

REQUEST FOR SELECTION (RfS)

OF

Solar Power Generator (SPG)

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 33 kV OR, 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 C (FEEDER LEVEL SOLARIZATION)**

IN



JODHPUR VIDYUT VITRAN NIGAM LTD.

Corporate Identity Number (CIN) –U40109RJ2000SGC016483

OFFICE OF THE IN-CHARGE (RE-DSM CELL)

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NIT NO. JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/ KUSUM-C /TN-DSM-82,Dated
15.12.2024

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

This RfS document is non-transferable and is neither an agreement nor an offer by JDVVNL 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.

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

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

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

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JDVVNL 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 JDVVNL or any other costs incurred in connection with or relating to its bid.

LIST OF ABBREVIATIONS

1.	+	Plus (Addition)
2.	AC	Alternating Current
3.	Ag.	Agriculture
4.	BOQ	Bill of Quantity
5.	BOS	Balance-of-System
6.	CEA	Central Electricity Authority
7.	CEIG	Chief Electrical Inspector of Rajasthan
8.	CERC	Central Electricity Regulatory Commission
9.	COD	Commercial Operation Date
10.	DC	Direct Current
11.	DCR certificate	Domestic Content Requirement certificate
12.	DTR	Distribution Transformer
13.	DWC	Double Walled corrugated
14.	FF	Fill Factor
15.	HP	Horse-Power
16.	IEC	International Electrotechnical Commission
17.	IEEE	Institute of Electrical and Electronics Engineers
18.	IoT	Internet of Things
19.	IS	Indian Standard
20.	IST	Indian Standard Time
21.	kV	Kilo Volt
22.	kW	Kilo Watts
23.	kWp	Kilo Watt peak
24.	LoI	Letter of Intent
25.	LT	Low Tension
26.	MCB	Miniature Circuit Breaker
27.	MDAS	Meter Data Acquisition System
28.	MIS	Management Information System
29.	MNRE	Ministry of New & Renewable Energy, Government of India
30.	MWp	Mega Watt Peak
31.	NIT	Notice Inviting RfS
32.	OEM	Original Equipment Manufacturer
33.	PCU	Power Conditioning Unit
34.	PID	Potential-induced degradation
35.	POC	Proof of Concept
36.	PBG	Performance Bank Guarantee
37.	PV	Photovoltaic
38.	PVC	Poly vinyl chloride
39.	RCCB	Residual Current Circuit Breaker
40.	RDBMS	Relational Data Base Management System
41.	REC Ltd.	Rural Electrification Corporation, Govt. of India
42.	RERC	Rajasthan Electricity Regulatory Commission
43.	RESCO	Renewable Energy Service Company

44.	RMS	Remote Monitoring System
45.	RTC	Real Time Clock
46.	RTPP Act 2012	Rajasthan Transparency in Public Procurement Act 2012 including any amendments issued thereto;
47.	RTPP Rules 2013	Rajasthan Transparency in Public Procurement Rules 2013 including any amendments issued thereto;
48.	RTPP (Amendment) Rules 2020	Rajasthan Transparency in Public Procurement (Amendment) Rules, 2020
49.	SCADA	Supervisory Control and Data Acquisition
50.	SECI	Solar Energy Corporation of India
51.	SMB	Sub Miniature version Board
52.	SNA	State Nodal Agency for Renewable Energy
53.	SPG	Solar Power Generator
54.	SPV	Solar Photo Voltaic
55.	STC	Standard Testing Condition (“STC” shall mean Standard Testing Condition for solar cells and PV modules with air mass AM1.5, irradiance 1000W/ m ² , and cell temperature of 25°C)
56.	TPI	Third-party inspection
57.	TPIA	Third-Party Inspection Agency’ appointed by Discom and / or MNRE as may be applicable
58.	UAT	User Acceptance Test
59.	-ve	Negative
60.	W	Watt
61.	WO	Work Order
62.	Wp	Watt peak

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SECTION - A: INTRODUCTION

A.1. Background

1.1.1. Jodhpur Vidyut Vitran Nigam Limited (JDVVNL) 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) 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.
- d) Jaipur Vidyut Vitran Nigam Limited (JVVNL) to manage the electricity distribution and retail supply business of erstwhile RSEB in Alwar, Kotputli, Bhiwadi, Baran, JPDC – North, JPDC – South, Dudu, Jhalawar, Gangapur City, Tonk, Kota, SWM, Karauli, Bundi, Bharatpur, Dausa, Deeg, JCC – North, JCC – South and Dholpur Circles.
- e) Jodhpur Vidyut Vitran Nigam Limited (JdVVNL) to manage the electricity distribution and retail supply business of erstwhile RSEB in Anoopagarh, Sriganganagar, Hanumangarh, Churu, Bikaner District, Bikaner City, Jaisalmer, Jalore, Sanchore, Balotra, Barmer, Jodhpur City, Jodhpur District, Phalodi, Sirohi and Pali Circles.

1.1.2. 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.

1.1.3. Subsequently on **04 December 2020**, MNRE introduced and issued guidelines for implementation of **feeder level solarization under Component-C** of PM-KUSUM Scheme. Under the scheme, agriculture feeders already segregated or, feeders having major load for agriculture may be solarized using installation of grid connected solar power plant to cater the annual power requirement of feeder(s). This will lead to lower cost both in terms of lower capital cost and cost of power.

- 1.1.4.** As per MNRE guidelines for feeder level solarization, the requirement of total annual power for an agriculture feeder(s) is to be assessed and a solar power plant of capacity that can cater to the requirement of annual power for that agriculture feeder(s) can be installed either through CAPEX mode or RESCO mode, which will supply solar power to that feeder(s).
- 1.1.5.** As per MNRE guidelines for feeder level solarization, for installation of feeder level solar power plants through RESCO model, the SPGs will be selected on the basis of lowest tariff offered for supply of required solar power for a period of 25 years (unless extended by both the parties on mutual agreement). The developer will get CFA @ 30% of the estimated cost of installation of solar power plant i.e. Rs. 1.05 Cr./MW (30% of Rs. 3.5 Cr./MW). Also, solarization of pumps of any pump capacity is allowed, however in case of pumps of capacity above 7.5 HP, the CFA shall be limited to solar capacity for 7.5 HP pumps.
- 1.1.6.** As per MNRE guidelines dated 11.05.2022, under RESCO mode of operation, developer shall be not allowed to sell solar power to any other buyer except the concerned DISCOM during the entire tenure of this PPA, including penal provision calling for refund of proportionate CFA granted to the project by MNRE on violation of this condition. In case of any liquidation of assets of the solar power plant prior to completion of PPA period, the first charge shall be towards recovery of proportionate CFA granted to the project by MNRE.
- 1.1.7.** On **17.01.2024**, MNRE issued comprehensive guidelines for implementation of PM-KUSUM Scheme with the following revised national targets:
- **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.
 - **Component-B:** Installation of 14 Lakh Stand-alone Solar Ag. Pumps.
 - **Component-C: Solarisation of 35 Lakh Grid Connected Ag. Pumps including Feeder Level Solarization.**
- 1.1.8.** On 01.08.2022, MNRE vide OM No. 32/645/2017-SPV Division extended implementation of PM-KUSUM Scheme till 31st March 2026.
- 1.1.9.** On **03.10.2024**, MNRE vide OM No. 32/54/2018-SPV Division Part (1) issued sanction of additional allocation and cancellation of existing quantities under PM-KUSUM Scheme. Additionally, mentioned that ***'the project commissioning timeline for the said fresh allocation shall be till 31.12.2025 as the sunset of the scheme is till 31 March 2026'***.

A.2. Saur Krishi Ajivika Yojna (SKAY)

- 2.1.1.** The solar PV plants envisaged under KUSUM Component C (feeder level solarization) are ground mounted, wherein cost of land is the second most significant component (after solar PV panels cost) in the total project cost.

- 2.1.2.** Also based on pilot project experience by JDVVNL, land identification and procurement is most critical for successful installation of solar PV power plants.
- 2.1.3.** To address this challenge, on 17.10.2022 Rajasthan Discoms launched 'Saur Krishi Ajivika Yojna (SKAY)' under PM-KUSUM Component C – feeder level solarization wherein a dedicated portal (<https://skayrajasthan.org.in>) has been developed.
- 2.1.4.** The objective of SKAY is to utilize state's abundant land resources by giving farmers / land owners an opportunity to lease out their barren / unutilized land on pre-fixed lease basis (Government of Rajasthan approved) for setting up of Solar PV power plant.
- 2.1.5.** The portal facilitates a platform for registration of land by interested farmers / land owners and Solar Power Plant Developers to collaborate for setting up solar power plants in the vicinity of identified 33/11 kV GSS of DISCOMs under PM-KUSUM Component C (Feeder level solarization).
- 2.1.6.** As per the scheme modalities, all applications of land registration are to be verified by concerned office of JDVVNL through actual joint site visit (with applicant) to the land parcel along with submitted documentary proofs and subsequently Joint Survey Report (JSR) with broad Single Line Diagram (SLD) for plant connectivity to GSS are to be uploaded on the portal.
- 2.1.7.** JDVVNL has already identified 2973 nos. plants with total SPV capacity of **7940** MW and the plant wise list has been made available on the SKAY portal for land owners / farmers as well as for developers.
- 2.1.8.** Against the above mentioned 7940 MW, JDVVNL had already floated tender for around 5813 MW SPV capacity. Therefore, JDVVNL through this RfS document intends to select the RESCO developer(s) for additional SPV capacities under TN-DSM-82 (*list enclosed separately*). Further, balance SPV capacities shall also included where farmers / land owners are under the process of registration or already registered in subsequent tenders (as applicable).
- 2.1.9.** As highlighted above, there is huge potential for:
- a) **Farmers / land owners** to register their available land in the vicinity of listed SPV plant locations available on the SKAY portal so that potential RESCO developers can connect and collaborate for setting up solar PV plants under PM-KUSUM Component C – feeder level solarization and earn additional income in the form of pre-determined lease rent.
 - b) **RESCO developers**, which are not having their own land, to register and connect with the registered farmers / land owners for arranging the land required for setting up of solar PV power plants under PM-KUSUM Component C – feeder level solarization.
- 2.1.10.** Single farmer / land owner can offer their land to multiple developers for the purpose of submission of bid under this RfS, however, the tri-partite land lease agreement shall be executed with the successful developer only.

A.3. Objective

- 3.1.1.** JDVVNL intends to select competent, experienced and eligible bidder, hereafter to be referred as “Solar Power Generator” or, SPG, 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 33 kV OR, 11 kV line to connect the plant with various 33/11 kV sub-stations and RMS of solar power plants for solarization of agriculture consumers connected on 11 kV feeders of various GSS in JDVVNL under KUSUM Scheme – Component C (Feeder Level Solarization).

A.4. Mode of execution of project

- 4.1.1.** Solar power plants along with its associated 33 kV or 11 kV line to connect the plant with concerned substation and RMS of solar power plant, are to be installed in RESCO mode. Detailed scope of work mentioned in **Clause D.1.**
- 4.1.2.** The basis of evaluation of the bids shall be the levelized tariff for 25 years in Rs. Per kWh quoted in the Price Schedule (after negotiation and final decision of JDVVNL). To further clarify, all the costs including applicable taxes (incl. GST), duties, etc. pertaining to design, survey, supply, installation, testing, commissioning, operation & maintenance of grid connected solar power plant, its associated 33 kV or, 11 kV line to connect the plant with concerned substation and RMS of solar power plant, shall be inclusive in the Price Bid quoted by Bidders for the purpose of comparison and evaluation. Bidders are required to quote the tariff on firm basis and no price variation on any account shall be considered.

SECTION - B: KEY DEFINITIONS

- (1) **"Act" or "EA 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments, and substitution from time to time.
- (2) **"Affiliate"** shall mean a Bidder or a Bidding Entity that, directly or indirectly, controls, or is controlled by, or is under the common control with such Company. The expression "control" shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors.
- (3) **"Appropriate Commission"** shall mean as defined in the PPA or, RERC.
- (4) **"Authorized Officer"** shall mean Officer Designated by Discom for specific task.
- (5) **"Bid"** shall mean the "Proposal" / "Quotation" submitted by eligible bidders for the work envisaged under this RfS.
- (6) **"Bidder" or "Bidding Entity"** shall mean individual / individual farmers / group of farmers / solar power developers / cooperatives / panchayats / Farmer Producer Organisations or Bidding Company or a Limited Liability Company (LLC) or a Joint Venture or a Proprietary Concern or an Individual or a registered Partnership Firm or, a Co-operative Society submitting the Bid. Any reference to the Bidder includes an entity including its successors, executors and permitted assigns severally, as the context may require.
- (7) **"Bidding Portal"** shall mean www.eproc.rajasthan.gov.in;
- (8) **"Capacity Utilisation Factor (CUF)"** shall have the same meaning as provided in CERC (Terms & Conditions for tariff determination from renewable energy sources) Regulations, 2009 as amended from time to time. However, for avoidance of any doubt, it is clarified that the CUF in a Year shall 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., $CUF = \frac{\text{Cumulative Project output in kWh}}{(\text{installed Project capacity in kWp} \times 24 \times 365)}$).
- (9) **"CEIG"** shall mean Chief Electrical Inspector to Government.
- (10) **"Chartered Accountant"** for bidders or its Parent, Affiliate or Ultimate Parent or any Group Company incorporated in India, "Chartered Accountant" shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949; For bidders or its Parent, Affiliate or Ultimate Parent or any Group Company incorporated in countries other than India, "Chartered Accountant" shall mean a person or a firm practicing in the respective country and designated / registered under the corresponding Statutes / laws of the respective country.
- (11) **"Company"** shall mean a body incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;
- (12) **"Commissioning"** with respect to the Project / Unit as certified by JDVVNL shall mean when all equipment as per rated capacity has been installed and energy has flown into the grid.

- (13) **"Commercial Operation Date" (COD)** with respect to the Project / Unit shall mean the date on which the Project / Unit is commissioned (certified by JDVVNL) and available for commercial operation and such date as specified in a written notice given at least 30 days in advance by the SPG to JDVVNL."
- (14) **"Conflict of Interest"** shall mean a Bidder may be considered to be in a conflict of interest with one or more Bidders in the same bidding process if they have a relationship with each other.
- (15) **"Contracted Capacity"** shall mean the capacity contracted with DISCOM for supply by the SPG at the Delivery Point from the Solar Power Project.
- (16) **"Contract Year"** shall mean, with respect to the initial Contract Year, the period beginning on the Commercial Operation Date and ending at 12.00 midnight on 31st March of that Fiscal Year. Each successive Contract Year shall coincide with the succeeding Fiscal Year, i.e., a period of twelve months commencing on April 1 and ending on following March 31, except that the final Contract Year shall end on the date of expiry of the Term or on Termination of this Agreement whichever is earlier.
- (17) **"Control"** shall mean holding not less than 51% of voting rights or of paid-up share capital.
- (18) **"Controlling shareholding"** shall mean not less than 51% of the voting rights or paid-up share capital in the Company / Consortium.
- (19) **"Co-Operative Society"** shall mean a body registered in India under the Co-operative Societies Act, 1912.
- (20) **"Day"** shall mean calendar day.
- (21) **"Delivered Energy"** means the kilowatt hours of energy actually fed and measured by the energy meters at the Delivery Point and as certified by JDVVNL.
- (22) **"Delivery Point"** shall mean the point(s) of connection(s) at which energy is delivered into the Grid System i.e., the Interconnection Point.
- (23) **"Effective Date"** shall mean the date of issuance of work order.
- (24) **"Electrical Inspectorate"** shall mean Electrical Inspectorate Department Rajasthan.
- (25) **"Engineer In-charge"** shall mean concerned XEN (RDSS) of DISCOM.
- (26) **"EQUITY"** shall mean Net Worth as defined in Companies Act, 2013.
- (27) **"eproc"** shall mean electronic procurement system of Rajasthan.
- (28) **"Financial Closure" or "Project Financing Arrangements"** shall mean the agreements pursuant to which the SPG has sought financing 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 JDVVNL.
- (29) **"Financing Documents"** mean the agreements and documents (including asset leasing arrangements) entered/to be entered into between the bidder and the Financing Parties relating to the financing of the Project.

- (30) **“Financing Parties”** means Parties financing the Project, pursuant to Financing Documents.
- (31) **“Group Business Entity”** shall mean a Business Entity, which directly or indirectly holds not less than 26% of voting securities in the Bidder; or A Business Entity in which the Bidder directly or indirectly holds not less than 26% of voting securities.
- (32) **“Guidelines”** shall mean the “Guidelines for Implementation of Feeder Level Solarisation under Component-C of PM-KUSUM Scheme” issued by the Ministry of New and Renewable Energy vide OM 32/645/2017 – SPV dated 04/12/2020 and Comprehensive Guidelines vide MNRE OM No. 32/645/2017-SPV Division dated 17/01/2024 and any clarifications / amendments thereof.
- (33) **“Interconnection Point”** shall mean the point(s) of connection(s) at which the project is connected to the grid i.e., it shall be at 33 kV or 11 kV (as the case may be) bus bar level of concerned 33/11 kV substation.
- (34) **“JDVVNL” / “Jodhpur Discom”** shall mean Jodhpur Vidyut Vitran Nigam Limited.
- (35) **“Letter of Award” or “LOA”** shall mean the work order issued by JDVVNL to the Selected Bidder for award of contract.
- (36) **“LLC”** shall mean Limited Liability Company.
- (37) **“Metering Point”** shall be at 33 kV or 11 kV level (as the case may be) of concerned 33/11kV substation.
- (38) **“Month”** shall mean calendar month.
- (39) **“Nodal Officer”** shall mean In-Charge (RE-DSM-Cell), JDVVNL, Jodhpur.
- (40) **“Net-Worth”** means the Net-Worth as defined in Section 2 of the Companies Act 2013.
- (41) **“NIT” / “RfS document” / “RfS” / “Notice Inviting Tender”** shall refer to this “Request for Selection of Solar Power Generator (SPG) 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 33 kV OR, 11 kV line to connect the plant with various 33/11 kV sub-stations and RMS of solar power plants for solarization of agriculture consumers connected on 11 kV feeders of various GSS in JDVVNL under KUSUM Scheme – Component C (Feeder Level Solarization).
- (42) **“Paid-up share capital”** means the paid-up share capital as defined in Section 2 of the Companies Act, 2013.
- (43) **“Payment Officer”** shall mean Superintending Engineer (Billing), RUVITL, Jaipur.
- (44) **“Performance Bank Guarantee”** shall mean the irrevocable unconditional bank guarantee to be submitted by the successful bidder as per the RfS.
- (45) **“PPA”** shall mean the Power Purchase Agreement signed between the SPG and RUVITL (on behalf of JDVVNL) according to the terms and conditions of the standard PPA enclosed with this RfS, to purchase energy generated at the RERC approved levelized tariff by procurer.
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- (46) **“Procurer”** shall mean Rajasthan Urja Vikas and IT Services Limited (RUVITL) on behalf of Discoms.
- (47) **“Rajasthan Discoms”** shall mean all 03 Discoms in Rajasthan namely: JDVVNL, AVVNL & JdVVNL.
- (48) **“Power Project” or “Solar Project” or “Project”** shall mean the solar power generation facility at single location, having single point of injection into the grid at Interconnection / Delivery / Metering Point and having a control system and metering. The Project shall include all units and auxiliaries such as water supply, treatment or storage facilities, dedicated 33 kV / 11 kV 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 to JDVVNL.
- (49) **“Project Site”** means any and all parcels of real property, rights-of-way, easements, and access roads, upon which the Project and its related infrastructure will be located.
- (50) **“Project Capacity”** means the AC capacity of the project at the generating terminal(s) and to be contracted with RUVITL (on behalf of JDVVNL) for supply from the Solar Power Project.
- (51) **“Project Commissioning”** shall mean the Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the RfS / PPA.
- (52) **“Project Developer” or “Developer” or “Solar Power Generator (SPG)”** shall mean the successful Bidder whose Bid to perform the Contract as per this RfS has been accepted by JDVVNL, Work order is issued by JDVVNL and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.
- (53) **“RESCO”** 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.
- (54) **“Selected Bidder” or “Successful Bidder”** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of standard PPA.
- (55) **“SLDC”** means the State Load Dispatch Center as notified by the State Government.
- (56) **“Solar PV Project”** means the solar Photo Voltaic Power project that uses sunlight for direct conversion into electricity through Photo Voltaic technology.
- (57) **“Week”** shall mean calendar week.
- (58) **“Voltage of Delivery”** means the voltage at which the Electricity generated by the Project is required to be delivered at 33/11 kV substation of JDVVNL.

SECTION - C: KEY BID DATA

1.	NIT No.	JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82
2.	NIT Issue Date	15.12.2024
3.	Bidding portal	www.eproc.rajasthan.gov.in
4.	Bidding procedure	Single Stage Two Part Bidding
5.	Programme & detail of work / "Project"	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 33 kV OR, 11 kV line to connect the plant with various 33/11 kV sub-stations and RMS of solar power plants for solarization of agriculture consumers connected on 11 kV feeders of various GSS in JDVVNL under KUSUM Scheme – Component C (Feeder Level Solarization).
6.	Plant technology	The Project shall provide for deployment of Solar PV Technology using Crystalline Silicon or Thin Film or CPV, with or without Trackers. Only commercially established and operational technologies can be used, to minimize the technology risk and to achieve the timely commissioning of the Project.
7.	Delivery point	Concerned 33/11 kV substation of DISCOM as mentioned in list placed at clause no. 1.1.12 of SECTION - C: of this RfS.
8.	11 kV feeders to be solarized	As per list placed at clause no. 1.1.12 of SECTION - C: of this RfS.
9.	Guaranteed CUF / min CUF	19% (fixed i.e. no deration permitted) 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)) The annual CUF will be calculated every year from 1 st April of the year (CoD for first year) to 31 st March next year and shall be subjected to Min. Generation Guarantee clause J.3.
10.	Eligible CFA by MNRE	As per MNRE Order vide OM No. 32/54/2018-SPV Division – Part (2) Dated 05.04.2024
11.	Mode of bid submission	Technical & financial bids complete in all respect in line with this RfS is to be submitted online at the eproc bidding portal only. No hardcopy is to be submitted except for documents which are to be submitted on non-judicial stamp paper in

		original as per this RfS e.g. a) Non blacklisting / non debarment undertaking b) Individual power of attorney c) Joint venture agreement d) Joint power of attorney e) Any other undertaking required on non-judicial stamp paper as per this RfS document
12.	Selection criteria	SPV plant wise Lowest (L1) quoted levelized tariff after successful negotiation and as decided by JDVVNL / Committee Members for 25 years (unless extended by both the parties on mutual agreement).
13.	Bid Security / EMD	Rs. 1 lakh per MW (Detailed SPV plant wise Bid Security Amount / EMD attached in Annexure-I) To be deposited in Physical / Hard Form at the office of Incharge (RE-DSM) Cell , New Power House , JDVVNL Jodhpur by way of DD / Banker's Cheque in favour of Jodhpur Vidyut Vitran Nigam Limited payable at Jodhpur OR Bank Guarantee ("BG") in favour of The Incharge (RE-DSM CELL), JDVVNL ,Jodhpur 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 uploaded on Bidding Portal along with technical bid. <i>(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)</i>
14.	Date of downloading	21.12.2024 from 9:00 AM Onwards
15.	Bid Submission Start	27.12.2024 from 10:00 AM Onwards
16.	Last Date of online submission of Bid (Technical & Financial)	16.01.2025 upto 5:00 PM (Submission of Physical/ Hard Copy & DD/Banker Cheque & Bank Guarantee: 17.01.2025 upto 5:00 PM)
17.	Date of Opening of online Technical bid	20.01.2025 from 3:00 PM Onwards
18.	Date of opening of Financial bid	Shall be intimated to eligible & qualified bidders after evaluation of Technical bid.
19.	Estimated Project Cost	Rs. 3.5 Cr. per MWp for the bidded SPV capacity by the bidder.
20.	Cost of Tender Document (Non-refundable)	Rs. 11,800 inclusive of GST @18% Cost of tender document should be in favour of " Jodhpur Vidyut Vitran Nigam Limited " payable at Jodhpur and shall be

		deposited to the office of Incharge (RE-DSM) Cell , New Power House , JDVVNL Jodhpur
21.	RISL E-procurement processing Fees (<i>Non-refundable</i>)	Rs 2,950 inclusive of GST @18% Cost of e-procurement processing fees should be in favour of Managing Director RISL , payable at Jaipur .
22.	Bid Validity	90 days from the date of opening of online Technical bid.
23.	Performance Bank Guarantee (PBG)	Rs. 5 Lakhs per MW for the bidded SPV Capacity by the bidder. (To be submitted by selected bidder only). PBG to be in favour of The Incharge (RE-DSM CELL), JDVVNL ,Jodhpur and to be submitted at the office of Incharge (RE-DSM) Cell , New Power House, JDVVNL Jodhpur within 01 month of date of issuance of Work order. 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 (LoA) . It shall be responsibility of selected bidder "OR" Special Purpose Vehicle (SPV) to get the PBG extended, if required, such that it is valid till 02 months after date of commissioning of project.
24.	Power Purchase Agreement (PPA)	PPA for a period of 25 years (unless extended by both the parties on mutual agreement), at the levelized tariff approved by RERC is to be executed between selected bidder and Procurer (i.e. RUVITL) within 02 months from the date of issuance of LoA .
25.	Date of Project commissioning	Within 09 months from date of issuance of Letter of Award (LoA) (in view of project commissioning timeline before Dec'25 and Scheme sunset by March 2026) and thereafter 25 years (unless extended by both the parties on mutual agreement) of O&M.

Remarks: Bids are to be submitted online in electronic format on [Bidding](#) Portal with scanned copies of all required documents. Documents regarding Bid Security Proof, Cost of Tender Document and RISL E-procurement processing Fees to be submitted in physical form as detailed in subsequent clauses. **No hard copy of technical & financial bid, except above** along with any other undertaking required on non-judicial stamp paper as per this RfS document, **is to be submitted**.

Note:

- (i) The all demand draft & bank guarantee pertaining to this tender must be deposited in hard copy in the office of Incharge (RE-DSM) Cell , New Power House , JDVVNL Jodhpur 342003 up to next day from the scheduled date & time of online bid submission

- 1.1.1. Bidders who wish to participate in this tender, 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**
- 1.1.2.** Bidders are also advised to refer “Bidders Manual” available under “Downloads” section on Bidding Portal for further details about the e-tendering process.
- 1.1.3.** The bidders are requested to submit their bids prior to scheduled date & time to avoid event of non-submission of their bids due to non-availability / connectivity or any other issue of Bidding portal, at last moment or any reason whatsoever. The last date of submission of bids will not be extended in such circumstances.
- 1.1.4.** It is mandatory for all the participating bidders to submit the following in original (**Envelope 1**) at the office of Incharge (RE-DSM) Cell , New Power House , JDVNL by next day from the scheduled date & time of online bid submission and upload the scanned copy on the eproc bidding portal along with technical bid:
- a. DD / Banker's Cheque only of prescribed cost of Tender document as mentioned in **Section C: Point No. 20** in favour of Jodhpur Vidyut Vitran Nigam Limited payable at Jodhpur;
 - b. DD / Banker's Cheque only of prescribed processing fee of RISL as mentioned in **Section C: Point No. 21** in favour of Managing Director RISL, payable at Jaipur; and
 - c. Bid security of prescribed value as mentioned in **Section C: Point No. 13** by way of DD / Banker's Cheque in favour of **Jodhpur Vidyut Vitran Nigam Limited** payable at **Jodhpur;**
OR
Bank Guarantee ("BG") in favour of **The Incharge (RE-DSM CELL), JDVNL, Jodhpur** from any scheduled commercial bank in India, **valid for a period of 06 (six) months with a grace period of 30 days.**
- i. Government undertakings PSUs are exempted from submission of Bid Security on producing certificate issued by competent authority. As per RTPP Act 2013, Rule 42 (2) in case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be **Rs. 1 Lakh per MW** or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of small-scale industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than small scale industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the Estimated cost of the lot(s). Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted participating in the

procurement process shall be required to furnish the bid security as specified in the tender document.

- ii. Bid security shall remain valid for a period of thirty (30) days beyond the original validity period (180 days), and further beyond any extension subsequently requested. In case of submission of the Bid Security in form of Bank Guarantee (BG), bid security shall be submitted in standard format as per [Format K.1](#)

Both hard copy submission and online submission of scanned copy of the above documents is essential otherwise the bid (Technical Bid & Financial Bid) in electronic form will not be opened for that bidder.

