

# EXPRESSION OF INTEREST (EOI)

FOR

**DESIGN, SURVEY, SUPPLY, INSTALLATION, TESTING,  
COMMISSIONING, OPERATION & MAINTENANCE FOR 25  
YEARS FROM COD OF GRID CONNECTED SOLAR POWER  
PLANTS THROUGH RESCO MODE, ITS ASSOCIATED 11 kV  
LINE TO CONNECT THE PLANT WITH VARIOUS 33/11 KV  
SUB-STATIONS AND REMOTE MONITORING SYSTEM (RMS)  
OF SOLAR POWER PLANTS**

UNDER

PM-KUSUM SCHEME - COMPONENT A

IN



**AJMER VIDYUT VITRAN NIGAM LIMITED**

*Corporate Identification Number (CIN):* **U40109RJ2000SGC016482**

**Office of the Superintendent Engineer (Solar)**

**Vidyut Bhawan, Makarwali Road, Panchasheel Nagar, Ajmer-305004**

**Contact:**

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**EOI No:** *AVVNL/ACE(Project)/SE(Solar)/XEN(RE-DSM)/KUSUM-A/TN-DSM-15 Dated 30.10.2024*

## DISCLAIMER

The information contained in this EOI document or subsequently provided to bidder(s), written or, verbal, by or on behalf of **AVVNL** or any of its employees, is provided to bidder(s) on the terms and conditions of this EOI document and its subsequent amendment(s).

This EOI document is non-transferable and is neither an agreement nor an offer by **AVVNL** to the prospective bidders or any other person. The purpose of this document is to provide interested parties / bidders with information that may be required by them in the preparation of their bid for stated scope of work and based on listed GSS wise solar power plant capacity.

Although adequate care has been taken while preparing the EOI document, however, the bidders shall satisfy themselves that document is complete in all respects. If noticed, bidders shall intimate any discrepancy in the EOI document to office of the undersigned within 03 days from the date of issuance of the EOI document. If no intimation is received from the Bidders within the stipulated period, it shall be assumed that the EOI document is complete in all respects and fulfills the expectations of the Bidders.

**AVVNL**, its officers, employees and consultants have made best efforts to provide as accurate and reliable information as possible. However, before submitting their bids / showing interest, the Bidders are expected to independently assess, verify and validate the information / data provided in the EOI document.

**AVVNL** reserves the right to annul the bid process and/or reject any or all of the Bids submitted / interest shown in response to this EOI document at any stage without assigning any reasons whatsoever. In such cases **AVVNL** will refund the Bid Security, if any, and cannot be subjected to any liability whatsoever due to such rejection / cancellation.

**AVVNL**, its officers, employees and consultants have no responsibility for authenticity of the information / data hence shall not be held liable for any possible omission, misrepresentation, mistake or error in the information / data provided in the EOI document and consequences thereof.

**AVVNL** also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any applicant upon the statements contained in this document.

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The bidder, regardless of the conduct or outcome of the Bidding Process, shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or

presentations which may be required by AVVNL or any other costs incurred in connection with or relating to its bid.

## **Information regarding invitation of proposals from applicants willing to set up solar power plants under Component-A of PM-KUSUM Scheme and deposit of fees and security amount**

### **1. Background**

**1.1.** Ajmer Vidyut Vitran Nigam Limited (AVVNL) is a public utility company under the Department of Energy, Govt. of Rajasthan and is holder of the distribution and retail supply business licenses in the State of Rajasthan (hereafter referred as “DISCOM”). The Distribution Company came in to existence on 19 July 2000 pursuant to the “Rajasthan Power Sector Reforms Transfer Scheme, 2000” and restructuring undertaken in the State under which the vertically integrated Electricity Board (Rajasthan State Electricity Board or RSEB) was unbundled and the power generation, transmission and distribution business was segregated to form 5 successor companies viz.

- a) Rajasthan Rajya Vidyut Utpadan Nigam Limited (RVUN) to manage the electricity generation business of erstwhile RSEB.
- b) Rajasthan Rajya Vidyut Prasaran Nigam Limited (RVPN) to manage the electricity transmission and bulk supply business of erstwhile RSEB.
- c) **Jaipur Vidyut Vitran Nigam Limited (JVVNL)** to manage the electricity distribution and retail supply business of erstwhile RSEB in Alwar, Bharatpur, Jhalawar, Dausa, SWM, Kota, JCC-North, JCC-South, Dholpur, Baran, JPDC-North, JPDC-South, Karauli, Bundi, Tonk, Deeg, Gangapur City, Bhiwadi, Kotputli and Dudu Circle.
- d) Ajmer Vidyut Vitran Nigam Limited (AVVNL) to manage the electricity distribution and retail supply business of erstwhile RSEB in Ajmer City Circle, Ajmer District Circle, Bhilwara, Nagaur, Jhunjhunu, Sikar, Udaipur, Chittorgarh, Rajsamand, Banswara, Pratapgarh and Dungarpur Circles.
- e) Jodhpur Vidyut Vitran Nigam Limited (JdVVNL) to manage the electricity distribution and retail supply business of erstwhile RSEB in Sriganganagar, Hanumangarh, Churu, Bikaner District, Bikaner City, Jaisalmer, Jalore, Barmer, Jodhpur City, Jodhpur District, Sirohi, Jalore, and Pali Circles.

**1.2.** AVVNL invites proposals from the following interested applicants for setting up decentralized solar power plants of **0.5 MW to 2 MW** capacity (**Annexure – I**) to be connected on 33/11 kV Sub-stations identified by this Ajmer Discom:

Interested applicants (*as per eligibility conditions of this EOI only*) shall submit their applications through e-Procurement Portal. The prescribed documents required on non-judicial stamp of Rajasthan shall be submitted in original and the prescribed, RISL fees,

application / processing fee and Earnest Money Deposit (EMD) shall be submitted as per the modalities defined under this EOI.

**#Note:** Bidders who wish to participate in this EOI, will have to register on Bidding Portal (bidders registered earlier on the Bidding Portal need not to get registered again). To participate in online tenders, Bidders will have to procure Digital Signature Certificate (Class II & Class III) as per requirement under Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency or they may contact e-Procurement Cell, Department of IT & C, Government of Rajasthan on the address e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur, e-mail: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in)

- 1.3.** The RISL e-Procurement, application / processing fee and security deposit / EMD under the scheme are as follows:

Sr. No.	Parameters	Applicable Fees (INR)
1	RISL e-Procurement processing Fees (Non-refundable) – Inclusive of 18% GST	Rs. 2,950 <b>(Cost of e-procurement processing fees should be deposited through Demand Draft in favour of Managing Director RISL, payable at Jaipur)</b>
2	Application / Processing Fees (non-refundable) – Inclusive of 18% GST	Rs. 5,000/- per MW or part thereof of the capacity applied for
3	Bid Security / EMD	Rs. 1 Lakh per MW

- 1.4.** The above applicable fees shall be deposited in Physical / Hard form at the office of **Sr.AO (EA & Cash), AVVNL**, Ajmer by way of **Demand Draft (DD) / Banker's Cheque 'Or' Bank Guarantee (BG)** in favour of Ajmer Vidyut Vitran Nigam Limited payable at Ajmer in favour of Superintendent **Engineer (Solar), AVVNL** Ajmer from any scheduled commercial bank in India, by next day from the scheduled date & time of online bid submission and the scanned copy of the same is **to be submitted along with requisite forms / formats to the office of The SE(Solar), AVVNL, Ajmer.**

*(Note: Bid Security / EMD may be deposited in cumulative sum of the bid security / EMD for the plants for which bidder intend to quote as mentioned in the bid submission undertaking).*

- 1.5.** Interested Bidders may submit 'Application / Processing Fees' and 'EMD' through **online mode**. Details of Bank for RTGS / NEFT is provided below:

<u>1</u>	<u>Account Number</u>	<u>61186312571</u>
<u>2</u>	<u>Account Holder Name</u>	<u>Sr. Accounts Officer (EA &amp; Cash)</u>
<u>3</u>	<u>Bank Name &amp; Branch</u>	<u>State Bank of India,</u> <u>Collectorate Branch,</u> <u>Jaipur, (Rajasthan)</u>
<u>4</u>	<u>IFSC Code</u>	<u>SBIN0031026</u>
<u>5</u>	<u>GSTIN of Ajmer Discom</u>	<u>08AACCA8562EIZP</u>

**Note:**

- i. The bidder has to submit self-attested photocopy of the online proof of Amount deposited.
- ii. However, the demand draft in favour of “MD RISL” shall be deposited in hard copy in the office of AO (PPM), Old Power House Premises, Near Ram Mandir, Bani Park Jaipur – 302 006.
- iii. The bidder shall also mail the information about deposition of above aforesaid amount to the SE (Solar), AVVNL, Ajmer as well as **Sr. AO (EA & Cash), AVVNL**, Ajmer at [xendsmavvnl@gmail.com](mailto:xendsmavvnl@gmail.com).

**1.6.** In case the application fee and EMD are not deposited by the prescribed date, the application will automatically be considered cancelled.

**1.7.** Timeline for showing interest under this EOI is provided below:

- i. Last date for clarification :07.11.2024 & Time : 05:00 PM
- ii. **Pre-bid Meeting date & Time: 08.11.2024 Time :11:30 A.M at AVVNL Conference Hall, Vidyut Bhawan, Panchsheel Nagar, Ajmer.**
- iii. Last date of online submission of Bid/ showing interest: 29.11.2024 up to 5:00 PM.
- iv. Last date of submission of fee deposit: 02.12.2024 up to 3:00 PM.
- v. Bid opening date & Time: 03.12.2024 Time: 3:00 PM.

**1.8. Key points to note before submitting application and applicable:**

- a) **No subsidy or financial assistance** will be provided by the Central or State Government for the installation of solar power plants under Component A of PM-KUSUM Scheme.
- b) The entire cost of the solar power plant project(s) and associated network lines etc. for successful commissioning & operation of the plant for the period of 25

years shall be borne by the applicant **himself or through loans** from financial institutions.

- c) Bidders are requested to read the MNRE Guidelines including any amendments thereof, this EOI, draft Power Purchase Agreement (PPA) issued by MNRE / DISCOMs carefully.
- d) The applicant must submit his / her complete application through e-Procurement Portal along with the prescribed fees, as detailed above. Applications received after the prescribed date shall '**NOT**' be considered in any circumstances.
- e) Filing of more than one application by the applicant or persons connected with him / her at one concerned 33/11 kV Sub-stations shall be rejected. Also, bid security / EMD shall be forfeited.
- f) The electricity produced under the said scheme will be purchased by AVVNL *[PPA shall be signed with RUVITL (on behalf of AVVNL)]* at the levelized cost of **Rs. 3.04 per kWh** for the period of **25 years**. No escalation shall be allowed over the period.
- g) The applicant will be solely responsible if the information provided by him / her is/are found to be incorrect and AVVNL will have the full right to reject such applications. In case of any discrepancy, decision of competent authority shall be final / binding on the bidder.
- h) Applicants must submit the application / processing fees along with application / documents in duplicate.
- i) **As per MNRE Guidelines, the ALMM [Approved List of Models & Manufactures] for Solar PV Modules, is being re-imposed with effect from 1st April,2024, therefore ALMM shall be applicable for the installation & commissioning of the solar power plants under Component A of PM-KUSUM Scheme.**

## **2. Applicable forms and formats**

**2.1.** The documents to be submitted by Farmers on his own land either directly by himself or in partnership with Group of Farmers/ Cooperatives/ Panchayats/ Farmer Producer Organisations (FPO)/ Water User Associations (WUA), or through a developer along with the application in addition to the documents required are as follows:

- a) Cover Letter (*As per Format 1*)
- b) Applicant Information Sheet (*As per Format 2*)
- c) Authorization Letter (*As per Format 3*)
- d) Self-declaration regarding participation in the scheme / Disclosure (*As per Format 4*)

- e) Undertaking of no conflict of interest / blacklisting / debarment / bankrupt (*duly signed undertaking shall be submitted by the Bidder as per Format 5 & Format 6*).
- f) Format for Bank Guarantee (BG), against Bid Security / EMD (*As per Format 7*).
- g) Draft Power Purchase Agreement (PPA) (*shall per provided by successful bidder only after award of project, as per Format 8*).
- h) Format for tri-partite agreement (*shall per provided by successful bidder only after award of project, as per Format 9*).
- i) Format for Escrow Account (*shall per provided by successful bidder only after award of project, as per Format 10*).
- j) Format for declaring Land Availability & Financial Tie-ups (*As per Format 11*).

### 3. MNRE Guidelines, Terms & Conditions related to Component A of PM-KUSUM Scheme

#### 3.1. Background

- a) On **08 March 2019**, Hon'ble Prime Minister of India launched Pradhan Mantri Kisan Urja Suraksha evam Utthan Mahabhiyan (PM-KUSUM) scheme for farmers for installation of solar pumps and grid connected solar power plants through three components, viz. Component A, Component B and Component C.
- b) Subsequently on **22.07.2019**, MNRE introduced & issued guidelines for implementation of PM-KUSUM Scheme with following objectives:
  - i. **Component-A:** Setting up of 10,000 MW of Decentralized Ground / Stilt Mounted Grid Connected Solar or other Renewable Energy based Power Plants.
  - ii. Component-B: Installation of 17.50 Lakh Stand-alone Solar Ag. Pumps.
  - iii. Component-C: Solarisation of 10 Lakh Grid Connected Ag. Pumps.
- c) On **17.01.2024**, MNRE issued comprehensive guidelines for implementation of PM-KUSUM Scheme with the following revised national targets:
  - i. **Component-A:** Setting up of 10,000 MW of Decentralized Ground / Stilt Mounted Grid Connected Solar or other Renewable Energy based Power Plants by the farmers on their Land.
  - ii. Component-B: Installation of 14 Lakh Stand-alone Solar Ag. Pumps.
  - iii. Component-C: Solarisation of 35 Lakh Grid Connected Ag. Pumps including Feeder Level Solarization.
- d) On **01.08.2022**, MNRE vide OM No. 32/645/2017-SPV Division extended implementation of PM-KUSUM Scheme till 31st March 2026.



- e) As per MNRE guidelines, Discoms shall be assessed and notified solar power generation capacity that can be injected into 33/11 kV sub-station in rural areas.
- f) Recently, MNRE vide OM No. 32/54/2018-SPV Division dated 21.08.2024 sanctioned **1,000 MW** solar PV capacity to Rajasthan Discoms wherein Scheme sunset has been mentioned as **March 2026** while project commissioning timeline shall be till **31<sup>st</sup> December 2025**.
- g) On **28.10.2024**, Hon'ble RERC approved pre-fixed levelized tariff of Rs. 3.04 per unit under Component A of the PM-KUSUM Scheme.

### **3.2. Salient features of Component A which shall be considered:**

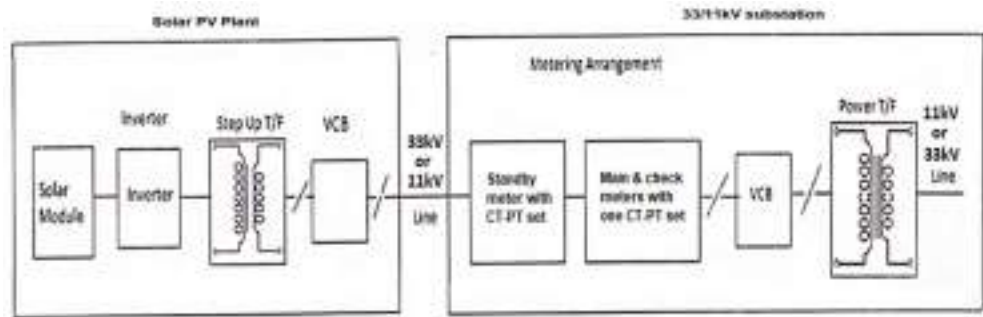
- a) Decentralized solar power plants of 500 kW to 2 MW capacity will be set up on unused / barren land of farmers situated within a radius of 5 KMs near 33/11 kV Sub-stations of distribution corporations.
- b) No subsidy or financial assistance will be provided by the Central or State Government for setting up of solar power plant.
- c) The solar power generated will be purchased by DISCOMs at the pre-fixed levelized tariff.

### **3.3. Obligations of the Bidder / Solar Power Generator (SPG) / Developers:**

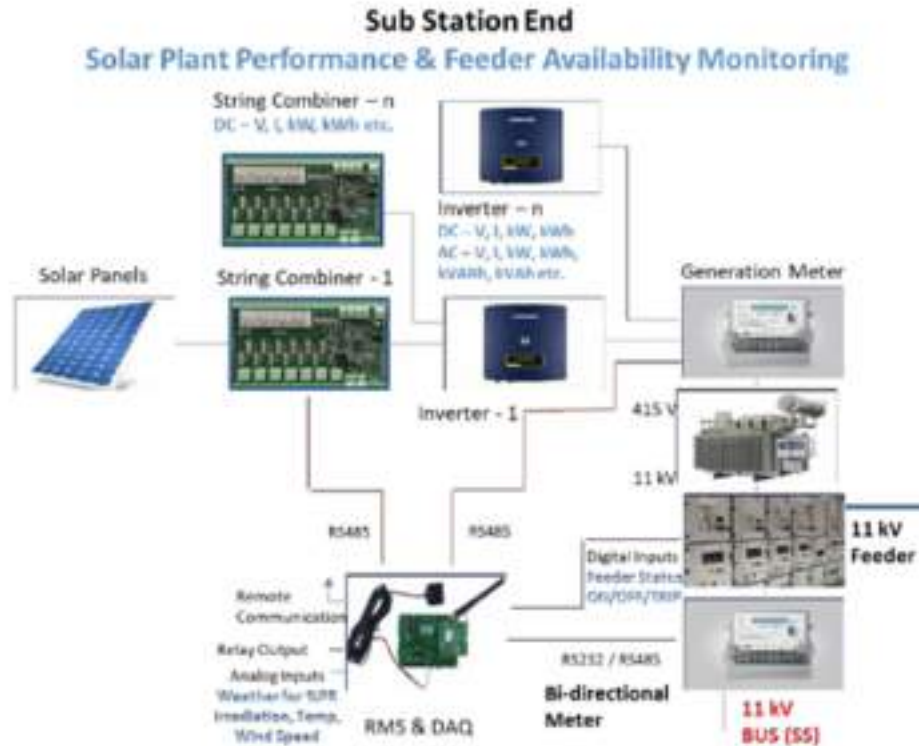
- i. The Solar Power Generator (SPG) will be responsible for the following tasks:
  - a) Detailed site survey;
  - b) Execution of land lease agreement applicable for 26 years, which includes **09 months project commissioning period** (*unless extended by both the parties on mutual agreement*) between Land-Owner / Farmer and Solar Power Plant Developer on non-judicial stamp of applicable value for Rajasthan State and development of the land for the solar power project;  
*(Note: In case of any dispute between the Land-Owner / Farmer and the Bidder/ Solar Power Plant Developer, AVVNL shall NOT take any responsibility on any dispute resolution or in any kind of discussions).*
  - c) Design, supply and installation of solar power plant near the concerned 33/11 kV substation of DISCOM, in line with requirements under MNRE guidelines;
  - d) Supply and erection of associated 11 kV line connecting the solar power plant with concerned 33/11 kV substation (including bay, breakers and metering system at substation) as per design and specifications of DISCOM / MNRE / CEA;

- e) Testing and commissioning of plant & associated 11 kV line by designated official(s) of AVVNL;
  - f) Construction of control room or any other relative civil work (at the plant end) essential for Commissioning of Project;
  - g) Operation & maintenance of the solar power plant as well as 11 kV line 25 years (unless extended by both the parties on mutual agreement) from COD;
  - h) Injection of power at delivery point for 25 years at the **awarded pre-fixed leveled tariff (Rs. per kWh)** (*inclusive of applicable taxes incl. GST, duties, etc.*), extendable on mutual agreement.
  - i) Remote Monitoring of installed solar power plant through RMS for 25 years (*unless extended by both the parties on mutual agreement*).
  - j) It is clarified that bidder is solely responsible for land identification, hiring / procurement and further for project development. If the bidder fails to arrange the land after successful bidding, then his / her available bid security / bank guarantee should be forfeited, and further action shall be taken as per provision of the RTPP Act / Rules.
  - k) If required, pre-dispatch inspection shall be carried out by AVVNL at the works of OEM where modules / panels are manufactured.
  - l) SPG shall be responsible for all the works related to testing & commissioning of the project.
- ii. In no case, Procurer or AVVNL shall be responsible to pay for increase in tariff for any work related to Project.
  - iii. The project (*solar power plant and associated 11 kV line / RoW*) is to be set up with adequate arrangements up to the delivery point and O&M for 25 years (*unless extended by both the parties on mutual agreement*) from COD, by the SPG at its own cost and in accordance with this EOI document.
  - iv. All approvals, permits and clearances required for setting up of the Project including those required from State Government and local bodies along with any associated cost for getting the clearances shall be in the scope of the SPG.
  - v. It shall be the responsibility of the SPG, entirely at its cost and expense, to install such number of solar panels and associated equipment as may be necessary to achieve the required **min. CUF of 17%**, and for this purpose selected bidder shall make its own study and investigation of the Global Horizontal Irradiation (GHI) and other factors prevalent in the area which have implication on the quantum of generation.
  - vi. All components used for installation of solar power plants shall confirm to applicable BIS / MNRE specifications and follow quality control guidelines issued by MNRE.
  - vii. The scope of work shall also include submission of following by the SPG:

