

ENERGY SUPPLY AND PURCHASE AGREEMENT FOR

[INSERT LOCATION OF THE FACILITY] PV FARM

BETWEEN

[INSERT COMPANY NAME OF SELLER]

AND

CENTRAL ELECTRICITY BOARD, MAURITIUS

[INSERT DATE OF SIGNATURE]

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This Energy Supply and Purchase Agreement is entered into on this [...] day of [...] of 2021 at the Central Electricity Board, Corporate Office, Ebene in the Republic of Mauritius.

BETWEEN:

[.....] [*Please insert COMPANY NAME OF SELLER*], a company incorporated under the Companies Act, 2001, bearing Business Registration Number (“**BRN**”) [.....] [*Please insert number as per Certificate of Business Registration*] and having its registered office at [.....] [*Please insert address as per Certificate of Incorporation*] (hereinafter referred as “**Seller**”, which expression shall unless repugnant to the subject or context thereof, include its successors in interest and permitted assigns) of the One Part;

AND

Central Electricity Board, a corporate body established by the *Central Electricity Board Act 1963*, having its corporate office at Ebene, Mauritius (hereinafter referred to as “**CEB**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors in interest and permitted assigns) of the Other Part.

Seller and CEB shall be referred to individually as **Party** and collectively as **Parties**.

WHEREAS

- (A) CEB had invited proposals under the “**CEB Greenfield Renewable Energy Scheme**” or “**RE Scheme**” dated 26 October 2021 and prescribed the technical and financial terms and conditions for selection of a developer for undertaking the development of grid connected solar PV farm in the Republic of Mauritius. In this regard, CEB had received proposals from Public Sector Entities (*Please insert name of Public Sector Entity*).
- (B) Pursuant to the RE Scheme dated 26 October 2021, the Public Sector Entity had submitted its proposal (“**Proposal**”) to CEB to develop, finance, design, construct, commission, own, operate and maintain a solar PV farm, which shall have a nameplate capacity of [...] [*Insert nameplate capacity of the solar PV farm*] MW_p to be located at [...] (*Please insert location of Facility*) as more particularly described in Schedule A (“**Facility Description**”) and having the Seller Interconnection Facilities, and also submitted the Bid Security for an amount equal to [...] (*Please insert amount of Bid Security*) million MUR to CEB.
- (C) By submitting its Proposal pursuant to Recital (B), the [...] (*Please insert name of Public Sector Entity*) requested CEB to consider its Proposal and has agreed to abide by all terms and conditions of the RE Scheme dated 26 October 2021. CEB has issued a Letter of Intent to the Public Sector Entity on [...] (*Please insert date of issue of Letter of Intent*), inviting the Public Sector Entity to finalise an Energy Supply and Purchase Agreement in line with the provisions of the RE Scheme dated 26 October 2021. The Public

Sector Entity has agreed to the request of CEB and accepted all the terms and conditions of the Letter of Intent dated [.....] (*Please insert date of issue of the Letter of Intent*).

- (D) Subsequent to the issuance of the Letter of Intent, the Public Sector Entity has requested the permission of the CEB to incorporate a Special Purpose Company (**SPC**), under the Companies Act 2001. CEB has agreed to the said request and accordingly, as on date of this Agreement, the SPC consists of [.....] (*Please insert name of the Special Purpose Company Shareholders*).
- (E) Upon successful negotiation, the [.....] (*Please insert name of Public Sector Entity*) has agreed to the terms and conditions of the final version of the Energy Supply and Purchase Agreement and CEB has accepted the Proposal of the [.....] (*Please insert name of Public Sector Entity*) for the development of the solar PV farm mentioned in Recitals (B) and (C) and has issued its Letter of Award dated [.....] (*Please insert date of the Letter of Award*) to the Public Sector Entity requiring, *inter alia*, the execution of this Energy Supply and Purchase Agreement.
- (F) CEB has agreed to purchase the Contract Energy to be generated from the Facility and to be delivered at the Point of Delivery in accordance with the terms of the Agreement.
- (G) The [.....] (*Please insert name of Public Sector Entity*) have since promoted and incorporated Seller as a [.....] (*Please insert type of company as per Certificate of Incorporation*) company under the Companies Act, 2001, and has agreed to enter into this Energy Supply and Purchase Agreement. The [.....] (*Please insert name of Public Sector Entity*) has requested CEB to accept Seller as the entity which shall undertake and perform the obligations and exercise the rights under this Agreement.
- (H) CEB has agreed to the said request of the [.....] (*Please insert name of the Public Sector Entity*) and has accordingly agreed to enter into this Agreement with Seller for the execution of the Project, subject to and 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 Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE 1: Definitions and Interpretation

1.1. Definitions

The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

1.2. Interpretation

1.2.1. In this Agreement, unless the context otherwise requires,

- (a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof;
- (b) references to laws of the Republic of Mauritius or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of the Republic of Mauritius and as may be amended, modified, supplemented, extended or re-enacted, from time to time;
- (c) references to a “**person**” and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, or any association or partnership (whether or not having separate legal personality) of 2 (two) or more of the above and shall include successors and assigns;
- (d) the table of contents, headings, sub-headings, captions and marginal notes in this Agreement shall not be deemed part of, or be taken into consideration in the construction or interpretation of this agreement. The table of contents, headings, sub-headings, captions are for convenience of reference only;
- (e) the words “**include**” and “**including**” are to be construed without limitation and shall be deemed to be followed by “**without limitation**” or “**but not limited to**” whether or not they are followed by such phrases;
- (f) references to “**construction**” or “**building**” include, unless the context otherwise requires, investigation, design, developing, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction, and “**construct**” or “**build**” shall be construed accordingly;
- (g) references to “**development**” include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, upgrading and other activities incidental thereto, and “**develop**” shall be construed accordingly;
- (h) any reference to day shall mean a reference to a calendar day;
- (i) “**Business Day**” means any calendar day that is not a Saturday, a Sunday, or a public holiday recognised by the Government of Mauritius. For the purposes of this

Agreement, a Business Day shall be deemed to commence at 08:30 am and end at 16:00 local time;

- (j) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- (k) references to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as may be extended pursuant to this Agreement;
- (l) any reference to any period commencing “**from**” a specified day or date and “**till**” or “**until**” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- (m) the words importing singular only shall also include plural and vice versa where the context requires;
- (n) words importing the masculine shall include the feminine and neuter and vice versa;
- (o) the abbreviation “**MUR**” means Mauritius Rupees, the lawful currency of the Republic of Mauritius;
- (p) “**indebtedness**” shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (q) References to the “**winding-up**”, “**dissolution**”, “**insolvency**”, or “**reorganisation**” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;
- (r) save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of CEB hereunder or pursuant hereto in any manner whatsoever;
- (s) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party, as the case may be, in this behalf and not otherwise;
- (t) the Schedules and Recitals to this Agreement form an integral 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;

- (u) all references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, shall be construed as references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears;
- (v) the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty ("**Damages**");
- (w) time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence; and
- (x) any references to the word "**abandon**" shall, unless due to a Force Majeure event, be construed as a failure on part of Seller to construct or operate the Facility for a continuous period of 3 (three) months or for a cumulative period of 3 (three) months within any continuous period of 12 (twelve) months.

1.2.2. The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.3. Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English (UK) meaning.

1.3. Measurements and Arithmetic Conventions

Unless otherwise specified, all measurements and calculations under this Agreement shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

1.4. Errors/discrepancies

1.4.1. In case of ambiguities or discrepancies within this Agreement, the following shall apply:

- (a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- (b) between the Clauses of this Agreement and the Schedules, the Clauses of this Agreement shall prevail and between Schedules and Annexes, the Schedules shall prevail;
- (c) between any two Schedules, the Schedule relevant to the issue shall prevail;
- (d) between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;

- (e) between the dimension scaled from the drawing and its specific written dimension, the latter shall prevail; and
- (f) between any value written in numerals and that in words, the latter shall prevail.

ARTICLE 2: Scope of the Project

2.1. Scope of the Project

The scope of the Project (“**Scope of the Project**”) shall mean and include, during the Term:

- (a) construction of the Facility on the Site in accordance with Schedules A and H, including the Seller Interconnection Facilities as specified in Schedule D, in conformity with the existing legislation and the Specifications and Standards set forth in Schedule C;
- (b) operation and maintenance of the Facility in accordance with the existing legislation, and the provisions of this Agreement; and
- (c) performance and fulfilment of all other obligations of Seller in accordance with provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of Seller under this Agreement.

ARTICLE 3: Conditions Precedent

3.1. Conditions Precedent

3.1.1. Save and except as expressly provided in Clauses 4.1.1, 4.1.2, 4.1.3, 4.1.5 (a) (b) (c) (h) and (i), 4.1.6, 4.2 and 4.3 and 14.2 and Articles 1, 2, 3, 5, 6, 7, 15, 16, 17, 18, 19, 20 and 21, or unless the context otherwise requires, the respective rights and obligations of the Parties under this Agreement shall become effective upon the satisfaction in full of the conditions precedent specified in this Clause 3.1 (“**Conditions Precedent**”), and shall continue to remain in full force and effect during the Term.

3.1.2. The Conditions Precedent required to be satisfied by Seller shall be deemed to have been fulfilled when Seller shall have:

- (a) provided the Development Security equivalent to MUR to CEB issued from an Acceptable Financial Institution in the form set forth in Schedule B;
- (b) procured all the Applicable Permits including an EIA License, a Building Land Use Permit and a Generation Licence (if applicable) unconditionally or if subject to conditions, then all such conditions required to be fulfilled by the date specified therein shall have been satisfied in full and such Applicable Permits are in full force and effect, and delivered to CEB true copies of all the Applicable Permits in hard as well as electronic forms including the EIA report prepared for the purpose of procuring the EIA License;
- (c) procured the Site, obtain all relevant easements or rights in real estate reasonably necessary for construction, operation and maintenance of the Facility. Seller shall provide documentary evidence of the clear title and possession of the Site in the name of Seller;
- (d) procured and provided documentary evidence of the clear title and possession of the right of way for the 66kV Interconnection Line;
- (e) executed the Financing Agreements and delivered to CEB the true copies thereof, duly attested by a Director of Seller; and
- (f) achieved Financial Close and delivered to CEB true copies of the Financial Package and the Financial Model, duly attested by the Lead Lender(s) and a Director of Seller, along with soft copies of the Financial Model in MS Excel Version acceptable to CEB.

Provided that upon request in writing by Seller, CEB may, in its discretion, waive any of the Conditions Precedent set forth in this Clause 3.1.2. For the avoidance of doubt, CEB may, in its sole discretion, grant any waiver hereunder, with such conditions as it may deem fit.

3.1.3. Seller shall make all reasonable endeavours to satisfy the Conditions Precedent within the time stipulated and CEB shall provide Seller with such reasonable cooperation as may be required to assist Seller in satisfying the Conditions Precedent.

3.1.4. Seller shall notify CEB in writing at least once in a month on the progress made in satisfying the Conditions Precedent. Seller shall, within 3 (three) Business Day, inform CEB when any Condition Precedent for which it is responsible has been satisfied.

3.2. Damages for Delay in achieving Effective Date

3.2.1. In the event that:

- (i) Seller does not fulfil any or all of the Conditions Precedent set forth in Clause 3.1.2 within a period of 9 (nine) months as from the date of this Agreement (“**Longstop Date**”); and
- (ii) the delay has not occurred as a result of breach of this Agreement by CEB or due to Force Majeure,

Seller shall pay to CEB Damages in an amount calculated at the rate of 0.2% (zero point two per cent) of the Development Security for each day’s delay until the fulfilment of such Conditions Precedent. The total amount for damages shall not exceed 24% of the Development Security. The said Damages shall be appropriated from the Development Security progressively on a monthly basis.

3.2.2. In the event that the delay referred to in Clause 3.2.1 continues for more than 120 days from the Longstop Date, the same shall constitute a Seller Default and CEB shall be entitled to terminate the Agreement in accordance with Clause 16.1.2.

3.2.3. Following the occurrence of Seller Default pursuant to Clause 3.2.2, CEB shall be entitled to encash the entire Development Security and appropriate the proceeds thereof as Damages.

ARTICLE 4: Obligations of the Parties

4.1. Obligations of Seller

- 4.1.1.** Subject to and on the terms and conditions of this Agreement, Seller shall, at its own cost and expense, procure finance for and undertake the design, engineering, procurement, construction, operation and maintenance of the Facility and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 4.1.2.** Seller shall comply with all Applicable Laws and be responsible to acquire all Applicable Permits (including renewals as may be required) in the performance of its obligations under this Agreement.
- 4.1.3.** Subject to the provisions of Clauses 4.1.1 and 4.1.2, Seller shall perform its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.
- 4.1.4.** Seller shall install, operate and maintain the Facility in accordance with this Agreement.
- 4.1.5.** Seller shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:
- (a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining Applicable Permits, and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws;
 - (b) procure, as required, the appropriate proprietary rights, licences, agreements and permissions for materials, methods, processes and systems used or incorporated into the Facility;
 - (c) procure or obtain all relevant easements or rights in real estate reasonably necessary for construction, operation and maintenance of the Seller Interconnection Facilities;
 - (d) perform and fulfil its obligations under the Financing Agreements;
 - (e) ensure that its Contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of Seller's obligations under this Agreement;
 - (f) achieve Commercial Operation Date no later than the Scheduled Commercial Operation Date;
 - (g) supply the Contract Energy to CEB at the Point of Delivery as from the Commercial Operation Date in accordance with the provisions of this Agreement.
 - (h) support, cooperate with and facilitate CEB in performing its obligations in accordance with the provisions of this Agreement; and
 - (i) not do or omit to do any act, deed or thing which may in any manner violate any of the provisions of this Agreement.

4.1.6. It is expressly agreed that Seller shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the Project Agreements or any other agreement, and no default under any Project Agreement or any agreement shall excuse Seller from its obligations or liability hereunder.

4.2. Financial Close

4.2.1. Seller shall, upon occurrence of Financial Close, notify CEB forthwith, within 2 (two) days after the Financial Close.

4.2.2. Notwithstanding anything to the contrary contained in this Agreement, but subject to Article 15, in the event that the Financial Close does not occur, for any reason whatsoever, within the period set forth in Clause 3.2.1 or the extended period provided thereunder, all rights, privileges, claims and entitlements of Seller under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of Seller, and the Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

4.2.3. Upon Termination under Clause 4.2.2, CEB shall be entitled to encash the entire Development Security and appropriate the proceeds thereof as Damages; provided, however, if Financial Close has not occurred solely as a result of CEB being in default of any of its obligations or a Force Majeure Event, it shall, upon Termination, return the Development Security forthwith net of the Damages due and payable under Clause 3.2.

4.3. Obligations of CEB

4.3.1. CEB shall, at its own cost and expense, undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.

4.3.2. CEB agrees to provide support to Seller and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following:

- a) upon written request from Seller, and subject to Seller complying with Applicable Laws, provide support and assistance to Seller in procuring Applicable Permits required from any Government Instrumentality for implementation and operation of the Facility;
- b) upon written request from Seller, provide assistance to the extent possible, to Seller in obtaining access to all necessary infrastructure facilities and utilities;
- c) purchase the Contract Energy delivered at the Point of Delivery starting from the Commercial Operation Date and pay for such energy according to Schedule I;
- d) not do or omit to do any act, deed or thing which may in any manner violate any of the provisions of this Agreement; and
- e) support, cooperate with and facilitate Seller in the implementation and operation of the Facility in accordance with the provisions of this Agreement.

4.4. Import Energy

- 4.4.1.** Subject to Clause 4.4.5, CEB shall, at the request of Seller, supply such quantities of Import Energy at the Point of Delivery as are required by Seller for the purposes of construction of the Facility including for synchronisation and Commissioning Tests and maintenance thereof during the Term of the Agreement.
- 4.4.2.** During the Construction Period, Seller shall be required to apply separately for the supply of electricity as any other customer of CEB and such electricity shall not qualify as Import Energy.
- 4.4.3.** Import Energy shall be measured by the CEB Main Meter in accordance with Clause 12.1.
- 4.4.4.** Seller shall pay CEB for Import Energy metered in accordance with Clause 12.1 at and on the terms of the prevailing tariff as published by CEB.
- 4.4.5.** Seller shall comply with CEB's standard administrative procedures, including registration as a customer, in relation to the conclusion of an agreement with CEB for the supply of Import Energy.

4.5. Right to Contract Energy

- 4.5.1.** Subject to the terms and conditions of this Agreement, Seller undertakes to make available to CEB the Contract Energy in accordance with this Agreement and CEB undertakes to purchase such Contract Energy and pay the Tariff for the same in accordance with Schedule I. The title and risk of the Contract Energy shall pass from Seller to CEB at the Point of Delivery. For the avoidance of doubt, Seller shall not sell the Contract Energy to any third party and any sale of Contract Energy or part thereof shall be construed as a Seller Default, and CEB shall be entitled to terminate this Agreement in accordance with Clause 16.1.2.
- 4.5.2.** Except as expressly set forth in Clause 10.2, CEB shall have no obligation to make Energy Payments for Net Energy that is not supplied or made available by Seller for any reason including, without limitation, a Planned Maintenance Outage, a Forced Outage, an event of Force Majeure or the Facility not operating safely in accordance with Clause 10.12 and Schedules E and G of this Agreement and likely to adversely affect the integrity of the CEB system.

4.6. Deemed Generation

- 4.6.1.** On or after the Commercial Operation Date, in the event that CEB curtails the production of the Facility in a Contract Year due to the unavailability of the CEB System in excess of 20 Daylight Hours in any Contract Year for any reasons other than Force Majeure or on account of reasons solely attributable to Seller or breach of this Agreement by Seller or Emergency events on the CEB System, CEB shall be obliged to pay for the electrical energy that could have been generated by Seller during such period over and above the 20 Daylight Hours on deemed generation basis ("**Deemed Energy**"), calculated at the relevant Tariff in accordance with Schedule I.

4.6.2. Deemed Energy shall be calculated in respect of such period during which CEB fails to offtake electrical energy in accordance with Clause 4.6.1 over blocks 30 (thirty) minutes and shall be the electrical energy metered by the CEB Meter at the Point of Delivery during the same time of the preceding day of 30 (thirty) minutes blocks of the Facility during the deemed generation event provided that for deemed generation with a period of less than 30 (thirty) minutes, the quantum of Deemed Energy so calculated over a block of 30 (thirty) minutes shall be-prorated for such number of minutes that deemed generation occurred.

4.7. Training of CEB Employees

4.7.1. Seller shall provide CEB with such information about its training programmes during the Term of the Agreement in relation to the Facility, at the Facility or at any other location within the Republic of Mauritius and shall permit a maximum of four (4) CEB employees at a time to attend and participate in such training programmes as are held at the Facility or at any other location within the Republic of Mauritius. Seller shall provide to CEB employees with all necessary training documents requested to allow the effective participation in the training programmes.

4.7.2. Seller shall permit CEB employees to attend at the Facility during the Construction Period to observe and learn for CEB's internal training purposes. CEB employees shall not interfere with the works undergoing at the Facility. At one time, no more than 4 (four) CEB employees shall attend the Facility for the purposes specified in the preceding sentence.

4.8. Equity Lock-in Conditions

4.8.1. The shareholding of Seller as on the date of this Agreement ("**Existing Shareholding**") is as follows:

Name of Shareholders	Member	Number of Shares	Value of Shares in MUR	Description of Shareholding
	Lead Shareholder/ Sole Shareholder		% <i>(Please insert percent as per the proposed shareholding of Seller. It shall not be less than 51%)</i> of the subscribed and paid up equity share capital
	Other Shareholder		% <i>(Please insert percent as per the proposed shareholding of Seller.)</i> of the subscribed and paid up equity share capital

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- 4.8.2.** Seller shall not undertake or permit any change in the shareholding by any of the Shareholders specified in Clause 4.8.1 without prior written approval of CEB, save and except as provided in Clause 17.4. For the avoidance of doubt, in the event that CEB permits any change in the shareholding specified in Clause 4.8.1, this Clause 4.8.2 shall apply, *mutatis mutandis*, to such revised shareholding of Seller and any revision in such shareholding of Seller shall be undertaken only with the prior written approval of CEB.
- 4.8.3.** Seller having been set up for the sole purpose of exercising the rights and observing and performing its obligations under this Agreement, Seller hereby undertakes and agrees that it shall not undertake or permit any Change of Control except in accordance with the provisions of Clause 17.4 and that the Lead Shareholder shall hold not less than 51% (fifty one percent) of its subscribed and paid up equity share capital until the expiry of the Term of this Agreement.
- 4.8.4.** In the event of non-compliance with the provisions of Clauses 4.8.2 and 4.8.3 above, the same shall constitute a Seller Default and CEB shall be entitled to terminate this Agreement in accordance with Clause 16.1.2, to encash the entire Development Security and to appropriate the proceeds thereof.

ARTICLE 5: Representations and Warranties

5.1. Representations and Warranties of Seller

Seller represents and warrants to CEB that:

- (a) it is duly organised and validly existing under the laws of Republic of Mauritius, and has requisite capability, power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (b) it has taken all necessary corporate and other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (c) it has the financial standing and technical capability to undertake the Project in accordance with the terms of this Agreement;
- (d) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- (e) it is subject to the laws of the Republic of Mauritius, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- (f) the information furnished in the Proposal and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;
- (g) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (h) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it, its shareholder (s) or its officers at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- (i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (j) it has complied with the Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;
- (k) it shall at no time undertake or permit any Change of Control except in accordance with the provisions of Clause 17.4;
- (l) the *[Lead Shareholder and Other Shareholder]* *[Sole Shareholder]*, *[have/has]* no known unpaid overdue debts to the revenue or customs authorities of Mauritius, as on the date of

this Agreement;

- (m) the *[Lead Shareholder and Other Shareholder]* *[Sole Shareholder]* *[have/has]* the financial standing and resources to fund the required equity and to raise the debt necessary for undertaking and implementing the Project in accordance with this Agreement;
- (n) the *[Lead Shareholder and Other Shareholder]* *[Sole Shareholder]* *[are/is]* duly organised and validly existing and recognised under the laws of the Republic of Mauritius, and has requested CEB to enter into this Agreement with Seller, and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;
- (o) any shareholder or its Affiliate, has not commenced any legal proceedings against CEB within the 5 (five) years prior to the date of the execution of this Agreement;
- (p) it is acting on its own account, and its decision to enter into this Agreement is based on its own judgement, not in reliance upon the advice or recommendations of the other Party and it is capable of assessing its merits and understanding, and understands and accepts the terms, conditions and risks of this Agreement; Seller has not relied on any promises, representations, statements or information of any kind that are not contained in this Agreement and in the RE Scheme dated 26 October 2021 in deciding to enter into this Agreement;
- (q) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for submitting a proposal(s) pursuant to the RE Scheme dated 26 October 2021 and entering into this Agreement or for influencing or attempting to influence any agent, contractor, sub-contractor, officer or employee of CEB in connection therewith;
- (r) no representation or warranty by it contained herein or in any other document furnished by it to CEB or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- (s) the stated capital of the shareholder(s) of Seller as at the date of this Agreement is as per the Equity Lock-in Conditions set forth under Clause 4.8.

5.2. Representations and Warranties of CEB

CEB represents and warrants to Seller that:

- (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;
- (b) it has taken all necessary actions under the Applicable Laws to authorise the execution, delivery and performance of this Agreement;
- (c) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on CEB's ability to perform its obligations under this Agreement; and
- (d) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

5.3. Disclosure

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of either Party under this Agreement.

5.4. Disclaimer

Seller acknowledges that prior to the execution of this Agreement, Seller has, after a complete and careful examination, made an independent evaluation of the Scope of the Project, Specifications and Standards, Site, existing structures, local conditions, physical qualities of ground, subsoil and geology, and all information provided by CEB or obtained procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. CEB makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumption, statement or information provided by it and Seller confirms that it shall have no claim whatsoever against CEB in this regard.

ARTICLE 6: Development Security

6.1. Development Security

- 6.1.1.** Seller shall, for the performance of its obligations hereunder during the Development Period and Construction Period, provide to CEB no later than 30 (thirty) days from the date of this Agreement, an irrevocable and unconditional guarantee from an Acceptable Financial Institution operating in Mauritius for a sum equivalent to [.....] MUR *[Please insert amount in words]* (Amount to be 3 million MUR/ installed MW_p capacity) million in the form set forth in Schedule B (“**Development Security**”). Until such time the Development Security is provided by Seller pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect up to 45 (forty-five) days after the date of the Agreement, and upon such provision of the Development Security pursuant hereto, CEB shall release the Bid Security without any interest to Seller.
- 6.1.2.** Notwithstanding anything to the contrary contained in this Agreement, in the event that the Development Security is not provided by Seller within a period of 30 (thirty) days from the date of this Agreement, CEB may encash the Bid Security and appropriate the proceeds thereof, and thereupon all rights, privileges, claims and entitlements of Seller under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of Seller, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

6.2. Appropriation of Development Security

Upon occurrence of a Seller Default or for any amount due and payable (but unpaid) by Seller under this Agreement with respect to events or circumstances occurring up to and including the Commercial Operation Date, CEB shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Development Security for such Seller Default or for any amount due and payable (but unpaid) by Seller under this Agreement up to and including three months after Commercial Operation Date. Upon such encashment and appropriation from the Development Security, Seller shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Development Security, and in case of appropriation of the entire Development Security provide a fresh Development Security, as the case may be, and Seller shall, within the time so granted, replenish or furnish fresh Development Security as aforesaid failing which CEB shall be entitled to terminate this Agreement in accordance with Clause 16.1.2. Upon furnishing of a fresh Development Security, as aforesaid, Seller shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the Seller Default and in the event of Seller not curing its default within such Cure Period, CEB shall be entitled to encash and appropriate such Development Security, and to terminate this Agreement in accordance with Clause 16.1.2.

6.3. Release of Development Security

The Development Security shall remain in force and effect initially for a period of 20 (twenty) months as from the date of issue, and shall be extended from time to time, at least 15 (fifteen) days prior to the expiry, to be valid up to 3 (three) months after the Commercial Operation Date. Upon expiry of 3 (three) months from the Commercial Operation Date, CEB shall release the Development Security forthwith, provided, however, that the Development Security shall not be released if Seller is in breach of this Agreement.

6.4. Expiring Development Security

In the event that Seller does not extend the Development Security in its full amount, at least 15 (fifteen) days prior to its expiry, CEB may, at any time thereafter, draw upon the Development Security and place the amount so drawn in an escrow account. CEB may only draw amounts from that escrow account in circumstances where it would otherwise be permitted to draw a Development Security under Clauses 3.2.1, 6.2, 8.3.2 and 9.4.1, and Seller shall deposit funds into the escrow account in an amount equal to such permitted drawing within 30 (thirty) Days of such drawing. Until such time Seller's obligation to provide a Development Security ceases pursuant to Clause 6.3 or Seller provides a Development Security that complies with Clause 6.1.1, the amount standing to the credit of the escrow account shall be immediately released to Seller.