- 1.1.5.** Cutting / overwriting if any in the figures of the tendered documents is required to be clarified / indicated in words, duly signed, failing which the tender may be rejected.
- 1.1.6.** Bidders shall not quote any deviation of any kind in the bid. Such deviations shall not prevail.
- 1.1.7.** The bidders shall provide complete information at the time of submission of bid. If the bidders are asked to furnish some more clarification / confirmation / document, they shall be required to furnish the same within specified time, failing which the case shall be finalized / decided on the basis of available information / documents. The responsibility of ignorance of their bid on account of delay in furnishing of desired information / documents shall be of the bidder. However, if there are any shortcomings in the submission of the information which may not materially affects the qualification criterion, then JDVVNL shall have the power to consider the facts on the merit of the case and decide the bid evaluation accordingly.
- 1.1.8.** All the required information shall be furnished strictly in the prescribed Formats only. Any information indicated other than the prescribed Formats shall not be entertained. The bid shall be evaluated on the basis of information furnished in the prescribed Formats only.
- 1.1.9.** Clarifications regarding this RfS document for any type of typographical Errors or misunderstanding of document, the version / final decision of JDVVNL shall be final.
- 1.1.10.** JDVVNL reserves the right to cancel / withdraw or alter the RfS without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.
- 1.1.11. Correspondence for enquiries and clarifications:** All correspondence in respect of this RfS and submission of the bid shall be addressed to:

OFFICE OF THE IN-CHARGE (RE-DSM CELL)
New Power House Premises, Jodhpur – 342003
Email: xenredsmjdvvn@gmail.com / sedsmju@gmail.com

1.1.12. Proposed list of Solar Power Projects:

Sr. No.	Plant ID	Zone	Circle	Division	Sub-Division	SS_Code	Sub-Station_NAME	Plant Name	No. of Feeder	SPV Capacity (MW)	Approx Eligible CFA (Rs. Crs.)
1	TN-82-1	Barmer	Balotra	XEN (O&M, Balotra)	AEN (RURAL, BALOTRA)	1053184	JASOL	Plant No-1(Variya)	5	2	0.165
2	TN-82-2	Barmer	Balotra	XEN (O&M, Siwana)	AEN (O&M, PADRU)	2759133	KALLAN	Plant No-1(MAMA JI KA THAN II)	4	2.5	1.050
3	TN-82-3	Barmer	Balotra	XEN (O&M, Siwana)	AEN (O&M, PADRU)	1053227	RELO KI DHANI	Plant No-1(Pariharo ki dhani)	3	2.5	1.469
4	TN-82-4	Barmer	Balotra	XEN (O&M, Siwana)	AEN (O&M, PADRU)	1053224	VAV NAGAR	Plant No-1(Dabali)	4	2.5	1.606
5	TN-82-5	Barmer	Barmer	XEN(O&M, Barmer)	AEN (O&M) Gadra Road	1053254	HARSANI	Plant No-1(FOGERA(HARSANI))	7	2	0.508
6	TN-82-6	Barmer	Barmer	XEN(O&M,Gudamalani)	AEN (O&M) Fagaliya	1053339	GANGASARA	Plant No-1(BANDHANIYA)	3	2	1.936
7	TN-82-7	Barmer	Barmer	XEN(O&M,Gudamalani)	AEN (O&M) Fagaliya	1053339	GANGASARA	Plant no-2(SAGARWAS)	4	2	1.352
8	TN-82-8	Barmer	Barmer	XEN(O&M,Gudamalani)	AEN (O&M, Mehlu)	2759967	MITHIBERI	Plant No-1(BSKD Mithi Beri)	4	2	1.620
9	TN-82-9	Barmer	Barmer	XEN(O&M,Gudamalani)	AEN (O&M, Mehlu)	1053335	Sobhala Jetmal	Plant No-1(Mahiyon Ki Dhani)	3	2	1.524
10	TN-82-10	Barmer	Barmer	XEN(O&M,Gudamalani)	AEN (O&M, Mehlu)	1053335	Sobhala Jetmal	Plant no-2(Sobhala Ag-I)	3	2.5	1.634
11	TN-82-11	Barmer	Jaisalmer	XEN(O&M, Jaisalmer)	AEN (O&M) MOHANGARH	1134051	1365 RD	Plant No-1(1365 HEAD)	3	2	0.034
12	TN-82-12	Barmer	Jaisalmer	XEN(O&M, Jaisalmer)	AEN (O&M) MOHANGARH	1043450	KHIYA	Plant No-1(KABIR BASTI)	7	2	0.158
13	TN-82-13	Barmer	Jaisalmer	XEN(O&M, Jaisalmer)	AEN(o&m, Chandan)	1043458	DHAYASAR	Plant No-1(DHAWARA)	4	2.5	0.707
14	TN-82-14	Barmer	Jaisalmer	XEN(O&M, Jaisalmer)	AEN(o&m, Chandan)	1043458	DHAYASAR	Plant no-2(MURLI BAGH-DHAYASAR)	3	2.5	0.796
15	TN-82-15	Barmer	Jaisalmer	XEN(O&M, Jaisalmer)	AEN(o&m, Chandan)	1043458	DHAYASAR	Plant no-3(MULANA SECOND)	3	3	0.693
16	TN-82-16	Barmer	Jaisalmer	XEN(O&M, Jaisalmer)	AEN(Rural,Jaisalmer)	1043449	BARAMSAR FANTA	Plant No-1(BARAMSAR AG.)	7	2	0.261
17	TN-82-17	Barmer	Jaisalmer	XEN(O&M,	AEN(Rural,Jaisalmer	1043442	POHARA	Plant No-1(BARAMSAR)	4	2	0.185

NIT No.: JdVVNL/Incharge(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82

RfS Document for Solarization of Agriculture Consumers in Jodhpur Discom under TN-DSM-82

Sr. No.	Plant ID	Zone	Circle	Division	Sub-Division	SS_Code	Sub-Station_NAME	Plant Name	No. of Feeder	SPV Capacity (MW)	Approx Eligible CFA (Rs. Crs.)
				Jaisalmer))						
18	TN-82-18	Barmer	Jaisalmer	XEN(O&M, Jaisalmer)	AEN(Urban, Jaisalmer)	1043432	Dedansar	Plant No-1(RAM NAGAR FEEDER)	2	2	0.007
19	TN-82-19	Barmer	Jaisalmer	XEN(O&M, Jaisalmer)	AEN(Urban, Jaisalmer)	1043432	Dedansar	Plant no-2(AMAR SAGAR)	5	2	0.178
20	TN-82-20	Barmer	Jaisalmer	XEN(O&M, Jaisalmer)	AEN(Urban, Jaisalmer)	1043435	Kahla Fanta	Plant No-1(KULDHARA)	7	2	0.378
21	TN-82-21	Barmer	Jaisalmer	XEN(O&M, Jaisalmer)	AEN(Urban, Jaisalmer)	1339287	KISHAN GHAT NEW RIICO	Plant No-1(JETHWAI KISHANGHAT FEEDER)	6	2	0.124
22	TN-82-22	Barmer	Jaisalmer	XEN(O&M, Pokran)	AEN (O&M) BHANIYANA	1043495	BARAT K GAON	Plant No-1(BARATH KAGAON)	4	2	0.014
23	TN-82-23	Barmer	Jaisalmer	XEN(O&M, Pokran)	AEN (O&M) BHANIYANA	1043486	BHANIYANA	Plant No-1(MADAWA)	10	2	0.082
24	TN-82-24	Barmer	Jaisalmer	XEN(O&M, Pokran)	AEN (O&M) BHANIYANA	1043488	FALSHOOD	Plant No-1(KAJOI)	7	2	0.151
25	TN-82-25	Barmer	Jaisalmer	XEN(O&M, Pokran)	AEN(O&M, Nachna)	1144934	GHANTIYALI	Plant No-1(GHANTYALI VILLAGE)	1	2	0.014
26	TN-82-26	Barmer	Jaisalmer	XEN(O&M, Pokran)	AEN(O&M, Nachna)	1043504	SADA	Plant No-1(SADA)	1	2	0.597
27	TN-82-27	Barmer	Jaisalmer	XEN(O&M, Pokran)	AEN(O&M, Pokran.)	2425673	KHINWJBAS POKARAN	Plant No-1(BARLIMANDA)	6	2	0.309
28	TN-82-28	Barmer	Jaisalmer	XEN(O&M, Pokran)	AEN(O&M, Pokran.)	1043481	NANANIYA	Plant No-1(KELAWA AG.)	5	2	0.364
29	TN-82-29	Barmer	Jaisalmer	XEN(O&M, Pokran)	AEN(O&M, Pokran.)	1043482	RAMDEVRA	Plant No-1(LOHARKI)	2	2	0.027
30	TN-82-30	Barmer	Jaisalmer	XEN(O&M, Pokran)	AEN(O&M, Pokran.)	1043482	RAMDEVRA	Plant no-3(DUDHIYA)	2	2	0.412
31	TN-82-31	Barmer	Jalore	XEN (O&M) SAYLA	AEN (O&M) JEEWANA	1044915	Lumba ki Dhani	Plant No-1(Putvaal)	2	2.5	0.879
32	TN-82-32	Barmer	Jalore	XEN (O&M) SAYLA	AEN (O&M) JEEWANA	1044915	Lumba ki Dhani	Plant no-2(Talar-Lumba ki Dhani)	4	2	0.426
33	TN-82-33	Barmer	Jalore	XEN (O&M) SAYLA	AEN (O&M) JEEWANA	1044906	Mokani	Plant No-1(Ghadoi)	1	2	0.645
34	TN-82-34	Barmer	Jalore	XEN (O&M) SAYLA	AEN (O&M) JEEWANA	1044906	Mokani	Plant no-2(Mokani AG)	3	2	0.652
35	TN-82-35	Barmer	Jalore	XEN (O&M)	AEN (O&M) JEEWANA	1044900	Sirana	Plant No-1(Sedriya-2)	3	2	0.439

NIT No.: JdVVNL/Incharge(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82

RfS Document for Solarization of Agriculture Consumers in Jodhpur Discom under TN-DSM-82

Sr. No.	Plant ID	Zone	Circle	Division	Sub-Division	SS_Code	Sub-Station_NAME	Plant Name	No. of Feeder	SPV Capacity (MW)	Approx Eligible CFA (Rs. Crs.)
				SAYLA							
36	TN-82-36	Barmer	Jalore	XEN (O&M) SAYLA	AEN (O&M) JEEWANA	1044900	Sirana	Plant no-2(Teja Ki Beri - Sirana 1)	3	2.5	1.751
37	TN-82-37	Barmer	Jalore	XEN (O&M) SAYLA	AEN (O&M) SAYLA	1044912	Kakadinadi	Plant No-1(Kakariya)	2	2	0.625
38	TN-82-38	Barmer	Jalore	XEN (O&M) SAYLA	AEN (O&M) SAYLA	1044912	Kakadinadi	Plant no-2(Jharkoda)	1	2	0.494
39	TN-82-39	Barmer	Jalore	XEN (O&M) SAYLA	AEN (O&M) SAYLA	1044919	Pathedi	Plant No-1(Unri-Pathedi)	5	2.5	1.243
40	TN-82-40	Barmer	Jalore	XEN (O&M) SAYLA	AEN (O&M) SAYLA	1044898	Posana	Plant No-1(ROHINWADA)	7	2	0.906
41	TN-82-41	Barmer	Jalore	XEN (O&M) SAYLA	AEN (O&M) SAYLA	1044898	Posana	Plant no-2(Posana Ag.)	4	2	0.989
42	TN-82-42	Barmer	Jalore	XEN (O&M) SAYLA	AEN (O&M) UMEDABAD	1044938	Khural	Plant No-1(Khural-Khural)	3	2.5	1.421
43	TN-82-43	Barmer	Jalore	XEN (O&M) SAYLA	AEN (O&M) UMEDABAD	1044934	Mandawla	Plant No-1(Mandawla Ag.)	5	2	2.100
44	TN-82-44	Barmer	Jalore	XEN (O&M) SAYLA	AEN (O&M) UMEDABAD	1044934	Mandawla	Plant no-2(Nimblana Dangara)	2	2.5	1.504
45	TN-82-45	Barmer	Jalore	XEN (O&M) SAYLA	AEN(O&M, Ramseen)	1044942	Bakra	Plant No-1(Bairth)	6	2.5	1.888
46	TN-82-46	Barmer	Jalore	XEN(O&M, Bhinmal)	AEN(O&M, Bhinmal)	1044807	Arno Bagawas	Plant No-1(Opsingh ki Dhani)	3	2	0.281
47	TN-82-47	Barmer	Jalore	XEN(O&M, Bhinmal)	AEN(O&M, Bhinmal)	1044807	Arno Bagawas	Plant no-2(Arnu)	2	2	0.666
48	TN-82-48	Barmer	Jalore	XEN(O&M, Bhinmal)	AEN(O&M, Bhinmal)	1044794	Daspa	Plant No-1(nawapura-Daspa)	3	2	1.030
49	TN-82-49	Barmer	Jalore	XEN(O&M, Bhinmal)	AEN(O&M, Bhinmal)	1044794	Daspa	Plant no-2(kora)	3	2	1.572
50	TN-82-50	Barmer	Jalore	XEN(O&M, Bhinmal)	AEN(O&M, Bhinmal)	1044805	Goliya	Plant No-1(golandi-1)	3	2	0.625
51	TN-82-51	Barmer	Jalore	XEN(O&M, Bhinmal)	AEN(O&M, Bhinmal)	1044805	Goliya	Plant no-2(Goliya Ag.)	2	2	0.570
52	TN-82-52	Barmer	Jalore	XEN(O&M, Bhinmal)	AEN(O&M, Bhinmal)	1044806	Jeran	Plant No-1(Puniyanada)	3	2	0.755
53	TN-82-53	Barmer	Jalore	XEN(O&M, Bhinmal)	AEN(O&M, Bhinmal)	1044806	Jeran	Plant no-2(Boharodi)	2	2	0.803

NIT No.: JdVVNL/Incharge(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82

RfS Document for Solarization of Agriculture Consumers in Jodhpur Discom under TN-DSM-82

Sr. No.	Plant ID	Zone	Circle	Division	Sub-Division	SS_Code	Sub-Station_NAME	Plant Name	No. of Feeder	SPV Capacity (MW)	Approx Eligible CFA (Rs. Crs.)
				Bhinmal)							
54	TN-82-54	Barmer	Jalore	XEN(O&M, Bhinmal)	AEN(O&M, Bhinmal)	1044798	Kawatra	Plant No-1(Dhukadiya)	4	2	0.638
55	TN-82-55	Barmer	Jalore	XEN(O&M, Bhinmal)	AEN(O&M, Bhinmal)	1044798	Kawatra	Plant no-2(Kashmir)	1	2	0.439
56	TN-82-56	Barmer	Sanchoe	XEN (O&M), Raniwara	AEN(O&M),Dumbariya	2440391	NAYA CHAINPURA	Plant No-1(JUNA CHAINPUR AG)	3	2.5	1.256
57	TN-82-57	Barmer	Sanchoe	XEN (O&M), Raniwara	AEN(O&M),Dumbariya	2440391	NAYA CHAINPURA	Plant no-2(NAYA CHAINPURA AG)	3	2	0.947
58	TN-82-58	Barmer	Sanchoe	XEN (O&M), Raniwara	AEN(O&M),Dumbariya	1044826	Nayawada	Plant No-1(Sendheri Jal)	4	2	0.844
59	TN-82-59	Barmer	Sanchoe	XEN (O&M), Raniwara	AEN(O&M),Dumbariya	1044826	Nayawada	Plant no-2(NayaWadaDungaewada)	3	2	0.920
60	TN-82-60	Barmer	Sanchoe	XEN (O&M), Raniwara	AEN(O&M),Dumbariya	1044838	Peepli Nadi	Plant No-1(Peepli Nadi)	3	2	0.941
61	TN-82-61	Barmer	Sanchoe	XEN (O&M), Raniwara	AEN(O&M),Dumbariya	1044838	Peepli Nadi	Plant no-2(NAI BALI)	2	2	0.529
62	TN-82-62	Barmer	Sanchoe	XEN (O&M), Raniwara	AEN(O&M),Raniwara	1110545	AALRI	Plant No-1(ROPSI)	3	2.5	2.620
63	TN-82-63	Barmer	Sanchoe	XEN (O&M), Raniwara	AEN(O&M),Raniwara	1110545	AALRI	Plant no-2(KORI)	3	2	1.991
64	TN-82-64	Barmer	Sanchoe	XEN (O&M), Raniwara	AEN(O&M),Raniwara	1044854	Chitrodi	Plant No-1(Chara Ag.)	4	2	2.100
65	TN-82-65	Barmer	Sanchoe	XEN (O&M), Raniwara	AEN(O&M),Raniwara	1044990	Dungri	Plant No-1(Pawta Ag.)	4	3	2.588
66	TN-82-66	Barmer	Sanchoe	XEN (O&M), Raniwara	AEN(O&M),Raniwara	1044992	Jodwas	Plant No-1(Adarwara)	2	2	1.346
67	TN-82-67	Barmer	Sanchoe	XEN (O&M), Raniwara	AEN(O&M),Raniwara	1044992	Jodwas	Plant no-2(Vadlu)	2	2	2.100
68	TN-82-68	Barmer	Sanchoe	XEN (O&M), Raniwara	AEN(O&M),Raniwara	1044977	Kuda	Plant No-1(Kuda Ag)	2	2	0.076
69	TN-82-69	Barmer	Sanchoe	XEN (O&M), Raniwara	AEN(O&M),Raniwara	1044977	Kuda	Plant no-2(Ramdev Ag)	2	2	1.730
70	TN-82-70	Barmer	Sanchoe	XEN (O&M), Raniwara	AEN(O&M),Raniwara	1044980	Raniwada	Plant No-1(Raniwada City)	3	2	1.339
71	TN-82-71	Barmer	Sanchoe	XEN (O&M),	AEN(O&M),Raniwara	1044980	Raniwada	Plant no-2(Dairy)	1	2	0.014

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Sr. No.	Plant ID	Zone	Circle	Division	Sub-Division	SS_Code	Sub-Station_NAME	Plant Name	No. of Feeder	SPV Capacity (MW)	Approx Eligible CFA (Rs. Crs.)
				Raniwara							
72	TN-82-72	Barmer	Sanchoe	XEN (O&M), Raniwara	AEN(O&M),Raniwara	1044980	Raniwada	Plant no-3(Paal)	3	4	4.200
73	TN-82-73	Barmer	Sanchoe	XEN (O&M), Sanchoe	AEN (O&M) Chitalwana	1087785	RAMPURA	Plant No-1(PADARDI)	2	2	1.167
74	TN-82-74	Barmer	Sanchoe	XEN (O&M), Sanchoe	AEN(O&M, Bhadrana)	1044956	Bijrol Kheda	Plant No-1(Liyadara)	2	3	1.929
75	TN-82-75	Barmer	Sanchoe	XEN (O&M), Sanchoe	AEN(O&M, Bhadrana)	1044956	Bijrol Kheda	Plant no-2(Doli Bijrol)	5	2.5	1.764
76	TN-82-76	Barmer	Sanchoe	XEN (O&M), Sanchoe	AEN(O&M, Bhadrana)	1044963	Devda	Plant No-1(Devda Ag)	2	2	1.394
77	TN-82-77	Barmer	Sanchoe	XEN (O&M), Sanchoe	AEN(O&M, Bhadrana)	1044963	Devda	Plant no-2(Bhutel-Devda)	2	2	1.730
78	TN-82-78	Barmer	Sanchoe	XEN (O&M), Sanchoe	AEN(O&M, Bhadrana)	1044969	Itada	Plant No-1(RAMPURA_TATRA AG)	3	2.5	1.881
79	TN-82-79	Barmer	Sanchoe	XEN (O&M), Sanchoe	AEN(O&M, Bhadrana)	1044969	Itada	Plant no-2(VAMAL)	2	2	0.597
80	TN-82-80	Barmer	Sanchoe	XEN (O&M), Sanchoe	AEN(O&M, Bhadrana)	1044960	Tetrol	Plant No-1(New Akoli)	3	2	2.100
81	TN-82-81	Barmer	Sanchoe	XEN (O&M), Sanchoe	AEN(O&M, Bhadrana)	1044960	Tetrol	Plant no-2(Hemaguda-Tetrol)	2	2	0.851
82	TN-82-82	Barmer	Sanchoe	XEN (O&M), Sanchoe	AEN(O&M) Sanchoe	1045012	Khara	Plant No-1(Voda)	3	2	0.549
83	TN-82-83	Barmer	Sanchoe	XEN (O&M), Sanchoe	AEN(O&M) Sanchoe	1045012	Khara	Plant no-2(Balwani)	2	2	0.625
84	TN-82-84	Barmer	Sanchoe	XEN (O&M), Sanchoe	AEN(O&M) Sanchoe	1044958	MALWADA	Plant No-1(Parawa)	4	2	2.100
85	TN-82-85	Barmer	Sanchoe	XEN (O&M), Sanchoe	AEN(O&M) Sanchoe	1044999	Pathmeda	Plant No-1(Medajagir)	3	2	1.387
86	TN-82-86	Barmer	Sanchoe	XEN (O&M), Sanchoe	AEN(O&M) Sanchoe	1044999	Pathmeda	Plant no-2(Pathmeda)	2	2	0.453
87	TN-82-87	Barmer	Sanchoe	XEN (O&M), Sanchoe	AEN(O&M) Sanchoe	1044999	Pathmeda	Plant no-3(SHIV MANDIR)	1	2	0.467
88	TN-82-88	Bikaner	Anoopgarh	XEN(O&M), Anoopgarh	AEN(O&M),Anoopgarh	1048491	33/11 KV Substation Old Mandi	Plant No-1(3 GM)	7	2.5	1.428
89	TN-82-89	Bikaner	Anoopgarh	XEN(O&M),	AEN(O&M),Anoopgar	1086188	61 GB	Plant No-1(20AS)	5	2	1.483

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Sr. No.	Plant ID	Zone	Circle	Division	Sub-Division	SS_Code	Sub-Station_NAME	Plant Name	No. of Feeder	SPV Capacity (MW)	Approx Eligible CFA (Rs. Crs.)
				Anoopgarh	h						
90	TN-82-90	Bikaner	Anoopgarh	XEN(O&M), Anoopgarh	AEN(O&M),Anoopgarh	1048489	76 GB	Plant No-1(64GB)	4	2.5	2.156
91	TN-82-91	Bikaner	Bikaner DC	XEN(DD1 BIKANER)	AEN(O&M, Deshnokh)	2692061	BHOJUSAR	Plant No-1(BHOJUSAR AG GAJNER)	4	2	0.419
92	TN-82-92	Bikaner	Bikaner DC	XEN(DD2 BIKANER)	AEN(O&M,Napasar.)	1076909	Ramsar III	Plant No-1(RAMSAR III FEEDER NO. 4)	5	3	0.721
93	TN-82-93	Bikaner	Bikaner DC	XEN(DD2 BIKANER)	AEN(O&M,Napasar.)	1076928	Surdhna II	Plant No-1(SURDHNA II Bhawar suthar)	6	3	0.577
94	TN-82-94	Bikaner	Bikaner DC	XEN(O&M,Dungargarh New)	AEN(O&M-I ,Sri Dungargarh.)	1077097	Abhaysinghpura	Plant No-1(NAIN feeder)	5	2.5	0.693
95	TN-82-95	Bikaner	Bikaner DC	XEN(O&M,Dungargarh New)	AEN(O&M-I ,Sri Dungargarh.)	1077097	Abhaysinghpura	Plant no-2(Bana 37 Kuan)	3	2.5	0.515
96	TN-82-96	Bikaner	Bikaner DC	XEN(O&M,Dungargarh New)	AEN(O&M-I ,Sri Dungargarh.)	1116372	HAFANA JHOAR	Plant No-1(F.NO.-5)	4	2	0.522
97	TN-82-97	Bikaner	Bikaner DC	XEN(O&M,Dungargarh New)	AEN(O&M-I ,Sri Dungargarh.)	1077093	Satlera	Plant No-1(Feeder No.1 OLD)	5	2.5	0.886
98	TN-82-98	Bikaner	Bikaner DC	XEN(O&M,Dungargarh New)	AEN(O&M-I ,Sri Dungargarh.)	1077093	Satlera	Plant no-2(Feeder No.3)	6	2	0.371
99	TN-82-99	Bikaner	Bikaner DC	XEN(O&M,Dungargarh New)	AEN(O&M-II ,Sri Dungargarh.)	1077139	Dulchar - I	Plant No-1(SUDSAR VILLAGE)	4	2.5	0.941
100	TN-82-100	Bikaner	Bikaner DC	XEN(O&M,Dungargarh New)	AEN(O&M-II ,Sri Dungargarh.)	1077131	Gogana	Plant No-1(LADANA)	5	2.5	1.050
101	TN-82-101	Bikaner	Bikaner DC	XEN(O&M,Dungargarh New)	AEN(O&M-II ,Sri Dungargarh.)	1077131	Gogana	Plant no-2(BAD FEEDER)	1	2	0.220
102	TN-82-102	Bikaner	Bikaner DC	XEN(O&M,Dungargarh New)	AEN(O&M-II ,Sri Dungargarh.)	1077143	Kotasar - II	Plant No-1(FEEDER NO. 2(Kotasar-II))	6	2.5	0.817
103	TN-82-103	Bikaner	Bikaner DC	XEN(O&M,Dungargarh New)	AEN(O&M-II ,Sri Dungargarh.)	1112914	KUNTASAR -II	Plant No-1(FEEDER NO. 1)	4	2.5	0.625
104	TN-82-104	Bikaner	Bikaner DC	XEN(O&M,Dungargarh New)	AEN(O&M-II ,Sri Dungargarh.)	1077084	Punrasar - I	Plant No-1(FEEDER NO. 10 NEW)	4	2.5	0.515
105	TN-82-105	Bikaner	Bikaner DC	XEN(O&M,Dungargarh New)	AEN(O&M-II ,Sri Dungargarh.)	1077084	Punrasar - I	Plant no-2(FEEDER NO. 15)	3	2.5	1.016
106	TN-82-106	Bikaner	Bikaner DC	XEN(O&M,Dungargarh New)	AEN(O&M-II ,Sri Dungargarh.)	1112915	PUNRASAR -III	Plant No-1(FEEDER NO 1)	2	2	0.405
107	TN-82-107	Bikaner	Bikaner DC	XEN(O&M,Dung	AEN(O&M-II ,Sri	1112915	PUNRASAR -III	Plant no-2(FEEDER NO 3)	2	2	0.323

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Sr. No.	Plant ID	Zone	Circle	Division	Sub-Division	SS_Code	Sub-Station_NAME	Plant Name	No. of Feeder	SPV Capacity (MW)	Approx Eligible CFA (Rs. Crs.)
				argarh New)	Dungargarh.)						
108	TN-82-108	Bikaner	Bikaner DC	XEN(O&M,Dungargarh New)	AEN(O&M-II ,Sri Dungargarh.)	1077156	Sharana Johar	Plant No-1(Shodaan Singh)	4	2.5	1.016
109	TN-82-109	Bikaner	Bikaner DC	XEN(O&M,Nokha New)	AEN(O&M, Jasarasar)	1077016	33/11KV S/S Jasarasar	Plant No-1(Bhagwati)	3	2	0.426
110	TN-82-110	Bikaner	Bikaner DC	XEN(O&M,Nokha New)	AEN(O&M, Jasarasar)	1077016	33/11KV S/S Jasarasar	Plant no-2(Sadhasar-I Jasarasar)	4	2	0.426
111	TN-82-111	Bikaner	Bikaner DC	XEN(O&M,Nokha New)	AEN(O&M, Jasarasar)	1077015	33/11KV S/S Salana talai	Plant No-1(Sajanwasi feeder)	4	2.5	0.494
112	TN-82-112	Bikaner	Bikaner DC	XEN(O&M,Nokha New)	AEN(O&M, Jasarasar)	2553967	MANSURI-III	Plant No-1(Dholiya Feeder)	6	2.5	0.570
113	TN-82-113	Bikaner	Hanumangarh	XEN(O&M, Hanumangarh)	AEN(O&M, Pilibanga)	1019123	Kalibanga	Plant No-1(Nali Belt)	5	2.5	1.044
114	TN-82-114	Bikaner	Hanumangarh	XEN(O&M, Hanumangarh)	AEN(O&M, Hanumangarh Jn.)	1141890	NAWAN	Plant no-2(NAWAN AG F1)	3	2.5	0.810
115	TN-82-115	Bikaner	Hanumangarh	XEN(O&M, Hanumangarh)	AEN(Rural, Hanumangarh.)	1019143	Nai Wala	Plant No-1(Naiwala Nali feder)	3	2.5	0.755
116	TN-82-116	Bikaner	Hanumangarh	XEN(O&M, Hanumangarh)	AEN(Rural, Hanumangarh.)	1019143	Nai Wala	Plant no-2(Naiwala AG feeder)	3	2.5	0.673
117	TN-82-117	Bikaner	Hanumangarh	XEN(O&M, Nohar)	AEN (RURAL) BHADRA	2411737	JHANSAL	Plant No-1(UDRAN FEEDER)	4	2.5	1.311
118	TN-82-118	Bikaner	Hanumangarh	XEN(O&M, Nohar)	AEN (RURAL) NOHAR	2614762	BHAWALDESAR GSS	Plant No-1(BHWALDESHAR AG NO.2)	5	2.5	1.277
119	TN-82-119	Bikaner	Hanumangarh	XEN(O&M, Nohar)	AEN(O&M, Bhadra)	1019162	Dobi	Plant No-1(Utradabas Feeder)	4	2.5	1.119
120	TN-82-120	Bikaner	Hanumangarh	XEN(O&M, Sangariya)	AEN (Rural, Sangariya)	1019186	Dhaba	Plant No-1(DHABAN VILLAGE)	2	2	0.501
121	TN-82-121	Bikaner	Hanumangarh	XEN(O&M, Sangariya)	AEN (Rural, Sangariya)	1019186	Dhaba	Plant no-2(AMP-1)	2	2	0.611
122	TN-82-122	Bikaner	Hanumangarh	XEN(O&M, Sangariya)	AEN (Rural, Sangariya)	1019186	Dhaba	Plant no-3(HARIPURA AG.)	3	2.5	2.620
123	TN-82-123	Bikaner	Sri ganganagar	XEN(O&M-II, Sriganganagar	AEN (O&M, Padampur)	1048555	25 ML	Plant No-1(36 LNP FEEDER)	5	2.5	1.778
124	TN-82-124	Bikaner	Sri ganganagar	XEN(O&M-II, Sriganganagar	AEN (O&M, Padampur)	1048547	Chunaward	Plant No-1(GG-I (KOTHI))	9	2	0.844
125	TN-82-125	Bikaner	Sri	XEN(O&M-II,	AEN(O&M, Shri	1048550	7 ML	Plant No-1(9 ML)	4	2.5	1.867

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			ganganagar	Sriganganagar	Ganganagar Rural)						
126	TN-82-126	Bikaner	Sri ganganagar	XEN(O&M-II, Sriganganagar	AEN(O&M, Shri Ganganagar Rural)	1048553	Netewala	Plant No-1(MAHIYANWALI)	2	2	0.213
127	TN-82-127	Bikaner	Sri ganganagar	XEN(O&M-II, Sriganganagar	AEN(O&M, Shri Ganganagar Rural)	1048553	Netewala	Plant no-2(GG MINOR)	0	2	2.100
128	TN-82-128	Jodhpur	Jodhpur DC	XEN (O&M) BALESHAR	AEN (O&M) BALESER	1052993	BELWA	Plant No-1(RANAJI AG)	5	2.5	1.421
129	TN-82-129	Jodhpur	Jodhpur DC	XEN (O&M) BALESHAR	AEN (O&M) BALESER	1052993	BELWA	Plant no-2(JHINJHIYALA (BELWA))	2	2	1.044
130	TN-82-130	Jodhpur	Jodhpur DC	XEN (O&M) BALESHAR	AEN (O&M) BALESER	1053007	KUI	Plant No-1(BELWA (RANA JI KA BASS))	4	2	1.057
131	TN-82-131	Jodhpur	Jodhpur DC	XEN (O&M) BALESHAR	AEN (O&M) BALESER	1053007	KUI	Plant no-2(KUI INDA AG)	2	2	0.638
132	TN-82-132	Jodhpur	Jodhpur DC	XEN (O&M) BALESHAR	AEN (O&M) SEKHALA	1053001	BABA KI NIMBARI(DHEERPU RA)	Plant No-1(DHEERPURA 4M DHEERPURA)	4	2	0.995
133	TN-82-133	Jodhpur	Jodhpur DC	XEN (O&M) BALESHAR	AEN (O&M) SEKHALA	1053001	BABA KI NIMBARI(DHEERPU RA)	Plant no-2(hatesingh nagar)	3	2	1.002
134	TN-82-134	Jodhpur	Jodhpur DC	XEN (O&M) BALESHAR	AEN (O&M) SEKHALA	1558667	KHETNAGAR	Plant No-1(KhetNagar-4m-KhetNagar)	4	2	1.098
135	TN-82-135	Jodhpur	Jodhpur DC	XEN (O&M) BALESHAR	AEN (O&M) SEKHALA	1053000	SEKHALA	Plant No-1(AJEETGADH)	4	2	0.906
136	TN-82-136	Jodhpur	Jodhpur DC	XEN (O&M) BALESHAR	AEN (O&M) SEKHALA	1053000	SEKHALA	Plant no-2(SHEKHALA AG.)	3	2	0.790
137	TN-82-137	Jodhpur	Jodhpur DC	XEN (O&M) BALESHAR	AEN (O&M) SHERGARH	1052988	54 MILE KETU	Plant No-1(KETU KALLA)	3	2.5	1.977
138	TN-82-138	Jodhpur	Jodhpur DC	XEN (O&M) BALESHAR	AEN (O&M) SHERGARH	1052988	54 MILE KETU	Plant no-2(BAORI)	5	2	1.030
139	TN-82-139	Jodhpur	Jodhpur DC	XEN(DD, Jodhpur)	AEN(O&M, Mandore)	1053071	KERU	Plant No-1(MOKLAWAS)	4	2	1.057
140	TN-82-140	Jodhpur	Jodhpur DC	XEN(DD, Jodhpur)	AEN(O&M, Mandore)	1053071	KERU	Plant no-2(SHIV SARNO KI DHANI)	4	2	1.943
141	TN-82-141	Jodhpur	Jodhpur DC	XEN(DD, Jodhpur)	AEN(O&M, Mandore)	1053071	KERU	Plant no-3(RAMDEO COLONY)	3	2	0.433
142	TN-82-142	Jodhpur	Jodhpur DC	XEN(O&M,	AEN(O&M,	1035210	HEERADESHAR	Plant No-1(OSTRA)	6	2	1.819