- a) A layout plan of the site to the Inspecting Authority clearly indicating the identified location for installation of solar power plant & control room, where control panels shall be installed.
  - b) Detailed planning of time bound smooth execution of Project;
  - c) Performance testing of the completion and successful commissioning of the Project;
  - d) O&M plan for the plant and 11 kV line for twenty-five (25) years from COD to assure faultless operation;
  - e) Inventory plan to ensure availability of spare parts for minimal / no downtime of the project and/or, 11 kV line during the term of PPA;
  - f) Coverage of risk liability of all personnel associated with implementation and realization of the Project.
  - g) Part commission of the project shall **‘NOT’** be allowed.
- viii. After award of contract, in case of any dispute / litigation on the originally proposed land, the bidder shall be bound to arrange alternative land for the solar project.
- ix. Multiple plants for single capacity can be installed but with common injection line at single point of injection.
- x. Metering and grid connectivity**
  - a) Metering and grid connectivity of the projects would be the responsibility of the SPG in accordance with the prevailing guidelines / practices of DISCOM and / or CEA. AVVNL may facilitate in the process; however, the entire responsibility lies only with the SPG.
  - b) Meters and metering equipment (CT-PT sets) shall be tested as per provision of RERC and as per IS 14697 at CPRI or at any NABL accredited / distribution licensee lab before installation at site at the cost of SPG and should be properly sealed in the presence of designated authority from AVVNL at the time of installation.
  - c) The accuracy class, current rating and certifications of the metering system shall confirm with relevant CERC / RERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.
  - d) SPG to install 3 ABT meters (main, check and standby) with RMS connectivity AND 2 CT-PT sets (one for main & check meter and another for standby meter) at substation end of the 11 kV line (as the case may be). An indicative layout of metering arrangement is given below:



- xii. Installation and timely replacement of meters (main, check and standby) as required to directly measure energy supplied by the Solar Power Plant shall be the responsibility of selected bidder.
- xiii. The cost of all required meters (main, check, standby meter at substation end) and associated CT-PT sets shall be borne by the SPG.
- xiii. **Remote Monitoring System (RMS)**
  - a) As per the MNRE guidelines, it is mandatory for Discoms to monitor solar power generation and performance of the solar power plant through online system. The online data will be integrated with central monitoring portal of MNRE which will extract data from the State portals for monitoring of the scheme.
  - b) In line with MNRE model guidelines for State Level SEDM Software Development issued in July 2020, State Level Solar Energy Data Management (SEDM) platform has been developed to integrate & monitor the performance of all systems installed under Component A, B & C (individual as well as feeder level solarization) of PM-KUSUM scheme.
  - c) Also, as per the Specifications for Remote Monitoring System for Component A & C of the scheme, issued by MNRE on 15 Jul 2020, the SPG under this EOI shall be required to install required remote monitoring systems for solar power plant to integrate with State SEDM platform directly which in turn will have interface with National Level Solar Energy Data Management Platform of MNRE.
  - d) MNRE and Discoms will develop and host the of National and State Level SEDM platform, which is excluded from the scope of the SPG, but SPG needs to operate and do various data entries related to application processing, asset and workflow mgmt.



xiv. As shown in above diagram SPG needs to provide a RMS for:

- a) Solar Power Plant Remote Monitoring System: To capture electrical parameters from multiple devices such as ABT Meter, Generation Meter, Inverters, String Combiner boxes or String inverters. Remote monitoring system will capture important Electrical and Status parameters such as AC/DC voltage, control, power, energy as well as monitoring of Breaker etc and will transmit data to State Level Solar Energy data management (SEDM) platform. It shall be also possible to control Inverter Active and Reactive power.
- b) Communication Connectivity for Solar Plant RMS:
  - i. **Field Device Connectivity**: RMS will connect to Inverter, String combiner boxes or string inverters using RS485 MODBUS communication protocol as well as meters using RS232 DLMS protocol. Both protocols are widely used by equipment manufacturers.
  - ii. **Remote Connectivity**: RMS will connect to State Level SEDM Server using 2G/3G/4G or any other suitable cellular communication.
  - iii. **Local Connectivity**: Ethernet / Bluetooth / Wi-Fi connectivity to configure parameter, notifications, communication intervals, set points, operation mode configuration or to download locally stored data.

xv. Details of Communication Modes, Communication Protocols, Security and Message formats and equipment wise parameter details shall be provided to successful bidder.

- xvi. It is the responsibility of SPG to provide SIM card, recurring communication charges and maintain communication connectivity of more than 96% and data availability of 99% for the 25 years (*unless extended by both the parties on mutual agreement*) of operation & maintenance of solar power plant and its associated 11 kV line.
- xvii. Keep the power project free from any obstructions during the period of contract.
- xviii. Shall perform all obligations under the Contract.
- xix. SPG shall be required to comply with applicable rules regarding registration of Solar Power Plant with the State Nodal Agency in accordance with the provisions of applicable policies / rules of the State of Rajasthan and it shall also be the responsibility of SPG to keep itself updated regarding the fees payable to RRECL under the respective State Solar Energy Policy.

### 3.4. Solar PV Capacity and Land Requirement

- a. Applications shall be submitted for solar power plants of 0.5 MW to maximum 2 MW capacity.
- b. With the technological intervention, land requirement for setting up a solar power plant will be around 1.5 - 2 hectares per MW.
- c. Any applicant can apply for up to 2 MW capacity in proportion to his / her land or the capacity notified by the distribution corporation, whichever is less.
- d. In case the land is leased to the Solar Power Plant Developer and plant is developed by Solar Power Plant Developer, then the applicable annual lease rent (Rs. per hectare) applicable to this EOI shall be applicable as per following for initially 26 years (*including 25 years PPA duration*) – *Applicable only as per eligibility requirements of this EOI.*

Prevailing DLC rate of Land at the time of registration (Rs. per hectare)	Indicative Annual Lease Rent (Rs. per hectare)
Upto 8 lakhs	80,000
More than 8 lakhs and less than 12 lakhs	1,00,000
More than 12 lakhs and less than 20 lakhs	1,40,000
More than 20 lakhs	1,60,000

- e. The above applicable annual lease rent (*Rs. per hectare*) shall be escalated **5%** every two years.
- f. The leasing of land of any farmers will be a **bi-partite agreement** between the farmer and the developer, and the AVVNL will not be held responsible for failure in getting the land leased out to a developer.

#### 4. Eligibility & Qualification Criteria

##### 4.1. Eligibility requirement

- i. The bidder under the scheme would be installed by the farmers on his own land either directly by himself or in partnership with group of farmers/ cooperatives/ panchayats/ Farmer Producer Organisations (FPO)/Water User associations (WUA), or through a developer.
- ii. Group of farmers/ cooperatives/ panchayats/ Farmer Producer Organisations (FPO)/ Water User associations (WUA) etc. can opt for developing the solar plants through developer(s).
- iii. Any Government Photo Id. *(copy of same shall be submitted by the Bidder)*;
- iv. Undertaking of no conflict of interest / blacklisting / debarment / bankrupt *(duly signed undertaking shall be submitted by the Bidder as per Format 5 & Format 6)*.

##### 4.2. Qualification requirement

There will be 'NO' requirement of any technical or financial qualification.

#### 5. Performance Bank Guarantee (PBG)

- a) The bidder shall be required to submit PBG **@Rs. 1 Lakh per MW** for the bidded Solar PV Capacity *(To be submitted by selected bidder only)*.
- b) The PBG to be in favour of The Superintendent Engineer (Solar), AVVNL and to be submitted at the office of The Sr. AO (Project), Ajmer, AVVNL **within 01 month** of date of issuance of Letter of Award (LoA).
- c) The PBG shall be initially valid from the date of issue until 02 months *(i.e. sixty (60) days)* beyond the **09 months from the date of issuance of Letter of Award**. It shall be responsibility of selected bidder to get the PBG extended, if required, such that it is valid till 02 months after date of commissioning of project.

*[Note: EMD of Rs. 1 Lakh per MW will be converted into Performance Bank Guarantee (PBG) for the successful bidders, who have signed the PPA within stipulated time period].*

#### 6. Electricity Rate / Levelized Tariff (In Rs. per kWh)

The pre-fixed levelized tariff shall be **Rs. 3.04 per kWh**, however in case of multiple bids in a single sub-stations, selection of bidders will be based on the lowest tariff (L1) offered in the ascending order as quoted by the bidders in the closed bid. In such cases, the pre-fixed levelised tariff (i.e, Rs. 3.04 per kWh) will be the ceiling tariff for bidders.

#### 7. Application and selection process for setting up Decentralized Solar Power Plants

##### 7.1. Application process

- a) The EOI shall be submitted through e-Proc Portal along with the requisite fees as defined in this document.
- b) No Bidder / SPG will be allowed to make more than one application for a single 33/11 kV Sub-station. Multiple applications by the Bidder / SPG or any member of the group for a single substation will be rejected / disqualified.
- c) Bid validity shall be **90 days** from the last date of submission of EOI.

## 7.2. Selection process

### In case of single bid at single GSS:

- a) All eligible applicants will be awarded at pre-fixed levelized tariff (*i.e, Rs. 3.04 per kWh*).

### In case of multiple bids at single GSS:

- b) Selection of bidders will be based on the **lowest tariff (L1)** offered in the ascending order as quoted by the bidders in the closed bid. In such cases, the pre-fixed levelised tariff (*i.e, Rs. 3.04 per kWh*) will be the ceiling tariff for bidders.
- c) In case of bidding, all eligible applicants will have to submit tariff bids within a prescribed time. Selection of bidders will be based on the lowest tariff offered in the ascending order as quoted by the bidders in the closed bid. LoA will be awarded to all successful bidders.

## 8. Power Purchase Agreement

- a) A power purchase agreement will be signed with the selected SPG for purchase of power by DISCOM for a period of 25 years. The term of the PPA will be considered from the Commercial Operation Date (COD).
- b) After 25 years, SPG and the distribution corporation can extend the period of the PPA at the mutually agreed rate and other terms and conditions.
- c) As a measure of payment security to SPG, Letter of Credit (LC) and Escrow Account will be arranged by RUVITL / DISCOM as per the terms and conditions mentioned in the PPA.
- d) The power purchased from these solar power plants will be used by the distribution corporations to meet local energy demand and RPO.
- e) SPG will be free to adopt any solar energy based technology but will follow the prevailing norms and standards of MNRE / BIS for solar modules, inverters, BOS and other equipment to ensure that a quality system is in place.
- f) Distribution Corporations may set up solar plants under any available schemes for enhancing the declared capacity of the solar generation plant to meet the demand of consumers.



- g) It will be mandatory for the distribution corporations to purchase the electricity generated from the solar power plants installed under the scheme.
- h) All successful SPGs will have to arrange 100% capital required to set up the project within **05 months** from the date of signing the PPA. In this regard, the SPG will provide a copy of the approval received from the financial institutions to AVVNL.
- i) If the documents and information provided by SPG are found to be incorrect, the application can be rejected at any stage and the bank guarantee submitted by the applicant will be forfeited.

#### 9. Reduction in minimum production of solar energy

- a) It will be mandatory for SPG to maintain **at least 17%** annual Capacity Utilization Factor (CUF) during the PPA period.
- b) In case of unavailability of the power system (Grid) or situation beyond the control of SPG, it can be relaxed. The provision of compensation will not apply in situations of force majeure.
- c) 95% grid availability will be maintained by the distribution corporation.

#### 10. Commissioning Period

- a) It will be mandatory for SPG to commission the solar power plant within a period of **09 months from the date of issue of LOA**. In case the project is not commissioned within the stipulated period, the penalty amount will be recovered from the PBG as per the terms of the PPA.
- b) In case the sanctioned capacity of the solar power plant is not commissioned for a period of 09 months from the date of issue of LOA, the capacity will be revised equal to the above penalty after charging it.

#### 11. Project Milestone and timeline

S. No.	Milestone	Timeline
<i><b>Petition filing by JVVNL to RERC for determination of pre-fixed levelized tariff for the solar power plant under Component A of PM-KUSUM Scheme</b></i>		
1	Issuance of work order to the successful bidder	T1
2	Unconditional acceptance of work order by successful Bidder	T1 + 03 days
3	Submission of Performance Bank Guarantee (PBG), Team mobilization and Site survey	T2 + 01 month
4	Signing of PPA between selected bidder (SPG) and RUVITL (on behalf of AVVNL)	T3 = Within 07 days of PBG submission

S. No.	Milestone	Timeline
5	Completion of design, supply, installation, testing and commissioning of the solar PV power plant and associated 11 kV line for connecting solar power plant with concerned substation	T1 + 09 months
6	Operation and maintenance of power plant and associated 11 kV line	25 years from COD (unless extended by both the parties on mutual agreement)

## 12. Commercial Operation Date (COD)

The actual date of commissioning of the solar power plant shall be declared as the commercial operation date by the Commissioning Committee.

## 13. Right to Reject by AVVNL

- a) AVVNL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for AVVNL action.
- b) AVVNL reserves the right to cancel / withdraw or alter the EOI without assigning any reason and shall bear no liability whatsoever consequent upon such a decision. Also, AVVNL reserves right to vary quantity as per RTPP Rule 2013.

## 14. Conflict of Interest

- a) AVVNL considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. In pursuance of AVVNL procurement ethics, the bidders, suppliers, and contractors under contracts, observe the highest standard of ethics, AVVNL will take appropriate actions against the Bidder, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all Bidders found to have a conflict of interest shall be disqualified.
- b) Conflict of interest will be determined in accordance with clause 81 of the Rajasthan Transparency in Public Procurement Rules (RTPP) 2013.

**All other terms and conditions shall be govern by MNRE Guidelines and amendments thereof including this EOI document / RTPP Act 2012 / RTPP Rule 2013.**

**COVER LETTER**

*(To be submitted by all the applicants)*

**To,**  
**The Superintendent Engineer (Solar),**  
**Ajmer Vidyut Vitran Nigam Limited**  
**Ajmer, Rajasthan**

**Sub:** Response to EOI No. \_\_\_\_\_ dated \_\_\_\_\_ for the work of design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years from COD of grid connected solar power plants through RESCO mode, its associated 11 kV line to connect the plant with various 33/11 kV Sub-stations and Remote Monitoring System (RMS) of solar power plants (from 0.5 MW to 2 MW) under Component A of PM-KUSUM Scheme.

**Ref.:** Application Id. \_\_\_\_\_ (generated through online registration).

Dear Sir/Ma'am,

We, the undersigned \_\_\_\_\_ [insert name of the 'Applicant'] having read, examined and understood in detail the EOI including Eligibility & Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for 25 years to AVVNL @ Rs. 3.04 per unit, hereby submit our response to EOI.

We are submitting EOI for the development of following Solar PV Project(s):

1. I/We hereby convey our unconditional acceptance to the EOI, dated \_\_\_\_\_, standard PPA documents attached thereto, issued by MNRE / AVVNL. In token of our acceptance to the EOI, PPA documents along with the amendments and clarifications issued by AVVNL, the same have been signed by us and enclosed with the response to EOI. We shall ensure that the PPA shall be executed as per the provisions of the EOI and PPA and shall be binding on us. Further, we confirm that the Project shall be commissioned within 09 months (*as per EOI*) of the Effective Date of Issuance of LoA.
2. I/We are submitting application / processing fee and security amount against EMD with the following details:

<b>Fee Details</b>	<b>Capacity (MW)</b>	<b>Amount (In Rs.)</b>	<b>Demand Draft Detail DD / Online/ BG No. / Date/ Bank/ Branch/ Address etc.</b>
Application Fee (Rs. 5,000 or part thereof of the capacity applied for)			
Earnest Money Deposit (EMD) (@Rs. 1 Lakh per MW)			

3. I/We hereby declare that in the event our Project get selected and Letter of Award (LoA) issued for the applied / offered capacity but we are not able to submit Bank Guarantee of the requisite value towards PBG within due time as mentioned in EOI after issue of LoA by AVVNL and/ or we are not able to sign PPA with RUVITL (*on behalf of AVVNL*) within time period notified by AVVNL, Ajmer Discom shall have the right to encash the security amount against EMD submitted by us.
4. I/We have submitted our response strictly as per EOI, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. Acceptance:  
I/We hereby unconditionally and irrevocably agree and accept that the decision made by AVVNL / Competent Authority of Discoms in respect of any matter regarding or arising out of the EOI shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
6. I/We also unconditionally and irrevocably agree and accept that the decision made by AVVNL in respect of award of projects according to our preference order as above and in line with the provisions of the EOI, shall be binding on us.
7. Familiarity with Relevant Indian Laws & Regulations:  
I/We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to EOI and execute the PPA, in the event of our selection as Successful Bidder.
8. In case of my/our selection as the SPG under the scheme, we shall infuse necessary equity to the requirements of EOI.
9. I/We are submitting our response to the EOI with applicable formats duly signed as desired by you in the EOI for your consideration.
10. I/We are participating, as Bidders, for the proposed solar power plants as mentioned below:

<b>Sr. No.</b>	<b>Circle</b>	<b>Division</b>	<b>Sub-division</b>	<b>Sub-station Name</b>	<b>SPV Capacity (MW) as per Annexure - I</b>
<b>1</b>					
<b>2</b>					
<b>3</b>					
<b>...</b>					

11. It is confirmed that my/our response to the EOI is consistent with all the requirements of submission as stated in the EOI, including all clarifications and amendments and subsequent communications from AVVNL.

12. The information submitted in my/our response to the EOI is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the EOI.
13. I/We confirm that all the terms and conditions of our Bid are valid up to \_\_\_\_\_ (Insert date in dd/mm/yyyy) for acceptance **[i.e. a period of 90 Days from the last date of submission of response to EOI].**

### Contact Person

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

Name: .....

Designation: .....

Address: .....

Phone No.: .....

Mobile Nos.: .....

Fax Nos. : .....

E-mail address: .....

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

Thanking you,

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024

We remain,

Yours faithfully,

Name, Designation,

Seal and Signature of Authorized Person whose name Power of Attorney / Board Resolution / Declaration.

**INFORMATION OF APPLICANT, PARTICIPATING FOR SETTING UP SOLAR  
POWER PLANT UNDER COMPONENT-A UNDER PM-KUSUM SCHEME**

<b>1</b>	<b>Details of Applicant (Fill only whichever is applicable)</b>	
a	Individual farmer <i>(Name, Adhaar No. with copy of Adhaar Card)</i>	
b	Group of farmers <i>(Name of Group, Registration No. List of Group members), Attach copy of Registration if available</i>	
c	Cooperative <i>(Name of Cooperative, Registration No.) Attach copy of Registration</i>	
d	Panchayats <i>(Name of Panchayat &amp; Sarpanch)</i>	
E	Farmer Producer Organisations (FPO) <i>(Name of Organisations, Registration No. ) Attach copy of Registration</i>	
f	Water User Associations (WUA) <i>(Name of Associations, Registration No.) Attach copy of Registration</i>	
<b>2</b>	<b>Contact Details</b>	
i	Address of Communication	
ii	Name of Authorized person	
ii	Mobile No.	
iv	Email Id.	
<b>3</b>	<b>Bank details of applicant</b>	
i	Name of bank, branch with address	
ii	Account No.	

ii	IFSC Code	
<b>4</b>	<b>Details of 33/11 kV Sub-stations Notified by AVVNL</b>	
i	Discom Name	
ii	District	
iii	Village	
iv	Name of Substation	
v	Declared capacity for the Solar Power Project (In MW)	
<b>5</b>	<b>Details of Land</b>	
i	Ownership of the land (Self owned / Leased)	
ii	Name of the land owner	
iii	District	
iv	Tehsil / P.S.	
v	Village	
vi	Total Land Available (in Hectare)	
5	Capacity offered in MW <i>(Offered capacity should not be more than declared capacity of the Sub-station or 2 MW whichever is less)</i>	
6	Distance of the offered land from the Substation Notified by the AVVNL (In KMs)	

Yours faithfully,

Name, Designation,

Seal and Signature of Authorized Person whose name Power of Attorney / Board Resolution / Declaration.

**LETTER OF AUTHORIZATION**

*(To be submitted by Individual farmer/ Group of farmers/ Cooperatives/ Panchayats/ Farmer Producer Organisations (FPO) / Water Users Association (WUA) on non-judicial stamp of Rs. 500/- duly notarized)*

Online Application Id. : \_\_\_\_\_

I/We hereby authorize Mr./Ms. \_\_\_\_\_ s/w/o \_\_\_\_\_ for representing me/us in all matters before AVVNL for signing and submission of all documents and providing information / response to EOI to AVVNL, and generally dealing with AVVNL in all matters in respect of setting up of Solar PV Power Plants of 0.5 MW to 2 MW capacity on farmer's land near Discom's 33/11 kV Sub-station in Rajasthan under PM-KUSUM Component-A Scheme for the Project of MW capacity \_\_\_\_\_ [Insert Project capacity proposed] at 33/11 kV Sub-station \_\_\_\_\_ (insert name S/S) in Panchayat Samiti \_\_\_\_\_ (insert name of P.S.) in District \_\_\_\_\_ (insert name of District).