ARTICLE 7: Independent Engineer

7.1. Appointment of Independent Engineer

- (a) CEB shall draw a panel of reputable consulting engineering firms or bodies corporate to be the independent consultant under this Agreement within 1 (one) month of this Agreement.
- (b) CEB shall then seek and evaluate offers from the firms or bodies corporate.
- (c) CEB shall then identify and rank the firms and/or bodies corporate. The highest ranked substantially responsive firm or body corporate shall be appointed by the CEB as the independent consultant under this Agreement (“**Independent Engineer**”).
- (d) The appointment shall be made no later than the Effective Date and shall be valid till the Independent Engineer discharges all of his functions under this Agreement.

7.2. Duties and functions

- 7.2.1.** The Independent Engineer shall discharge its duties and functions substantially in accordance with the terms of reference set forth in Schedule J.
- 7.2.2.** The Independent Engineer shall submit regular periodic reports (at least once every month) to CEB in respect of its duties and functions set forth in Schedule J.

7.3. Remuneration

- 7.3.1.** The remuneration, cost and expenses of the Independent Engineer, appointed pursuant to Clause 7.1(c) shall be borne by CEB.
- 7.3.2.** In the event that any Project Milestones during the Construction Period is delayed other than due to any reason solely attributable to CEB or due to Force Majeure, Seller shall bear the additional remuneration, cost and expenses of the Independent Engineer.

7.4. Termination of appointment

If the CEB has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may seek termination of the appointment of the Independent Engineer. In case of such termination, CEB shall appoint another Independent Engineer from the list established under Clause 7.1(c) within 10 (ten) Business Days from the date termination of the appointment.

ARTICLE 8: Construction of the Project

8.1. Obligations prior to commencement of construction

8.1.1. Prior to commencement of the Construction Works and in any event not later than 15 (fifteen) Business Days after the Construction Start, Seller shall:

- (a) appoint and notify its representative duly authorised to deal with CEB in respect of all matters under or arising out of or relating to this Agreement;
- (b) undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of construction under and in accordance with this Agreement, the Applicable Laws and Applicable Permits; and
- (c) submit to CEB and the Independent Engineer its detailed design, construction methodology, quality assurance procedures, and the procurement, engineering and construction time schedule for completion of the Facility in accordance with the Project Completion Schedule set forth in Schedule F.

8.2. Drawings

In respect of Seller's obligations relating to the Drawings of the Project, the following shall apply:

- (a) Seller shall prepare and submit, with reasonable promptness and in such sequence as is consistent with the Project Completion Schedule set forth in Schedule F, 3 (three) copies each of all Drawings to the Independent Engineer for review;
- (b) By submitting the Drawings for review to the Independent Engineer, Seller shall be deemed to have represented that it has determined and verified that the design and engineering, including field construction criteria related thereto, are in conformity with the Scope of the Project and the Specifications and Standards;
- (c) Within 15 (fifteen) days of the receipt of the Drawings, the Independent Engineer shall review the same and convey its observations to Seller with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards. Seller shall not be obliged to await the observations of the Independent Engineer on the Drawings submitted pursuant hereto beyond the said 15 (fifteen) days period and may begin Construction Works at its own discretion and risk;
- (d) If the aforesaid observations of the Independent Engineer indicate that the Drawings are not in conformity with the Scope of the Project and the Specifications and Standards, such Drawings shall be revised by Seller and resubmitted to the Independent Engineer for review. The Independent Engineer shall give its observations, if any, within 7 (seven) days of receipt of the revised Drawings; and
- (e) No review and/or observation of the Independent Engineer and/or its failure to review and/or convey its observations on any Drawings shall relieve Seller of its obligations and liabilities under this Agreement in any manner nor shall the Independent Engineer or CEB be liable for the same in any manner.

8.3. Construction of the Project

- 8.3.1.** Seller shall enter into an EPC Contract on or before the Construction Start Longstop Date set forth under Clause 8.3.2 and deliver to CEB a copy of the executed EPC Contract inclusive of all Schedules, annexes and the cost of the Project under the EPC Contract;
- 8.3.2.** Seller shall ensure that the Construction Start is achieved no later than 30 (thirty) Business Days after the Effective Date (“**Construction Start Longstop Date**”). In the event that the Construction Works are not commenced by the Construction Start Longstop Date unless on account of a Force Majeure or reasons solely attributable to CEB, Seller shall pay Damages to CEB in a sum calculated at the rate of 0.5% (zero point five per cent) of the amount of Development Security for delay of each day until Construction Start is achieved. The said Damages shall be appropriated from the Development Security progressively on a monthly basis.
- 8.3.3.** Notwithstanding anything to the contrary contained in this Agreement, in the event the Construction Start is not achieved within 60 days from the Construction Start Longstop Date, unless the delay is on account of reasons solely attributable to CEB or due to Force Majeure, CEB shall terminate the Agreement in accordance with Article 16, to encash the entire Development Security and to appropriate the proceeds thereof..
- 8.3.4.** Seller shall undertake the construction of the Facility in conformity with the Specifications and Standards set forth in Schedule C and in accordance with the Project Completion Schedule set forth in Schedule F. Seller undertakes to complete the Project within eight (8) months from the Effective Date (“**Scheduled Commercial Operation Date**” or “**SCOD**”). Seller shall achieve the Commercial Operation of the Project on or before the SCOD.

8.4. Monthly Progress Reports

During the Construction Period, Seller shall, no later than 7 (seven) days after the close of each month, furnish to CEB and the Independent Engineer a monthly report on the progress of the Construction Works and shall promptly furnish such other relevant information as may be required by CEB.

8.5. Inspection

During the Construction Period, the Independent Engineer shall inspect the Facility at least once in a month and make a report of such inspection (“**Inspection Report**”) stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Scope of the Project and Specifications and Standards. It shall send a copy of the Inspection Report to CEB and Seller within 7 (Seven) days of such inspection and upon receipt thereof, Seller shall rectify and remedy the defects or deficiencies, if any, stated in the Inspection Report. Such inspection or submission of Inspection Report by the Independent Engineer shall not relieve or absolve Seller of its obligations and liabilities hereunder in any manner whatsoever.

8.6. Tests

- 8.6.1.** For determining that the Construction Works conform to the Specifications and Standards, CEB and the Independent Engineer shall be entitled to conduct inspections and attend the tests in factories, of suppliers of solar PV modules and the equipment comprised in the

Facility (“**Factory Tests**”) during the Construction Period. Seller shall inform CEB and the Independent Engineer in writing at least 60 (sixty) days in advance of the date(s) on and the location at which the Factory Tests shall be conducted. CEB shall confirm to Seller the names of the two CEB representatives who shall attend the Factory Tests. The cost of travel and accommodation by two (2) CEB representatives attending the Factory Tests shall be borne by CEB.

- 8.6.2.** Seller shall provide to CEB, certificates of the Factory Tests in relation to the equipment specified in Schedule A duly certified by an Independent Third Party Classification Society. For certifying the certificates of the Factory Tests, the Independent Third Party Classification Society shall require Seller to carry out or cause to be carried out tests, at such time and frequency and in such manner as may be specified by the Independent Third Party Classification Society from time to time, in accordance with Good Industry Practice for quality assurance. Seller shall, with due diligence, carry out or cause to be carried out all the tests in accordance with the instructions of the Independent Third Party Classification Society and furnish the results thereof to the Independent Third Party Classification Society. For the avoidance of doubt, the costs incurred on such tests and the costs to be incurred on any test which is undertaken for determining the rectification of any defect or deficiency shall be borne solely by Seller.
- 8.6.3.** CEB and the Independent Engineer will be allowed such access rights as are necessary for it to be able to ascertain any inspections during the Construction Period, provided that it minimizes any interference with work being undertaken and complies with the health and safety rules of Seller, the EPC Contractor, the supplier or any subcontractor of either of them. Such inspection by CEB and the Independent Engineer shall not reduce Seller’s obligations under this Agreement or relieve Seller of any liabilities or obligations under this Agreement.
- 8.6.4.** CEB may inspect and/or cause the Independent Engineer to inspect the construction and testing of the Facility during the Construction Period and notify Seller in writing of any deficiencies, discrepancies or non-conformity with the Specification and Standards and testing requirements specified in Schedules C, D, E and H. Seller shall comply with all reasonable requests of CEB and shall ensure uninterrupted access to CEB for such purpose. Seller shall ensure access to the Facility during their construction and commissioning to the Independent Engineer for such inspection. Such inspection by CEB or the Independent Engineer shall not relieve or absolve Seller of its obligations and liabilities under this Agreement in any manner whatsoever.
- 8.6.5.** Seller shall provide to CEB and the Independent Engineer with a copy of the manufacturer’s testing and commissioning procedures of the equipment installed in the Facility not later than 3 (three) months prior to the Scheduled Commercial Operation Date of the Facility and to commencement of the Pre-commissioning Test and Commissioning Test specified under Schedule H, whichever is earlier.

8.7. Delays during construction

Without prejudice to the provisions of Clause 8.3, if Seller does not achieve any of the Project Milestones set forth in Schedule F or the Independent Engineer shall have reasonably determined that the rate of progress of Construction Works is such that the Facility is not likely to be completed by the SCOD, it shall notify Seller and CEB to this effect, and Seller shall, within 15 (fifteen) days of such notice, by a communication through a formal letter inform the Independent Engineer and CEB in reasonable detail about the steps it proposes to take to expedite progress and the period within which it shall achieve the Commercial Operation Date.

8.8. Notice for Initial Energisation of the Interconnection Line

After the submission of the certificate of installation in respect of the Facility and the Seller Interconnection Facilities from the Independent Engineer certifying that the Facility and, Seller Interconnection Facilities has been built in accordance with Schedule A and Schedule D of this Agreement, Seller shall give CEB not less than 5 (five) Business Days' notice of the time it wishes to first energise the 22 kV interconnection line from CEB to the Facility.

8.9. Notice for Initial Synchronisation

Seller shall give CEB not less than 7 (seven) Days' notice of the time it wishes first to synchronise the Facility to the CEB System following successful completion of the Pre-commissioning tests under Schedule H, as certified and notified by the Independent Engineer.

ARTICLE 9: Commissioning Tests and Commercial Operation

9.1. Commissioning Tests

9.1.1. At least 30 (thirty) days prior to the likely date of commissioning of the Facility, Seller shall notify the Independent Engineer and CEB of its intent to subject the Facility to Commissioning Tests. The date and time of each of the tests shall be determined by the Independent Engineer in consultation with Seller and notified to CEB who may designate its representative(s) to witness the Commissioning Tests. Seller shall provide such assistance as the Independent Engineer may reasonably require for witnessing the Tests. In the event that Seller and the Independent Engineer fail to mutually agree on the dates for conducting the tests, Seller shall fix the dates by not less than 10 (ten) days' written notice to the Independent Engineer and CEB.

9.1.2. All Commissioning Tests shall be conducted in accordance with the testing procedures specified in Schedule H. The Independent Engineer shall observe, monitor and review the results of the tests to determine compliance of the Facility with this Agreement, and if it is reasonably anticipated or determined by the Independent Engineer during the course of any test that the performance of the Facility or any part thereof does not meet the provisions of this Agreement, it shall have the right to suspend or delay such test and require Seller to remedy and rectify the defects or deficiencies. Upon completion of each test, the Independent Engineer shall provide to Seller and CEB copies of all test data including detailed test results. For the avoidance of doubt, it is expressly agreed that the Independent Engineer may, at the cost of Seller, require Seller to carry out or cause to be carried out additional tests, in accordance with Good Industry Practice, for determining the compliance of the Facility with the Specifications and Standards and the Guaranteed Operating Characteristics.

9.2. Completion Certificate

Upon successful completion of the Commissioning Tests and submission of the test reports thereof by Seller, the Independent Engineer shall forthwith issue to CEB and Seller a certificate stating that the Facility has been successfully commissioned and tested in accordance with this Agreement and certifying that the Facility is fit to commence Commercial Operation ("**Completion Certificate**").

9.3. Commercial Operation Date

The Commercial Operation Date of the Facility shall be the Business Day following the Proclamation by the President of the Republic of Mauritius that the Facility has been found fit for commercial operation, in compliance with the Electricity Act 1939.

In the event the Electricity Act 2005 is proclaimed by the President of the Republic of Mauritius before the SCOD, CEB shall issue a Commercial Operation Certificate to Seller stating the date of the commercial operation of the Project ("**Commercial Operation Date**" or "**COD**") which shall be the Business Day following the issuance of the Commercial Operation Certificate.

9.4. Damages for Delay

9.4.1. Subject to the provisions of Clause 8.3, if COD does not occur prior to the Scheduled Commercial Operation Date, unless the delay is on account of reasons solely attributable to CEB or due to Force Majeure or due to Government Instrumentality provided that the Independent Engineer has issued the Completion Certificate in accordance with Clause 9.2 on or before the SCOD, Seller shall pay Damages to CEB in a sum calculated at the rate of 1% (one per cent) of the amount of Development Security for delay of each day until COD is achieved. The said Damages shall be appropriated from the Development Security progressively on a monthly basis.

9.4.2. In the event that the COD is not achieved within 60 days from the SCOD, unless any delay is on account of reasons solely attributable to Government Instrumentality provided that the Independent Engineer has issued the Completion Certificate in accordance with Clause 9.2 on or before the SCOD, the same shall constitute a Seller Default and CEB shall be entitled to terminate the Agreement and to encash the entire Development Security in accordance with Clause 16.1.2 and appropriate the proceeds thereof.

9.5. Seller shall deliver to CEB the final as-built drawings and copies of all equipment related certificates for the Facility together with 2 (two) copies of the final operation and maintenance manuals for the Facility in electronic format no later than 1 (one) month after the Commercial Operation Date.

9.6. Rescheduling of Tests

If the Independent Engineer certifies to CEB and Seller that it is unable to issue the Completion Certificate, as the case may be, because of events or circumstances on account of which the tests could not be held or had to be suspended, Seller shall be entitled to re-schedule the tests and hold the same as soon as reasonably practicable.

ARTICLE 10: Operation, Maintenance and Safety

10.1. O&M obligations of Seller

10.1.1. During the Operation Period, Seller shall operate and maintain the Facility in accordance with this Agreement and if required, modify, repair or otherwise make improvements to the Facility to comply with the provisions of this Agreement, Applicable Laws and Applicable Permits, and conform to the Specifications and Standards, the Guaranteed Operating Characteristics, the Operating Procedures and Good Industry Practice. The obligations of Seller hereunder shall include:

- (a) ensuring safe, smooth and uninterrupted supply of electricity from the Facility during normal operating conditions;
- (b) undertaking operation and maintenance of the Facility in an efficient, coordinated and economical manner, and making available the Contract Energy to CEB in accordance with Applicable Laws;
- (c) carrying out maintenance of the Facility in accordance with Good Industry Practice;
- (d) undertaking major maintenance such as replacement, repairs to structures, and repairs and refurbishment of associated plants and equipment;
- (e) protection of the environment thereof; and
- (f) complying with Safety Requirements.

10.1.2. Seller shall remove promptly from the Facility all surplus construction machinery and materials, waste materials (including hazardous materials and waste water), rubbish and other debris (including, without limitation, accident debris) and keep the Facility in a clean, tidy and orderly condition, and in conformity with the Applicable Laws, Applicable Permits and Good Industry Practice.

10.2. Curtailment

10.2.1. CEB shall be entitled to curtail the production of the Facility by issuing a Curtail Instruction in accordance with the Operating Procedures (“**Curtailment**”), without any compensation for a period of 20 (twenty) Daylight Hours in any Contract Year.

10.2.2. Seller shall comply with the Curtail Instruction within a period of 30 (thirty) seconds of the request made by CEB.

10.2.3. In the event that CEB curtails the Facility in excess of 20 (twenty) Daylight Hours in any Contract year, CEB shall, subject to 10.2.2, pay to Seller the Deemed Energy Payment for any additional hour (or part thereof) in excess of the 20 (twenty) Daylight Hours calculated in accordance with Clauses 4.6.2 of this Agreement. Deemed Energy shall be remunerated in accordance with Schedule I.

10.2.4. In the event that Seller fails to comply with any Curtail Instruction in accordance with Clauses 10.2.1 and 10.2.2, CEB shall be entitled to disconnect the Facility and Deemed Energy shall not be applicable.

10.2.5. CEB shall promptly inform Seller when the event of Curtailment has ceased and Seller shall be entitled to export Contract Energy without any restrictions at the Point of Delivery.

10.3. ESPA Operating Committee

10.3.1. An operating committee shall be established at least 1 (one) month prior to the Scheduled Commercial Operation Date for the purpose of dealing with the issues relating to coordination of supply of electricity and Ancillary Services by Seller.

10.3.2. Seller and CEB shall be entitled to nominate up to 3 (three) representatives each who shall be the members of this operating committee ("**ESPA Operating Committee**"). The Parties shall notify each other of their representatives and/or their replacements to the ESPA Operating Committee.

10.3.3. The first chairman of the ESPA Operating Committee shall be appointed by CEB and shall be changed for every Contract Year, with each Party entitled to appoint an alternate chairman. The Parties agree that the chairman shall not have a casting vote.

10.3.4. The quorum for a meeting of the ESPA Operating Committee shall be at least 2 (two) members nominated by CEB and 2 (two) members nominated by Seller, present and voting. Every resolution to be passed at a meeting of the ESPA Operating Committee shall require the unanimous approval of the members present at such a meeting.

10.3.5. The Parties acknowledge that their respective representative on the ESPA Operating Committee shall have no authority to give any undertakings on behalf of their respective nominating Party, to bind the nominating Parties to any obligation, to make any representation on behalf of their respective nominating Party, to resolve any Dispute or refer any Dispute or to modify the terms or conditions of this Agreement, in writing, orally, by conduct or otherwise.

10.4. Forecasting

10.4.1. During the Operation Period, Seller shall have the capability to produce and submit to CEB a forecast in MW, at every interval of 30 minutes, for the following week of the Facility ("**One Week Ahead Production Forecast**"). The One Week Ahead Production Forecast shall be submitted by 16.00 Hours each Monday for the period from 00.00 Hours on the next following Tuesday to 24.00 Hours on the immediately following Monday. Seller shall submit the One Week Ahead Production Forecast in writing and e-mail to the CEB.

10.4.2. Notwithstanding the provisions of Clause 10.4.1, Seller shall also have the capability to produce and submit to the System Control Centre a forecast in MW, at every interval of 30 minutes, for the following day of the Facility ("**One Day Ahead Production Forecast**"). The One Day Ahead Production Forecast shall be submitted by 17:00 hours on the previous day. The One Day Ahead Production Forecast shall be submitted by means of an electronic interface and in a format reasonably acceptable to CEB.

10.4.3. In addition to the One Day Ahead Production Forecast, Seller shall also submit to CEB at every interval of 30 minutes, a revised forecast for the next half hour from the Facility (“**Revised Forecast**”).

10.4.4. Seller shall submit the One Day Ahead Production Forecast and the Revised Forecast through a communication system to be approved by CEB no later than 3 (three) months prior to the Scheduled Commercial Operation Date. Seller shall successfully commission the communication system no later than 1 (one) month prior to the Scheduled Commercial Operation Date.

10.5. Forecasting Penalties

10.5.1. In the event that the electrical power generated by the Facility and metered by the CEB Meter at the Point of Delivery is not within the Forecast Tolerance of the Revised Forecast, Seller shall be liable for penalties calculated in accordance with Clause 10.5.3.

10.5.2. The following data shall be used for the assessment of forecasting penalties:

- (a) average power at 30 (thirty) minutes interval as recorded by the metering procedures set forth under Article 12; and
- (b) Revised Forecast submitted by Seller in accordance with Clause 10.4.3.

10.5.3. The penalty for forecasting error shall be determined as follows:

$$P_A = 0.15 \times ST_t \times FEH \times P_{Err}$$

where:

P_A = applicable penalty for each event of forecasting error;

ST_t = Standard Tariff as calculated according to Schedule I;

FEH = duration of each event of Forecasting Error in Hours; and

P_{Err} = difference between the metered power output of the Facility in accordance with Article 12 and the Forecast Tolerance expressed in kW as a positive number.

For the avoidance of doubt and by way of example only, Forecasting Penalties shall be calculated as per the examples set forth under Schedule L of this Agreement.

The monthly applicable penalty for forecasting error, if any, shall be set off against monthly energy payments pursuant to Clause 13.3.

10.5.4. In the event that Seller does not submit the Revised Forecast, the One Day Ahead Production Forecast shall be used for the calculation of penalties in accordance with this Clause 10.5.

10.5.5. In the event that Seller does neither submit the Revised Forecast nor the One Day Ahead Production Forecast, the One Week Ahead Production Forecast shall be used for the calculation of penalties in accordance with this Clause 10.5. For avoidance of doubt, the Revised Forecast for the purpose of calculating the Forecasting Penalty shall be 0MW in the event no forecast is submitted by Seller.

10.6. Operating Procedures

10.6.1. Seller shall procure, at all times during the Operation Period, that the Facility be operated in accordance with the operating procedures set forth in Schedule G (“**Operating Procedures**”) as may be amended or supplemented by Clauses 10.6.1 and 10.6.3.

10.6.2. No later than 30 (thirty) days prior to the Scheduled Commercial Operation Date, Seller shall, in consultation with the Independent Engineer, review the Operating Procedures and shall carry out the necessary modifications in the Operating Procedures as may be reasonable in the circumstances.

10.6.3. The Operating Procedures shall be revised and updated as and when required and the provisions of this Clause 10.6 shall apply, *mutatis mutandis*, to such revision.

10.7. Maintenance Programme

10.7.1. On or before the COD and no later than 45 (forty-five) days prior to the beginning of each Contract Year during the Operation Period, as the case may be, Seller shall provide to CEB, its proposed annual programme of preventive and other scheduled maintenance (“**Maintenance Programme**”) complying with the Guaranteed Operating Characteristics, Operating Procedures and Safety Requirements.

10.7.2. Within 15 (fifteen) days of receipt of the Maintenance Programme, CEB shall review the same and convey its comments to Seller with particular reference to its conformity with the Guaranteed Operating Characteristics, Operating Procedures and Safety Requirements.

10.7.3. Seller may modify, as may be reasonable in the circumstances, the agreed Maintenance Programme pursuant to Clause 10.7.2, subject to and the approval of the CEB upon submission by Seller of a prior notice of at least 30 (thirty) days. The procedures specified in Clauses 10.7.1 and 10.7.2 shall apply *mutatis mutandis* to such modifications.

10.8. Forced Outage

10.8.1. If, in the reasonable opinion of Seller, there exists an Emergency at the Facility which warrants shut-down of the whole or any part of the Facility, Seller shall be entitled to shut down the whole or any part of the Facility for so long as such Emergency and the consequences thereof warrant; provided that particulars of such Emergency shall be notified by Seller to CEB without any delay, and Seller shall diligently carry out and abide by any reasonable directions that CEB may give for dealing with such Emergency.

10.8.2. Seller shall re-synchronise the Facility or the affected part thereof as soon as practicable after the circumstances leading to its shut-down have ceased to exist or have so abated as to

enable Seller to re-synchronise the Facility. Seller shall notify CEB of the same without any delay.

10.9. Restoration of loss or damage to the Facility

Save and except as otherwise expressly provided in this Agreement, in the event that the Facility or any part thereof suffers any loss or damage during the Term from any cause whatsoever, Seller shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Facility conforms to the provisions of this Agreement.

10.10. Modifications to the Facility

Seller shall not carry out any Material Modifications to the Facility save and except where such modifications are necessary for the Facility to operate in conformity with the Specifications and Standards, Guaranteed Operating Characteristics, Operating Procedures, Good Industry Practice and Applicable Laws; provided that Seller shall notify CEB of the proposed modifications along with particulars thereof at least 30 (thirty) days before commencing work on such modifications and shall reasonably consider any suggestions that CEB may make within 15 (fifteen) days of receiving Seller's proposal. For the avoidance of doubt, if any modification to the Facility has a material effect on the safety of users or integrity of optimal system operation, the same shall be subject to safety related certification in accordance with Applicable Laws. For the avoidance of doubt, all modifications made hereunder shall comply with the Specifications and Standards, Applicable Laws and the provisions of this Agreement.

10.11. Excuse from performance of obligations

Seller shall not be considered in breach of its obligations under this Agreement if any part of the Facility is not available to CEB on account of any of the following for the duration thereof:

- (a) an event of Force Majeure;
- (b) measures taken to ensure the safe use of the Facility except when unsafe conditions occurred because of failure of Seller to perform its obligations under this Agreement; or
- (c) compliance with a request from CEB or the directions of any Government Instrumentality, the effect of which is to close all or any part of the Facility.

Notwithstanding the above, Seller shall keep available all unaffected parts of the Facility provided they can be operated safely.

10.12. Safety Requirements

Seller shall comply with the provisions of this Agreement, Applicable Laws and Applicable Permits and conform to Good Industry Practice for securing the safety of its employees, other persons living/ working close to the Site ("**Safety Requirements**").

10.13. Annual Operating Plan

No later than 30 (thirty) Days prior to the start of each Contract Year during the Term, Seller shall provide CEB with an operating plan for the Facility for the 12 (twelve) month period commencing on the first day of the next succeeding Contract Year ("**Annual Operating Plan**"). The plan shall include the expected availability of the Facility and deliveries of Net Energy from the Facility on a monthly basis. The Annual Operating Plans are intended to assist CEB in planning activities and shall not be treated as guarantees of the timing of deliveries of Net Energy.

ARTICLE 11: Monitoring of Operation and Maintenance

11.1. Operation Report

During the Operation Period, CEB may at any time require, by notice in writing, Seller to furnish such information and data as may be required by CEB. Seller shall, no later than 15 (fifteen) days from receipt of such notice, furnish such information and data as may be required by CEB.

11.2. Records

11.2.1. Seller shall maintain a complete and accurate log of all material operations and maintenance information on a daily basis. Such log shall indicate information on the Facility's operations, including solar irradiation, electrical characteristics of the Facility, control settings or adjustments of equipment and protective devices. Such log shall also indicate information on each solar PV array box and Solar PV Inverters and its associated metering system as regards to the power production, efficiency, availability, maintenance performed, outages, results of inspections, manufacturer recommended services and replacements.

11.2.2. Seller shall also grant CEB online access to the SCADA system necessary to monitor the operation of the Facility in accordance with Schedule D.

11.2.3. Seller shall maintain all books and records (including the revenues from Tariff payments and all incomes derived/collected by it from or on account of the Facility), income, expenditure, payments, assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits. CEB shall have the right to inspect the records of Seller during office hours and require copies of records and the relevant extracts of books of accounts, duly certified by the statutory auditors, to be provided to CEB for verification of basis of payments, and in the event of any discrepancy or error being found, the same shall be rectified and such rectified account shall form the basis of payments by either Party under this Agreement.

11.3. Audited Financial Statements

11.3.1. Seller shall prepare, in respect of its financial year, financial statements in respect of the Facility. Such financial statements shall be audited by an approved licensed auditor appointed by Seller under the Laws of the Republic of Mauritius who shall prepare a report stating their opinion on the financial statements.

11.3.2. Seller shall deliver to CEB a copy of the audited accounts referred in Clause 11.3.1 above as soon as reasonably practicable and in any event not later than 6 (six) months after the end of each financial year.

