this RFP.

2.14.2 RUVNL may, at its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders.

2.15 **Late Bids**

2.15.1 Bids will not be accepted for submission at the DEEP Portal after the time specified on the Bid Due Date.

2.16 Modifications/ substitution/ withdrawal of response to RFP

2.16.1 The Bidder may modify, substitute or withdraw its response to RFP after submission, provided that such modification, substitution or withdrawal is made prior to the Bid Due Date. No response to RFP shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date. The DEEP Portal shall provide the option to Bidders, after submission of the response to RFP as per this Bidding Document, to withdraw and delete the response to RFP. Clicking on withdraw, response to RFP will withdraw the Bidders response to RFP and no further submission will be allowed whatsoever. While clicking on delete, response to RFP will delete all the encrypted data saved on the DEEP Portal and the Bidder may submit fresh response to RFP prior to the Bid Due Date.

2.16.2 However, notwithstanding this Clause, all bids submitted in e-Reverse Auction Stage will be considered final and cannot be modified after the response to RFP has been accepted by the system.

2.16.3 Any alteration/ modification in the response to RFP or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by RUVNL, shall be disregarded.

2.17 Confidentiality

2.17.1 Information relating to the examination, clarification, evaluation, and recommendation for the short-listed qualified Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising RUVNL in relation to or matters arising out of, or concerning the Bidding Process. RUVNL will treat all information, submitted as part of response to RFP, in confidence and will require all those who have access to such material to treat the same in confidence. RUVNL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or RUVNL or as may be required by law or in connection with any legal process.

2.18 Right of RUVNL to reject Bid

RUVNL reserves the right to reject any or all of the responses to RFP or cancel the RFP or annual the bidding process at any stage without assigning any reasons whatsoever and without thereby any liability.

3 EVALUATION OF BIDS

3.1 Bid Evaluation

3.1.1 Bid evaluation will be carried out considering the information furnished by Bidders as per provisions specified in Section 2 of this RFP. The detailed evaluation procedure and selection of Bidders are described in subsequent clauses in this Section.

3.2 Non-responsive Bid

3.2.1 The electronic response to RFP submitted by the along with the documents submitted offline to RUVNL shall be scrutinized to establish responsiveness of the bid. Each Bidder's response to RFP shall be checked for compliance with the submission requirements set forth in this RFP.

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

- a) Non submission of Cost of RFP and/or Processing fee as mentioned in the Bid Information Sheet.
- b) Non-submission of Bid Security in acceptable form along with RFP document.
- c) Non-submission of receipt of requisite portal fees along with RFP document.
- d) Response to RFP (offline as well as online) not received by the due date and time of bid submission;
- e) Non submission of the original documents mentioned at Clause 2.13.1 by due date and time of bid submission;
- f) Any indication of tariff in any part of response to the RFP, other than in the financial bid.
- g) Data filled in the Electronic form of financial bid (Second envelope), not in line with the instructions mentioned in the same electronic form.
- h) In case it is found that the Bidding Company including Ultimate Parent Company / Parent Company/ Affiliate / Group Companies have submitted more than one response to this RFP for the same power station, then all these bids submitted shall be treated as non-responsive and rejected.
- i) Conditional bids shall be summarily rejected.

3.2.3 RUVNL reserves the right to reject any response to RFP which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by RUVNL. Provided, however, that RUVNL may, at its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the response to RFP.

3.3 Techno-commercial Evaluation of Bidders

3.3.1 Technical Bid Evaluation (Step-1):

- i. The first envelope (Technical Bid submitted online) of only those Bidders will be opened by RUVNL whose required documents as mentioned at Clause 2.13 are received at RUVNL office on or before the due date and time of bid submission.
- ii. Documents (as mentioned in Clause 2.13) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the Bidder.
- iii. Subject to Clause 2.13, RUVNL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in Clause 2.2 of the RFP. During the examination of the bids, RUVNL may seek clarifications / additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by RUVNL within 2 days from the date of such intimation from RUVNL. All correspondence in this regard shall be made through email only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. RUVNL shall not be responsible for rejection of any bid on account of the above.
- iv. The response to RFP submitted by the Bidder shall be scrutinized to establish technical eligibility of Bidders as per RFP.
- v. For technically eligible bids after opening of the Technical Bids, a reference will be made by RUVNL to the Ministry of Railways regarding operational feasibility of the rail transportation of coal to the power station of the Bidder. The details of the quantum of coal to be moved and the time frame during which this transportation is required would be conveyed to Traffic Transportation Directorate of Railway Board (Ministry of Railways) by RUVNL. Based on the operational considerations, Ministry of Railways would convey their consent or otherwise within 7 days of the receipt of the reference. The Power station of the Bidder where the transfer of coal is not feasible as conveyed by the Ministry of Railway, the Bidders/IPPs may choose any other suitable mode of transportation of coal.

Provided that the Bidders/PPs who are not willing to choose any other suitable mode of transportation , where the transfer of coal is not feasible as conveyed by the Railways, such Bidders/PPs would not be eligible to participate in RFP stage.

Further, where the transfer of coal is feasible as conveyed by the Railways but during operationalisation, if there are problems in transportation of coal by Railways and the materialisation is less than the quantity to be transferred, the Bidders/PPs may choose any other suitable mode of transportation of coal without affecting the bid tariff of power.

3.3.2 **Financial Bid Evaluation (Step-2):**

- i. Second Envelope (containing Tariff) of only those Bidders shall be opened whose technical bids are found to be qualified and received consent from Ministry of Railway for transportation of coal or Bidder has conveyed feasibility for transporting coal by any other alternate mode.
- ii. In this step evaluations shall be done based on the Tariff quoted by the Bidders in the Electronic Form of Financial Bid. After the opening of Initial Price Offers, the system will rank the Bidders according to their price bids.
- iii. The Bidders who have quoted Tariff more than the Ceiling Tariff shall be disqualified and their Bids shall not be considered for E-Reverse Auction Stage.
- iv. The Bidder with the highest price bid in IPO stage will be called the H1 Bidder. If the total quoted quantity is greater than twice the Requisitioned Quantity, the Highest Bidder(H1) will be eliminated provided that the total quoted quantity after elimination is not less than or equal to twice the Requisitioned Quantity,
- v. After this step, the shortlisted Bidders shall be invited for the e-Reverse Auction.

3.4 **Contacts during Bid Evaluation**

- 3.4.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time RUVNL makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, RUVNL and/ or their employees/ representatives on matters related to the Bids under consideration.

4 E-REVERSE AUCTION

- 4.1.1 The shortlisted Bidder after elimination will be intimated individually by system generated emails only. The Reverse auction should start within 120 minutes of opening of Initial Price Offers. If a revised bid is received in the last 15 minutes of the 120 minutes auction slot, there shall be automatic extension by another 15 minutes. During the Reverse Auction the Bidders will have the option of reducing the tariff quoted by them in decrements of one paise or multiples thereof and to increase the quantum quoted by them by 1 MW or multiples thereof. During the Reverse Auction the prevailing Lowest Tariff would be visible to all the Bidders.

- 4.1.2 The Bidders will have the option to increase the quantum of power up to the capacity corresponding to the value of Bid Security submitted along with RFP (IPO), and to decrease the Tariff during the e-Reverse Auction process.

5 SELECTION OF BIDDER

- 5.1.1 After E-Reverse Auction process, Bidders shall be arranged in the order of least quoted tariff to next higher Quoted Tariff. The Bidder with the least quoted Tariff shall be the 1st Selected Bidder. If the power offered by the 1st Selected Bidder is equal the Power required by RUVNL then he will be the Successful Bidder. If the power offered by the 1st Selected Bidder is less than the Power required by RUVNL, then he will be the 1st Successful Bidder and the balance power requirement will be procured from the 2nd Selected Bidder at the tariff quoted by them and so on. In case of a tie at any stage, the successful Bidder shall be selected through draw of lots amongst the tied Bidders.
- 5.1.2 If the Buyer's balance power requirement after Bucket filling is less than the available quantum offered by next Bidder, then the Bidder may accept or reject that quantum of balance power being offered. In case the Bidder rejects, successful Bidders in order of least quoted tariff shall be requested to provide balance power.
- 5.1.3 The Buyer can accept or reject the tariff being discovered through e-Reverse bidding and annul the Bidding process without assigning any reason.
- 5.1.4 The Buyer shall have the right to issue Letter of Award (LoA) to the Successful Bidder(s) in the same order to fulfill its requirement, which can be lower than the Requisitioned Capacity but not less than the quantum of Lowest Bidder. In the event Buyer rejects or annuls all the Bids, it may go for fresh Bids hereunder. In case the Buyer fails to issue the LoA within a period of 15 days from the close of e-Reverse Auction, the Successful Bidder(s) shall have the option to exit without forfeiting the Bid Security.
- 5.1.5 After selection, a Letter of Award (the LOA) shall be issued, in duplicate, by RUVNL to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, RUVNL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 5.1.6 After acknowledgement of the LOA by the Selected Bidder(s), the Buyer shall cause the Selected Bidder(s) to execute the PPA within the prescribed period

in the Bid document. The Selected Bidder(s) shall not be entitled to seek any deviation, modification or amendment in the PPA. The Buyer would appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder(s) to execute the PPA. In case the Buyer fails to sign the PPA within the period prescribed above, the Selected Bidder(s) shall have the option to exit without forfeiting the Bid Security.

6 MISCELLANEOUS

- 6.1.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the Rajasthan State shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.1.2 RUVNL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - d) retain any information and/ or evidence submitted to RUVNL by, on behalf of, and/ or in relation to any Bidder; and/ or
 - e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.1.3 It shall be deemed that by submitting the response to RFP, the Bidder agrees and releases RUVNL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

7 Formats for Bid Submission

The following formats are required to be submitted as part of the RFP. These formats are designed to demonstrate the Bidder s compliance with the Qualification Requirements set forth in Clause2.2 and 2.13 of Section 2 and other submission requirements specified in the RFP.