Signature of Applicant or Authorizing Person on behalf of Group of farmers/ Cooperatives/ Panchayats/ Farmer Producer Organisations (FPO) / Water Users Association (WUA)



**FORMAT FOR DISCLOSURE**

*(This should be submitted by all applicants)*

Online Application Id: \_\_\_\_\_

From: (Insert name and address of applicant)

\_\_\_\_\_  
\_\_\_\_\_

**To,  
The Superintendent Engineer (Solar),  
Ajmer Vidyut Vitran Nigam Limited  
Ajmer, Rajasthan**

Sub: Response to EOI No. \_\_\_\_\_ dated \_\_\_\_\_ for the work of design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years from COD of grid connected solar power plants through RESCO mode, its associated 11 kV line to connect the plant with various 33/11 kV Sub-stations and Remote Monitoring System (RMS) of solar power plants (from 0.5 MW to 2 MW) under Component A of PM-KUSUM Scheme.

Dear Sir/Ma'am,

I/We hereby declare and confirm that only I/we am/are participating in the EOI Selection process for the EOI No. \_\_\_\_\_ dated \_\_\_\_\_ and we have read all the terms and conditions of the EOI and will abide the same.

I/We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to EOI will be rejected and if LoA has been issued or PPA has been signed, the same will be cancelled and the EMD / PBG (available with AVVNL) will be encashed and recoveries will be effected for the payments done.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney / Declaration.

**Declaration for Compliance with the Code of integrity and No Conflict of Interest**

**(In Compliance to RTPP Act 2012 & RTPP Rules 2013)**

To,

**The Superintendent Engineer (Solar),  
Ajmer Vidyut Vitran Nigam Limited  
Ajmer, Rajasthan**

**Sub:** Response for the work of design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected solar power plants through RESCO mode, its associated 11 kV line to connect the plant various 33/11 kV sub-stations and RMS of solar power plants for solarization of agriculture consumers / rural area connected on 11 kV feeders of various GSS in AVVNL under KUSUM Scheme – Component A in AVVNL, under EOI No. \_\_\_\_\_ dated \_\_\_\_\_.

Dear Sir/Ma'am,

We hereby declare that, we are in complete compliance of with the Code of integrity and No Conflict of interest as per Rajasthan Transparency in Public Procurement Act 2012 (RTPP Act 2012) & Rajasthan Transparency in Public Procurement Rules 2013 (RTPP Rules 2013), including any amendments issued thereafter.

**A. Rule 80. Code of integrity:**

- (1) Any person participating in procurement process shall,
  - (a) not offer any bribe, reward or gift or any material benefit either directly or in directly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
  - (b) not misrepresent or omit information that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
  - (c) not indulge in any collusion, bid rigging or anticompetitive behavior to impair the transparency, fairness and progress of the procurement process;
  - (d) not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;
  - (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
  - (f) not obstruct any investigation or audit of a procurement process;

- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

**B. Rule 81. Conflict of interest:**

- (i) A conflict of interest for procuring entity or its personnel and bidders is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- (j) The situations in which a procuring entity or its personnel may be considered to be in conflict of interest includes, but not limited to, following:
  - i) A conflict of interest occurs when procuring entity's personnel's private interests, such as outside professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official.
  - ii) Within the procurement environment, a conflict of interest may arise in connection with such private interests as personal investments and assets, political or other outside activities and affiliations while in the service of the procuring entity, employment after retirement from the procuring entity's service or the receipt of a gift that may place the procuring entity's personnel in a position of obligation.
  - iii) A conflict of interest also includes the use of procuring entity's assets, including human, financial and material assets, or the use of procuring entity's office or knowledge gained from official functions for private gain or to prejudice the position of someone procuring entity's personnel does not favour.
  - iv) A conflict of interest may also arise in situations where procuring entity's personnel is seen to benefit, directly or indirectly, or allow a third party, including family, friends or someone they favour, to benefit from procuring entity's personnel's actions or decisions.
  - v) A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:-
    - they have controlling partners in common;
    - they receive or have received any direct or indirect subsidy from any of them;
    - they have the same legal representative for purposes of the bid;
    - they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;
- (k) A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid; or

- (l) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Qualification Criteria and Biding Forms, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.
- C. **Rule 82. Breach of code of integrity by the bidder:** Without prejudice to the provisions of Chapter IV of the Act, in case of breach of any provision of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate action in accordance with the provisions of subsection (3) of section 11 and section 46.

**(Signature & Seal of Authorized Signatory for which POA attached)**

**Name of Authorized Signatory:**

**Designation:**

**Date:**

**Place:**

**Undertaking for No Blacklisting & No Banning**

*(On Non-Judicial Stamp Paper of Rajasthan of Rs. 100/- attested by Notary Public/ First Class Magistrate)*

To,

**The Superintendent Engineer (Solar),  
Ajmer Vidyut Vitran Nigam Limited  
Ajmer, Rajasthan**

**Sub:** Response for the work of design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected solar power plants through RESCO mode, its associated 11 kV line to connect the plant various 33/11 kV sub-stations and RMS of solar power plants for solarization of agriculture consumers / rural area connected on 11 kV feeders of various GSS in AVVNL under KUSUM Scheme – Component A in AVVNL, under EOI No. \_\_\_\_\_ dated \_\_\_\_\_.

Dear Sir/Ma'am,

I/We hereby declare that I/ We are qualified, not be insolvent, not be in receivership, not have a conflict of interest, not be bankrupt or being wound up, not have affairs administered by a court or a judicial officer, not have business activities suspended.

I/We understand that I/We shall not be eligible to participate in a procurement process of any procuring entity if I/We is blacklisted / debarred by any utility/ Government agency of all over India, if I/We has been found convicted of an offence:

- a) Under the Prevention of Corruption Act, 1988 (Central Act no. 49 of 1988) or
- b) Under the Indian Penal Code, 1860 (Central Act no. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

Further, I/We understand that in case I/We is blacklisted / debarred for the offences / grounds other than enumerated above by any Rajasthan Discoms, then the debarment shall be limited to such Discom only and not to others.

**(Signature & Seal of Authorized Signatory for which POA attached)**

**Name of Authorized Signatory:**

**Designation:**

**Date:**

**Place:**

**Bid Security**

*{To be executed on Non-judicial Stamp Paper of worth 0.25% of Bank Guarantee Value (maximum stamp duty of Rs 25000/-) If the BG is furnished from bank of other state with different Stamp Worth, then the difference value will be submitted on Rajasthan NJS Paper}*

Bank Guarantee No.: .....

Date: .....

**To,**

**The Superintendent Engineer (Solar),  
Ajmer Vidyut Vitran Nigam Limited  
Ajmer, Rajasthan**

WHEREAS M/s. .... (insert name of Bidder)..... having its Registered / Head Office at ..... (insert address of the Bidder) ..... (Hereinafter called "the Bidder") has submitted its Bid for the performance of the Contract for the work of design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected solar power plants through RESCO mode, its associated 11 kV line to connect the plant various 33/11 kV sub-stations and RMS of solar power plants for solarization of agriculture consumers / rural areas connected on 11 kV feeders of ..... GSS in AVVNL under KUSUM Scheme – Component A in AVVNL under EOI No: \_\_\_\_\_ dated \_\_\_\_\_ (Hereinafter called "the Bid").

KNOW ALL PERSONS by these present that We ..... (Insert name & address of the issuing bank) ..... having its Registered / Head Office at ..... (Insert address of registered office of the bank)..... (Hereinafter called "the Bank"), are bound unto Ajmer Vidyut Vitran Nigam Limited (hereinafter called "the Employer") in the sum of..... (Insert amount of Bid Security in figures & words)..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this ..... day of ..... 2024

The “Conditions” of this obligation are:

1. If the Bidder withdraws its bid during the period of bid validity specified in the “Expression of Interest” issued vide EOI No: .....dated .....; or
2. In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals / rectifications pursuant to the declaration/confirmation made by him in Format – Declaration on Deviation in the Bid;  
or

3. If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to Expression of Interest; or
4. In the case of a successful Bidder, if the Bidder fails within the specified time limit
  - a. to sign the Contract Agreement; or
  - b. to furnish the required Performance Security, or
5. In any other case, specifically provided for in Expression of Interest.
6. All disputes arising under this said Guarantee between the Bank and the Employer or between the Contractor and the Employer pertaining to this said Guarantee shall be subject to the jurisdiction of Courts only at **Ajmer**, Rajasthan alone.
7. We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named Conditions or their combination, and specifying the occurred Condition or Conditions.
8. This guarantee will remain in full force up to and including ..... (valid for 30 days beyond the original validity i.e. 180 days + (plus) additional 30 days grace period)..... and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

[Signature of the authorised signatory (ies)]

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

POA Number\_\_\_\_\_

Contact Number(s): Tel. \_\_\_\_\_ Mobile \_\_\_\_\_

Fax Number\_\_\_\_\_

email \_\_\_\_\_

Common Seal of the Bank\_\_\_\_\_

Witness:

Signature\_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Number(s): Tel. \_\_\_\_\_ Mobile \_\_\_\_\_

email \_\_\_\_\_

**Note:**

1. In case the bid is submitted by a Group of farmers/ Cooperatives/ Panchayats/ Farmer Producer Organisations (FPO)/ Water User associations (WUA), the Bid Security must be in the name of all the partners, lead or other partner submitting the bid.
2. The Bank Guarantee shall be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:

Quote

“Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed \_\_\_\_\_ (value in figures) \_\_\_\_\_ [\_\_\_\_\_ (value in words) \_\_\_\_\_].
2. This Bank Guarantee shall be valid upto \_\_\_\_\_ (validity date) \_\_\_\_\_.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before \_\_\_\_\_ (validity date) \_\_\_\_\_.”

Unquote



**DRAFT POWER PURCHASE AGREEMENT**

**for**

**Procurement of \_\_\_\_\_ MW (AC) Solar Power on Long Term Basis**

**under PM-KUSUM Component-A Scheme**

**Between**

**<Name of Solar Power Generator>**

**and**

**RAJASTHAN URJA VIKAS AND IT SERVICES LIMITED**

**on behalf of**

**AJMER VIDYUT VITARAN NIGAM LIMITED**

**[ \_\_\_\_\_ 2024]**

This Power Purchase Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2024 at **Jaipur**.

**BETWEEN**

<Name of Solar Power Generator> selected as Solar Power Generator for implementation of Solar Power Project with associated 11 kV line under **Pradhan Mantri Kisan Urja Suraksha evam Utthan Mahabhiyan (PM-KUSUM) Scheme Component A**, having registered office / address at \_\_\_\_\_ (hereinafter referred to as “**Solar Power Generator or SPG**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the **First Part**;

**AND**

**RAJASTHAN URJA VIKAS AND IT SERVICES LIMITED (Formerly known as RAJASTHAN URJA VIKAS NIGAM LIMITED/ RUVNL)**, a company incorporated under the companies Act 2013, having Registered / Head Office at Vidyut Bhawan, Jan Path, Jaipur (hereinafter referred to as “**RUVITL**”, is an authorized representative of Rajasthan DISCOMs to effect Bulk Power Purchase on behalf of DISCOMs), as a Party of the **Second Part**;

**ON BEHALF OF**

**AJMER VIDYUT VITARAN NIGAM LIMITED** a company incorporated under the Companies Act 1956, having its registered office at Vidyut Bhawan, Makawali Road, Panchsheel Nagar, Ajmer (hereinafter referred to as '**AVVNL**' which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assignees).

The SPG and RUVITL are individually referred to as ‘Party’ and collectively referred to as ‘Parties’.

**WHEREAS:**

- A.** The Ministry of New and Renewable Energy (MNRE) has launched a guidelines for PM KUSUM Scheme on 22.07.2019.
- B.** AVVNL initiated a selection process for Solar Power Generator (SPG) to set up \_\_\_\_\_ MW (AC) solar power plant through RESCO mode and procurement of power generated from the solar power plant as per the terms and conditions contained in the EOI No. \_\_\_\_\_ dated \_\_\_\_\_.
- C.** The SPG has been selected for the work of design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected solar power plants through RESCO mode, its associated 11 kV line to connect the plant various 33/11 kV sub-stations and Remote Monitoring System (RMS) of solar power plants for solarization of

agriculture consumers / rural area connected on 11 kV feeders of \_\_\_\_\_ GSS in AVVNL under KUSUM Scheme – Component A.

- D.** AVVNL has issued the Letter of Award (LoA) No. \_\_\_\_\_ **dated** \_\_\_\_\_ in favour of **<Name of Solar Power Generator>** as per the terms and conditions contained in the EOI.
- E.** The SPG has furnished the Project Security Amount of **Rs. \_\_\_\_\_ Lakhs** in the form of Bank Guarantee in favour of Superintendent Engineer (Solar), AVVNL, Ajmer.
- F.** The SPG has fulfilled the terms and conditions for signing this Power Purchase Agreement as a definitive agreement for establishing the Solar Power Project of \_\_\_\_\_ MW (AC) near 33/11 kV \_\_\_\_\_ Sub-station under \_\_\_\_\_ Circle, \_\_\_\_\_ Divison, \_\_\_\_\_ Sub-division and sale of electricity by the SPG to AVVNL at 33/11 kV \_\_\_\_\_ Sub-station.
- G.** The parties have agreed to execute this Power Purchase Agreement in terms of the EOI and the LoA in regard to the work of design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected solar power plants through RESCO mode, its associated 11 kV line to connect the plant various 33/11 kV sub-stations and Remote Monitoring System (RMS) of solar power plants for solarization of agriculture consumers / rural area connected on 11 kV feeders of \_\_\_\_\_ GSS in AVVNL under KUSUM Scheme – Component A.
- H.** **The SPG shall NOT sell any quantum of solar power from the installed solar power plant to other buyer except AVVNL / RUVITL during the tenure of this PPA.**

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

## **ARTICLE 1: DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

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

<b>“Electricity Act, 2003”</b>	shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
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<b>"Agreement" or "Power Purchase Agreement" or "PPA"</b>	shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof;
<b>"Appropriate Commission"</b>	Appropriate Commission or "RERC" shall mean the Rajasthan Electricity Regulatory Commission (RERC);
<b>"Bill Dispute Notice"</b>	shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party;
<b>"Business Day"</b>	shall mean with respect to SPG and AVVNL / RUVITL, a day other than Sunday or a statutory holiday, on which the banks remain open for business in the State;
<b>"Capacity Utilisation Factor" or "CUF"</b>	<p>CUF in a Year shall mean the ratio of the output of the SPV Power Plant in a Year versus installed Project capacity x 365 x 24 (i.e. CUF = Cumulative Project output in kWh / (installed Project capacity in kWp x 24 x 365))</p> <p>The annual CUF will be calculated every year from 1st April of the year (COD for first year) to 31<sup>st</sup> March next year;</p>
<b>"Change in Law"</b>	shall have the meaning ascribed thereto in Article 12 of this Agreement;
<b>"Commercial Operation Date (COD)"</b>	shall mean the date on which the commissioning certificate is issued upon successful commissioning (as per provisions of this Agreement) of the project;
<b>"Competent Court of Law"</b>	shall mean court under Ajmer District;
<b>"Consents, Clearances and Permits"</b>	shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and/or supply of power;
<b>"Consultation"</b>	shall mean the period of ninety (90) days or such other

<b>Period”</b>	longer period as the Parties may agree, commencing from the date of issuance of a SPG Preliminary Default Notice or AVVNL / RUVITL Preliminary Default Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;
<b>“Contract Year”</b>	<p>shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that:</p> <ol style="list-style-type: none"> <li>1) in the financial year in which the COD would occur, the Contract Year shall end on the date immediately before the COD and a new Contract Year shall commence once again from the COD and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and</li> <li>2) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;</li> </ol>
<b>"Contracted Capacity"</b>	shall mean _____ MW (AC) contracted with AVVNL / RUVITL for supply by the SPG to AVVNL at the Delivery Point;
<b>“Delivery Point”</b>	<p>shall mean the point at the voltage level of 33 kV or 11 kV of the 33/11 kV _____ Sub-station under this PPA.</p> <p>Metering shall be done at this interconnection point where the power is injected into the 33/11 kV Sub-station. For interconnection with grid and metering, the SPG shall abide by the relevant and applicable regulations, Grid Code notified by the State Commission and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed thereunder by the Appropriate Commission or CEA. All charges and losses related to Transmission of power from project up to Delivery Point as notified by the Appropriate Commission shall be borne by the SPG;</p>

<b>“Dispute”</b>	shall mean any dispute or difference of any kind between AVVNL / RUVITL and the SPG, in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16 of this Agreement;
<b>"Due Date"</b>	Due Date shall mean the forty-fifth (45 <sup>th</sup> ) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by RUVITL or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by RUVITL;
<b>“Effective Date”</b>	shall have the meaning ascribed thereto in Article 2.1 of this Agreement;
<b>“Electricity Laws”</b>	shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission;
<b>“Event of Default”</b>	shall mean the events as defined in Article 13 of this Agreement;
<b>“Expiry Date”</b>	shall mean the date occurring twenty-five (25) years from the Commercial Operation Date subject to that the supply of power shall be limited for a period of 25 years from the COD (unless extended by both the parties on mutual agreement);
<b>“Financing Agreements”</b>	shall mean the agreements pursuant to which the SPG has sought financing for the Power Project including the loan agreements, security documents, for the Power Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of AVVNL;

<b>"Force Majeure" or "Force Majeure Event"</b>	shall have the meaning ascribed thereto in Article 11 of this Agreement;
<b>"Guaranteed / Minimum Capacity Utilization Factor (CUF)"</b>	The SPG shall be required to maintain annual <b>CUF of 17%</b> (fixed i.e. no deration permitted) to be calculated as the ratio of the output of the SPV Power Plant in a Year versus installed Project capacity x 365 x 24 (i.e. CUF = Cumulative Project output in kWh / (installed Project capacity in kWp x 24 x 365)). The annual CUF will be calculated every year from 1st April of the year (CoD for first year) to 31st March next year and shall be subjected to 'Minimum Generation Guarantee' as per LoA;
<b>"Indian Governmental Instrumentality"</b>	shall mean the Government of India, Governments of state of Rajasthan and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or the above state Government or both, any political sub-division of any of them including any court or Appropriate Commission or tribunal or judicial or quasi-judicial body in India;
<b>"Insurances"</b>	shall mean the insurance cover to be obtained and maintained by the SPG in accordance with Article 8 of this Agreement;
<b>"Interconnection Facilities"</b>	shall mean the facilities on SPG's side of the Delivery Point for scheduling, transmitting and metering the electrical output in accordance with this Agreement and which shall include, without limitation, all other transmission lines and associated equipment, transformers, relay and switching equipment and protective devices, safety equipment and RTU, Data Transfer and Acquisition facilities for transmitting data subject to Article 7, the Metering System required for supply of power as per the terms of this Agreement;
<b>"Invoice" or "Bill"</b>	shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice / Supplementary Invoice raised by any of the Parties;
<b>"Joint Meter"</b>	shall mean the monthly joint meter reading statement

<b>Reading” or “JMR”</b>	which shall be jointly signed by SPG and AVVNL representative;
<b>“Late Payment Surcharge”</b>	shall have the meaning ascribed thereto in Article 10.1.7 of this Agreement;
<b>"Law"</b>	shall mean in relation to this Agreement, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of the RERC;
<b>“Letter of Credit” or “LC”</b>	shall have the meaning ascribed thereto in Article 10.1.11 of this Agreement;
<b>“Letter of Award” or “LoA”</b>	shall mean work order issued by AVVNL to the SPG for the project;
<b>“MNRE”</b>	shall mean the Ministry of New and Renewable Energy, Government of India;
<b>"Month"</b>	shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month;
<b>"Party" and "Parties"</b>	shall have the meaning ascribed thereto in the recital to this Agreement;
<b>“Payment Security Mechanism”</b>	shall have the meaning ascribed thereto in Article 10.1.11 of this Agreement;
<b>“Power Project” or “Project”</b>	shall mean the Solar Power generation facility of Contracted Capacity having a separate control system, metering and separate points of injection into the grid at Delivery point of 33/11 kV substation The Project shall include all units and auxiliaries such as water supply,



	treatment or storage facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings / structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power as per this Agreement;
<b>“Preliminary Default Notice”</b>	shall have the meaning ascribed thereto in Article 13 of this Agreement;
<b>“Project Capacity”</b>	shall mean the <b>maximum AC capacity</b> of the Project at the point of injection on which the Power Purchase Agreement has been signed;
<b>"Prudent Utility Practices"</b>	shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power generation equipment and which practices, methods and standards shall be adjusted as necessary to take account of: <ul style="list-style-type: none"> <li>a. operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be incorporated in the Power Project.</li> <li>b. the requirements of Indian Law; and the physical conditions at the site of the Power Project;</li> </ul>
<b>“Rebate”</b>	shall have the same meaning as ascribed thereto in Article 10.1.8 of this Agreement;
<b>“RESCO”</b>	shall mean Renewable Energy Service Company i.e. an energy service company that develops, installs, finances, operates and owns the rooftop solar power project and supplies power generated from the Project to the consumer;
<b>"Rupees", "Rs."</b>	shall mean Indian rupees, the lawful currency of India;
<b>“Scheduled</b>	shall mean ..... [Insert date that is 09 Months from

<b>Commissioning Date” or “SCD” of the Project</b>	the Date of Issuance of LoA by AVVNL;
<b>"Tariff"</b>	shall have the same meaning as provided for in Article 9 of this Agreement;
<b>"Tariff Payment"</b>	shall mean the payments to be made under Monthly Bills as referred to in Article 10 and the relevant Supplementary Bills;
<b>"Termination Notice"</b>	shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement;
<b>"Term of Agreement"</b>	shall have the meaning ascribed thereto in Article 2 of this Agreement.