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		r		Bilara)	Bhopalgarh)						
143	TN-82-143	Jodhpur	Jodhpur DC	XEN(O&M, Bilara)	AEN(O&M, Bhopalgarh)	1035210	HEERADESHAR	Plant no-2(BHERU NAGAR LRP)	2	2	0.027
144	TN-82-144	Jodhpur	Jodhpur DC	XEN(O&M, Bilara)	AEN(O&M, Bhopalgarh)	1035225	RAMPURA	Plant No-1(Rampura _ Dadmi Ag)	5	3	0.982
145	TN-82-145	Jodhpur	Jodhpur DC	XEN(O&M, Mathania)	AEN (O&M) HATUDI	1054017	NARI NADI (CHANDRAKH)	Plant No-1(DARJIYO KI DHANI)	2	2	0.398
146	TN-82-146	Jodhpur	Jodhpur DC	XEN(O&M, Mathania)	AEN (O&M) HATUDI	1054017	NARI NADI (CHANDRAKH)	Plant no-2(DHOLA BHATA)	2	2	0.378
147	TN-82-147	Jodhpur	Jodhpur DC	XEN(O&M, Mathania)	AEN(O&M, Bawari)	1053950	BARA KALLAN	Plant No-1(BARA KALLAN AG.-BARA KALLAN)	6	2	0.790
148	TN-82-148	Jodhpur	Jodhpur DC	XEN(O&M, Mathania)	AEN(O&M, Bawari)	1053950	BARA KALLAN	Plant no-2(BARA KHURD)	4	2	0.666
149	TN-82-149	Jodhpur	Jodhpur DC	XEN(O&M, Mathania)	AEN(O&M, Bawari)	1053905	BIRAI	Plant No-1(GANGANI(NEW))	5	2.5	2.620
150	TN-82-150	Jodhpur	Jodhpur DC	XEN(O&M, Mathania)	AEN(O&M, Bawari)	1053905	BIRAI	Plant no-2(KASTI JOINTRA)	5	2.5	2.620
151	TN-82-151	Jodhpur	Jodhpur DC	XEN(O&M, Mathania)	AEN(O&M, Bawari)	1053887	DANWARA	Plant No-1(PABU SAGAR-DANWARA)	3	2.5	2.279
152	TN-82-152	Jodhpur	Jodhpur DC	XEN(O&M, Mathania)	AEN(O&M, Bawari)	1053887	DANWARA	Plant no-2(MANSAGAR-DANWARA)	5	2	1.030
153	TN-82-153	Jodhpur	Jodhpur DC	XEN(O&M, Mathania)	AEN(O&M, Bawari)	1053895	DHANARI KHURD	Plant No-1(DHANARI KHURD)	3	2.5	1.249
154	TN-82-154	Jodhpur	Jodhpur DC	XEN(O&M, Mathania)	AEN(O&M, Bawari)	1053895	DHANARI KHURD	Plant no-2(KRISHAN NAGAR-DHANARI KHURD)	2	2	0.227
155	TN-82-155	Jodhpur	Jodhpur DC	XEN(O&M, Mathania)	AEN(O&M, Mathania)	1053908	MATHANIA	Plant No-1(MATHANIA VILLAGE OLD)	3	2	0.336
156	TN-82-156	Jodhpur	Jodhpur DC	XEN(O&M, Mathania)	AEN(O&M, Mathania)	1053908	MATHANIA	Plant no-2(BAORI)	4	2	1.277
157	TN-82-157	Jodhpur	Jodhpur DC	XEN(O&M, Mathania)	AEN(O&M, Mathania)	1053914	RAJASNI	Plant No-1(KOTRA)	3	2	0.995
158	TN-82-158	Jodhpur	Jodhpur DC	XEN(O&M, Mathania)	AEN(O&M, Mathania)	1053914	RAJASNI	Plant no-2(BABA KA DEVARA)	3	2	0.687
159	TN-82-159	Jodhpur	Jodhpur DC	XEN(O&M, Mathania)	AEN(O&M, Tinwari)	1053926	BADA KOTECHE-II	Plant No-1(BHOMIYA JI-BADA KOTECHE-II)	2	3	0.741
160	TN-82-160	Jodhpur	Jodhpur DC	XEN(O&M, Mathania)	AEN(O&M, Tinwari)	1053926	BADA KOTECHE-II	Plant no-2(HAWELI)	4	3	0.886

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		r		Mathania)							
161	TN-82-161	Jodhpur	Jodhpur DC	XEN(O&M, Mathania)	AEN(O&M, Tinwari)	1053936	BINJWADIYA	Plant No-1(KUI TAL)	2	2	0.577
162	TN-82-162	Jodhpur	Jodhpur DC	XEN(O&M, Mathania)	AEN(O&M, Tinwari)	1053936	BINJWADIYA	Plant no-2(RAMSAGAR)	3	2	1.222
163	TN-82-163	Jodhpur	Jodhpur DC	XEN(O&M, Mathania)	AEN(O&M, Tinwari)	1117494	New Tinwari near 220 KV GSS	Plant No-1(Bada Kotecha)	3	2	0.508
164	TN-82-164	Jodhpur	Jodhpur DC	XEN(O&M, Mathania)	AEN(O&M, Tinwari)	1117494	New Tinwari near 220 KV GSS	Plant no-2(Naya Bera B)	3	2	0.707
165	TN-82-165	Jodhpur	Jodhpur DC	XEN(O&M, Mathania)	AEN(O&M, Tinwari)	1117494	New Tinwari near 220 KV GSS	Plant no-3(Naya Bera A)	4	2	0.872
166	TN-82-166	Jodhpur	Pali	XEN (O&M) DESURI	AEN (O&M) DESURI	1050472	Anna	Plant No-1(KARNAVA Ag)	7	2	2.100
167	TN-82-167	Jodhpur	Pali	XEN (O&M) DESURI	AEN (O&M) DESURI	1050468	Desuri	Plant No-1(LAMPI)	4	2	2.100
168	TN-82-168	Jodhpur	Pali	XEN (O&M) DESURI	AEN (O&M) DESURI	1050468	Desuri	Plant no-2(DESURİ CITY)	2	2	0.453
169	TN-82-169	Jodhpur	Pali	XEN (O&M) DESURI	AEN (O&M) DESURI	1050470	Kolar	Plant No-1(BAGOL)	4	2	2.100
170	TN-82-170	Jodhpur	Pali	XEN (O&M) DESURI	AEN (O&M) DESURI	1134228	MADPUR	Plant No-1(Daylana Feeder)	5	2	2.100
171	TN-82-171	Jodhpur	Pali	XEN (O&M) DESURI	AEN (O&M) DESURI	1050469	Nadol	Plant No-1(NIPPAL)	8	2	2.100
172	TN-82-172	Jodhpur	Pali	XEN (O&M) DESURI	AEN (O&M) DESURI	1050469	Nadol	Plant no-2(NADOL CITY+I.O.C.)	1	2	0.323
173	TN-82-173	Jodhpur	Pali	XEN (O&M) DESURI	AEN (O&M) DESURI	1050471	Panota	Plant No-1(SANSRI)	4	2	2.100
174	TN-82-174	Jodhpur	Pali	XEN (O&M) DESURI	AEN (O&M) DESURI	1050477	Sindarli	Plant No-1(VADOD)	7	2	2.100
175	TN-82-175	Jodhpur	Pali	XEN (O&M) JAİTARAN	AEN (O&M) ANANDPUR KALU	1050583	Ballupura	Plant No-1(RABARIYAWAS AG)	4	2.5	2.478
176	TN-82-176	Jodhpur	Pali	XEN (O&M) JAİTARAN	AEN (O&M) ANANDPUR KALU	1050582	Falka	Plant No-1(PIPARA)	3	2.5	1.078
177	TN-82-177	Jodhpur	Pali	XEN (O&M) JAİTARAN	AEN (O&M) ANANDPUR KALU	1050582	Falka	Plant no-2(KHARADI)	2	2.5	1.112
178	TN-82-178	Jodhpur	Pali	XEN (O&M)	AEN (O&M)	1050588	Raas	Plant No-1(PALIYAWAS AG)	7	3	2.643

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RfS Document for Solarization of Agriculture Consumers in Jodhpur Discom under TN-DSM-82

Sr. No.	Plant ID	Zone	Circle	Division	Sub-Division	SS_Code	Sub-Station_NAME	Plant Name	No. of Feeder	SPV Capacity (MW)	Approx Eligible CFA (Rs. Crs.)
		r		JAITARAN	ANANDPUR KALU						
179	TN-82-179	Jodhpur	Pali	XEN (O&M) JAITARAN	AEN (O&M) ANANDPUR KALU	1050604	Sewariya	Plant No-1(SEVARIYA AG)	2	2	1.490
180	TN-82-180	Jodhpur	Pali	XEN (O&M) JAITARAN	AEN (O&M) ANANDPUR KALU	1050604	Sewariya	Plant no-2(KOTADIA AG)	3	2	1.497
181	TN-82-181	Jodhpur	Pali	XEN (O&M) JAITARAN	AEN (O&M) JAITARAN	1050578	Ber Kalan	Plant No-1(BER KALAN Ag-I)	2	2	0.439
182	TN-82-182	Jodhpur	Pali	XEN (O&M) JAITARAN	AEN (O&M) JAITARAN	1050578	Ber Kalan	Plant no-2(LOTOTI Ag-I)	3	2	0.494
183	TN-82-183	Jodhpur	Pali	XEN (O&M) JAITARAN	AEN (O&M) JAITARAN	1050577	Prithivipura	Plant No-1(GARNIYA)	4	2	0.467
184	TN-82-184	Jodhpur	Pali	XEN (O&M) JAITARAN	AEN (O&M) JAITARAN	1050577	Prithivipura	Plant no-2(TUBE-WELL-I)	3	2	0.323
185	TN-82-185	Jodhpur	Pali	XEN(O&M, Falna)	AEN(O&M, Falna)	1050485	Ramaniya	Plant No-1(MATAJIWADA)	4	2	2.100
186	TN-82-186	Jodhpur	Pali	XEN(O&M, Falna)	AEN(O&M, Falna)	1050485	Ramaniya	Plant no-2(GUDA LAS)	2	2	0.796
187	TN-82-187	Jodhpur	Pali	XEN(O&M, Falna)	AEN(O&M, Falna)	2650153	SINDRU	Plant No-1(SINDRU WW)	5	2	0.007
188	TN-82-188	Jodhpur	Pali	XEN(O&M, Falna)	AEN (O&M, Sumerpur)	1050496	SUMERPUR CITY	Plant No-1(NETRA)	4	2	1.449
189	TN-82-189	Jodhpur	Pali	XEN(O&M, Falna)	AEN (O&M, Sumerpur)	1050496	SUMERPUR CITY	Plant no-2(KANPURA AG)	5	2	2.100
190	TN-82-190	Jodhpur	Pali	XEN(O&M, Pali)	AEN(O&M, Rohat.)	1050527	JETPUR	Plant No-1(FEKARIYA)	7	2	0.954
191	TN-82-191	Jodhpur	Pali	XEN(O&M, Sojatcity)	AEN (O&M, Sojat Road)	1050547	Sojat Road	Plant No-1(DHUNDALA)	6	2	1.771
192	TN-82-192	Jodhpur	Pali	XEN(O&M, Sojatcity)	AEN (O&M, Sojat Road)	1050547	Sojat Road	Plant no-2(KHOKHRA)	3	2	1.950
193	TN-82-193	Jodhpur	Phalodi	XEN(O&M) Phalodi	AEN (O&M) DECHU	1053010	CHORDIA	Plant No-1(SETRAWA)	6	2.5	1.552
194	TN-82-194	Jodhpur	Phalodi	XEN(O&M) Phalodi	AEN (O&M) DECHU	1053038	DHOLASAR	Plant No-1(KANODIA)	4	2	0.810
195	TN-82-195	Jodhpur	Phalodi	XEN(O&M) Phalodi	AEN (O&M) DECHU	1053038	DHOLASAR	Plant no-2(BALINATH)	3	2	0.535
196	TN-82-196	Jodhpur	Phalodi	XEN(O&M)	AEN(O&M) Matora	2491222	BALLAI	Plant No-1(MAHADEV -	3	2	0.364

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Sr. No.	Plant ID	Zone	Circle	Division	Sub-Division	SS_Code	Sub-Station_NAME	Plant Name	No. of Feeder	SPV Capacity (MW)	Approx Eligible CFA (Rs. Crs.)
		r		Phalodi				BALLAI)			
197	TN-82-197	Jodhpur	Phalodi	XEN(O&M) Phalodi	AEN(O&M) Matora	2491222	BALLAI	Plant no-2(BANDA)	2	2	0.412
198	TN-82-198	Jodhpur	Phalodi	XEN(O&M) Phalodi	AEN(O&M) Phalodi	1053854	BAORI KALLA	Plant No-1(JAGRIYA)	8	3	0.899
199	TN-82-199	Jodhpur	Phalodi	XEN(O&M) Phalodi	AEN(O&M) Phalodi	2470813	CHHATARDI NADI	Plant No-1(JAMBHESHWAR)	2	2	0.439
200	TN-82-200	Jodhpur	Phalodi	XEN(O&M) Phalodi	AEN(O&M) Phalodi	2470813	CHHATARDI NADI	Plant no-2(UMMED NAGAR)	2	2	0.371
201	TN-82-201	Jodhpur	Phalodi	XEN(O&M) Phalodi	AEN(O&M) Phalodi	1053855	KOLU NIMBAYAT	Plant No-1(BABA RAMDEV-KOLU NIMBAYAT)	4	2.5	0.721
202	TN-82-202	Jodhpur	Phalodi	XEN(O&M) Phalodi	AEN(O&M) Phalodi	1053830	KOLU RATHODA (DHOLANADA)	Plant No-1(MANDLA-KOLU RATHODA (DHOLANADA))	5	4	1.236
203	TN-82-203	Jodhpur	Phalodi	XEN(O&M) Phalodi	AEN(O&M) Phalodi	1053830	KOLU RATHODA (DHOLANADA)	Plant no-2(GOSAI BABA FEEDER)	3	2	0.316
204	TN-82-204	Jodhpur	Phalodi	XEN(O&M) Phalodi	AEN(O&M) Phalodi	1053837	SIHRA	Plant No-1(SHRI AAINATH)	4	3	0.666
205	TN-82-205	Jodhpur	Phalodi	XEN(O&M) Phalodi	AEN(O&M) Phalodi	1053837	SIHRA	Plant no-2(BALATA-SIHRA)	5	4	1.071
206	TN-82-206	Jodhpur	Sirohi	XEN(O&M, sirohi)	AEN(O&M, Kalandri)	1064011	KALANDRI	Plant No-1(Valdara)	9	2.5	2.620
207	TN-82-207	Jodhpur	Sirohi	XEN(O&M, sirohi)	AEN(O&M, Kalandri)	1064011	KALANDRI	Plant no-2(Mohabbatnagar)	5	2	2.100
208	TN-82-208	Jodhpur	Sirohi	XEN(O&M, sirohi)	AEN(O&M, Kalandri)	1064017	KRISHANGANJ	Plant No-1(dhanta feedar)	3	2	0.144
209	TN-82-209	Jodhpur	Sirohi	XEN(O&M, sirohi)	AEN(O&M, Kalandri)	1064017	KRISHANGANJ	Plant no-2(siyakara)	7	2	2.100
210	TN-82-210	Jodhpur	Sirohi	XEN(O&M, sirohi)	AEN(O&M, Kalandri)	1064036	NITODA	Plant No-1(NITORA AG.FEEDER)	3	2	1.057
211	TN-82-211	Jodhpur	Sirohi	XEN(O&M, sirohi)	AEN(O&M, Kalandri)	1064036	NITODA	Plant no-2(MANDWARA FEEDER)	5	2	2.100
212	TN-82-212	Jodhpur	Sirohi	XEN(O&M, sirohi)	AEN(O&M, Pinwada)	1064030	BANAS	Plant No-1(11 KV BASANTGARH FEEDER)	4	2	2.100
213	TN-82-213	Jodhpur	Sirohi	XEN(O&M, sirohi)	AEN(O&M, Pinwada)	1064030	BANAS	Plant no-2(DHANARI FEEDER)	7	2	1.414
214	TN-82-214	Jodhpur	Sirohi	XEN(O&M,	AEN(O&M,	1064035	BHUJELA	Plant No-1(AUCHPURA	3	2	1.085

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Sr. No.	Plant ID	Zone	Circle	Division	Sub-Division	SS_Code	Sub-Station_NAME	Plant Name	No. of Feeder	SPV Capacity (MW)	Approx Eligible CFA (Rs. Crs.)
		r		sirohi)	Saroopganj)			FEEDER)			
215	TN-82-215	Jodhpur	Sirohi	XEN(O&M, sirohi)	AEN(O&M, Saroopganj)	1064035	BHUJELA	Plant no-2(SANGWARA FEEDER)	5	2	2.100
216	TN-82-216	Jodhpur	Sirohi	XEN(O&M, sirohi)	AEN(O&M, Shivganj)	1064023	PALARI	Plant No-1(Bagseen)	6	2	1.792
217	TN-82-217	Jodhpur	Sirohi	XEN(O&M, sirohi)	AEN(O&M, Shivganj)	1064023	PALARI	Plant no-2(Uthman-Palari)	1	2	0.220
218	TN-82-218	Jodhpur	Sirohi	XEN(O&M, sirohi)	AEN(O&M, Shivganj)	1064023	PALARI	Plant no-3(Vera Vilpur)	3	2	1.620
219	TN-82-219	Jodhpur	Sirohi	XEN(O&M, sirohi)	AEN(O&M, Shivganj)	1064020	POSALIYA	Plant No-1(Arthwada Ag)	2	2.5	2.513
220	TN-82-220	Jodhpur	Sirohi	XEN(O&M, sirohi)	AEN(O&M, Shivganj)	1064020	POSALIYA	Plant no-2(Posaliya Vill)	2	2	0.364
221	TN-82-221	Jodhpur	Sirohi	XEN(O&M, sirohi)	AEN(O&M, Shivganj)	1064020	POSALIYA	Plant no-3(Rukhada)	4	2	1.696
222	TN-82-222	Jodhpur	Sirohi	XEN(O&M, sirohi)	AEN(O&M, Sirohi)	1064007	PADIV	Plant No-1(MANDWA)	9	2	1.847
223	TN-82-223	Jodhpur	Sirohi	XEN(O&M,Reodar)	AEN(O&M, Mandar)	1064060	Bant	Plant No-1(MOHBATPURA AG)	2	2	1.346
224	TN-82-224	Jodhpur	Sirohi	XEN(O&M,Reodar)	AEN(O&M, Mandar)	1064060	Bant	Plant no-2(KHANEDI AG)	2	2	1.771
225	TN-82-225	Jodhpur	Sirohi	XEN(O&M,Reodar)	AEN(O&M, Mandar)	1064066	Magriwada	Plant No-1(MAKRIWARA JAWAL AG)	3	2	2.100
226	TN-82-226	Jodhpur	Sirohi	XEN(O&M,Reodar)	AEN(O&M, Mandar)	1064066	Magriwada	Plant no-2(DHANPURA AG)	3	2	1.380
227	TN-82-227	Jodhpur	Sirohi	XEN(O&M,Reodar)	AEN(O&M, Mandar)	1064059	Mandar	Plant No-1(MANDAR CITY)	2	2	2.100
228	TN-82-228	Jodhpur	Sirohi	XEN(O&M,Reodar)	AEN(O&M, Mandar)	1064059	Mandar	Plant no-2(LILADHARI MAHADEV TUKDA AG)	5	4	4.200
229	TN-82-229	Jodhpur	Sirohi	XEN(O&M,Reodar)	AEN(O&M, Mandar)	1064064	Nimbaj	Plant No-1(NIMBAJ VILLAGE)	3	2	2.100
230	TN-82-230	Jodhpur	Sirohi	XEN(O&M,Reodar)	AEN(O&M, Mandar)	1064064	Nimbaj	Plant no-2(KESUA WADWAJ AG)	3	2	1.140
231	TN-82-231	Jodhpur	Sirohi	XEN(O&M,Reodar)	AEN(O&M, Mandar)	1064069	Sorda	Plant No-1(Veer Bawasi)	3	2	2.100
232	TN-82-232	Jodhpur	Sirohi	XEN(O&M,Reodar)	AEN(O&M, Mandar)	1064069	Sorda	Plant no-2(Bileshwar	1	2	0.906

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RfS Document for Solarization of Agriculture Consumers in Jodhpur Discom under TN-DSM-82

Sr. No.	Plant ID	Zone	Circle	Division	Sub-Division	SS_Code	Sub-Station_NAME	Plant Name	No. of Feeder	SPV Capacity (MW)	Approx Eligible CFA (Rs. Crs.)
		r		ar)				Mahadev)			
233	TN-82-233	Jodhpur	Sirohi	XEN(O&M,Reodar)	AEN(O&M,Reodar)	1064055	Anadara	Plant no-2(GULABGANJ AG)	2	2	2.100
234	TN-82-234	Jodhpur	Sirohi	XEN(O&M,Reodar)	AEN(O&M,Reodar)	1064055	Anadara	Plant no-3(DHAWALI AG-Anadara)	2	2	2.100

[Note: The calculation for the total SPV capacity (MW), land requirement (Hectares) and approx. eligible CFA (Rs. Cr.) is based on actual consumption of the agricultural pumps and available land near to 33/11 kV Sub-stations, however, CFA has been computed based on capping of 7.5 HP agricultural pumps.]

SECTION - D: SCOPE OF WORK

D.1. Scope of Work

1.1.1. Overall scope of work of the SPG under this RfS covers:

- 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, JDVVNL 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 33 kV OR, 11 kV line (as the case may be) 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 33 kV OR, 11 kV line (as the case may be) by designated official(s) of JDVVNL;
- 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 33 kV / 11 kV line (as the case may be) for 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 levelized tariff (Rs. per kWh) *(inclusive of applicable taxes incl. GST, duties, etc.)*, extendable on mutual agreement;
- i. **The delivery point for solar power plant(s) having installed capacity upto 2.55 MWp shall be 11 kV side and for installation capacity above 2.55 MWp, delivery point shall be 33 kV side of the concerned 33/11 kV GSS of DISCOM;**
- j. Remote Monitoring of installed solar power plant through RMS for 25 years *(unless extended by both the parties on mutual agreement)*;
- k. 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 available bid security / bank guarantee should be forfeited, and further action shall be taken as per provision of the RTPP Act / Rules.

- 1.1.2.** The condition of requirement of indigenous solar cells (DCR) under Component C (Feeder Level Solarization) shall be applicable. Therefore, it will be mandatory to use indigenously manufactured solar panels with indigenous modules and indigenous solar cells. Domestic manufacturing of solar panels will also be ensured through inspection and verification at module manufacturing unit of the respective OEM. If required, pre-dispatch inspection shall be carried out by JDVVNL at the works of OEM where modules / panels are manufactured. If required, MNRE may conduct its independent inspection or verification to ensure domestic manufacturing requirement.

Additionally, all intending bidders are requested to go through the MNRE Order(s) and any amendments thereof before participating under this RfS process.

- 1.1.3.** Additionally, MNRE vide OM No. 32/645/2017-SPV Division Dated 17.01.2024 issued Comprehensive Guidelines for implementation of PM-KUSUM Scheme and amendments thereof which may be review by bidders before participating under the bidding process.

- Component A: Setting up of 10,000 MW of Decentralized Ground / Stilt Mounted Grid Connected Renewable Solar or others Renewable Energy based Power Plants of individual plant size up to 2 MW.
- Component B: Installation of 14 lakhs standalone Solar Powered Agriculture Pumps of individual pump capacity up to 7.5 HP.
- Component C: Solarisation of 35 Lakhs Grid-connected Agriculture Pumps including Feeder Level Solarization.

- 1.1.4.** SPG shall be responsible for all the works related to testing & commissioning of the project.

- 1.1.5.** In no case, Procurer or JDVVNL shall be responsible to pay for increase in tariff for any work related to Project.

- 1.1.6.** The project (solar power plant and associated 33 kV OR, 11 kV line, as the case may be) is to be set up with adequate arrangements upto 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 RfS document. 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.

- 1.1.7.** 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 **minimum CUF of 19%**, 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.

- 1.1.8.** All components used for installation of solar power plants shall confirm to applicable BIS / MNRE specifications and follow quality control guidelines issued by MNRE.

1.1.9. 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 33 kV OR 11 kV line (as the case may be) 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, 33 kV / 11 kV line, as the case may be, during the term of PPA;
- f. Coverage of risk liability of all personnel associated with implementation and realization of the Project.

1.1.10. Developer can either approach the registered farmer / land owner on SKAY or arrange the required land on their own land.

1.1.11. One land parcel can be offered by multiple bidders but if awarded, final lease agreement shall be only for one SPV plant.

1.1.12. SPV plant wise L1 bidder shall be identified for award of contract (post negotiation as per RTPP rules).

1.1.13. After award of contract, in case of any dispute / litigation on the originally proposed land, the developer shall be bound to arrange alternative land for the solar project.

1.1.14. Multiple plants for single capacity can be installed but with common injection line at single point of injection.

D.2. Metering and grid connectivity

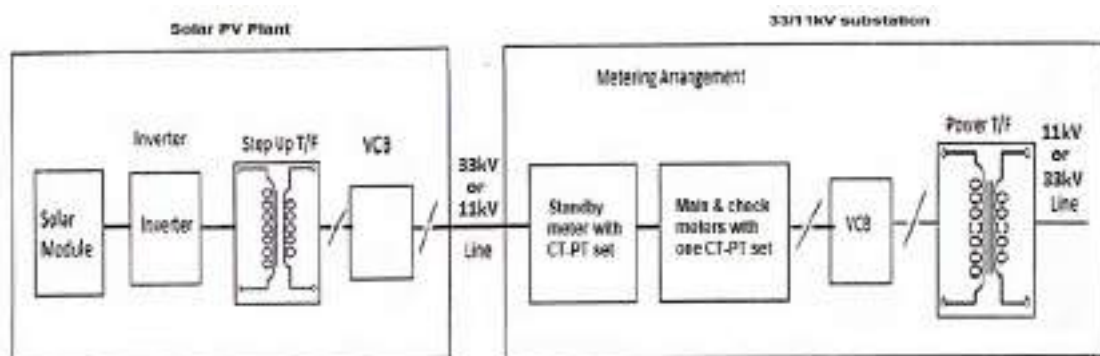
1.1.15. Metering and grid connectivity of the projects would be the responsibility of the SPG in accordance with the prevailing guidelines / practices of DISCOM and / or CEA. JDVVNL may facilitate in the process; however, the entire responsibility lies only with the SPG.

1.1.16. 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 JDVVNL at the time of installation.

1.1.17. 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.

1.1.18. 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 33 kV OR 11 kV line (as the case may be). An indicative layout of metering arrangement is given below:



1.1.19. 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.

1.1.20. The cost of all required meters (main, check, standby meter at substation end) and associated CT-PT sets shall be borne by the SPG.

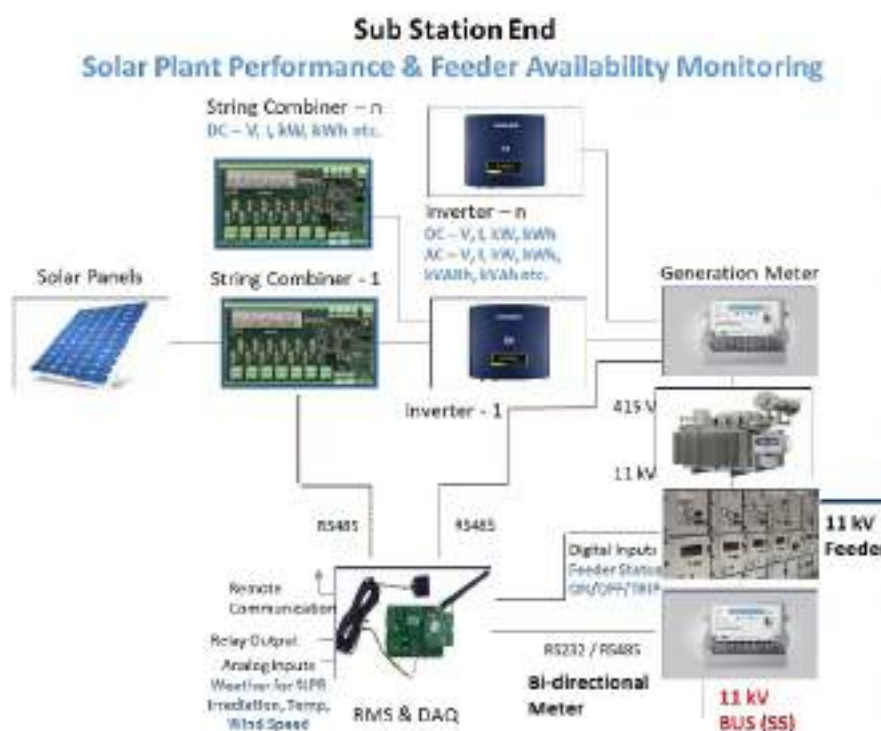
D.3. Remote Monitoring System (RMS)

1.1.21. As per the MNRE guidelines for feeder level solarization under Component C of KUSUM scheme, 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.