- i. Format of Covering Letter (Format 1)
- ii. Format for Particulars of the Coal Power Station (Format 2)
- iii. Format for Project Commissioning Certificate (Format 3)
- iv. Format for Bank Guarantee for Bid Security (Format 4)
- v. Format for Bank Guarantee for Performance Security (Format 5)
- vi. Format for Board Resolution (Format 6)
- vii. Format for Disclosure (Format 7)
- viii. Format for Covering Letter for Financial Bid (Format 8)
- ix. Name of Banks (Annexure 1)

The Bidder may use additional sheets to submit the information for their detailed response.

7.1 Format 1–Covering Letter

(The covering letter should be on the Letter Head of the Bidder)

Date: Reference No:

From: (Insert Name and address of Bidder along with telephone number and email address)

To,
Superintending Engineer(PP)
Rajasthan Urja Vikas Nigam Limited
Shed No 5/4, Vidyut Bhavan, Janpath,
Jaipur-302005

Sub: Response to RFP No. RUVNL/ coal tolling bid/450MW/ 01 dated 03.08.18 for procurement of 450 MW electricity from operational power generating stations for a period from to under Case -4 envisaged for allowing flexibility of utilization of coal.

Dear Sir/ Madam,

We, the undersigned.....(Name of the bidder) having read, examined and understood in detail the RFP including eligibility requirements in particular, terms and conditions of the draft PPA and hereby submit our response to RFP. We confirm that in response to the aforesaid RFP, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RFP other than this response to RFP for the same power station, directly or indirectly, in response to the aforesaid RFP (as mentioned in Format 7 under Disclosure)

1. We give our unconditional acceptance to the RFP dated and draft PPA. In token of our acceptance to the RFP and draft PPA along with the amendments and clarifications issued by RUVNL, the same have been digitally signed by us and enclosed with the response to RFP. We shall ensure that the PPA is executed as per the provisions of the RFP, and provisions of PPA shall be binding on us.
2. Bid Security (Please read Clause 2.5 carefully before filling): We have enclosed Bid Security of Rs.....in the form of bank guarantee nodated.....as per format 4 from.....(insert bank name) and valid up to

In terms of Clause 2.5 of the RFP. The total capacity offered by us is MW.

3. We certify that in terms of Bidding document, our available operating capacity is equivalent to ...MW
4. We offer a Capacity of {...MW} from {Capacity, Name and address of the Project} which conforms to Clause 1.1.9 of the Bidding Document out of the Capacity required of {... MW} given under Clause 1.1.2 of the Bidding Document.
5. We hereby declare that in the event we get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PS within due time as mentioned in Clause 2.6, respectively on issue of LOA by RUVNL for and/or we are not able to sign PPA with RUVNL within timeframe stipulated in Clause 1.3 from date of issue of LOA or as intimated by RUVNL, RUVNL shall have the right to encash the Bid Security submitted by us and return the balance amount (if any) for the value of Bid Security pertaining to unsuccessful capacity.
6. We have submitted our response to RFP strictly as per Section 7 (Formats for Bid Submission) of this RFP, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
7. We propose to transport coal by Rail/Road. The preferred mode will be Rail, however, if for any reason whatsoever, the coal transportation is not feasible through Rail, we shall be able to transport the coal by Road
OR
The preferred mode of coal transportation shall be Rail and if transfer of coal by Rail is not feasible, no other mode shall be feasible to transfer the coal.
(select which ever is applicable)
8. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by RUVNL in respect of any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive and withdraw any deviations 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 RFP, execute the PPA in the event of our selection as Successful Bidder.
9. It is confirmed that our response to the RFP is consistent with all the requirements of submission as stated in the RFP, including all clarifications and amendments and subsequent communications from RUVNL.
10. The information submitted in our response to the RFP 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 RFP.
11. We confirm that all the terms and conditions of our Bid are valid till the time of signing of Power Purchase Agreement from the Bid Due Date.

12. Contact Person

Details of the representative to be contacted by RUVNL are furnished as under:

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

13. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is 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 , ...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Person Authorized by the Board of Directors)

7.2 Format 2–Particulars of the Coal Power Station

1. Name of the Developer, Date of commencement of business, Address of the corporate headquarters, Brief description of the Company including details of its main lines of business:
2. Location of Coal Power Station (Specify place, district and state):
3. No. of units and installed capacity of each unit (in MW):

No. of Units (Existing)	Installed Capacity (MW)	COD

4. Quantum of power contracted with other purchasers, if any (in MW):
5. Details of surplus (available) capacity (in MW):
6. Proposed Supply of Power (in MW):
7. Gross Station Heat Rate (kCal/kWh):
8. Auxiliary Consumption (%):
9. Details of Transmission Corridor along with Transmission Losses (if any):
10. Details of mode of coal transportation: Rail/Road

Dated the day of , ...

Thanking you,

Yours faithfully,

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

7.3 Format 3–Project Commissioning Certificate

Certificate from a Government Agency or the Bidder's statutory auditor must be furnished as per format below for Commissioning date of the Project.

<p style="text-align: center;">Certificate from the Statutory Auditor regarding Commissioning of the Project</p> <p>Based on its books of accounts and other published information Authenticated by it, this is to certify that(name of the Power Station) was commissioned on date of commissioning of the project).</p> <p>Name of the audit firm:</p> <p>Seal of the audit firm:</p> <p>(Signature, name and designation of the authorized signatory)</p> <p>Date:</p>
--

Provide Certificate as per this format only. Attach explanatory notes to the Certificate, if necessary. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFP.

7.4 Format 4 - Bank Guarantee for Bid Security

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

B.G. No. Dated:

1. In consideration of you, *****, having its office at *****, (hereinafter referred to as the RUVNL , which expression shall unless it is repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of having registered office at.....(hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Project (hereinafter referred to as the Project) **pursuant to the Bidding Document dated issued in respect of** the Project and other related documents including without limitation the draft Power Purchase Agreement (the “PPA”) (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our **registered office at and one of its branches at ... Hereinafter referred to** as the “Bank”), at the request of the Bidder, do hereby in terms of clause 2.5 of the Bidding Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to RUVNL an amount of Rs. (Rupees only) (hereinafter referred to as the Guarantee) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by RUVNL stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of RUVNL is disputed by the Bidder or not, merely on the first demand from RUVNL stating that the amount claimed is due to RUVNL by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the

Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 120 (one hundred and twenty) days from the Bid Due Date or for such extended period as may be mutually agreed between RUVNL and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that RUVNL shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of RUVNL that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between RUVNL and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, RUVNL shall be entitled to treat the Bank as the principal debtor. RUVNL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to RUVNL, and the Bank shall not be released from its liability under these presents by any exercise by RUVNL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of RUVNL or any indulgence by RUVNL to the said Bidder or by any change in the constitution of RUVNL or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the

law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for RUVNL to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which RUVNL may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the prior express consent of RUVNL in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. crore (Rupees crore only). The Bank shall be liable to pay the said amount or any part thereof only if RUVNL serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before (indicate date falling 120 days from the Bid Due Date).

Signed and Delivered ... Bank
By the hand of Mr/Ms, its .. and authorized official.

(Signature of the Authorized Signatory)
(Official Seal)

7.5 Format 5 –Bank Guarantee for Performance Security

The.....,
RUVNL
State of....

WHEREAS:

- (A) RUVNL represented by.... and having its offices at.... (**“RUVNL Office”**) have issued a Letter of Award to the Successful Bidder dated.... (LOA) in order to enter into a Power Purchase Agreement (The **“Agreement”**) whereby the RUVNL has agreed to the Seller undertaking such supply of power from its Power Station with a generating capacity of.... MW in the State of, subject to and in accordance with the provisions of the Agreement.
- (B) The Agreement requires the Seller to furnish a Performance Security to the RUVNL in a sum of [Rs..... cr. (Rupees.... crore)] (the **“Performance Security”**) as security for due and faithful performance of its obligations, under and in accordance with the Agreement (as defined in the Agreement).
- (C) We,.... through our Branch atthe**“Bank”**) have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to the RUVNL upon occurrence of any failure or default in due and faithful performance of all or any of the Seller s obligations, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Seller, such sum or sums up to an aggregate sum of the Guarantee Amount as the RUVNL shall claim, without the RUVNL being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the RUVNL that the Seller has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the RUVNL shall be the sole judge as to whether the Seller is in default in due and faithful performance of its obligations during the Contract Period under the Agreement and its decision that the Seller is in default shall be final, and binding on the Bank, notwithstanding any differences between the RUVNL and the Seller, or any dispute between them pending before any court,

tribunal, arbitrators or any other authority or body, or by the discharge of the Seller for any reason whatsoever.

3. In order to give effect to this Guarantee, RUVNL shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Seller and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the RUVNL to proceed against the Seller before presenting to the Bank its demand under this Guarantee.
5. RUVNL shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Seller contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the RUVNL against the Seller, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the RUVNL, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the RUVNL of the liberty with reference to the matters aforesaid or by reason of time being given to the Seller or any other forbearance, indulgence, act or omission on the part of the RUVNL or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the RUVNL in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Seller under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 11 below and unless a demand or claim in writing is made by the RUVNL on the Bank under this Guarantee, no later than 3 (three) months from the date of expiry of this Guarantee, all rights of the RUVNL under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Performance Security shall cease to be in force and effect when the Seller shall have provided another Performance Security in substitution of this Performance Security.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the RUVNL in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the RUVNL that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period ofmonths from the date of signing of the Agreement or until it is released earlier by the RUVNL pursuant to the provisions of the Agreement.