## 1.2 INTERPRETATION

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

- i) **"Agreement"** shall be construed as including a reference to its Schedules, Appendices;
- ii) **An "Article", a "Recital", a "Schedule" and a "paragraph I clause"** shall be construed as a reference to an Article, a Recital, a Schedule, and a paragraph / clause respectively of this Agreement;
- iii) **A "crore" means a reference to ten million (10,000,000) and a "lakh" means a reference to one tenth of a million (1,00,000);**
- iv) **An "encumbrance"** shall be construed as a reference to a mortgage, charge, pledge, lien, or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;
- v) **"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;
- vi) **A "person"** shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees, and permitted assigns in accordance with their respective interests;

- vii) **"Rupee", "Rupees" and "Rs."** shall denote Indian Rupees, the lawful currency of India;
- viii) **The "winding-up", "dissolution", "insolvency", or "reorganization"** of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the Law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection, or relief of debtors;
- ix) **Words importing the singular shall include the plural and vice versa;**
- x) This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented;
- xi) A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time;
- xii) A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time;
- xiii) Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part;
- xiv) The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement;
- xv) **The words "hereof" or "herein",** if and when used in this Agreement shall mean a reference to this Agreement;
- xvi) **The terms "including" or "including without limitation"** shall mean that any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided.

## **ARTICLE 2: TERM OF AGREEMENT**

### **2.1      *Effective Date***

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

### **2.2      *Term of Agreement***

- 2.2.1 Subject to Article 2.3 and 2.4 of this Agreement, this Agreement shall be valid for a term from the Effective Date until the Expiry Date. This Agreement may be extended for a

further period at least one hundred eighty (180) days prior to the Expiry Date, on mutually agreed terms and conditions.

- 2.2.2 The SPG is free to operate their plants beyond the Expiry Date if other conditions like Land Lease / Right to Use of Land (as applicable), permits, approvals and clearances etc. allow. In such case unless otherwise agreed by AVVNL, Ajmer Discom shall not be obligated to procure power beyond the Expiry Date.

### 2.3 *Early Termination*

- 2.3.1 This Agreement shall terminate before the Expiry Date if either AVVNL / RUVITL or SPG terminates the Agreement, pursuant to Article 13 of this Agreement.

### 2.4 *Survival*

- 2.4.1 The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive penalty as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 11 (Force Majeure), Article 13 (Events of Default and Termination), Article 14 (Liability and Indemnification), Article 16 (Governing Law and Dispute Resolution), Article 17 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.

### 2.5 *Performance Bank Guarantee (PBG)*

- 2.5.1 The Performance Bank Guarantee furnished under this Agreement shall be for guaranteeing the successful commissioning of renewable energy plant of power up to the Contracted Capacity within the time specified in this Agreement.
- 2.5.2 The failure on the part of the SPG to furnish and maintain the Performance Bank Guarantee shall be a material breach of the term of this Agreement on the part of the SPG.
- 2.5.3 The PBG shall be initially valid from the date of issue until 02 months (i.e. sixty (60) days) beyond the 09 months from the date of issuance of Letter of Award.
- 2.5.4 **The PBG will be returned to the SPG immediately after successful commissioning of solar power plant, after taking into account any penalties due to delay in commissioning as per terms and conditions of EOI / LoA.**
- 2.5.5 No interest will be paid by AVVNL on the amount of PBG.

2.5.6 Non submission of PBG within the above-mentioned timelines shall be treated as follows:

- a) **Delay upto 1 month from due date of submission of PBG:** Delay charges @1% of the PBG amount per month levied on per day basis shall be paid by the SPG to AVVNL in addition to the PBG amount.

In case of delay in making full payment of above delay charges, the amount paid, if any, until the above deadline, along with interest, shall be first reduced from the total amount due towards the delay charges and interest amount (i.e., rate of interest as stated above). Further, balance amount to be paid shall attract Interest rate @12% per year.

- b) **Delay beyond 1 month from the due date of submission of PBG:** The Project / LoA shall stand terminated.

2.5.7 For the purpose of calculation of the above delay charges, “month” shall be considered as a period of 30 days.

### **ARTICLE 3: CONDITIONS SUBSEQUENT**

3.1.1 The SPG shall have provided an irrevocable letter to the lenders duly accepting and acknowledging the rights provided to the lenders under the terms of this agreement.

### **ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT**

#### **4.1 SPG's Obligations**

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

- a) The SPG shall be solely responsible and make arrangements for infrastructure for development of the Project and for Connectivity with the 33/11 kV sub-station for confirming the evacuation of power by the Scheduled Commissioning date or COD, whichever is earlier, and all clearances related thereto;
- b) obtaining all Consents, Clearances and Permits as required and maintaining all documents;
- c) designing, constructing, erecting, commissioning, completing and testing the Power Project in accordance with the applicable Law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices;
- d) the commencement of supply of power up to the Contracted Capacity to AVVNL no later than the Scheduled Commissioning Date and continuance of the supply of power throughout the term of the Agreement;
- e) connecting the Power Project switchyard with the Interconnection Facilities at the Delivery Point. The SPG shall make adequate arrangements to connect the Power Project switchyard with the Interconnection Facilities at Interconnection / Metering / Delivery Point. SPG will be responsible for laying of dedicated 11 kV line from

Solar Power Plant to sub-station, construction of bay and related switchgear & metering equipment at sub-station where the plant is connected to the grid and metering is done;

- f) owning the Power Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 15;
- g) fulfilling all obligations undertaken by the SPG under this Agreement;
- h) The SPG shall be responsible to for directly coordinating and dealing with AVVNL / RUVITL, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of Power and due compliance with deviation and settlement mechanism and the applicable Grid Code / State Regulations;
- i) The SPG shall be required to follow the applicable rules regarding project registration with the State Nodal Agency (AVVNL) in line with the provisions of the applicable policies / regulations of the State of Rajasthan. It shall be the responsibility of the SPG to remain updated about the applicable charges payable to AVVNL under the respective State Solar Policy.

#### **4.2 *Purchase and sale of Contracted Capacity***

- 4.2.1 Subject to the terms and conditions of this Agreement, the SPG undertakes to sell to RUVITL (*on behalf of AVVNL*) and RUVITL undertakes to pay Tariff (**Rs. \_\_\_\_\_ per kWh**) for all the energy supplied at the delivery point corresponding to the Contracted Capacity.

#### **4.3 *Right to Contracted Capacity & Energy***

- 4.3.1 AVVNL, in any Contract Year shall not be obliged to purchase any additional energy from the SPG beyond the contract capacity.
- 4.3.2 If for any Contract Year except for the first year of operation, it is found that the SPG has not been able to generate minimum energy of \_\_\_\_\_ **Million Units (MU) (corresponding to 17% minimum CUF)** during the term of the agreement, on account of reasons solely attributable to the SPG, the non-compliance by SPG shall make the SPG liable to pay the compensation. For the first year of operation, the above limits shall be considered on pro-rata basis. The lower limit will, however, be relaxable by AVVNL / RUVITL to the extent of grid non-availability for evacuation which is beyond the control of the SPG.
- 4.3.3 Any excess generation from the solar power plant, upto the contracted generation capacity of \_\_\_\_\_ **MW (AC)**, will be purchased at the contracted levelized tariff for 25 years subjected to other terms and conditions of the EOI / LoA / this PPA.
- 4.3.4 This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The amount of such penalty shall be as determined by the RERC, and such penalty shall ensure that the RUVITL (on behalf of AVVNL) is offset for all

potential costs associated with low generation and supply of power under the PPA. However, the minimum compensation payable to RUVITL (on behalf of AVVNL) by the SPG shall be 25% (twenty-five percent) of the cost of this shortfall in energy terms, calculated at PPA tariff. This compensation shall not be applicable in events of Force Majeure identified under PPA.

- 4.3.5 In case at any point of time, the peak of capacity reached is higher than the contracted capacity and causes disturbance in the system at the point where power is injected, the SPG will have to forego the excess generation and reduce the output to the contract capacity and shall also have to pay the penalty / charges (if applicable) as per applicable regulations.
- 4.3.6 The SPG shall install adequate protection equipment at the interconnection point to avoid excess energy feeding into the grid and failure to do so will entitle AVVNL to not pay for the additional energy over and above the contracted capacity.

#### **4.4 Extensions of Time**

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

- (a) any DISCOM Event of Default; or
- (b) Force Majeure Events affecting RUVITL / AVVNL, or
- (c) Force Majeure Events affecting the SPG,

The Scheduled Commissioning Date and the Expiry Date shall be deferred, subject to Article 4.4.5, for a reasonable period but not less than 'day for day' basis, to permit the SPG or AVVNL / RUVITL through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the SPG or AVVNL / RUVITL, or till such time such Event of Default is rectified by AVVNL / RUVITL.

- 4.4.2 In case of extension due to reasons specified in Article 4.4.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of three (03) months, any of the Parties may choose to terminate the Agreement as per the provisions of Article 13.5. In case neither party terminates the agreement under this clause, the agreement shall stand terminated on the expiry of twelve (12) months of the continuation of the Force majeure event unless the parties mutually agree to extend the agreement for the further period.
- 4.4.3 If the Parties have not agreed, within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on the time period by which the Scheduled Commissioning Date or the Expiry Date should be deferred, any Party may raise the Dispute to be resolved in accordance with Article 16.

- 4.4.4 As a result of such extension, the newly determined Scheduled Commissioning Date and newly determined Expiry Date shall be deemed to be the Scheduled Commissioning Date and the Expiry Date for the purposes of this Agreement.
- 4.4.5 Notwithstanding anything to the contrary contained in this Agreement, any extension of the Scheduled Commissioning Date arising due to any reason envisaged in this Agreement shall not be allowed beyond the date pursuant to Article 4.5.2.
- 4.4.6 Delay in commissioning of the project beyond the scheduled commissioning date for reasons other than those specified in Article 4.4.1 shall be an event of default on part of the SPG and shall be subject to the consequences specified in the Article 4.5.

**4.5 Liquidated Damages not amounting to penalty for delay in Commissioning**

- 4.5.1 If the SPG is unable to commission the Project by the Scheduled Commissioning Date other than for the reasons specified in Article 4.4.1, the SPG shall pay to AVVNL, damages for the delay in such commissioning and making the Contracted Capacity available for dispatch by the Scheduled Commissioning Date as per following:
- 4.5.2 In case any SPG fails to achieve this milestone, AVVNL shall encash the Performance Bank Guarantee (PBG) as liquidated damages (LD) in the following manner:

**Delay up to six months:** *The PBG on per day basis and proportionate to the balance capacity not commissioned. The no. of days in “month” for the LD calculation shall be considered as 30.*

**In case the commissioning of the solar power plant is delayed over six months:** *The PPA capacity shall stand reduced / amended to the Project capacity commissioned at the end of six month from scheduled Commissioning Date.*

*In case of delays of plant commissioning due to the reasons beyond the control of the SPG, AVVNL after having satisfied with documentary evidences produced by the SPG for the purpose, can extend the time for commissioning date without any financial implications to the SPG.*

- 4.5.3 The SPG further acknowledge that the amount of the liquidated damages fixed is genuine and reasonable pre-estimate of the damages that may be suffered by AVVNL.
- 4.5.4 **Penalty for downtime in Remote Metering System:**

Penalty as per following schedule shall be applicable on the SPG for the downtime in Remote Metering System of the solar power plant, applicable from CoD:

S. No.	Per Meter data availability through RMS system	Penalty
1	95% and above	No Penalty



S. No.	Per Meter data availability through RMS system	Penalty
2	Below 95%	Rs. 200 per month for each 1% decrease in availability below 95% subject to maximum Rs. 5,000 penalty limit on monthly basis

Here, Remote Monitoring System (RMS) shall be considered as communicated when complete data of the meter, as per the requirements of AVVNL is available on SEDM portal.

#### **4.6 Acceptance / Performance Test**

- 4.6.1 Prior to synchronization of the Power Project, the SPG shall be required to get the Project certified for the requisite acceptance / performance test as may be laid down by AVVNL and duly certified by the designated official of AVVNL.

#### **4.7 Third Party Verification**

- 4.7.1 The SPG shall be further required to provide entry to the site of the Power Project free of all encumbrances at all times during the Term of the Agreement to AVVNL and a third Party nominated by any Indian Governmental Instrumentality for inspection and verification of the works being carried out by the SPG at the site of the Power Project.
- 4.7.2 The third party may verify the construction works / operation of the Power Project being carried out by the SPG and if it is found that the construction works / operation of the Power Project is not as per the Prudent Utility Practices, it may seek clarifications from SPG or require the works to be stopped or to comply with the instructions of such third party.

#### **4.8 Breach of Obligations**

- 4.8.1 The Parties herein agree that during the subsistence of this Agreement, subject to AVVNL being in compliance of its obligations & undertakings under this Agreement, the SPG would have no right to negotiate or enter into any dialogue with any third party for the sale of Contracted Capacity of power which is the subject matter of this Agreement. It is the specific understanding between the Parties that such bar will apply throughout the entire term of this Agreement.

#### **4.9 Generation compensation for Off-take constraints**

- 4.9.1 Generation Compensation in offtake constraints due to Grid Unavailability: During the operation of the plant, AVVNL shall endeavour to ensure 95% of grid availability in a contract year, however, there can be some periods where the Project can generate power but due to temporary transmission unavailability, the power is not evacuated, for reasons

not attributable to the SPG. In such cases, subject to the submission of documentary evidences from the competent authority, the generation compensation shall be restricted to the following and there shall be no other claim, directly or indirectly against AVVNL:

<b>Duration of Grid unavailability</b>	<b>Provision for Generation Compensation</b>
Grid unavailability in excess of 5% in a contract year as defined in the PPA (only period from 8 am to 6 pm to be counted):	<p><b><i>Generation Loss = [(Average Generation per hour during the Contract Year) × (number of hours of grid unavailability during the Contract Year)]</i></b></p> <p>Where, Average Generation per hour during the Contract Year (kWh) = Total generation in the Contract Year (kWh) ÷ Total hours of generation in the Contract Year.</p>

The excess generation by the SPG equal to this generation loss shall be procured by AVVNL at the PPA tariff so as to offset this loss in the succeeding 03 (three) Contract Years.

- 4.9.2 Offtake constraints due to Backdown: The SPG and AVVNL shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. In the eventuality of backdown, subject to the submission of documentary evidences from the competent authority, the SPG shall be eligible for a minimum generation compensation, from AVVNL, restricted to the following and there shall be no other claim, directly or indirectly against AVVNL.

<b>Duration of Backdown</b>	<b>Provision for Generation Compensation</b>
Hours of Backdown during a monthly billing cycle.	<p><b><i>Minimum Generation Compensation = 50% of [(Average Generation per hour during the month) X (number of backdown hours during the month)] X PPA tariff</i></b></p> <p>Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month.</p>

The SPG shall not be eligible for any compensation in case the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions. The Generation Compensation shall be paid as part of the energy bill for the successive month after JMR.

## **ARTICLE 5: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION**

### **5.1 *Synchronization, Commissioning and Commercial Operation***

- 5.1.1 The SPG shall give AVVNL at least thirty (30) days' advanced preliminary written notice and at least fifteen (15) days' advanced final written notice, of the date on which it intends to synchronize the Solar Power Project to the Grid System.
- 5.1.2 Subject to Article 5.1.1, the Power Project may be synchronized by the SPG to the Grid System when it meets all the connection conditions prescribed in applicable Grid Code then in effect and otherwise meets all other Indian legal requirements for synchronization to the Grid System.
- 5.1.3 The synchronization equipment and all necessary arrangements / equipment including RTU for scheduling of power generated from the Project and transmission of data to the concerned authority as per applicable regulation shall be installed by the SPG at its generation facility of the Power Project at its own cost. The SPG shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted by the head of the concerned substation / and checking / verification is made by the concerned authorities of the AVVNL.
- 5.1.4 The SPG shall immediately after each synchronization / tripping of generator, inform the sub-station of the Grid System to which the Power Project is electrically connected in accordance with applicable Grid Code. In addition, the SPG will inject in-firm power to grid time to time to carry out operational / functional test prior to commercial operation. For avoidance of doubt, it is clarified that Synchronization / Connectivity of the Project with the grid shall not to be considered as Commissioning of the Project.
- 5.1.5 The SPG shall commission the Project within 09 Months from the Date of issuance of LoA. Declaration of shall be certified by the synchronization and commissioning committee to be constituted by the competent authority, tentatively comprising of following members:
- a) The Executive Engineer / Assistant Engineer (M&P) of the relevant area where solar Power plant is situated.
  - b) The Executive Engineer (O&M) / Assistant Engineer (O&M) of AVVNL of concerned Sub-station of the relevant area where Solar Power plant is situated.
  - c) Authorized representative of the Solar Power Generator (SPG).
  - d) Any other officer nominated by the competent authority.
- 5.1.6 The above mentioned committee will furnish the connectivity, synchronization and commissioning certificate based on reports / documents including but not limited to following:

- a) Installation Report by SPG duly signed by AVVNL (sample format at Annexure \_\_\_\_ of LoA)
  - b) Connectivity Report (sample format at Annexure \_\_\_\_ of LoA)
  - c) Synchronization Certificate (sample format at Annexure \_\_\_\_ of LoA)
  - d) Commissioning Certificate (sample format at Annexure \_\_\_\_ of LoA)
- 5.1.7 The Parties agree that for the purpose of commencement of the supply of electricity by SPG to AVVNL / RUVITL, liquidated damages for delay etc., the Scheduled Commissioning Date as defined in this Agreement shall be the relevant date.

## **ARTICLE 6: DISPATCH AND SCHEDULING**

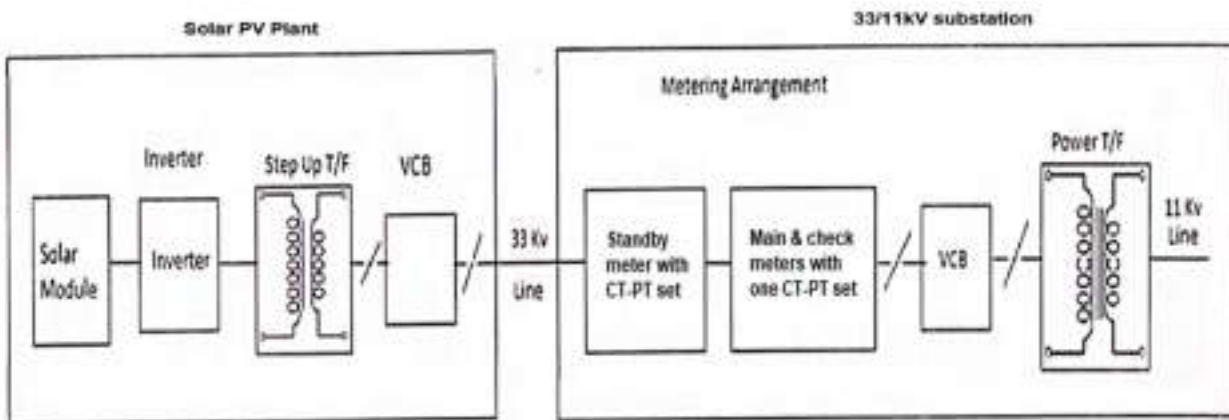
### **6.1 *Dispatch and Scheduling***

- 6.1.1 The SPG shall be required to schedule its power as per the applicable regulations of RERC / SLDC or any other competent agency and same being recognized by the SLDC or any other competent authority / agency as per applicable regulation / law / direction and maintain compliance to the applicable Codes / Grid Code requirements and directions, if any, as specified by concerned SLDC from time to time. Any deviation from the Schedule will attract the provisions of applicable regulation / guidelines / directions and any financial implication on account of this shall be on the account of the SPG.
- 6.1.2 The SPG shall be responsible for directly coordinating and dealing with the AVVNL, State Load Dispatch Centres, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of Power and due compliance with deviation and settlement mechanism and the applicable Grid code Regulations.
- 6.1.3 The SPG shall be responsible for any deviation from scheduling and for any resultant liabilities on account of charges for deviation as per applicable regulations. UI charges on this account shall be directly paid by the SPG.
- 6.1.4 Auxiliary power consumption will be treated as per the order of RERC or concerned RERC regulations.