1.1.22. 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.

1.1.23. 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 RfS 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.

1.1.24. 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.



1.1.25. 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:
 - 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.

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

1.1.27. 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 33 kV line 'OR' 11 kV line.

D.4. Insurance

1.1.28. The SPG shall also take insurance for third party liability covering loss of human life, engineers and workmen and also covering the risks of damage, theft of material/ equipment/ properties after completion of the work(s). Before commencement of the work, the SPG shall ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work. Liquidation, Death, Bankruptcy etc., shall be the responsibility of SPG only.

1.1.29. Application of Insurance Proceeds

- a. 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.
- b. 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.
- c. 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, JDVVNL shall have claim on such proceeds of such Insurance limited to outstanding dues of JDVVNL against SPG.

D.5. Type and quality of materials and workmanship

1.1.30. The design, supply, installation, testing, commissioning, operation and maintenance of the solar power plant and the associated 33 kV OR, 11 kV line (as the case may be) shall be in accordance with latest / appropriate IEC/Indian Standards. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE / CEA / RERC / JDVVNL shall be used. All the relevant test certifications **must be kept valid up to one (1) Year from the COD** of the Project.

1.1.31. The SPG shall ensure that the specifications of the components / equipments like 33 kV OR 11 kV circuit breaker, 33 kV OR 11 kV CT-PT metering unit, etc should meet the technical specifications of JDVVNL.

1.1.32. Any material / equipment which have not been specifically mentioned in this RfS but which are necessary during construction or O&M period of the plant & associated 33 kV OR, 11 kV line (as the case may be) shall be provided by the SPG without any

extra cost and within the time schedule for efficient and smooth construction and O&M activities.

D.6. Completion and commissioning

1.1.33. Part Commissioning is '**NOT**' allowed for the Project. SPG, in coordination with JDVVNL, shall submit commissioning certificate, issued by JDVVNL, in accordance with all applicable regulations / policies. For the purpose of obtaining Completion certificate following documents shall be required:

- a) Inspection Report of the Work(s) for all equipments / material
- b) CEIG approval for the PPA Capacity and 33 kV OR 11 kV line (as the case may be).

D.7. Completion Period

1.1.34. The design, survey, supply, installation, testing and commissioning of solar power plant with associated 33 kV OR, 11 kV line (as the case may be) connecting the solar power plant with concerned substation and RMS of solar power plant as per terms & conditions of this RfS is to be completed within **09 months from date of issuance of LoA.**

D.8. Delay in commissioning

8.1.1. A duly constituted Committee of JDVVNL officials will physically inspect the Solar Power Plant in not more than 03 days from the date of receiving a call from the SPG and certify successful commissioning of the solar power plant.

8.1.2. In case any SPG fails to achieve this milestone, JDVVNL shall encash the Performance Bank Guarantee (PBG) as liquidated damages (LD) in the following manner:

Delay up to two months: LD equal to the PBG on per day basis. 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 two months: The complete PBG amount shall be encashed and PPA shall stand cancelled.

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

D.9. Project milestones and timeline

S. No.	Milestone	Timeline
1	Issuance of Letter of Intent (LoI) / Intimation Letter to the successful bidder	T1
2	Unconditional acceptance of LoI / Intimation Letter by successful Bidder	T1 + 03 days
<i>Petition filing by JDVVNL to RERC for adoption of discovered levelized tariff for the solar power plant</i>		
3	Issuance of work order after approval of discovered	T2

S. No.	Milestone	Timeline
	tariff by RERC (tentatively 01 month) to the successful bidder	
4	Unconditional acceptance of work order by successful Bidder	T2 + 03 days
5	Submission of Performance Bank Guarantee (PBG), Team mobilization and Site survey	T2 + 01 month
6	Signing of PPA between selected bidder (SPG) and RUVITL (on behalf of JDVVNL)	T2 + 02 Months
7	Completion of design, supply, installation, testing and commissioning of the SPV power plant and associated 33 kV OR 11 kV line for connecting solar power plant with concerned substation	T2 + 09 months
8	Operation and maintenance of power plant and associated 33 kV OR 11 kV line	25 years from COD (unless extended by both the parties on mutual agreement)

D.10. Clearances required from the state government and other local bodies

- a) The SPG is required to obtain necessary clearances and permits as required for setting up the Solar Power Project, including but not limited to the following:
 - i. Approval for water from the concerned authority (if applicable) required for the solar power plant and/or, associated 33 kV OR, 11 kV line (as the case may be).
 - ii. Any other clearances (forest dept., etc) as may be legally required, in order to establish and operate the solar power plant and/or, associated 33 kV OR, 11 kV line (as the case may be).
- b) The above clearances, as applicable for the solar power plant and/or, associated JDVVNL prior to commissioning of the Project. In case of any of the clearances as indicated above being not applicable for the said Project, the SPG shall submit an undertaking in this regard, and it shall be deemed that the SPG has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the SPG. The SPG shall coordinate with JDVVNL in case of any clarifications.
- c) Any cost associated with getting the above required clearances for the project shall be borne by the SPG only.

D.11. Applicable Land Lease Rent

- a) 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 RfS (as per SKAY Scheme) shall be applicable as per following for initially 26 years (including 25 years PPA duration):

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

- b) The above applicable annual lease rent (Rs. per hectare) shall be **escalated 5% every two years**.
- c) Solar Power Plant developer to pay the agreed lease rent amount to the land-owner / farmer, authorized individual directly as per agreement payable during plant installation and commissioning phase (*i.e. 09 months from date of issuance of LoA*).
- d) JDVVNL / RUVITL to pay the applicable land lease rent (after signing of **bi-partite agreement** between land owner / farmer & developer and after signing of tripartite agreement (format enclosed as **Annexure - II**) between land owner / farmer, developer & RUVITL) directly to the land-owner / farmer or, authorized individual after recovering the same from the monthly energy payables to developer after commissioning of the solar power plant, if applicable.
- e) The applicable lease rent under the scheme shall be payable to the land-owner / farmer or, authorized individual only after meeting following conditions as below:
- Work for setting up a solar PV project on the referenced land is awarded to a developer by JDVVNL;
 - The selected developer has executed **bi-partite land lease agreement** with the land-owner / farmer for the land registered.

Note: For more details about the SKAY Scheme including its modalities, please visit <https://skayrajasthan.org.in>

D.12. Notice Board for display at site

- a) The selected bidder will have to put a notice board (atleast 180 cm x 120 cm) at its project site main entrance prominently displaying the following message before declaration of COD:

..... MWp Grid Connected Solar PV Project
 Owned and operated by ...<insert name of the selected bidder>...
 Implemented by <DISCOM name> under Component C (Feeder Level Solarization) of
 PM-KUSUM Scheme
 ...<Name of location, district>..., Rajasthan

SECTION - E:**ELIGIBILITY & QUALIFICATION****E.1. Eligibility Requirement**

1.1.1. The detail of eligibility requirements is provided in the table below. The bidders are required to furnish the required supporting documents along with the Technical Bid.

S. No.	Criteria	Documents Required
1.1.	Bidder can be sole/ single bidder OR, Joint Venture (JV) of up to 2 (two) members, with one of the members as a Lead Member.	In case of JV, Deed of Undertaking
1.2.	<p>The Bidder should have any of the following legal status:</p> <ul style="list-style-type: none"> a) Body incorporated in India under the Companies Act, 2013 including any amendment thereto; OR b) Body incorporated in India under the Limited Liability Partnership (LLP) Act, 2008 including any amendment thereto; OR c) Firm registered under Partnership Act, 1932 in India; OR d) Sole Proprietor; OR e) Any land owner / farmer / individual f) Group of Farmers / Land Owners / Cooperatives / Panchayats / Farmer Producer Organisations (mandatory to submit Power of Attorney in favor of nominated Farmer / Land Owner as per Format K.24) <p>In case of JV, all the members must fulfill this requirement and submit the documents as per the RfS document.</p>	<ul style="list-style-type: none"> a) In case of Company – Copy of Registration/ Incorporation Certificate b) In case of LLP – Copy of Deed of LLP Partnership c) In case of Partnership – Copy of Deed of Partnership d) In case of Sole Proprietor – Duly notarized Undertaking from Sole proprietor e) In case of land-owner / farmer / individual – Copy of any government issued identity proof f) In case of “Body incorporated in India under the Companies Act, 2013 including any amendment thereto” OR, “Body incorporated in India under the Limited Liability Partnership (LLP) Act, 2008 including any amendment thereto” OR, “Firm registered under Partnership Act, 1932 in India” – Copy of Board of Directors (BoD) resolution towards the authorized signatory, Memorandum of Association (MoA) and Articles of Association (AoA) shall be submitted.

S. No.	Criteria	Documents Required
		g) In case of Group of Farmers / Land-Owners / Cooperatives / Panchayats / Farmer Producer Organisations – Mandatory to submit Power of Attorney in favor of nominated Farmer / Land-Owner as per Format K.24
1.3.	The Bidder must have valid PAN Number In case of JV, all the partners of the JV shall collectively meet this criteria.	Copy of Pan Card
1.4.	<p>The bidders should be qualified, not be insolvent, not be in receivership, should not have a conflict of interest, not be bankrupt or being wound up, should not have affairs administered by a court or a judicial officer, should not have business activities suspended.</p> <p>1. The bidder shall not be eligible to participate in a procurement process of any procuring entity if he is blacklisted / debarred by any utility/ Government agency of all over India, if he has been convicted of an offence:</p> <ul style="list-style-type: none"> 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. <p>2. In case a bidder has been blacklisted / debarred for the offences / grounds other than enumerated 1 above by any Rajasthan Discoms, then the debarment shall be limited to such Discom only and not to others.</p> <p>In case of JV, all the members must fulfill this requirement.</p>	<p>The bidder shall provide an Undertaking as per the Format K.17.</p> <p>In case of JV, all the members must submit the undertaking as per the Format K.17.</p>
2.1.	The bidder must submit a Power of Attorney (POA) authorizing a person to sign the	Sole Bidder to provide POA as per the applicable Law as

S. No.	Criteria	Documents Required
	<p>documents on behalf of the Bidder, submit technical, commercial information and attend meetings on behalf of the Bidder.</p> <p>In case of JV, all the JV members must submit individual PoA with supporting BoD resolution, except in case of land owner / farmer wherein only undertaking in this regard is to be submitted along with combined PoA (signed by individual authorized person of each JV member)</p>	<p>provided in SECTION - K: Format K.2</p> <p>In case of JV, Undertaking by JV as per the Format K.4 and POA as per the format provided in Format K.3</p>
2.2.	<p>The bidder should have “No Conflict of Interest” as defined in SECTION - G: clause 5.1.5 of this RfS document. Bidders have an obligation to disclose any situation of actual or potential conflict of interest. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract.</p> <p>In case of JV, all the members must fulfill this requirement.</p>	<p>The bidder shall provide an undertaking as per the format provided in as per the Format K.11</p> <p>In case of JV, all the members shall submit the undertaking as per the Format K.11</p>
2.3.	<p>The bidder should submit token of acceptance of RfS.</p>	<p>The bidder shall provide an undertaking in this regard as per the Format K.21</p>

E.2. Qualification Requirement

The details of qualification requirements are provided in the table below. The bidders are required to furnish the required supporting documents along with the Technical Bid.

S. No.	Criteria	Documents Required
1.1.	Technical Criteria	
1.1.1.	<p>Bidder shall be required to submit an undertaking on non-judicial stamp paper of Rs. 500 towards ensuring availability of required clear title land of adequate size / sufficient size (as per plant capacity) for the quoted capacity in prescribed format.</p> <p>A bidder can submit bid for one or more than one solar power plant listed in the bid document.</p> <p>In case of JV, all the partners of the JV shall collectively meet this technical criteria.</p>	<p>Bidder shall be required to submit an undertaking on non-judicial stamp paper of Rs. 500 towards ensuring availability of required clear title land of adequate size / sufficient size (as per plant capacity) for the quoted capacity in prescribed Format K.22</p>
1.2.	Financial Criteria	
1.2.1.	<p>In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, following financial qualification requirement is to be met by the bidder:</p> <p>(1) For land owner(s) / farmer(s) / any individual / Cooperatives / Panchayats / Farmer Producer Organisations with required land for project(s) as sole bidder:</p> <p>An undertaking on non-judicial stamp paper of Rs. 500 certifying having ownership of assets (movable and immovable) of atleast 20% of the total cost of quoted capacity by the bidder, where total cost to be calculated @ Rs. 3.5 Crores per MW.</p> <p style="text-align: center;">AND</p> <p>An undertaking on non-judicial stamp paper of Rs. 500 certifying having access to adequate financial tie-up (with lending institutions / banks / etc) for setting up the quoted capacity.</p> <p>(2) For others (any firm):</p> <p>The Bidder should have Minimum Annual Average Turnover (MAAT) of value of 30% of total cost of quoted capacity calculated @ Rs.</p>	<ol style="list-style-type: none"> <u>In case of land owner(s) / farmer(s) / any individual / Cooperatives / Panchayats / Farmer Producer Organisations</u> - Undertaking for having ownership of assets (movable and immovable) on non-judicial stamp paper of Rs. 500 in prescribed Format K.23 <u>In case of land owner(s) / farmer(s) / any individual / Cooperatives / Panchayats / Farmer Producer Organisations</u> - Undertaking for having access to adequate financial tie-up (with lending institutions / banks / etc) on non-judicial stamp paper of Rs. 500 in prescribed Format K.25 <u>In case of others (any firm)</u> - Certificate fulfilling required financial criteria in the name of Bidder duly certified by

S. No.	Criteria	Documents Required
	<p>3.5 Crores per MW during the last three financial year (i.e. FY 2021-22 to FY 2023-24) <i>e.g. if the bidder has intends to bid for 10 MW capacity then it must have minimum annual average turnover of Rs. 10.5 Crores (10 MW x Rs. 3.5 Crores per MW x 30%).</i></p> <p>It is hereby clarified that “Other Income” as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.</p>	<p>Practicing Chartered Accountant as per the format provided in Format K.10, duly mentioning UDIN</p> <p>4. <u>In case of others (any firm)</u> - Firm’s Annual Audited Balance sheet and Profit & Loss statement for last three years i.e., FY21-22 to FY23-24.</p>

2.1.1. Key Information regarding Documentary proofs

- a) The bidder must fill up above information clearly in enclosed sheet and attach all required documents in support as at a glance in Technical Bid.
- b) If supporting documents are not attached for each eligible criterion above, the bid may be rejected without further reference.
- c) **In case a bidder submits bid for more than one solar power project in a DISCOM, the technical and financial qualification criteria shall be evaluated based on the cumulative capacity in a DISCOM for which the bid(s) has been submitted. In case, the bidder doesn’t meet the eligibility criteria collectively for the quoted solar power plant(s), however meets only for the lower solar PV capacities, in such cases, JDVVNL shall consider their bids in their order of preferences as mentioned under Format K.5 (Sr. No. 9) of this RfS Document.**
- d) **It shall be mandatory for the bidder to submit an undertaking mentioning list of SPV plants for which the bidder has submitted the price bid, in the technical proposal and the price bid for only those plants will be considered / evaluated.**
- e) In case, instead of single large land parcel required for the solar power plant, multiple land parcels are available, a Solar Power Generators (SPG) can install multiple solar power plants and inject power through a single 33 kV or 11 kV (as the case may be). However, preference shall be given to single large land parcel over multiple land parcels of same quantum of land.

E.3. Joint Venture Participation

- 3.1.1.** Unless otherwise mentioned in Key Bid Data in SECTION - C:, bids submitted by a joint venture having not more than two partners with one partner as lead partner, if allowed as per stipulated Qualification Requirements, shall comply with the following requirements:
- i. The bid shall include all the information required as described above for each joint venture partner.
 - ii. The bid shall be signed so as to be legally binding on both the partners.

- iii. One of the partners responsible for performing a key component of the contract shall be designated as leader; this authorization shall be evidenced by submitting with the bid a power of attorney signed by legally authorized signatories as per Format.
- iv. The leader shall be authorized to incur liabilities and receive instructions for and on behalf of any and both the partners of the joint venture, and the entire execution of the contract, including payment, shall be done exclusively with the leader.
- v. All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.
- vi. A copy of the agreement entered into by the joint venture partners shall be submitted with the bid as per **Format K.4**, including interalia delineation of responsibilities and obligations of each partners appended thereto, notwithstanding the joint and several liability.
- vii. The joint venture agreement should indicate precisely the responsibility of all members of JV in respect of planning, design, survey, manufacturing, supply, installation and commissioning.
- viii. All members of JV should have active participation in execution of the contract. This should not be varied / modified subsequently without prior approval of JDVVNL / RUVITL.
- ix. In order for a joint venture to qualify, both the partners must **collectively** meet the minimum criteria listed in the Qualification Requirement for the Bidder for an individual Bidder for the component of the contract they are designated to perform. Failure to comply with this requirement will result in rejection of the joint venture bid.
- x. For one SPV plant, A firm can be a partner in only one joint venture; bids submitted by joint ventures including the same firm as partner for the same SPV plant will be rejected.

SECTION - F: SUBMISSION OF BIDS

F.1. Sale of RfS Document

- 1.1.1. The sale / download of RfS Document shall commence as per the date specified in SECTION - C: The complete RfS Document is also placed on the Bidding Portal specified in SECTION - C: The prospective Bidders are permitted to download the RfS Document from Bidding Portal or, www.energy.rajasthan.gov.in/JdVVNL but must pay the cost of Tender Document and E-procurement processing fees while submitting the Bid to JDVVNL in the manner prescribed in the RfS Document.

F.2. Local Conditions

- 2.1.1. It will be imperative on each Bidder to fully acquaint himself of all local conditions and factors which may have any effect / bearing on the execution of the works covered under this RfS Document. JDVVNL, as applicable, shall not entertain any request for clarifications from the Bidder, regarding such local conditions, post award of contract. It must be understood and agreed that such factors have properly been investigated and considered while submitting the Bid. No claim for financial adjustment to the contract awarded under this RfS Document will be entertained by the JDVVNL as applicable. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the JDVVNL as applicable, which are based on the lack of such clear information or its effect on the cost of the works to the Contractor. The Contractor can take few visits of plant location and /or, consumers to get acquainted with local conditions, if required.

F.3. Amendment of Bidding Document

- 3.1.1. At any time prior to the deadline for submission of the Bids, JDVVNL may amend the RfS document by issuing Corrigendum / Addenda.
- 3.1.2. Any Corrigendum / Addendum issued shall be a part of the RfS document and shall be communicated on the Bidding Portal.
- 3.1.3. To give prospective Bidders reasonable time in which to take a Corrigendum / Addendum into account in preparing their Bids, JDVVNL may, at its discretion, extend the deadline for the submission of the Bids.
- 3.1.4. Any change in date of submission and opening of bids would be published on Bidding Portal.

F.4. Submission of Bid Security

- 4.1.1. The bidder need to submit bid security of **Rs. 1 Lakh per MW** of the estimated cost by way of DD / Banker's Cheque in favour of **"Jodhpur Vidyut Vitran Nigam Limited"** payable at **Jodhpur** OR Bank Guarantee ("BG") in favour of **"The Incharge (RE-DSM CELL), JDVVNL, Jodhpur"** from any scheduled commercial bank in India.
- 4.1.2. The Bank Guarantee for bid security shall be executed on Rajasthan Non-Judicial Stamp (NJS) Paper worth 0.25% of BG value (Maximum Stamp Duty of Rs. 25,000). 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.

- 4.1.3.** Government undertakings PSUs are exempted for Bid Security deposition on producing certificate issued by competent authority in Hard Copy in envelope-1 and also with online bid.
- 4.1.4.** As per RTTP Act 2013, Rule 42 (2) in case of open competitive bidding, two-stage bidding, rate contract, bid security shall be Rs. **1 Lakh per MW** or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of small-scale industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than small scale industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the Estimated cost of the lot(s). Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted participating in the procurement process shall be required to furnish the bid security as specified in the tender document.
- 4.1.5.** Bid security shall remain valid for a period of thirty (30) days beyond the original validity period (180 days), and further beyond any extension subsequently requested. In case of submission of the Bid Security in form of Bank Guarantee (BG), bid security shall be submitted in standard format.
- 4.1.6.** The Bid Security will be refunded to all the Bidders within 30 days after execution / signing of the contract with successful bidder and Performance Bank Guarantee (PBG) is obtained from successful bidder.
- 4.1.7.** Bid Security of a bidder lying with the JDVVNL in respect of other bids awaiting decision will not be adjusted towards bid security for the fresh bids.
- 4.1.8.** No interest shall be paid by JDVVNL on the Bid Security.
- 4.1.9. Forfeiture of Bid Security:** The Bid Security taken from the Bidder shall be forfeited in the following cases:-
- i. If the Bidder modifies/ withdraws its Bid except as per the provisions specified in this Tender Document;
 - ii. If the Bidder withdraws its Bid before the expiry of the Bid validity period;
 - iii. If the successful bidder fails to provide the Performance Security to Discom and execute the Contract within the stipulated time or any extension thereof provided by Discom;
 - iv. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
 - v. If the successful Bidder does not accept the Letter of Intent unconditionally within three (03) days of issue of Letter of Intent or the period as extended by JDVVNL.
 - vi. If the Bidder breaches any provision of code of integrity prescribed for the Bidders specified by JDVVNL.

- vii. In the event of a bidder not responding to further negotiations as required for selection of Successful Bidder, JDVVNL reserves the right to forfeit the Bid Security Deposit amount furnished by such Bidders.

F.5. Submission of Bids

- 5.1.1.** Single stage Two-part system (tariff based competitive) bidding modality shall be followed under this RfS.
- 5.1.2.** E-procurement system shall be followed for the bidding as per the RTPP Act 2012 and RTPP Rules 2013.
- 5.1.3.** The Bidder would ensure that all the required documents, as mentioned in this RfS Document, are submitted along with the Bid and in the prescribed format and manner only. Non-submission of the required documents or submission of the documents in different format / contents & different manner may lead to the rejections of the Bid submitted by the Bidder.

F.6. Language of Bids

- 6.1.1.** Bidders are required to furnish all information and documents as called for in this RfS document in **English Language**. Any printed literature furnished by the bidder may be in another language, provided that this literature is accompanied by an English translation, in such case, for the purpose of interpretation of the document, the English version will govern.

F.7. Submission of Technical Bid (Part 1)

- 7.1.1.** The technical bid comprises of:
- i. Submission of DD/Banker's Cheque only of prescribed value towards the cost of tender document and RISL e-procurement processing fees, in original Physical/ Hard Form at the office of **Incharge (RE-DSM) Cell , New Power House, JDVVNL Jodhpur** by next day from the scheduled date & time of online bid submission. Also, submission of original bid security at the office of **Incharge (RE-DSM) Cell , New Power House, JDVVNL Jodhpur** by next day from the scheduled date & time of online bid submission.
 - ii. Online submission of technical bid / proposal covering following prior to the scheduled date and time of bid submission:
 - a. Scanned copy of document towards cost of tender document, bid security and RISL e-procurement fees at eproc Rajasthan Portal;
 - b. Documents / certificates pertaining to eligibility, qualification and other requirements in the prescribed format enclosed in this RfS (except Price Bid).
 - iii. Submission of certificates / documents required to be submitted on non-judicial stamp paper e.g. undertaking towards non-blacklisting or non-debarment, Joint venture agreement, power of attorney / sole proprietor undertaking, etc at the office of the **The Incharge (RE-DSM CELL)**,

JDVVNL ,Jodhpur by next day from the scheduled date & time of online bid submission.

F.8. Submission of Price Bid:

- 8.1.1.** Bidders shall quote their lowest levelized tariff in Rs. per kWh for selling the power generated by solar power plant to JDVVNL for 25 years (unless extended by both the parties on mutual agreement) from date of CoD (commercial operations date).
- 8.1.2.** The tariff has to be quoted up to three places of decimal only. If it is quoted with more than three digits after decimal, it shall be ignored after first three decimal places. (For e.g. if the quoted tariff is INR 2.3357 / kWh, then it shall be considered as INR 2.335 / kWh).
- 8.1.3. SPG to get eligible CFA as per scheme guidelines issued by MNRE (in-line with MNRE Order Dated 01.03.2024) as mentioned below. Therefore, bidders are advised to quote their levelized tariff considering the CFA benefit as well.**
- First release of 30% of the eligible CFA shall be released on completion of 30% of the total work;
 - Second release of 30% of the eligible CFA shall be released on completion of 75% of the total work; and
 - Final release of 40% of the eligible CFA shall be released on the successful completion of the total work. This 40% shall be released through JDVVNL on successful operation and performance of the solar plant for six (06) months after the commissioning, with achievement of at least one (01) month CUF as per the minimum CUF agreed in PPA.
- 8.1.4.** Price bid in form of price schedule shall be uploaded by the bidder on Bidding Portal before scheduled due date and time for submission of bids. Indicative price bid format enclosed as **Format K.19**.
- 8.1.5.** Due intimation shall be given to technically and commercially cleared bidders about date and time of opening of prices bids on bidding portal.
- 8.1.6.** If price offer is submitted in technical bid, such bids will be rejected in technical bid evaluation stage and will not be considered for further process to conclude the bid.

F.9. Cost of Bidding:

- 9.1.1.** The Bidder shall bear all costs associated with the preparation and submission of its Bid, and JDVVNL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

F.10. Alternative Bids:

- 10.1.1.** Alternative bids shall NOT be considered at all.

F.11. Period of Validity of Bids:

- 11.1.1.** Bids shall remain valid for **90 days** from the date of opening of Technical Bid as prescribed by JDVVNL. A Bid valid for a shorter period shall be rejected and treated as non-responsive.

11.1.2. In exceptional circumstances, JDVVNL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

F.12. Format and Signing of Bid

12.1.1. The bid forms / templates / annexure etc., wherever applicable, shall be typed or written in indelible ink and **mandatory Format K.21** shall be signed by a person duly authorized by Bidder to sign as a token of acceptance of all the terms and conditions of the RfS Document. This authorization shall consist of a written confirmation in the form of Power of Attorney as specified in the RfS document and shall be attached to the bid.

12.1.2. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the authorized person signing the bid.

12.1.3. The bid documents shall be properly checked before uploading for submission of Bids.

12.1.4. The bid, duly signed (digitally) by Auth. Signatory, shall be uploaded on the Bidding portal in respective file / format.

12.1.5. Bidders must submit their bids online at Bidding Portal. Bids received by another other means except as desired in this RfS Document shall not be accepted.

12.1.6. If bids are not submitted as per the details mentioned in this RfS document and Bidding Portal, JDVVNL shall reject the bid.

12.1.7. Bidders are required to carefully go through the instructions included in the RfS Document and furnish complete information, necessary documents and schedules.

12.1.8. The Bidder shall sign the bid on each page and also at the specified location. Each and every paper enclosed must be given a page no. like 1,2,3,.....etc. & a bid summary must be enclosed along with covering letter on the Letter Head of the firm in the following format:

S.No.	Particulars/brief of information/ schedule/ Annexure	Page No:
1.		
2.		
3		
.....		
	Total Page	

Signature of Authorized Signatory, Seal of Entity, Date and Place

F.13. Withdrawal, Substitution, and Modification of Bids

13.1.1. A Bidder may withdraw its bid or re-submit its bid (technical and/ or financial cover) as per the instructions / procedure mentioned at Bidding Portal under the section "Bidder's Manual Kit", but not after bid submission end date and time.

13.1.2. Bids withdrawn shall not be opened and processed further by JDVVNL.

SECTION - G:

BID OPENING & EVALUATION

G.1. Bid Opening

- 1.1.1.** JDVVNL will first perform the technical bid opening, which is a critical event in the bidding process. This shall be done online on the stipulated time.
- 1.1.2.** After opening of Bids and till final selection of successful Bidder, no correspondence of any type will be entertained, unless called for by JDVVNL. Any type of uncalled for clarifications on prices and or rebates shall not be accepted.

G.2. Confidentiality

- 2.1.1.** Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the contract award.
- 2.1.2.** Any attempt by a bidder to influence JDVVNL or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of his bid.

G.3. Clarification of Bids

- 3.1.1.** To assist in the examination, evaluation, comparison and qualification of the bids, the JDVVNL may, at its discretion, ask any bidder for a clarification regarding its bid. The JDVVNL request for clarification and the response of the bidder shall be in writing.
- 3.1.2.** Any clarification submitted by a bidder with regard to its bid that is not in response to a request by JDVVNL shall not be considered.
- 3.1.3.** No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial bids.
- 3.1.4.** No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
- 3.1.5.** All communications generated under this rule shall be included in the record of the procurement proceedings.

G.4. Conflict of Interest

- 4.1.1.** JDVVNL 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 JDVVNL procurement ethics, the bidders, suppliers, and contractors under contracts, observe the highest standard of ethics, JDVVNL 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.

- 4.1.2.** Conflict of interest will be determined in accordance with clause 81 of the Rajasthan Transparency in Public Procurement Rules (RTPP) 2013.
- 4.1.3.** Further, it may be considered to be in a conflict of interest with one or more parties in the bidding process if
- a) they have controlling shareholders in common; or
 - b) it receives or have received any direct or indirect subsidy from any of them; or
 - c) they have the same legal representative for purposes of the Bid; or
 - d) 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 Bidder, or influence the decisions of JDVVNL regarding this bidding process.

G.5. Technical Bid opening and evaluation:

- 5.1.1.** The first part (Technical Bid submitted online) of only those bidders will be opened by JDVVNL whose required documents as mentioned at clause F.7.1.i of this RfS are received at the office of **Incharge (RE-DSM) Cell , New Power House, JDVVNL Jodhpur** *[for cost of tender document, e-processing fees and bid security]* by next day from the submission of online bid documents. Documents received after the bid submission deadline, shall be rejected and returned unopened, if super-scribed properly with address, to the bidder. Online submitted technical bid of such bidders shall NOT be opened.
- 5.1.2.** If the above highlighted documents are received in order and as per the schedule, JDVVNL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, JDVVNL may seek clarifications / additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications / additional documents sought by JDVVNL within the stipulated timeline. All correspondence in this regard shall be made through email / bidding portal. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. JDVVNL shall not be responsible for rejection of any bid on account of the above.
- 5.1.3.** The response to RfS submitted by the Bidder shall be scrutinized to establish Technical eligibility as per RfS.
- 5.1.4.** However, it may be noted that if only one or two Bidder(s) is/are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of JDVVNL. Thereafter, JDVVNL will take appropriate action as deemed fit.
- 5.1.5.** Bids considered non-responsive are liable for disqualification / rejection for the following reasons:

- a) Bid is not received by the due date & time and Bids is not accompanied with the required documents & schedules.
- b) Bid not submitted in accordance with RfS document.
- c) Bid do not meet the minimum eligibility criteria as mentioned in the bidding document.
- d) Bids is not accompanied by Bid Security / Cost of Tender Document / RISL E-procurement processing Fees.
- e) Conditional Bid shall be rejected.
- f) Proposal is not valid for at least three (03) months from the date of opening of online Technical Bid.
- g) During validity of the Bid or its extended period, if any, Bidder increases his quoted prices.
- h) Desired certificates in the required in the RfS not attached by the bidder.
- i) Prices not quoted in prescribed Performa / schedule.
- j) Bidder has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- k) Bidder is found to have a record of poor performance such as abandoning work, not properly completing the contract, inordinately delaying completion, being involved in major litigation or financial failures, etc.
- l) Bidder failed to provide clarifications related thereto, when sought.
- m) Bidder has submitted more than one bid. This will cause disqualification of all Bids submitted by such Bidders including forfeiture of the Bid Security.
- n) Bidder who is found to canvass, influence, or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification shall be disqualified from the process at any stage.
- o) Bid is not meeting any other pre-requisite as spelt out elsewhere in this document.