Signed and sealed this.... day of20.... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- i. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- ii. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

7.6 Format 6 – Board Resolution

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 or Companies Act 2013, as applicable, passed the following Resolution:

- 1. RESOLVED THAT Mr/Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RFP vide RFP No. RUVNL/ coal tolling bid/1125MW/ 01 dated for procurement of 1125 MW electricity from operational power generating stations for a period fromto..... under Case -4 envisaged for allowing flexibility of utilization of coal including signing and submission of all documents and providing information / response to RFP to Rajasthan Urja Vikas Nigam Ltd (RUVNL), representing us in all matters before RUVNL, and generally dealing with RUVNL in all matters in connection with our bid for the said Project.**

Certified true copy

(Signature, Name and stamp of Company Secretary/ Director)

Notes:

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

7.7 Format 7 – Format for Disclosure

[On the letter head of Bidder]

Disclosure

We hereby declare and confirm that only we are participating in the RFP process for the RFP No. RUVNL/ coal tolling bid/450 MW/ 01 dated for procurement of up to 450 MW electricity from operational power generating stations for a period from to under case -4 envisaged for allowing flexibility of utilization of coal dated 20.02.2017 and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process for the same power station.

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to RFP will be rejected and if LOA has been issued or PPA has been signed, the same will be cancelled and the bank guarantees will be encashed and recoveries will be effected for the payments done.

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

Date:

7.8 Format 8 – Covering Letter for Financial Bid

Covering Letter

(The covering letter should be on the Letter Head of the Bidder)

Date: Reference No:

From: (Insert Name and address of Bidder along with telephone number and email address)

To,
Superintending Engineer(PP),
Rajasthan Urja Vikas Nigam Limited,
Shed No 5/4, Vidyut Bhavan,
Janpath, Jaipur -302005

Sub: Response to RFP No. RUVNL/ coal tolling bid/450 MW/ 01 dated.....
for procurement of 450 MW electricity from operational power generating stations for a period fromto..... under Case-4 envisaged for allowing flexibility of utilization of coal

Dear Sir/ Madam,

I,[insert name of the Bidder] enclose herewith the Financial Bid for Selection of my / our firm for a capacity of ___ MW as Bidder for above. I agree that this offer shall remain valid till the time of signing of Power Purchase Agreement from the Bid Due Date.

Note:

1. There can be only one tariff. If the bidder quotes two tariffs, then the bid shall be considered as non-responsive.
2. If the bidder submits the financial bid in the Electronic Form at https://www.mstcecommerce.com/auctionhome/ppa/index_fcs.jspnotin line with the instructions mentioned therein, then the bid shall be considered as non-responsive.
3. Tariff requirement shall be quoted as a fixed amount in Indian Rupees per unit only. Conditional proposal shall be considered as non-responsive and summarily rejected.
4. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
5. The tariff should be mentioned up to two places of decimal only.

6. The Financial bid is not to be mentioned anywhere other than the Electronic Form and only the financial bid mentioned in the Electronic form will be considered for further evaluation.

Dated the day of , ...

Thanking you,
Yours faithfully,

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

7.9 **Annexure 1 – Name of Banks**

1. All nationalized banks including public sector bank – IDBI Ltd.
2. Private Sector Banks
 - Axis
 - ICICI
 - HDFC Bank

POWER PURCHASE AGREEMENT (PPA)

FOR

PROCUREMENT OF MW RTC SHORT TERM POWER

Amongst

Jaipur Vidyut Vitran Nigam Limited (JVVNL)

And

Ajmer Vidyut Vitran Nigam Limited (AVVNL)

And

Jodhpur Vidyut Vitran Nigam Limited (JdVVNL)

And

Rajasthan Vidyut Utpadan Nigam Limited (RVUNL)

And

Company (Bidder)

Bid Notification No: RUVNL/ Coal Tolling bid/450 MW/ 01 dated 03.08.2018

Table of Contents

TABLE OF CONTENTS	2
1 ARTICLE 1: DEFINITIONS AND INTERPRETATION	
1.1 DEFINITIONS	6
1.2 INTERPRETATION	9
2 ARTICLE 2: CONTRACT PERIOD	
2.1 EFFECTIVE DATE	10
2.2 CONTRACT PERIOD	10
2.3 SURVIVAL	10
3 ARTICLE 3: OBLIGATIONS OF SELLER/ BUYER/RVUNL	
3.1 OBLIGATIONS OF THE SELLER	11
3.2 OBLIGATIONS OF BUYER	12
3.3 OBLIGATIONS OF RVUNL	13
3.4 PERFORMANCE SECURITY (PS)	15
4 ARTICLE 4: AVAILABILITY AND SCHEDULED GENERATION	
4.1 AVAILABILITY	16
4.2 SCHEDULED GENERATION	16
5 ARTICLE 5: TARIFF, BILLING AND PAYMENT	17
5.1 TARIFF	17
5.2 BILLING AND PAYMENT BETWEEN BUYER AND SELLER	17
5.3 BILLING AND PAYMENT BETWEEN RVUNL AND BUYER ON ACCOUNT OF VARIATION IN PRICE OF COAL AND OTHER CHARGES	17
5.4 BILLING AND PAYMENT BETWEEN RVUNL AND SELLER	18
5.5 SETTLEMENT OF THE CREDIT/DEBIT FROM COAL COMPANY FOR VARIATION IN COAL GRADE	18
5.6 DISPUTED AMOUNTS	20
6 ARTICLE 6: PAYMENT SECURITY MECHANISM	
6.1 LETTER OF CREDIT	21
7 ARTICLE 7: ASSESSMENT OF COAL QUANTITY AND RECONCILIATION	22
7.1 COAL QUANTITY EVALUATION	22
7.2 RECONCILIATION OF COAL QUANTITY	23
8 ARTICLE 8: FORCE MAJEURE	
8.1 FORCE MAJEURE	25
8.2 AVAILABLE RELIEF FOR A FORCE MAJEURE EVENT	26
9 ARTICLE 9: EVENT OF DEFAULT AND TERMINATION	
9.1 EVENT OF DEFAULT	27
9.2 TREATMENT IN CASE OF EVENT OF DEFAULT	27
9.3 TERMINATION	28
10 ARTICLE 10: GOVERNING LAW AND DISPUTE RESOLUTION	
10.1 GOVERNING LAW	29

10.2	DISPUTE RESOLUTION	29
10.3	CONCILIATION.....	29
10.4	ARBITRATION	30
11 ARTICLE 11: INDEMNITY		
11.1	SELLER'S INDEMNITY	31
11.2	BUYER'S/ RVUNL'S INDEMNITY	31
12 ARTICLE 12: MISCELLANEOUS PROVISIONS		
12.1	INSURANCE	32
12.2	WAIVERS	32
12.3	LIMITATION REMEDIES AND DAMAGES	32
12.4	NOTICES	32
12.5	SEVERABILITY	33
12.6	AMENDMENTS	33
12.7	ASSIGNMENT	33
12.8	ENTIRE AGREEMENT, APPENDICES	34
12.9	FURTHER ACTS AND ASSURANCES:	34
13 SCHEDULE - 1		36

Power Purchase Agreement

This Power Purchase Agreement is made and entered into at Jaipur on this day of.....2018

AMONGST

1. JAIPUR VIDYUT VITRAN NIGAM LIMITED, A company incorporated under the Companies Act, 1956 and carrying on the business of distribution and supply of electricity in the area of supply mentioned in its license and having its registered office at 1st floor, Vidyut Bhawan, Janpat, Jyoti Nagar Jaipur (hereinafter referred to as "LTC" or "JAIPUR DISCOM" or "JVNL" which expression shall unless repugnant to the context or meaning thereof include its successors & assignees).

AND

2. AJMER VIDYUT VITRAN NIGAM LIMITED, a company incorporated under the Companies Act, 1956 and carrying on the business of distribution and supply of electricity in the area of supply mentioned in its license and having its registered office at Panchseel Nagar Makadwali road, Ajmer (hereinafter referred to as "LTC" or "AJMER DISCOM" or "AVNL" which expression shall unless repugnant to the context or meaning thereof include its successors & assignees).

AND

3. JODHPUR VIDYUT VITRAN NIGAM LIMITED, a company incorporated under the Companies Act, 1956 and carrying on the business of distribution and supply of electricity in the area of supply mentioned in its license and having its registered office at new power house, Basni Industrial Area, Jodhpur (hereinafter referred to as "LTC" or "JODHPUR DISCOM" or "JdVNL" which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees).

(Hereinafter collectively referred to as the "Buyer(s)" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes).

AND

4. The Rajasthan Vidyut Utpadan Nigam **Limited**, a company incorporated under the Companies Act, 1956 and carrying on the business of generation of electricity and having its registered office at **Vidyut Bhavan, Janpath, Jaipur – 302005, Rajasthan**(hereinafter referred to as the RVUNL which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) ;

AND

5. **Limited**, a company incorporated under the provisions of the Companies Act, 1956/2013 and having its registered office at,
(Hereinafter referred to as the "**Seller**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes).

AND WHEREAS JODHPUR VIDYUT VITRAN NIGAM LIMITED, JAIPUR VIDYUT VITRAN NIGAM LIMITED and AJMER VIDYUT VITRAN NIGAM LIMITED together is referred to as 'RAJASTHAN DISCOMs'.

Rajasthan Urja Vikas Nigam Ltd (hereinafter referred to as RUVNL) is a company incorporated under the Companies Act, 2013 and is performing the bulk purchase and bulk sale of power, assigned as per the Cabinet order 158/2015 dated 25th August 2015. The Board of JVVNL, AVVNL and JdVVNL through their Board resolution has authorized RAJASTHAN URJA VIKAS NIGAM LIMITED (RUVNL) to undertake all the functions related to power procurement on behalf of 'RAJASTHAN DISCOMs'.

WHEREAS:

- (A) RUVNL on behalf of Rajasthan Discoms has resolved to procure electricity from operational coal based power generating stations for a cumulative contracted capacity of 450 MW in accordance with the terms and conditions set forth in the Power Purchase Agreement (PPA) to be entered into between the parties.
- (B) RUVNL, in accordance with the provisions of the Guidelines for Flexibility in utilisation of domestic coal and other measures for reducing the cost of power generation issued by the Ministry of Power, Government of India, has adopted a single stage bidding process wherein the **Request for Proposal (RFP)** was issued vide Tender Reference No. _____ dated _____. The methodology for flexibility in utilisation of domestic coal for reducing the cost of coal generation was finalised by a committee constituted under the Chairmanship of Chairperson, CEA and approved by the Ministry of Power vide letter no. 5/3/2015-OM dated 8th June, 2016. The present process has been undertaken in accordance with the Option 4 [Use of coal by state in private generating stations (IPPs)] of these guidelines and the methodology for the same was specified by the Ministry of Power, Govt. of India vide its letter dated 20th February, 2017.
- (C) Government of Rajasthan vide letter no F. 12(2) Energy/2004/pt dated 04.06.2018 has notified RUVNL as the Nodal Agency to co-ordinate all the activities related to the scheme.
- (D) RUVNL has accordingly invited proposals for short listing of Bidders who offer to supply electricity from coal based power generating station, and had shortlisted certain Bidders including, inter-alia, the selected bidder.
- (E) RUVNL, after evaluation of the Bids received, has accepted the Bid of the selected bidder for a capacity of MW and issued a Letter of Award No.dated.....(hereinafter called the **LOA**) to the selected bidder requiring, inter alia, the execution of this Power Purchase Agreement within 7 (seven) days of the date of issue thereof.
- (F) In pursuance of the LOA, the Parties have agreed to enter into this Power Purchase Agreement on the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Power Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1 ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions

1.1.1 The terms used in this Agreement, and in all of the Schedules hereto including, without limitation, any other document related to 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 (hereinafter referred to as Act) and the Rules or Regulations framed there under as amended or re-enacted from time to time:

“Act” or “Electricity Act 2003” means the Electricity Act 2003 or any further amendments made subsequent to the same;

“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;

“Applicable Law” means the Electricity Act, 2003 and other statutes, delegated legislation (rules, regulations, bye laws), Notifications, binding orders of Govt. Agency, as and to the extent applicable to the Parties and the substratum of this Agreement;

“Appropriate Commission ” means the Central Electricity Regulatory Commission (CERC) or Rajasthan Electricity Regulatory Commission (RERC), as applicable;

“Bank” means a reference to any of the following:

- All the Nationalised Banks including Public Sector Bank – IDBI Ltd.
- Private sector banks:
 - ICICI Bank;
 - Axis Bank;
 - HDFC Bank;

“Business Day” means a day other than Sunday or a statutory holiday, on which the Banks remain open for business in the State of Rajasthan;

“Buyer” means Rajasthan Discoms i.e. JVVNL, AVVNL & JdVVNL. Present power allocation of JVVNL, AVVNL & JdVVNL will be 40%, 28.3% & 31.7 % respectively and amended time to time

“Central Transmission Utility” or “CTU” Shall mean the Utility notified by the Central Government under Section 38 of the Electricity Act, 2003;

“CERC” shall mean Central Electricity Regulatory Commission;

“Competent Court of Law” shall mean the Supreme Court of India or any High Court, or any tribunal or RERC or CERC or any similar judicial or quasi-judicial body that has jurisdiction in relation to issues relating to the project;

“Contract Period” shall mean the period commencing from the date of signing of PPA to

"Contracted Capacity" shall mean 450 MW to be supplied to Rajasthan Discoms at delivery point;

“Control Centre” shall mean the RLDC and/or SLDC/RUVNL control centre through which BUYER shall issue Scheduled Generation to the Seller for supply of Power;

“Declared Capacity” “ means the capability of the generating station to deliver ex-bus electricity in MW declared by such generating station in relation to any time block of the day or whole of the day, duly taking into account the availability of Fuel.

“Delivered Energy” means the kilowatt hours of Electricity actually supplied to Buyer by the Seller on the monthly basis based on the Regional Energy Accounts (REA) issued by the concerned Regional Power Committee or State Energy Account (SEA) issued by SLDC, as the case may be.

"Delivery Point" shall mean, the STU Periphery at CTU-STU interconnection point if Power Station is located outside Rajasthan and the Generation Busbar at which the power is delivered into the Grid System of the STU if Power Station is located within Rajasthan.

“Dispute” shall mean any dispute or difference of any kind among RUVNL , Buyer, **RVUNL** and the Seller, 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 this Agreement;

"Due Date" shall mean the 30th day from the date of receipt of the Monthly Invoice in hard copy at RUVNL Office i.e. Office of SE (Billing), 132 KV GSS, MNIT Campus, Malviya Nagar, Jaipur. In the event of the due date of payment being a Bank/Government holiday, the next working day shall be considered as the due date of payment;

“Effective Date” shall have the meaning ascribed thereto in Article 2.1 of this Agreement;

"Electricity" shall mean the electrical energy in kWh (kilowatt-hours).

“Electricity Laws” shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments

thereto and replacements thereof and any other Law pertaining to Electricity including regulations framed by the Appropriate Commission;

"RERC" shall mean Rajasthan Electricity Regulatory Commission; **"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 Subsection(1) of Section 86 of the Electricity Act 2003, as applicable;

"Invoice" or **"Bill"** shall mean a monthly Invoice raised by any of the Parties;

"IPO" shall mean the Initial Price Offer;

"Month" shall mean calendar month, unless the context otherwise requires in this Agreement;

"Performance Security" shall have the meaning ascribed in RFP;

"Power Station" shall mean the coal based power generation facility of total installed capacity of MW located at, district, India from where the Seller has agreed to supply the contracted capacity to Buyer during the contract period;

"Regional Energy Accounts" or **"REA"** or **SEA** shall have the same meaning as in the Grid Code and issued by the relevant RPC secretariat or other appropriate agency for each Week and for each Month (as per their prescribed methodology), including the revisions and amendments thereof;

"RLDC" shall mean the relevant Regional Load Dispatch Centre established under Sub-section (1) of Section 27 of the Electricity Act, 2003;

"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" or **"Rs."** shall mean Indian Rupees, the lawful currency of India;

"Scheduled Delivery Date" shall mean the scheduled date for commencement of power supply of Contracted Capacity i.e.

"Scheduled Energy /Scheduled Generation" means the quantum of energy scheduled by the concerned Load Dispatch Centre to be injected into the grid by a generating station over a day ;

"Seller" shall mean the selected bidder(s) who will supply energy to the buyer under this agreement.

"State Energy Accounts" or "SEA" issued by State Load Dispatch Center, Jaipur and amendment thereto;

"SERC" or "State Electricity Regulatory Commission" shall mean the State Electricity Regulatory Commission constituted under sub – section (1) of Section 82 of the Electricity Act, 2003, or its successors;

"SLDC" shall mean the State Load Dispatch Center as notified by the State Government;

"SLDC Charges" shall mean the charges levied by any of the relevant SLDCs for the supply of power by the Seller to Buyer;

"State Transmission Utility" or "STU" shall mean Rajasthan Rajya Vidyut Prasaran Nigam Limited which is the notified State Transmission Utility in the State of Rajasthan;

"Tariff" shall mean tariff at Delivery Point quoted in e-Reverse Auction and agreed upon and as indicated in SCHEDULE – 1;

"UI" or " Unscheduled Interchange "or "Deviation Charges" shall have the meaning ascribed thereto in relevant CERC Regulations as amended or revised from time to time ;In case the Power Station and Buyer being within the same state, the Unscheduled Interchange shall be regulated by the RERC Regulations;

1.2 Interpretation

1.2.1 Unless otherwise stated, all references made in this Agreement to "Articles" and "Schedules" shall refer, respectively, to Articles of, and Schedules to, this Agreement. The Schedules to this Agreement form part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.

1.2.2 In this Agreement, unless the context otherwise requires (i) the singular shall include plural and vice versa; (ii) words denoting persons shall include partnerships, firms, companies and Discom (iii) the words "include" and "including" are to be construed without limitation and (iv) a reference to any Party includes that Party's successors and permitted assigns.

2 ARTICLE 2: Contract Period

2.1 Effective Date

2.1.1 This agreement shall be effective from the date it is executed.

2.2 Contract Period

2.2.1 This Agreement shall be valid for a period commencing from the effective date up to.....(**Contract Period**), unless terminated earlier. After coal reconciliation as detailed out in clause 7.2, if extra coal remains after the Contract Period, Seller will supply equivalent energy to the Buyer at the same terms & conditions within 25% of contract period continuously. Accordingly, the Contract Period shall be deemed to be extended up to 25% of contract period or till utilization of extra coal whichever is earlier.

2.2.2 Contract period may be mutually extended for an additional period up to one year so as to optimize the benefits under the methodology. This shall be further reviewed based on the experience gained.

2.3 Survival

2.3.1 The expiry or termination of this Agreement shall not affect accrued rights and obligations of the Parties under this Agreement, nor shall it affect any continuing obligations for which this Agreement provides, either expressly or by necessary implication.