## **ARTICLE 7: METERING**

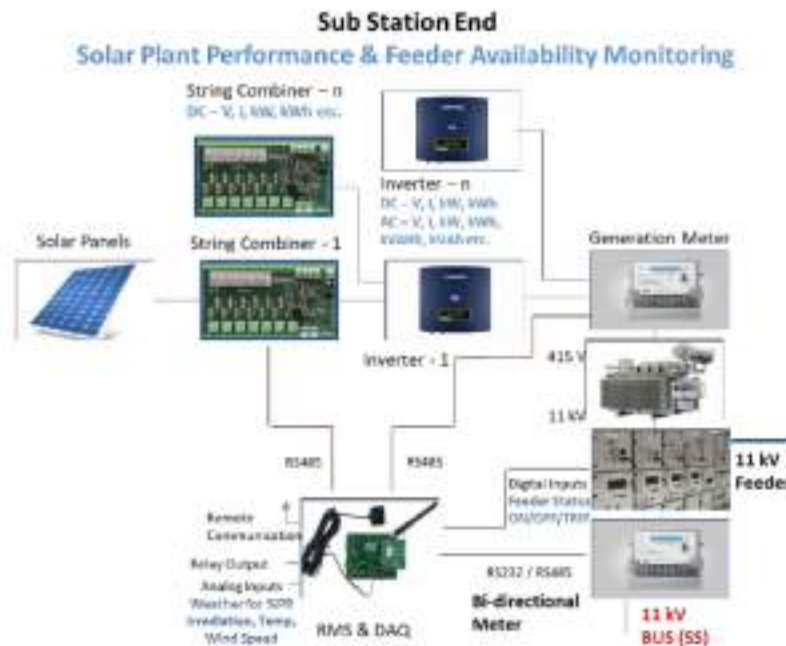
### **7.1 *Meters***

- 7.1.1 Metering and grid connectivity of the projects would be the responsibility of the SPG in accordance with the prevailing guidelines of AVVNL and / or CEA. AVVNL may facilitate in the process; however, the entire responsibility lies only with the SPG. The cost of required meters shall be borne by the SPG.
- 7.1.2 Meters and metering equipment shall be tested as per provision of RERC and as per IS 14697 at CPRI or at any NABL accredited / distribution licensee lab before installation at site on the cost of SPG and should be properly sealed in the presence of designated authority from AVVNL at the time of installation.
- 7.1.3 The accuracy class, current rating and certifications of the metering system shall confirm with relevant CERC / RERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.
- 7.1.4 SPG to install 3 ABT meters (main, check and standby) with RMS connectivity AND 2 CT-PT sets (one for main & check meter and another for standby meter) at substation end of the 11 kV line. An indicative layout of metering arrangement is given below:



- 7.1.5 Installation and timely replacement of meters (main, check and standby) as required to directly measure energy supplied by the Solar Power Plant shall be the responsibility of selected SPG.
- 7.1.6 **The cost of all required meters (main, check, standby meter at substation end along with consumer meters) and associated CT-PT sets shall be borne by the SPG.**
- 7.2 Remote Monitoring System (RMS)**
- 7.2.1 As per the MNRE guidelines, it is mandatory for Discoms to monitor solar power generation and performance of the solar power plant through online system. The online data will be integrated with central monitoring portal of MNRE which will extract data from the State portals for monitoring of the scheme.

- 7.2.2 In line with MNRE model guidelines for State Level SEDM Software Development issued in July 2020, State Level Solar Energy Data Management (SEDM) platform has been developed to integrate & monitor the performance of all systems installed under Component A, B & C (individual as well as feeder level solarization) of PM-KUSUM Scheme.
- 7.2.3 Also, as per the Specifications for Remote Monitoring System for Component A & C of the scheme, issued by MNRE on 15 Jul 2020, the SPG under the EOI shall be required to install required remote monitoring systems for solar power plant to integrate with State SEDM platform directly which in turn will have interface with National Level Solar Energy Data Management Platform of MNRE.
- 7.2.4 MNRE and Discoms will develop and host the of National and State Level SEDM platform which is excluded from the scope of the SPG but SPG needs to operate and do various data entries related to application processing, asset and workflow mgmt.



7.2.5 As shown in above diagram SPG needs to provide a remote monitoring system for:

- (a) **Solar Power Plant Remote Monitoring System:** To capture electrical parameters from multiple devices such as ABT Meter, Generation Meter, Inverters, String Combiner boxes or String inverters. Remote monitoring system will capture important Electrical and Status parameters such as AC/DC voltage, control, power, energy as well as monitoring of Breaker etc and will transmit data to State Level Solar Energy data management (SEDM) platform. It shall be also possible to control Inverter Active and Reactive power.

**(b) Communication Connectivity for Solar Plant RMS and Farmer RMS:**

- i. Field Device Connectivity: RMS will connect to Inverter, String combiner boxes or string inverters using RS485 MODBUS communication protocol as well as meters using RS232 DLMS protocol. Both protocols are widely used by equipment manufacturers.
  - ii. Remote Connectivity: RMS will connect to State Level SEDM Server using 2G/3G/4G or any other suitable cellular communication.
  - iii. Local Connectivity: Ethernet / Bluetooth / Wi-Fi connectivity to configure parameter, notifications, communication intervals, set points, operation mode configuration or to download locally stored data.
- 7.2.6 Details of Communication Modes, Communication Protocols, Security and Message formats and equipment wise parameter details can be taken by SPG from AVVNL.
- 7.2.7 It is the responsibility of SPG to provide SIM card, recurring communication charges and maintain communication connectivity of more than 96% and data availability of 99% for the 25 years (unless extended by both the parties on mutual agreement) of operation & maintenance of solar power plant and its associated 11 kV line.

**ARTICLE 8: INSURANCES**

**8.1 Insurance**

- 8.1.1 The SPG shall effect and maintain or cause to be effected and maintained, at its own cost and expense, throughout the Term of PPA, Insurances against such risks to keep the Project in good condition and shall take Industrial All Risk insurance policy covering risks against any loss or damage, with such deductibles and with such endorsements and co-insured(s), which the Prudent Utility Practices would ordinarily merit maintenance of and as required under the Financing Agreements, and under the applicable laws.

**8.2 Application of Insurance Proceeds**

- 8.2.1 In case of the Project not being implemented through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

In case of the Project being financed through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall be applied as per such Financing Agreements.

- 8.2.2 If a Force Majeure Event renders the Power Project no longer economically and technically viable and the insurers under the Insurances make payment on a “total loss”

or equivalent basis, AVVNL shall have claim on such proceeds of such Insurance limited to outstanding dues of AVVNL against SPG.

### **8.3 Effect on liability of DISCOM**

- 8.3.1 Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the SPG can claim compensation, under any Insurance shall not be charged to or payable by AVVNL. It is for the SPG to ensure that appropriate insurance coverage is taken for payment by the insurer for the entire loss and there is no under insurance or short adjustment etc.

## **ARTICLE 9: APPLICABLE TARIFF**

- 9.1.1 The SPG shall be entitled to receive the Tariff as per following schedule fixed for the entire term of 25 years with effect from the CoD, for the power sold to RUVITL (on behalf of AVVNL) as reflected in the Energy Accounts / Joint Meter Reading Report (JMR).

<b>Circle</b>	<b>Division</b>	<b>Subdivision</b>	<b>33/11 kV Sub-station</b>	<b>SPV plant capacity (MW)</b>	<b>Tariff (Rs. Per unit)</b>
_____	_____	_____	_____	_____	_____

## **ARTICLE 10: BILLING AND PAYMENT**

### **10.1.1 Energy measurement for Monthly billing**

- a) **Until Remote Monitoring System (RMS) of the solar power plant under the LoA is made operational by the SPG (as per the stipulated timeline) OR, any issue / failure of RMS**, the energy measurement for monthly billing shall be based on the CMRI data of meter(s) i.e. The meter readers on the first (1st) day of each Month at 00:00 hrs., of the Main, check and standby Meters shall be taken into consideration for energy measurements for monthly billing. The CMRI data shall be downloaded for all three meters jointly by concerned XEN (meter) of AVVNL and authorized representative of SPG.
- b) Subsequently, the SPG shall furnish the joint meter reading report (JMR) / Energy Account, duly verified by its authorized representative, and concerned XEN (Meter), along with downloaded CMRI data (of all three meters) to RUVITL through courier and/or e-mail along with the Monthly Bill (final energy net of import and export, multiplied by the Rs. per kWh tariff as per PPA and reactive



power charges or any other charges compensation) on the same day (i.e., 1st day of the month).

- c) **After successful start of operation of RMS of the solar power plant under the LoA**, the energy measurement for monthly billing shall be done through the data remotely available from the solar power plant.
- d) Provided that:
  - i. if the date of commencement or supply of power falls during the period between the first (1<sup>st</sup>) day and up to and including the fifteenth (15<sup>th</sup>) day of a Month, the first Monthly Bill shall be issued for the period until the last day of such Month, or
  - ii. if the date of commencement of supply of power falls after the fifteenth (15<sup>th</sup>) day of a Month, the first Monthly Bill shall be issued for the period commencing from the Delivery Date until the last day of the immediately following Month.
- e) Provided further that if a Monthly Bill is received on or before the second (2nd) day of a Month, it shall be deemed to have been received on the second (2nd) Business Day of such Month.
- f) Provided further that if a Monthly Bill for the immediately preceding Month is issued after 1st day of the next Month, the Due Date for payment of such Monthly Bill shall be extended accordingly.

#### ***10.1.2 Inspection and Testing of Meters***

- a) AVVNL and SPG shall jointly inspect and if necessary, recalibrate the metering system on a regular basis but in any event, at least once every year or at a shorter interval at the request of any of the two parties.
- b) Each Meter comprising the metering system shall be sealed by AVVNL, and shall be opened, tested, or calibrated in the presence of both the parties.

#### ***10.1.3 Inaccuracy of Meters***

- a) In case the difference between the energy recorded in the main meter and the check meter for any calendar month is within 0.5%, the energy recorded in the main meter shall be taken as final.
- b) However, if the variation exceeds  $\pm 0.5\%$ , following steps shall be taken:
  - i. Both interface meters (Main as well Check) and metering system shall be tested and checked.

- ii. Re-Calibration of both meters at site with reference standard meter of accuracy class higher than the meter under test, if no issues found in step (a) above.
- iii. On carrying out the re-calibration of the main meter, if it is discovered that either the percentage of inaccuracy exceeds  $\pm 0.5\%$  or that the main meter is not working, the following procedure in order of priority, whichever is feasible, for arriving at the computation of quantity of energy during the period between the last calibration and the present, shall be followed:
  - On the basis energy recorded in the check meter if installed and functioned accurately; or
  - By correcting the error, if the percentage of error is ascertainable from calibration, tests, or mathematical calculation.
- iv. The correction to the quantity of energy injected shall apply to the following periods (hereinafter referred to as the “Correction Period”):
  - To any period of time during which the main meter was known to be malfunctioning or to which the parties mutually agree;
  - If the period during which the main meter was malfunctioning is not known or is not agreed to between the parties, the correction shall be applicable for a period equal to half the time elapsed since the date of the preceding calibration test, provided that under no circumstance shall the Correction Period exceed one month.
- v. If the difference exists even after such checking or testing, then the defective meter(s) shall be replaced with a tested meter.
- vi. In case of conspicuous failures like burning of meter and erratic display of metered parameters and when the error found in testing of meter is beyond the permissible limit of error provided in the relevant standard, the meter shall be immediately replaced with a tested meter.
- vii. In case where both the Main meter and Check meter fail, energy recorded in the Standby meter shall be considered as final and at least one of the meters shall be immediately replaced by a tested meter.

#### **10.1.4 General**

- a) From the Commercial Operations Date of the solar power plant, RUVITL (on behalf of AVVNL) shall pay to the selected SPG the monthly Tariff Payments subject to the adjustments as per provisions of the PPA and submission of following indicative documents **(in two copies)** along with first energy invoice:

- (1) Original signed invoice as per PPA and applicable RERC Regulation addressing to SE (Billing), RUVITL (On behalf of AVVNL), 132 KV GIS Building, Calgiri Road, Malviya Nagar, Jaipur.
- (2) Photocopy of Power Purchase Agreement.
- (3) Original Joint Meter Reading (Export Energy, Import Energy, Net Energy, kVArh, kVAh, Maximum Demand, Power Factor).
- (4) Undertaking regarding detail of Free Energy, if any injected in the system between date of connectivity and COD (*As per format-1 provided under Circular No. RUVITL/CE/F/D./73 dated 04.08.2021*)
- (5) Memorandum of Association (MoA), if applicable.
- (6) Board Resolution Letter / Proprietor Deed / Partnership Deed, if applicable.
- (7) Authority Letter authorizing the signing authority (original).
- (8) Photocopy of Pan Card of SPG Owner and Signing Authority.
- (9) Signing Authority ID Proof (Aadhar Card).
- (10) MoM of Connectivity.
- (11) MoM of Commissioning.
- (12) Commissioning Certificate issued by competent authority.
- (13) Synchronization Certificate.
- (14) A copy of insurance of the power plant and interconnection facility system as per PPA.
- (15) Validity of Performance Bank Guarantee (PGB).
- (16) Photocopy of Tri-partite Agreement (if applicable) including cancelled cheque and Passbook Copy as per Draft Format.
- (17) Any other documents as required by RUVITL (on behalf of AVVNL).

- b) For the subsequent monthly energy invoice, the SPG will have to furnish the documents appearing at Sr. No. (1) and (3) as mentioned under Article 10.1.4 (a) in two (02) copies.**
- c) All Tariff Payments by RUVITL shall be in Indian Rupees.
- d) The SPG shall be required to make arrangements and payments for import of energy (if any) as per applicable regulations.

- e) The SPG shall be required to pay the land rent to AVVNL / RUVITL in accordance with Tri-partite Agreement (if applicable) signed between RUVITL (on behalf of AVVNL), farmers / land-owners and solar power developer”.
- f) Reactive power charges or any other charges as per CERC / RERC regulations shall be payable by SPG as per provisions of PPA.

#### ***10.1.5 Delivery and Content of Monthly Bills / Supplementary Bills***

- a) The SPG shall issue to RUVITL hard copy of a signed Monthly Bill for the immediately preceding Month based on the JMR / Energy Account along with all relevant documents (payments made by selected SPG for drawl of power, payment of reactive energy charges, Metering charges or any other charges as per regulations of CERC / RERC, if applicable.)
- b) Each Monthly Bill shall include all charges as per the Agreement for the energy supplied for the relevant Month based on JMR / Energy Accounts. The Monthly Bill amount shall be the product of the energy as per Energy Accounts and the applicable levelized tariff. Energy drawn from the grid will be regulated as per the regulations of respective State the Project is located in.

#### ***10.1.6 Payment of Monthly Bills***

- a) On receipt of JMR / Energy Account along with CMRI data (of both meters) and bill, RUVITL shall verify the readings and subsequent share the same along with original bill and other relevant documents Rajasthan Urja Vikas and IT Services Limited (RUVITL).
- b) RUVITL shall prepare the final accounts for the amount payable under the Monthly Bill by the Due Date to such account of the selected SPG, as shall have been previously notified by the SPG.
- c) As defined under the PPA, ‘Due Date’ shall mean the forty-fifth (45<sup>th</sup>) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by SE (Billing), RUVITL (on behalf of AVVNL), 132 kV GIS Building, Calgiri Road, Malviya Nagar, Jaipur or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill, or a Supplementary Bill is payable by RUVITL.
- d) All payments required to be made under this Agreement shall also include any deduction or set off for:
  - i. deductions required by the Law; and
  - ii. Amount claimed by AVVNL / RUVITL, if any, from the SPG, will be adjusted from the monthly energy payment.
  - iii. Charges for import of energy by the solar plant from the grid @ applicable tariff as per order of RERC.

- e) The SPG shall open a bank account (if not having any bank account) for all Tariff Payments to be made by RUVITL to the SPG and notify AVVNL / RUVITL of the details of such account at least sixty (60) Days before the dispatch of the first Monthly Bill.

#### **10.1.7 Late Payment Surcharge**

In case the payment of bills of renewable energy tariff is delayed beyond a period of 45 days from the date of presentation of bills, a late payment surcharge equivalent to Base Rate as on 1st April of the respective year plus 400 basis points per annum on daily basis shall be levied by the Generating Company.

#### **10.1.8 Rebate**

- a) For payment of any Bill on or before Due Date, the following Rebate shall be paid by the SPG to AVVNL / RUVITL in the following manner and the SPG shall not raise any objections to the payments made under this article.
  - i. For payment of bills of the SPG within 5 working days of presentation of bills, a rebate of 1.5% shall be allowed.  
*Explanation: In case of computation of '5 days' the number of days shall be counted consecutively without considering any holiday. However, in case the last day or 5<sup>th</sup> days official holiday, the 5th day for the purpose of Rebate shall be construed as the immediate succeeding working day (as per the official State Government's calendar, where the Office of the Authorized Signatory or Representative of the beneficiary, for the purpose of receipt or acknowledgement of bill is situated).*
  - ii. If payments of bills of SPG are made beyond 05 working days but within a period of 30 days of presentation of bills, a rebate of 1% shall be allowed.
  - iii. No rebate shall be payable to AVVNL / RUVITL for payments made after 30 clear working days of the date of presentation of hard copy of the bill along with the required supporting documents at RUVITL office upto Due date.
  - iv. For the above purpose, the date of presentation of Bill shall be the next Business Day of delivery of the physical copy of the Bill at RUVITL (i.e., SE (Billing), RUVITL (on behalf of AVVNL), 132 kV GIS Building, Calgiri Road, Malviya Nagar, Jaipur).
  - v. No Rebate shall be payable on the Bills raised on account of Change in Law relating to taxes, duties, cess etc. and on Supplementary Bill.
- b) For the above purpose date of presentation of bill shall be the same day of delivery in hard copy. However, for consideration of rebate, next business day shall be considered.

#### ***10.1.9 Quarterly and Annual Reconciliation***

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

#### ***10.1.10 Payment of Supplementary Bill***

- a) SPG may raise a ("Supplementary Bill") for payment on account of:
  - i. Adjustments required by the Energy Accounts (if applicable); or
  - ii. Change in Law as provided in Article 12.

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

- b) RUVITL shall remit all amounts due under a Supplementary Bill raised by the SPG to the Designated Account by the Due Date, except open access charges, RLDC or scheduling charges and transmission charges (if applicable). For Supplementary Bill on account of adjustment required by energy account, Rebate as applicable to Monthly Bills shall equally apply. No surcharge will be applicable other than that on the monthly energy payment and associated debit and credit note.
- c) In the event of delay in payment of a Supplementary Bill by either Party beyond its Due Date, a Late Payment Surcharge shall be payable at the same terms applicable to the Monthly Bill.

#### ***10.1.11 Payment Security Mechanism***

##### ***Letter of Credit (LC):***

- a) RUVITL shall provide to the SPG, in respect of payment of its Monthly Bills and/or Supplementary Bills, a monthly unconditional, revolving, and irrevocable letter of credit ("Letter of Credit"), opened and maintained which may be drawn upon by the SPG in accordance with the PPA.

- b) Not later than one (01) Month before the start of supply, RUVITL through a scheduled bank open a Letter of Credit in favour of the SPG, to be made operative from a date prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) Months and shall be renewed annually, for an amount equal to:
  - i. for the first Contract Year, equal to the estimated average monthly billing;
  - ii. for each subsequent Contract Year, equal to the average of the monthly billing of the previous Contract Year.
- c) Provided that the SPG shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill and/or Supplementary Bill, and shall not make more than one drawal in a Month.
- d) Provided further that if at any time, such Letter of Credit amount falls short of the amount specified above due to any reason whatsoever, RUVITL shall restore such shortfall within fifteen (15) days.
- e) RUVITL shall cause the scheduled bank issuing the Letter of Credit to intimate the SPG, in writing regarding establishing of such irrevocable Letter of Credit.
- f) RUVITL shall ensure that the Letter of Credit shall be renewed not later than its expiry.
- g) All costs relating to opening, maintenance of the Letter of Credit shall be borne by RUVITL.
- h) If RUVITL fails to pay undisputed Monthly Bill or Supplementary Bill or a part thereof within and including the Due Date, then, subject to above, the SPG may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from AVVNL / RUVITL, an amount equal to such Monthly Bill or Supplementary Bill or part thereof, in accordance with above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:
  - i. a copy of the Monthly Bill or Supplementary Bill which has remained unpaid to SPG and;
  - ii. a certificate from the SPG to the effect that the bill at item (a) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date;

***Escrow Arrangement:***

AVVNL shall also establish escrow arrangement in favour of SPG(s), AVVNL shall enter into a Tri-partite Escrow Agreement to be executed amongst SPG as Borrowers, Financing Institutions as Lender and RUVITL (on behalf of AVVNL) as Power Procurer wherein AVVNL obligation is restricted only to the extent that all the tariff payments shall be made remitted / credited to the notified bank account of the SPG(s) designated as Escrow Account as per the provisions of PPA. The Tri-partite Escrow Agreement will be integral part of this PPA.

#### 10.1.12 Disputed Bill

- a) If AVVNL / RUVITL does not dispute a Monthly Bill or a Supplementary Bill raised by the SPG within fifteen (15) days of receiving such Bill shall be taken as conclusive.
- b) If AVVNL / RUVITL disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay undisputed amount of the invoice amount and it shall within fifteen (15) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:
  - i. the details of the disputed amount;
  - ii. its estimate of what the correct amount should be; and
  - iii. all written material in support of its claim.
- c) If the SPG agrees to the claim raised in the Bill Dispute Notice, the SPG shall revise such Bill and present along with the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the disputing Party to the invoicing Party and up to and including the date on which such payment has been received as refund.
- d) If the SPG does not agree to the claim raised in the Bill Dispute Notice, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to RUVITL (i.e., SE (Billing), RUVITL (on behalf of AVVNL), 132 kV GIS Building, Calgiri Road, Malviya Nagar, Jaipur) 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.
- e) Upon receipt of the Bill Disagreement Notice SE (Billing), RUVITL (on behalf of AVVNL), 132 kV GIS Building, Calgiri Road, Malviya Nagar, Jaipur, authorized representative(s) or a director of the board of directors / member of board of the AVVNL / RUVITL and SPG shall meet and make best endeavours to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.
- f) If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice, the matter shall be referred to Dispute resolution in accordance with Article 16 of PPA.
- g) For the avoidance of doubt, it is clarified the despite a Dispute regarding an invoice, AVVNL / RUVITL shall, without prejudice to its right to Dispute, be under an obligation to make payment of undisputed amount of the invoice amount in the Monthly Bill.



## **ARTICLE 11: FORCE MAJEURE**

### **11.1 Definitions**

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

### **11.2 Affected Party**

11.2.1 An affected Party means AVVNL / RUVITL or the SPG whose performance has been affected by an event of Force Majeure.

### **11.3 Force Majeure**

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

- a) Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado if and only if it is declared / notified by the competent state / central authority / agency (as applicable);
- b) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action, lockdown if and only if it is declared / notified by the competent state / central authority / agency (as applicable); or
- c) radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Power Project by the Affected Party or those employed or engaged by the Affected Party.

### **11.4 Force Majeure Exclusions**

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

- (a) Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project;
- (b) Delay in the performance of any contractor, sub-contractor or their agents;

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

### ***11.5 Notification of Force Majeure Event***

- 11.5.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (07) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (01) day after such reinstatement.
- 11.5.2 Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.
- 11.5.3 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.

### ***11.6 Duty to Perform and Duty to Mitigate***

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

### ***11.7 Available Relief for a Force Majeure Event***

11.7.1 Subject to this Article 11:

- (a) no Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;
- (b) every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations;
- (c) For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.
- (d) Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event.

**ARTICLE 12: CHANGE IN LAW**

**12.1 Definitions**

12.1.1 In this Article 12, the term Change in Law shall refer to the occurrence of any of the following events pertaining to this project only after the last date of the bid submission, including

- (a) the enactment of any new law; or
- (b) an amendment, modification or repeal of an existing law; or
- (c) the requirement to obtain a new consent, permit or license; or
- (d) any modification to the prevailing conditions prescribed for obtaining a consent, permit or license, not owing to any default of the SPG; or any change in the rates of any Taxes including any duties and cess or Introduction of any new tax made applicable for setting up the power project;
- (e) and supply of power from the Power project by the SPG Which have a direct effect on the Project. However, Change in Law shall not include (i) any change in taxes on corporate income or (ii) any change in any withholding tax on income or dividends distributed to the shareholders of the SPG, or (iii) any change on account of regulatory measures by the Appropriate Commission.

In the event a Change in Law results in any adverse financial loss / gain to the SPG then, in order to ensure that the SPG is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the SPG / AVVNL shall be entitled to compensation by the other party, as the case may be, subject to the condition

that the quantum and mechanism of compensation payment shall be determined and shall be effective from such date as may be decided by the Appropriate Commission.

In the event of any decrease in the recurring / nonrecurring expenditure by the SPG or any income to the SPG on account of any of the events as indicated above, SPG shall file an application to the Appropriate Commission no later than sixty (60) days from the occurrence of such event, for seeking approval of Change in Law. In the event of the SPG failing to comply with the above requirement, in case of any gain to the SPG, AVVNL / RUVITL shall withhold the monthly tariff payments on immediate basis, until compliance of the above requirement by the SPG.

## **12.2     *Relief for Change in Law***

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

12.2.2 The decision of the Appropriate Commission to acknowledge a Change in Law and the date from which it will become effective, provide relief for the same, shall be final and governing on both the Parties.

## **ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION**

### **13.1     *SPG Event of Default***

13.1.1 The occurrence and/or continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by AVVNL of its obligations under this Agreement, shall constitute an SPG Event of Default:

- (i) the failure to commence supply of power to AVVNL up to the Contracted Capacity, by the end of the period specified in Article 4, or failure to continue supply of Contracted Capacity to AVVNL after Commercial Operation Date throughout the term of this Agreement, or

if

- the SPG assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Power Project in contravention of the provisions of this Agreement; or
- the SPG transfers or novates any of its rights and/or obligations under this agreement, in a manner contrary to the provisions of this Agreement; except where such transfer;
- is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or

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

if

- a. the SPG becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or
  - b. any winding up or bankruptcy or insolvency order is passed against the SPG, or
  - c. the SPG goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that a dissolution or liquidation of the SPG will not be a SPG Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the SPG and expressly assumes all obligations of the SPG under this Agreement and is in a position to perform them; or
- (ii) the SPG repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from AVVNL / RUVITL in this regard; or
- (iii) except where due to any AVVNL's failure to comply with its material obligations, the SPG is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the SPG within thirty (30) days of receipt of first notice in this regard given by AVVNL / RUVITL.
- (iv) Occurrence of any other event which is specified in this agreement to be a material breach / default of the SPG
- (v) except where due to any AVVNL's failure to comply with its material obligations, the SPG is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the SPG within thirty (30) days of receipt of first notice in this regard given by AVVNL / RUVITL.

### **13.2 DISCOM Event of Default**

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

- (i) AVVNL fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to Article 10.1.5, for a period of ninety (90) days after the Due Date and the SPG is unable to recover the amount outstanding to the SPG through the Letter of Credit,

- (ii) AVVNL repudiates this Agreement and does not rectify such breach even within a period of sixty (60) days from a notice from the SPG in this regard; or
- (iii) except where due to any SPG's failure to comply with its obligations, AVVNL is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by AVVNL within sixty (60) days of receipt of notice in this regard from the SPG to AVVNL; or

if

- AVVNL become voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of sixty (60) days, or
- any winding up or bankruptcy or insolvency order is passed against AVVNL, or
- AVVNL go into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that it shall not constitute a AVVNL Event of Default, where such dissolution or liquidation of AVVNL or AVVNL are for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and has creditworthiness similar to AVVNL and expressly assumes all obligations of AVVNL and is in a position to perform them; or;
- Occurrence of any other event which is specified in this Agreement to be a material breach or default of AVVNL.

### ***13.3 Procedure for cases of SPG Event of Default***

- 13.3.1 Upon the occurrence and continuation of any SPG Event of Default under Article 13.1, AVVNL / RUVITL shall have the right to deliver to the SPG, with a copy to the representative of the lenders to the SPG with whom the SPG has executed the Financing Agreements, a notice stating its intention to terminate this Agreement (AVVNL / RUVITL Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.
- 13.3.2 Following the issue of a AVVNL / RUVITL Preliminary Default Notice, the Consultation Period of ninety (90) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.
- 13.3.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

13.3.4 Within a period of seven (07) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the SPG Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, AVVNL / RUVITL may terminate this Agreement by giving a written Termination Notice of sixty (60) days to the SPG.

13.3.5 Subject to the terms of this Agreement, upon occurrence of a SPG Event of Default under this Agreement, the lenders in concurrence with the AVVNL / RUVITL, may exercise their rights, if any, under Financing Agreements, to seek substitution of the SPG by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the SPG and performing the obligations of the SPG. However, in the event the lenders are unable to substitute the defaulting SPG within the stipulated period, AVVNL / RUVITL may terminate the PPA and may acquire the Project assets for an amount equivalent to 90% of the debt due or less as mutually agreed, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.

Provided that any substitution under this Agreement can only be made with the prior consent of AVVNL / RUVITL including the condition that the selectee meets the eligibility requirements of EOI issued by AVVNL and accepts the terms and conditions of this Agreement.

13.3.6 The lenders in concurrence with AVVNL / RUVITL, may seek to exercise right of substitution under Article 13.3.5 by an amendment or novation of the PPA in favour of the selectee. The SPG shall cooperate with AVVNL / RUVITL to carry out such substitution and shall have the duty and obligation to continue to operate the Power Project in accordance with this PPA till such time as the substitution is finalized. In the event of Change in Shareholding / Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of **Rs. 1 Lakh per MW + 18% GST per transaction as facilitation fee (non-refundable)** shall be deposited by the SPG to AVVNL / RUVITL.

13.3.7 In the event the lenders are unable to substitute the defaulting SPG within the stipulated period, AVVNL / RUVITL may terminate the PPA and may acquire the Project assets for an amount equivalent to 90% of the debt due, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.

#### **13.4 Procedure for cases of DISCOM Event of Default**

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

- 13.4.2 Following the issue of a SPG Preliminary Default Notice, the Consultation Period of ninety days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.
- 13.4.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.
- 13.4.4 After a period of two hundred ten (210) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or AVVNL Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, AVVNL under intimation to SPG shall, subject to the prior consent of the SPG, novate its part of the PPA to any third party, including its Affiliates within the stipulated period. In the event the aforesaid novation is not acceptable to the SPG, or if no offer of novation is made by AVVNL within the stipulated period, then the SPG may terminate the PPA and at its discretion require AVVNL to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due and 150% (one hundred and fifty per cent) of the adjusted equity or, (ii) pay to the SPG, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the SPG.

Provided further that at the end of three (3) months period from the period mentioned in this Article 13.4.4, this Agreement may be terminated by the SPG.

### 13.5 *Termination due to Force Majeure*

- 13.5.1 If the Force Majeure Event or its effects continue to be present beyond a period as specified in Article 4.4.2, either Party shall have the right to cause termination of the Agreement. In such an event this Agreement shall terminate on the date of such Termination Notice without any further liability to either Party from the date of such termination.

## **ARTICLE 14: LIABILITY AND INDEMNIFICATION**

### **14.1 *Indemnity***

- 14.1.1 The SPG shall indemnify, defend and hold AVVNL harmless against:

- (a) any and all third party claims against AVVNL for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the SPG of any of its obligations under this Agreement; and



- (b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by AVVNL from third party claims arising by reason of a breach by the SPG of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the SPG, for which specific remedies have been provided for under this Agreement).

14.1.2 AVVNL shall indemnify, defend and hold the SPG harmless against:

- (a) any and all third party claims against the SPG, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by AVVNL of any of their obligations under this Agreement; and
- (b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the SPG from third party claims arising by reason of a breach by AVVNL of any of its obligations.

#### **14.2 Procedure for claiming Indemnity**

##### **14.2.1 Third party claims**

Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 14.1.1(a) or 14.1.2(a), the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 14.1.1(a) or 14.1.2(a) in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice.

Provided however that, if the claim amount is not required to be paid / deposited to such third party pending the resolution of the Dispute, the Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the Indemnified Party.

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

An Indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the Indemnified Party if it acknowledges its obligation to indemnify such Indemnified Party, gives such Indemnified Party prompt notice of its

intention to assume control of the defence, and employs an independent legal counsel at its own cost that is reasonably satisfactory to the Indemnified Party.

### **14.3     *Indemnifiable Losses***

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

### **14.4     *Limitation on Liability***

- 14.4.1 Except as expressly provided in this Agreement, neither the SPG nor its/ their respective officers, directors, agents, employees or affiliates (or their officers, directors, agents or employees), shall be liable or responsible to the other Party or its affiliates, officers, directors, agents, employees, successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of power generation or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of AVVNL, the SPG or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.
- 14.4.2 AVVNL shall have no recourse against any officer, director or shareholder of the SPG or any Affiliate of the SPG or any of its officers, directors or shareholders for such claims excluded under this Article. The SPG shall have no recourse against any officer, director or shareholder of AVVNL, or any affiliate of AVVNL or any of its officers, directors or shareholders for such claims excluded under this Article.

### **14.5     *Duty to Mitigate***

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

## **ARTICLE 15: ASSIGNMENTS AND CHARGES**

### **15.1     *Assignments***

- a. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned - by any Party, except to the Project Lenders or Lender's Representative as security for their debt under the Financing Agreements, other than by mutual consent between the Parties to be evidenced in writing. Such assignment shall be agreed to by AVVNL / RUVITL subject to the compliance of provisions contained in this Agreement and more specifically to the provisions of Article 4.1.1 of this Agreement. In no case, such assignment shall be permissible prior to the declaration of COD.
- b. Provided that, AVVNL / RUVITL shall permit assignment of any of SPG's rights and obligations under this Agreement in favour of the lenders to the SPG, if required under the Financing Agreements. Provided that, such consent shall not be withheld if AVVNL / RUVITL seeks to transfer to any transferee all of its rights and obligations under this Agreement.
- c. The enforcement of the rights and obligation between the SPG and the AVVNL / RUVITL provided in this Agreement shall not be treated as an assignment but an enforcement of the terms agreed under this Agreement.
- d. Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included in this Agreement. An amount of **Rs. 1 Lakh per Transaction as Facilitation Fee (non-refundable)** shall be deposited by the SPG to AVVNL / RUVITL. Provided further that, such consent shall not be withheld by the SPG if AVVNL / RUVITL seeks to transfer to any affiliate all of its rights and obligations under this Agreement.
- e. In the event of Change in Shareholding / Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of **Rs. 1 Lakh per Transaction as Facilitation Fee (non-refundable)** shall be deposited by the SPG to AVVNL / RUVITL.

## **15.2 Permitted Charges**

- 15.2.1 SPG shall not create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement, other than as set forth in Article 15.1 and the Guidelines.

## **ARTICLE 16: GOVERNING LAW AND DISPUTE RESOLUTION**

### **16.1 Governing Law**

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

## **16.2 Amicable Settlement and Dispute Resolution**

### **16.2.1 Amicable Settlement**

- (a) Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement (“Dispute”) by giving a written notice (Dispute Notice) to the other Party, which shall contain:
  - i. a description of the Dispute;
  - ii. the grounds for such Dispute; and
  - iii. all written material in support of its claim.
- (b) The other Party shall, within thirty (30) days of issue of Dispute Notice issued under Article 16.2.1(i), furnish:
  - i. counter-claim and defenses, if any, regarding the Dispute; and
  - ii. all written material in support of its defenses and counter-claim.
- (c) Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 16 -
  - i. if the other Party does not furnish any counter claim or defense under Article 16.
  - ii. or thirty (30) days from the date of furnishing counter claims or defense by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 16.2.1.
  - iii. the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

## **16.3 Dispute Resolution**

### **16.3.1 Dispute Resolution by the Appropriate Commission**

- (a) Where any Dispute or differences arises in relation to this agreement of any nature whatsoever including the construction, interpretation or implementation of the provisions of this agreement as well as claim made by any Party for any change in or determination of the Tariff or any matter related to Tariff or claims made by any Party which partly or wholly relate to any change in the Tariff or determination of any of such claims could result in change in the Tariff, and relates to any matter agreed to be referred to the Appropriate Commission, shall be submitted to adjudication by the Appropriate

Commission. Appeal against the decisions of the Appropriate Commission shall be made only as per the provisions of the Electricity Act, 2003, as amended from time to time.

- (b) AVVNL shall be entitled to co-opt the lenders (if any) as a supporting party in such proceedings before the Appropriate Commission.

#### **16.4     *Parties to Perform Obligations***

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

### **ARTICLE 17: MISCELLANEOUS PROVISIONS**

#### **17.1     *Amendment***

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

#### **17.2     *Third Party Beneficiaries***

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

#### **17.3     *Waiver***

- 17.3.1 No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorised representative of such Party.
- 17.3.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

#### **17.4     *Confidentiality***

- 17.4.1 The Parties undertake to hold in confidence this Agreement and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:
  - (a) to their professional advisors;

- (b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or
- (c) disclosures required under Law, without the prior written consent of the other Party.

### **17.5 Severability**

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

### **17.6 Notices**

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

Address	
Attention	
Email	
Mobile /WhatsApp No.	
Telephone	

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

Address	132 kV GSS MNIT Campus, Calgiri Road, Malviya Nagar, Jaipur-302017
Attention	Superintending Engineer (Billing), Rajasthan Urja Vikas and IT Services Limited
Email	<a href="mailto:ruvnlwind1@gmail.com">ruvnlwind1@gmail.com</a> , <a href="mailto:se.billing.ruvnl@rajasthan.gov.in">se.billing.ruvnl@rajasthan.gov.in</a>
Telephone	0141-2525470

- 17.6.4 All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the appropriate Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgement of the recipient, unless the Party delivering the

notice can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

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

### **17.7    *Language***

- 17.7.1 All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.
- 17.7.2 If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications or documents shall prevail in matters of interpretation.

### **17.8    *Restriction of Shareholders / Owners' Liability***

- 17.8.1 Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement. Further, the financial liabilities of the shareholder/s of each Party to this Agreement, shall be restricted to the extent provided in the Indian Companies Act, 2013.

### **17.9    *Taxes and Duties***

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

### **17.10    *Independent Entity***

- 17.10.1 The SPG shall be an independent entity performing its obligations pursuant to the Agreement.

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

**17.11 Compliance with Law**

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

**17.12 Order of priority in application**

17.12.1 In case of inconsistencies in the agreements executed between the Parties, applicable Law including rules and regulations framed thereunder, the order of priority shall be as mentioned below:

- (i) applicable Law, rules and regulations framed thereunder,
- (ii) this Agreement

**17.13 Affirmation**

17.13.1 The SPG and RUVITL, both affirm that;

- a) neither it nor its respective directors, employees, or agents has paid or undertaken to pay or shall in the future pay any unlawful commission, bribe, pay-off or kick-back; and
- b) it has not in any other manner paid any sums, whether in Indian currency or foreign currency and whether in India or abroad to the other Party to procure this Agreement, and the SPG and AVVNL / RUVITL hereby undertake not to engage in any similar acts during the Term of Agreement.

**17.14 No consequential or Indirect Losses**

17.14.1. The liability of the Seller and the Procurers is limited to that explicitly provided in this Agreement.



17.14.2. Provided that notwithstanding anything contained in this Agreement, under no event shall the Procurers or the Seller claim from one another any indirect or consequential losses or damages.

**17.15 Breach of Obligations**

17.15.1 The Parties acknowledge that a breach of any of the obligations contained herein would result in injuries. The Parties further acknowledge that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this Agreement is a genuine and reasonable pre-estimate of the damages that may be suffered by the non-defaulting party in each case specified under this Agreement.

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

**Signature**

Solar Power Generator (SPG)

**Signature with Seal**

Rajasthan Urja Vikas and IT Services Limited  
(On behalf of AVVNL)

**Witness:**

1)

2)

### **SCHEDULE PROPERTY**

All that piece and parcel of Barren / Agricultural land measuring \_\_\_\_ Hectare share out of Khasra No. \_\_\_\_\_ situated at Village / City \_\_\_\_\_ Tehsil \_\_\_\_\_ District \_\_\_\_\_ and bounded on the:

**(Note: The legal revenue terms to be changes to those prevalent in the State)**

**East by:**

**West by:**

**North by:**

**South by:**

**DRAFT FORMAT FOR TRIPARTITE AGREEMENT**

*(To be executed on Non-Judicial Stamp Paper of Rajasthan of Rs. 500/- attested by Notary Public/ First Class Magistrate before signing of PPA between Land-owner, Solar Power Developer and RUVITL (on behalf of AVVNL))*

This TRIPARTITE AGREEMENT entered into on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

**BETWEEN**

\_\_\_\_\_ (hereinafter referred to as the “LESSOR / OWNER”, which expression shall, wherever the context so requires or admits, SHALL mean and include his legal heirs, executors, administrators and assignees);

**AND**

\_\_\_\_\_ (Name of Solar Power Generator (SPG) / Developer) Represented by \_\_\_\_\_ (hereinafter referred to as the “LESSEE, which expression shall, wherever the context so requires or admits, SHALL mean and include its executors, administrators and assignees successors in interest).

**AND**

**RAJASTHAN URJA VIKAS AND IT SERVICES LIMITED (ON BEHALF OF AJMER VIDYUT VITARAN NIGAM LIMITED)** a company incorporated under the companies Act 2013, having Registered / Head Office at Vidyut Bhawan, Jan Path, Jaipur (hereinafter referred to as “RUVITL”, is an authorized representative of Rajasthan DISCOMs to effect Bulk Power Purchase on behalf of DISCOMs).

- I. **WHEREAS** the Lessor is the owner in possession of the Barren / Agricultural land measuring \_\_\_\_\_ hectare share out of Khasra No. \_\_\_\_\_ situated at Village/City \_\_\_\_\_ Tehsil \_\_\_\_\_ District which is morefully described in the Schedule hereunder and hereinafter referred to as the Schedule property.
- II. **WHEREAS** the \_\_\_\_\_ (Name of SPG / Developer) being a \_\_\_\_\_ (Details of SPG / Developer) with an object to plan, develop and operate Renewable Energy based Power Plant (REPP) under MNRE Scheme notified on 8th March 2019.
- III. **WHEREAS** RUVITL (On behalf of AVVNL) to pay the applicable land lease rent for the Schedule Property directly to the Lessor and will recover the same from the monthly energy charges payables to Lessee by RUVITL after commissioning of the \_\_\_\_\_ MW solar power plant under NIT No. \_\_\_\_\_ and project awarded vide AVVNL Letter No. \_\_\_\_\_ dated \_\_\_\_\_.

**NOW THIS AGREEMENT WITNESSES THAT** in consideration of the above and of the mutual covenants of the Parties hereto, all the parties hereby accepts on the following terms and conditions:

- a) The LESSEE shall execute bi-partite land lease agreement with the LESSOR/OWNER for the offered / registered land of their own.
- b) To avail the benefit of provisions where Discom may pay the applicable land lease rent directly to the registered land-owner / farmers after recovering the same from the monthly energy charges payables to the solar power developer, RUVITL (on behalf of AVVNL) may execute this tri-partite agreement with the LESSOR/OWNER and LESSEE only after fulfilling below requirements:
  - a. Submission of bi-partite land lease agreement between LESSOR/OWNER and LESSEE.
  - b. Upon receiving of consent letter duly signed from the LESSOR/OWNER and LESSEE for directly payment of applicable land lease rent on the provided Bank Account Details.
- c) The LESSOR/OWNER agreed to share the bank account details with LESSEE and RUVITL / AVVNL in which the payable rent will be remitted by LESSEE and/or, RUVITL (on behalf of AVVNL) as per below format:

<b>Sr. No.</b>	<b>Bank Account Details</b> <i>(For _____ MW (AC) Solar Power Plants under _____ GSS of _____ Circle, AVVNL)</i>	<b>Land-owners / farmers / solar power developer inputs</b>
1	Account Holder Name:	
2	Account Number:	
3	Name of Bank:	
4	Account Type (Saving / Current):	
5	IFSC Code:	
6	MICR:	
7	Complete Bank Address:	

***\*Note: Lessee / Lessor / Owner are required to submit cancelled cheque and Passbook Copy along with this tri-partite agreement before signing of Power Purchase Agreement.***

- d) The RUVITL (on behalf of AVVNL) will first pay the applicable land lease rent (monthly) after recovering the same from the monthly energy charges payables to LESSEE after commissioning of the solar power plant. However, in case the monthly energy charges payable to LESSEE is less as compared to applicable land lease rent, the LESSEE will be liable to pay the land lease rent directly to the LESSOR/OWNER on

monthly basis at their own cost. In such cases, RUVITL / AVVNL shall 'NOT' be liable for any payments to land-owner / farmer.

- e) RUVITL (on behalf of AVVNL) agrees to pay the applicable land lease rent (after signing of tripartite agreement) directly to the LESSOR/OWNER after commissioning of the solar power plant only.
- f) AVVNL / RUVITL hereby covenants with the LESSOR/OWNER & LESSEE as under:
  - i. AVVNL / RUVITL will only act as a facilitator for land lease amount payment i.e. LESSEE to ultimately bear the complete lease amount payable to the LESSOR/OWNER under this agreement;
  - ii. Under 'NO' circumstances, AVVNL / RUVITL will be a party and/or, held responsible for any loss or, dispute arising between the LESSOR/OWNER and the LESSEE.
- g) This AGREEMENT shall be governed by the laws of India. The Courts at Ajmer alone shall have the jurisdiction to entertain and or try any dispute arising out of or in connection with or in relation to the terms of this AGREEMENT. However, in any such dispute, AVVNL / RUVITL shall not be any party.

**IN WITNESS WHEREOF** the parties hereto have executed these presents in the presence of the witnesses attesting hereunder on the day, month and year mentioned hereinabove.

**LESSOR**

**LESSEE**

**RUVITL**

**(On Behalf of AVVNL)**

**WITNESSES:**

**1.**

**2.**

**INDICATIVE FORMAT FOR TRIPARTITE AGREEMENT**

THIS AGREEMENT (“Escrow Agreement”) is made and executed on this \_\_\_\_ day of \_\_\_\_\_ (the “Agreement Date”), is by and among:

1. **<Name of SPGs>**, for implementation of Solar Power Project under Pradhan Mantri Kisan Urja Suraksha evam Utthan Mahabhiyan (PM-KUSUM) Scheme, Component - A, having registered office at ..... (hereinafter referred to as the “Solar Power Generator or SPG” which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns);
2. **Rajasthan Urja Vikas & IT Services Limited**, a company incorporated under the companies Act 2013, having Registered / Head Office at Vidyut Bhawan, Jan Path, Jaipur (hereinafter referred to as “RUVITL”, is an authorized representative of Rajasthan DISCOMs to effect Bulk Power Purchase on behalf of DISCOMs),
3. **Ajmer Vidyut Vitran Nigam Limited**, a company duly incorporated and validly existing under the laws of India with Corporate Identification Number – **U40109RJ2000SGC016482** and having its registered office at Vidyut Bhawan, Makarwali Road, Panchsheel Nagar, Ajmer (Rajasthan) (hereinafter referred to as the “Distribution Company or DISCOM” which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns);
4. [BANK.....], having its Registered Office at [.....], acting through its [.....] BRANCH, at ..... (hereinafter referred to as the “Escrow Agent” which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns);” and
5. [BANK.....], having its Registered Office at ....., hereinafter referred to as “Financing Bank”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns); and

The Solar Power Generator, RUVITL, Distribution Company / DISCOM, the Escrow Agent and the Financing Bank are hereinafter collectively referred to as the “Parties” and individually as the “Party”.

**WHEREAS:**

1. The SPG has availed credit facilities (hereinafter called “the Facility”) from FINANCING BANK under Pradhan Mantri Kisan Urja Suraksha evam Utthan Mahabhiyan (PM-KUSUM) Scheme of Government of India pursuant to arrangement letter, financing and security agreements executed by the SPG in favour of FINANCING BANK.
2. The RUVITL (on behalf of DISCOM) has entered into a Power Purchase Agreement on [PPA DATE.....] for ..... MW where under the DISCOM has agreed to purchase renewable power from the SPG for such contracted capacity and at the tariff as stated in the Power Purchase Agreement. The SPG has represented that the Tariff Payment at least exceeds the Installment and Interest of the Facility under the Facility Agreement.
3. In order to ensure due repayment of the Facility together with interest and all other amounts due and payable by the Solar Power Generator or SPG to FINANCING BANK in respect of the Facility the Solar Power Generator or SPG and the RUVITL / DISCOM have agreed that the entire payments made in respect of the Renewable Power purchased by the DISCOM from the Solar Power Generator or SPG shall be remitted to an Escrow Account to be opened with the Escrow Agent and that the Escrow Agent shall withdraw the amount of Debt Payment Amounts (as hereinafter defined) in priority to allowing all other payments to the SPG in the manner and as per terms and conditions contained hereunder:

**NOW THEREFORE**, in furtherance of the transaction contemplated hereby and in consideration of the mutual covenants of the parties hereto set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

**1. INTERPRETATIONS**

**1.1 Definitions:**

Unless the context indicates a contrary intention all capitalized terms used herein that are not otherwise defined elsewhere in this Agreement shall have the respective meanings ascribed hereunder:

**Authorized Representative** in relation to a Party means the person who is duly authorized to act on behalf of the relevant Party;

**Business Day** means a day on which commercial banks including, but not limited to the Escrow Agent, are open for normal business as per the provisions of the Negotiable Instruments Act 1881;

**Debt Payment Amount** means the Interest and the Installment that is due each month from the **SPG** to FINANCING BANK under the Facility Agreement;

**Due Date(s)** shall mean, in respect of

- (a) each Installments, the Installment Payment Dates;
- (b) Interest, the Interest Payment Dates;

**Escrow Account** has the meaning set out to such term in Clause 3.1 hereof;

**Escrow Amount** means the money lying to the credit of the Escrow Account for the time being and from time to time;

**Facility** means the term loan facility described in detail in the Schedule;

**Facility Account** means the term loan account maintained by the SPG with FINANCING BANK in respect of the Facility;

**Facility Agreement** shall mean the Facility Agreement executed by the SPG in favour of FINANCING BANK for availing the Facility;

**Final Settlement Date** shall mean the date on which the entire dues payable by the SPG to FINANCING BANK under the Facility Agreement have been paid, discharged or performed in full to the satisfaction of FINANCING BANK and there are no sums which are owed, even contingently, to FINANCING BANK by



the SPG as evidenced by a no dues certificate being issued by FINANCING BANK;

**Interest** means the amount of monthly interest payable by the SPG to FINANCING BANK under the Facility Agreement subject to adjustment of subvention (if any) of the Government of India under the Interest Subvention Scheme;

**Installment** means the amount of monthly / quarterly installment (as the case may be) of the Facility in terms of repayment schedule in the Facility Agreement;

**Interest Payment Date** shall mean the first day of each calendar month occurring after the initial disbursement date until the Final Settlement Date;

**Installment Payment Date** means the last day of the month for which the interest is due;

**Party** means any party to this Agreement;

**Power Purchase Agreement** means agreement dated ..... entered into between the SPG and the RUVITL (on behalf of DISCOM) where under the DISCOM has agreed to purchase renewable power from the SPG or any other item agreed between the SPG and RUVITL / DISCOM against payment of Purchase Price;

**Tariff Payment** means all amounts payable by RUVITL / DISCOM to the SPG under the Power Purchase Agreement for supply of Renewable Power by the SPG to DISCOM from time to time during the subsistence of the Power Purchase Agreement;

## **2. Appointment of Escrow Agent:**

The SPG and the Financing Bank jointly designate [BANK.....], [BRANCH.....] as the Escrow Agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment and agrees to accept, hold and disburse the Escrow Amount in accordance with the terms hereof. All

references to the “Escrow Agent,” as that term is used herein, shall refer to the Escrow Agent solely in its capacity as such, and not in any other capacity whatsoever, whether as individual, agent, fiduciary, trustee or otherwise.

**3. Establishment and Maintenance of Escrow Account:**

**3.1** The Escrow Agent confirms that it shall open an escrow account, in the name of the SPG and Financing Bank (herein after referred to as the “Escrow Account”) on the terms of this Agreement, the details of which shall be informed to the Parties in writing by the Escrow Agent.

**3.2** The Escrow Agent shall hold all money forming part of the Escrow Amount as banker subject to the terms of this Agreement, and as a result such money will not be held in accordance with the fixed deposit account rules in Escrow Agent Bank.

**3.3** The Parties undertakes to provide to the Escrow Agent all documentation and other information required by the Escrow Agent from time to time to comply with all applicable regulations in relation to the Escrow Account forth with upon request by the Escrow Agent.

**4. Deposit of Escrow Amount:**

**4.1** The SPG shall raise to the RUVITL (on behalf of DISCOM) a monthly bill as per the terms of the Power Purchase Agreement and ensure that the RUVITL remits the entire Tariff Payment to the SPG Escrow Account on or before the due date as stipulated in the Power Purchase Agreement. The RUVITL agrees to remit the Tariff Payment for the monthly bill raised by the SPG under the Power Purchase Agreement to the Escrow Account on or before the due date as stipulated under the Power Purchase Agreement.

**4.2** SPG shall ensure that the entire Tariff Payment is remitted / credited to the Escrow Account by RUVITL. Till the Final Settlement Date no amount shall be paid by RUVITL directly to the SPG under the Power Purchase Agreement. Provided however, the obligation of the RUVITL under this clause shall be

limited to the obligation of the RUVITL under the Power Purchase Agreement for Tariff Payment.

**4.3** SPG hereby authorizes RUVITL to remit the entire Tariff Payment to the Escrow Account and such payment by RUVITL to the Escrow Account shall be construed as a valid discharge by RUVITL of its obligations for Tariff Payment for supply of Renewable Power under the Power Purchase Agreement to the SPG as per the monthly bill issued to the RUVITL under the Power Purchase Agreement.

**4.4** All amounts deposited as per clause 4.1, 4.2 and 4.3 hereinabove and held in the Escrow Account and credited to the Escrow Account from time to time shall be deemed to form part of the Escrow Amount.

**4.5** The Escrow Amount will not bear any interest, unless the Escrow Amount is invested, at the written request of the SPG, as term deposits of Escrow Agent Bank for such time as may be required. Notwithstanding the same, at all times the SPG shall ensure that the amount equivalent to Debt Payment Amount for three (03) months is available in the Escrow account and only the residual amounts are invested in term deposits.

**4.6** The SPG as well as the Financing Bank agrees that the Escrow Agent shall have no responsibility whatsoever to ensure that the RUVITL deposits the Tariff Payment to the Escrow Account.

**5. Withdrawal from Escrow Account:**

**5.1** The Escrow Agent is hereby authorized by SPG, to hold back from the Escrow Amount, funds equivalent to the Debt Payment Amount for three (03) months and to remit the Debt Payment Amount on respective Due Dates to the Facility Account of the Financing Bank towards the payment of Interest and installment of the Facility.

**5.2** The SPG will be entitled to make withdrawals / investments only from the balance funds available in the Escrow Account after the satisfaction of the terms stipulated under Clause 5.1 above.

- 5.3** Notwithstanding the same, if, during any month, the remittances into the Escrow Account is not sufficient to maintain the Debt Payment Amount for three (03) months as stipulated in Clause 5.1 above, SPG will not be entitled to make any withdrawals / investments from the Escrow Amount till such time the Debt Payment Amount for three (03) months is accrued in the Escrow Account.

**6. Tax Matters:**

The SPG and the Financing Bank agree that, for Tax reporting purposes, all taxable interest on or other income, if any, attributable to the Escrow Amount shall be allocable to the SPG. All income earned from the cash and investments of the Escrow Amounts held in the Escrow Accounts shall be taxable to the SPG and shall be reportable by the Escrow Agent to the income tax or any other taxing authority, whether or not such income has been distributed during such year. The Escrow Agent shall have no responsibility for the preparation and/or filing of any tax or information return with respect to any transactions, whether or not related to this Agreement that occurs outside the Escrow Amount.

**7. Rights, Obligations and Indemnification of the Escrow Agent:**

- 7.1** In performing any of its duties under this Agreement, or upon the claimed failure to perform its duties hereunder, the Escrow Agent shall not be liable to anyone for any damages, losses, or expenses that such party may incur as a result of the Escrow Agent so acting or failing to act (save except for damages arising out of its own gross negligence or willful misconduct as finally determined by a court of competent jurisdiction). Accordingly, the Escrow Agent shall not incur any such liability with respect to: (i) any action taken or omitted to be taken in good faith and without gross negligence or willful misconduct; or (ii) any action taken or omitted to be taken in reliance (including reliance not only as to a document's due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein) upon any document, including any written notice, request or instruction provided for in this Agreement, that the Escrow Agent shall in good faith and with exercise of due

care believe to be genuine without inquiry and without requiring substantiating evidence of any kind, to have been signed or presented by a proper Person or Persons and to conform with the provisions of this Agreement.

- 7.2** The SPG hereby agree to indemnify and hold the Escrow Agent and its directors, officers, agents and employees (collectively, the “Escrow Agent Indemnitees”) harmless from and against any and all claims including third party claims, liabilities, losses, damages, fines, penalties and expenses, including out-of-pocket, incidental expenses and reasonable legal fees and expenses (“Escrow Agent Losses”) that may be imposed on, incurred by, or asserted against, the Escrow Agent Indemnitees or any of them in connection with or arising out of (i) the Escrow Agent’s performance under this Agreement; provided that the Escrow Agent has acted in good faith and without gross negligence or willful misconduct. The provisions of this Clause 7.2 shall survive the termination of this Agreement.

**8. Liability of SPG:**

The SPG agrees that the authority granted to the Escrow Agent under clause 5 of this Agreement for withdrawal of Debt Payment Amount for credit to Facility Account on each Due Date shall not absolve the SPG from its obligation for payment of any or all amounts due by the SPG to FINANCING BANK under the Facility Agreement and that in case of inability of the Escrow Agent for any reason including but not limited to insufficiency of balance in the Escrow Account or if any part of the Escrow Amount is at any time attached, garnished or levied upon under any court order, or operation of the Escrow Account is stayed or enjoined by any court order, or any order, judgment or decree shall be made or entered by any court affecting the Escrow Account, then in any of such events, the Escrow Agent shall provide the SPG, Financing Bank and the RUVITL / DISCOM with prompt written notice of any such events and the SPG shall forthwith be liable for payment of Interest and Installment of the Facility in terms of the Facility Agreement.

**9. Fees:**

The SPG shall be liable for the fees and expenses of the Escrow Agent for so long as any portion of the Escrow Amount is held by the Escrow Agent under this Agreement. The amount of such fees shall be agreed upon between the SPG and the Escrow Agent at the time of execution of this Agreement and such amount shall be construed as fees for the purpose of this Clause 9. The Escrow Agent shall have, and is hereby granted, a first lien upon the Escrow Amount with respect to its unpaid fees, non-reimbursed expenses under this Agreement.

**10. Notices and Instructions:**

Any notices, account statements, consents or other communication required to be sent or given hereunder by any of the parties hereto or FINANCING BANK shall in every case be in writing and be sent or given to each party referenced below, and shall be deemed properly served if (a) delivered personally, (b) delivered by a recognized overnight courier service, or (c) sent by facsimile transmission with a confirmation copy sent by overnight courier, in each case, to the parties at the addresses and facsimile numbers as may be furnished in writing by each Party to the other.

**11. Governing Law and Jurisdiction:**

This Agreement and the rights and obligations of the parties hereto hereunder shall be governed in all respects, including validity, interpretation and effect, by the laws of India. In case of any disputes, differences the parties shall have the exclusive jurisdiction of Courts of Ajmer (Rajasthan).

**12. Amendment and Waiver:**

This Agreement may be amended, or any provision of this Agreement may be waived, provided that any such amendment or waiver will be binding on a party hereto only if such amendment or waiver is set forth in a writing executed by all the Parties.

**13. Term:**

This Escrow Agreement shall come into force on the date hereof and shall remain in full force and effect until the repayment of the entire Loan amount, interest and any other costs accruing thereof, to Financing Bank.

**14. Termination:**

This Agreement shall continue till the Final Settlement Date and RUVITL / DISCOM shall be discharged of its obligation under Clause 4 of this Agreement upon receipt of intimation from FINANCING BANK that the DISCOM stands discharged of its obligation under Clause 4.

**15. Assignment of Interests:**

No assignment of the interest of any of the Parties hereto shall be binding upon the Escrow Agent unless and until written notice of such assignment shall be filed with and acknowledged by the Escrow Agent.

**16. Non liability of RUVITL / DISCOM**

[ BANK.....] as the Escrow agent shall have no recourse against RUVITL / DISCOM and RUVITL / DISCOM shall not be liable to any Party for **default by the SPG** of its obligation of repayment of dues under the Facility Agreement or for any other breach thereof and the obligation of the RUVITL / DISCOM shall be limited to deposit of the Tariff Payment in the Escrow Account as per terms of this Agreement.

**17. Dispute Resolution:**

In the case of any claims, disputes or any difference between the Parties arising out of or in relation to this agreement including but not limited to disputes or differences as to the validity of this Agreement or interpretation of any of the provisions of this agreement or losses or damages arising under this agreement or indemnity, the same shall be resolved by mutual discussion. In the event that the dispute or event is not resolved by mutual discussion, such claims, disputes or differences, shall be referred to a panel of arbitrators who will be appointed with mutual consent of the parties and the Arbitration proceedings shall be held in

accordance with the provisions of The Arbitration and Conciliation Act, 1996 as amended from time to time. The provisions of this clause shall survive the termination of this Agreement.

**IN WITNESS WHEREOF**, this Agreement has been duly executed as of the date first written above by the duly Authorized Representatives of Parties as stated hereunder.

**For and on behalf of**

**SPG**

**By:**

\_\_\_\_\_

**Name:**

**Title:**

**ESCROW AGENT / FINANCING BANK:**

**For and on behalf of:**

\_\_\_\_\_ **BANK**

**By:**

\_\_\_\_\_

**Name:**

**Title:**

**For and on behalf of :**

**RUVITL (on behalf of DISCOM)**

**By:**

\_\_\_\_\_

**Name:**

**Title:**



**Declaration of Land Availability & Financial Tie-up**

*(On Non-Judicial Stamp Paper of Rajasthan of Rs. 500/- attested by Notary Public/ First Class Magistrate)*

To,

**The Superintendent Engineer (Solar),  
Ajmer Vidyut Vitran Nigam Limited  
Ajmer, Rajasthan**

**Sub:** Response for the work of design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected solar power plants through RESCO mode, its associated 11 kV line to connect the plant various 33/11 kV sub-stations and RMS of solar power plants for solarization of agriculture consumers / rural area connected on 11 kV feeders of various GSS in AVVNL under KUSUM Scheme – Component A in AVVNL, under EOI No. \_\_\_\_\_ dated \_\_\_\_\_.

Dear Sir/Ma'am,

I/We hereby declare that the offered land for quoted capacity for work of design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years from COD of grid connected solar power plants through RESCO mode is/are available and free from any type of disputes.