G.6. Financial Bid Opening:

- 6.1.1.** JDVVNL shall refer the evaluation report to the Competent Authority of JDVVNL, which reserves the right to reject any Bid which is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by JDVVNL in respect of such Bids.
- 6.1.2.** The Price Bid shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical bids.
- 6.1.3.** The Bidders which could not qualify in technical evaluation will be informed about this fact. Their financial bid will be remain unopened for such Bidders.

G.7. Financial Evaluation:

- 7.1.1.** To evaluate a bid, JDVVNL shall consider the following: -
- a) The bid price as quoted in accordance with RfS document.
 - b) Price adjustment for correction of arithmetic errors in accordance with RfS document.
- 7.1.2.** JDVVNL evaluation of a bid will exclude and not take into account any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.
- 7.1.3.** The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central / State Government / Local Authorities.
- 7.1.4.** if there is a discrepancy between words and figures, the amount in words shall prevail.
- 7.1.5.** The Bidder will have to submit a single bid quoting a single levelized tariff in Rs. per kWh for supplying power from solar plant for 25 years (unless extended by both the parties on mutual agreement) without any escalation.
- 7.1.6.** The tariff has to be quoted **up to three places of decimal only**. If it is quoted with more than three digits after decimal, it shall be ignored after first three decimal places. (For e.g. if the quoted tariff is INR 2.3357 / kWh, then it shall be considered as INR 2.335 / kWh).
- 7.1.7.** Financial offers will be arranged in the ascending order for each lot, of their levelized tariff in the respective price bid i.e. L-1, L-2, L-3, L-4, L-5,Ln.
- 7.1.8.** If same tariff is quoted by two or more Bidders, then '**Lottery System**' shall be incorporated. Wherever there are more than one bidder quoting the same price at any level, their ascending order would be determined on the basis of draw of lottery in presence of the bidder who wishes to be present. Where the firms are required to be identified by way of draw of lottery, such draws would be taken at the level of respective purchase committee except for purchase cases failing within the competence of corporate level purchase committee, such draw shall be made by CE level Committee.
- 7.1.9.** Further, the Bidder with the highest Tariff in the Bid will be called the "H1 Bidder".
- 7.1.10.** If only single bid is received and no competition is found, then decision of the Competent Committee of JDVVNL for consideration of the bid will be final.

G.8. Negotiations

- 8.1.1.** Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- 8.1.2.** The Competent Committee appointed by JDVVNL shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.

- 8.1.3.** The lowest or most advantageous bidder shall be informed in writing either through registered letter and/or, email. In case of urgency the Competent Committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- 8.1.4.** Negotiations shall not make the original offer made by the bidder inoperative. The Competent Committee shall have option to consider the original offer in case the bidder decides to increase tariff originally quoted or imposes any new terms or conditions.
- 8.1.5.** In case of non-satisfactory achievement of tariff from lowest or most advantageous bidder, the Competent Committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite bids OR, to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work / supply order be awarded to the bidder who accepts the counter-offer. This procedure can be used in exceptional cases only.
- 8.1.6.** In case the tariff even after the negotiations is considered very high, fresh bids shall be invited.

G.9. Right to Reject by JDVVNL

- 9.1.1.** JDVVNL 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 JDVVNL action.

SECTION - H:

AWARD OF CONTRACT

H.1. Award of contract

- 1.1.1. Based on the results of the financial evaluation, JDVVNL shall identify the L1 Bidder (after negotiation and final decision by JDVVNL) for each SPV power plant i.e. bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated financial bid for each SPV power plant. Further provided that the Bidder is determined to be qualified, as per the Qualification Requirement specified in RfS document to perform the contract satisfactorily.
- 1.1.2. The selected bidder shall be required to **submit copy of GST Registration Certificate before the successful commissioning of the solar power projects under Component C (feeder level solarization) of PM-KUSUM Scheme, however selected bidder / successful solar power developer is required to submit acknowledgement of GST Certificate at the time of submission of document related to Special Purpose Vehicle (SPV) / signing of Power Purchase Agreement (PPA).**
- 1.1.3. **A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e., a Project Company especially incorporated / acquired as a subsidiary Company of the successful bidder for setting up of the Project, with at least 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA.**
- 1.1.4. If the selected bidder wishes to execute the project through SPV, the Memorandum of Association (MoA) / Articles of Association (AoA) of the SPV highlighting the relevant provision which highlights the objects relating to Solar Power Plant development has to be submitted to the Nodal officer prior to signing of PPA.
- 1.1.5. **The successful bidder shall be awarded the contract / work order only after approval of the discovered tariff by hon'ble RERC (tentatively 01 month).**

H.2. RERC approval

- 2.1.1. The bidders should note that after discovery of L1 price, completion of negotiations and acceptance of Lol by the successful bidder, work order and further contract processing will be done with the successful bidder only after adoption of discovered L1 levelized tariff by RERC. **(Note: The expected time of RERC approval on discovered tariff shall be tentatively 01 month).**
- 2.1.2. For this, JDVVNL / RUVITL shall file petition for the adoption of the discovered levelized tariff as well as the tariff applicable for energy import by the solar power plant.

H.3. Performance Bank Guarantee

- 3.1.1. The successful bidder "OR" in the name of Special Purpose Vehicle (SPV) shall be required to furnish Performance Bank Guarantee of **(Rs. 5 Lakhs per MW for bid quantity / capacity in MWp)** within 01 month from date of issue of Work order. The

Performance bank guarantee shall be returned after 02 months of commissioning of the project.

- 3.1.2.** The Performance Bank Guarantee shall be in the Form of unconditional Bank Guarantee as per the **Format K.18** in favour of “ **The Incharge (RE-DSM CELL), JDVVNL ,Jodhpur**” and to be submitted at the office of Incharge (RE-DSM) Cell , New Power House, JDVVNL Jodhpur.
- 3.1.3.** It shall be responsibility of selected bidder “OR” Special Purpose Vehicle (SPV) to get the PBG extended, if required, such that it is valid till 02 months after date of commissioning of project.
- 3.1.4.** Non submission of PBG within the above mentioned timelines shall be treated as follows:
- (a) Delay upto 01 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 selected bidder to JDVVNL 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 01 month from the due date of submission of PBG: The Project shall stand terminated.
- 3.1.5.** For the purpose of calculation of the above delay charges, “month” shall be considered as a period of 30 days. The selected bidder shall furnish the PBG from any Government bank and in case of private bank as enlisted in SECTION - C: of this RfS.
- 3.1.6.** In case of award of the contract to a Joint Venture, the Bank Guarantees for performance bank guarantee shall be submitted in the name of all the partner(s) of the Joint Venture “OR” in the name of Lead/other Partner in the Joint Venture submitting the bid “**OR**” in the name of **Special Purpose Vehicle (SPV)**.
- 3.1.7.** The BG for performance bank guarantee shall be executed on Rajasthan Non-Judicial Stamp Paper worth 0.25% of BG value or Rs. 25,000/- whichever is lower.

H.4. Forfeiture of Performance bank guarantee:

- 4.1.1.** Apart from cases mentioned in the RfS regarding forfeiture of Performance bank guarantee, the Performance bank guarantee amount in full or part may also be forfeited in the following cases:
- a) Failure in executing the PPA;
- b) When the terms and conditions of contract is breached / infringed by the SPG;
- c) When contract is being terminated due to non-performance by the SPG.
- Notice of reasonable time will be given in case of forfeiture of Performance bank guarantee deposit. The decision of the JDVVNL, as applicable, in this regard shall be final.

4.1.2. No interest will be paid by JDVVNL on the amount of Performance bank guarantee.

H.5. Signing of PPA:

- 5.1.1. Power Purchase Agreement (PPA) shall be signed, (after unconditional acceptance of Work Order by Contractor and submission of PBG) **within 02 months from date of issuance of Letter of Award (LoA)**. The **successful developer will also submit PBG for acceptance of JDVVNL as per timeline prescribed in RfS and in line with draft format enclosed as Format K.20**. The PPA shall be valid for a period of 25 years from COD as per provisions of PPA. Any extension of the PPA period beyond 25 years shall be through mutual agreement between the SPG and RUVITL / JDVVNL.
- 5.1.2. If the bidder, whose bid has been accepted, fails to furnish the required PBG or fails to sign a PPA within specified period, JDVVNL shall take action against such bidder as per the provisions of the RTPP Act and rules. JDVVNL may, in such case, may cancel the tender process or if it deems fit, offer the L1 tariff to the next lowest or most advantageous bidder for acceptance, in accordance with the criteria and procedures set out in this RfS.
- 5.1.3. The bidder shall be asked to execute the PPA on a non-judicial stamp of Rajasthan State of **Rs. 500 or the prevailing stamp duty whichever is higher** and shall be submitted to the office of InCharge (RE-DSM), JDVVNL, Jodhpur.
- 5.1.4. All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the SPG.
- 5.1.5. **Penalty due to delay in signing of PPA:** In case the selected bidder / successful solar power developer fails to execute the Power Purchase Agreement (PPA) within the stipulated time period (i.e, within 02 months from the date of issuance of LoA), the amount equivalent to Bid Security / EMD shall be recovered from Bid Security / Performance Bank Guarantee available with JDVVNL as penalty.

H.6. Reservation of Rights

- 6.1.1. To take care of unexpected circumstances, JDVVNL shall reserve the rights for the following:
- Extend the closing date for submission of the bids.
 - Amend the bidding requirements at any time prior to the closing date, with the amendment being notified to prospective bidders.
 - Seek information from or negotiate with one or more of the bidders on any issue at any time and to continue to negotiate with one or more of the bidders.
 - Discontinue negotiations at any time with any bidder.
 - Allow a bidder to change its technical proposal if the same opportunity is given to all bidders.
 - To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone or more of the articles for which bid has been invited or distribute items of stores to more than one bidder.

- g) Terminate or abandon the Tender procedure or the entire Project whether before or after the receipt of Bids.
- h) Seek the advice of external consultants to assist JDVVNL in the evaluation or review of Bids.
- i) Make enquiries of any person, company, or organization to ascertain information regarding the bidder and its Bid.
- j) Reproduce for the purposes of the procedure the whole or any portion of the Bid despite any copyright or other intellectual property right that may subsist in the Bid.

SECTION - I: PAYMENT CONDITIONS

I.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 JDVVNL 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 as per work order,** 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 (1st) day and up to and including the fifteenth (15th) day of a Month, the first Monthly Bill shall be issued for the period until the last day of such Month, or
 - ii. if the date of commencement of supply of power falls after the fifteenth (15th) day of a Month, the first Monthly Bill shall be issued for the period commencing from the Delivery Date until the last day of the immediately following Month.
- 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.

I.2. Inspection and Testing of Meters

- a) JDVVNL 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 JDVVNL, and shall be opened, tested, or calibrated in the presence of both the parties.

I.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.

I.4. Billing and Payment

4.1.1. General

- a) From the Commercial Operations Date of the solar power plant, RUVITL (on behalf of JDVVNL) 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 JDVVNL), 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, kVA_{rh}, kVA_h, 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 (shall be included before signing of PPA).
 - (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 Land Lease Agreement including cancelled cheque and Passbook Copy.

(17) Any other documents as required by RUVITL (on behalf of JDVVNL).

- 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 clause 4.1.1 (a) of this RfS 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 JDVVNL / RUVITL in line with “Applicable Land Lease Rent” as per clauses under this RfS.
- f) Reactive power charges or any other charges as per CERC / RERC regulations shall be payable by SPG as per provisions of PPA.

4.1.2. 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 bidder 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.

4.1.3. 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 to 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 bidder, as shall have been previously notified by the SPG.
- c) As defined under the PPA, ‘Due Date’ shall mean the forty-fifth (45th) 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 JDVVNL), 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 JDVVNL / 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 JDVVNL / RUVITL of the details of such account at least sixty (60) Days before the dispatch of the first Monthly Bill.

4.1.4. 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.

4.1.5. Rebate

- a) For payment of any Bill on or before Due Date, the following Rebate shall be paid by the SPG to JDVVNL / 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 5th 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 5 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 JDVVNL / 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 JDVVNL 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.
- 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.

4.1.6. 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 JDVVNL / 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.

4.1.7. 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.

I.5. Payment Security Mechanism

5.1.1. 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 JDVVNL / 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:

JDVVNL shall also establish escrow arrangement in favour of SPG(s), JDVVNL shall enter into a Tri-partite Escrow Agreement to be executed amongst SPG as Borrowers, Financing Institutions as Lender and RUVITL (on behalf of JDVVNL) as

Power Procurer wherein JDVVNL 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 the PPA (***Indicative format is enclosed as Annexure – III***).

I.6. Disputed Bill

- a) If JDVVNL / 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 JDVVNL / 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.
- a) 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 JDVVNL), 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.
- b) Upon receipt of the Bill Disagreement Notice SE (Billing), RUVITL (on behalf of JDVVNL), 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 JDVVNL / 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.
- d) 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.

- e) For the avoidance of doubt, it is clarified the despite a Dispute regarding an invoice, JDVVNL / 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.

SECTION - J: OTHER TERMS AND CONDITIONS

J.1. Jurisdiction of Contract

- 1.1.1. The laws applicable to the Contract shall be the Laws in force in India. The court at Jodhpur District of Corporate Office of JDVVNL shall have exclusive jurisdiction in all matters arising under this contract.

J.2. Change in Laws & Regulations

- 2.1.1. Unless otherwise specified in the Contract, if after the date of the submission of bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan / India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Deployment Date and/ or the levelized tariff, then such Deployment Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract.
- 2.1.2. It is clarified that any change in the rates of any Taxes after the last day of submission of the bid, including any duties and cess or introduction of any new tax made applicable for setting up the solar power project and supply of power from the Solar Power project by the selected bidder which have a direct effect on the Project, shall only be considered as change in law. 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.
- 2.1.3. In addition to the receipt of applicable CFA from MNRE for the SPV plant, the Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. if available for such Projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all bidders at the time of tendering itself, it is up to the bidders to avail various tax and other benefits. No claim shall arise on JDVVNL or on RUVITL for any liability if bidders are not able to avail any available fiscal incentives and this will not have any bearing on the applicable tariff.
- 2.1.4. **If the Project is transferred or sold to a third party during its tenure (*after initial lock in period of 01 year after COD*), JDVVNL / RUVITL will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honor all the obligations and terms & conditions of the PPA.**

J.3. Min. Generation Guarantee

- 3.1.1. The Selected bidder shall provide a minimum generation guarantee corresponding to a **capacity utilization factor (CUF) of 19% (the "Guaranteed CUF")** with respect to the **AC capacity** of the PV system.

- 3.1.2.** This Guaranteed CUF shall be calculated on an annual-basis and shall be verified by JDVVNL at the end of each year during the 25 (twenty-five) years operation period or any extension thereof on mutual agreement.
- 3.1.3.** There shall be no year-on-year reduction on the Guaranteed CUF during the 25 (twenty-five) years period.
- 3.1.4.** 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. 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 JDVVNL to not pay for the additional energy over and above the contracted capacity.
- 3.1.5.** Any excess generation from the solar power plant, upto the contracted generation capacity, will be purchased at the contracted levelized tariff for 25 years subjected to other terms and conditions of the RfS / PPA.
- 3.1.6. Generation compensation for Off-take constraints**

- a. Generation Compensation in offtake constraints due to Grid Unavailability: During the operation of the plant, JDVVNL 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 JDVVNL:

Duration of Grid Unavailability	Provision for Generation Compensation
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><i>Generation Loss = [(Average Generation per hour during the Contract Year) × (number of hours of grid unavailability during the Contract Year)]</i></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 JDVVNL at the PPA tariff so as to offset this loss in the succeeding 03 (three) Contract Years.

- b. Offtake constraints due to Backdown: 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 JDVVNL, restricted

to the following and there shall be no other claim, directly or indirectly against JDVVNL.

Duration of Backdown	Provision for Generation Compensation
Hours of Backdown during a monthly billing cycle.	<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> Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month.

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.

J.4. Other Key Responsibilities

4.1.1. MNRE / JDVVNL Inspection & Reporting

- a) The Ministry officials or designated agency may inspect the ongoing installation or installed plants. In case the installed systems are not as per standards, non-functional on account of poor quality of installation, or non-compliance of AMC, the Ministry reserves the right to blacklist the selected bidder. Blacklisting may inter-alia include the following:
 - i) The SPG will not be eligible to participate in tenders for Government supported projects.
 - ii) In case, the concerned Director(s) of the SPG joins another existing or starts/ joins a new firm/company, the company will automatically be blacklisted.
- b) The SPG shall be responsible for providing daily / weekly / monthly or customized information regarding progress of projects required by JDVVNL / MNRE, online or in hard copy. For which the SPG is also responsible for maintaining online & off-line records.
- c) Assist JDVVNL with a real-time monitoring dedicated web-portal (SEDM).

J.5. Code of Integrity

5.1.1. Any Bidder participating in Tender process shall:

- a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.

- b) not misrepresent or omit 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 behaviour to impair the transparency, fairness, and progress of the Tender process
- d) not misuse any information shared between JDVVNL and the bidders with an intent to gain unfair advantage in the Tender 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 Tender process;
- f) not obstruct any investigation or audit of a Tender 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.

J.6. Breach of code of integrity by the bidder

- 6.1.1.** Without prejudice to the provisions of Chapter IV of the RTPP Act 2013, in case of breach of any provision of the code of integrity by a bidder or prospective bidder, as the case may be, JDVVNL may take appropriate action in accordance with the provisions of subsection (3) of section 11 and section 46 of the RTPP Act 2013.

J.7. Vexatious Appeals & Complaints

- 7.1.1.** Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the “The Rajasthan Transparency Public Procurement Act 2012 / Rules 2013”, with the intention of delaying or defeating any procurement or causing Loss to JDVVNL or any other bidder, shall be punished with fine which may extend to Twenty Lakh Rupees or five per cent of the project value, whichever is less.

J.8. Offences by Firms/ Companies

- 8.1.1.** Where an offence under “The Rajasthan Transparency Public Procurement Act 2012 / Rules 2013” has been committed by an entity, every person who at the time the offence was committed was in charge of and was responsible to the entity for the conduct of the business of the entity, as well as the entity, shall be deemed to be guilty of having committed the offence and shall be Liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person Liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

- 8.1.2.** Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by an entity and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the entity, such director, manager, secretary or other officer shall also be deemed to be guilty of having

committed such offence and shall be Liable to be proceeded against and punished accordingly.

8.1.3. For the purpose of this clause:

- a) "Entity" means a body corporate and includes a Limited Liability partnership, firm, registered society or co-operative society, trust, or other association of individuals; and
- b) "Director" in relation to a Limited Liability partnership or firm, means a partner in the firm.

8.1.4. Abetment of certain offences: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

J.9. Debarment from Bidding

9.1.1. The bidder shall not be eligible to participate in a procurement process of any procuring entity if he is blacklisted / debarred by any utility/ Government agency of all over India, if he has been 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.

9.1.2. A bidder blacklisted / debarred for the offences / grounds other than enumerated 9.1.1. (a) & (b) above by any Rajasthan Discoms, then the debarment shall be limited to such Discom only and not to others.

9.1.3. If JDVVNL find that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.

9.1.4. Where the entire Bid Security or the entire Performance bank guarantee or any substitute thereof, as the case may be, of a bidder has been forfeited by the Purchaser in respect of any bidding process or contract, the bidder may be debarred from participating in any bidding process undertaken by JDVVNL for a period not exceeding three years.

9.1.5. JDVVNL shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

SECTION - K: BID SUBMISSION FORMATS

K.1. 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 IN-CHARGE (RE-DSM CELL)

New Power House Premises,

JdVVNL, Jodhpur 342003

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 33 kV OR, 11 kV line to connect the plant various 33/11kV sub-stations and RMS of solar power plants for solarization of agriculture consumers connected on 11 kV feeders of(insert name of GSS)..... GSS in JDVVNL under KUSUM Scheme – Component C (Feeder Level Solarization) in JDVVNL under NIT No: JDVVNL/IN-CHARGE (RE-DSM)/XEN (RE-DSM)/ KUSUM-C/TN-DSM-82 (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 Jodhpur 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 "Tender Document" issued vide NIT No:; 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

NIT No.: JdVVNL/Incharge(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82

3. If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to Tender Document; or
4. In the case of a successful Bidder, if the Bidder fails within the specified time limit
 - a. to sign the Contract Agreement, in accordance with Section H.4 of Tender Document; or
 - b. to furnish the required Performance Security, in accordance with Section H.2 of Tender Document; or
5. In any other case, specifically provided for in Tender Document.
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 Jodhpur, 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_____

NIT No.: JdVVNL/Incharge(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82

Contact Number(s): Tel. _____ Mobile _____
email _____

Note:

1. In case the bid is submitted by a Joint Venture, the Bid Security of a JV must be in the name of all the partners, lead or other partner in the joint venture 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

**K.2. Power of Attorney in favour of Authorized Signatory
(In Case of Bidder is Single Entity)**

{On Non-Judicial Stamp Paper of Rajasthan of Rs. 500/- attested by Notary Public/ First Class Magistrate}

The Bidder is required to submit the Power of Attorney in the Format as per the applicable Law.

This format shall not be applicable in case the bidder is individual and signing by himself / herself.

K.3. Power of Attorney in favour of Authorized Signatory (In Case Bidder is Joint Venture)

{On Non-Judicial Stamp Paper of Rajasthan of Rs. 500/- attested by Notary Public/ First Class Magistrate}

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder have formed a Joint Venture under the laws of and having our Registered Office(s) / Head Office(s) at (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s being the Partner in-charge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of and having its Registered/Head Office at as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to "Bid Specification" 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 33kV OR, 11 kV line to connect the plant various 33/11 kV sub-stations and RMS of solar power plants for solarization of agriculture consumers connected on 11 kV feeders of(insert name of GSS)..... GSS in JDVVNL under KUSUM Scheme – Component C (Feeder Level Solarization) in JDVVNL, under NIT No: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/KUSUM-C /TN-DSM-82, for which bids have been invited by Jodhpur Vidyut Vitran Nigam Limited ("JDVVNL" / "Jodhpur Discom") undertake the following acts:

- i. To submit proposal and participate in the aforesaid Bid Specification of JDVVNL on behalf of the "Joint Venture".
- ii. To negotiate with JDVVNL the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the JDVVNL for and on behalf of the "Joint Venture".
- iii. To do any other act or submit any document related to the above.
- iv. To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the period to complete all the Scope of Work awarded under the terms of Bid Specification / Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney / Authorised Representatives / Partner in-charge quotes in the bid and negotiates with JDVVNL and signs the Contract with JDVVNL and/or proposes to act on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this day of under the Common Seal(s) of their Companies.

For and on behalf of the
Partners of Joint Venture

.....
.....
.....

The Common Seal of the above Partners of the Joint Venture:

The Common Seal has been affixed there unto in the presence of:

WITNESS

1. Signature.....
 Name
 Designation
 Occupation

2. Signature.....
 Name
 Designation
 Occupation

Note:

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Agreement shall be signed on all the pages by the authorised representatives of each of the partners and shall invariably be witnessed.

K.4. Undertaking by the Joint Venture Partners (In Case Bidder is Joint Venture)

{On Non-Judicial Stamp Paper of Rajasthan of Rs. 500/- attested by Notary Public/ First Class Magistrate}

THIS JOINT DEED OF UNDERTAKING executed on this day of Two Thousand and by M/s a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s..... a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the "Bid Specification" 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 33 kV OR, 11 kV line to connect the plant various 33/11 kV sub-stations and RMS of solar power plants for solarization of agriculture consumers connected on 11 kV feeders of(insert name of GSS)..... GSS in JDVVNL under KUSUM Scheme – Component C (Feeder Level Solarization) in JDVVNL, under NIT No: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/ KUSUM-C/TN-DSM-82, for which bids have been invited by Jodhpur Vidyut Vitran Nigam Limited ("JDVVNL" / "Jodhpur Discom").

WHEREAS the Party No.1 and Party No.2 have entered into an Agreement dated.....

AND WHEREAS JDVVNL has invited bids as per the above mentioned Bid Specification 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 33 kV OR, 11 kV line to connect the plant various 33/11 kV sub-stations and RMS of solar power plants for solarization of agriculture consumers connected on 11 kV feeders of(insert name of GSS)..... GSS in JDVVNL under KUSUM Scheme – Component C (Feeder Level Solarization) in JDVVNL, under NIT No: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/ KUSUM-C/TN-DSM-82.

AND WHEREAS SECTION - E:(1.1.1) forming part of the RfS document, inter-alia stipulates that an Undertaking of upto two qualified entities as partners in a Joint Venture, meeting the requirements of Eligibility & Qualification Criteria SECTION - E:, as applicable may bid, provided, the Joint Venture fulfils all other requirements under SECTION - E: and in such a case, the Bid Formats shall be signed wherever applicable and as required by RfS document either by the Authorized Signatory (appointed by a Power of Attorney executed by all partners of Joint Venture) and/or all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Performance bank guarantee will be as per the format enclosed with the RfS document without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to JDVVNL vide Bid No (Reference No: of Bid submitted by Bidder) dated by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of RfS document, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by JDVVNL to the Joint Venture Partners, we, the Parties do hereby undertake that M/s the **Party No.1**, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound onto JDVVNL for the successful performance of the Contract and shall be fully responsible for successful completion and performance of Scope of Work as provided in Contract in accordance with the terms and conditions specified in the Contract.
2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if JDVVNL suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to JDVVNL, on its demand without any demur. It shall not be necessary or obligatory for JDVVNL to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), JDVVNL can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities / obligations under the Contract to JDVVNL.
4. The financial liability of the Parties of this Deed of Undertaking to the JDVVNL, as applicable, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix – *(to be suitably appended by the JV Partners alongwith this Undertaking in its bid)* to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.

6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract Performance bank guarantee from a bank in favour of JDVVNL in the currency / currencies of the Contract.
9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till JDVVNL discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorised representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Lead Partner (Party No.-1)
For and on behalf of M/s
.....

Name
Designation
Signature

(Signature of the authorized
representative)

WITNESS:

I.
II.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Party No.-2
For and on behalf of M/s.....

Name
Designation
Signature

(Signature of the authorized
representative)

WITNESS:

I.
II.

Note:

1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and shall invariably be witnessed.
3. Attach the Appendix.....as mentioned in the Clause 5 of this Deed of Undertaking.

K.5. Bid Submission Letter/Undertaking

(On Letterhead of Bidder/ Lead Member of JV)

From,

(Full name of Bidder / Lead Member of JV)

Address of the Organisation.....

Name of Authorized Signatory:

Designation:

Email ID:

Phone / Mobile No.:

To,

THE IN-CHARGE (RE-DSM CELL)

New Power House Premises,

JdVVNL, Jodhpur 342003

Sub: Bid towards RfS for Solar Power Generator (SPG) for 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 33 kV OR, 11 kV line to connect the plant on various 33/11 kV sub-stations and RMS of solar power plants for solarization of agriculture consumers connected on 11 kV feeders in JDVVNL under KUSUM Scheme – Component C (Feeder Level Solarization) in JDVVNL, under NIT No: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/ KUSUM-C/TN-DSM-82.

Ref: NIT NO: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/ KUSUM-C/TN-DSM-82 dated 15.12.2024.

Dear Sir/Ma'am,

In connection with the above subject, I / We confirm the following:

1. I/We, the undersigned..... [insert name of the 'Bidder'] having read, examined and understood in detail the RfS document issued vide above referenced NIT, hereby submit our "Bid" in full compliance with terms & conditions of RfS document. A copy of the RfS document, duly signed on each page is also submitted as a proof of our acceptance of all specifications as well as terms/ Conditions. I/ We have submitted the Bid in electronic form on ON-LINE mode at the Bidding Portal mentioned in the RfS document.
2. [Insert this clause in case JV] I/We are submitted our Bid in form of Joint Venture, whereby M/s..... is the Lead Member and Partner, M/s..... is the other JV Partner. We have enclosed the Joint Deed of Undertaking executed by us in our Bid as per the requirement mentioned in the RfS document.
3. I/We have selected, as our Authorized Signatory in our Bid.

NIT No.: JdVVNL/Incharge(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82

We have enclosed the Power of Attorney (POA) executed in favour of Authorized Signatory in our Bid as per the requirement mentioned in the RfS document.

4. I/We have paid the requisite amount of EMD. I/we understand that without payment of the EMD by us, our offer shall out rightly be rejected.
5. If, I/we are selected and shortlisted for as successful Bidder, we agree pay the required Performance bank guarantee as per the terms & conditions mentioned in the RfS document. I/We understand that I/we shall not be awarded the Contract if we fail to pay the Performance bank guarantee in stipulated time.
6. I/We agree to treat the RfS document and other records connected with the Scope of Work as secret and confidential documents and shall not communicate information described therein to any person other than the person authorized by you or use the information in any manner prejudicial to the safety requirement.
7. I/We understand that you are not bound to accept the lowest or any bid you may receive.
8. I/ We are participating, as Bidders, in not more than one Bid in this Bidding process.
9. **I/We are participating, as Bidders, for the proposed solar power plants as mentioned below:**

Sr. No./ Preference	Circle	Division	Sub-division	Sub-station	SPV Capacity (MW)
1					
2					
3					
...					

Note: The evaluation of the bid shall be carried-out only for the above-mentioned list of sub-stations and as per preference provided.

10. I/We declare that our Bid is strictly in line with RfS document Specification and there is no deviation. Further, I/We also agree that additional conditions / deviations, if any, found in our Bid, the Bid shall be out rightly rejected without assigning any reason thereof. We shall ensure that we execute such Bid documents as per the provisions of the NIT and provisions of such RfS document shall be binding on us. I/We confirm that we have not taken any deviation so as to be deemed non-responsive.
11. I/We hereby unconditionally and irrevocably agree and accept that the decision made by JDVVNL in respect of any matter regarding or arising out of the Bid submitted by us/ RfS document issued by JDVVNL shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.
12. I/ We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to execution of Project mentioned in the RfS document.