3 ARTICLE 3: OBLIGATIONS OF SELLER/ BUYER/RVUNL

3.1 Obligations of the Seller

- 3.1.1 Obtaining Open Access as per the relevant regulations of the Appropriate Commission for the quantum and duration of power supply. However, the situation such as Non-grant of Open Access/quantum not granted open access to the Seller shall be treated as "Force majeure" and there will be no liability on either party. The Open Access shall be as per CERC Regulations as amended from time to time as regards to the inter-state Open Access and as per the relevant SERC Regulations as amended from time to time as regards to the intra-state Open Access, as applicable.
- 3.1.2 Responsible for making available the contracted quantum of electricity at the Delivery Point.
- 3.1.3 Coordination with RVUNL, SECL, Railways and any other agency regarding Mine end management and transportation of coal from mine to plant site. However, the situation such as non-supply of coal by Coal Company to the Seller, as a result of factors not solely attributable to the seller, shall be treated as "Force majeure" and there will be no liability on seller.
- 3.1.4 Making regular advance upfront payment to the RVUNL against the estimated quantum of coal to be transferred, as communicated by the RVUNL to the Seller. The payment shall be made considering the grade-wise rate of coal specified in clause 3.3.5 (Table 1).. RVUNL shall then make payment to the Coal Company (SECL). If revision in notified prices occurs during the contract period then the Seller shall pay the upfront payment as per revised prices. Further the difference between the advance amount paid by the Seller and amount of advance payment calculated on the basis of notified prices (Table-1), shall be adjusted by the Seller in energy bill of the corresponding / subsequent month(s) raised upon the Buyer.
- 3.1.5 Making payments towards all applicable charges / fees/ etc. including but not limited to the Inter-state / Intra-state open access charges, transmission charges and losses along with Point of Connection (POC) injection charges, RLDC Operating charges, POC drawl charges and losses, RLDC application fees up to Delivery Point.
- 3.1.6 It is to be noted that table-1 captures the grade-wise cost elements typically billed by the coal companies presently, in case the coal company includes any additional elements (charges, taxes, duties, levies, etc.) which is existing as on due date of the bid, then the same shall be payable by the selected Bidder in addition to the identified charges at the presently existing rates. Similarly, if any existing cost element identified in the table-1 is excluded from bill raised

by the coal companies, the same may be excluded from the charges payable by the selected Bidder to RVUNL for payment to the coal company.

- 3.1.6 RLDC/SLDC charges to be borne by the Seller.
- 3.1.7 Providing Performance Security to the BUYER as per requirement.
- 3.1.8 All taxes /cess/ duties or any other statutory liability on coal as applicable on the date of bidding shall be paid by Seller to RVUNL alongwith upfront payment of coal. If any change in taxes (increase / decrease) occurs during the contract period then the seller shall make upfront payment as per revised rates of taxes. Difference in the taxes on the date of bidding and actual payment thereof shall be adjusted by the Seller with the Buyer in the energy bill of corresponding / subsequent month(s)
- 3.1.9 Making regular payments to the transporter (Railways/Shipping/Road) including demurrages, etc. for transportation of coal from Mine to Seller generating station.
- 3.1.10 To intimate the concerned SLDC/RLDC/RPC about such agreement as and when finalized.
- 3.1.11 Any impact (positive or adverse) of the credit / debit notes raised by the coal companies on account of grade variation based on the report of the third party sampling and analysis undertaken by CIMFR shall be borne by the Seller as outlined in clause 5.4.
- 3.1.12 Responsible for submission of railway receipts/ LR, as the case may be, to RVUNL.
- 3.1.13 Coal transportation is 100% responsibility of Seller and Seller will be responsible for any issue arising during transportation of Coal including compliance of GST as well as issuing E-way bill etc. RVUNL will not be responsible for any issue arising during transportation of coal.
- 3.1.14 Any change in Ownership of the Seller shall be intimated to the Buyer in writing within 15 days of such Change in Ownership.
- 3.1.15 The Seller shall provide day ahead declared capacity to the RUVNL and adhered the same as per generation scheduled given / amended by the RUVNL.
- 3.1.16 Calculation of monthly compensation for the short-fall below 80% of contracted capacity, if any, shall be made on monthly cumulative basis.

3.2 Obligations of BUYER

- 3.2.1 Procuring power up to the contracted quantity subject to provision specified in clause 3.2.2.

- 3.2.2 BUYER shall ensure that actual schedule shall not fall below an average 80% of the contracted power on monthly basis and not below technical minimum as specified by the CERC for each time block as per approved open access. BUYER/Rajasthan Discoms shall pay compensation at 10% of the Quoted Tariff per kWh for the quantum of shortfall below 80% on monthly cumulative basis as mentioned in clause 3.1.16. The process of billing for the same shall be as outlined in clause 5.2.2.
- 3.2.3 Buyer shall bear the third party sampling charges for the quantum of coal being transferred. The buyer shall also make advance payment to RVUNL against third party sampling charges.
- 3.2.4 Any increase in Railway freight charges on account of transfer of coal or in transmission charges shall be borne by Buyer during the Contract Period.

3.3 Obligations of RVUNL

- 3.3.1 Arrangement of supply of coal to the Seller from Coal Companies i.e. Coal India Limited (CIL) / South Eastern Coalfields Limited (SECL). The detail of the existing grade-wise price of coal is given in clause 3.3.5 below. The actual quantum of coal being made available will depend on the following factors –
- (i) Contracted Capacity (MW); (ii) Gross Station Heat Rate Quoted by bidder (kCal/kWh) or as specified by CERC for equivalent unit capacity, whichever is lower; (iii) GCV of Coal (kCal/kg) depending on the actual grade of coal. Normative Transit losses as specified in the prevailing CERC Regulations shall be considered for the purpose of computation of quantity of coal.
- 3.3.2 RVUNL to provide necessary assistance to the Seller for communication with Coal Company and transporter. The details of the quantum of coal to be moved and the time frame during which this transportation is required would be conveyed to Traffic Transportation Directorate of Railway Board (Ministry of Railways) by RVUNL.
- 3.3.3 RVUNL shall pay the third party sampling and analysis charges of the quantum of coal being transferred against advance payment received from Buyer. The results of the sampling and analysis of coal shall be communicated to the Seller by RVUNL. In case of referee sampling analysis, if any, the charges shall be borne by the seller/ challenging party.
- 3.3.4 RVUNL shall make payment to the Coal Companies upon receiving regular advance upfront payment from the Seller against the estimated quantum of coal to be transferred, as communicated by the RVUNL to the Seller.
- 3.3.5 Coal will be made available through coal linkages allocated to RVUNL. The RVUNL will provide coal requirement on the best effort basis for generation of MW power from the linkage from SECL. Accordingly, RVUNL shall submit requisition to SECL for supply of coal from SECL Coal fields under case-4 of flexi policy after meeting the coal requirement of other cheaper power stations of RVUNL). However, actual supply by SECL may differ. The detail of grades of coal likely to be provided to Seller is as under:

Table 1: Reference rates of coal (grade-wise) existing on the date of submission of the proposal by the Seller

**Coal availability ,Source of Coal: - SECL
Estimate Quality & Price Band of Coal excluding coal transportation charges**

Particulars	G-3	G-4	G-5	G-6	G-7	G-8	G-9	G-10	G-11	G-12	G13	G-14	G-15	G-16	G-17
GCV (Kcal/Kg)	6400-6700	6100-6400	5800-6100	5500-5800	5200-5500	4900-5200	4600-4900	4300-4600	4000-4300	3700-4000	3400-3700	3100-3400	2800-3100	2500-2800	2200-2500
Ash Content (%)	Varies from 25% to 45%														
Moisture (%)	Varies 8% to 18%														
Carbon (%)	Varies from 22% to 38%														
Sulphur (%)	~0.4%	~0.4%	~0.4%	~0.4%	~0.4%	~0.4%	~0.4%	~0.4%	~0.4%	~0.4%	~0.4%	~0.4%	~0.4%	~0.4%	~0.4%
Basic cost Rs/MT	3144	3000	2737	2317	1926	1465	1140	1024	955	886	817	748	590	504	447
Crushing /sizing charg. Rs/MT	87	87	87	87	87	87	87	87	87	87	87	87	87	87	87
STC Rs/MT	116	116	116	116	116	116	116	116	116	116	116	116	116	116	116
Royalty of Basic price	440.2	420	383.2	324.4	269.6	205.1	159.6	143.4	133.7	124	114.4	104.7	82.6	70.6	62.6
NMET of Royalty	8.8	8.4	7.7	6.5	5.4	4.1	3.2	2.9	2.7	2.5	2.3	2.1	1.7	1.4	1.3
DMF of Royalty	132	126	115	97.3	80.9	61.5	47.9	43	40.1	37.2	34.3	31.4	24.8	21.2	18.8
Paryavaran tax Rs/MT	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5
Vikas Kar Rs/MT	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5
Terminal Tax Rs/MT	3.2	3.1	2.8	2.4	2	1.6	1.2	1.1	1	1	0.9	0.8	0.7	0.6	0.5
Evacuations Facility Charges Rs/MT	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50
Sub-Total	3996.2	3825.5	3513.6	3015.6	2551.9	2005.3	1619.9	1482.3	1400.5	1318.7	1236.9	1155.1	967.7	865.7	798.1
GST %	199.8	191.3	175.7	150.8	127.6	100.3	81	74.1	70	65.9	61.8	57.8	48.4	43.3	39.9
Clean Energy Cess Rs/MT	400	400	400	400	400	400	400	400	400	400	400	400	400	400	400
Total cost of raw coal w.e.f 09.1.2018	4596.1	4416.8	4089.3	3566.4	3079.5	2505.5	2100.9	1956.5	1870.6	1784.6	1698.7	1612.8	1416.1	1309.0	1238.0

3.3.6 In case of any variation in the price of coal during the Contract Period, RVUNL shall pay to the Coal Company the cost of coal as per the actual prevailing rates notified by the Coal Companies after receipt of advance upfront amount from the Seller.

3.4 Performance Security (PS)

3.4.1 The Seller has, for the performance of its obligations under this agreement, provided to BUYER, an irrevocable and unconditional guarantee from - _____ Bank (as defined in clause 1.1.1) for a sum equivalent to Rs.crore (Rupees crore) (the "**Performance Security**").

3.4.2 The Performance Security is valid up to _____ with a claim period of 2 month after the expiry of Contract Period.

3.4.3 Further, in case of extension of the contract period on account of availability of excess coal at the end of the original contract period, the Seller shall be required to extend the validity of the Bank Guarantee for a period beyond 1 month after the expiry of the extended contract period as mentioned in the clause 2.2. The Bank Guarantee shall be extended at least 7 days prior to expiry of the claim period of the original Bank Guarantee submitted by the Seller as required under clause 3.4.1. In case of failure to extend the validity of the Bank Guarantee within the stipulated time period, BUYER reserves the right to invoke the Performance Security issued in the form of Bank Guarantee by the Seller.