11.3.3. Notwithstanding the provisions of Clause 11.3.1, Seller shall keep or cause to be kept details of the Facility's expenditures, costs and expenses which are actually incurred in the course of its ordinary business during the term of the Agreement in the form of the Financial Package and the Financial Model submitted to CEB pursuant to Clause 3.1.2. (f). Seller shall submit such details in the form and within reasonable time specified by CEB.

ARTICLE 12: Metering**12.1. Metering**

12.1.1. CEB shall install a main electric metering device (“**CEB Main Meter**”) and a back-up electric metering device (“**CEB Back-up Meter**”).

12.1.2. The CEB Meters shall be:

- (a) installed at the Point of Delivery on or before the Scheduled Commercial Operation Date, owned, operated and maintained by CEB;
- (b) used to measure the electrical energy delivered to CEB by Seller and Import Energy made available to Seller by CEB at the Point of Delivery;
- (c) secured in a locked enclosure; and
- (d) sealed and only CEB shall break the seal when such CEB Meter is to be inspected and tested or adjusted in accordance with Clauses 12.1.4 and 12.2.

12.1.3. Seller may install on or before the Scheduled Commercial Operation Date, own and maintain, at its own expense, backup electric metering device (“**Seller Back-Up Meter**”) in addition to the CEB Meters, which installation and maintenance shall be performed in a manner reasonably acceptable to CEB. The Seller Back-Up Meter, if installed, shall be capable of recording both the export of electrical energy from the Facility and the import of electrical energy by the Point of Delivery. Seller’s metering system shall be totally separate from the CEB Meters.

12.1.4. CEB, at its own expense, shall check the correctness of each CEB Meter by performing a load test not later than the earlier of the following:

- (a) 30 (thirty) Days after the CEB Main Meter and CEB Back-up Meter are installed by CEB; or
- (b) the Day before the date of first delivery at the Point of Delivery of any Net Energy from the Facility.

CEB, at its own expense, shall inspect each the CEB Meter upon installation and at least once every year thereafter. CEB shall check the certification of the CEB Meters through an accuracy test at least once every 4 (four) years thereafter or at any time the readings of Net Energy from the CEB Meter and the Seller Back-up Meter (if applicable) differ by an amount greater than 0.5% (one-half of one per cent) in accordance with the procedures mutually agreed by the Parties thereafter. CEB shall provide to Seller with reasonable advance notice of, and permit representatives of Seller to witness and verify, such inspections and tests, provided, however, that Seller shall not unreasonably interfere with or disrupt the activities of CEB and shall comply with all of CEB’s safety standards

12.1.5. Seller, at its own expense, shall inspect the Seller Back-Up Meter (if applicable) upon installation and at least once every year thereafter. Seller shall check the certification of the Seller Back-up Meter (if applicable) through an accuracy test at least once every 4 (four) years, or at any time the readings of Net Energy from the Seller Back-up Meter (if applicable) and the CEB Meters differ by an amount greater than 0.5% (one half of one

percent) in accordance with the procedures mutually agreed by the Parties. The Seller Back-up Meter (if applicable) shall be sealed in the presence of CEB and Seller and only CEB shall break the seal when the Seller Back-up Meter (if applicable) is to be inspected, tested or calibrated or recalibrated in accordance with this Clause 12.1.5 and Clause 12.2.1.

12.2. Inspection and Calibration

12.2.1. If a CEB Meter or the Seller Back-up Meter (if applicable) is found to be defective or inaccurate, it shall be promptly adjusted, repaired, replaced, and/or recalibrated as near as practicable to a condition of zero error by CEB or Seller, respectively, at its own expense. If Seller believes that either the CEB Meter is inaccurate it shall inform CEB accordingly, requesting that the relevant CEB Meter's accuracy be tested, and CEB shall test the relevant CEB Meter within a reasonable time in the presence of Seller's representative. Seller shall bear the cost of such test requested if the relevant CEB Meter is not found to be defective on testing.

12.2.2. If a CEB Main Meter fails to register or if the measurement made by a CEB Main Meter is found upon testing to be inaccurate by more than 0.5% (one half of one per cent), an adjustment shall be made correcting all measurements by the inaccurate or defective CEB Main Meter for both the amount of the inaccuracy and the period of the inaccuracy, in the manner set forth in Clauses 12.3 and 12.4.

12.3. Procedure in the Event of Defective Meter

12.3.1. In the event that the CEB Main Meter is found to be defective or inaccurate by more than 0.5% (one half of one percent) with respect to the Seller Back-up Meter (if applicable) the Parties shall use the CEB Back-Up Meter for the purpose of the Agreement as from the later of:

- (a) the date on which the Parties accepted the meter readings; and
- (b) the date on which the Party were informed of the inaccuracy in writing, up to the point when the CEB Main Meter has been removed, tested, replaced (if found to be inaccurate), reinstalled and functioning properly at the Point of Delivery provided that the CEB Back-up Meter has been tested or maintained in accordance with the provisions of Clause 12, failing which resort shall be made to Clause 12.3.2 or Clause 12.3.3, as the case may be.

12.3.2. In the event that the CEB Main Meter and the CEB Back-up Meter are both found to be defective or inaccurate by more than 0.5% (one half of one per cent) with respect to the Seller Back-Up Meter (if applicable), the Parties shall use the Seller Back-Up Meter (if applicable) for the purpose of this Agreement as from the later of:

- (a) the date on which the Parties accepted the meter readings; and
- (b) the date on which the Party were informed of the inaccuracy in writing, up to the point when the CEB Main Meter and CEB Back-up Meter have been removed, tested, replaced (if found to be inaccurate), reinstalled and functioning properly at the Point of Delivery, provided that the Seller Back-up Meter (if applicable) has been tested or maintained in accordance with the provisions of Clause 12, failing which resort shall be made to Clause 12.3.3.

12.3.3. In the event that the CEB Main Meter, the CEB Back-up Meter and the Seller Back-Up Meter (if applicable) are found to be defective or inaccurate by more than 0.5% (one half of one per cent), or have not been tested or maintained in accordance with Clause 12, CEB shall install a temporary CEB Meter at the Point of Delivery for the purpose of this Agreement. The temporary CEB Meter shall be used for the purpose of this Agreement as from the later of:

- (a) the date on which the Parties accepted the meter readings; and
- (b) the date on which the Party were informed of the inaccuracy in writing, up to the point when the CEB Main Meter, the CEB Back-up Meter and the Seller Back Meter (if applicable) have been removed, tested, replaced (if found to be inaccurate), reinstalled and functioning properly at the Point of Delivery.

12.4. In the event that the Parties cannot agree pursuant to Clause 12.3 on the actual period during which the inaccurate measurements were made, the period during which the measurements are to be adjusted shall be the shorter of:

- (a) the previous date on which CEB and Seller accepted the meter readings to the test that found the CEB Meters and the Seller Back-up Meter (if applicable) to be defective or inaccurate;
- (b) the last half of the period from the last previous test of the CEB Main Meter to the test that found the CEB Main Meter to be defective or inaccurate; and
- (c) the 90 (ninety)-Day period immediately preceding the test that found the CEB Main Meter to be defective or inaccurate.

12.5. To the extent that the adjustment period covers a period of deliveries for which payment has already been made by CEB, CEB shall use the corrected measurements as determined in accordance with Clause 12.3 to re-compute the amount due for the period of the inaccuracy and CEB shall subtract the previous payments by CEB for this period from such recomputed amount. If the difference between the recomputed payment and the amount paid is a:

- (a) positive number, the difference shall be paid by CEB to Seller; and
- (b) negative number, the difference shall be paid by Seller to CEB (ignoring the negative value),

in each case with interest at the rate of the Standard Interest per year computed on the relevant amount from the shortfall amount ought to have been paid by CEB in accordance with this Agreement or the date the payment of excess amount was made by CEB, as the case may be, up to the date of payment.

12.6. The Parties acknowledge that the CEB Meters and the Seller Back-up Meter (if applicable) shall be configured to measure output at 5 (five) minute intervals at the Point of Delivery, by reference to the average output of the Facility over the preceding 30 (thirty) minutes. The CEB Meters and the Seller Back-up Meter (if applicable) internal clocks shall be synchronised with the GPS clock at least once every month or at any time the readings of the clock of each Meter differ by an amount greater than 1 (one) minute with the GPS time.

ARTICLE 13: Billing and Payment

13.1. General

13.1.1. From the Commercial Operation Date, CEB shall pay to Seller the Monthly Energy Charge on or before the Due Date, in accordance with this Article 13 and Schedule I.

13.1.2. All Tariff Payments by CEB shall be in MUR.

13.2. Billing Provision

13.2.1. Seller Invoices

- (a) Seller shall issue to CEB a signed Monthly Invoice / Supplementary Invoice for the billing period of the immediately preceding month (“**Seller Invoice**”) not later than 7 (seven) Business Days of the next Month.
- (b) The Tariff payment under this Agreement shall be invoiced by Seller and shall be paid by CEB in accordance with the following provisions.
- (c) Seller shall submit the Seller Invoice to CEB, which shall include:
 - (i) Energy calculations for the relevant period;
 - (ii) Seller’s computation of various components of the Monthly Invoice in accordance with this Agreement; and
 - (iii) supporting data, documents and calculations in accordance with this Agreement.
- (d) The Seller Invoice billed to CEB shall be in accordance with the provisions of this Agreement. If for certain reasons some of the charges which otherwise are in accordance with this Agreement, cannot be included in the main Seller Invoice, such charges shall be invoiced as soon as possible through Supplementary Invoice(s).
- (e) The Invoice(s) of Seller shall be paid in full subject to the condition that:
 - (i) there is no apparent arithmetical error in the Invoice(s); and
 - (ii) the Invoice (s) is/are claimed as per the Tariff in accordance with this Agreement.
- (f) If CEB disputes any amount, it shall pay according to Clause 13.5.8 and file a written objection with Seller within 15 (fifteen) Business Days of presentation of the Invoice, giving following particulars:
 - (i) item disputed, with full details / data and reasons of Dispute; and
 - (ii) amount disputed against each item.
- (g) All amounts payable under this Agreement are exclusive of VAT. If VAT is or will be imposed on any service or supply, which is the subject of a Seller Invoice, Seller may invoice CEB for that additional amount.

13.2.2. CEB Invoices

- (a) CEB may deliver to Seller a signed Monthly Invoice or any other Invoice, including a Supplementary Invoice for any payments due by Seller to CEB under this Agreement (“**CEB Invoice**”)
- (b) All amounts payable under this Agreement are exclusive of VAT. If VAT is or will be imposed on any service or supply, which is the subject of a CEB Invoice, CEB may invoice Seller for that additional amount.

13.3. Payments

13.3.1. Unless otherwise specified herein, payments due under this Agreement shall be due and payable within 30 (thirty) days of the receipt of the Seller Invoice/CEB Invoice/Supplementary Invoice (“**Due Date**”) to the designated account of Seller or CEB, where applicable.

13.3.2. All payments required to be made under this Agreement shall only include any deduction or set off for:

- (i) deductions required by Applicable Law;
- (ii) amount pending towards CEB Share in accordance with Clause 20.9.8; and
- (iii) penalty for forecasting error calculated in accordance with Clause 10.5.

It is clarified that CEB shall be entitled to claim any set off or deduction under this Article, after expiry of the said thirty (30) days period.

13.3.3. Seller shall open a MUR bank account in Mauritius (“**Seller Designated Account**”) for all Tariff payments to be made by CEB to Seller, and notify CEB of the details of such account at least 30 (thirty) days before the dispatch of the first Seller Invoice to CEB. CEB shall also designate a MUR bank account (“**CEB Designated Account**”) for payments to be made by Seller to CEB, if any, and notify Seller of the details of such account at least 30 (thirty) days before the dispatch of the first CEB Invoice to Seller. Seller and CEB shall instruct their respective bankers to make all payments under this Agreement to CEB Designated Account or the Seller Designated Account, as the case may be, and shall notify either Party of such instructions on the same day. In the event of any change of the designated account of any Party, that Party shall at least 10 (ten) Business Days prior to the Due Date of any Invoice inform the other Party of the details of such new designated account and same shall be used for the purpose of this Clause 13.3.3 .

13.4. Late Payment Surcharge

In case the payment of any Invoice for charges payable under this Agreement is delayed by either Party (“**Owing Party**”) beyond its Due Date, a Late Payment Surcharge shall be payable by the Owing party to the Owed Party at the rate of the Standard Interest per year

on the outstanding amount, calculated on a day to day basis for each day of the delay, compounded on monthly rests.

The Late Payment Surcharge payable by:

- (i) CEB, shall be claimed by Seller through the next Seller Invoice; and
- (ii) Seller, shall be claimed by CEB through a CEB Invoice.

13.5. Disputed Invoice

13.5.1. If a Party does not dispute a Monthly Invoice or a Supplementary Invoice raised by the other Party within 15 (fifteen) Business Days of receiving it, such Invoice shall be taken as conclusive for payment of the Invoiced amount.

13.5.2. If a Party disputes the amount payable under a Monthly Invoice or a Supplementary Invoice, as the case may be, that Party shall, within 15 (fifteen) Business Days of receiving such Invoice, issue a notice ("**Invoice Dispute Notice**") to the invoicing Party setting out:

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

13.5.3. If the invoicing Party agrees to the claim raised in the Invoice Dispute Notice, the invoicing Party shall revise such Invoice within 10 (ten) Business Days of receiving such notice and make a refund to the disputing Party within 10 (ten) Business Days of receiving such notice.

13.5.4. If the invoicing Party does not agree to the claim raised in the Invoice Dispute Notice, it shall, within fifteen (15) Business Days of receiving the Invoice Dispute Notice, furnish a notice ("**Invoice Disagreement Notice**") to the disputing Party providing:

- (i) reasons for its disagreement;
- (ii) its estimate of what the correct amount should be; and
- (iii) all written material in support of its counter-claim.

13.5.5. Upon receipt of the Invoice Disagreement Notice under Clause 13.5.4, authorised representative(s) of each Party shall meet and make best endeavors to amicably resolve the dispute within fifteen (15) Business Days of receipt of the Invoice Disagreement Notice.

13.5.6. If the Parties do not amicably resolve the dispute within fifteen (15) days of receipt of the Invoice Disagreement Notice, the matter shall be referred to the Dispute Resolution Procedure in accordance with Article 19.

13.5.7. If a dispute regarding a Monthly Invoice or a Supplementary Invoice is settled pursuant to Clause 13.5.5 or by Dispute Resolution mechanism provided in this Agreement in favour of the Party that issues an Invoice Dispute Notice, the other Party shall refund the amount, if any incorrectly charged and collected from the disputing Party within ten (10) Business

Days of the dispute either being amicably resolved by the Parties pursuant to Clause 13.5.5 or settled by the Dispute Resolution Procedure along with interest at the rate of the Standard Interest per year .

13.5.8. For the avoidance of doubt, it is clarified that in the event of a Dispute regarding an Invoice, CEB or Seller shall be under an obligation to make payment of 100% of the undisputed amount of the Monthly Invoice on or before the Due Date.

13.6. Annual Reconciliation

Both Parties acknowledge that all payments made against Monthly Invoices, and Supplementary Invoices shall be subject to an annual reconciliation at the end of each Contract Year to take into account energy adjustment, tariff adjustment payments, Late Payment Surcharge, etc. The Parties, therefore, agree that as soon as all such data in respect of any Contract Year, as the case may be, has been finally verified and adjusted, Seller shall issue a reconciliation statement. The annual reconciliation shall also take into account excess payment, if any, made by CEB to Seller by way of paying applicable Tariff for procuring energy beyond the Standard Energy in a Contract Year. The Owed Party shall issue a Supplementary Invoice setting out the amount payable by the Owing Party under the reconciliation statement (“**Annual Payment Adjustment**”). The Owing Party shall pay the Annual Payment Adjustment to the Owed Party on or before the Due Date. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Clause 13.5 and Article 19.

13.7. Payment of Supplementary Invoices

13.7.1. Either Party may raise an Invoice to the other Party (“**Supplementary Invoice**”) for payment on account of adjustments required pursuant to the annual reconciliation, as the case may be and such Invoice shall be paid by the other Party.

13.7.2. CEB shall remit all amounts due under a Supplementary Invoice raised by Seller to Seller's Designated Account by the Due Date and notify Seller of such remittance on the same day. Similarly, Seller shall pay all amounts due under a Supplementary Invoice raised by CEB by the Due Date to CEB's designated bank account and notify CEB of such payment on the same day.

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

ARTICLE 14: Insurance**14.1. Insurance**

14.1.1. Seller shall effect and maintain at its own cost, during the Construction Period and the Operation Period, such insurances for such maximum sums as may be required under the Financing Agreements and the Applicable Laws, and such insurances set forth in Schedule K and as may be necessary or prudent in accordance with Good Industry Practice. Seller shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on CEB as a consequence of any act or omission of Seller during the Construction Period. Seller shall procure that in each insurance policy, CEB shall be named as a co-insured. For the avoidance of doubt, the level of insurance to be maintained by Seller after repayment of Lead Lenders' dues in full shall be determined on the same principles as applicable for determining the level of insurance prior to such repayment of Lead Lenders' dues.

14.1.2. Without prejudice to the provisions contained in Clause 14.1.1, Seller shall, during the Construction Period and the Operation Period, procure and maintain Insurance Cover including but not limited to the following:

- (i) the list of insurances as specified under Schedule K;
- (ii) loss, damage or destruction of the Project Assets, at replacement value;
- (iii) comprehensive third party liability insurance including injury to or death of personnel of CEB, Independent Engineer or others caused by the Facility;
- (iv) Seller's general liability;
- (v) liability to third parties for goods or property damage;
- (vi) workmen's compensation insurance; and
- (vii) any other insurance that may be necessary to protect Seller and its employees, including all Force Majeure Events that are insurable at commercially reasonable premiums and not otherwise covered in items (i) to (vi) above.

14.2. Notice to CEB

No later than 45 (forty five) days prior to commencement of the Construction Period or the Operation Period, as the case may be, Seller shall by notice furnish to CEB, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 14. Within 30 (thirty) days of receipt of such notice, CEB may require Seller to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.

14.3. Evidence of Insurance Cover

All insurances obtained by Seller in accordance with this Article 14 shall be maintained with

insurers on terms consistent with Good Industry Practice. Within 15 (fifteen) days of obtaining any insurance cover and payment of the insurance premiums, Seller shall furnish to CEB, certified true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty-five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by Seller to CEB.

14.4. Remedy for failure to insure

If Seller shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, CEB shall keep in force any such insurances, and pay such premia and recover the costs thereof from Seller.

14.5. Waiver of Subrogation

All insurance policies in respect of the insurance obtained by Seller pursuant to this Article 14 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, CEB, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

14.6. Seller's Waiver

Seller hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, CEB and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which Seller may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by Seller pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

14.7. Application of insurance proceeds

The proceeds from all insurance claims, except life and injury, shall be paid to Seller and it shall apply such proceeds for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Facility, and the balance remaining, if any, shall be applied in accordance with the provisions contained in its behalf in the Financing Agreements.

ARTICLE 15: Force Majeure

15.1. Force Majeure

As used in this Agreement, the expression “**Force Majeure**” or “**Force Majeure Event**” shall mean occurrence in the Republic of Mauritius of any or all of events or circumstances set out in Clause 15.2 below, if it affects the performance by the Party claiming the benefit of Force Majeure (“**Affected Party**”) of its obligations under this Agreement and which act or event:

- (i) is beyond the reasonable control of the Affected Party; and
- (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice; and
- (iii) has Material Adverse Effect on the Affected Party.

15.2. Force Majeure Events

A Force Majeure shall mean one or more of the following acts or events:

- (a) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo or revolution;
- (b) radioactive contamination or ionising radiation originating from a source in the Republic of Mauritius or resulting from another Force Majeure Event;
- (c) any riot, insurrection, civil commotion, act or campaign of terrorism that is of a political nature, including actions associated with or directed against Seller or its sub-contractors as part of a broader pattern of actions against companies or facilities in the Republic of Mauritius with foreign ownership or management;
- (d) any of the Applicable Permits not being granted by relevant Authorities upon application having been duly made by Seller and diligent efforts having been made by Seller to obtain such Applicable Permits;
- (e) any strike, work-to-rule or go-slow (even if such differences could be resolved by conceding to the demands of a labour group) which is not primarily motivated by a desire to influence the actions of Seller so as to preserve or improve conditions of employment, and:
 - (i) is part of an industry-wide strike, work-to-rule or go-slow, in response to the coming into force, modification, repeal, or change in the interpretation of application of any Law of the Republic of Mauritius after the date of this Agreement;
 - (ii) is by the employees of any Public Sector Entity in response to the coming into force, modification, repeal or change in the interpretation of any Law of Mauritius after the date of this Agreement; or
 - (iii) is caused by a Force Majeure Event;
- (f) Change in Law;

(g) the discovery of mines or munitions on or adjacent to the Site or the site for the Seller Interconnection Facilities rendering operation of the Facility impossible without imposing risk on any persons or property at or on the Site;

(h) expropriation, management takeover, compulsory acquisition, requisition or nationalisation by any Public Sector Entity of:

(i) any shares in Seller if the result would be for such Public Sector Entity (whether alone or together with any other Public Sector Entities) to acquire ownership or control of a majority of the shares in Seller or the right to control or direct the composition or decisions of the board of directors or the management of Seller; or

(ii) the Facility.

(i) earthquake, flood, lightning, drought or other sudden acts of the elements on a level that exceeds the design criteria of the Facility;

(j) fire, explosion, chemical contamination, subsidence, meteorites, and the occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds or nuclear explosions;

(k) any judgement or order of any court of competent jurisdiction or statutory authority made against Seller in any proceedings for reasons other than:

(i) failure of Seller to comply with any Applicable Law or Applicable Permit;

(ii) on account of breach of any Applicable Law or Applicable Permit or of any contract;

(iii) enforcement of this Agreement; or

(iv) exercise of any of its rights under this Agreement by CEB;

(l) unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorisation, no objection certificate, consent, approval or exemption required by Seller or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from Seller's or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, licence, authorisation, no objection certificate, exemption, consent, approval or permit;

(m) epidemic or plague;

(n) any strike, work-to-rule or go-slow (even if such difficulties could be resolved by conceding to the demands of a labour group) that have a nationwide impact in the Republic of Mauritius;

(o) any event, circumstance or combination of events or circumstances of the following type

that occurs outside the Republic of Mauritius and does not directly involve the Republic of Mauritius:

- (i) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, or act or campaign of terrorism; or
- (ii) radioactive contamination or ionising radiation originating from a source outside Mauritius;
- (p) any event or circumstance of a nature analogous to any of the foregoing.

15.3. Duty to report Force Majeure Event

15.3.1. Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of;

- (a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 15 with evidence in support thereof;
- (b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- (c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- (d) any other information relevant to the Affected Party's claim.

15.3.2. The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

15.3.3. For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 15.3.1, and such other information as the other Party may reasonably request the Affected Party to provide.

15.3.4. The Affected Party shall, as soon as practicable after cessation of such Force Majeure Event, give notice in writing to the other Party of the cessation of such event of Force Majeure.

15.4. Effect of Force Majeure

Unless otherwise specified in this Agreement, any time limits and deadlines for the performance by the Affected Party of its obligations under this Agreement which are affected by such Force Majeure Event shall be extended by one day for each day that the Affected

Party is unable to comply, or is delayed in complying, with its obligations under this Agreement because of the Force Majeure Event, provided that if the relevant obligation is required to be performed on a Business Day and the expiration of the extension occurs on a day which is not a Business Day such extension shall be extended until the next Business Day.

15.5. Survival of Obligations

Except as otherwise expressly provided for in this Agreement, the existence of a Force Majeure Event shall not relieve the Parties of their obligations under this Agreement to the extent that performance of such obligations is not precluded by the Force Majeure Event and shall not exclude performance of payment obligations.

15.6. Termination

15.6.1. If a Force Majeure Event subsists for a period of more than 6 (six) months, either Party may, in its discretion, terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 15 and upon issuance of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated with effect from the date specified in the Termination Notice. Provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall by a **Notice of Intended Termination** notify the other Party of such intention to issue the Termination Notice and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion, issue the Termination Notice.

15.6.2. Prior to terminating this Agreement pursuant to Clause 15.6.1, the Parties shall discuss whether there is a real and genuine prospect that the Force Majeure Event will terminate within a period of a further 3 (three) Months after the end of the relevant Suspension Period ("**Positive Look and See Period**") and both Parties shall act reasonably in determining whether the Positive Look and See Period exists. If it is agreed that there is a Positive Look and See Period, this Agreement shall not be terminated under Clause 15.6.1 unless the Force Majeure Event is still subsisting at the end of the Positive Look and See Period.

15.6.3. Notwithstanding any provisions to the contrary, during a Force Majeure Event, CEB shall pay for all energy actually delivered to the Point of Delivery from the Facility.

15.7. Dispute Resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

15.8. Excuse from performance of obligations

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such

obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

- (a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- (b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
- (c) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

ARTICLE 16: Events of Default and Termination

16.1.Seller Default

16.1.1. Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and Seller fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then no Cure Period will be applicable, Seller shall be deemed to be in default of this Agreement (“**Seller Default**”), unless the default has occurred solely as a result of any breach of this Agreement by CEB or due to Force Majeure. The defaults referred to herein shall include:

- (a) the Development Security has been encashed and appropriated in accordance with Clause 6.2 and Seller fails to replenish or provide a fresh Development Security within a Cure Period of 30 (thirty) days;
- (b) Seller failure to establish and maintain a Development Security in accordance with Article 6, provided that the drawing upon of an expiring Development Security and placement of the amount so drawn in an escrow account under Clause 6.4 shall not constitute a failure of Seller to establish and maintain a Development Security under this Clause 16.1.1(b);
- (c) CEB has drawn amounts from the escrow account in accordance with Clause 6.2 and Seller fails to deposit funds into the escrow account in an amount equal to such drawing within 30 (thirty) Days of such drawing;
- (d) subsequent to the replenishment or furnishing of fresh Development Security in accordance with Clause 6.2, Seller fails to cure, within a Cure Period of 30 (thirty) days, the Seller Default for which whole or part of the Development Security was appropriated;
- (e) Seller abandons or manifests intention to abandon the construction or operation of the Facility without the prior written consent of CEB;
- (f) Seller does not achieve the Effective Date on or before 120 days after the Longstop Date;
- (g) Construction Start does not occur within 60 days as from the Construction Start Longstop Date;
- (h) Commercial Operation Date does not occur within 60 days from the Schedule Commercial Operation Date;
- (i) Seller is in breach of its operation and maintenance obligations as specified in this Agreement;
- (j) Seller fails, within a cure period of 30 days after the date of notice from CEB to Seller, to make any payment required under this Agreement which payment is not

able to be satisfied by CEB by either drawing from the Development Security or the escrow account in compliance with Article 6;

- (k) a breach of any of the Project Agreements by Seller has caused a Material Adverse Effect;
- (l) Seller creates any Encumbrance in breach of this Agreement;
- (m) Seller repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;
- (n) a Change in Control has occurred in breach of the provisions of this Agreement;
- (o) there is a transfer, pursuant to law either of:
 - (i) the rights and/or obligations of Seller under any of the Project Agreements;
or
 - (ii) all or part of the assets or undertaking of Seller,and such transfer causes a Material Adverse Effect;
- (p) an execution levied on any of the assets of Seller has caused a Material Adverse Effect;
- (q) Seller is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for Seller or for the whole or material part of its assets that has a material bearing on the Project;
- (r) Seller has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of CEB, a Material Adverse Effect;
- (s) a resolution for winding up of Seller is passed except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of Seller are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of Seller under this Agreement and the Project Agreements; and provided that:
 - (i) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;
 - (ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and the Project Agreements

and has a credit worthiness at least as good as that of Seller as at the Effective Date ;and

(iii) each of the Project Agreements remains in full force and effect.