13. I / We hereby submit our Bid and undertake to keep our Bid valid for a period of 90 days from the date of opening of Technical Bid. I / We hereby further undertake that during the said period, I / We shall not vary/alter or revoke my/ our Bid.

14. I/We also agree to abide by and fulfil all the terms, conditions, and provisions of the above mentioned RfS document.

Enclosed:

- 1. Summary Details of Bidder/ JV Partners (to be submitted with bid).**
- 2. Details of Material offered, Solar PV Modules, Configuration & Work execution capacity, existing & proposed after sales service centres in Rajasthan *(to be submitted by the successful bidder on letterhead of Bidder / Lead Member of JV, after placement of LoA by JDVVNL)*.**

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

Name of Authorized Signatory:

Designation:

Date:

Place:

K.6. Summary Details of Bidder

(On Letterhead of Bidder for which the said details are provided. In Case of JV the following format is to be provided by Each Member of the Joint Venture)

In Response to NIT No:	JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/ KUSUM-C /TN-DSM-82 dated 15.12.2024
------------------------	---------------------------------------------------------------------------

S. No.	Information:	Details:
1.	Name of Bidder:	
2.	Bidding entity:	(Sole Bidder / Joint Venture)
3.	JV partners: (Not applicable for Sole Bidder)	1. Lead Member: 2. Other Partner:
4.	Registration status:	(Company / LLP / Partnership / Sole Proprietor / Land-Owner / Farmer / Individual / Cooperative / Farmer Producer Organization / Panchayats)
5.	Registration Number (if available):	
6.	PAN No:	
7.	Key Contact details:	Name: Email id: Mobile no.:
8.	Registered office details:	Address: Phone no.: Email ids:
9.	Other Branch offices in India:	
	(i)	Address: Phone no.: Email ids:
	(ii)	Address: Phone no.: Email ids:
10.	Details of firm's Directors:	
	(i) <Name of director>	Designation:

S. No.	Information:	Details:
		Address: Mobile Number: Email ID:
	(ii) <Name of director>	Designation: Address: Mobile Number: Email ID:
	(iii) <Name of director>	Designation: Address: Mobile Number: Email ID:
	(iv) <Name of director>	Designation: Address: Mobile Number: Email ID:
11.	If Manufacturer of any item, the Name of products being manufactured:	
12.	Address of Manufacturing unit:	

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

Name of Authorized Signatory:

Designation:

Date:

Place:

K.7. Details of Material

(To be submitted by the successful bidder on Bidders / Lead Member of JV, after placement of LoA by JDVVNL)

In Response to NIT No:	JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/ KUSUM-C /TN-DSM-82 dated 15.12.2024
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S. No.	Material	Per unit power rating (Watts)	Name of Manufacturer with whom Bidder has made MoU of supply material under this project	Manufacturing Country	Production Capacity of the material (per annum)	Tested from..... {Enclose the test certificate }
1	SPV Modules					
2	Invertors					
3	Meters					
4	Circuit Breakers					
5	Conductor / Cable					
6	Other Material					

Note:

- Also, power performance test data sheets of all modules. The exact power of the module shall be indicated if the data sheet consists of a range of modules with varying output power.
- Also provide complete technical data sheets for each equipment giving details of the specifications along with make/makes along with basic design of the PV Installation setup and power evacuation, synchronization along with protection equipment.

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

Name of Authorized Signatory:

Designation:

Date:

Place:

NIT No.: JdVVNL/Incharge(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82

K.8. Details of Bidder's Eligibility Requirements*(On Letterhead of Bidder/ Lead Member of JV)*

To,

THE IN-CHARGE (RE-DSM CELL)

New Power House Premises,

JdVVNL, Jodhpur 342003

Sub: Bid towards RfS for Solar Power Generator (SPG) for 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 33 kV OR, 11 kV line to connect the plant various 33/11 kV sub-stations and RMS of solar power plants for solarization of agriculture consumers connected on 11 kV feeders in JdVVNL under KUSUM Scheme – Component C (Feeder Level Solarization) in JdVVNL, under NIT No: JdVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82.

Ref: NIT NO: JdVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82 dated 15.12.2024.

We hereby declare that we are eligible for bidding in reference to “Eligibility Requirements” of the RfS document vide above referenced NIT No. and submit the following certificate(s) /documents in support:

S. No.	Criteria	Documents Required	Status & Supporting Documents Attached (Please tick any one)
1.	Bidder can be sole / single bidder OR, Joint Venture (JV) of up to 2 (two) members, with one of the members as a Lead Member	In case of JV, Deed of Undertaking	Status: Documents Attached: Yes/No (Attached at Annexure..... to this letter)
2.	The Bidder should have any of the following legal status: a) Body incorporated in India under the Companies Act, 2013 including any amendment thereto; OR b) Body incorporated in India	a) In case of Company – Copy of Registration/ Incorporation Certificate b) In case of LLP – Copy of Deed of LLP Partnership c) In case of Partnership – Copy of Deed of	Status: Documents Attached: Yes/No (Attached at Annexure..... to this letter)

NIT No.: JdVVNL/Incharge(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82

S. No.	Criteria	Documents Required	Status & Supporting Documents Attached (Please tick any one)
	<p>under the Limited Liability Partnership (LLP) Act, 2008 including any amendment thereto; OR</p> <p>c) Firm registered under Partnership Act, 1932 in India; OR</p> <p>d) Sole Proprietor OR</p> <p>e) Any land owner / farmer OR</p> <p>f) Group of Farmers / Land Owners / Cooperatives / Panchayats / Farmer Producer Organisations (mandatory to submit Power of Attorney in favor of nominated Farmer / land Owner as per Format K.24)</p> <p>In case of JV, all the members must fulfill this requirement and submit the documents as per the RfS document.</p>	<p>Partnership</p> <p>d) In case of Sole Proprietor – Duly notarized Undertaking from Sole proprietor</p> <p>e) In case of “Body incorporated in India under the Companies Act, 2013 including any amendment thereto” OR, “Body incorporated in India under the Limited Liability Partnership (LLP) Act, 2008 including any amendment thereto” OR, “Firm registered under Partnership Act, 1932 in India” – Copy of Board of Directors (BoD) resolution towards the authorized signatory, Memorandum of Association (MoA) and Articles of Association (AoA) shall be submitted.</p> <p>f) In case of land owner / farmer – Copy of any government issued identity proof</p>	
3.	<p>The Bidder must have valid PAN Number</p> <p>In case of JV, all the partners of the JV shall collectively meet this requirement criteria.</p>	Copy of Pan Card	Status: Documents Attached: Yes/No (Attached at Annexure..... to this letter)
4.	The bidders should be qualified, not be insolvent, not be in receivership, should not have a	The bidder shall provide an Undertaking as per the Format K.17.	Status: Documents Attached: Yes/No

S. No.	Criteria	Documents Required	Status & Supporting Documents Attached (Please tick any one)
	<p>conflict of interest, not be bankrupt or being wound up, should not have affairs administered by a court or a judicial officer, should not have business activities suspended.</p> <p>1. The bidder shall not be eligible to participate in a procurement process of any procuring entity if he is blacklisted / debarred by any utility/ Government agency of all over India, if he has been convicted of an offence:</p> <ol style="list-style-type: none"> Under the Prevention of Corruption Act, 1988 (Central Act no. 49 of 1988) or 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. <p>2. In case a bidder has been blacklisted / debarred for the offences / grounds other than enumerated 1 above by any Rajasthan Discoms, then the debarment shall be limited to such Discom only and not to others.</p> <p>In case of JV, all the members must fulfill this requirement.</p>	In case of JV, all the members must submit the undertaking as per the Format K.17 .	(Attached at Annexure..... to this letter)

S. No.	Criteria	Documents Required	Status & Supporting Documents Attached (Please tick any one)
5.	<p>The bidder must submit a Power of Attorney (POA) authorizing a person to sign the documents on behalf of the Bidder, submit technical, commercial information and attend meetings on behalf of the Bidder.</p> <p>In case of JV, all the JV members must submit individual PoA with supporting BoD resolution, except in case of land owner / farmer wherein only undertaking in this regard is to be submitted along with combined PoA (signed by individual authorized person of each JV member)</p>	<p>Sole Bidder to provide POA as per the applicable Law as provided in SECTION - K: Format K.2</p> <p>In case of JV, Undertaking by JV as per the Format K.4 and POA as per the format provided in Format K.3</p> <p>In case of JV, all the JV members must submit individual PoA with supporting BoD resolution, except in case of land owner / farmer wherein only undertaking in this regard is to be submitted along with combined PoA (signed by individual authorized person of each JV member)</p>	<p>Status:</p> <p>Documents Attached: Yes/No (Attached at Annexure..... to this letter)</p>
6.	<p>The bidder should have “No Conflict of Interest” as defined in SECTION - G: clause 5.1.5 of this RfS document. Bidders have an obligation to disclose any situation of actual or potential conflict of interest. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract.</p> <p>In case of JV, all the members must fulfill this requirement.</p>	<p>The bidder shall provide an undertaking as per the format provided in as per the Format K.11</p> <p>In case of JV, all the members shall submit the undertaking as per the Format K.11</p>	<p>Status:</p> <p>Documents Attached: Yes/No (Attached at Annexure..... to this letter)</p>
7.	<p>The bidder should submit token of acceptance of RfS.</p>	<p>The bidder shall provide an undertaking in this regard as per the Format K.21</p>	<p>Status:</p> <p>Documents Attached: Yes/No (Attached at Annexure..... to this letter)</p>

All supporting documents enclosed.

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

Name of Authorized Signatory:

Designation:

Date:

Place:

K.9. Details of Bidder's Qualification Requirements*(On Letterhead of Bidder/ Lead Member of JV)*

To,

THE IN-CHARGE (RE-DSM CELL)

New Power House Premises,

JdVVNL, Jodhpur 342003

Sub: Bid towards RfS for Solar Power Generator (SPG) for 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 33 kV OR, 11 kV line to connect the plant various 33/11 kV sub-stations and RMS of solar power plants for solarization of agriculture consumers connected on 11 kV feeders in JDVVNL under KUSUM Scheme – Component C (Feeder Level Solarization) in JDVVNL, under NIT No: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82.

Ref: NIT NO: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82 dated 15.12.2024.

We hereby declare that we are eligible for bidding in reference to “Qualification Requirements” of the RfS document vide above referenced NIT No. and submit the following certificate(s) /documents in support:

S. No.	Criteria	Documents Attached Details
1	Technical Criteria	
1.1	<p>Bidder shall be required to submit an undertaking on non-judicial stamp paper of Rs. 500 towards ensuring availability required clear title land of adequate size / sufficient size (as per plant capacity) for the quoted capacity in prescribed format.</p> <p>A bidder can submit bid for one or more than one solar power plant listed in the bid document.</p> <p>In case of JV, all the partners of the JV shall collectively meet this technical criteria.</p>	<p>Meeting Qualification: (Yes/No)</p> <p>Documents along with Format..... attached in Annexure.... to this letter</p>
2	Financial Criteria	
2.1	<p>In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, following financial qualification requirement is to be met by the bidder:</p> <p>(1) For land owner(s) / farmer(s) / any</p>	<p>Meeting Qualification: (Yes/No)</p> <p>Documents along with Format..... attached in Annexure....to this letter</p>

NIT No.: JdVVNL/Incharge(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82

S. No.	Criteria	Documents Attached Details
	<p>individual / Cooperatives / Panchayats / Farmer Producer Organisations with required land for project(s) as sole bidder:</p> <p>An undertaking on non-judicial stamp paper of Rs. 500 certifying having ownership of assets (movable and immovable) of atleast 20% of the total cost of quoted capacity by the bidder, where total cost to be calculated @ Rs. 3.5 Crores per MW.</p> <p style="text-align: center;">AND</p> <p>An undertaking on non-judicial stamp paper of Rs. 500 certifying having access to adequate financial tie-up (with lending institutions / banks / etc) for setting up the quoted capacity.</p> <p>(2) For others (any firm):</p> <p>The Bidder should have Minimum Annual Average Turnover (MAAT) of value of 30% of total cost of quoted capacity calculated @ Rs. 3.5 Crores per MW during the last three financial year (i.e. FY 2021-22 to FY 2023-24) e.g. if the bidder has intends to bid for 10 MW capacity then it must have minimum annual average turnover of Rs. 10.5 Crores (10MW x Rs. 3.5 Crores per MW x 30%).</p> <p>It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.</p>	

Supporting Documents enclosed.

(Supporting Documents, wherever required & applicable are to be attached at Annexure to this letter.....)

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

Name of Authorized Signatory:

Designation:

Date:

Place:

K.10. Certificate of Bidder's Financial Qualification

(On Letterhead of CA for the bidder (Bidder/ Lead Member/ Other Member) for which the below details are provided. In Case of JV the following format is to be provided by Each Member of the Joint Venture separately)

Financial Qualification Certificate

In Response to NIT No:	JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82 dated 15.12.2024
------------------------	-------------------------------------------------------------------------

(Rupees in Lakhs)

S. No.	Financial parameters	FY 2021-22	FY 2022-23	FY 2023-24
1.	Net Worth (only last three years)			
a)	Paid up Capital			
b)	Free Reserves and Surplus*			
c)	Misc expenses to the extent not written off			
	Net Worth (a+b-c)			
2.	Annual Turnover **			

* Free Reserve and Surplus shall be Exclusive of Revaluation Reserve, written back of Depreciation Provision and Amalgamation.

** Annual total Income/ turnover as incorporated in the Profit and Loss Account excluding non-recurring income, i.e. sale of fixed asset, other income, etc.

It is certified that all the figures are based on audited accounts read with auditors report and Notes to Accounts etc.

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

Name of Authorized Signatory:

Designation:

Date:

Place:

Note:

1. In addition to above certificate from Chartered Accountant, Bidder is required to submit firm's annual audited Balance sheet and Profit & Loss statement for last three (03) years till FY23.

2. In case of JV, the form shall also be signed by respective entity's authorized signatory along with Authorized Signatory for which POA is attached.

(Signature & Seal of Practicing Chartered Account)

Certifying Chartered Accountant:

Name of Firm:

UDIN No:

Date:

Place:

**K.11. Declaration for Compliance with the Code of integrity
and No Conflict of Interest**

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

(On Letterhead of Bidder giving said declaration)

(In Case of JV, the following format is to be provided by Each Member of the Joint Venture on their respective letterhead, signed by respective authorized Signatory along with Authorized Signatory for which POA is attached with Bid)

To,

THE IN-CHARGE (RE-DSM CELL)

New Power House Premises,
JdVVNL, Jodhpur 342003

Sub: Bid towards RfS for Solar Power Generator (SPG) for 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 33 kV OR, 11 kV line to connect the plant various 33/11 kV sub-stations and RMS of solar power plants for solarization of agriculture consumers connected on 11 kV feeders in JDVVNL under KUSUM Scheme – Component C (Feeder Level Solarization) in JDVVNL, under NIT No: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82.

Ref: NIT NO: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/ KUSUM-C/TN-DSM-82 dated 15.12.2024.

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 Bidding 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:

**K.12. Declaration by the Bidder regarding Qualification
(In Compliance to RTPP Act 2012 & RTPP Rules 2013)**

(On Letterhead of Bidder giving said declaration)

(In Case of JV the following format is to be provided by Each Member of the Joint Venture)

To,

THE IN-CHARGE (RE-DSM CELL)

New Power House Premises,
JdVVNL, Jodhpur 342003

Sub: Bid towards RfS for Solar Power Generator (SPG) for 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 33 kV OR, 11 kV line to connect the plant various 33/11 kV sub-stations and RMS of solar power plants for solarization of agriculture consumers connected on 11 kV feeders in JDVVNL under KUSUM Scheme – Component C (Feeder Level Solarization) in JDVVNL, under NIT No: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82.

Ref: NIT NO: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82 dated 15.12.2024.

In relation to my/our Bid submitted to Jodhpur Vidyut Vitran Nigam Limited, Jodhpur (JDVVNL) 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 33 kV OR, 11 kV line to connect the plant various 33/11 kV sub-stations and RMS of solar power plants for solarization of agriculture consumers connected on 11 kV feeders in JDVVNL under KUSUM Scheme – Component C (Feeder Level Solarization) in JDVVNL, under NIT No: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/ KUSUM-C/TN-DSM-82, I/we hereby declare under Section 7 of RTPP Act, 2012, that:

1. I/we possess the necessary professional, technical, financial, and managerial resources and competence required by the RfS document issued by JDVVNL;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the RfS document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended & not subject of legal proceedings for any foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement

of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

5. I/we do not have a conflict of interest as specified in the Act, Rules, and the Bidding Document, which materially affects fair competition;

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

Name of Authorized Signatory:

Designation:

Date:

Place:

**K.13. Declaration by the Bidder regarding Grievance
Redressal during Procurement Process**

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

(On Letterhead of Bidder giving said declaration)

(In Case of JV the following format is to be provided by Each Member of the Joint Venture on their respective letterhead, signed by respective authorized Signatory along with Authorized Signatory for which POA is attached with Bid)

To,

THE IN-CHARGE (RE-DSM CELL)

New Power House Premises,
JdVVNL, Jodhpur 342003

Sub: Bid towards RfS for Solar Power Generator (SPG) for 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 33 kV OR, 11 kV line to connect the plant various 33/11 kV sub-stations and RMS of solar power plants for solarization of agriculture consumers connected on 11 kV feeders in JDVVNL under KUSUM Scheme – Component C (Feeder Level Solarization) in JDVVNL, under NIT No: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82.

Ref: NIT NO: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82 dated 15.12.2024.

We hereby declare that, we are in complete agreement with the Grievance Redressal during Procurement process and will follow the same in all respects 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.

The designation of the First Appellate Authority is CMD, Rajasthan Rajya Vidyut Utpadan Nigam Limited and the address is the Vidyut Bhawan at Jaipur, Rajasthan. The designation of the Second Appellate Authority is Additional Chief Secretary, Energy - address, Vidyut Bhawan, Near Vidhan Sabha, Jaipur.

A. RTPP Rule 83: Form of Appeal:

1. An appeal under sub-section (1) or (4) of section 38 shall be in Form along with as many copies as there are respondents in the appeal.
2. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
3. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

B. Rule 84: Fee for filing appeal:

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

C. Rule 85: Procedure for disposal of appeal:

1. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
2. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall:
 - i. hear all the parties to appeal present before him; and
 - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - iii. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - iv. The order passed under sub-rule (3) shall also be placed on the State Public Procurement Portal.

- B. Rule 86: Repeal and savings:** All rules, regulations, orders, notifications, departmental codes, manuals, by-laws, official memoranda or circulars relating to procurement of goods, services or works provided for in these rules, which are in force on the date of commencement of these rules, in relation to the matter covered by these rules are hereby repealed to the extent they are covered by these rules:

Provided that such repeal shall not affect the previous operation of rules, regulations, orders, notifications, departmental codes, manuals, by-laws, official memoranda or circulars, so repealed and the procurement process commenced before the commencement of these rules shall continue as per the provisions of rules, regulations, orders, notifications, departmental codes, manuals, by-laws, official memoranda or circulars, so repealed.

FORM No. 1
[See rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal NoofBefore the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

NIT NO: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82 dated 15.12.2024

(iii) Residential address:

2. Name and address of the respondent(s):

(i)

(ii)

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....

.....

.....

..... (Supported by an affidavit)

7. Prayer:

.....

.....

.....

Place

Date

Appellant's Signature

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

Name of Authorized Signatory:

Designation:

Date:

Place:

K.14. Declaration by the Bidder regarding Additional Condition of RfS document/ Contract

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

(On Letterhead of Bidder giving said declaration)

(In Case of JV the following format is to be provided by Each Member of the Joint Venture)

To,

THE IN-CHARGE (RE-DSM CELL)

New Power House Premises,
JdVVNL, Jodhpur 342003

Sub: Bid towards RfS for Solar Power Generator (SPG) for 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 33 kV OR, 11 kV line to connect the plant various 33/11 kV sub-stations and RMS of solar power plants for solarization of agriculture consumers connected on 11 kV feeders in JDVVNL under KUSUM Scheme – Component C (Feeder Level Solarization) in JDVVNL, under NIT No: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82.

Ref: NIT NO: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82 dated 15.12.2024.

We hereby declare that, we are in complete agreement with the Additional Conditions of RfS document / Contract and will follow the same in all respects 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.

Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, Jodhpur Vidyut Vitran Nigam Limited (“JDVVNL”) will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of JDVVNL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

JDVVNL Right to Vary Quantities

- i. At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed fifty percent, but may be decreased as per requirement of JDVVNL, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- ii. If JDVVNL does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder / Successful Bidder / Contractor shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- iii. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity can be upto 50% of the value of Goods of the original contract/work order and shall be within one month from the date of expiry of last supply. If the Contractor fails to do so, JDVVNL shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Contractor.

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

Name of Authorized Signatory:

Designation:

Date:

Place:

K.15. Declaration Regarding Alternative, Deviations and Exceptions to the Provisions

(On Letterhead of Bidder/ Lead Member of JV)

To,

THE IN-CHARGE (RE-DSM CELL)

New Power House Premises,
JdVVNL, Jodhpur 342003

Sub: Bid towards RfS for Solar Power Generator (SPG) for 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 33 kV OR, 11 kV line to connect the plant various 33/11 kV sub-stations and RMS of solar power plants for solarization of agriculture consumers connected on 11 kV feeders in JDVVNL under KUSUM Scheme – Component C (Feeder Level Solarization) in JDVVNL, under NIT No: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82.

Ref: NIT NO: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/ KUSUM-C/TN-DSM-82 dated 15.12.2024

Dear Sir/Ma'am,

The bidder shall itemize any deviation from the RfS document included in his bid. Each item shall be listed (separate sheets may be used and enclosed with this Attachment) with the following information:

Sl. No.	Reference clause in the RfS document	Deviation	Cost of withdrawal of the deviation
1			
2	<Bidder need to declare "Nil" or "No Deviation" in case of no deviation/ variation>		
3			

The above deviations and variations are exhaustive. We confirm that we shall withdraw the deviations proposed by us at the cost of withdrawal indicated in this attachment, failing which our bid may be rejected and Bid Security forfeited.

Except for the above deviations and variations, the entire work shall be performed as per your specifications and documents. Further, we agree that any deviations, conditionality or reservation introduced in this Declaration and/or in the Bid submitted, Price schedules & Technical Data Sheets and covering letter, or in any other part of the Bid will be reviewed to conduct a determination of the substantial responsiveness of the Bid.

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

Name of Authorized Signatory:

Designation:

Date:

Place:

NIT NO: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82 dated 15.12.2024

K.16. Declaration Regarding No Omissions or Inconsistencies or Reservations

(On Letterhead of Bidder/ Lead Member of JV)

To,

THE IN-CHARGE (RE-DSM CELL)

New Power House Premises,
JdVVNL, Jodhpur 342003

Sub: Bid towards RfS for Solar Power Generator (SPG) for 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 33kV OR, 11kV line to connect the plant various 33/11 kV sub-stations and RMS of solar power plants for solarization of agriculture consumers connected on 11 kV feeders in JDVVNL under KUSUM Scheme – Component C (Feeder Level Solarization) in JDVVNL, under NIT No: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82.

Ref: NIT NO: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82 dated 15.12.2024.

Dear Sir/Ma'am,

We confirm that Bid submitted by us and have been filled up by us as per the provisions of the RfS document issued vide above-referenced NIT. We have also uploaded price bid electronically as per the provisions of the RfS document. Further, we have noted that the same shall be evaluated as per the provisions of the RfS document.

Further, we hereby confirm that except as mentioned in the Declaration Regarding Alternative, Deviations and Exceptions to the Provisions hereof and/or the Covering Letter, forming part of our Bid:

- (i) There are no discrepancies/inconsistencies and deviations/omissions/ reservations to the RfS document, in the price bid;
- (ii) The description of items and the unit thereof in the price schedules are in conformity with those indicated in the price schedule of the RfS document without any deviation to the specified scope of work.

We also confirm that in case any discrepancies / inconsistencies and deviations / omissions / reservations, as referred to in para (i) and (ii) above, is observed in the online price bid, the same shall be deemed as withdrawn/rectified without any financial implication, whatsoever to JDVVNL. However, in case of any arithmetical errors, the same shall be governed as per the provisions of RfS document SECTION - G:

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

Name of Authorized Signatory:

Designation:

Date:

Place:

NIT NO: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82 dated 15.12.2024

K.17. Undertaking for No Blacklisting & No Banning

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

(In case of JV the undertaking is to be provided by each Member of the Joint Venture)

To,

THE IN-CHARGE (RE-DSM CELL)

New Power House Premises,
JdVVNL, Jodhpur 342003

Sub: Bid towards RfS for Solar Power Generator (SPG) for 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 33 kV OR, 11 kV line to connect the plant various 33/11 kV sub-stations and RMS of solar power plants for solarization of agriculture consumers connected on 11 kV feeders in JDVVNL under KUSUM Scheme – Component C (Feeder Level Solarization) in JDVVNL, under NIT No: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82.

Ref: NIT NO: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82 dated 15.12.2024.

I/We hereby declare that presently our Company / Limited Liability Partnership / Partnership Firm / Sole Proprietorship is not insolvent, not in receivership, not bankrupt or wound up, not have affairs administered by a court or a judicial officer, not have business activities suspended.

I/We further declare that presently our Company / Limited Liability Partnership / Partnership Firm / Sole Proprietorship is not blacklisted or debarred by any utility / government agency, and not have a conflict of interest.

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.

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

Name of Authorized Signatory:

Designation:

Date:

Place:

K.18. Performance Bank Guarantee Format*(On Non judicial Stamp of worth 0.25% of BG Value (maximum stamp duty of Rs. 25000/-))*

Bank Guarantee No.

Date.....

Contract No.....

Contract for 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 33 kV OR, 11 kV line to connect the plant various 33/11 kV sub-stations and RMS of solar power plants for solarization of agriculture consumers connected on 11 kV feeders in JDVVNL under KUSUM Scheme – Component C (Feeder Level Solarization) in JDVVNL, under NIT No: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/ KUSUM-C/TN-DSM-82 dated 15.12.2024.

To,

THE IN-CHARGE (RE-DSM CELL)

New Power House Premises,
JdVVNL, Jodhpur 342003

Dear Sir/Ma'am,

We refer to the Letter of Intent ("LOI") <Insert LOI No:>, issued on <Insert Date of Issue of LOI by JDVVNL by Jodhpur Vidyut Vitran Nigam Limited (hereinafter referred to as "JDVVNL"), having its Registered Office at New Power House, Jodhpur-342003 (Rajasthan), to M/s (Name of SPG), having its Principal place of business at(Address of Contractor) and Registered Office at (Registered address of Contractor) ("SPG") concerning ***“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 33 kV OR, 11 kV line to connect the plant various 33/11 kV sub-stations and RMS of solar power plants for solarization of agriculture consumers connected on 11kV feeders of GSS in JDVVNL under KUSUM Scheme – Component C (Feeder Level Solarization) in JDVVNL, under NIT No: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/ KUSUM-C /TN-DSM-82 on RESCO mode, and the LOI having been accepted by the SPG vide <.....Insert Letter No.....>, resulting in Letter of Award to be issued vide <.....Insert Work order No.....> dated***

By this letter we, the undersigned,(insert name & address of the issuing bank), a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at(insert address of registered office of the bank)..... do hereby irrevocably guarantee payment to JDVVNL of Rs. 5 Lakhs per MW until 02 months (i.e. sixty (60) days) beyond the **09 months from the date of issuance of LoA** i.e., upto and inclusive of (dd/mm/yy).

NIT NO: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82 dated 15.12.2024

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by JDVVNL duly authorized officer or the authorized officer of JDVVNL declaring the SPG to be in default under the Contract and without civil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the SPG to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to JDVVNL whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until 02 months (i.e. sixty (60) days) beyond **the 09 months from the date of issuance of LoA** i.e., upto and inclusive of (dd/mm/yy) and shall be extended from time to time for such period (not exceeding one year), as per the terms & conditions of RfS document.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to JDVVNL shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

All disputes arising under the said Guarantee between the Bank and JDVVNL or between the SPG and JDVVNL pertaining to the Guarantee shall be subject to the jurisdiction of courts only at Jodhpur in Rajasthan alone.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the SPG, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law shall operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

NIT NO: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82 dated 15.12.2024

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. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and shall invariably be witnessed.
3. The Bank Guarantee shall be in accordance with the performa 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 performa 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 **Rs. 5 Lakhs per MW**.
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

K.19. Indicative Price Bid Format

For tender leading Authority: **Indus Energy (RE-DSM CELL), Jodhpur (Jodhpur Western Region Limited (JRWNL))**

Scope of Work: Design, Source, Supply, Installation, Testing, Commissioning, Operation & Maintenance for 25 Years (warranty extended by both the parties on mutual agreement) from COD of Grid Connected Solar Power Plants through RE-DSM Mode, its associated 33/11KV line to connect the plant with various 33/11KV Sub-stations and HPS of Solar Power Plants in various sub-divisions under Jodhpur Discom Circle.

Contract No: **JRWNL/IN-CHARGE/RE-DSM/TN-DSM-82**

Name of the Bidding Firm / Company: **SAMPLE**

PRICE SCHEDULE
DOMESTIC TENDERS - RATES ARE TO GIVEN IN INR ONLY
 (This Bidding template may not be modified/updated by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this reason. Bidders are allowed to enter the Bidder Name and Values only.)