Further, I/we hereby certify that I/we is/are having access to adequate financial tie-up (with lending institutions / banks / etc.) for setting up the quoted capacity.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

**(Seal & Signature)**

**Name of Authorized Signatory:**

**Designation:**

**Date:**

**Place:**

## APPENDIX – I

### List of Solar Power Plants under Component A of PM-KUSUM Scheme

S. No.	CIRCLE_NAME	DIVISION_NAME	SDO_NAME	SUBSTATION_NAME	SPV Plant Capacity (MW)
1	Ajmer	XEN( O&M, Kishangarh )	AEN (O&M, Rupangarh)	Sursura	2.0
2	Ajmer	KISHANGARH	Kishangarh(Rural)	HARMADA	1.0
3	Ajmer	KISHANGARH	ARAIN	ARAIN	1.0
4	Ajmer	KISHANGARH	ROOPANGARH	Kotri	1.0
5	Banswara	XEN (O&M) Kushalgarh	AEN (O&M, Kushalgarh)	KUSHALGARH	2.0
6	Banswara	XEN(DD, Banswara)	AEN(O&M), Chhoti Sarvan	KHAJURI	2.0
7	Banswara	XEN(O&M, Bagidora)	AEN (O&M, Bagidora)	BADODIYA	2.0
8	Banswara	XEN(O&M, Bagidora)	AEN (O&M, Partapur)	PALODA	2.0
9	Banswara	XEN (O&M) Kushalgarh	AEN(O&M,Sajjangarh)	TAMBESRA/OSARA	2.0
10	Banswara	XEN(O&M, Bagidora)	AEN (O&M, Garhi)	JOLANA	2.0
11	Banswara	XEN (O&M) Kushalgarh	AEN(O&M, Anandpuri)	CHORDI	2.0
12	Banswara	XEN (O&M) Kushalgarh	AEN (O&M, Kushalgarh)	UNKALA	2.0
13	Banswara	XEN(DD, Banswara)	AEN (Rural, Banswara )	Nya Gaun	2.0
14	Banswara	XEN(DD, Banswara)	AEN (O&M, Ghatol )	SENAWASA	2.0
15	Banswara	XEN (O&M) Kushalgarh	AEN(O&M, Anandpuri)	ANANDPURI	1.5
16	Banswara	XEN(O&M), GULABPURA	AEN (O&M, Asind)	KAWLAS	1.5
17	Banswara	XEN (O&M) Kushalgarh	AEN(O&M,Sajjangarh)	KASARWADI	1.5
18	Banswara	XEN(O&M, Bagidora)	AEN (O&M, Garhi)	ARTHUNA	1.5
19	Banswara	XEN(O&M, Bagidora)	AEN (O&M, Garhi)	DADUKA	1.5
20	Banswara	XEN(O&M, Bagidora)	AEN (O&M, Partapur)	PARTAPUR	1.5
21	Banswara	XEN(DD, Banswara)	AEN (O&M, Ghatol )	Peepalkhunt	1.0
22	Banswara	XEN (O&M) Kushalgarh	AEN(O&M,Sajjangarh)	DUNGARA	1.0
23	Banswara	BAGIDORA	AEN(BAGIDORA)	GANGADTALAI	1.0
24	Banswara	KUSHALGARH	AEN(SAJJANGARH)	BHIL KUWA	1.0
25	Banswara	XEN (O&M) Kushalgarh	AEN(O&M, Anandpuri)	CHIKLI PUNA	1.0
26	Banswara	KUSHALGARH	AEN(SAJJANGARH)	ANDESHWAR	1.0
27	Banswara	XEN(DD, Banswara)	AEN (O&M, Ghatol )	MOTA GAUN	1.0
28	Banswara	XEN(DD, Banswara)	AEN (O&M, Ghatol )	MAHIDEM	1.0
29	Banswara	BANSWARA	AEN (RURAL)	MOONGTHALI	1.0
30	Banswara	XEN(DD, Banswara)	AEN (Rural, Banswara )	TALWARA	1.0
31	Banswara	BAGIDORA	AEN(GARHI)	KUNJI KA PARDA	0.5
32	Banswara	BAGIDORA	AEN(PARTAPUR)	KUNJI KA PARDA	0.5
33	Banswara	BAGIDORA	AEN(GARHI)	BHAGORA	0.5

34	Beawar	XEN(O&M) Beawar	AEN (O&M, Bijainagar)	Bijai Nagar	2.0
35	Beawar	XEN(O&M) Beawar	AEN (O&M, Bijainagar)	Jaliya	2.0
36	Beawar	XEN(O&M) Beawar	AEN (O&M, Badnore)	AMESAR	1.5
37	Bhilwara	XEN (O&M) Gangapur	AEN (O&M, Gangapur)	SURAWAAS	1.5
38	Bhilwara	XEN (O&M) Gangapur	AEN (O&M, Gangapur)	GOVRIYA KHAKLA	1.5
39	Bhilwara	Xen (O&M) Gulabpura)	AEN (O&M, Asind)	Mod Ka Nimbahera	1.5
40	Bhilwara	RURAL	BIGOD	SAWAIPUR	1.0
41	Bhilwara	XEN(DD-1, Bhilwara )	AEN(Rural-II,Suwana)	PUR	1.0
42	Bhilwara	Mandal	Kareda	GORKHYA	1.0
43	Bhilwara	XEN(O&M)	R-II	MUJRAS	1.0
44	Bhilwara	GANGAPUR	GANGAPUR	ARNIA	1.0
45	Bhilwara	GPR	KOSHITHAL	NANDSA	1.0
46	Bhilwara	Rural	Mandalgarh	PADAMPURA	1.0
47	Bhilwara	XEN (O&M) Gangapur	AEN (O&M, Gangapur)	AAMLII	1.0
48	Bhilwara	XEN(O&M)	R-II	sawroopganj	1.0
49	Bhilwara	RURAL	BIGOD	KISHANGARH	1.0
50	Bhilwara	XEN(ONM, Mandal )	AEN (O&M, Mandal)	MANDAL	1.0
51	Chittorgarh	XEN(DD, Chittorgarh)	AEN (O&M, Gangrar)	Gangrar	2.0
52	Chittorgarh	XEN(O&M), BEGUN	AEN (O&M, Begun)	Gunta	2.0
53	Chittorgarh	XEN(DD, Nimbahera)	AEN (REC, Nimbahera)	MARJIVI	2.0
54	Chittorgarh	XEN(DD, Kapasan)	AEN (O&M, Bhadesar)	KUTHANA	2.0
55	Chittorgarh	XEN(DD, Chittorgarh)	AEN (O & M, Chittorgarh)	Senthi	2.0
56	Chittorgarh	XEN(DD, Chittorgarh)	AEN(O&M, Sawa)	Ghatiyawali	2.0
57	Chittorgarh	XEN(DD, Chittorgarh)	AEN(O&M, Sawa)	Gilund	2.0
58	Chittorgarh	XEN(DD, Nimbahera)	AEN (REC, Nimbahera)	BADOLI	2.0
59	Chittorgarh	XEN(DD, Nimbahera)	AEN (O&M, Nimbahera)	WELCOME CHORAHA	2.0
60	Chittorgarh	XEN(O&M), BEGUN	AEN (O&M, Bassi)	Vijaypur	2.0
61	Chittorgarh	XEN(O&M), BEGUN	AEN (O&M, Rawatbhata)	D.P.H	2.0
62	Chittorgarh	XEN(DD, Chittorgarh)	AEN (REC, Chittorgarh)	Laka ka kheda	2.0
63	Chittorgarh	XEN(DD, Kapasan)	AEN (O&M, Bhadesar)	AKYA	2.0
64	Chittorgarh	XEN(DD, Chittorgarh)	AEN (O&M, Gangrar)	Saran	2.0
65	Chittorgarh	XEN(O&M), BEGUN	AEN (O&M, Bassi)	Dugar	2.0
66	Chittorgarh	XEN(DD, Kapasan)	AEN (O&M, Bhadesar)	KHODIP	2.0
67	Chittorgarh	Chittorgarh	sawa	thikariya	2.0
68	Chittorgarh	XEN(DD, Chittorgarh)	AEN (O&M, Gangrar)	Ajoliya Ka Khera	2.0
69	Chittorgarh	XEN(DD, Chittorgarh)	AEN(O&M, Sawa)	Udpura	2.0
70	Chittorgarh	XEN(O&M), BEGUN	AEN (O&M, Bassi)	Sadi	2.0
71	Chittorgarh	XEN(DD, Nimbahera)	AEN (O&M, Dungala)	MANGALWAR	2.0
72	Chittorgarh	XEN(DD, Nimbahera)	AEN (REC, Nimbahera)	Nayakheda	2.0
73	Chittorgarh	XEN(O&M), BEGUN	AEN (O&M, Bassi)	Palcha	1.5
74	Chittorgarh	XEN(O&M, Amet)	AEN (O&M, Amet)	Seemal	1.5
75	Chittorgarh	XEN(O&M), BEGUN	AEN (O&M, Begun)	Suwaniya	1.5

76	Chittorgarh	XEN(O&M), BEGUN	AEN (O&M, Begun)	ANOOPPURA	1.5
77	Chittorgarh	XEN(DD, Nimbahera)	AEN (O&M, Badi Sadari)	BADISADRI	1.5
78	Chittorgarh	XEN(DD, Nimbahera)	AEN (O&M, Dungala)	Kanod	1.5
79	Deedwana- Kuchaman	XEN(O&M, Deedwana)	AEN (O&M, Deedwana)	BRANGANA	2.0
80	Deedwana- Kuchaman	XEN(O&M,Kuchaman)	AEN (O&M, Nawa City)	Gogor	2.0
81	Deedwana- Kuchaman	XEN(O&M,Kuchaman)	AEN (REC) Kuchaman	Heerani	2.0
82	Deedwana- Kuchaman	XEN( O&M, Makarana )	AEN(O&M,Gacchipura)	Damboi khurd	2.0
83	Deedwana- Kuchaman	XEN(O&M,Kuchaman)	AEN (REC) Kuchaman	Khariya	2.0
84	Deedwana- Kuchaman	XEN(O&M,Kuchaman)	AEN (O&M, Chitawa)	Hudeel	2.0
85	Deedwana- Kuchaman	XEN (O&M,Ladnu)	AEN(O&M,Nimbijodha)	Shilanwad	2.0
86	Deedwana- Kuchaman	XEN(O&M,Kuchaman)	AEN (O&M, Nawa City)	Minda	1.5
87	Deedwana- Kuchaman	XEN(O&M, Deedwana)	AEN (O&M, Molasar)	Beri Khurd	1.5
88	Deedwana- Kuchaman	XEN (O&M), Parbatsar)	AEN (O&M, Parbatsar)	Barun	1.0
89	Deedwana- Kuchaman	XEN(O&M,Kuchaman)	AEN (O&M, Nawa City)	Nawa city	1.0
90	Deedwana- Kuchaman	XEN( O&M, Makarana )	AEN (O&M, Makarana)	MANGALANA ROAD	1.0
91	Deedwana- Kuchaman	XEN(O&M, Deedwana)	AEN (O&M, Molasar)	Dakipura	1.0
92	Deedwana- Kuchaman	XEN( O&M, Makarana )	Gachhipura	Geda Khurd	0.5
93	Deedwana- Kuchaman	XEN( O&M, Makarana )	Gachhipura	Gachhipura	0.5
94	Deedwana- Kuchaman	XEN( O&M, Makarana )	Parbatsar	Jhalara	0.5
95	Deedwana- Kuchaman	XEN( O&M, Makarana )	Gachhipura	Manana	0.5
96	Deedwana- Kuchaman	XEN( O&M, Makarana )	Gachhipura	Besroli	1.0
97	Deedwana- Kuchaman	Deedwana	Molasar	Dabra	1.5
98	Deedwana- Kuchaman	Makrana	Bagot	Bhakari	1
99	Deedwana- Kuchaman	Deedwana	Molasar	Chugani/ Chugni	1
100	Kekri	XEN (O&M, Kekri)	AEN (ONM, Sarwar)	Sarana	1.5
101	Kekri	KEKRI	SAWAR	MEHRU KALAN	1.0
102	Kekri	KEKRI	SARWAR	SARWAR	1.0
103	Kekri	XEN (O&M, Kekri)	AEN(O&M, Bhinai)	Devliya Kallan	1.0
104	Neem Ka Thana	XEN (O&M ,Neem Ka Thana)	Udaipurwati	Chapoli	1
105	Neem Ka Thana	XEN (O&M ,Neem Ka Thana)	AEN (O&M, Patan)	Patan	2.0
106	Neem ka thana	Neem ka thana	BABAI	Papurana	1.5
107	Neem ka thana	XEN (O&M,Srimadhpor)	AEN (O&M, Srimadhpor)	Hanspur	1.5
108	Neem Ka Thana	XEN (O&M ,Neem Ka Thana)	AEN (O&M, Neem Ka Thana)	Mandi	1.0
109	Neem Ka Thana	Neem Ka Thana	AEN (Rural) Neem Ka Thana	Natha Ki Nangal	1.0
110	Neem Ka Thana	Shrimadhpor	AEN (O&M) Shrimadhpor	Kanchanpur	1.0
111	Neem ka thana	Neem Ka Thana	AEN (O&M) Neem Ka Thana	Bhagega	1.0
112	Neem ka thana	Shrimadhpor	AEN (O&M) Shrimadhpor	Tiwari Ki Dhani	1.0
113	Pratapgarh	XEN(O&M,Pratapgarh)	AEN (REC, Pratapgarh)	SIDDHPURA	2.0
114	Pratapgarh	XEN(O&M,Pratapgarh)	AEN (REC, Pratapgarh)	AMALWADA	2.0
115	Pratapgarh	XEN(DD, Pratapgarh)	AEN (O&M, Pipalkhut)	Lambadabra	2.0
116	Pratapgarh	XEN(DD, Pratapgarh)	AEN(O&M,Dalot)	KOTADI	2.0
117	Pratapgarh	XEN(O&M,Pratapgarh)	AEN (Rural, Choti Sadri)	PILLIKHEDA	2.0

118	Pratapgarh	XEN(O&M,Pratapgarh)	AEN (O&M, Choti Sadari)	CHOTI SADRI	2.0
119	Pratapgarh	XEN(DD, Pratapgarh)	AEN (O&M, Pratapgarh)	ASAWATA	2.0
120	Pratapgarh	XEN(O&M,Pratapgarh)	AEN (REC, Pratapgarh)	NAKOR	2.0
121	Pratapgarh	XEN(O&M,Pratapgarh)	AEN (REC, Pratapgarh)	PANMODI	2.0
122	Pratapgarh	XEN(DD, Pratapgarh)	AEN(O&M,Dalot)	CHAKUNDA	2.0
123	Pratapgarh	XEN(O&M,Pratapgarh)	AEN (Rural, Choti Sadri)	MOHANPURA	2.0
124	Pratapgarh	XEN(DD, Pratapgarh)	AEN (O&M, Pratapgarh)	KUNI	2.0
125	Pratapgarh	XEN(O&M,Pratapgarh)	AEN (O&M, Dhariyawad)	BHOJPUR	2.0
126	Pratapgarh	XEN(O&M,Pratapgarh)	AEN (REC, Pratapgarh)	BARAWARDA	2.0
127	Pratapgarh	XEN(DD, Pratapgarh)	AEN (O&M, Pipalkhut)	kachotiya	2.0
128	Pratapgarh	XEN(DD, Pratapgarh)	AEN (O&M, Pratapgarh)	SIDHERIYA	2.0
129	Pratapgarh	XEN(O&M,Pratapgarh)	AEN (O&M, Dhariyawad)	NAYA BORIYA	2.0
130	Pratapgarh	XEN(O&M,Pratapgarh)	AEN (O&M, Dhariyawad)	DEVLA	2.0
131	Pratapgarh	XEN(O&M,Pratapgarh)	AEN (Rural, Choti Sadri)	GANESHPURA	2.0
132	Pratapgarh	XEN(O&M,Kuchaman)	AEN (REC) Kuchaman)	Rooppura	2.0
133	Pratapgarh	XEN(DD, Pratapgarh)	AEN (O&M, Arnod)	SHAKHATHALI KHURD	2.0
134	Pratapgarh	XEN(DD, Pratapgarh)	AEN (O&M, Arnod)	Goutemeshwar	2.0
135	Pratapgarh	XEN(O&M,Pratapgarh)	AEN (Rural, Choti Sadri)	BASEDA	2.0
136	Pratapgarh	XEN(O&M,Pratapgarh)	AEN (REC, Pratapgarh)	DHAMOTAR	2.0
137	Pratapgarh	XEN(DD, Pratapgarh)	AEN (O&M, Pratapgarh)	KHEROT	2.0
138	Pratapgarh	XEN(DD, Pratapgarh)	AEN (O&M, Pratapgarh)	BASERA	2.0
139	Pratapgarh	XEN(DD, Pratapgarh)	AEN (O&M, Pipalkhut)	Peepalkhunt	2.0
140	Pratapgarh	XEN(O&M,Pratapgarh)	AEN (O&M, Dhariyawad)	JAWAHAR NAGAR	1.5
141	Pratapgarh	XEN(O&M,Pratapgarh)	AEN (REC, Pratapgarh)	Dhikniya	1.5
142	Pratapgarh	XEN(O&M,Pratapgarh)	AEN (O&M, Dhariyawad)	MANDAVI	1.5
143	Pratapgarh	XEN(O&M,Pratapgarh)	AEN (REC, Pratapgarh)	MADHURA TALAB	1.5
144	Pratapgarh	XEN(O&M,Pratapgarh)	AEN (Rural, Choti Sadri)	VSS@[132 kv GSS, RVPN, CHOTISADRI]	1.5
145	Pratapgarh	XEN(O&M,Pratapgarh)	AEN (O&M, Dhariyawad)	BILADIYA	1.0
146	Rajsamand	XEN(O&M, Kankroli)	AEN(O&M,Gilund)	Gilund	2.0
147	Rajsamand	XEN(O&M, Kankroli)	AEN (O&M, Kankroli)	Kunwariya	2.0
148	Rajsamand	XEN(O&M, Amet)	AEN (O&M, Amet)	Sardargarh	2.0
149	Rajsamand	XEN(O&M, Kankroli)	AEN (O&M, Rajnagar)	Kankroli	1.5
150	Rajsamand	XEN(O&M, Kankroli)	AEN(O&M,Gilund)	PANOTIYA	1.5
151	Rajsamand	XEN(O&M, Kankroli)	AEN (O&M, Kankroli)	Bhava	1.5
152	Rajsamand	XEN(O&M, Amet)	AEN (O&M, Deogarh)	Deogarh	1.0
153	Rajsamand	XEN(O&M, Amet)	AEN (O&M, Amet)	Olna ka kheda	1.0
154	Rajsamand	KANKROLI	KANKROLI	PANDOLAI	1.0
155	Rajsamand	KANKROLI	Railmagara	Charana	1.0
156	Rajsamand	KANKROLI	Railmagara	Joonda	1.0
157	Rajsamand	NATHDWARA	NATHDWARA	KOTHARIYA	1.0
158	Rajsamand	XEN(O&M, Nathdwara)	AEN (O&M, Nathdwara)	Pakhand	1.0

159	Rajsamand	XEN(O&M, Amet)	AEN (O&m, Deogarh)	Madariya	1.0
160	Rajsamand	XEN(O&M, Kankroli)	AEN (O&M, Kankroli)	Mohi	1.0
161	Shahpura	XEN(O&M), Shahpura)	AEN(O&M,Phuliya)	FULIYA KALA	2.0
162	Shahpura	SHAHPURA	KOTRI	SOLANKIYO KA KHEDA	1.0
163	Shahpura	SHAHPURA	SHAHPURA	LULAS	1.0
164	Shahpura	SHAHPURA	KOTRI	GHEWARIYA	1.0
165	Shahpura	SHAHPURA	SHAHPURA	DHIKOLA	0.5
166	Sikar	XEN(Rural, Sikar)	AEN (O&M, Losal)	CHHOTI LOSAL	2.0
167	Sikar	XEN(Rural, Sikar)	AEN (O&M, Kudan)	Palthana	2.0
168	Sikar	Ringus	Khandela	Dulhepura	1.5
169	Sikar	Data Ramgarh	Khachariwas	Karad	1.5
170	Sikar	Sikar Rural	Losal	Bidoli	1.5
171	Sikar	XEN(O&M) Dantaramgarh	AEN (O&M) Dantaramgarh	Manda(Surera)	1.0
172	Sikar	XEN(O&M) Dantaramgarh	AEN (O&M) Khachariyawas	Chak	1.0
173	Sikar	XEN(O&M) Reengus	AEN (O&M) Reengus	Bharni	1.0
174	Sikar	XEN(O&M) Fatehpur	AEN (O&M) Rolsabsar	Rolsabsar	1.0
175	Sikar	Sikar Rural	Sikar Rural	Dujod	1
176	Sikar	Sikar Rural	Sikar Rural	Harsh	1
177	Sikar	Sikar Rural	Losal	Jana	1
178	Sikar	Sikar Rural	Kudan	Akwa	1
179	Sikar	XEN(O&M) Fatehpur	AEN (O&M) Ramgarh Shekhawati	Rookansar	0.5
180	Udaipur	BHINDER	BHATEWAR	BHOPAKHEDA	1.0
181	Udaipur	Rural- I	(O&M,Debari)	Salera Kala	1.0