3.4.4 The Performance Security provided by the Seller shall be forfeited for non-performance of the contractual obligations. BUYER shall release the Performance Security within 60 days after completion of Contract Period.

4 ARTICLE 4: AVAILABILITY AND SCHEDULED GENERATION

4.1 Availability

- 4.1.1 Seller shall comply with the provisions of the applicable Law regarding Availability including, in particular, to the provisions of the ABT/Grid Code / any other applicable Codes and Regulations from time to time relating to declaration of Availability and the matters incidental thereto. Seller shall ensure that 100% contracted capacity is made available to Buyer.
- 4.1.2 Any shortfall in availability below 100% contracted capacity on account of reasons other than force majeure conditions or reasons specifically identified in the Agreement as those not under the reasonable control of the Seller shall be considered as a Sellers event of default and shall be dealt with in accordance with the provisions of clause 9.1.1 of the Agreement.

4.2 Scheduled Generation

- 4.2.1 The scheduled Generation provided by RLDCs/SLDCs under this agreement shall also be as per relevant regulations of the Appropriate Commission.
- 4.2.2 Seller shall comply with the provisions of the applicable Law regarding Scheduled Generation, in particular, to the provisions of the ABT, Grid Code and any other applicable rules and Regulations prevailing from time to time relating to scheduling and the matters incidental thereto.
- 4.2.3 No revision of approved corridor will be permitted. In case of exigencies either party may request to other party for revision of agreed Schedule as per the Grid Code. In case of revision of corridor is essential, the Seller has to take prior approval from BUYER.
- 4.2.4 Variation between scheduled generation and actual generation shall be accounted for through UI/Deviation as per the provisions of the applicable Regulations / Grid Code and Deviation settlement mechanism from time to time. The Seller shall be responsible for any deviations made by it from the dispatch schedule and for the resultant liabilities on account of the charges for such deviations as per the applicable Regulations.

5 ARTICLE 5: TARIFF, BILLING AND PAYMENT

5.1 Tariff

- 5.1.1 Buyer shall pay the Seller on a monthly basis for the Scheduled Energy, for the term of this Agreement, at the agreed Tariff as mentioned in SCHEDULE –1 and there shall be no escalation in tariff during the period of Contract.
- 5.1.2 The Power will normally be scheduled at the agreed Tariff for the purpose of its consideration in the merit-order dispatch, subject to provisions of Short-Term Open Access if applicable. However, the Seller shall have the flexibility to offer tariff less than the quoted tariff on day-ahead basis in order to ensure increase scheduling of power.

5.2 Billing and Payment between BUYER and Seller

- 5.2.1 The Seller shall raise the Bills in hard copy for the energy supplied under this agreement and scheduled by the Buyer on monthly basis (Monthly Invoice) based on the Regional Energy Accounts (REA) issued by the concerned Regional Power Committee within 2 days of issuance of REA or State Energy Accounts (SEA) issued by SLDC within 2 days of issuance of SEA, as the case may be. The Seller shall also make suitable adjustment of differential amount between the price of coal paid to Coal Companies through RVUNL and price of coal in accordance with clause No.3.1.4.
- 5.2.2 The Buyer shall pay the Bills within 30 days of receipt of the Bill for the respective month ("Payment Due Date"). In the event the Buyer pays the Bill within 2 (two) days of the date of receipt of the Bill thereof, it shall be entitled to deduct 2% (two per cent) of the amount comprising the Tariff by way of discount for early payment. Where payment is made on any day after 2 days and within a period of 10 days of receipt of the Bill, a rebate of 1% shall be allowed. In case payment of Bills is delayed beyond a period of 30 days from date of receipt, a late payment surcharge at the rate of 1.5% per month shall be levied.

5.3 Billing and Payment between RVUNL and BUYER on account of variation in price of coal and other charges

- 5.3.1 During the contract period, the price of coal can change either on account of change in the basic price of the coal and/or related the taxes/duties/royalties/etc. payable to the coal company. The price of coal payable by RVUNL to the coal company will be based on the prevailing basic price and the taxes/duties/royalties/etc. and the Seller will required to pay the same. . In case of change in the price of coal, the Seller will required to adjust the differential amount between the price of coal paid to RVUNL and advance upfront payment in accordance with Clause 3.1.4. This adjustment

shall be made in corresponding month's energy bill to Buyer. , 5.3.2 RVUNL shall also raise demand on Buyer for advance payment of the charges to be paid by RVUNL towards third party coal sampling charges as envisaged in clause 3.3.3.

5.3.3 RVUNL shall raise the demand on monthly basis for the charges mentioned in Clause 5.3.2. Buyer shall pay the demand at least 15 days prior to the date on which the payment is to be made to coal sampler.

5.4 Billing and Payment between RVUNL and Seller

5.4.1 The Seller shall make upfront payment for the quality and quantity of coal as intimated by RVUNL in accordance with the process outlined in clause 3.1.4 of the agreement.

5.4.2 Upfront payment by the seller will be made at least 15 days prior to the date on which the uploading of the coal from mine is required by the Seller.

5.5 Settlement of the Credit/Debit from Coal Company for variation in coal grade

5.5.1 The coal company will issue Credit / Debit notes whenever there is a variation in the price of coal on account of grade variation between the grade of the coal for which advance payment has been made by RVUNL and the actual grade of coal received by the Seller at loading end. The actual grade of the coal at loading end will be based on the third party sampling and analysis carried out by CSIR-Central Institute of Mining and Fuel Research (CIMFR).

5.5.2 The settlement of the Credit/Debit received from Coal Company under various scenarios is outlined in subsequent points.

5.5.3 **Scenario 1:** Credit/Debit only on account of grade variation (No impact of price variation)

(I) Credit:

- In case of the normal scenario wherein the credit note is issued by the Coal Company only on account of variation in grade of coal for which the payment has been done by the RVUNL to the Coal Company and the actual grade of coal as provided by Coal Company based on third party sampling and analysis then the entire credit received by RVUNL from the Coal Company will be passed on to the Seller.
- The credit can be utilized by the Seller for future purchases of coal during the contract period.
- At the end of the contract period, the total outstanding credit available with the Seller will be assessed by RVUNL and accordingly, RVUNL will pay the Seller the due amount equivalent to the credit

available to the Seller.

- ② RVUNL/BUYER will not be responsible for the impact on the Seller on account of the methodology adopted by the Coal Company for computing the credit to be given to RVUNL which will be passed on to the Seller by RVUNL. E.g. The Coal Company typically gives credit only against the difference in the basic price of coal and the difference in the taxes/duties/royalties/etc. paid by the procurer (RVUNL in the present case) as part of the advance payment are not reimbursed to the procurer. RVUNL / BUYER will not be responsible for such or any other discrepancies / lacunae in the process adopted by the Coal companies.

(II) Debit:

- In case of the normal scenario wherein the debit note is issued by the Coal Company only on account of variation in grade of coal for which the payment has been done by the RVUNL to the Coal Company and the actual grade of coal as provided by Coal Company based on third party sampling and analysis, then the entire debit balance received by RVUNL from the Coal Company will be passed on to the Seller.
- As per the process, this debit balance will be directly adjusted by the Coal Company from the next available advance payment received against purchase of coal. This can lead to a shortfall in quantity to be procured from the coal company as part of the payment made would be adjusted against the past debit note issued by the Coal Company. Accordingly, either the next advance payment to be made to the Coal Company should factor in the quantum to be paid against the debit note or the shortfall, if any, should be made up through subsequent payments for procuring the quantity equivalent to the estimated shortfall.
- RVUNL/BUYER will not be responsible for any impact of the methodology adopted by Coal Company for computing the debit amount recoverable from RVUNL who will further recover the same from the Seller.

5.5.4 Scenario 2: Credit/Debit on account of grade variation and accompanied by price variation (Basic price of coal and /or taxes/duties/royalties/etc.):

The credit/debit scenario arises only on account of the grade variation, however, in case it is accompanied by price variation also, then the methodology of allocating the Credit/Debit to the Seller and BUYER varies. The impact of the price variation is that the advance payment to be done to the Coal Company has to be shared between the Seller and Buyer e.g. If the price of coal at the time of submission of the bid was Rs. 4000/MT (inclusive of all taxes/duties/royalties/etc.), then the total cost payable for purchase of 100 MT of coal would be Rs. 4, 00,000/-. However, in case during the

tenure of the contract, the price of coal increases to Rs. 4500/MT (inclusive of all taxes/duties/royalties/etc.), then the total cost paid by the Seller to RVUNL for purchase of 100 MT of coal would be Rs. 4,50,000/-. Whereas the Seller is liable to pay Rs. 4,00,000/- only against purchase of 100 MT coal and BUYER will have to bear the impact of the additional impact of Rs. 50,000/-. Accordingly, the overall price of coal is to be borne in the ratio of 89:11 by the Seller and Buyer. Similarly if there is also a case of grade variation and the coal company gives a Credit of Rs. 50,000/- to RVUNL and RVUNL passes the credit to Seller then the same would be shared between the Seller and Buyer in the same ratio i.e. 89:11. Same methodology will be in the case of Debit Note raised by the Coal Company. The remaining process of settlement of the credit/debit received by the Seller will be same as described under Scenario 1 above in clause 5.5.3.

5.6 Disputed Amounts

- 5.6.1 The BUYER shall, within 10 (ten) days of receiving an invoice, notify the Seller of the Disputed Amounts, if any, with particulars thereof. Within 7 (seven) days of receiving such notice, the Seller shall present any information or evidence as may reasonably be required for determining that such Disputed Amounts are payable. The BUYER may, if necessary, meet a representative of the Seller for resolving the dispute and in the event that the dispute is not resolved amicably, the Dispute Resolution Procedure shall apply. For the avoidance of doubt, even if a dispute is resolved amicably, any amount paid after the Payment Due Date shall be deemed as delayed payment for the purposes of payment of interest thereon. For the avoidance of doubt, the BUYER shall be entitled to raise a dispute regarding any Disputed Amounts, whether due or already paid in accordance with this Agreement, at any time.
- 5.6.2 If any amount is payable by either Party to the other Party upon determination of a dispute regarding any Disputed Amount under the Dispute Resolution Procedure, such amount shall be deemed to be payable on the date when it first became due under this Agreement, and interest for the period of delay shall be due and payable at the rate of 1.5% per month.

6 ARTICLE 6: PAYMENT SECURITY MECHANISM

6.1 Letter of Credit

- 6.1.1 The Buyer shall open an unconditional, irrevocable and revolving Letter of Credit (LC) in favour of the Seller valid for a period of the Contract Period. The amount in the letter of credit shall be 1.1 times average monthly invoice. The LC shall be opened not later than 30 days before the Scheduled Delivery Date i.e. date from which supply needs to be commenced as per PPA.
- 6.1.2 All costs and expenses relating to opening and maintenance of the Letter of Credit shall be borne by the Buyer.
- 6.1.3 In the event of Buyer's failure to pay the Monthly Invoice on or before the Payment Due Date of the month, the amount under which is not a Disputed Amount the Seller may, in its discretion, invoke the Letter of Credit for recovery of the amount due, whereupon the Bank issuing the LC shall, after taking the consent of BUYER, pay the amount due upon the Seller presenting the following documents, namely:
- a) a copy of the Monthly Invoice which has remained unpaid; and
 - b) a certificate from the Seller to the effect that the Monthly Invoice is in accordance with this Agreement and that the amount due and payable has remained unpaid.
- 6.1.4 In the event that the amount covered by the Letter of Credit is at any time insufficient for recovery of payment due against the Monthly Invoice, Buyer shall, within a period of 7 (seven) days from the date on which such shortfall occurred, cause the Letter of Credit to be replenished and reinstated to the extent specified in Clause 6.1.1.

7 ARTICLE 7: ASSESSMENT OF COAL QUANTITY AND RECONCILIATION

7.1 Coal Quantity Evaluation

- 7.1.1 RVUNL under intimation to BUYER will evaluate the amount of coal to be allocated to the Seller for producing the quantum of power specified in the bid. Evaluation of the coal requirement is to be done one month in advance for timely receipt of approvals and coal.
- 7.1.2 For this evaluation, the GCV of coal to be used will be corresponding to the grade of coal specified by Coal Company and vetted by Third Party sampling for the mine/linkage source.
- 7.1.3 Gross Station Heat Rate (kcal/kWh) , Auxiliary Power Consumption (APC) and transmission losses (TL) shall be used for coal quantity calculation. The Seller shall indicate the unit size and the Gross Station Heat Rate, APC and TL from which they propose to supply power. The Gross Station Heat Rate and APC to be considered for coal quantity calculations shall be the Gross Station Heat Rate and APC specified by the Seller or as specified by CERC for equivalent unit capacity whichever is lower. Normative Transit losses as specified in the prevailing CERC Regulations shall also be considered for the purpose of computation of quantity of coal.
- 7.1.4 Quantity of coal required by Seller to provide contracted capacity at delivery point will be worked out based on below given formula:

1. Heat required from Coal (Kcal/kWh) = Gross Station Heat Rate of Power Station (kCal/kWh) – (Secondary fuel oil Consumption (ml/kWh) * GCV of Secondary fuel oil (kCal/litre) / 1000)
2. Specific Coal Consumption (SPC) (kg/kWh) = Heat Required from Coal (Kcal/kWh) / Gross Calorific Value of Coal (kCal/kg) supplied
3. Delivered Energy (kWh) = Contracted Capacity (MW) * 24 * No. of days * 1000
4. Gross Generation (kWh) = Delivered Energy (kWh)/ [(1 - Auxiliary Consumption) * (1 – Transmission Losses)]
5. Coal Quantity Requirement (MT) = Gross Generation (kWh) * SPC (kg/ kWh) / (1000 * (1-Transit Loss))

For the purpose of above calculation, secondary fuel oil consumption shall be 0.5 ml/kWh and GCV of Secondary fuel oil shall be 10000 kCal/litre.

An illustration is provided below for reference:

Particulars	Formula	Values
No. of days	a	30
No. of hours in a Day	b	24
Contracted Capacity at Delivery Point (MW)	c	100
Delivered Energy (kWh)	$d = a * b * c * 1000$	72,000,000
Transmission Losses (%)	e	5.00%
Auxiliary Consumption (%)	f	6.50%
Gross Generation (kWh)	$g = d / (1 - e) / (1 - f)$	81,058,261
Gross Station Heat Rate (kCal/kWh)	h	2,300.00
Specific Secondary Fuel Oil Consumption (ml/kWh)	i	0.50
Gross Calorific Value of Secondary Fuel Oil (kCal/Litre)	j	10,000
Heat Generated by Secondary Fuel Oil (kCal/kWh)	$k = (i * j) / 1000$	5.00
Heat Requirement from Coal (kCal/kWh)	$l = h - k$	2,295.00
Gross Calorific Value of Coal (kCal/kg)	m	4,000.00
Specific Coal Consumption (kg/kWh)	$n = l / m$	0.5738
Coal Quantity Requirement (MT)	$o = (g * n) / 1000$	46,507
Transit Loss (pit head 0.2% & non-pit head 0.8%, as applicable)	p	0.20%
Total Coal Quantity Requirement (MT)	$q = o / (1 - p)$	46,600

7.1.5 Based on the above, the coal to be allocated to the Seller from the SECL Coal field will be quantified.

7.2 Reconciliation of Coal Quantity

7.2.1 The coal quantity shall be reconciled by RVUNL every month with respect to coal consumed for actual generation and supply of electricity to the Buyer corresponding to quality and quantity of coal at loading end. Normative transit losses as per prevailing CERC Regulations shall be applicable.

7.2.2 Any excess quantity of coal transferred to the Seller shall be adjusted in the next month. The quality of coal at loading end shall be as vetted by Third Party sampler. The result of Third party sample shall be used for issuance of debit/credit notes.

7.2.3 After reconciliation, if extra coal remains after the Contract Period, the Seller will supply equivalent energy to the Buyer at the same terms & conditions within the extended contract period as mentioned in clause 2.2.1 of the Agreement.

7.2.4 Any consequence due to shortfall in the supply of coal, as a result of factors solely attributable to the Seller, will be borne by the Seller.

7.2.5 In the event of shortfall in the supply of fuel from the coal company as reported by the Seller, the BUYER will have the option of either asking for a reduced quantum of supply to the extent of fuel availability or Seller can use other sources which may be available at the time with the consent of BUYER. Any such excess fuel utilized from other sources for generating power towards the contracted capacity will be intimated to BUYER in advance and is to be reimbursed at actual as agreed between the Seller and Buyer .

8 ARTICLE 8: FORCE MAJEURE

8.1 Force Majeure

- 8.1.1 Force Majeure Events shall mean the occurrence of any of the following events:
- a) Any restriction imposed by RLDC/SLDC in scheduling of power due to breakdown of Transmission/Grid constraint;
 - b) Any restriction imposed by Railway / Coal Company on supply of coal;
 - c) Any of the events or circumstances, or combination of events and circumstances such as act of God, exceptionally adverse weather conditions, lightning, flood, cyclone, earthquake, volcanic eruption, fire or landslide or acts of terrorism causing disruption of the system.
 - d) Any requirement, action or omission to act pursuant to any judgment or order of any court or judicial authority in India (provided such requirement, action or omission to act is not due to the breach by the Seller or BUYER of any Law or any of their respective obligations under this Agreement);
 - e) Expropriation and/or compulsory acquisition of the Project in whole or in part by Government Instrumentality;
 - f) Chemical or radioactive contamination or ionizing radiation; or
- 8.1.2 The affected Party shall give notice to other parties of any event of Force Majeure as soon as reasonably practicable, but not later than 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 any event of Force Majeure results in a breakdown of communication rendering it not reasonable to give notice within the applicable time limit specified herein, then the party claiming Force Majeure shall give notice as soon as reasonably practicable after reinstatement of communication, but not later than one day after such reinstatement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed, and 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 parties may reasonably request about the situation.
- 8.1.3 The affected Party shall give notice to the other Parties of (1) cessation of relevant event of Force Majeure; and (2) 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.

8.1.4 To the extent not prevented by a Force Majeure event, 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 event of Force Majeure as soon as practicable.

8.2 Available Relief for a Force Majeure Event

8.2.1 No Party shall be in breach of its obligations pursuant to this agreement to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure event. However, adjustment in tariff shall not be allowed on account of Force Majeure event.

8.2.2 For avoidance of doubt, neither Party's obligation to make payments of money due nor payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.

9 ARTICLE 9: EVENT OF DEFAULT AND TERMINATION

9.1 Event of Default

9.1.1 Seller event of default

- a) Delay in commencement of supply within 7 days from the Scheduled Delivery Date.
- b) Shortfall in quantity of agreed supply of power for the factors attributable to the Seller.
- c) Use of RVUNL coal for supply to third party without consent of RVUNL.
- d) Breach of any obligation of seller mentioned anywhere in PPA

9.1.2 BUYER/ RVUNL event of default

- a) Default in payment of undisputed amounts to the Seller beyond 30 days from the end of the contract period.
- b) Default in payment of dues to RVUNL by the Buyer.
- c) Default in payment of coal cost to the Coal Company by RVUNL despite receiving advance payment from Seller / Buyer.

9.2 Treatment in case of event of default

9.2.1 Treatment in case of Transmission constraint:

- The parties are at liberty to extend the duration of supply of power i.e. the contract period for the quantity of coal transferred at the same Tariff corresponding to the duration of transmission constraint. The limit for this extension shall be as mentioned in clause 2.2.1.

9.2.2 Treatment in case of Seller event of default:

- Upon occurrence of a Seller Default, BUYER shall be entitled to terminate this Agreement by issuing a Termination Notice to the Seller.
- Provided that before issuing the Termination Notice, BUYER shall, by a default notice, inform the Seller through post of its intention/reason to issue such Termination Notice and grant 15 (fifteen) days time to the Seller to make a representation, and may after the expiry of such 15 (fifteen) days, on consideration of the reply submitted by the Seller, if any, issue the Termination Notice.

9.2.3 Treatment in case of BUYER/ RVUNL event of default:

- Upon occurrence of a BUYER/RVUNL Default, the Seller shall be entitled to terminate this Agreement by issuing a Termination Notice to the BUYER/RVUNL.

- Provided that before issuing the Termination Notice, the Seller shall, by a default notice, inform the BUYER/RVUNL through post/email of its intention/reason to issue such Termination Notice and grant 15 (fifteen) days time to the BUYER/RVUNL to make a representation, and may after the expiry of such 15 (fifteen) days, on consideration of the reply submitted by the Seller, if any, issue the Termination Notice.

9.3 Termination

9.3.1 Seller event of default:

- Upon Termination on account of a Seller Default, the Seller shall pay to the BUYER, by way of Termination Payment, an amount equal to 10% of the energy that would have been scheduled at the agreed tariff for a period of 1 (ONE) month or the balance period of contract whichever is higher.
- Upon termination of this agreement, the Performance Security of the Seller shall be encashed to the extent of Termination Payment.

9.3.2 BUYER/ RVUNL event of default:

- Upon Termination on account of a BUYER/RVUNL Default, BUYER shall pay to the Seller, by way of Termination Payment, an amount equal to 10% of the energy that would have been scheduled at the agreed tariff for a period of 1 (ONE) month or the balance period of contract whichever is higher.

9.3.3 Termination Payment shall be due and payable within 15 (fifteen) days of a demand being made with the necessary particulars, and in the event of any delay, the defaulting Party shall pay interest at a rate equal to 3% (three per cent) per annum above the SBI MCLR for one year on the amount of Termination Payment remaining unpaid;

9.3.4 RVUNL shall inform the Coal Company about termination and subsequently Coal Company shall cease supply of coal to the Seller.

10 ARTICLE 10 : GOVERNING LAW AND DISPUTE RESOLUTION

10.1 Governing Law

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

10.2 Dispute Resolution

10.2.1 Operational Issues:

The inter-ministerial sub-group constituted under the scheme of flexible utilization of coal amongst State/Central Gencos, shall look into various operational issues arising during the implementation of this scheme.

10.2.2 Commercial Issues:

Commercial dispute, if any would be decided by appropriate commission and only BUYER, RVUNL and Seller shall be party to the same. CEA, POSOCO, Ministry of Coal, Railways shall not be made party to any bilateral dispute between BUYER, RVUNL and Seller.

10.2.3 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the Dispute) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 10.3.

10.2.4 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

10.3 Conciliation

10.3.1 In the event of any Dispute between the Parties, either Party may require such Dispute to be referred to BUYER and / or RVUNL and Seller for amicable settlement, and upon such reference, the representatives shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen)

days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 10.2.3 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 10.4.

10.4 Arbitration

- 10.4.1 All disputes shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996.

11 ARTICLE 11: INDEMNITY

11.1 Seller's Indemnity

11.1.1 The Seller agrees to defend, indemnify and hold harmless BUYER/RVUNL, its officers, directors, agents, employees and affiliates (and their respective officers, directors, agents and employees) from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages arising by reason of bodily injury, death or damage to property sustained by third parties that are caused by an act of negligence or the willful misconduct of the Seller, or by an officer, director, sub-contractor, agent or employee of the Seller except to the extent of such injury, death or damage as is attributable to the willful misconduct or negligence of, or breach of this Agreement by, BUYER/RVUNL, or by an officer, director, sub-contractor, agent or employee of the BUYER/RVUNL.

11.2 BUYER's/ RVUNL's Indemnity

11.2.1 BUYER/RVUNL agrees to defend, indemnify and hold harmless the Seller, its officers, directors, agents, employees and affiliates (and their respective officers, directors, agents and employees) from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages arising by reason of bodily injury, death or damage to property sustained by third parties that are caused by an act of negligence or the willful misconduct of BUYER/RVUNL, or by an officer, director, sub-contractor, agent or employee of BUYER/RVUNL except to the extent of such injury, death or damage as is attributable to the willful misconduct or negligence of, or breach of this Agreement by, the Seller, or by an officer, director, sub-contractor, agent or employee of the Seller.

12 ARTICLE 12: MISCELLANEOUS PROVISIONS

12.1 Insurance

12.1.1 The Seller shall obtain and maintain necessary policies of insurance during the Term of this Agreement consistent with Prudent Utility Practice.

12.2 Waivers

12.2.1 Any failure on the part of a Party to exercise, and any delay in exercising, exceeding three years, any right hereunder shall operate as a waiver thereof. No waiver by a Party of any right hereunder with respect to any matter or default arising in connection with this Agreement shall be considered a waiver with respect to any subsequent matter or default.

12.3 Limitation Remedies and Damages

12.3.1 Neither Party shall be liable to the other for any consequential, indirect or special damages to persons or property whether arising in tort, contract or otherwise, by reason of this Agreement or any services performed or undertaken to be performed hereunder.

12.4 Notices

12.4.1 Any notice, communication, demand, or request required or authorized by this Agreement shall be in writing and shall be deemed properly given upon date of receipt if delivered by hand or sent by courier, if mailed by registered or certified mail at the time of posting, if sent by fax when dispatched (provided if the sender's transmission report shows the entire fax to have been received by the recipient and only if the transmission was received in legible form), to :

In case of the Seller:

Name: _____

Designation: _____

Address : _____

Ph. Nos.: _____ Fax No.: _____

In case of Rajasthan Urja Vikas Nigam Limited:

(i) Billing Address

Designation: Superintending Engineer (Billing),

Rajasthan Urja Vikas Nigam Limited

Address: 132 KV GSS, MNIT Campus, Malviya Nagar, Jaipur

Ph. No: 9413390412, ruvnics@gmail.com

(ii) Other Communication

Chief Engineer,
Rajasthan Urja Vikas Nigam Limited
Shed No 5/4, Vidyut Bhavan, Janpath, Jaipur-302005
Ph No 0141-2744571, 9413359050, ceruvn@gmail.com

In case of the Rajasthan Vidyut Utpadan Nigam Limited:

Name: _____

Designation: Addl. Chief Engineer (Fuel),
Rajasthan Vidyut Utpadan Nigam Limited
Address :Shed No. 1/1, Vidyut Bhawan, Janpath, Jaipur-302005

Ph. Nos.:0141-2740006E-Mail ce.fuel@rrvun.com

12.5 Severability

12.5.1 Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and without affecting the validity, enforceability or legality of such provision in any other jurisdiction.

12.6 Amendments

12.6.1 This Agreement shall not be amended, changed, altered, or modified except by a written instrument duly executed by an authorized representative of all three Parties.

12.7 Assignment

12.7.1 Neither Party shall assign this Agreement or any portion hereof without the prior written consent of the other Party, provided further that any assignee shall expressly assume the assignor's obligations thereafter arising under this Agreement pursuant to documentation satisfactory to such other Party. However, such assignment shall be permissible only for entire contracted capacity.

12.7.2 Provided however, no approval is required from BUYER for the assignment by the Seller of its rights herein to the Financing Parties and their successors and assigns in connection with any financing or refinancing related to the construction, operation and maintenance of the Project.

12.7.3 In furtherance of the foregoing, BUYER acknowledges that the Financing

Documents may provide that upon an event of default by the Seller under the Financing Documents, the Financing Parties may cause the Seller to assign to a third party the interests, rights and obligations of the Seller thereafter arising under this Agreement. BUYER further acknowledges that the Financing Parties, may, in addition to the exercise of their rights as set forth in this Section, cause the Seller to sell or lease the Project and cause any new lessee or purchaser of the Project to assume all of the interests, rights and obligations of the Seller thereafter arising under this Agreement.

12.8 Entire Agreement, Appendices

12.8.1 This Agreement constitutes the entire agreement between BUYER, RVUNL and the Seller, concerning the subject matter hereof. All previous documents, undertakings, and agreements, whether oral, written, or otherwise, between the Parties concerning the subject matter hereof are hereby cancelled and shall be of no further force or effect and shall not affect or modify any of the terms or obligations set forth in this Agreement, except as the same may be made part of this Agreement in accordance with its terms, including the terms of any of the appendices, attachments or exhibits. The appendices, attachments and exhibits are hereby made an integral part of this Agreement and shall be fully binding upon the Parties.

12.8.2 In the event of any inconsistency between the text of the Articles of this Agreement and the appendices, attachments or exhibits hereto or in the event of any inconsistency between the provisions and particulars of one appendix, attachment or exhibit and those of any other appendix, attachment or exhibit BUYER, RVUNL and the Seller shall consult to resolve the inconsistency.

12.9 Further Acts and Assurances:

12.9.1 Each of the Parties after convincing itself agrees to execute and deliver all such further agreements, documents and instruments, and to do and perform all such further acts and things, as shall be necessary or convenient to carry out the provisions of this Agreement and to consummate the transactions contemplated hereby.

12.9.2 IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their fully authorized officers, and copies delivered to each Party, as of the day and year first above stated.

<p>For RUVNL (On behalf of Rajasthan Discoms)</p>	<p>For RVUNL</p>	<p>For Seller</p>
<p>Authorized Signatory</p>	<p>Authorized Signatory</p>	<p>Authorized Signatory</p>
<p>Witness</p> <p>Name: Address:</p>	<p>Witness</p> <p>Name: Address:</p>	<p>Witness</p> <p>Name: Address:</p>

13 SCHEDULE – 1

Details of Generation Source and Supply of RTC Power & agreed Tariff

Sl. No.	Generation Source (Name of the plant, location details)	Installed Capacity in MW	Period of Supply	Region	Contracted Quantum in MW	Agreed Tariff in Rs./kWh at Delivery Point