S/N No.	Name of Proposed 33/11KV Sub-station	SPV Capacity (in MW)	All inclusive tariff (up to three decimal places only) To be submitted by the Bidder INR per kWh	Name of Circle	Name of Division	Name of Sub-division	Plant No.	All inclusive tariff (up to three decimal places only) INR per kWh
1	2	3	4	5	6	7	8	9
1	JASOL	2		Balsah	XEN (DSM Balsah)	ADN (RURAL BALSOTIA)	TN-02-1	0.0000
2	KALLAN	2.5		Balsah	XEN (DSM Balsah)	ADN (DSM RAOPI)	TN-02-2	0.0000
3	HELO KHANI	2.5		Balsah	XEN (DSM Balsah)	ADN (DSM RAOPI)	TN-02-3	0.0000
4	MUNIRGANI	2.5		Balsah	XEN (DSM Balsah)	ADN (DSM RAOPI)	TN-02-4	0.0000
5	HANISANI	2		Balsah	XEN (DSM Balsah)	ADN (DSM RAOPI)	TN-02-5	0.0000
6	GANGASARA	2		Balsah	XEN (DSM Balsah)	ADN (DSM RAOPI)	TN-02-6	0.0000
7	GANGASARA	2		Balsah	XEN (DSM Balsah)	ADN (DSM RAOPI)	TN-02-7	0.0000
8	NETHRODI	2		Balsah	XEN (DSM Balsah)	ADN (DSM RAOPI)	TN-02-8	0.0000
9	Sukhala Jaisal	2		Balsah	XEN (DSM Balsah)	ADN (DSM RAOPI)	TN-02-9	0.0000
10	Sukhala Jaisal	2.5		Balsah	XEN (DSM Balsah)	ADN (DSM RAOPI)	TN-02-10	0.0000
11	DESI RD	2		Jaisalmer	XEN (DSM Jaisalmer)	ADN (DSM MANGSAR)	TN-02-11	0.0000
12	KIRYA	2		Jaisalmer	XEN (DSM Jaisalmer)	ADN (DSM MANGSAR)	TN-02-12	0.0000
13	DRUSWARI	2.5		Jaisalmer	XEN (DSM Jaisalmer)	ADN (DSM MANGSAR)	TN-02-13	0.0000
14	DRUSWARI	2.5		Jaisalmer	XEN (DSM Jaisalmer)	ADN (DSM MANGSAR)	TN-02-14	0.0000
15	DRUSWARI	3		Jaisalmer	XEN (DSM Jaisalmer)	ADN (DSM MANGSAR)	TN-02-15	0.0000
16	BARANDEAR PANTA	2		Jaisalmer	XEN (DSM Jaisalmer)	ADN (DSM MANGSAR)	TN-02-16	0.0000
17	POHARA	2		Jaisalmer	XEN (DSM Jaisalmer)	ADN (DSM MANGSAR)	TN-02-17	0.0000

K.20. DRAFT Power Purchase Agreement (PPA) - Indicative

DRAFT POWER PURCHASE AGREEMENT

for

Procurement of _____ MW (AC) Solar Power on Long Term Basis

under PM-KUSUM Component-C Scheme

Between

<Name of Solar Power Generator>

and

RAJASTHAN URJA VIKAS AND IT SERVICES LIMITED

on behalf of

JODHPUR VIDYUT VITARAN NIGAM LIMITED

[_____ 2024]

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

BETWEEN

<Name of Solar Power Generator> (Proprietorship / Partnership / LLP / Company registered under Companies Act 2013 or LLP Act or Partnership Act or Applicable Law In India) selected as Solar Power Generator for implementation of Solar Power Project with associated 33 kV or 11 kV line under **Pradhan Mantri Kisan Urja Suraksha evam Utthan Mahabhiyan (PM-KUSUM) Scheme Component C (Feeder Level Solarization)**, 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

JODHPUR VIDYUT VITARAN NIGAM LIMITED a company incorporated under the Companies Act 1956, having its registered office at New Power House, Jodhpur (hereinafter referred to as '**JDVVNL**' 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 feeder level solarization under Component C of PM KUSUM Scheme on 04th Dec 2020.
- B. To address land identification, its procurement and associated cost to boost decentralized distributed solar generation under PM-KUSUM Component C (Feeder Level Solarization), Hon'ble Energy Minister of Govt. of Rajasthan launched Saur Krishi Ajivika Yojna (SKAY) on 17.10.2022.
- C. The developed portal act as a facilitator where interested farmers / land-owners and SPG can collaborate to arrange land for a solar power plant on RESCO mode in the vicinity (preferably within 5 KMs radius) of identified 33/11 kV substations of Rajasthan Discoms as envisaged under PM-KUSUM Component C (Feeder Level Solarization).

- D. JDVVNL 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 RfS NIT No.: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-_____ dated _____.
- E. 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 33 kV or 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 connected on 11 kV feeders of _____ GSS in JDVVNL under KUSUM Scheme – Component C (Feeder Level Solarization).
- F. JDVVNL 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 RfS.
- G. The SPG has furnished the Project Security Amount of **Rs. _____ Lakhs** in the form of Bank Guarantee in favour of Incharge (RE-DSM Cell), JDVVNL, Jodhpur.
- H. 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 JDVVNL at 33/11 kV _____ Sub-station.
- I. The parties have agreed to execute this Power Purchase Agreement in terms of the RfS 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 33 kV or 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 connected on 11 kV feeders of _____ GSS in JDVVNL under KUSUM Scheme – Component C (Feeder Level Solarization).
- J. As per MNRE guidelines dated 11.05.2022, under RESCO mode of operation, **the SPG shall NOT sell any quantum of solar power from the installed solar power plant to other buyer except JDVVNL / RUVITL during the tenure of this PPA**, including penal provision calling for refund of proportionate CFA granted to the project by MNRE on violation of this condition. In case of any liquidation of assets to the of the solar power plant prior to completion of PPA period, the first charge shall be towards recovery of proportionate CFA granted to the project by MNRE.

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.

"Electricity Act, 2003"	shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
"Agreement" or "Power Purchase Agreement" or "PPA"	shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof;
"Appropriate Commission"	Appropriate Commission or "RERC" shall mean the Rajasthan Electricity Regulatory Commission (RERC);
"Bill Dispute Notice"	shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party;
"Business Day"	shall mean with respect to SPG and JDVNL / RUVITL, a day other than Sunday or a statutory holiday, on which the banks remain open for business in the State;
"Capacity Utilisation Factor" or "CUF"	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)) The annual CUF will be calculated every year from 1st April of the year (COD for first year) to 31 st March next year;
"Change in Law"	shall have the meaning ascribed thereto in Article 12 of this Agreement;
"Commercial Operation Date (COD)"	shall mean the date on which the commissioning certificate is issued upon successful commissioning (as per provisions of this Agreement) of the project;

“Competent Court of Law”	shall mean court under Jodhpur District;
“Consents, Clearances and Permits	shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and/or supply of power;
“Consultation Period”	shall mean the period of ninety (90) days or such other longer period as the Parties may agree, commencing from the date of issuance of a SPG Preliminary Default Notice or JDVVNL / 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;
“Contract Year”	<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"> 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 2) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;
"Contracted Capacity"	shall mean _____ MW (AC) contracted with JDVVNL / RUVITL for supply by the SPG to JDVVNL at the Delivery Point;
“Delivery Point”	<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)</p>

	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;
“Dispute”	shall mean any dispute or difference of any kind between JDVVNL / 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;
"Due Date"	Due Date shall mean the forty-fifth (45 th) 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;
“Effective Date”	shall have the meaning ascribed thereto in Article 2.1 of this Agreement;
“Electricity Laws”	shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission;
“Event of Default”	shall mean the events as defined in Article 13 of this Agreement;
“Expiry Date”	shall mean the date occurring twenty-five (25) years from the 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);
“Financing Agreements”	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 JDVVNL;
"Force Majeure" or "Force Majeure Event"	shall have the meaning ascribed thereto in Article 11 of this Agreement;
"Guaranteed / Minimum Capacity Utilization Factor (CUF)"	The SPG shall be required to maintain annual CUF of 19% (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;
"Indian Governmental Instrumentality"	shall mean the Government of India, Governments of state of Rajasthan and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or 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;
"Insurances"	shall mean the insurance cover to be obtained and maintained by the SPG in accordance with Article 8 of this Agreement;
"Interconnection Facilities"	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;
"Invoice" or "Bill"	shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice / Supplementary Invoice raised by any of the Parties;
"Joint Meter Reading" or "JMR"	shall mean the monthly joint meter reading statement which shall be jointly signed by SPG and JDVVNL representative;

“Late Payment Surcharge”	shall have the meaning ascribed thereto in Article 10.1.7 of this Agreement;
"Law"	shall mean in relation to this Agreement, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of the RERC;
“Letter of Credit” or “LC”	shall have the meaning ascribed thereto in Article 10.1.11 of this Agreement;
“Letter of Award” or “LoA”	shall mean work order issued by JDVNL to the SPG for the project;
“MNRE”	shall mean the Ministry of New and Renewable Energy, Government of India;
"Month"	shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month;
"Party" and "Parties"	shall have the meaning ascribed thereto in the recital to this Agreement;
“Payment Security Mechanism”	shall have the meaning ascribed thereto in Article 10.1.11 of this Agreement;
“Power Project” or “Project”	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;

"Preliminary Default Notice"	shall have the meaning ascribed thereto in Article 13 of this Agreement;
"Project Capacity"	shall mean the maximum AC capacity of the Project at the point of injection on which the Power Purchase Agreement has been signed;
"Prudent Utility Practices"	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"> a. operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be incorporated in the Power Project. b. the requirements of Indian Law; and the physical conditions at the site of the Power Project;
"Rebate"	shall have the same meaning as ascribed thereto in Article 10.1.8 of this Agreement;
"RESCO"	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;
"Rupees", "Rs."	shall mean Indian rupees, the lawful currency of India;
"Scheduled Commissioning Date" or "SCD" of the Project	shall mean [Insert date that is 09 Months from the Date of Issuance of LoA by JDVNL];
"Tariff"	shall have the same meaning as provided for in Article 9 of this Agreement;
"Tariff Payment"	shall mean the payments to be made under Monthly Bills as referred to in Article 10 and the relevant Supplementary Bills;
"Termination Notice"	shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement;

"Term of Agreement"	shall have the meaning ascribed thereto in Article 2 of this Agreement.
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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 1 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 JDVVNL, Jodhpur 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 JDVVNL / 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 LoA**.
- 2.5.4 The PBG will be returned to the SPG two (02) months after successful commissioning of solar power plant, after taking into account any penalties due to delay in commissioning as per terms and conditions of RfS / LoA.
- 2.5.5 No interest will be paid by JDVVNL 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 JDVVNL 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 JDVVNL 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 33 kV or 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 JDVVNL / 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 (JDVVNL) 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 JDVVNL 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 JDVVNL) 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 JDVVNL, 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 19% 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 JDVVNL / 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 RfS / 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 JDVVNL) 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 JDVVNL) 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 JDVVNL 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 / JDVVNL, 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 JDVVNL / RUVITL through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the SPG or JDVVNL / RUVITL, or till such time such Event of Default is rectified by JDVVNL / 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 (3) 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 JDVVNL, 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, JDVVNL shall encash the Performance Bank Guarantee (PBG) as liquidated damages (LD) in the following manner:
- a) **Delay up to two months:** LD equal to the PBG on per day basis. The no. of days in "month" for the LD calculation shall be considered as 30.

- b) **In case the commissioning of the solar power plant is delayed over two months:** The complete PBG amount shall be encashed and PPA shall stand cancelled.

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

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
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 JDVVNL 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 JDVVNL and duly certified by the designated official of JDVVNL.

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 JDVVNL 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 JDVVNL 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, JDVVNL 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 JDVVNL:

Duration of Grid unavailability	Provision for Generation Compensation
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>Generation Loss = [(Average Generation per hour during the Contract Year) × (number of hours of grid unavailability during the Contract Year)]</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 JDVVNL 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 JDVVNL 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 JDVVNL, restricted to the following and there shall be no other claim, directly or indirectly against JDVVNL.

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

	Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month.
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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 JDVVNL 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 JDVVNL.
- 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 JDVVNL 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 JDVVNL (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 JDVVNL / 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

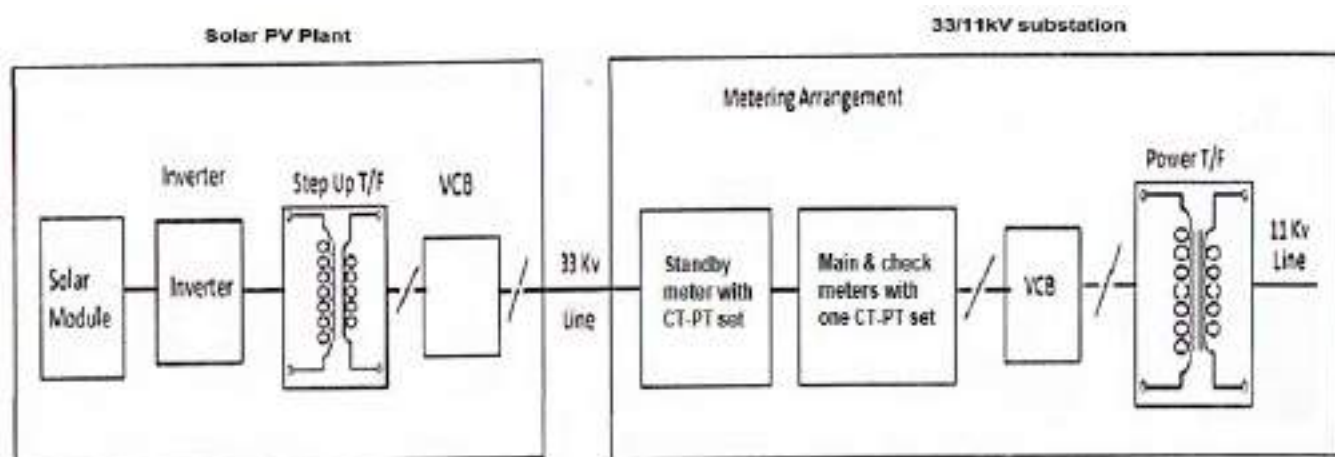
6.1 *Dispatch and Scheduling*

- 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 JDVVNL, 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 JDVVNL and/or CEA. JDVVNL 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 JDVVNL 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 33 kV or 11 kV line. An indicative layout of metering arrangement is given below:



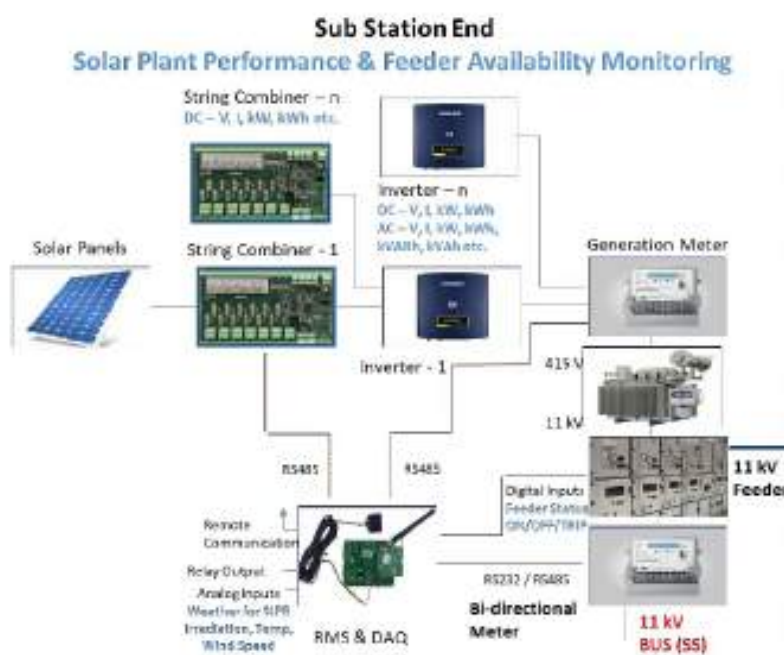
- 7.1.5 Installation and timely replacement of meters (main, check and standby) as required to directly measure energy supplied by the Solar Power Plant shall be the responsibility of selected SPG.
- 7.1.6 The cost of all required meters (main, check, standby meter at substation end along with consumer 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 for feeder level solarization under Component C of KUSUM scheme, 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 RfS 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:**

- 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.
- 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 JDVVNL.
- 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 33 kV or 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, JDVVNL shall have claim on such proceeds of such Insurance limited to outstanding dues of JDVVNL 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 JDVVNL. 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 JDVVNL) as reflected in the Energy Accounts / Joint Meter Reading Report (JMR).

Circle	Division	Subdivision	33/11kV Substation	SPV plant capacity (MW)	Tariff (Rs./kWh)
_____	_____	_____	_____	_____	_____

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 JDVVNL 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 (1st) day and up to and including the fifteenth (15th) day of a Month, the first Monthly Bill shall be issued for the period until the last day of such Month, or

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

- g) From the Commercial Operations Date of the solar power plant, RUVITL (on behalf of JDVVNL) 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:
 - (18) Original signed invoice as per PPA and applicable RERC Regulation addressing to SE (Billing), RUVITL (On behalf of JDVVNL), 132 KV GIS Building, Calgiri Road, Malviya Nagar, Jaipur.
 - (19) Photocopy of Power Purchase Agreement.
 - (20) Original Joint Meter Reading (Export Energy, Import Energy, Net Energy, kVA_{rh}, kVA_h, Maximum Demand, Power Factor).
 - (21) 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*)
 - (22) Memorandum of Association (MoA), if applicable.
 - (23) Board Resolution Letter / Proprietor Deed / Partnership Deed, if applicable.
 - (24) Authority Letter authorizing the signing authority (original).

- (25) Photocopy of Pan Card of SPG Owner and Signing Authority.
 - (26) Signing Authority ID Proof (Aadhar Card).
 - (27) MoM of Connectivity.
 - (28) MoM of Commissioning.
 - (29) Commissioning Certificate issued by competent authority.
 - (30) Synchronization Certificate.
 - (31) A copy of insurance of the power plant and interconnection facility system as per PPA.
 - (32) Validity of Performance Bank Guarantee (PGB).
 - (33) Photocopy of Tri-partite Agreement (if applicable) including cancelled cheque and Passbook Copy as per Draft Format (*please refer Annexure – II of this RfS*).
 - (34) Any other documents as required by RUVITL (on behalf of JDVVNL).
- h) 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.**
- i) All Tariff Payments by RUVITL shall be in Indian Rupees.
 - j) The SPG shall be required to make arrangements and payments for import of energy (if any) as per applicable regulations.
 - k) The SPG shall be required to pay the land rent to JDVVNL / RUVITL in accordance with Tri-partite Agreement (if applicable) signed between RUVITL (on behalf of JDVVNL), farmers / land-owners and solar power developer”.
 - l) 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

NIT NO: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82 dated 15.12.2024

- 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 (45th) 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 JDVVNL), 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:
 - iv. deductions required by the Law; and
 - v. Amount claimed by JDVVNL / RUVITL, if any, from the SPG, will be adjusted from the monthly energy payment.
 - vi. 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 JDVVNL / 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 JDVVNL / 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 5th 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 5 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 JDVVNL / 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 JDVVNL), 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 JDVVNL / 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:
 - iii. Adjustments required by the Energy Accounts (if applicable); or
 - iv. 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 (1) 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 JDVVNL / 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:

JDVVNL shall also establish escrow arrangement in favour of SPG(s), JDVVNL shall enter into a Tri-partite Escrow Agreement to be executed amongst SPG as Borrowers, Financing Institutions as Lender and RUVITL (on behalf of JDVVNL) as Power Procurer wherein JDVVNL 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

- c) If JDVVNL / 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.
- d) If JDVVNL / 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.
- e) 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.
- f) 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 JDVVNL), 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.
- g) Upon receipt of the Bill Disagreement Notice SE (Billing), RUVITL (on behalf of JDVVNL), 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 JDVVNL / 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.
- h) 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.
- i) For the avoidance of doubt, it is clarified the despite a Dispute regarding an invoice, JDVVNL / 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 JDVVNL / 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 (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement.

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 / JDVVNL 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, JDVVNL / 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 JDVVNL of its obligations under this Agreement, shall constitute an SPG Event of Default:
 - (i) the failure to commence supply of power to JDVVNL up to the Contracted Capacity, by the end of the period specified in Article 4, or failure to continue

supply of Contracted Capacity to JDVVNL 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 JDVVNL / RUVITL in this regard; or
- (iii) except where due to any JDVVNL'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 JDVVNL / 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 JDVVNL'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 JDVVNL / 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 JDVVNL:

- (i) JDVVNL 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) JDVVNL 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, JDVVNL is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by JDVVNL within sixty (60) days of receipt of notice in this regard from the SPG to JDVVNL; or

if

- JDVVNL 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 JDVVNL, or
- JDVVNL 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 JDVVNL Event of Default, where such dissolution or liquidation of JDVVNL or JDVVNL 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 JDVVNL and expressly assumes all obligations of JDVVNL 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 JDVVNL.

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, JDVVNL / 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 (JDVVNL / 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 JDVVNL / 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, JDVVNL / 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 JDVVNL / 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, JDVVNL / 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 JDVVNL / RUVITL including the condition that the selectee meets the eligibility requirements of RfS issued by JDVVNL and accepts the terms and conditions of this Agreement.

- 13.3.6 The lenders in concurrence with JDVVNL / 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 JDVVNL / 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 JDVVNL / RUVITL.

- 13.3.7 In the event the lenders are unable to substitute the defaulting SPG within the stipulated period, JDVVNL / 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 JDVVNL Event of Default specified in Article 13.2, the SPG shall have the right to deliver to JDVVNL, 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 JDVVNL Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, JDVVNL 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 JDVVNL within the stipulated period, then the SPG may terminate the PPA and at its discretion require JDVVNL 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 (03) 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 JDVVNL harmless against:

- (a) any and all third party claims against JDVVNL 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 JDVVNL 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 JDVVNL 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 JDVVNL 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 JDVVNL 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 JDVVNL, the SPG or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.
- 14.4.2 JDVVNL 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 JDVVNL, or any affiliate of JDVVNL 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 JDVVNL / 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, JDVVNL / 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 JDVVNL / 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 JDVVNL / 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 JDVVNL / RUVITL. Provided further that, such consent shall not be withheld by the SPG if JDVVNL / 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 JDVVNL / 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 Jodhpur.

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) JDVVNL 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 JDVVNL / 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 – 302 017
Attention	Superintending Engineer (Billing), Rajasthan Urja Vikas and IT Services Limited
Email	ruvnlwind1@gmail.com , se.billing.ruvnl@rajasthan.gov.in
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 JDVVNL / RUVITL shall be indemnified and held harmless by the SPG against any claims that may be made against JDVVNL / RUVITL in relation to the matters set out in Article 17.9.1.
- 17.9.3 JDVVNL / RUVITL shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the SPG by JDVVNL / 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 JDVVNL 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 JDVVNL.

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 JDVVNL / 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 JDVVNL)

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:

K.21. Letter of Undertaking (Token of Acceptance)

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

(In case of JV the undertaking is to be provided by each Member of the Joint Venture)

To,

THE IN-CHARGE (RE-DSM CELL)

New Power House Premises,
JdVVNL, Jodhpur 342003

Sub: Bid towards RfS for Solar Power Generator (SPG) for 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 33 kV OR, 11 kV line to connect the plant various 33/11 kV sub-stations and RMS of solar power plants for solarization of agriculture consumers connected on 11 kV feeders in JDVVNL under KUSUM Scheme – Component C (Feeder Level Solarization) in JDVVNL, under NIT No: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82.

Ref: NIT NO: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/ KUSUM-C/TN-DSM-82 dated 15.12.2024.

Dear Sir/Ma'am,

The undersigned bidder, having read and examined in detail all the RfS documents including any amendments thereof in respect of the appointment of Solar Power Generator for JDVVNL for the said project, do hereby express their interest to provide their work as specified.

We confirm that Bid submitted by us and have been filled up by us as per the provisions of the RfS document issued vide above-referenced NIT. All the terms and conditions of the RfS document along with any amendment thereof are well known and hereby submitting our undertaking towards token of acceptance.

(Seal & Signature)

Name of Authorized Signatory:

Designation:

Date:

Place:

K.22. Undertaking (Availability of Land)

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

To,

THE IN-CHARGE (RE-DSM CELL)

New Power House Premises,
JdVVNL, Jodhpur 342003

Sub: Bid towards RfS for Solar Power Generator (SPG) for 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 33 kV OR, 11 kV line to connect the plant various 33/11 kV sub-stations and RMS of solar power plants for solarization of agriculture consumers connected on 11 kV feeders in JDVVNL under KUSUM Scheme – Component C (Feeder Level Solarization) in JDVVNL, under NIT No: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82.

Ref: NIT NO: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/ KUSUM-C/TN-DSM-82 dated 15.12.2024.

Dear Sir/Ma'am,

I/We hereby declare that the offered land (In Hectares) 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 as summarized below:

S.No.	Land Size (in Hectares)	Ownership (self / leased)
1		
2		
..		

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:

K.23. Undertaking (Ownership of Assets)

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

(Duly certified by Chartered Accountant on this format or may be provided separately on CA's Letter Head with UDIN Number and Seal & Signature)

To,

THE IN-CHARGE (RE-DSM CELL)

New Power House Premises,
JdVVNL, Jodhpur 342003

Sub: Bid towards RfS for Solar Power Generator (SPG) for 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 33 kV OR, 11 kV line to connect the plant various 33/11 kV sub-stations and RMS of solar power plants for solarization of agriculture consumers connected on 11 kV feeders in JDVVNL under KUSUM Scheme – Component C (Feeder Level Solarization) in JDVVNL, under NIT No: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82.

Ref: NIT NO: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/ KUSUM-C/TN-DSM-82 dated 15.12.2024.

Dear Sir/Ma'am,

I / We hereby certify that I/We is/are having the ownership of assets (movable and immovable) of atleast 20% of the total cost (calculated @ Rs. 3.5 Crores per MW) of quoted capacity as summarized below:

S.No.	Asset Particulars (e.g. Land / house / etc.)	Type of Asset (Movable / Immovable)	Value (in Rs.)
1			
2			
..			

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:

NIT NO: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82 dated 15.12.2024

K.24. FORMAT FOR POWER OF ATTORNEY

*(Applicable in case of multiple ownership of proposed land parcel / area)
(To be submitted on Non-Judicial Stamp Paper of Rajasthan of Rs. 500/-)*

TO ALL TO WHOM THESE PRESENTS SHALL COME, I /We <Name of Person(s) Giving Power of Attorney>, Son/Daughter of <Father's Name>, aged <Age in Years>, residing at <Address> owner of land parcel(s) / area(s) as listed in Annexure 1, is / are desirous of appointing <Name of Person Receiving Powers>, Son/Daughter of <Father's Name>, aged <Age in Years>, residing at <Address> (hereinafter called 'the Attorney') to act on behalf of me / us and manage the affairs which the Attorney has consented to do to participate in the RfS document vide TN-DSM-82 of JDVVNL under PM-KUSUM Component C (feeder level solarization).

NOW KNOW YOU ALL AND THESE PRESENTS WITNESS that I, the said and do hereby appoint the said Attorney as my / our true and lawful Attorney with full power and authority to do and execute all acts, deeds, and things as hereinafter mentioned.

- (a) To offer my / our land for submitting bid against TN-DSM-82 of JDVVNL under PM-KUSUM Component C (feeder level solarization).
- (b) To pay or allow all taxes, rates, assessments, charges, deductions, expenses and all other payments and outgoings whatsoever due and payable or to become due and payable for or on account of my / our said land parcel(s) / area(s).
- (c) To enter into, make, sign, seal, execute, deliver, acknowledge, perform all engagements, contracts, agreements, declarations and other documents, papers, writings and things that may be necessary or proper to be entered into, made signed, executed, delivered, acknowledged and performed for any of the purposes of these presents or to or in which I am or may be party or in any way interested.
- (d) To contract with any person for leasing for such period at such rent subject to such conditions as the attorney shall see fit, all or any of the said premises and any such person, to let into possession thereof and to accept surrenders of leases and for that purpose to make and execute any lease or grant or other lawful deed or instrument whatsoever which shall be necessary or proper in that behalf.
- (e) To continue and / or to open new, current and or overdraft accounts in my / our name with any Banks or Bankers and also to draw cheques and otherwise to operate upon any such accounts.
- (f) To receive any lease amount as per the modalities of TN-DSM-82 of JDVVNL / lease agreement with lessee on behalf of me / us.
- (g) To defend any suit or legal proceedings taken against me in any court of law and to do all acts and things as are mentioned above.

- (h) To accept service of any writ of summons or other legal processes or notice in any suit or legal proceedings and any person to represent in such court civil or criminal, or revenue court or tribunal or before any officer or other Tribunal whatsoever.
- (i) To exercise any power and any duty vested in me whether solely or jointly with another or others as executor, administrator, trustee or in any other fiduciary capacity (including powers and trusts to sell or lease land or to receive and give good receipts for money) so far as such power or duty is capable of being validity delegated.

AND I/we, the abovenamed do hereby undertake to ratify whatever the Attorney or any substitute or agent appointed by him under the power in that behalf hereinbefore contained may lawfully do or cause to be done in and by virtue of these presents.

IN WITNESS WHEREOF I/We, the abovenamed have hereunto set my hand this <Day> day of <Date> in the <Month, Year>.

1st Holder

2nd Holder

3rd Holder

Signature:

Signature:

Signature:

Name:

Name:

Name:

Address:

Address:

Address:

WITNESS

1. Signature:

Name:

Address:

2. Signature:

Name:

Address:

Name of Bidder: _____

Authorized Seal & Signatory: _____

K.25. UNDERTAKING FOR FINANCIAL TIE-UP

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

To,

THE IN-CHARGE (RE-DSM CELL)

New Power House Premises,
JdVVNL, Jodhpur 342003

Sub: Bid towards RfS for Solar Power Generator (SPG) for 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 33 kV OR, 11 kV line to connect the plant various 33/11 kV sub-stations and RMS of solar power plants for solarization of agriculture consumers connected on 11 kV feeders in JDVVNL under KUSUM Scheme – Component C (Feeder Level Solarization) in JDVVNL, under NIT No: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82.

Ref: NIT NO: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/ KUSUM-C/TN-DSM-82 dated 15.12.2024.

Dear Sir/Ma'am,

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:

Annexure – I

Sub-station / SPV Capacity Wise Bid Security / EMD (In Rs.)