- (t) any representation or warranty of Seller herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or Seller is at any time hereafter found to be in breach thereof;
- (u) Seller submits to CEB, to a third-party or to any authority any statement, notice or other document, in written or electronic form, which has a material effect on CEB's rights, obligations or interests and which is false in material particulars;
- (v) Seller has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement;
- (w) Seller commits a default in complying with any other provision of this Agreement if such default causes or may cause a Material Adverse Effect on CEB;
- (x) Seller alters or tampers with the CEB Meters or the Seller Back-up Meter or the Seller Interconnection Facilities;
- (y) the Contract Energy delivered by the Facility is not generated solely from the conversion of solar light energy only;
- (z) Seller sells electrical energy generated by the Facility to third Parties; or
- (aa) Seller or any of its agents is charged and found guilty of an offence(s) under the Prevention of Corruption Act 2002 or The Financial Intelligence and Anti Money Laundering Act 2018 in connection with this Agreement.

16.1.2. Without prejudice to any other rights or remedies which CEB may have under this Agreement, upon occurrence of a Seller Default where there is no Cure Period or a Seller Default subsisting after the Cure Period, as applicable, CEB shall be entitled to terminate this Agreement by issuing a Termination Notice to Seller; provided that before issuing the Termination Notice, CEB shall by a Notice of Intended Termination inform Seller of its intention to issue the Termination Notice and grant 15 (fifteen) days to Seller to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice. Pursuant to a Termination Notice, CEB shall be entitled to disconnect the Facility at the Point of Delivery.

16.2. CEB Default

16.2.1. In the event any of the defaults specified below shall have occurred, and CEB fails to cure such default within a Cure Period set forth below, or where no Cure Period is

specified, then within a Cure Period of 60 (sixty) days, CEB shall be deemed to be in default of this Agreement (“**CEB Default**”) unless the default has occurred as a result of any breach of this Agreement by Seller or due to Force Majeure. The defaults referred to herein shall include:

- (a) CEB commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on Seller;
- (b) CEB has failed to make any payment to Seller within the period specified in this Agreement;
- (c) CEB repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement;
- (d) CEB has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of Seller, a Material Adverse Effect;
- (e) a resolution for winding up of CEB is passed, or any petition for winding up of CEB is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or CEB is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of CEB are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of CEB under this Agreement; and provided that:
 - (i) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement; and
 - (ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and has a credit worthiness at least as good as that of CEB.
- (f) any representation or warranty of CEB herein contained which is, as of the date hereof, found to be materially false or CEB is at any time hereafter found to be in breach thereof.

16.2.2. Without prejudice to any other right or remedy which Seller may have under this Agreement, upon occurrence of a CEB Default where there is no Cure Period or a CEB Default subsisting after the Cure Period, as applicable, Seller shall be entitled to terminate this Agreement by issuing a Termination Notice to CEB; provided that

before issuing the Termination Notice, Seller shall by a Notice of Intended Termination inform CEB of its intention to issue the Termination Notice and grant 15 (fifteen) days to CEB to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

ARTICLE 17: Assignment and Charges

17.1. Restrictions on Assignment and Charges

- 17.1.1. Subject to Clause 17.2, this Agreement shall not be assigned by Seller to any person, save and except with the prior consent in writing of CEB.
- 17.1.2. Subject to the provisions of Clause 17.2, Seller shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which Seller is a party except with prior consent in writing of CEB.

17.2. Permitted assignment and Charges

The restraints set forth in Clause 17 shall not apply to:

- (a) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Project;
- (b) mortgages/pledges/hypothecation of Project Assets and their related documents of title, arising or created in the ordinary course of business of the Project, and as security only for indebtedness to the Lead Lender(s) under the Financing Agreements;
- (c) assignment of rights, interest and obligations of Seller to or in favour of the Lead Lender(s);
- (d) assignment of this Agreement by way of security to the Finance Parties. Seller shall notify CEB of any such assignment to the Finance Parties no later than 30 (thirty) Days prior to such assignment and submit to CEB a copy of any assignment documents which it proposes to enter. Seller shall consider the comments of CEB, if any, on the assignment documents prior to the execution of such documents; and
- (e) liens or encumbrances required by any Applicable Law.

17.3. Assignment by CEB

- (a) This Agreement shall not be assigned by CEB to any person, save and except with the prior consent in writing of Seller.
- (b) CEB may assign or transfer all or part of its rights, benefits or obligations under this Agreement without Seller's prior consent, in the event of the restructuring of its assets, the changing of its ownership, its merger or consolidation with any other company or its conversion into a company organised and incorporated under the Companies Act 2001, of the Republic of Mauritius pursuant to any privatisation, restructuring or similar development, providing the entity to whom the assignment or transfer is made assumes and becomes fully liable to perform CEB's obligations under this Agreement.

17.4. Change of Control

- (a) Any voluntary Change of Control of Seller that becomes effective during the Term shall not be done without the prior written consent of CEB.
- (b) “**Change of Control**” means in relation to Seller a change in control of Seller by the Lead Shareholder and Other Shareholder provided that:
 - (i) a Change of Control shall not result from a transfer by a Shareholder to an Associate which is wholly owned and controlled by the Shareholder’s ultimate parent company, and such transfers shall be permitted pursuant to this Clause 17.4;
 - (ii) a Change in Control shall not result from the exercise by the Lead Lender(s) of their pledge over the shares in Seller pursuant to the Financing Agreements; and
 - (iii) the Shareholders shall be permitted to transfer their shares in Seller to one or more financial funds and/or equity investors provided that CEB does not object to the transfer of shares in Seller to a particular financial fund or equity investor and that the Lead Shareholder shall maintain and hold directly 51% (fifty-one percent) of the paid up share capital of Seller.
- (c) The term control (including correlative meanings controlling, controlled by and under common control with), as used in this Clause 17.4(c), shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Seller through the ownership of at least 51% (fifty-one per cent) of the voting securities of Seller. Seller shall notify CEB of any transfers of shares in Seller to Affiliates of a Shareholder or to financial funds and/or equity investors as soon as reasonable practicable.
- (d) The shareholders shall be permitted to pledge their shares in Seller to the Finance Parties under the Financing Agreements as security without CEB’s consent and without breaching the provisions of this Clause 17.4. Seller shall notify CEB of any such pledge of shares in Seller to the Finance Parties no later than 30 (thirty) Days after the pledge.

ARTICLE 18: Liability and Indemnity

18.1. General Indemnity

- 18.1.1. Seller will indemnify, defend, save and hold harmless CEB and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (“**CEB Indemnified Persons**”) against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by Seller of any of its obligations under this Agreement or any related agreement or from any negligence of Seller under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of CEB Indemnified Persons.
- 18.1.2. CEB will indemnify, defend, save and hold harmless Seller against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature arising out of breach by CEB of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by Seller of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement and/or breach of its statutory duty on the part of Seller, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of Seller.

18.2. Notice and Contest of Claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 18 (“**Indemnified Party**”), it shall notify the other Party (“**Indemnifying Party**”) within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

18.3. Defence of claims

- 18.3.1. The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 18, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the

Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

18.3.2. If the Indemnifying Party has exercised its rights under Clause 18.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

18.3.3. If the Indemnifying Party exercises its rights under Clause 18.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

- (a) the employment of counsel by such party has been authorised in writing by the Indemnifying Party; or
- (b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action; or
- (c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or
- (d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:
 - (i) that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or
 - (ii) that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement:

Provided that if Sub-clauses (b), (c) or (d) of this Clause 18.3.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defence of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

18.4. No Consequential Claims

Notwithstanding anything to the contrary contained in this Article 18, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

18.5. Survival on Termination

The provisions of this Article 18 shall survive Termination.

ARTICLE 19: Dispute Resolution Procedure

19.1. Dispute Resolution

19.1.1. 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 (“**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 19.2.

19.1.2. 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.

19.2. Conciliation

19.2.1. In the event of any Dispute between the Parties, either Party may require such Dispute to be referred to the Authorised Representative of CEB and the Authorised Representative of Seller for amicable settlement, and upon such reference, the said persons 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 19.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to the second round of conciliation in accordance with the provisions of Clause 19.2.2.

19.2.2. In the event of any Dispute is referred to the second round of conciliation in accordance with Clause 19.2.1, either Authorised Representative may require such Dispute to be referred to the General Manager of CEB and the Director of Seller for amicable settlement, and upon such reference, the said Directors 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) days 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 19.1.1 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 19.3.

19.3. Arbitration

19.3.1. Any Dispute controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Rules of the Mauritius International Arbitration Centre .

19.3.2. There shall be a sole Arbitrator for the purpose of this Agreement.

19.3.3. The juridical seat of arbitration shall be Mauritius.

19.3.4. The language to be used in the arbitral proceedings shall be the English language.

19.3.5. The award of the Arbitrator shall be final and binding and shall not be subject to any appeal

19.3.6. Any dispute, controversy or claim shall be kept confidential and any proceedings before the Supreme Court in relation thereto shall, with the agreement of all parties, be heard in private.

ARTICLE 20: Miscellaneous

20.1. Governing Law and Jurisdiction

This Agreement shall be governed, subject to, construed and interpreted in accordance with and governed by the Laws of the Republic of Mauritius for every purpose. The Parties submit to the exclusive jurisdiction of the Courts of the Republic of Mauritius over matters arising out of or relating to this Agreement.

20.2. Waiver of Immunity

Each Party unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

20.3. Interest

Unless otherwise specified, any interest payable under this Agreement shall accrue on a daily outstanding basis and shall be compounded on the basis of monthly rests.

20.4. Delayed Payments

The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. In the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal the Standard Interest per year, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.

20.5. Waiver

20.5.1. Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- (a) shall not operate or be construed as a waiver of any other or subsequent default

hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

20.5.2. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

20.6. Exclusion of Implied Warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

20.7. Extension of Term

The Term may be extended by mutual agreement of the Parties, on such terms and conditions as the Parties may agree, including without limitation the tariff to be paid to Seller for the electrical energy supplied during such extended period, provided that:

- (a) the duration of such extension will under no circumstances exceed five (5) years or unless otherwise agreed by both Parties; and
- (b) each Party has given notice in writing to the other of its intention to negotiate an extension of the Agreement at least 1 (one) year prior to the expiry of the Term.

20.8. Survival

20.8.1. Termination shall:

- (a) not relieve Seller or CEB, as the case may be, of any obligations hereunder, including Articles 18 and 19 which expressly or by implication survive Termination hereof; and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

20.8.2. Unless otherwise specifically provided, all obligations surviving Termination shall only survive for a period of 5 (five) years following the date of such Termination.

20.9. Environmental Attributes

20.9.1. CEB and Seller hereby confirm that all Environmental Attributes from the Facility shall vest equally with both Parties. Seller represents and warrants that it shall inform

CEB of all developments with respect to all such Environmental Attributes, including any sale thereof.

- 20.9.2. During the Development Period and Construction Period, Seller shall use reasonable efforts to have the Facility registered with the CDM Board or any equivalent Environmental Attributes trading mechanism with a view to earning Environmental Attributes from the generation of electrical energy from the Facility. Seller shall keep CEB informed of the steps taken by Seller in this regard.
- 20.9.3. At any time prior to or upon the Project being registered with the CDM Board or any equivalent Environmental Attributes trading mechanism, Seller shall enter into an Emission Reduction Purchase Agreement (“**ERPA**”) or any other document for the sale of the Environmental Attributes generated by the Project with an entity that is not related to Seller. The ERPA shall be entered on commercial terms that would be expected in the normal course between the parties trading at arm’s length and should reflect market price for Environmental Attributes generated by projects similar to the Project. Seller shall submit to CEB a copy of the signed ERPA or any other document with 10 (ten) Business Days of the date of the signing of the ERPA.
- 20.9.4. Seller shall bear all costs related to Environmental Attributes pursuant to Clauses 20.9.2 and 20.9.3 .
- 20.9.5. The revenue earned by Seller from the sale of Environment Attributes pursuant to the ERPA shall be shared with CEB in the ratio of 50 % for CEB (“**CEB Share**”) and the remaining balance of 50% to Seller. Seller shall be required to provide CEB, with the copies of all documents with respect to sale of Environment Attributes, including the Project Design Document within 15 (fifteen) Business Days of the execution of such documents.
- 20.9.6. Seller shall no later than 10 (ten) Business Days after the date of receiving the amounts payable to it under the ERPA inform CEB in writing that it has received such amount.
- 20.9.7. CEB shall raise an invoice for CEB Share on Seller within 5 (five) Business Days after receiving Seller’s notice pursuant to Clause 20.9.6. Seller shall pay CEB the CEB Share in equivalent MUR at the rate prevailing on the date of payment, no later than the Due Date of the invoice.
- 20.9.8. In the event that Seller does not pay CEB the CEB Share on or before the date on which it is due under Clause 20.9.7, then Seller shall pay interest at the rate of the Standard Interest per year on such amount. CEB may set off the pending amount along with the interest thereon outstanding in accordance with this Clause 20.9.8, from such amount payable by it to Seller. Any exercise by CEB of its rights under this Clause shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise.

20.10. Entire Agreement

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other

communications of every kind pertaining to this Agreement are abrogated and withdrawn.

20.11. Severability

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

20.12. No partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

20.13. Third Parties

This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

20.14. Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

20.15. Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of Seller, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as Seller may from time to time designate by notice to CEB;

Seller:

(i) INSERT NAME, POSITION AND CONTACT
DETAILS OF SELLER CONTACT PERSON 1

(ii) INSERT NAME, POSITION AND CONTACT
DETAILS OF SELLER CONTACT PERSON 2

- (b) in the case of CEB, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such

other person as CEB may from time to time designate by notice to Seller;

CEB:

(i) General Manager

Corporate Office
P.O. Box 134,
Rue Du Savoir,
Cybercity
Ebene, Mauritius

Phone: 404 2000
Fax: 454 7630/32
e-mail: ceb@intnet.mu

(ii) Strategic Business Planning Executive

Corporate Office
P.O. Box 134,
Rue Du Savoir,
Cybercity
Ebene, Mauritius

Phone: 404 2000
Fax: 454 7630/32
e-mail: ceb@intnet.mu

- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been 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.

20.16. Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in (UK) English language.

20.17. Confidentiality and Publicity

20.17.1. Subject to Clauses 20.17.2 and 20.17.3, each Party shall use its reasonable endeavours to keep confidential the contents of this Agreement and any information or data provided under it or in the course of its negotiation ("**Confidential Information**") at all times during the continuance of this Agreement and for a period of 5 (five) years following the expiration or termination of this Agreement (howsoever occasioned).

20.17.2. Either Party shall be entitled to disclose Confidential Information without the prior

consent of the other Party if such disclosure is:

(a) made in good faith:

- (i) to any Affiliate of such Party, provided that such Party shall ensure its Affiliate's compliance with the provisions of Clause 20.17.1;
- (ii) to any outside professional consultants or advisers engaged by or on behalf of such Party and acting in that capacity upon obtaining from such consultants or advisers an undertaking of confidentiality equivalent to that contained in Clause 20.17.1;
- (iii) to the Finance Parties, any security agent, any bank or other financial institution and its advisers from which such Party is seeking or obtaining finance upon obtaining from the Finance Parties, any security agent, such bank or other institution and its advisers an undertaking of confidentiality equivalent to that contained in Clause 20.17.1;
- (iv) to the extent required by any Applicable Permits or any other applicable Law or binding requirement of a Public Sector Entity or the rules of a recognised stock exchange;
- (v) to the extent required by law or pursuant to any order of any court of competent jurisdiction;
- (vi) to any insurer upon obtaining from such insurer an undertaking of confidentiality equivalent to that contained in Clause 20.17.1; or
- (vii) to directors, employees and officers of such Party,

and is reasonably necessary to enable such Party to perform this Agreement or to protect or enforce its rights under this Agreement;

- (b) required by Law, provided that if a copy of this Agreement is filed with any regulatory agency, the Parties shall use all reasonable efforts to secure confidential treatment of this Agreement; or
- (c) of information that has entered the public domain other than through the actions of the Party disclosing such information.

20.17.3. Either Party shall be entitled to disclose any Confidential Information with the prior written consent of the other Party.

20.17.4. Nothing in this Clause 20.17 shall restrict or prevent CEB from publishing or otherwise disclosing:

- (a) the Project name, location, Facility capacity, technology type or the name of Seller;
or
- (b) Confidential Information to representatives of the Government who require knowledge of such Confidential Information, provided that they have agreed to be bound by a confidentiality agreement on terms at least as rigorous as those

contained in this Clause 20.17.

20.17.5. Neither Party shall issue or cause the publication of any press release or other public announcement in relation to the Facility or this Agreement without the prior written approval of the other Party.

20.17.6. The provisions of Clauses 20.17.1, 20.17.2 and 20.17.3 shall not apply to any information that;

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

For the avoidance of doubt, it is understood and agreed that CEB shall be permitted to provide the Government and the Ministry of Energy and Public Utilities with copies of this Agreement and to disclose Confidential Information under this Agreement to the Government and the Ministry of Energy and Public Utilities without the prior written consent of Seller.

20.18. Counterparts

This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

ARTICLE 21: Definitions

21.1. Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

“Acceptable Financial Institution” means a bank holding a banking licence issued by the Bank of Mauritius.

“Affected Party” shall have the meaning set forth in Clause 15.1;

“Affiliate” means, in relation to either Party, a person who controls, is controlled by, or is under the common control with such Party (as used in this definition, the expression **“control”** means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise);

“Agreement” means this Agreement, its Recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

“Ancillary Services” means the following services which support the stability of the CEB System:

- (a) voltage and frequency control; and
- (b) provision of reactive power.

“Annual Quoted Energy” shall mean the electrical energy (expressed in kWh per annum) given in the following table for a full Contract Year or prorated for the number of days in a partial year:

Contract Year	Annual Quoted Energy at POD (kWh per annum)
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	

14	
15	
16	
17	
18	
19	
20	
21	

“Applicable Law(s)” means all laws, brought into force and effect by the Republic of Mauritius including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

“Applicable Permits” means all clearances, licences, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, operation and maintenance of the Facility during the subsistence of this Agreement;

“Bid Security” means the security provided by the preferred bidder to CEB along with the Proposal in a sum [.....] [INSERT AMOUNT OF BID SECURITY]] million MUR, which is to remain in force and effect until 45 (forty-five) days after the date of this Agreement;

“CEB Indemnified Persons” comprises all persons referred to in Clause 18.1.1 of this Agreement;

“CEB Interconnection Facilities” means the facilities required to interconnect the Facility to the CEB Distribution System located on the CEB side of the Point of Delivery;

“CEB System” means the distribution system of CEB;

“Change in Law” means the coming into effect after the signing of the ESPA, of law which changes the interpretation of the Applicable Law(s) and which directly and adversely affects Seller's performance under the ESPA in a material way, but shall not include:

- (i) any change to any withholding tax on income or dividends distributed to the shareholders of Seller;
- (ii) any change to any income or corporation tax, or any equivalent thereof, arising on or in respect of payment to Seller of Tariff Payments and any other charges payable by CEB to Seller under this Agreement;
- (iii) any increased costs for environmental compliance(s) where such costs could have reasonably been foreseen and designed for or mitigated at the time of proposal preparation by the Successful Bidder in response to the RFP dated RE Scheme dated 26 October 2021;
- (iv) any interest rate and foreign exchange rate variation(s); and

- (v) any increased costs for compliance(s) with Utility Regulatory Authority where such costs could have reasonably been foreseen and designed for or mitigated at the time of proposal preparation by the Successful Bidder in response to the RFP.

“Conditions Precedent” shall have the meaning set forth in Clause 3.1;

“Construction Start” means the date notified by Seller to CEB, with supporting documentary evidence, when Seller shall have issued a full notice to proceed under the EPC Contract to its Contractor;

“Construction Start Longstop Date” shall have the meaning set forth in Clause 8.3.2;

“Construction Period” means the period commencing from the Construction Start up to and including the day before the Commercial Operation Date;

“Contract Energy” means the quantity of electrical energy in kWh, being:

- (a) generated by the Facility from solar light energy, delivered and measured at the Point of Delivery; and / or
- (b) Deemed Energy,

contracted with CEB as per the terms of this Agreement and shall comprise of the Standard Energy and the Excess Energy;

“Construction Works” means all works and things necessary to complete the Project in accordance with this Agreement;

“Contract Year” means:

- (a) in respect of the first Contract Year, the period commencing on, and including, the Commercial Operation Date and ending on, and including, the immediately next occurring 31 December;
- (b) thereafter, each period commencing on, and including, 1 January and ending on, and including, the immediately next occurring 31 December; and
- (c) in respect of the last Contract Year, the period commencing on, and including, 1 January and ending on the Termination of the Agreement

“Contractor” means the person or persons, as the case may be, with whom Seller has entered into any of the EPC Contract, the O&M Contract, or any other agreement or a material contract for the construction, operation and/or maintenance of the Project or matters incidental thereto;

“Cure Period” means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:

- (a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;
- (b) not relieve any Party from liability to pay Damages or compensation under the

provisions of this Agreement; and

- (c) not in any way be extended by any period of suspension under this Agreement; provided that if the cure of any breach by Seller requires any reasonable action by Seller that must be approved by CEB, the applicable Cure Period shall be extended by the period taken by CEB to accord their approval;

“Curtail Instruction” means an instruction issued by CEB in accordance with Clause 10.2 and Schedule G: Operating Procedures, Part 8.

“Damages” shall have the meaning set forth in Sub-clause (v) of Clause 1.2.1;

“Daylight Hours” shall mean the aggregate number of hours in a day to be calculated from the sunrise to sunset. Sunrise and sunset shall mean the times for those events as ascertained and published by the Mauritius Meteorological Services. Provided that, for the purpose of this definition, any time period of 30 (thirty) minutes or above shall be rounded up and below 30 (thirty) minutes shall be rounded down;

“Deemed Energy” shall mean the energy that would have been delivered by the Facility to the Point of Delivery if the Facility’s production had not been reduced, subject to Clauses 4.6 and 10.2;

“Development Period” means the period from the date of this Agreement up to and including the day before the Construction Period;

“Development Security” shall have the meaning set forth in Clause 6.1.1;

“Dispute” shall have the meaning set forth in Clause 19.1;

“Dispute Resolution Procedure” means the procedure for resolution of Disputes set forth in Article 19;

“Drawings” means all of the drawings, calculations and documents pertaining to the Facility and shall include ‘as built’ drawings thereof;

“Due Date” shall have the meaning ascribed to it under Clause 13.3.1 of this Agreement;

“Effective Date” means the date on which the Conditions Precedent are fulfilled in accordance with the terms of this Agreement. For the avoidance of doubt, every Condition Precedent shall have been satisfied or waived prior to the Effective Date and in the event all Conditions Precedent are not satisfied or waived, as the case may be, the Effective Date shall be deemed to occur only when each and every Condition Precedent is either satisfied or waived, as the case may be;

“Emergency” means a condition or situation which is likely to result in disruption of reliability and stability of grid supply thereby affecting the service to CEB’s customers, or is likely to endanger life or property;

“Encumbrance” means, in relation to the Project, any encumbrances such as mortgage, lien, pledge, assignment by way of security, charge, hypothecation, security interest, title retention or any other security agreement or arrangement having the effect of conferring

security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Facility, where applicable herein, and “**encumber**” shall be construed accordingly;

“**Environmental Attributes**” are the emissions reductions credits, offsets, and allowances resulting from the avoidance of the emission of greenhouse gas, attributable to the Project during the term of the ESPA.

“**EPC Contract**” means the engineering, procurement and construction contract or contracts entered into by Seller with one or more Contractors for, inter alia, engineering and construction of the Project in accordance with the provisions of this Agreement;

“**Excess Energy**” shall mean the aggregate of the Net Energy and the Deemed Energy in excess of the Standard Energy calculated during any Contract Year in accordance with the terms of the ESPA;

“**Factory Tests**” shall have the meaning ascribed to it under Clause 8.6;

“**Facility**” means a solar PV power generation facility having an installed capacity of MW_p [*Insert nameplate DC capacity of the solar PV farm*] and comprised of the solar PV panels, inverters, the access tracks and internal access platforms and fire-fighting facilities, the mechanical and electrical ancillary equipment, the step-up transformers, the administrative buildings, the workshops, the Seller Interconnection Facilities and any equipment and auxiliary facilities necessary to operate the solar farm, as more generally described in Schedule A.

“**Financial Close**” shall mean the date upon which the Financing Documents shall have been signed and are in full force and effect and the funds are available to Seller to be drawn thereunder;

“**Financing Agreements**” means the agreements executed by Seller in respect of financial assistance for the development, construction, operation or maintenance of the Project by way of loans, including working capital loans, guarantees, subscription to non-convertible debentures, Equity and other instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, investment agreements, subscription agreement, shareholders agreement and other documents relating to the financing (including refinancing) of the Project cost, and includes amendments or modifications;

“**Finance Parties**” means at any time, those persons who, at such time, have entered into commitments, upon and subject to the terms and conditions set out in any of the Financing Agreements, to provide any financing or refinancing facilities in connection with the Project (including any loan, guarantee, letter of credit and hedging facilities) and any assignee, transferee, agent (including any facility agent), trustee (including the Security Agent) or other representative at such time of any such persons;

“**Force Majeure**” or “**Force Majeure Event**” shall have the meaning ascribed to it in Clause 15.1;

“Forced Outage” means an interruption or reduction of the generating capability of the Facility or part thereof for reasons solely attributable to Seller, however, which is not a Planned Maintenance Outage;

“Forecast Tolerance” shall mean $\pm 10\%$ of the Revised Forecast or One Day Ahead Production Forecast or the One Week Ahead Production Forecast, as the case may be, submitted by Seller in accordance with Clause 10.4 of this Agreement;

“Good Industry Practice” means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by Seller in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

“Government” means the government of the Republic of Mauritius;

“Government Instrumentality” means any department, division or sub-division of the Republic of Mauritius and includes any commission, board, authority, agency or municipal and other local authority or statutory body under the control of the Republic of Mauritius, and having jurisdiction over all or any part of the Project or the performance of all or any of the services or obligations of Seller under or pursuant to this Agreement;

“Guaranteed Operating Characteristics” means the operating performance criteria guaranteed for the Facility that are specified in Schedule E.

“Import Energy” means the electrical energy flowing from the CEB System to the Facility and measured by the CEB Meter at the Point of Delivery.

“Indemnified Party” means the Party entitled to the benefit of an indemnity pursuant to Article 18;

“Indemnifying Party” means the Party obligated to indemnify the other Party pursuant to Article 18;

“Independent Third Party Classification Society” means [.....] [SELLER TO INSERT NAME OF CLASSIFICATION SOCIETY], or any other alternative acceptable Classification Society to the CEB appointed by Seller for undertaking the Factory Tests.

“Invoice” or shall mean either a Monthly Invoice or a Supplementary Invoice (as the case may be) issued by any of the Parties;

“Lead Shareholder” means [.....] [INSERT NAME AND DETAILS AS PER CERTIFICATE OF INCORPORATION AND REGISTRATION DOCUMENTS];

“Lead Lender(s)” means the financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed to guarantee or provide finance to Seller under any of the Financing Agreements for meeting all or any part of the total Project cost and who hold

parri passu charge on the assets, rights, title and interests of Seller;

“Longstop Date” shall have the meaning set forth in Clause 3.2.1;

“Maintenance Programme” shall have the meaning set forth in Clause 10.7.1;

“Material Adverse Effect” means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

“Material Modifications” means such modifications that are necessary for the Facility to operate in conformity with Applicable Laws, Permits, specifications and Standards, Guaranteed Operating Characteristics, Operating Procedures, Good Industry Practice or other mandatory standards applicable to this Agreement”

“Memorandum and Articles of Association” means the Memorandum and Articles Association that constitute and govern Seller;

“Monthly Invoice” means a monthly invoice issued under Article 13 setting out the details of energy and consequently, the product of energy and the applicable Tariff;

“Net Energy” shall mean the net energy (expressed in kWh) supplied by Seller to CEB and metered at the Point of Delivery;

“Notice of Intended Termination” means the communication issued in accordance with this Agreement by one Party to the other Party before issuing a Termination Notice;

“O&M” means the operation and maintenance of the Facility and includes all matters connected with or incidental to such operation and maintenance, in accordance with the provisions of this Agreement;

“O&M Contract” means the operation and maintenance contract that may be entered into between Seller and the O&M Contractor for performance of all or any of the O&M obligations;

“O&M Contractor” means the person, if any, with whom Seller has entered into an O&M Contract for discharging O&M obligations for and on behalf of Seller;

“Operating Procedures” means the operating procedures set forth in Schedule G.

“Operation Period” means the period commencing from COD and ending on the date of Termination of this Agreement;

“Parties” means the parties to this Agreement collectively and **“Party”** shall mean any of the parties to this Agreement individually;

“Point of Delivery” or **“POD”** shall mean the point of delivery for the electrical energy generated and delivered by the Facility as specified under Schedule D;

“Project” means the construction, operation and maintenance of the Facility in accordance with the provisions of this Agreement, and includes all works, services and equipment relating to or in respect of the Scope of the Project;

“Project Agreements” means this Agreement, the Financing Agreements, EPC Contract, O&M Contract, and any other agreements or material contracts that may be entered into by Seller with any person in connection with matters relating to, arising out of or incidental to the Project;

“Project Assets” means all physical and other assets relating to and forming part of the Site including:

- (a) tangible assets such as civil works and equipment etc;
- (b) all rights of Seller under the Project Agreements;
- (c) financial assets, such as receivables, security deposits etc.;
- (d) insurance proceeds; and
- (e) Applicable Permits and authorisations relating to or in respect of the Project;

“Project Completion Schedule” refers to the project completion schedule submitted by Seller to CEB and as set forth in Schedule F;

“Project Design Document” means the project design document of the Project as described in Appendix B “Project Design Document” to the Modalities and Procedures of the CDM (decision 17/CP.7 contained in document FCCC/CP/2001/13/Add2);

“Project Milestones” refers to the project milestones set forth in Schedule F;

“Proposal” means the documents in their entirety comprised in the proposal submitted by [.....] (*Please insert name of Bidder*);

“Safety Requirements” shall have the meaning ascribed to it under Clause 10.12;

“Scheduled Commercial Operation Date” shall have the meaning ascribed to it under Clause 8.3.4;

“Seller Default” shall have the meaning ascribed thereto in Clause 16.1 of this Agreement;

“Seller Interconnection Facilities” means all the facilities installed by Seller to supply the Contract Energy from the Facility to the Point of Delivery, including transformers, and associated equipment, relay and switching equipment, protective devices and safety equipment and transmission lines;

“Scope of the Project” shall have the meaning set forth in Clause 2.1;

“Sole Shareholder” means [.....] [*INSERT NAME AND DETAILS AS PER CERTIFICATE OF INCORPORATION AND REGISTRATION DOCUMENTS*];

“Specifications and Standards” means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project, as set forth in Schedule C, and any modifications thereof, or additions thereto, as included in the design and

engineering for the Project submitted by Seller to, and expressly approved by, CEB;

“Standard Energy” shall mean the aggregate of the Net Energy and the Deemed Energy calculated during any Contract Year in accordance with the terms of the ESPA subject to the maximum of the Annual Quoted Energy;

“Standard Interest” means the aggregate of the REPO Rate published by the Bank of Mauritius plus 650 (six hundred and fifty) basis points;

“Suspension Period” means an uninterrupted period of 6 (six) Months from the date of commencement of a Force Majeure Event, as such period may be extended pursuant to Clause 15.6.2;

“System Control Centre” means the entity that is CEB’s representative(s) responsible for CEB System operations and for centralised dispatch of generating units on the CEB System;

“Tariff” shall have the meaning as provided in paragraph 2 of Schedule I;

“Other Shareholder” means [.....] *[Please insert name of Other Shareholder and DETAILS AS PER CERTIFICATE OF INCORPORATION AND REGISTRATION DOCUMENTS];*

“Term” means the period commencing on the date of this Agreement and ending on the earlier of either (a) the 20th anniversary of the Commercial Operation Date of the Project, or (b) the termination of this Agreement in accordance with its terms and conditions;

“Termination” means the expiry of the Term or termination of this Agreement in accordance with the provisions of this Agreement;

“Termination Notice” means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND, HAVE CAUSED THIS AGREEMENT TO BE EXECUTED IN TWO ORIGINALS BY THEIR DULY AUTHORISED REPRESENTATIVES, AND ONE ORIGINAL DELIVERED TO EACH PARTY, AS OF THE DAY, MONTH AND YEAR AS WRITTEN HEREUNDER .

.....

.....

By:
its Chief Executive Officer

Witnessed by:
its

Date:

CENTRAL ELECTRICITY BOARD

.....

By
its Chairman

Witnessed by
its General Manager

Date:

Schedule A: Facility Description

Part 1: Description of the Facility

- 1.1. The Facility shall consist of *[NUMBER OF INVERTER UNITS]* Inverter Units, each of capacity of *[CAPACITY in kVA]*, of make *[MAKE]*. The Maximum Installed Capacity of the Facility shall be *[INSTALLED CAPACITY IN MW_p]*.
- 1.2. The main components forming part of the Facility and their expected characteristics are as follows:

1.2.1. Foundation (mounting structure)

[BIDDER TO PROVIDE IN PROPOSAL]

1.2.2. Modules

Quantity:	XXXX pieces
Producer:	XXXX
Type:	XXXX
Output Power under STC:	XXXX

1.2.3. Strings

Quantity per inverter:	XXXX pieces
Quantity in summary:	XXXX pieces
Output Power per String:	XXXX kW _{DC}
Output Power per inverter:	XXXX kW _{DC}
Output Power in summary:	XXXX MW _{DC}

1.2.4. Arrays

Quantity per inverter:	X pieces
Quantity in summary:	XX pieces
Producer:	XXXX
Type:	XXXX
Lightning protection:	XXXX
Fuse:	XXXX

1.2.5. Inverter

Quantity:	XX pieces
Producer:	XXXX
Type:	XXXX
Output Power:	XXXX
Power factor at rated power:	X
Adjustable shift factor:	XXXX
Lightning protection:	XXXX

1.2.6. Transformer

Quantity:	XX pieces
-----------	-----------

Producer:	XXXX
Type:	XXXX
MVA Rating:	XXXX
Connected Inverter:	XXXX
Primary Voltage:	XXXX
Secondary Voltage:	XXXX
Short-circuit impedance:	XXXX

1.2.7. Medium Voltage System

[BIDDER TO PROVIDE IN PROPOSAL]

1.2.8. Main Substation

[BIDDER TO PROVIDE IN PROPOSAL]

1.3. Transmission Line

The length of the 66 kV Interconnection line shall be of approximately [.....] *[Please insert distance in km]* km from the Facility to [.....] *[Please insert name of CEB Substation]* CEB Substation.

1.4. Instrumentation and Control

Sensors shall be used in the Facility for the purpose of measurement, control, and electric safety. *[BIDDER TO PROVIDE IN PROPOSAL]*

1.5. Environmental Standards

The Facility shall be designed, produced, constructed, tested, commissioned, operated and maintained as per the Environment Protection (Amendment) Act 2008, the National Development Strategy & Planning Policy Guidance 2004 (as amended from time to time) and the Occupational Safety and Health Act 2005 as be amended and updated from time to time by the Government of the Republic of Mauritius.

1.6. Internal Communication System

[BIDDER TO DESCRIBE in its proposal]

1.7. Data Collection

The Facility shall include inter-alia the following Sensors:

- CT's in the array box for each string
- 2 Meteo Station included the follow measurement
 - Pyranometer
 - Air temperature
 - Air pressure
 - Relative air humidity

- All imported measured data of the Inverter (e.g. power, failure, operation mode, voltage, current)

1.8. Lightning and Surge Protection

The lightning protection on the Facility shall be designed according to IEC 60634-7-712 and EN 62305-3. The lightning protection shall consist of the following:

- Interior lightning protection
- Equipotential bonding system
- Earthing system

1.9. Forecasting

[BIDDER TO PROVIDE IN PROPOSAL]

Part 2: Facility Site

1. The Location of the Site, the Location of the Facility on the Site and physical lay-out of the Facility shall be as illustrated in **Annexure A.1 and A.2.**
2. The single-line diagram of the Facility shall be as illustrated of **Annexure A.3.**
3. The Seller Interconnection Facilities shall be as illustrated in **Annexure A.4.**

Part 3: Point of Delivery

The Point of Delivery shall be as identified in **Schedule D (Annex D.1)**

ANNEXURE A.1: The Location of the Site and the Facility

[BIDDER TO SUBMIT]

ANNEXURE A.2: The Physical Layout of the Facility

[BIDDER TO SUBMIT]

ANNEXURE A.3: Single Line Diagram of the Facility

[BIDDER TO SUBMIT]

ANNEXURE A.4: Seller Interconnection Facilities

[BIDDER TO SUBMIT]

Schedule B: Form of Development Security

Central Electricity Board
Corporate Office
Rue Du Savoir
Ebene
Mauritius

WHEREAS:

- (A) [.....][*Please insert name of Seller*] (“**Seller**”) and Central Electricity Board (“**CEB**”) have entered into an Energy Supply and Purchase Agreement dated the Day of2022 (“**Agreement**”) whereby Seller has agreed to undertake the construction and operation of the [.....] [*Please insert location of Facility*] Solar Farm (“**Project**”), subject to and in accordance with the provisions of the Agreement.
- (B) The Agreement requires Seller to furnish a Development Security to CEB in a sum of MUR [.....] [*Please insert amount in figures and words*] (“**Guarantee Amount**”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement.
- (C) We, [.....] [*Please insert name of Bank*] through our Branch at [.....] [*Please insert registered address of bank*], (“**Bank**”) have agreed to furnish this Bank Guarantee by way of Development Security.

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

1. The Bank hereby unconditionally and irrevocably undertakes to pay to CEB, upon its first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to Seller, such sum or sums up to an aggregate sum of the Guarantee Amount as CEB shall claim, without CEB being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein, subject to Clause 2 of this Development Security.
2. A letter from CEB, under the hand of an Officer not below the rank of General Manager, that Seller has committed a default in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that CEB shall be the sole judge as to whether Seller has committed a default under the Agreement and its decision that Seller is in default shall be final, and binding on the Bank, notwithstanding any differences between CEB and Seller, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of Seller for any reason whatsoever.
3. In order to give effect to this Development Security, CEB shall be entitled to act as if the Bank were the principal debtor in relation to the Guarantee Amount and any change in the constitution of 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 Development Security.

4. It shall not be necessary, and the Bank hereby waives any necessity, for CEB to proceed against Seller before presenting to the Bank its demand under this Guarantee.
5. CEB 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 save and except that the prior intimation of the Bank will be required for any change to the terms related to or in connection with this Development Security and compliance with, fulfilment and/or performance of all or any of the obligations of Seller contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by CEB against 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 CEB, and the Bank shall not be released from its liability and obligation under these presents by any exercise by CEB of the liberty with reference to the matters aforesaid or by reason of time being given to Seller or any other forbearance, indulgence, act or omission on the part of CEB 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 Development Security is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by CEB in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of Seller under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Development Security is restricted to the Guarantee Amount and this Development Security shall remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by CEB on the Bank under this Development Security, no later than 3 (three) months from the date of the Commercial Operation Date, all rights of CEB under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Development Security shall cease to be in force and effect after 3 (three) months from the date Seller shall have achieved the Commercial Operation Date, and provided that Seller is not in breach of this Agreement. Upon request made by Seller for release of the Development Security along with the particulars required hereunder, CEB shall release the Development Security forthwith.
9. The Bank undertakes not to revoke this Development Security during its tenure, except with the prior consent of CEB 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 authorised to receive such notice and to effect payment thereof forthwith, and such notice shall be deemed to have been received by the Bank, if sent by registered post, acknowledgement due, then upon acknowledgement of receipt by the Bank, or if hand delivered, then upon acknowledgement of receipt by the Bank.

11. This Development Security shall come into force with immediate effect and shall remain in force and effect for a minimum period of 20(twenty) months as from the date of issue or until released by CEB, whichever earlier.
12. This Development Security shall be governed by Mauritian Law and all parties shall submit to the jurisdiction of Mauritian Court.
13. This Development Security expires 'ipso facto' on *[Please insert date of expiry]* by the time of closure of banking business to the public and shall be considered automatically cancelled by the mere expiry of the above day without necessity for further notice of any type or nature and whether or not the original is returned to us for cancellation.

Signed and sealed this day of, 20..... at (*Insert date of submission of Guarantee Amount*)

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.*

Schedule C: Specifications and Standards

Seller shall develop, design, construct, commission, test, operate, and maintain the Facility in accordance with the Specifications and Standards mentioned in the table below.

PV Modules	
IEC TS 62804-1	Photovoltaic (PV) modules – Test methods for the detection of potential-induced degradation – Part 1: Crystalline Silicon
EN 50380	Datasheet and nameplate information of photovoltaic module.
IEC 61215 -1	Terrestrial photovoltaic (PV) modules - Design qualification and type approval-part 1: Tests Requirements
IEC 61215 -2	Terrestrial photovoltaic (PV) modules - Design qualification and type approval-part 2: Tests procedures
IEC 61701	Salt mist corrosion testing of photovoltaic (PV) modules
IEC 61730-1/2	Photovoltaic (PV) module safety qualification Part 1: Requirements for construction Part 2: Requirements for testing
IEC 61853-1	Photovoltaic (PV) module performance testing and energy testing – Part 1: Irradiance and temperature performance measurements and power rating
IEC 62790	Junction Boxes for photovoltaic modules-Safety requirements and tests
IEC 62994	Photovoltaic PV modules through the life cycle- Environmental health and safety(EH&S) risk assessment- General principles and nomenclature
IEC TS 62915	Photovoltaic (PV) modules - Type approval, design and safety qualification - Retesting
IEC TS 62941	Terrestrial photovoltaic (PV) modules - Guideline for increased confidence in PV module design qualification and type approval
IEC TS 62782	Photovoltaic (PV) modules - Cyclic (dynamic) mechanical load testing
IEC 62979	Photovoltaic modules - Bypass diode - Thermal runaway test
PV INVERTERS	
IEC 62894	Data sheet and name plate for photovoltaic inverters
IEC 61683	Photovoltaic Systems – Power conditioners – Procedure for measuring efficiency
IEC 62109-1	Safety of power converters for use in photovoltaic power systems Part1:General Requirements
IEC 62109-2	Safety of power converters for use in photovoltaic power systems-Part 2: Particular Requirements for inverters
IEC 62109-3	Safety of power converters for use in photovoltaic power systems-Part 3: Particular Requirements for Electronic Devices in Combination with Photovoltaic Elements
IEC 62891	Maximum Power Point Tracking Efficiency of Grid Connected Photovoltaic Inverters
IEC TS 62910	Test Procedure of Low Voltage Ride-Through (LVRT) Measurement for Utility interconnected PV Inverter
IEC 62920	EMC Requirements and Test methods for Grid Connected Power Converters applying to Photovoltaic Power Generating units
IEC 62116	Test Procedure for islanding prevention measures for Utility connected photovoltaic inverters
GRID-CONNECTED PV SYSTEM	
IEC 60947	Connectors for photovoltaic systems - Safety.

IEC 61727	Photovoltaic (PV) systems - Characteristics of the utility interface
IEC 61836	Solar photovoltaic energy systems - Terms, definitions and symbols
IEC 62093	Balance-of-system components for photovoltaic systems
IEC 62446-1	Photovoltaic (PV) systems - Requirements for testing, documentation, and maintenance – Part 1: Grid-connected systems – Documentation, commissioning tests and inspection
IEC 61724 (all parts)	Photovoltaic System Performance Monitoring
IEC TS 63049	Terrestrial photovoltaic (PV) systems – Guidelines for effective quality assurance in PV systems installation, operation and maintenance
IEEE P1547	Series of Standards for Interconnection, May, 2003, NREL/CP-560-34003
GENERAL ENGINEERING STANDARDS	
BS 7354	Code of Practice for Design of high voltage open terminal stations
BS 7430	Code of Practice for Protective Earthing of electrical installations
EN 50521	Connectors for photovoltaic systems - Safety.
IEC 60068-2	Environmental testing of specimen to withstand specific severities of repetitive and non- repetitive nature
IEC 60076	Power transformers - ALL PARTS
IEC 60228	Conductors of Insulated Cables
IEC 60364-1	Electrical installations of buildings - Part 1: Scope, object and fundamental principles
IEC 60364-5-54	Electrical installations of buildings. Part 5: Selection and erection of electrical equipment. Chapter 54: Earthing arrangements and protective conductors
IEC 60364-5-55	Electrical installations of buildings
IEC 60502-1	Power Cables with extruded insulation and their accessories for rated voltages from 1 kV ($U_m = 1.2$ kV) up to 30 kV ($U_m = 36$ kV) Part 1 - Cables for rated voltages for 1 kV ($U_m = 1.2$ kV) and 3 kV ($U_m = 3.6$ kV)
IEC 60840	Power cables with extruded insulation and their accessories for rated voltages above 30 kV ($U_n = 36$ kV) up to 150 kV ($U_n = 170$ kV)- Test methods and requirements
IEC 60664-1	Insulation coordination for equipment within low-voltage systems –Part 1: Principles, requirements and tests
IEC 60909-1	Short circuit calculation in three-phase ac systems.
IEC 62208	General requirements for empty enclosures for low voltage switchgear and control gear assemblies
IEC 62305-3	Protection against lightning, part 3 physical damage and life hazards in structures
IEEE C37.90	IEEE Standard for Relays and Relay Systems Associated with Electric Power Apparatus
IEC 60529	Degree of protection provided by enclosures
Power Quality	
IEC 61000-3-2	Limits - Limits for harmonic current emissions (equipment input current up to and including 16 A per phase)
IEC 61000-3-3	Limits – Limitation of voltage changes, voltage fluctuations and flicker in public low-voltage supply systems, for equipment with rated current ≤ 16 A per phase and not subject to conditional connection
IEC 61000-3-7	Assessment of emission limits for the connection of the connection of fluctuating installations to MV, HV and EHV power systems

IEC 61000-3-11	Electromagnetic compatibility (EMC) - Part 3-11: Limits - Limitation of voltage changes, voltage fluctuations and flicker in public low-voltage supply systems - Equipment with rated current ≤ 75 A and subject to conditional connection.
IEC 61000-6-1	Generic standard -EMC - Susceptibility - Residential, Commercial and Light industry
IEC 61000-6-3	Generic standard - EMC - Emissions - Residential, Commercial and Light industry
IEC 61000-6-5:	Electromagnetic compatibility (EMC) - Generic standards - Immunity for power station and substation environments
IEC TR 61000-3-6	Assessment of emission limits for the connection of distorting installations to MV, HV and EHV power systems
IEEE519	IEEE Recommended practice and requirements for harmonic control of electric power systems, Institute of Electrical and Electronic Engineers.

Schedule D: Interconnection and Metering

1. Interconnection Facilities

1.1. Introduction

(a) *Description of Interconnection Facilities*

The Interconnection Facilities shall consist of:

- (1) the “**CEB Interconnection Facilities**” which shall be the facilities required to interconnect the Facility to the CEB System located on the CEB Substation side of the Interconnection Boundary as shown in **Annexure D.1** to this Schedule, as described in detail in Paragraph 2.
- (2) the “**Seller Interconnection Facilities**” which shall be the facilities required to interconnect the Facility to the CEB System located on the Facility side of the Interconnection Boundary as shown in **Annexure D.1** of this Schedule, as described in detail in Paragraph 3.

(b) *Responsibility and Cost of Installation of CEB Interconnection Facilities in an Outdoor Air Insulated Switchgear Substation (AIS)*

- (1) Seller shall be responsible for the supply, construction, installation, testing and commissioning of the CEB Interconnection Facilities under the supervision of CEB. CEB shall own and be responsible for the operation, maintenance and repair of the CEB Interconnection Facilities as from COD.
- (2) CEB shall contribute up to MUR 4,000,000 (four million rupees) for Air Insulated Substation (“**AIS**”) for the cost of the construction, installation, provision of spare parts and testing of the CEB Interconnection Facilities (specified in Paragraph 2.1 of this Schedule).
- (3) Seller shall within 3 (three) months after the date of this Agreement provide to CEB a schedule showing the date of commencement and completion of the CEB Interconnection Facilities.

(c) *Responsibility and Cost of Installation of CEB Interconnection Facilities in an indoor Gas Insulated Switchgear Substation (GIS)*

- (1) CEB shall be responsible for the supply, construction, installation, testing and commissioning of the CEB Interconnection Facilities. CEB shall own and be responsible for the operation, maintenance and repair of the CEB Interconnection Facilities as from COD.
- (2) Seller must contribute 50% of the cost of the construction, installation and testing of the CEB Interconnection Facilities upon presentation by CEB to Seller of

reasonable evidence of the incurrence of costs by CEB in the installation and testing of the CEB Interconnection Facilities.

- (3) The cost of construction, installation, testing and spares of the CEB Interconnection Facilities to which Seller is to contribute is estimated to be MUR 16,000,000 (sixteen million rupees) exclusive of all taxes. Actual cost payable by Seller will be determined as per Paragraph [1.1 (c) (2)] of this Schedule and shall not exceed 115% of the amount referred above.

(d) Responsibility and Cost of Installation of Seller Interconnection Facilities

- (1) Seller shall within 3 (three) months after the date of this Agreement provide to CEB a schedule showing the date of commencement and completion of the Seller Interconnection Facilities.
- (2) Seller shall be responsible for the cost of the Seller Interconnection Facilities.
- (3) Seller shall own and be responsible for the operation, maintenance and repair of Seller Interconnection Facilities.

2. CEB Interconnection Facilities

2.1. Scope of CEB Interconnection Facilities

Without limitation to Paragraph 1.1(a)(1) of this Schedule, the CEB Interconnection Facilities shall include the equipment described in this Paragraph 2.1.

(a) CEB AIS Substation Equipment

All electrical equipment shown on the single line diagram at **Annexure D.1** on the CEB Substation side shall be installed, tested and commissioned by Seller under the supervision of CEB. This equipment shall include the followings:

- (1) Surge Arrestors (IEC 60099-4)

Surge arrestors shall consist of sealed metal oxide blocks, located inside a polymeric housing of silicone. A surge counter shall be installed for a set of 3 (three) lightning arrestors.

Nominal system voltage:	66 kV
Class:	2
Operating Duty class:	10 kAp
MCOV:	48 kVrms
Quantity:	3

- (2) 66 kV Current Transformers

The CTs shall be of the dry type (either epoxy resin or gas type) and shall have the following details:

- Each core output shall be via a separate, sealable box.
- 66 kV protection and measurement CTs shall be suitably matched with the protection cores to be installed at the Facility side to allow unit protection of the transmission line.

Ratio 1200/800/400/ 1A;

1 x protection, class X, and 2 x protection, 5P20 for Main 1, Main 2 and Back up

1 x Metering, Class 0.2, 15 VA (Ammeter, MWh, MVar)

Quantity: 3 Nos. plus 1 spare

- 66 kV Metering Current Transformers

Ratio 400/200/100/1A;

3 x Metering, Class 0.2, 20 VA (for the purposes of CEB Main Meter, CEB Back-up Meter and Seller Back-up Meter(if applicable)).

Quantity: 3 Nos. plus 1 spare

Note: The burden of the above CTs shall be finalized at the design stage and approved by the CEB prior to installation.

(3) Potential Transformers

The VTs shall be of minimum oil type and shall have 3 (three) cores. Each core output shall be via a separate sealable type sub-fuse box.

Ratio: 66000/ $\sqrt{3}$ /110/ $\sqrt{3}$

Class: 0.2

Burden: 30 VA

Quantity: 3 plus 1 spare

(4) Circuit Breaker (IEC 60056)

The circuit breaker shall consist of 3 (three) identical poles mounted on a single frame supported by a suitable galvanised steel structure. The operating mechanism shall operate the 3 (three) poles simultaneously via a motor driven spring charging mechanism. The breaker units shall be hermetically sealed and filled with SF₆ gas. The breaker unit insulators shall preferably be of glazed porcelain.

Nominal Voltage: 66 kV

Normal load current: 2000 Amps

Breaking Capacity: 31.5 kA

Trip coils Main 30V DC, Back-up 230 VDC; or
Main 110 V DC, Back –Up 110 VDC

		(will be finalized at time of implementation)
Operating Duty cycle:	O-0.3 s-CO-3mins-CO	
Manufacturer:	Schneider Electric/ABB/Alstom or equivalent	
Quantity:	1 plus 1 set of spare parts	

(5) Disconnectors (IEC 60129)

The disconnector shall be of the 3 (three) poles, manually operated type as well as motor operated type with centre-rotating (double break) operation, mounted on a single frame, supported by a suitable steel lattice structure (minimum 2500 mm height).

A common operating shaft shall open and close all 3 (three) poles simultaneously by means of a set of fully adjustable levers and linkages.

Sufficient auxiliary contacts (Type G =7, Type M =4, Type N =5), housed in a dust, vermin and weather-proof enclosure shall be provided.

The fixed contacts (spring-loaded fingers) shall be manufactured from high conductivity hard drawn copper, and silver-plated.

The moving contacts shall be of silver plated high conductivity extruded or hard drawn copper.

The insulators shall consist of glazed porcelain.

Nominal Voltage:	66 kV	
Normal load current:	2000 Amps	
Type of Terminals	Integral 4 matrix-hole aluminium pad to IEC 60518	
Phase Spacing	1600 mm	
Quantity:	2 sets	
Manufacturer:	Schneider Electric/ABB/Alstom or equivalent	

(6) Protection Relays and Panels

The control cubicle shall be of the swing frame type, floor mounted, suitable for controlling the 66 kV circuit breaker of the incoming feeder bay. The protection relays protecting the transmission line at both ends shall be suitably matched and equipped with a fibre-optic interface.

- Primary protection shall comprise 3-pole tripping, phase segregated line current differential protection relay. This primary line protection scheme shall utilize numerical line current differential protection relays

communicating over optic fibre as the Main 1 protection. The relay shall include 4 (four) zones of phase and ground impedance protection elements, which are to be applied as Main 2 protection. This relay shall be of make Schweitzer Engineers Laboratories SEL-411L. The in-built distance impedance protection in the SEL 411L shall be used as second main protection and therefore must be enabled and configured.

- Back-up protection shall comprise one triple pole numerical type inverse/ definite, directional/non-directional overcurrent and earth fault relay equipped with instantaneous high set element (I/O). It must however, be possible to disable the high set elements.
- The inter-tripping control panel shall be designed for the protection of transformer/feeder and be such that tripping of any 66 kV circuit breaker (sending or receiving) results in inter-tripping of the corresponding 66 kV circuit breaker at the remote end of the feeder. In the case of manual opening of the 66 kV circuit breaker at the CEB Substation, inter-tripping of the corresponding breakers at the Facility shall result. However, manual opening of the 66 kV circuit breakers at the Facility shall not trip the corresponding breakers at the CEB Substation.
Notwithstanding the above, it must be ascertained that each line trip shall be followed by a pre-determined synchronizing sequence at the Facility.
- The protection system shall provide for 2 (two) direct communication links to the remote relay via dedicated fibre optic links as shown in the line protection schematic diagram (Annexure D.2). The main protection (being the current differential protection) shall be using one communication channel dedicated to the main protection. In case of failure on this channel, the relay shall automatically switch to the second channel. The second main protection, (being the impedance protection) shall be using only the second channel for communicating with the far end relay.
- In order to ensure compatibility of the line protection scheme, the protection and control panels and relays at both remote ends of the 66 kV line shall be procured, installed, tested and commissioned by Seller's EPC contractor, after obtaining CEB's prior approval, which shall not be unreasonably withheld.

(b) CEB GIS Substation Equipment

In case of GIS, the CEB shall provide details of the CEB Interconnection prior to design and construction.

(c) Panel Controls, Indication, Alarms and Instrumentation

- (1) Breakers and isolators shall have local/remote controls for open/close facilities. Lamp test, AC/DC supply isolation and other accessories on such control panels
- (2) Panel indications shall include all relay operations (segregated actions, i.e. Differential, O/C, E/F, impedance (zones), inter-trip and other protection requirements), breaker and isolators status (open/close) inter-trip send and receive, AC/DC fail, breaker spring charged and other indication as required for other private generators.
- (3) The alarm and trip facilities shall have local indication and also one set of potential-free contacts for onward transmission of the alarm/trip signals to the System Control Centre.
- (4) The following panel instrumentation and other fittings are required in addition to other standard equipment required or implied for the type of panel and scheme functionality:
 - (i) transducer fed voltmeter, ammeter, , MW, MVAR indicating import and export and appropriate test blocks for current and voltage circuits; and
 - (ii) suitable test facilities shall be provided for the secondary injection of current quantities/relay testing and for any other tests as reasonably required by CEB.

(d) Communication Requirements

Seller shall procure, install, test and commission a complete communication system on both side of the Interconnection Boundary, to be interfaced with CEB's existing communication system (Annex D.3).

The complete communication system on each side of the Interconnection Boundary shall be maintained by Seller.

- (1) One-way communication from the CEB Substation to the Facility via the fibre-optic link of:
 - (a) 66 kV breaker status at the CEB Substation (open/close); and
 - (b) Active-Power Control (Signal for Curtailment) when required by the System Control Centre.

- (2) One-way communication from the Facility to the CEB Substation as per Paragraph 3.1(f) of this Schedule.
- (3) From the CEB Substation to the System Control Centre (SCC) the following:

- (i) Remote control facilities shall be provided:

- (a) 66kV Circuit breaker open; and
 - (b) 66kV Circuit breaker close;

- (ii) information shall be made available:

66 kV breakers' status, line fault, MW, MVar, frequency and information as per Paragraph 3.1(f) of this Schedule.

Those information requirements shall be confirmed once it has been established whether the Facility shall be manned or unmanned.

CEB does not require operation on any of the Facility's 66 kV switching device. In the event of line faults requiring isolation, CEB shall use voice communications to arrange for line isolation and earthing.

- (4) Electronic Messaging System

This system, if required, shall be implemented through PC to PC communication using a frame relay service to be secured through telecom services ("**Electronic Messaging System**"). All messages between CEB and the Facility shall be transmitted through the Electronic Messaging System. Messages shall be recorded for eventual use to help monitor/implement contractual conditions.

CEB shall acquire the despatch/messaging software for the Electronic Messaging System. However, each Party shall acquire its own PCs, bear the cost of the communication charges and pay the software user licence fee, (if any) in relation to its use of the Electronic Messaging System.

- (5) Commissioning, Protection Settings and Training.

Seller shall take full responsibility for protection settings, testing and commissioning of the interconnection between the Facility and the CEB System and any changes to settings for CEB equipment affected by the protection settings of Seller's protection equipment shall be agreed by the Parties.

Seller shall provide training/assistance to up to 10 (ten) CEB personnel who shall familiarize themselves with “**overall system protection and operation**”, i.e. of the Facility and the interconnection with the CEB System including setting, testing and commissioning of relays on CEB side of the Interconnection Boundary.

(6) Radio Communication

CEB may install a fixed, private radio operating on CEB’s own network, to be used in case of emergencies.

(e) Metering

CEB Meters shall have an accuracy class of 0.2 and shall measure the electrical energy delivered to CEB by Seller as well as Energy imported by Seller from the CEB System. A cubicle shall be ordered by CEB to house the CEB Meters and, if necessary, power recorder.

The CEB metering circuits shall be totally separate from Seller’s metering circuits. This shall be achieved through cabling directly from the metering CTs and VTs.

CEB shall be fully responsible for the commissioning of the metering circuits associated with the CEB Meters, i.e. all pre-commissioning and final commissioning involving cabling and other circuit verification, CT and VT checks and certification, functional testing, as well as meter calibration, secondary injection and final documentation.

The cost of the metering panel shall be shared equally between both parties if the CEB Meters and Seller’s Back-up Meter (if applicable) are located in the same panel. In addition the panel shall also provide space for the accommodation of a digital 3-phase power recorder/monitor with remote communication capabilities, for power quality analysis, energy management, data transfer and supervisory control needs.

(f) Miscellaneous Equipment

In case of AIS Substation, Seller shall install the following equipment in accordance with the provisions set forth in Paragraph 1.1(c) and Paragraph 1.1(d) of this Schedule, respectively:

- (1) supporting structures and gantry as per CEB standard;
- (2) conductors & insulators;
- (3) busbars & fittings;
- (4) control panel, circuit breakers & isolating switches; and
- (5) fibre-optic interfaces.

2.2. Scope of Interconnection

Seller shall provide Interconnection Facilities on the CEB side of the Interconnection Boundary up to [.....] MVA [*Seller to provide*]. In the event of a material change or modification to the configuration and/or operation of the Facility, the Parties shall negotiate appropriate revisions to this Agreement and this Schedule as necessary to permit Seller to provide Interconnection Facilities on the CEB side of the Interconnection Boundary in a secure and reliable manner after the implementation of such change or modification.

3. Seller Interconnection Facilities

3.1. Scope of Seller Interconnection Facilities

Without limitation to Paragraph 1.1(a)(2) of this Schedule, the Seller Interconnection Facilities shall include the equipment described in this Paragraph 3.1.

(a) Transmission Facility

All electrical equipment shown on the single line diagram at Annexure A.4 of Schedule A of the Facility side of the Interconnection Boundary shall be procured and installed by Seller.

(1) Transmission Lines

The 66 kV transmission line may be erected on concrete poles with the three All Aluminium Alloy supported by tie-top insulators and long rod porcelain insulators.

Where the 66 kV transmission line crosses or runs parallel to CEB's existing lines and have a clearance of less than 4 (four) meters, Seller shall reimburse all costs incurred by CEB in connection with insulating or placing underground, the relevant portions of CEB's existing transmission or distribution lines to the extent necessary.

Seller's 66 kV transmission line shall be fitted with a fibre-optic ground wire ("OPGW") to allow data transmission and communication between the Facility and CEB Substation.

(2) 66kV Transformer Bay

At least one 66 kV transformer bay comprising [...] kV/66 kV step-up transformer(s) [*Seller to provide*] of appropriate rating, lightning arrestors, current and potential transformers, circuit breaker, an isolator (preferably as specified in Paragraph 2.1 (a)) of this Schedule.

(b) Protection and System Quality

Seller shall, at own its expense, install, maintain, and operate system protection facilities on the Facility side of the Interconnection Boundary, including such protective and regulating devices, or as otherwise necessary, to protect personnel and equipment and to minimize deleterious effects to CEB's electric service operation arising from the Facility. Any such protective or regulating devices that may be required on CEB's facilities in connection with the operation of the Facility shall be installed by Seller prior to the written approval of CEB.

(c) Requirements for Protection

- (i) For transmission line protection, Seller's installation shall comply with Paragraph 2.1 (a) (6) of this Schedule.
- (ii) Seller shall provide, install, own, and maintain relays, circuit breakers, and all other devices necessary to remove promptly any fault or contribution of the Facility to any short circuit occurring on the CEB System not otherwise isolated by CEB equipment. Such protective equipment shall include a disconnecting device to be located between the Facility and the CEB System. Seller shall be responsible for protection of the Facility and Seller's other equipment from such conditions but not limited to as negative sequence currents, over- or under-frequency, and over-voltage or under-voltage. Seller shall be solely responsible for the provision of equipment to disconnect the Facility and Seller's other equipment when any of the above-described disturbances occur on the CEB System.

(d) Panel Controls, Indications Alarm and Instrumentation

Seller shall comply with the requirement of Paragraph 2.1(b) of this Schedule.

(e) System Quality

Seller's facilities and equipment shall not cause excessive voltage excursions nor cause the voltage to drop below or rise above the range maintained by CEB. Seller's facilities and equipment shall not introduce excessive distortion to the sinusoidal voltage or current waves and be in accordance with IEC 61000-2-2, IEC 61800-3, IEC 60868, IEC 61400-21, IEEE 519 and any other applicable relevant latest standards.

(f) Communications Equipment

Seller shall comply with the relevant requirements in Paragraph 2.1(c) of this Schedule.

The following information shall be made available at the CEB Substation via the fibre-optic link:

Telesignals (Status)

- (1) Open/close position of the Circuit Breakers of the Step Up Transformer(s);
- (2) Open/close position of the 66kV circuit breakers at the Facility;
- (3) Open/close position of the 22kV circuit breakers, if required by the System Control Centre;
- (4) Open/Close position of the Low Voltage Circuit Breakers;
- (5) Communication equipment faulty;
- (6) Relay Auxiliary Supply Fault; and
- (7) Alarms – which shall be determined with CEB at design stage of the Facility.

Telemeasurements/Teleprotection

- (1) Protection systems health status;
- (2) Line protections;
- (3) Inter-trip send and receive
- (4) Energy, MW, MVar, power factor and voltage level at the sending end terminals ; and
- (5) MW, MVar and voltage level at the sending end terminals.

MW Curtailment Data

Seller shall make available the following signals at the SCC

- (1) Curtailment facility status indication (ON/OFF).
- (2) Curtailment in progress; and
- (3) Facility MW curtailment set-point value (MW feedback)

(g) Data Storage

Seller shall store the followings data, which shall be made available to CEB on request:

1. Solar Irradiance; and
2. Temperature.

(h) Miscellaneous

Seller shall comply with Paragraph 2.1(e) of this Schedule.

4. Joint Use Facilities

4.1. Scope of Joint Use Facilities

- (a) CEB and Seller shall operate and maintain their respective communication systems with all associated interface equipment to facilitate the following:

Two-way communication modes:

- current differential protection;
- inter-trip send and receive; and
- single dedicated telephone circuit between the Facility's and System Control Centre / Substation.

- (b) In accordance with mutually-agreed procedures, CEB and Seller shall jointly operate the items shown in Annexure D.2 (together, the “**Joint Use Facilities**”) in accordance with Good Industry Practice, including:

- (1) closing breakers to accomplish interconnection, but not synchronization, of the Facility to the CEB System;
- (2) opening breakers to remove the Facility from service;
- (3) opening disconnectors;
- (4) in-service relay testing; and
- (5) battery system testing and maintenance

5. Modelling requirements

Seller shall provide CEB with a detailed model complete with dynamic model of the Facility in DIGSILENT Powerfactory format suitable for electrical studies and calculations. Details of the software version shall be provided by CEB.

CEB may request that the models be updated, during the operational period of this Agreement, to be compatible with changes in the CEB's computing environment. Upon such request, Seller shall update such models without undue delay and shall submit the updated models to CEB.

5.1. Requirement to Provide Dynamic Models

Seller shall provide CEB with validated dynamic models of the Facility. Appropriate data and parameter values shall be provided by Seller.

The models shall be able to calculate how quantities such as active Power output, reactive Power output, primary resource (e.g. irradiance etc.) vary as factors such as the voltage at the Interconnection Boundary measured at the Point of Delivery change. They shall take account of the inherent dynamic characteristics of the machines and the actions of their control and protection systems, including the Low Voltage Ride Through (LVRT) and High Voltage Ride Through (HVRT) capabilities.

5.2. Features to be Represented in the Dynamic Model

The dynamic model shall represent the features and phenomena likely to be relevant to angular, frequency and voltage stability. These features include but may not be limited to:

- (a) The electrical characteristics of the PV modules and Inverters;
- (b) The mechanical characteristics of the whole mechanical shaft;
- (c) Variation of electrical power output with the primary resource;
- (d) Active and Reactive Power controls and limiters;
- (e) Power plant controller
- (f) Reactive Power compensation Equipment;
- (g) Protection relays.
- (h) Saturation curves of power transformers and CTs
- (i) Damage curves of power transformers
- (j) Harmonic current injections
- (k) Any features required by CEB

5.3. Model Documentation

The Facility Model shall be fully documented. The documentation shall describe in detail the model structure, inputs, outputs and how to set up and use the model in the simulation software environment that can be used by CEB to simulate the dynamic performance of the Facility, specifically voltage control, load ramping and frequency support within the design operating range of the Facility.

The document shall at least contain the following:

- (a) The operating parameters on which the model is based;
- (b) A model for the dynamic response of the Facility in block diagram form including Laplace transfer functions
- (c) A detailed list of gains, constants and parameters, with explanations of the derivations for each of the modelled functions.
- (d) Plant test data from which the model was derived.

CEB may, when necessary to ensure the proper running of its complete system representation or to facilitate its understanding of the results of a dynamic simulation, request additional information concerning the model, including the source code of one or more routines in the model. Seller shall comply with any such request without delay. In the event that the information is confidential on the basis that it incorporates trade secrets, CEB shall not disclose the information so designated to any third party.

5.4. Model Validation

All models provided to CEB for use in dynamic simulations shall be validated against site measurements. The Independent Engineer shall certify that the behaviour shown by the model under simulated conditions is representative of the behaviour of the Facility under equivalent conditions.

For validation purposes, Seller shall ensure that appropriate tests are performed and

measurements are taken to assess the validity of the dynamic model. Seller shall provide all available information showing how the predicted behaviour of the dynamic model to be verified with the actual observed behaviour of a prototype or similar PV modules/Inverter under laboratory conditions and / or actual observed behaviour of the real Facility as installed and connected to the CEB System.

If the on-site measurements or other information provided indicate that the dynamic model is not valid in one or more respects, Seller shall provide a revised model whose behaviour corresponds to the observed on-site behaviour as soon as reasonably practicable.

The conditions validated should as far as possible be similar to those of interest, e.g. low short circuit level at Interconnection Boundary, large frequency and voltage excursions, primary resource variations.

5.5 Parameters Monitoring

In order to maintain the accuracy of the model, Seller shall periodically submit to CEB the operating parameters to determine if there is any decay which should be modelled.

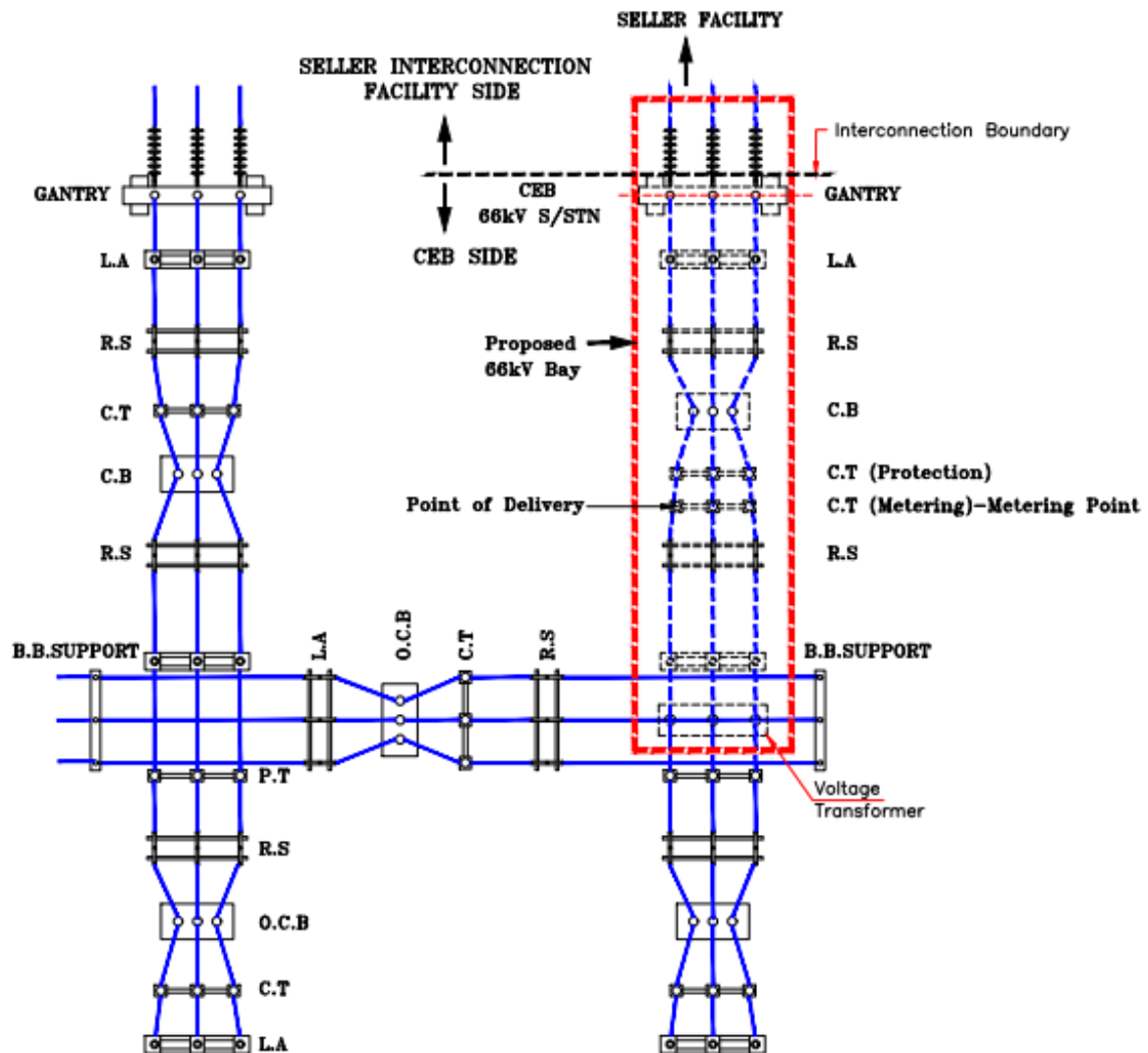
Seller shall carry out routine and prototype response tests on voltage and power-frequency controls for the Facility at which major refurbishment or upgrades have taken place. Routine review is required at least once every 5 (five) years.

6. Weather Data

The weather data as measured by sensors as defined in Schedule A of this Agreement shall be made available to CEB upon request.

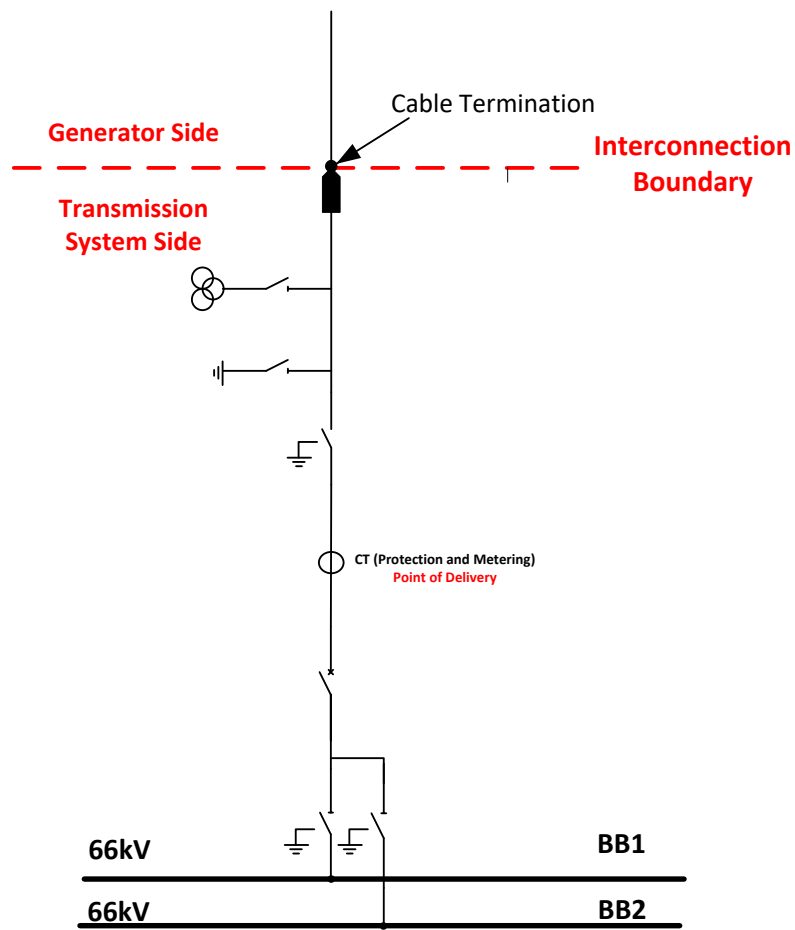
The sampling rate of the data to be of 60 seconds, unless otherwise agreed with the CEB.

Annexure D.1A: CEB Interconnection Facilities (AIS)



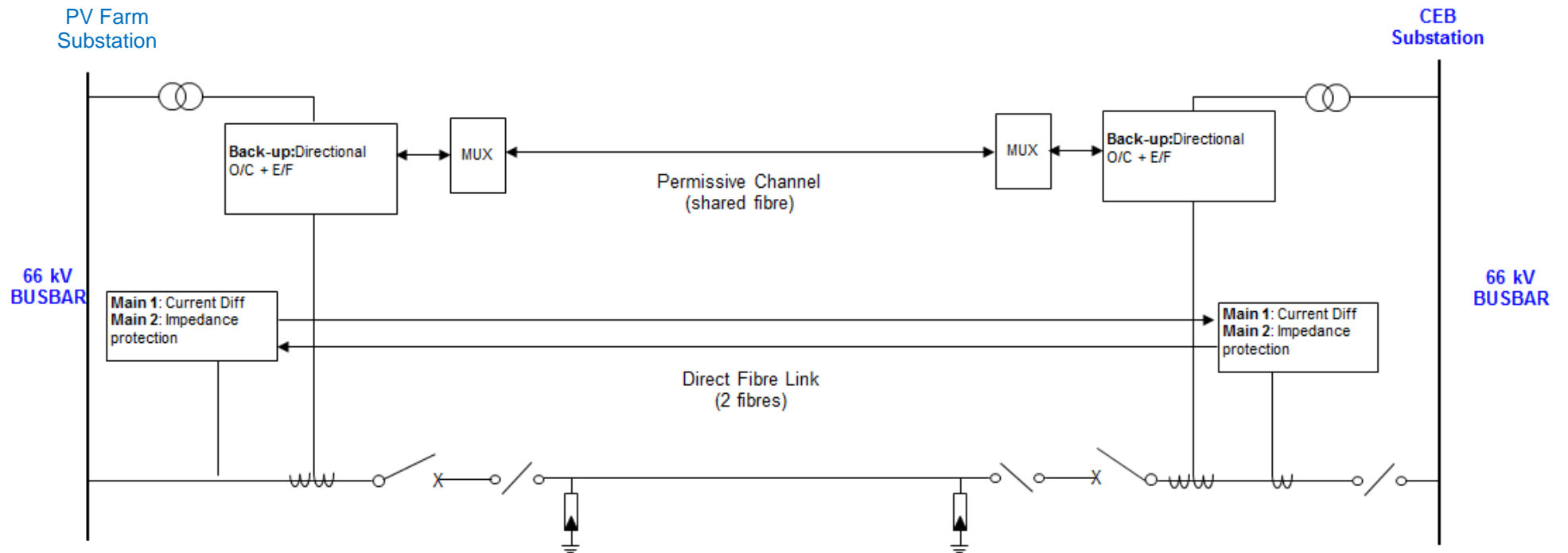
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Annexure D.1B: CEB Interconnection Facilities (GIS)

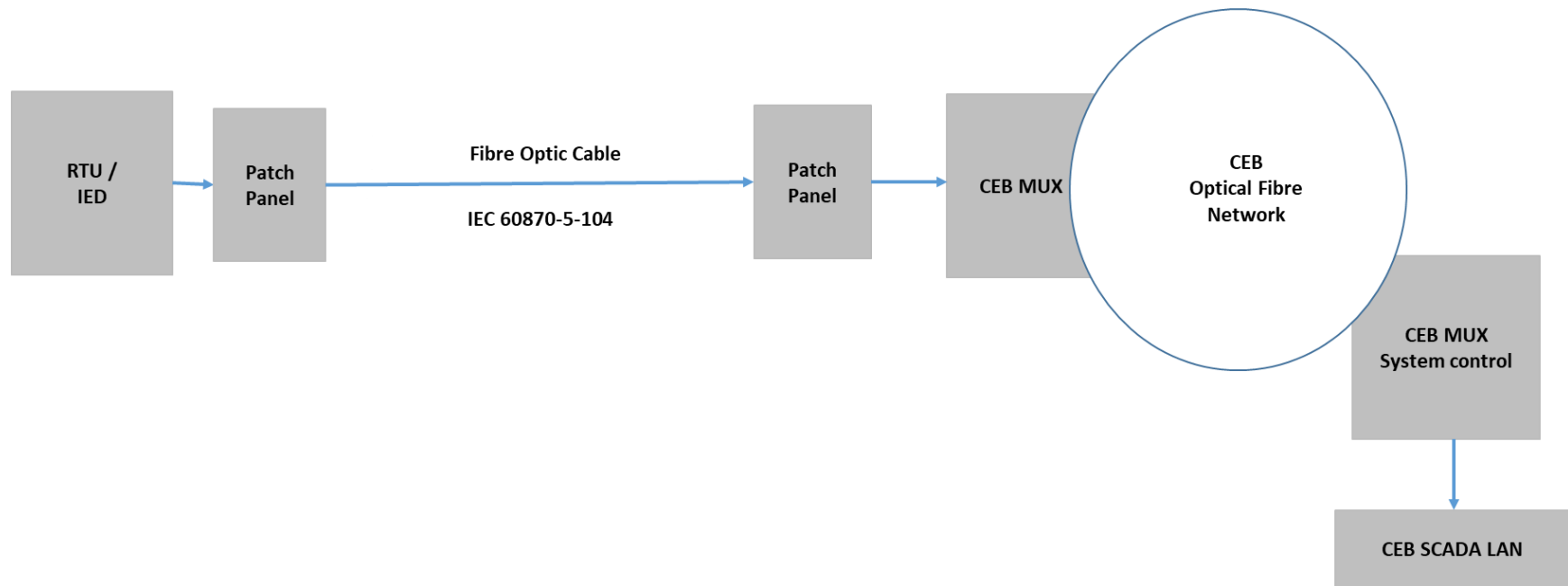


Annexure D.2: Joint Use Facilities

PROPOSED LINE PROTECTION SCHEME FOR 66KV LINE FROM FACILITY TO CEB SUBSTATION



Annexure D.2: Communication Requirement



Schedule E: Guaranteed Operating Characteristics

Part 1: Guaranteed Operating Characteristics

1. The Maximum Capacity of the Facility shall be [...] MW_{ac} at the Point of Delivery.

Part 2: Tolerance to frequency variations

1. The Facility shall be capable of remaining connected to the CEB System and operate within the frequency ranges and time periods specified in Table 1 below unless otherwise instructed by CEB.

Table 1: Tolerance to frequency range

Frequency (F) range	Requirement
$51.5 \text{ Hz} < F \leq 52.0 \text{ Hz}$	Operation for a period of at least 15 seconds is required
$51.0 \text{ Hz} < F \leq 51.5 \text{ Hz}$	Operation for a period of at least 90 minutes is required
$49.0 \text{ Hz} < F \leq 51.0 \text{ Hz}$	Continuous operation is required
$47.5 \text{ Hz} < F \leq 49.0 \text{ Hz}$	Operation for a period of at least 90 minutes is required
$47.0 \text{ Hz} < F \leq 47.5 \text{ Hz}$	Operation for a period of at least 20 seconds is required
$F \leq 47.0 \text{ Hz}$	Operation for a period of at 3 seconds is required

2. The Facility shall remain connected to the CEB System during a rate of change of system frequency of values up to and including 2.5 Hz per second measured as a rolling average over 500 ms.
3. No additional inverter shall be synchronized while the transmission system frequency is 50.5 Hz or above

Part 3: Tolerance to voltage requirements

1. The Facility shall remain continuously connected to the CEB System at their maximum available active power or curtailed active power output for normal system disturbance conditions when voltage is within prescribed range (for example: 66 kV -10% to + 12%).
2. Each Inverter of the Facility shall avoid introducing undue resonance leading to over voltage at grid connection point.

Part 4: Re-Connection time

Following a protection initiated disconnection, the Facility shall remain disconnected from the network until the voltage and frequency at the supply terminals has remained within the nominal limits for at least 3 minutes. The final setting shall be provided by Seller, at least 90 (ninety) Business Days prior to the SCOD.

Automatic reconnection shall only be allowed when disconnection was due to operating parameters being outside the normal operating range, not if disconnection was caused by malfunctioning of any devices within the Facility.

Part 5: Fault Ride Through Requirements

5.1 Low Voltage Ride Through

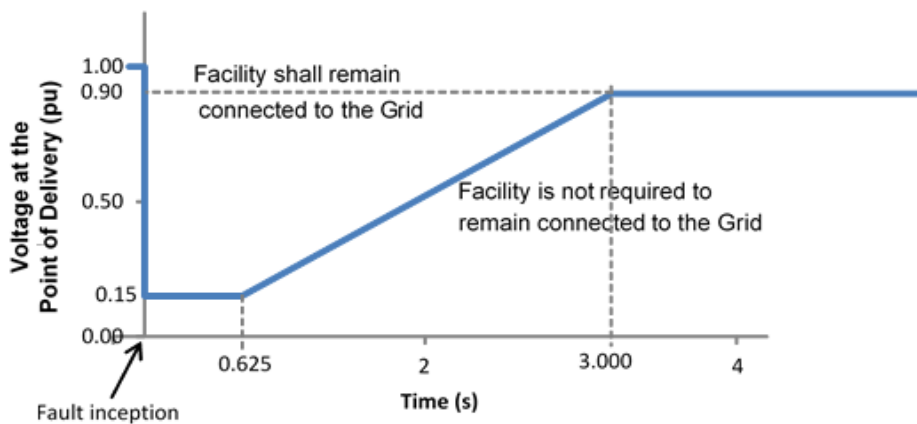


Figure 1. Low Voltage Ride Through Capability

In addition to remaining connected to the CEB System, the Facility shall have the technical capability to provide the following:

- During the CEB System voltage dip each inverter of the Facility shall provide active power in proportion to retained voltage and maximise reactive current to the CEB System without exceeding the inverter Limit. The maximisation of reactive current shall continue until the CEB System voltage recovers to within the normal operational range of the CEB System.
- The above Fault Ride Through curve shall be coordinated with the under-voltage protection settings scheme of the Facility to ensure grid support during fault conditions.
- A different LVRT curve may be required by the CEB, to ensure the CEB System reliability and security. In such case, Seller shall implement the new LVRT within two weeks from an official request made by the CEB.

5.2 High Voltage Ride Through

The Facility shall remain synchronised during and following any fault disturbance anywhere on the network which could result in a voltage rise at the Interconnection Boundary of magnitude and duration up to and including the curve in Figure 2 below.

Exceeding the solid border line in Figure 3 shall trigger the immediate disconnection of the Facility. The Facility must be capable of remaining connected at or below the limit in Figure 2 for any CEB System conditions.

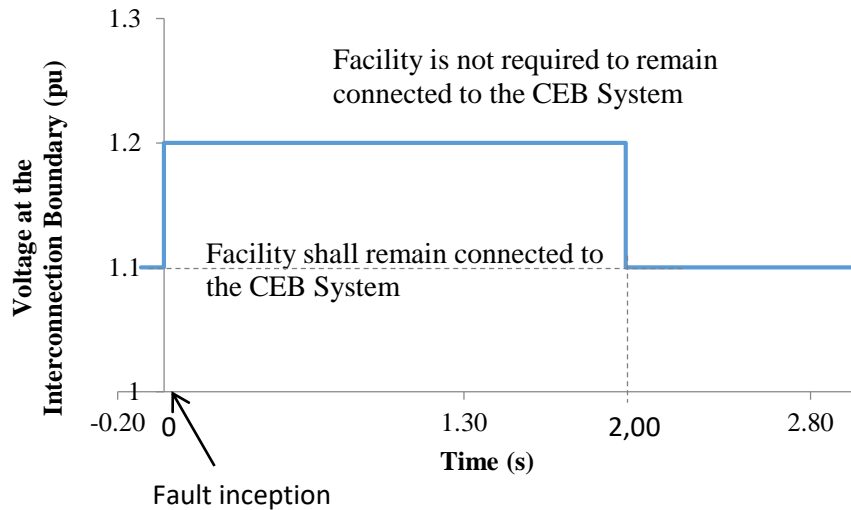


Figure 2. High Voltage Ride Through Capability.

Part 6: Frequency Requirements

The Facility shall be fitted with a fast-acting proportional active power control system or equivalent control device to provide frequency response. The frequency or speed control device(s) may be on the Facility control station.

The Facility shall be able to provide at least the Active Power output response to frequency changes displayed in Figure 4. The active power output shall be only allowed to increase again as soon as the frequency is only 50.05 Hz. Above 52 Hz and below 47 Hz, the Facility shall be disconnected from the CEB System.

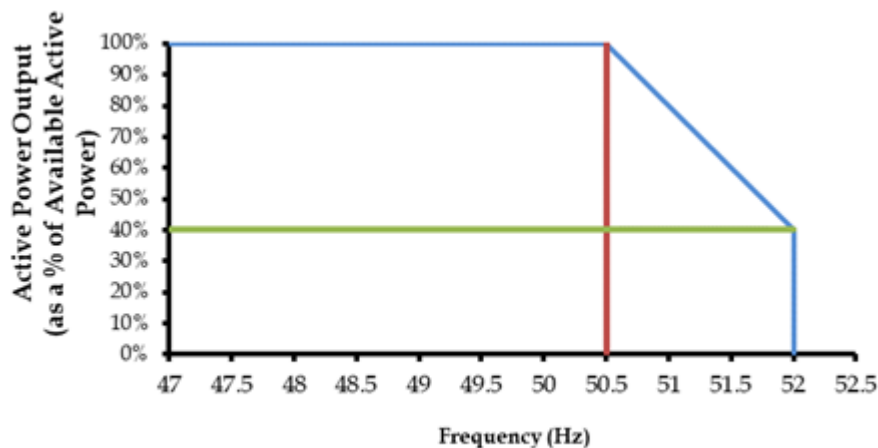


Figure 3. Frequency Response requirements

Part 7.0: Power Quality

The Facility shall maintain the voltage waveform quality at the Interconnection Boundary measured at the Point of Delivery within the limits specified in this section.

7.1 Harmonic Voltage and Current Distortion

Harmonics measurement at the Interconnection Boundary measured at the Point of Delivery of the Facility shall be taken in accordance with methodologies of IEEE STD 519.

7.2 Voltage Fluctuations

Seller shall ensure that the connection of the Facility to the CEB System does not result in the level of fluctuation of the supply voltage on the CEB System at the Interconnection Boundary, measured at the Point of Delivery, exceeding limits set out below.

7.2.1 Voltage Flicker

Seller shall take responsibility for limiting Voltage Flicker caused by their Facility to remain within the maximum values at the Interconnection Boundary, measured at the Point of Delivery, specified in IEC TR 61000-3-7.

7.2.2 Voltage Changes

Seller shall ensure that the disturbance levels introduced by the Facility do not promote rapid voltage changes at the Interconnection Boundary, measured at the Point of Delivery, above the limits specified in Table 2 below with the stated frequency of occurrence, where

$$\% \Delta V_{\text{steadystate}} = \left| 100 \times \frac{\Delta V_{\text{steadystate}}}{V_0} \right|$$
$$\% \Delta V_{\text{max}} = 100 \times \frac{\Delta V_{\text{max}}}{V_0}, \text{ and}$$

- i) V_0 is the initial steady state voltage;
- ii) $V_{\text{steadystate}}$ is the CEB System voltage reached when the rate of change of CEB System voltage over time is less than or equal to 0.5% over 1 second and $\Delta V_{\text{steadystate}}$ is the absolute value of the difference between $V_{\text{steadystate}}$ and V_0 ;
- iii) ΔV_{max} is the absolute value of the maximum change in the CEB System voltage relative to the initial steady state CEB System voltage of V_0 ;
- iv) All voltages are the root mean square of the voltage measured over one cycle refreshed every half a cycle as per IEC 61000-4-30;
- v) The voltage changes specified are the absolute maximum allowed, applied to phase to ground or phase to phase voltages whichever is the highest change;
- vi) Voltage changes in category 3 only occur for infrequent or unplanned operational activities due to commissioning, maintenance and fault restoration, and in circumstances notified to CEB, such as for example commissioning in accordance with a commissioning programme, implementation of a planned outage; and
- vii) For connections where voltage changes would constitute a risk to the CEB System, then CEB may reasonably limit the number of voltage changes in category 2 or 3 to a lower number than specified in Table 2 below to ensure

that the total number of voltage changes at the Interconnection Boundary remains within the limits of Table 2.

Table 2. Limits for Rapid Voltage Changes

Category	Maximum number of occurrences	$\% \Delta V_{\max}$ and $\% \Delta V_{\text{steadystate}}$
1	No limit	$ \% \Delta V_{\max} \leq 1\%$, and $ \% \Delta V_{\text{steadystate}} \leq 1\%$
2	Occurrences per hour with events evenly distributed according to Figure 5 below, where*: 180 for $ \% \Delta V_{\max} = 1\%$ 18 for $ \% \Delta V_{\max} = 2\%$ 5 for $ \% \Delta V_{\max} = 3\%$	$1\% < \% \Delta V_{\max} \leq 3\%$, and $ \% \Delta V_{\text{steadystate}} \leq 3\%$
3	No more than 4 per day for Commissioning, Maintenance and Fault Restoration	$\% \Delta V_{\max} \leq 12\%$ for up to 80ms. $\% \Delta V_{\max} \leq 10\%$ for up to 2s. $\% \Delta V_{\max} \leq 5\%$ for up to 0.5s. $\% \Delta V_{\text{steadystate}} \leq 3\%$.

(*) Occurrences for other voltage changes are obtained by linear interpolation

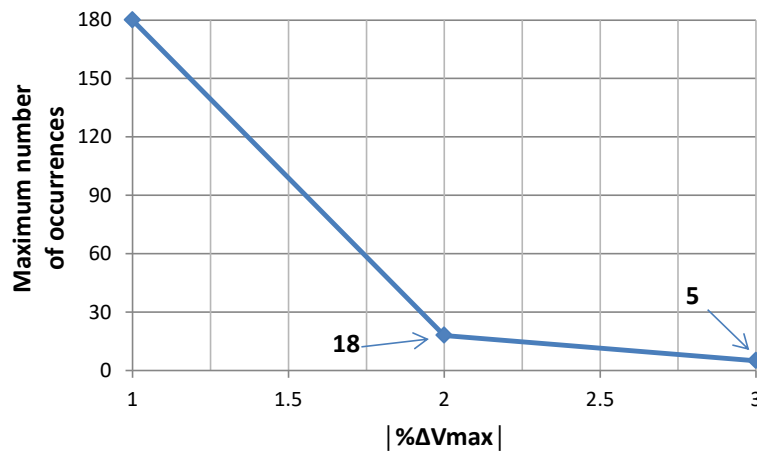


Figure 4. Maximum allowed occurrences per hour for voltage changes within Category 3

7.3 Phase Unbalance

The weekly 95 percentile of Phase (Voltage) Unbalance, calculated in accordance with IEC61000-4-30 and IEC61000-3-13, on the CEB System shall be less than or equal to 1.3% unless abnormal conditions prevail.

The Phase Unbalance shall be calculated from the ratio of root mean square (rms) of negative phase sequence voltage to rms of positive phase sequence voltage, based on 10-minute average values, in accordance with IEC 61000-4-30.

Part 8.0: Reactive power capability

The Facility shall be at least capable of operating at any point within the P-Q Capability Diagram schematically shown in and defined in Figure 5 below, as measured at the Point of Delivery on CEB side of the Interconnection Boundary:

- At Maximum Effective Capacity between: 0.95 power factor leading to 0.95 power factor lagging; available from 20% of Maximum Effective Capacity
- At between 20% Maximum Effective Capacity and 5% Maximum Effective Capacity, MVAR capability to be not less than indicated by straight lines drawn between the requirement at 20% Maximum Effective Capacity and the origin of the plot of MVAR capability against MW output.
- When operating below 5% Maximum Effective Capacity, there is no Reactive Power capability requirement, however the Facility can only operate within the reactive power tolerance range not exceeding $\pm 5\%$ of Maximum Effective Capacity; that is within the box in dashed lines in Figure 5.

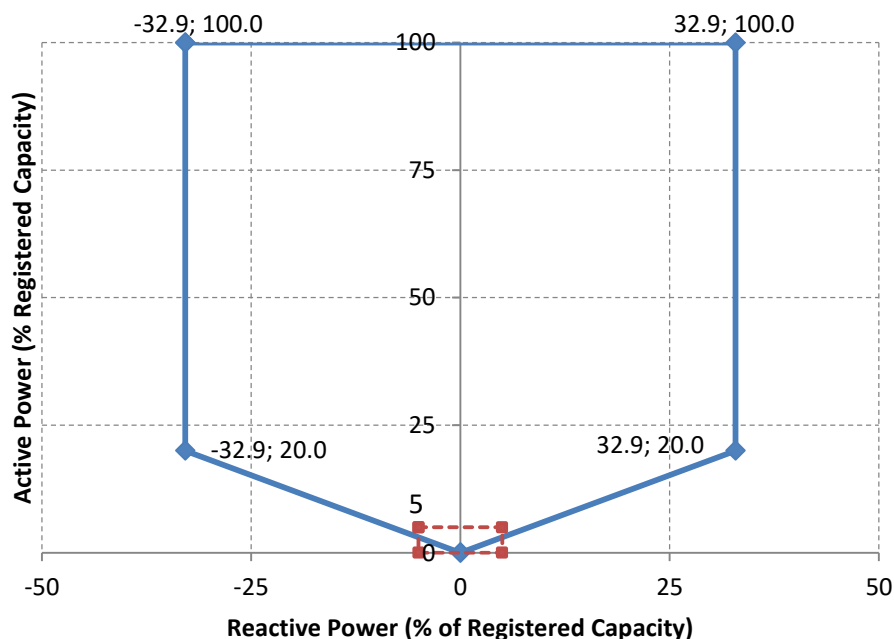


Figure 5. P-Q Capability Diagram

The Facility's Substation transformer shall be designed such that the Facility capability shall be possible over the full range of CEB System voltages specified in Part 3 of this Schedule.

Part 9.0 Reactive Power and Voltage Control Functions

The Facility shall be capable of contributing to voltage control by continuous changes to the reactive power supplied to the CEB System.

The Facility shall be equipped with reactive power control functions capable of controlling the reactive power supplied by the Facility at the Interconnection Boundary, measured at the Point of Delivery, as well as voltage control function capable of controlling the voltage at the Interconnection Boundary, measured at the Point of

Delivery, via orders using set points and gradients.

The reactive power and voltage control functions shall be mutually exclusive, which means that only one of the 3 (three) functions mentioned below can be activated at a time:

- a) Voltage Control;
- b) Power Factor Control; and
- c) Reactive Power Control

The Facility shall control the voltage at its side of its Interconnection Boundary with a set-point of 1.00 per unit unless otherwise specified by CEB. The Facility shall not change the functional mode and set-point unless instructed by CEB.

9.1 Reactive Power Control

Reactive Power control is a control function controlling the Reactive Power supply and absorption at the Interconnection Boundary independently of the active power and the voltage.

If the Reactive Power control set point is to be changed by CEB, the Facility shall update its set point value in response to the new value within two seconds. The Facility shall respond to the new set point within 30 seconds after receipt of an order to change the set point unless otherwise agreed with CEB.

The controlled Reactive Power set point shall not deviate from the given set point by more than $\pm 2\%$ of the set point value or by $\pm 0.5\%$ of maximum Reactive Power after stabilization following a change of setpoint, whichever yields the highest tolerance.

The Facility shall be able to receive a Reactive Power set point with an accuracy of at least 1 kVAR.

9.2 Power Factor Control

Power Factor Control is a control function controlling the reactive power proportionally to the active power at the Interconnection Boundary measured at the Point of Delivery.

If the power factor set point is to be changed by CEB, Seller shall update its set point value in response to the new value within 2 seconds. Seller shall respond to the new set point within 30 seconds after receipt of an order to change the set point unless otherwise agreed with CEB.

The power factor at the Interconnection Boundary, measured at the Point of Delivery, shall not deviate by more than ± 0.02 of the set point.

9.3 Voltage Control

Voltage control is a control function controlling the voltage at the Interconnection Boundary measured at the Point of Delivery.

If the voltage set point is to be changed, such change shall be commenced within 2 seconds and completed no later than 30 seconds after receipt of an order to change the

set point unless otherwise agreed with CEB.

The controlled voltage shall not deviate from the set point by more than $\pm 0.5\%$ of the nominal voltage. The control droop, defined as the voltage change (per unit) caused by a change in reactive power (per unit), shall be set accordingly.

When the voltage control has reached the Facility's design limits, the control function shall await possible overall control from the transformer on load tap changer or other voltage control functions.

Part 10: Active Power Constraint Functions (Curtailment)

For system security reasons it may be necessary for the CEB to curtail the Facility Active Power output. The Facility shall thus be capable of:

- (a) operating at a reduced level if active power has been curtailed by CEB for system security reasons; and
- (b) receiving a telemetered MW curtailment set-point sent from CEB.

The Facility shall be equipped with constraint functions, i.e. supplementary active power control functions. Activation of the Active Power Constraint Functions shall be agreed with CEB.

The required constraint functions are as follows:

(a) Absolute production constraint

An Absolute Production Constraint is used to constrain the output active power from the Facility to a predefined power MW limit at the Interconnection Boundary measured at the Point of Delivery.

If the set point for the Absolute Production Constraint is to be changed, the Facility shall commence such change within two seconds and the change shall be completed no later than 30 seconds after receipt of an order to change the set point unless otherwise agreed with CEB.

The accuracy of the control performed and of the set point shall not deviate by more than $\pm 2\%$ of the set point value or by $\pm 0.5\%$ of the Maximum Capacity at the Point of Delivery, whichever yields the highest tolerance.

(b) Power gradient constraint.

The Facility control system shall be capable of controlling the ramp rate of its Active Power output with a maximum MW per minute ramp rate of [*Maximum capacity at the Point of Delivery*/ 5] MW.

These ramp rate settings shall be applicable for all ranges of operation including positive ramp rate during start up, positive ramp rate only during normal operation and negative ramp rate during controlled shut down. They shall not apply to frequency regulation.

Schedule F: Project Completion Schedule

1. Project Completion Schedule

Seller shall comply with the requirements set forth in this Schedule F for each of the Project Milestones. Within 15 (fifteen) days of the date of each Project Milestone, Seller shall notify CEB of such compliance along with necessary particulars thereof.

2. Project Milestone I

2.1. Seller shall fulfill the Conditions Precedent specified in Clause 3.1 on or before 9 (nine) months from the date of execution of this Agreement.

3. Project Milestone II

3.1. Seller shall achieve the Construction Start no later than 30 (thirty) Business Days after the Effective Date.

4. Project Milestone III

4.1. Seller shall achieve Commercial Operation Date on or before 8 (eight) months after the Effective Date.

Schedule G: Operating Procedures

Part 1: Key Personnel List

- 1.1 Seller shall notify CEB of:
- 1.1.1 the identities of and contact details for the Plant Manager, who shall be responsible for general communications and contract management and the technical officer, who shall be responsible for technical and dispatching instructions and the maintenance of the Facility (“**Seller Operator**”) at least 30 (thirty) days prior to the SCOD.
 - 1.1.2 any changes from time to time in the identities of and contact details for such persons.

Part 2: Communications

1.1 Day-to-Day Communication with Seller

- 2.1.1. Seller must notify CEB the identity (name, telephone number, e-mail and fax number) of the Seller Operator on duty at the Facility.
- 2.1.2. Seller may obtain the identity of the CEB technical officer on duty who shall be responsible for issuing dispatching instructions at the System Control Centre to Seller (“**CEB Operator**”).
- 2.1.3. Notifications of the identity of each Operator shall be made through the Electronic Messaging System (EMS) referred to in Paragraph 2.1 of Part 1 of this Schedule or, if the Electronic Messaging System is unavailable, by telephone or radio.
- 2.1.4. If the Seller Operator changes, Seller shall notify CEB accordingly in accordance with Paragraph 1.1 and 1.2 of this Schedule. Any instruction or communication issued by an operator to the other operator shall identify the Operator issuing the communication.
- 2.1.5. The daily communication shall be done through the EMS software. However, under any emergency conditions requiring an immediate action or response from either the Seller Operator or the CEB Operator, then communication can be carried out through telephone. In cases the Electronic Messaging System is not operational; the communications shall be undertaken through telephone and mail.
- 2.1.6. Notwithstanding the above and pursuant to Clause 20.15, any notice or other communication in connection with the operational matters contemplated by this Agreement shall be in writing and shall also be given to:

Principal Engineer System Control

P.O. Box 40,
Royal Road

Curepipe, Mauritius

Phone: 601 1100

Fax: 675 7958

e-mail: ceb@intnet.mu

1.2 Operational Communications

- 1.2.1 Seller shall install and maintain the Electronic Messaging System and other telephony and communication equipment as is specified in Paragraphs 2.1(c) and 3.1(e) of Schedule D which shall be used for all operational communications between Seller and CEB.
- 1.2.2 Seller shall provide standard voice, e-mail and facsimile communications through use of the public telecommunications system. Seller shall promptly inform CEB by facsimile or e-mail if the standard voice, e-mail and facsimile communications is not operating at any time.
- 1.2.3 CEB shall maintain the telemetry equipment and the circuits from the Point of Delivery to the System Control Centre, as set out in Schedule D, which shall be used for all operational communications between CEB and Seller.
- 1.2.4 All information exchange and instructions pursuant to the dispatch procedures and all other operational information exchange for instance relating to system coupling or decoupling and scheduled and unscheduled shutdowns shall be made using the telephony and communication equipment as per Section 2.1(c) of Schedule D. All communications by way of the telephony and communication equipment shall take place between the Facility and the System Control Centre in accordance with the provisions of Schedule D and this Schedule G.
- 1.2.5 All instructions and communications by way of the Electronic Messaging System or e-mail or facsimile shall be in English. If given by telephone or radio, instructions and communications shall be in English or French.
- 1.2.6 The costs of maintaining and operating the telephony and communication equipment and the Electronic Messaging System required to be obtained by Seller pursuant to Paragraph 2.1 of this Schedule in the Facility shall be borne by Seller.

Part 3: Dispatch

2.1 Dispatch Procedures

1.1 Introduction

The objective of these procedures is to:

- 1.1.1 enable CEB to issue Dispatch Instructions to Seller to ensure (as far as possible) the reliability and integrity of the CEB System and the security and quality of supply to consumers; and
- 1.1.2 provide Seller with sufficient certainty to enable Seller to comply with its obligations under Section 10.6 in relation to Dispatch Instructions from CEB in accordance with the Guaranteed Operating Characteristics.

1.2 Seller Weekly, Daily and half hourly forecast

- 1.2.1 Seller shall submit in writing by facsimile or e-mail to CEB in respect of the Facility by 16:00 hours each Monday, the One Week Ahead Production Forecast in MW which will run from 00:00 hours on the next following Tuesday to 24:00 Hours on the following Monday. This schedule shall describe the availability of each Inverter installed in the Facility during the period specified and the production forecast at every interval of 30 minutes.
- 1.2.2 Seller shall at 17:00 hours on the previous day, submit to CEB the One Day Ahead Production Forecast in MW of the Facility the following day for every interval of 30 minutes.
- 1.2.3 Seller shall at every interval of 30 minutes, submit to CEB the Revised Forecast in MW of the Facility.

1.3 Dispatch

1.3.1 Dispatch Instructions

Dispatch Instructions:

- (a) shall be issued in respect of the Facility;
- (b) will be issued directly to the Seller Operator in accordance with Paragraph 1.3.2 of this Part 3; and
- (c) subject to Paragraph 1.3.1(a) above of this Part 3, must be consistent with Seller's Revised Forecast or the One Day Ahead Production Forecast or the One Week Ahead Production Forecast for the Facility and the Guaranteed Operating Characteristics.

1.3.2 Scope of Instructions

Dispatch Instructions may include:

- a) the power factor which will be maintained by the Facility at a set point given by CEB in accordance with the Guaranteed Operating Characteristics. Seller may take such action as is

reasonably necessary to maintain the integrity of the Facility or to avoid injury to personnel or damage to plant;

- b) a reference to any implications for future dispatch requirements and the security of the CEB System;
- c) an instruction to switch into or out of service the Facility or an Inverter Unit(s) installed in the Facility; and
- d) notice and changes in notice to synchronise the Facility to the CEB System;

1.3.3 Implementation of Dispatch Instructions by Seller

- a) Subject to Paragraph 1.3.3 (b) of this Part 3, Seller shall comply with each Dispatch Instruction properly given by CEB in accordance with the Dispatch Instruction.
- b) Subject to the exception set out below in this Paragraph 1.3.3(b) and in Paragraph 1.3.5 of this Part 3, Seller shall only couple or decouple the Facility pursuant to a Dispatch Instruction of CEB, for a Planned Outage or where it occurs automatically as a result of inter-trip schemes or low frequency relay operations. Decoupling may take place without CEB's prior agreement if it is done purely on safety grounds (relating to personnel or plant or apparatus), provided that Seller notifies CEB as soon as reasonably practicable thereafter that such decoupling has taken place by the Electronic Messaging System (or, if the Electronic Messaging System is unavailable, by telephone or radio, such notification to be confirmed by facsimile as soon as reasonably practicable)

1.3.4 Facility Changes

- a) Seller shall, without delay, notify CEB through the Electronic Messaging System (or, if the Electronic Messaging System is unavailable, by telephone or radio, such notification to be confirmed by facsimile or e-mail as soon as reasonably practicable) of any change or loss (temporary or otherwise) to the operational capability, including any changes to the Guaranteed Operating Characteristics, of the Facility, indicating the magnitude and the duration of the change.

1.3.5 Actions required by Seller in Response to Changes in Frequency

- a) If the CEB System frequency falls below 47.0 Hz, the inverters shall be disconnected from the CEB System after 0.5 sec.
- b) If the CEB System frequency is above 52.0 Hz the inverters shall be disconnected from the CEB System after 0.5 sec

- c) In the event of occurrence of circumstances specified in Paragraph 1.3.5 (b) of this Part 3, Seller may take such action as is reasonably necessary to maintain the integrity of the Facility or to avoid injury to personnel or damage to plant.

1.4 Start and Stop Criteria

- a) During the PV farm start-up, the Seller Operator shall ensure that the reactive drawl shall not affect the grid performance as per Paragraph 2.1(a) of Schedule D.
- b) Seller Operator and/or Facility automatic system shall ensure that the start-up and stopping of the inverters comply with the voltage quality requirements.
- c) During startup and shutdown, the Facility shall comply with the ramp rate at the Point of Delivery set forth in Schedule E.
- d) The Facility Start up and disconnection procedures shall need to be described in a separate document to be prepared by the Independent Engineer, after consultation from both CEB and Seller.

1.5 Reactive Power and Voltage Control

- a) The Reactive Power and Voltage Control of the Facility shall be in accordance with Schedule E.
- b) In line with Schedule E, the Facility shall be designed to supply power (MW) for power factors ranging between 0.9 lagging and 0.9 leading, available as from 20% form rated power, measured at the Point of Delivery. The Facility shall be equipped with reactive power control functions capable of controlling the reactive power supplied by the Facility at the POD as well as voltage control function capable of controlling the voltage at the POD via orders using set points and gradients. The reactive power and voltage control functions shall be mutually exclusive, which means that only one of the three functions mentioned below shall be activated at a time:
 - (i) Voltage Control
 - (ii) Power Factor Control
 - (iii) Reactive Power Control

Initially the Facility shall operate the Reactive Power function in reactive power control mode with a set-point of 2MVAR. Seller shall not change the functional mode and set-point of the Facility unless instructed by CEB.

Part 4: Outage Scheduling

1. Required Disconnection

1.1 Requirements on Seller to Effect Disconnection

1.1.1 Seller shall open any electrical connection which it owns and operates between the Facility and the Interconnection Boundary if and when requested by CEB for any of the following reasons:

- a) to facilitate maintenance or repair of any of CEB's plant, apparatus or assets to the extent such maintenance or repairs and the requested interruptions are necessary as determined by CEB in the exercise of its reasonable engineering judgement provided that CEB diligently proceeds with the said repairs or maintenance;
- b) an Emergency exists on the CEB System which requires such open connection as determined solely by CEB in the exercise of its engineering judgement, and CEB diligently proceeds to correct or remedy the Emergency to such extent as is reasonable;
- c) inspection or testing of Seller's generating equipment and/or plant and/or protective equipment reveals a hazardous condition, which requires the immediate opening of a connection as reasonably determined by CEB in the exercise of its engineering judgement;
- d) Seller's plant, apparatus or assets are operating in a hazardous manner or operating such that they are materially interfering with the operation of the CEB System or are affecting CEB System integrity or security to the extent that the immediate opening of the connection is required, as determined by CEB in the reasonable exercise of its engineering judgement, to restore or maintain CEB System integrity or security;
- e) the Facility interfering with the operation of the CEB System or affecting CEB System integrity or security, as determined by CEB in its reasonable exercise of its engineering judgement and operating outside the Guaranteed Operating Characteristics set forth in Schedule E; or
- f) upon termination of this Agreement by either Party in accordance with Article 16, as the case may be.

1.1.2 In the circumstances specified in Paragraphs 1.1.1(c), 1.1.1(d) and 1.1.1 (e) of this Part 4, and provided that the conditions referred to therein are not caused by circumstances attributable to CEB or the CEB System, the Facility shall not be available for the purposes of this Agreement and Seller shall declare the Reported Availability

accordingly by issuing a Notice of Revised Availability. In the circumstances specified in Paragraphs 1.1.1(a) and 1.1.1(b) of this Part 4, Seller shall declare the Reported Availability without regard to such circumstances by issuing a Notice of Revised Availability, provided that for the purposes of Paragraph 1.1.1(c) of this Part 4 and Clause 10.4 only, Seller's Reported Availability and the Facility Forecast shall be deemed to be 0 MW.

1.2 Notice of Disconnection to be given by CEB

While reasonable efforts will be made to provide as much prior notice as is practicable, CEB reserves the right to require opening of the electrical connection or to open the connection itself without prior notice for any reason specified in Paragraphs 1.1.1(b) to 1.1.1(e) of this Part 4 provided that CEB subsequently shows that it was reasonable to require or make such opening of the connection without prior notice. Where prior notice is not given, CEB will promptly notify Seller of all openings of the electrical connections. All openings of electrical connections shall (unless otherwise required in emergency circumstances) be made in accordance with the Guaranteed Operating Characteristics of the Facility. CEB's compliance with or breach of the provisions of this Paragraph 1.2 shall be determined by reference to the circumstances known or which should reasonably have been known to CEB's dispatchers or other operating personnel in the System Control Centre acting in accordance with practices commonly adopted by CEB for private generators at the time an immediate disconnection was ordered.

1.3 Notice of Unscheduled Disconnections and Outages

Seller shall likewise exercise all reasonable efforts to provide prior notice to CEB of all unscheduled openings of the interconnection with the CEB System and all unscheduled complete or partial outages of the Facility and, where prior notice is not given, shall promptly notify CEB of all such openings of the interconnection and all such partial or complete outages of the Facility. Once the cause requiring the opening of the electrical interconnection has been removed, then the Parties will co-operate promptly to close the electrical interconnection between the Facility and the Interconnection Boundary.

1.4 Requirements on CEB to Effect Disconnection

1.4.1 CEB shall open any electrical interconnection which it owns and operates between the CEB System and the Interconnection Boundary if and when requested by Seller for any of the following reasons:

- a) to facilitate maintenance or repair of any of Seller's plant, apparatus or assets to the extent such maintenance or repairs and the requested interruptions are necessary as determined by Seller in the exercise of its reasonable engineering judgement provided that Seller diligently proceeds with the said repairs or maintenance; or

- b) an emergency exists at the Facility which requires such open interconnection as determined solely by Seller in the exercise of its engineering judgement, and Seller diligently proceeds to correct or remedy the emergency to such extent as is reasonable; or
 - c) inspection or testing of the CEB System reveals a hazardous condition, which requires the immediate opening of an interconnection as reasonably determined by Seller in the exercise of its engineering judgement;
 - d) the Facility interfering with the operation of the CEB System or affecting CEB System integrity or security, as determined by CEB in the reasonable exercise of its engineering judgement and operating outside the Guaranteed Operating Characteristics set forth in Schedule E; or
 - e) conditions on the CEB System are such that they are interfering with the operation of the Facility or are affecting system integrity or security to the extent that the immediate opening of the connection is required, as determined by Seller in the reasonable exercise of its engineering judgement. Seller's right to disconnect under the present sub-article is only allowed for situations where conditions at the POD are outside the Guaranteed Operating Characteristics.
- 1.4.2 In the circumstances specified in Paragraphs 1.4.1(a) and 1.4.1(b) of this Part 4, and provided that the conditions referred to therein are not caused by circumstances attributable to CEB or the CEB System, the Facility shall not be available for the purposes of this Agreement and Seller shall declare the Reported Availability of the Facility accordingly by issuing a Notice of Revised Availability. In the circumstances specified in Paragraphs 1.4.1(c) to 1.4.1(e) of this Part 4, Seller shall declare the Reported Availability without regard to such circumstances provided that for the purposes of Paragraph 1.4.1(b) of this Part 4 and Clause 10.4 only, Seller's Reported Availability and the Facility Forecast shall be deemed to be 0 MW.

1.5 Notice of Disconnection to be Given by Seller

While reasonable efforts will be made to provide as much prior notice as is practicable, Seller reserves the right to require opening of any electrical interconnection or to open the interconnection itself without prior notice for any reason specified in Paragraphs 1.4.1(b) to 1.4.1(e) of this Part 4 provided that Seller subsequently shows that it was reasonable to require or make such opening of the interconnection without prior notice. Where prior notice is not given, Seller shall promptly notify CEB of all openings of the electrical interconnections. Seller's compliance with or breach of the provisions of this Paragraph 1.5 shall be determined by reference to the circumstances and operating records that led to disconnection.

Part 5: Clearing and Switching Procedures

Seller shall ensure that its employees and contractors comply with the prevailing safety procedures (including in relation to clearing, switching, isolation, testing, earthing and

work permits) of CEB, applicable to the CEB System and CEB's substations, premises, facilities and other equipment as may be notified to Seller by CEB from time to time.

Part 6: Measurement and Reporting

1. Operating Records

- 1.1 Each Party shall keep complete and accurate Operating Records and all other data necessary for the purposes of the proper administration of this Agreement, including such records as may be required by local or public sector entities or national regulatory authorities.
- 1.2 Seller shall maintain:
 - 1.2.1 an accurate and up-to-date operating log, in electronic format, at the Facility with records of real and reactive power production for 15 (fifteen) minutes interval of each units; and total Energy generated and exported by the Facility for every 15 (fifteen) minutes interval; change in operating status and any unusual conditions found during inspections;
 - 1.2.2 Accurate and up-to-date logs of dispatched and scheduled energy; and
 - 1.2.3 Hourly metering information.
- 1.3 Commencing on each Month following the Month in which Commercial Operation Date occurs, by the 10th Day of each Month, Seller shall submit to CEB, in electronic format, a copy of the Operating Records for the previous Month.
- 1.4 All Operating Records shall be maintained by Seller with back-up copies made in accordance with Good Utility Practice.

Part 7: Operation in Emergencies

- 1.1 CEB may issue a Dispatch Instruction during an Emergency. Each Dispatch Instruction shall state that an Emergency is anticipated or subsists at the time of its issue.
- 1.2 Except in case of immediate danger for its Facility or its Personnel, Seller shall comply with any Dispatch Instruction issued during an Emergency.
- 1.3 As far as possible, Seller shall inform CEB prior to emergency disconnection.

Part 8: Curtail Instruction

Curtail instructions shall be issued by CEB to Seller, in accordance with the Guaranteed Operating Characteristics set forth in Schedule E, to ensure security of the CEB System and shall include the following instructions:

1. The CEB Operator shall send a formal request through the Electronic Messaging System to the Seller Operator for a curtailment instruction. The curtailment instruction shall include the reason why curtailment is being requested, the duration of the curtailment period and the set points of the active and reactive power (or power factor) to be kept during the period of curtailment.
2. The Seller Operator shall forthwith acknowledge the formal request of CEB and confirm the curtailment instructions.
3. In the event that Seller does not comply with the Curtailment Instruction within 30 (thirty) seconds of the issued of such instruction, the CEB Operator shall disconnect the operation of the Facility at the Point of Delivery.
4. When the Curtailment Instruction shall have ceased, the CEB Operator shall send a message through the EMS to the Facility and specify the stop of the curtailment instruction. The Seller Operator shall acknowledge the stop of the Curtailment Instruction on the EMS. The Seller Operator shall then take necessary actions to remove the curtailment from the Facility.

Part 9: Modifications

This Schedule may be amended or supplemented according to Clause 10.6 of this Agreement.

Part 10: Data Storage

Seller shall keep records of the operating records as specified in Clause 11.2 of this Agreement.

Schedule H: Testing and Commissioning of Facility

Part 1: Introduction

Upon submission of a copy of the manufacturer's testing and commissioning procedures in line with Clause 8.6.5 of the Agreement, the Independent Engineer shall propose and finalize appropriate testing and pre-commissioning procedures and plans as per applicable standards for the Facility with CEB and Seller at least 3 (three) months prior to the Scheduled Commercial Operation Date of the Facility .

All tests of the Facility shall be performed by Seller under the supervision of an Independent Engineer and CEB. The Independent Engineer, as the case may be, shall certify the test and results and confirm that the installation is compliant to the requirements of this ESPA.

Part 2: Pre-commissioning Tests

The Pre-commissioning Tests shall include, inter alia, the following:

1. Earthing continuity of array frame to earth and connection to main earthing terminal;
2. Polarity of each module string;
3. PV string Open-circuit voltage (V_{oc}) Test;
4. PV Short-circuit current (I_{sc}) Test;
5. PV array insulation Test;
6. Operational Test-PV string current;
7. Functional Test;
8. Insulation resistance testing; and
9. Performance verifications

Part 2: Commissioning Tests

Commissioning Tests are required in order to demonstrate that the electrical system is safe and ready for operation. The Commissioning Tests shall be performed based on the manufacturer's standard commissioning procedures, as mentioned in the manufacturer's commission checklist of the Facility. The Commissioning Tests for the electrical system shall include the following:

- (i) Demonstration of satisfactory operation of power and weather measurement equipment;
- (ii) Function tests of the relay protection and verification of settings;
- (iii) Demonstration of satisfactory operation of control equipment;
- (iv) Demonstration of satisfactory operation of 22 kV the internal electrical network of the Facility;

- (v) Demonstration of satisfactory operation of the Step-Up Transformer and its associated protections
- (vi) 24 hours voltage test on cables including 66kV cables;
- (vii) Reactive Power Capability;
- (viii) Power Quality Test as per IEC 61400-21;
- (ix) Anti-islanding Protection test;
- (x) Ramp Rate (Start-up and Shut-down) test;
- (xi) Demonstration of satisfactory operation of the curtailment function;
- (xii) Demonstration of satisfactory operation of power limiters for ensuring maximum export capacity of [.....] (*to insert after finalization*) MW_{ac} at POD and
- (xiii) any other test found deemed necessary by the Independent Engineer.

Part 3: Power Quality

Seller shall perform Power Quality Test to confirm compliance of the requirements and recommendations contained in the standards specified in Schedules C, D and E and in any other applicable international standards. The tests and results of power quality shall be certified by the Independent Engineer or accredited testing institute.

Schedule I: Tariff, Payment and Indexation

1. Introduction

Payments to be made to Seller under this Agreement shall be calculated in accordance with this Schedule I, and adjusted from time to time as provided in this Schedule I.

2. Tariff

2.1. The Tariff consists of:

- (a) “**Standard Tariff**”, which shall apply to the Standard Energy; and
- (b) “**Excess Tariff**”, which shall apply to the Excess Energy.

2.2. Standard Tariff

CEB shall pay the Standard Tariff (ST_t) to Seller for each kWh of Standard Energy. The Standard Tariff (ST_t) is denominated in MUR/kWh as follows.

$$ST_t = [\bullet] \text{MUR/kWh}$$

where:

ST_t = the value of the Standard Tariff per kWh;

2.3. Calculation of Excess Tariff

CEB shall pay the Excess Tariff (ET_t) to Seller for each kWh of Excess Energy as follows:

$$ET_t = 0.1 \times ST_t$$

where:

ET_t = the value of Excess Tariff per kWh for Excess Energy; and

ST_t = the value of the Standard Tariff per kWh in accordance with Paragraph 2.2 of this Schedule .

The Tariff for Standard Energy and Excess Energy shall be rounded to the nearest sixth decimal place.

3. Monthly Energy Charge

The Monthly Energy Charge shall be calculated as follows:

Monthly Energy Charge = $SE \times ST_t + EE \times ET_t$

Model ESPA

- ST_t = the value of the Standard Tariff per kWh in accordance with Paragraph 2.2 of this Schedule;
- SE = Standard Energy in kWh as generated or deemed to be generated by the Facility and delivered or deemed to be delivered at the Point of Delivery during that month;
- ET_t = the value of Excess Tariff per kWh as calculated under Paragraph 2.3 of this Schedule; and
- EE = Excess Energy in kWh, if any, generated or deemed to be generated by the Facility and delivered or deemed to be delivered at the Point of Delivery during that month.

The amount of the applicable penalty for each event of forecasting error made during the month, as calculated under Clause 10.5, will be set off against monthly energy payments..

Schedule J: Independent Engineer

TERMS OF REFERENCE FOR INDEPENDENT ENGINEER

1. Scope

1.1. These Terms of Reference for the Independent Engineer (“**TOR**”) are being specified pursuant to Clause 7.2.1 to this Energy Supply and Purchase Agreement dated [.....] [*Insert date of Agreement*] (“**Agreement**”), which has been entered into between CEB and [.....] [*Please insert name of Seller*] (“**Seller**”) for development of a solar farm having an Installed Capacity of [.....] MW_p (*Please insert Installed Capacity*), located at [.....] [*Insert address of Facility*] and to be interconnected at [.....] [*Insert name of Substation*] and the Seller Interconnection Facilities.

1.2. This TOR shall apply to construction, testing and commissioning of the Facility.

2. Definitions and Interpretation

2.1. The words and expressions beginning with or in capital letters used in this TOR and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.

2.2. References to Articles, Sections, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Sections, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.

3. Role and functions of the Independent Engineer

3.1. The role and functions of the Independent Engineer shall include the following:

- i. review of the Drawings and the documents as set forth in Paragraph 4 of this Agreement;
- ii. review, inspection and monitoring of Construction Works as set forth in Paragraph 4 of this Schedule;
- iii. propose and finalise appropriate testing procedures as per IEC norms and other relevant standards with CEB and Seller at least 3 (three) months prior the Scheduled Commercial Operation Date of the Facility in addition to the procedures in Schedule H;

- iv. ensure all tests are conducted with respect to the Facility, including independent tests on completion of Construction Works and tests mentioned in Schedule H and Paragraph 3.1 (iii) of this Schedule;
- v. issue the certificate of installation and the Completion Certificate ;
- vi. determine, as required under the Agreement, the costs of any works or services and/or their reasonableness;
- vii. determine, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation;
- viii. approve the design of the Facility as per Schedules A, C, D and E of this Agreement;
- ix. certify that the civil and structural designs of the Facility are cyclone resistant;
- x. review and approve the Operating Procedures in accordance with Clause 10.6.2 of this Agreement;
- xi. certify, pursuant to Schedule D, that the behaviour shown by the DIGSILENT Powerfactory dynamic model of the Facility under simulated conditions, is representative of the behaviour of the Facility; and
- xii. undertaking all other duties and functions in accordance with the Agreement;

3.2. The Independent Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

4. Construction Period

- 4.1. The Independent Engineer shall review the monthly progress report furnished by Seller and send its comments thereon to CEB and Seller within 7 (seven) days of receipt of such report.
- 4.2. The Independent Engineer shall inspect the construction of the Facility once every month, preferably after receipt of the monthly progress report from Seller and prepare a report of such inspection (“**Inspection Report**”) setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources. In a separate section of the Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it

in the construction of the Facility .The Independent Engineer shall send a copy of its Inspection Report to CEB and Seller within 7 (seven) days of the inspection.

- 4.3. In the event that Seller carries out any remedial works for removal or rectification of any defects or deficiencies as identified in the Inspection Report, the Independent Engineer shall inspect same and provide his report in an additional Inspection Report.
- 4.4. In the event that Seller fails to achieve any of the Project Milestones during the Construction Period, the Independent Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Independent Engineer determine that completion of the Facility is not feasible within the time specified in the Agreement, it shall require Seller to indicate within 15 (fifteen) days, the steps proposed to be taken to expedite progress, and the period within which the completion shall be achieved. Upon receipt of a report from Seller, the Independent Engineer shall review same and send its comments to CEB and Seller forthwith. The Independent Engineer shall propose any extension of time, required to complete the Facility during the Construction Period.
- 4.5. If at any time during the construction, the Independent Engineer determines that Seller has not made adequate arrangements for the safety of workers in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers, Seller shall suspend whole or part of the construction for ensuring safety in respect thereof.
- 4.6. In the event that Seller carries out any remedial measures to secure the safety of the workers, it may, by notice in writing, require the Independent Engineer to inspect such measures, and within 3 (three) days of receiving such notice, the Independent Engineer shall inspect the works and make a report to CEB forthwith, recommending whether or not such suspension may be revoked by Seller. CEB shall communicate the findings of the Independent Engineer in respect of such disconnection to Seller.
- 4.7. If suspension of construction is for reasons not attributable to Seller, the Independent Engineer shall determine the extension of Scheduled Commercial Operation Date to which the Seller is reasonably entitled, and shall notify CEB and Seller of the same.

4.8. The Independent Engineer shall witness the successful completion of all the Commissioning Tests and issue a Completion Certificate for the Facility. For carrying out its functions under this Paragraph 4.8 and all matters incidental thereto, the Independent Engineer shall act under and in accordance with the provisions of this Agreement.

5. Other duties and functions

5.1. The Independent Engineer shall perform all other duties and functions specified in the Agreement.

6. Miscellaneous

6.1. The Independent Engineer shall notify its programme of inspection to CEB and to Seller, who shall depute their respective representatives to be present during the inspection.

6.2. A copy of all communications, comments, instructions, drawings or documents sent by the Independent Engineer to CEB pursuant to this TOR, and a copy of all the test results with comments of the Independent Engineer thereon shall be furnished by the Independent Engineer to Seller through CEB forthwith.

6.3. The CEB shall obtain, and Seller shall furnish in 2 (two) copies thereof, all communications and reports required to be submitted by it under this Agreement to the Independent Engineer, whereupon the Independent Engineer shall send one of the copies to Seller through CEB along with its comments thereon.

6.4. The Independent Engineer shall retain at least 1 (one) copy each of all drawings and documents received by it, including as-built Drawings, and keep them in its safe custody.

6.5. Upon completion of its assignment hereunder, the Independent Engineer shall duly classify and list all drawings, documents, results of tests and other relevant records, and hand them over to CEB or such other person as CEB may specify, and obtain written receipt thereof.

Schedule K: Insurance Coverage

Part 1: Construction Insurance

Type of Insurance	Minimum Limits of Coverage
Contractors All Risks	<p>Cover: The contract works executed and in the course of execution, materials and temporary works while on the Site, against physical loss or damage.</p> <p>Sum Insured: [.....] MUR</p> <p>Insured: Seller, CEB Representatives, The Finance Parties and Seller's Contractors</p>
Third Party Liability	<p>Cover: Against legal liability to third parties for bodily injury or damage arising from construction, testing and commissioning of the Facility.</p> <p>Sum Insured: For any one occurrence and any one period of occurrence [.....] MUR</p> <p>Insured: Seller, CEB Representatives, The Finance Parties and Seller's Contractors</p>
Miscellaneous	Other Insurance required to comply with the Laws including Third Party Motor Insurances, Employer's Liability (cover to include any liability under civil law)

Part 2:Operational Insurance

Type of Insurance	Minimum Limits of Coverage
Fire & Allied Perils	<p>Cover: All buildings, contents, machinery, equipment, stock, fixtures, fittings and all other personal property forming part of the Project against “all risks” of physical loss or damage.</p> <p>Sum Insured: [.....] MUR</p> <p>Insured: Seller, CEB Representatives and Seller’s Contractors</p>
Public Liability	<p>Cover: Against legal liability to third parties for bodily injury/property damage arising from ownership, maintenance and operation of the Facility.</p> <p>Sum Insured: [.....] MUR</p> <p>Insured: Seller, CEB Representatives and Seller’s Contractors</p>
Machinery Breakdown	<p>Cover: All machinery, plant, and ancillary equipment forming part of the Project against sudden and unforeseen physical loss or damage arising from mechanical and electrical breakdown or derangement, explosion or collapse of pressure vessels.</p> <p>Sum Insured: [.....] MUR</p> <p>Insured: Seller, CEB Representatives and Seller’s Contractors</p>
Miscellaneous	Other Insurance required to comply with the Laws including Third Party Motor Insurances, Employer’s Liability (cover to include any liability under civil law)

Schedule L: Examples of Calculation of Forecasting Penalties

Example 1

Revised Forecast for 11 hrs	10.0	MW _{ac}
Metered output for 11 hrs	9.5	MW _{ac}
Forecast Tolerance	10 +/- 10%	MW _{ac}
	9.0 – 11.0	MW _{ac}

Since the metered output of the Facility is within the Forecast Tolerance, no penalty shall be applicable.

Example 2

Revised Forecast for 09 hrs	8.0	MW _{ac}
Metered output for 09 hrs	6.0	MW _{ac}
Forecast Tolerance	8 +/- 10%	MW _{ac}
	7.2 – 8.8	MW _{ac}

Since the metered output of the Facility is outside the Forecast Tolerance, the Forecasting Penalty shall be calculated as follows:

$$P_A = 0.15 \times ST_t \times \left(\frac{30}{60}\right) \times [(7.2 - 6.0)] \times 1000]$$

Example 3

Revised Forecast for 14hrs	5.0	MW _{ac}
Metered output for 14hrs	6.2	MW _{ac}
Forecast Tolerance	5 +/- 10%	MW _{ac}
	4.5-5.5	MW _{ac}

Since the metered output of the Facility is outside the Forecast Tolerance, the Forecasting Penalty shall be calculated as follows:

$$P_A = 0.15 \times ST_t \times \left(\frac{30}{60}\right) \times [(6.2 - 5.5)] \times 1000]$$