Sr. No.	Plant ID	Circle	Sub-Station_NAM E	Plant Name	SPV Capacit y (MW)	EMD(IN Lakh) (@Rs. 1 Lakh Per MW)
1	TN-82-1	Balotra	JASOL	Plant No-1(Variya)	2	2.00
2	TN-82-2	Balotra	KALLAN	Plant No-1(MAMA JI KA THAN II)	2.5	2.50
3	TN-82-3	Balotra	RELO KI DHANI	Plant No-1(Pariharo ki dhani)	2.5	2.50
4	TN-82-4	Balotra	VAV NAGAR	Plant No-1(Dabali)	2.5	2.50
5	TN-82-5	Barmer	HARSANI	Plant No-1(FOGERA(HARSANI))	2	2.00
6	TN-82-6	Barmer	GANGASAR A	Plant No-1(BANDHANIYA)	2	2.00
7	TN-82-7	Barmer	GANGASAR A	Plant no-2(SAGARWAS)	2	2.00
8	TN-82-8	Barmer	MITHIBERI	Plant No-1(BSKD Mithi Beri)	2	2.00
9	TN-82-9	Barmer	Sobhala Jetmal	Plant No-1(Mahiyon Ki Dhani)	2	2.00
10	TN-82-10	Barmer	Sobhala Jetmal	Plant no-2(Sobhala Ag-I)	2.5	2.50
11	TN-82-11	Jaisalmer	1365 RD	Plant No-1(1365 HEAD)	2	2.00
12	TN-82-12	Jaisalmer	KHIYA	Plant No-1(KABIR BASTI)	2	2.00
13	TN-82-13	Jaisalmer	DHAYASAR	Plant No-1(DHAWARA)	2.5	2.50
14	TN-82-14	Jaisalmer	DHAYASAR	Plant no-2(MURLI BAGH-DHAYASAR)	2.5	2.50
15	TN-82-15	Jaisalmer	DHAYASAR	Plant no-3(MULANA SECOND)	3	3.00
16	TN-82-16	Jaisalmer	BARAMSAR FANTA	Plant No-1(BARAMSAR AG.)	2	2.00
17	TN-82-17	Jaisalmer	POHARA	Plant No-1(BARAMSAR)	2	2.00
18	TN-82-18	Jaisalmer	Dedansar	Plant No-1(RAM NAGAR FEEDER)	2	2.00
19	TN-82-19	Jaisalmer	Dedansar	Plant no-2(AMAR SAGAR)	2	2.00
20	TN-82-20	Jaisalmer	Kahla Fanta	Plant No-1(KULDHARA)	2	2.00
21	TN-82-21	Jaisalmer	KISHAN GHAT NEW RIICO	Plant No-1(JETHWAI KISHANGHAT FEEDER)	2	2.00
22	TN-82-22	Jaisalmer	BARAT K GAON	Plant No-1(BARATH KAGAON)	2	2.00
23	TN-82-23	Jaisalmer	BHANIYAN A	Plant No-1(MADAWA)	2	2.00
24	TN-82-24	Jaisalmer	FALSHOOD	Plant No-1(KAJOI)	2	2.00
25	TN-82-25	Jaisalmer	GHANTIAL I	Plant No-1(GHANTYALI VILLAGE)	2	2.00
26	TN-82-26	Jaisalmer	SADA	Plant No-1(SADA)	2	2.00
27	TN-82-27	Jaisalmer	KHINWJBA S POKARAN	Plant No-1(BARLIMANDA)	2	2.00
28	TN-82-28	Jaisalmer	NANANIYA	Plant No-1(KELAWA AG.)	2	2.00
29	TN-82-29	Jaisalmer	RAMDEVRA	Plant No-1(LOHARKI)	2	2.00
30	TN-82-30	Jaisalmer	RAMDEVRA	Plant no-3(DUDHIYA)	2	2.00
31	TN-82-31	Jalore	Lumba ki Dhani	Plant No-1(Putvaal)	2.5	2.50
32	TN-82-32	Jalore	Lumba ki Dhani	Plant no-2(Talar-Lumba ki Dhani)	2	2.00

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Sr. No.	Plant ID	Circle	Sub-Station_NAME	Plant Name	SPV Capacity (MW)	EMD(IN Lakh) (@Rs. 1 Lakh Per MW)
33	TN-82-33	Jalore	Mokani	Plant No-1(Ghadoi)	2	2.00
34	TN-82-34	Jalore	Mokani	Plant no-2(Mokani AG)	2	2.00
35	TN-82-35	Jalore	Sirana	Plant No-1(Sedriya-2)	2	2.00
36	TN-82-36	Jalore	Sirana	Plant no-2(Teja Ki Beri -Sirana 1)	2.5	2.50
37	TN-82-37	Jalore	Kakadinadi	Plant No-1(Kakariya)	2	2.00
38	TN-82-38	Jalore	Kakadinadi	Plant no-2(Jharkoda)	2	2.00
39	TN-82-39	Jalore	Pathedi	Plant No-1(Unri-Pathedi)	2.5	2.50
40	TN-82-40	Jalore	Posana	Plant No-1(ROHINWADA)	2	2.00
41	TN-82-41	Jalore	Posana	Plant no-2(Posana Ag.)	2	2.00
42	TN-82-42	Jalore	Khural	Plant No-1(Khural-Khural)	2.5	2.50
43	TN-82-43	Jalore	Mandawla	Plant No-1(Mandawla Ag.)	2	2.00
44	TN-82-44	Jalore	Mandawla	Plant no-2(Nimblana Dangara)	2.5	2.50
45	TN-82-45	Jalore	Bakra	Plant No-1(Bairth)	2.5	2.50
46	TN-82-46	Jalore	Arno Bagawas	Plant No-1(Opsingh ki Dhani)	2	2.00
47	TN-82-47	Jalore	Arno Bagawas	Plant no-2(Arnu)	2	2.00
48	TN-82-48	Jalore	Daspa	Plant No-1(nawapura-Daspa)	2	2.00
49	TN-82-49	Jalore	Daspa	Plant no-2(kora)	2	2.00
50	TN-82-50	Jalore	Goliya	Plant No-1(golandi-1)	2	2.00
51	TN-82-51	Jalore	Goliya	Plant no-2(Goliya Ag.)	2	2.00
52	TN-82-52	Jalore	Jeran	Plant No-1(Puniyanada)	2	2.00
53	TN-82-53	Jalore	Jeran	Plant no-2(Bobarodi)	2	2.00
54	TN-82-54	Jalore	Kawatra	Plant No-1(Dhukadiya)	2	2.00
55	TN-82-55	Jalore	Kawatra	Plant no-2(Kashmir)	2	2.00
56	TN-82-56	Sanchore	NAYA CHAINPURA	Plant No-1(JUNA CHAINPURA AG)	2.5	2.50
57	TN-82-57	Sanchore	NAYA CHAINPURA	Plant no-2(NAYA CHAINPURA AG)	2	2.00
58	TN-82-58	Sanchore	Nayawada	Plant No-1(Sendheri Jal)	2	2.00
59	TN-82-59	Sanchore	Nayawada	Plant no-2(NayaWadaDungaewada)	2	2.00
60	TN-82-60	Sanchore	Peepli Nadi	Plant No-1(Peepli Nadi)	2	2.00
61	TN-82-61	Sanchore	Peepli Nadi	Plant no-2(NAI BALI)	2	2.00
62	TN-82-62	Sanchore	AALRI	Plant No-1(ROPSI)	2.5	2.50
63	TN-82-63	Sanchore	AALRI	Plant no-2(KORI)	2	2.00
64	TN-82-64	Sanchore	Chitrodi	Plant No-1(Chara Ag.)	2	2.00
65	TN-82-65	Sanchore	Dungri	Plant No-1(Pawta Ag.)	3	3.00
66	TN-82-66	Sanchore	Jodwas	Plant No-1(Adarwara)	2	2.00
67	TN-82-67	Sanchore	Jodwas	Plant no-2(Vadlu)	2	2.00
68	TN-82-68	Sanchore	Kuda	Plant No-1(Kuda Ag)	2	2.00
69	TN-82-69	Sanchore	Kuda	Plant no-2(Ramdev Ag)	2	2.00
70	TN-82-70	Sanchore	Raniwada	Plant No-1(Raniwada City)	2	2.00
71	TN-82-71	Sanchore	Raniwada	Plant no-2(Dairy)	2	2.00
72	TN-82-72	Sanchore	Raniwada	Plant no-3(Paal)	4	4.00
73	TN-82-73	Sanchore	RAMPURA	Plant No-1(PADARDI)	2	2.00

Sr. No.	Plant ID	Circle	Sub-Station_NAME	Plant Name	SPV Capacity (MW)	EMD(IN Lakh) (@Rs. 1 Lakh Per MW)
74	TN-82-74	Sanchore	Bijrol Kheda	Plant No-1(Liyadara)	3	3.00
75	TN-82-75	Sanchore	Bijrol Kheda	Plant no-2(Doli Bijrol)	2.5	2.50
76	TN-82-76	Sanchore	Devda	Plant No-1(Devda Ag)	2	2.00
77	TN-82-77	Sanchore	Devda	Plant no-2(Bhutel-Devda)	2	2.00
78	TN-82-78	Sanchore	Itada	Plant No-1(RAMPURA_TATRA AG)	2.5	2.50
79	TN-82-79	Sanchore	Itada	Plant no-2(VAMAL)	2	2.00
80	TN-82-80	Sanchore	Tetrol	Plant No-1(New Akoli)	2	2.00
81	TN-82-81	Sanchore	Tetrol	Plant no-2(Hemaguda-Tetrol)	2	2.00
82	TN-82-82	Sanchore	Khara	Plant No-1(Voda)	2	2.00
83	TN-82-83	Sanchore	Khara	Plant no-2(Balwani)	2	2.00
84	TN-82-84	Sanchore	MALWADA	Plant No-1(Parawa)	2	2.00
85	TN-82-85	Sanchore	Pathmeda	Plant No-1(Medajagir)	2	2.00
86	TN-82-86	Sanchore	Pathmeda	Plant no-2(Pathmeda)	2	2.00
87	TN-82-87	Sanchore	Pathmeda	Plant no-3(SHIV MANDIR)	2	2.00
88	TN-82-88	Anoopgarh	33/11 KV Substation Old Mandi	Plant No-1(3 GM)	2.5	2.50
89	TN-82-89	Anoopgarh	61 GB	Plant No-1(20AS)	2	2.00
90	TN-82-90	Anoopgarh	76 GB	Plant No-1(64GB)	2.5	2.50
91	TN-82-91	Bikaner DC	BHOJUSAR	Plant No-1(BHOJUSAR AG GAJNER)	2	2.00
92	TN-82-92	Bikaner DC	Ramsar III	Plant No-1(RAMSAR III FEEDER NO. 4)	3	3.00
93	TN-82-93	Bikaner DC	Surdhna II	Plant No-1(SURDHNA II Bhawar suthar)	3	3.00
94	TN-82-94	Bikaner DC	Abhaysingh pura	Plant No-1(NAIN feeder)	2.5	2.50
95	TN-82-95	Bikaner DC	Abhaysingh pura	Plant no-2(Bana 37 Kuan)	2.5	2.50
96	TN-82-96	Bikaner DC	HAFANA JHOAR	Plant No-1(F.NO.-5)	2	2.00
97	TN-82-97	Bikaner DC	Satlera	Plant No-1(Feeder No.1 OLD)	2.5	2.50
98	TN-82-98	Bikaner DC	Satlera	Plant no-2(Feeder No.3)	2	2.00
99	TN-82-99	Bikaner DC	Dulchar - I	Plant No-1(SUDSAR VILLAGE)	2.5	2.50
100	TN-82-100	Bikaner DC	Gogana	Plant No-1(LADANA)	2.5	2.50
101	TN-82-101	Bikaner DC	Gogana	Plant no-2(BAD FEEDER)	2	2.00
102	TN-82-102	Bikaner DC	Kotasar - II	Plant No-1(FEEDER NO. 2(Kotasar-II))	2.5	2.50
103	TN-82-103	Bikaner DC	KUNTASAR -II	Plant No-1(FEEDER NO. 1)	2.5	2.50
104	TN-82-104	Bikaner DC	Punrasar - I	Plant No-1(FEEDER NO. 10 NEW)	2.5	2.50
105	TN-82-105	Bikaner DC	Punrasar - I	Plant no-2(FEEDER NO. 15)	2.5	2.50
106	TN-82-106	Bikaner DC	PUNRASAR -III	Plant No-1(FEEDER NO 1)	2	2.00
107	TN-82-107	Bikaner DC	PUNRASAR -III	Plant no-2(FEEDER NO 3)	2	2.00
108	TN-82-108	Bikaner DC	Sharana Johar	Plant No-1(Shodaan Singh)	2.5	2.50
109	TN-82-109	Bikaner DC	33/11KV S/S Jasarasar	Plant No-1(Bhagwati)	2	2.00
110	TN-82-110	Bikaner DC	33/11KV S/S	Plant no-2(Sadhasar-I Jasarasar)	2	2.00

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Sr. No.	Plant ID	Circle	Sub-Station_NAME	Plant Name	SPV Capacity (MW)	EMD(IN Lakh) (@Rs. 1 Lakh Per MW)
			Jasarasar			
111	TN-82-111	Bikaner DC	33/11KV S/S Salana talai	Plant No-1(Sajanwasi feeder)	2.5	2.50
112	TN-82-112	Bikaner DC	MANSURI-III	Plant No-1(Dholiya Feeder)	2.5	2.50
113	TN-82-113	Hanumangarh	Kalibanga	Plant No-1(Nali Belt)	2.5	2.50
114	TN-82-114	Hanumangarh	NAWAN	Plant no-2(NAWAN AG F1)	2.5	2.50
115	TN-82-115	Hanumangarh	Nai Wala	Plant No-1(Naiwala Nali feder)	2.5	2.50
116	TN-82-116	Hanumangarh	Nai Wala	Plant no-2(Naiwala AG feeder)	2.5	2.50
117	TN-82-117	Hanumangarh	JHANSAL	Plant No-1(UDRAN FEEDER)	2.5	2.50
118	TN-82-118	Hanumangarh	BHAWALDESAR GSS	Plant No-1(BHWALDESHAR AG NO.2)	2.5	2.50
119	TN-82-119	Hanumangarh	Dobi	Plant No-1(Utradabas Feeder)	2.5	2.50
120	TN-82-120	Hanumangarh	Dhaba	Plant No-1(DHABAN VILLAGE)	2	2.00
121	TN-82-121	Hanumangarh	Dhaba	Plant no-2(AMP-1)	2	2.00
122	TN-82-122	Hanumangarh	Dhaba	Plant no-3(HARIPURA AG.)	2.5	2.50
123	TN-82-123	Sri ganganagar	25 ML	Plant No-1(36 LNP FEEDER)	2.5	2.50
124	TN-82-124	Sri ganganagar	Chunaward	Plant No-1(GG-I (KOTHI))	2	2.00
125	TN-82-125	Sri ganganagar	7 ML	Plant No-1(9 ML)	2.5	2.50
126	TN-82-126	Sri ganganagar	Netewala	Plant No-1(MAHIYANWALI)	2	2.00
127	TN-82-127	Sri ganganagar	Netewala	Plant no-2(GG MINOR)	2	2.00
128	TN-82-128	Jodhpur DC	BELWA	Plant No-1(RANAJI AG)	2.5	2.50
129	TN-82-129	Jodhpur DC	BELWA	Plant no-2(JHINJHIYALA (BELWA))	2	2.00
130	TN-82-130	Jodhpur DC	KUI	Plant No-1(BELWA (RANA JI KA BASS))	2	2.00
131	TN-82-131	Jodhpur DC	KUI	Plant no-2(KUI INDA AG)	2	2.00
132	TN-82-132	Jodhpur DC	BABA KI NIMBARI(DHEERPURA)	Plant No-1(DHEERPURA 4M DHEERPURA)	2	2.00
133	TN-82-133	Jodhpur DC	BABA KI NIMBARI(DHEERPURA)	Plant no-2(hatesingh nagar)	2	2.00
134	TN-82-134	Jodhpur DC	KHETNAGAR	Plant No-1(KhetNagar-4m-KhetNagar)	2	2.00
135	TN-82-135	Jodhpur DC	SEKHALA	Plant No-1(AJEETGADH)	2	2.00
136	TN-82-136	Jodhpur DC	SEKHALA	Plant no-2(SHEKHALA AG.)	2	2.00
137	TN-82-137	Jodhpur DC	54 MILE KETU	Plant No-1(KETU KALLA)	2.5	2.50
138	TN-82-138	Jodhpur DC	54 MILE KETU	Plant no-2(BAORI)	2	2.00
139	TN-82-139	Jodhpur DC	KERU	Plant No-1(MOKLAWAS)	2	2.00
140	TN-82-140	Jodhpur DC	KERU	Plant no-2(SHIV SARNO KI DHANI)	2	2.00
141	TN-82-141	Jodhpur DC	KERU	Plant no-3(RAMDEO COLONY)	2	2.00
142	TN-82-142	Jodhpur DC	HEERADESHAR	Plant No-1(OSTRA)	2	2.00
143	TN-82-143	Jodhpur DC	HEERADESHAR	Plant no-2(BHERU NAGAR LRP)	2	2.00
144	TN-82-144	Jodhpur DC	RAMPURA	Plant No-1(Rampura _ Dadmi Ag)	3	3.00
145	TN-82-145	Jodhpur DC	NARI NADI (Plant No-1(DARJIYO KI DHANI)	2	2.00

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Sr. No.	Plant ID	Circle	Sub-Station_NAME	Plant Name	SPV Capacity (MW)	EMD(IN Lakh) (@Rs. 1 Lakh Per MW)
			CHANDRAK H)			
146	TN-82-146	Jodhpur DC	NARI NADI (CHANDRAK H)	Plant no-2(DHOLA BHATA)	2	2.00
147	TN-82-147	Jodhpur DC	BARA KALLAN	Plant No-1(BARA KALLAN AG.-BARA KALLAN)	2	2.00
148	TN-82-148	Jodhpur DC	BARA KALLAN	Plant no-2(BARA KHURD)	2	2.00
149	TN-82-149	Jodhpur DC	BIRAI	Plant No-1(GANGANI(NEW))	2.5	2.50
150	TN-82-150	Jodhpur DC	BIRAI	Plant no-2(KASTI JOINTRA)	2.5	2.50
151	TN-82-151	Jodhpur DC	DANWARA	Plant No-1(PABU SAGAR-DANWARA)	2.5	2.50
152	TN-82-152	Jodhpur DC	DANWARA	Plant no-2(MANSAGAR-DANWARA)	2	2.00
153	TN-82-153	Jodhpur DC	DHANARI KHURD	Plant No-1(DHANARI KHURD)	2.5	2.50
154	TN-82-154	Jodhpur DC	DHANARI KHURD	Plant no-2(KRISHAN NAGAR-DHANARI KHURD)	2	2.00
155	TN-82-155	Jodhpur DC	MATHANIA	Plant No-1(MATHANIA VILLAGE OLD)	2	2.00
156	TN-82-156	Jodhpur DC	MATHANIA	Plant no-2(BAORI)	2	2.00
157	TN-82-157	Jodhpur DC	RAJASNI	Plant No-1(KOTRA)	2	2.00
158	TN-82-158	Jodhpur DC	RAJASNI	Plant no-2(BABA KA DEVARA)	2	2.00
159	TN-82-159	Jodhpur DC	BADA KOTECHA-II	Plant No-1(BHOMIYA JI-BADA KOTECHA-II)	3	3.00
160	TN-82-160	Jodhpur DC	BADA KOTECHA-II	Plant no-2(HAWELI)	3	3.00
161	TN-82-161	Jodhpur DC	BINJWADIYA	Plant No-1(KUI TAL)	2	2.00
162	TN-82-162	Jodhpur DC	BINJWADIYA	Plant no-2(RAMSAGAR)	2	2.00
163	TN-82-163	Jodhpur DC	New Tinwari near 220 KV GSS	Plant No-1(Bada Kotecha)	2	2.00
164	TN-82-164	Jodhpur DC	New Tinwari near 220 KV GSS	Plant no-2(Naya Bera B)	2	2.00
165	TN-82-165	Jodhpur DC	New Tinwari near 220 KV GSS	Plant no-3(Naya Bera A)	2	2.00
166	TN-82-166	Pali	Anna	Plant No-1(KARNAVA Ag)	2	2.00
167	TN-82-167	Pali	Desuri	Plant No-1(LAMPI)	2	2.00
168	TN-82-168	Pali	Desuri	Plant no-2(DESURI CITY)	2	2.00
169	TN-82-169	Pali	Kolar	Plant No-1(BAGOL)	2	2.00
170	TN-82-170	Pali	MADPUR	Plant No-1(Daylana Feeder)	2	2.00
171	TN-82-171	Pali	Nadol	Plant No-1(NIPPAL)	2	2.00
172	TN-82-172	Pali	Nadol	Plant no-2(NADOL CITY+I.O.C.)	2	2.00
173	TN-82-173	Pali	Panota	Plant No-1(SANSRI)	2	2.00
174	TN-82-174	Pali	Sindarli	Plant No-1(VADOD)	2	2.00
175	TN-82-175	Pali	Ballupura	Plant No-1(RABARIYAWAS AG)	2.5	2.50
176	TN-82-176	Pali	Falka	Plant No-1(PIPARA)	2.5	2.50
177	TN-82-177	Pali	Falka	Plant no-2(KHARADI)	2.5	2.50
178	TN-82-178	Pali	Raas	Plant No-1(PALIYAWAS AG)	3	3.00
179	TN-82-179	Pali	Sewariya	Plant No-1(SEVARIYA AG)	2	2.00

Sr. No.	Plant ID	Circle	Sub-Station_NAME	Plant Name	SPV Capacity (MW)	EMD(IN Lakh) (@Rs. 1 Lakh Per MW)
180	TN-82-180	Pali	Sewariya	Plant no-2(KOTADIA AG)	2	2.00
181	TN-82-181	Pali	Ber Kalan	Plant No-1(BER KALAN Ag-I)	2	2.00
182	TN-82-182	Pali	Ber Kalan	Plant no-2(LOTOTI Ag-I)	2	2.00
183	TN-82-183	Pali	Prithivipura	Plant No-1(GARNIYA)	2	2.00
184	TN-82-184	Pali	Prithivipura	Plant no-2(TUBE-WELL-I)	2	2.00
185	TN-82-185	Pali	Ramaniya	Plant No-1(MATAJIWADA)	2	2.00
186	TN-82-186	Pali	Ramaniya	Plant no-2(GUDA LAS)	2	2.00
187	TN-82-187	Pali	SINDRU	Plant No-1(SINDRU WW)	2	2.00
188	TN-82-188	Pali	SUMERPUR CITY	Plant No-1(NETRA)	2	2.00
189	TN-82-189	Pali	SUMERPUR CITY	Plant no-2(KANPURA AG)	2	2.00
190	TN-82-190	Pali	JETPUR	Plant No-1(FEKARIYA)	2	2.00
191	TN-82-191	Pali	Sojat Road	Plant No-1(DHUNDALA)	2	2.00
192	TN-82-192	Pali	Sojat Road	Plant no-2(KHOKHRA)	2	2.00
193	TN-82-193	Phalodi	CHORDIA	Plant No-1(SETRAWA)	2.5	2.50
194	TN-82-194	Phalodi	DHOLASAR	Plant No-1(KANODIA)	2	2.00
195	TN-82-195	Phalodi	DHOLASAR	Plant no-2(BALINATH)	2	2.00
196	TN-82-196	Phalodi	BALLAI	Plant No-1(MAHADEV - BALLAI)	2	2.00
197	TN-82-197	Phalodi	BALLAI	Plant no-2(BANDA)	2	2.00
198	TN-82-198	Phalodi	BAORI KALLA	Plant No-1(JAGRIYA)	3	3.00
199	TN-82-199	Phalodi	CHHATARDI NADI	Plant No-1(JAMBHESHWAR)	2	2.00
200	TN-82-200	Phalodi	CHHATARDI NADI	Plant no-2(UMMED NAGAR)	2	2.00
201	TN-82-201	Phalodi	KOLU NIMBAYAT	Plant No-1(BABA RAMDEV-KOLU NIMBAYAT)	2.5	2.50
202	TN-82-202	Phalodi	KOLU RATHODA (DHOLANADA)	Plant No-1(MANDLA-KOLU RATHODA (DHOLANADA))	4	4.00
203	TN-82-203	Phalodi	KOLU RATHODA (DHOLANADA)	Plant no-2(GOSAI BABA FEEDER)	2	2.00
204	TN-82-204	Phalodi	SIHRA	Plant No-1(SHRI AAINATH)	3	3.00
205	TN-82-205	Phalodi	SIHRA	Plant no-2(BALATA-SIHRA)	4	4.00
206	TN-82-206	Sirohi	KALANDRI	Plant No-1(Valdara)	2.5	2.50
207	TN-82-207	Sirohi	KALANDRI	Plant no-2(Mohabbatnagar)	2	2.00
208	TN-82-208	Sirohi	KRISHANG ANJ	Plant No-1(dhanta feedar)	2	2.00
209	TN-82-209	Sirohi	KRISHANG ANJ	Plant no-2(siyakara)	2	2.00
210	TN-82-210	Sirohi	NITODA	Plant No-1(NITORA AG.FEEDER)	2	2.00
211	TN-82-211	Sirohi	NITODA	Plant no-2(MANDWARA FEEDER)	2	2.00
212	TN-82-212	Sirohi	BANAS	Plant No-1(11 KV BASANTGARH FEEDER)	2	2.00
213	TN-82-213	Sirohi	BANAS	Plant no-2(DHANARI FEEDER)	2	2.00
214	TN-82-214	Sirohi	BHUJELA	Plant No-1(AUCHPURA FEEDER)	2	2.00
215	TN-82-215	Sirohi	BHUJELA	Plant no-2(SANGWARA FEEDER)	2	2.00
216	TN-82-216	Sirohi	PALARI	Plant No-1(Bagseen)	2	2.00

Sr. No.	Plant ID	Circle	Sub-Station_NAME	Plant Name	SPV Capacity (MW)	EMD(IN Lakh) (@Rs. 1 Lakh Per MW)
217	TN-82-217	Sirohi	PALARI	Plant no-2(Uthman-Palari)	2	2.00
218	TN-82-218	Sirohi	PALARI	Plant no-3(Vera Vilpur)	2	2.00
219	TN-82-219	Sirohi	POSALIYA	Plant No-1(Arthwada Ag)	2.5	2.50
220	TN-82-220	Sirohi	POSALIYA	Plant no-2(Posaliya Vill)	2	2.00
221	TN-82-221	Sirohi	POSALIYA	Plant no-3(Rukhada)	2	2.00
222	TN-82-222	Sirohi	PADIV	Plant No-1(MANDWA)	2	2.00
223	TN-82-223	Sirohi	Bant	Plant No-1(MOHBATPURA AG)	2	2.00
224	TN-82-224	Sirohi	Bant	Plant no-2(KHANEDI AG)	2	2.00
225	TN-82-225	Sirohi	Magriwada	Plant No-1(MAKRIWARA JAWAL AG)	2	2.00
226	TN-82-226	Sirohi	Magriwada	Plant no-2(DHANPURA AG)	2	2.00
227	TN-82-227	Sirohi	Mandar	Plant No-1(MANDAR CITY)	2	2.00
228	TN-82-228	Sirohi	Mandar	Plant no-2(LILADHARI MAHADEV TUKDA AG)	4	4.00
229	TN-82-229	Sirohi	Nimbaj	Plant No-1(NIMBAJ VILLAGE)	2	2.00
230	TN-82-230	Sirohi	Nimbaj	Plant no-2(KESUA WADWAJ AG)	2	2.00
231	TN-82-231	Sirohi	Sorda	Plant No-1(Veer Bawasi)	2	2.00
232	TN-82-232	Sirohi	Sorda	Plant no-2(Bileshwar Mahadev)	2	2.00
233	TN-82-233	Sirohi	Anadara	Plant no-2(GULABGANJ AG)	2	2.00
234	TN-82-234	Sirohi	Anadara	Plant no-3(DHAWALI AG-Anadara)	2	2.00

Annexure – II

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 / farmer, Solar Power Developer and RUVITL (on behalf of JDVVNL))

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 Renewable Power Generator (RPG) / 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 JODHPUR VIDYUT VITARAN NIGAM LIMITED) a company incorporated under the companies Act 2013, having Registered / Head Office at New Power House, Jodhpur (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 RPG / Developer) being a _____ (Details of RPG / 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 JDVVNL) to pay the applicable land lease rent (upto the level as per SKAY scheme modalities) 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 JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/KUSUM-C/TN-DSM-82 dated _____ and project awarded vide JDVVNL 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 under SKAY Scheme 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 JDVVNL) 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 / JDVVNL in which the payable rent will be remitted by LESSEE and/or, RUVITL (on behalf of JDVVNL) as per below format:

Sr. No.	Bank Account Details (For _____ MW (AC) Solar Power Plants under _____ GSS of _____ Circle, JDVVNL)	Land-owners / farmers / solar power developer inputs
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 JDVVNL) 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 / JDVVNL shall 'NOT' be liable for any payments to land-owner / farmer.

- e) RUVITL (on behalf of JDVVNL) 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) JDVVNL / RUVITL hereby covenants with the LESSOR/OWNER & LESSEE as under:
 - i. JDVVNL / 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, JDVVNL / 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 Jodhpur 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, JDVVNL / 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 JDVVNL)

WITNESSES:

- 1.
- 2.

Annexure – III

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 RPGs>**, (Proprietorship / Partnership / LLP / LLC / Company registered under Companies Act 2013), formed as Special Purpose Vehicle (SPV) for implementation of Solar Power Project under Pradhan Mantri Kisan Urja Suraksha evam Utthan Mahabhiyan (PM-KUSUM) Scheme, Component - C (Feeder Level Solarization), having registered office at (hereinafter referred to as the “Renewable Power Generator or RPG” 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. **Jodhpur Vidyut Vitran Nigam Limited**, a company duly incorporated and validly existing under the laws of India with Corporate Identification Number – U40109RJ2000SGC016483 and having its registered office at New Power House Jodhpur (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 Renewable 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 RPG 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 RPG 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 RPG for such contracted capacity and at the tariff as stated in the Power Purchase Agreement. The RPG 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 Renewable Power Generator or RPG to FINANCING BANK in respect of the Facility the Renewable Power Generator or RPG and the RUVITL / DISCOM have agreed that the entire payments made in respect of the Renewable Power purchased by the DISCOM from the Renewable Power Generator or RPG 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 RPG 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 **RPG** 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 RPG with FINANCING BANK in respect of the Facility;

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

Final Settlement Date shall mean the date on which the entire dues payable by the RPG 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 RPG as evidenced by a no dues certificate being issued by FINANCING BANK;

Interest means the amount of monthly interest payable by the RPG 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 RPG and the RUVITL (on behalf of DISCOM) where under the DISCOM has agreed to purchase renewable power from the RPG or any other item agreed between the RPG and RUVITL / DISCOM against payment of Purchase Price;

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

2. Appointment of Escrow Agent:

The RPG 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 RPG 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 RPG 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 RPG 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 RPG under the Power Purchase Agreement to the Escrow Account on or before the due date as stipulated under the Power Purchase Agreement.

- 4.2** RPG 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 RPG 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** RPG 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 RPG 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 RPG, as term deposits of Escrow Agent Bank for such time as may be required. Notwithstanding the same, at all times the RPG 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 RPG 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 RPG, 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 RPG 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, RPG 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 RPG 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 RPG. All income earned from the cash and investments of the Escrow Amounts held in the Escrow Accounts shall be taxable to the RPG 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 RPG 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 RPG:

The RPG 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 RPG from its obligation for payment of any or all amounts due by the RPG 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 RPG, Financing Bank and the RUVITL / DISCOM with prompt written notice of any such events and the RPG shall forthwith be liable for payment of Interest and Installment of the Facility in terms of the Facility Agreement.

9. Fees:

The RPG 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 RPG 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 Jodhpur (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 RPG** 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

RPG

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: