



**JODHPUR VIDYUT VITRAN NIGAM LIMITED**

Corporate Identity Number (CIN) – U40109RJ2000SG016483

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No. JDVVNL/CE/S&T/CSS/DSM/INCHARGE/DSM/S.KUSUM-A/F.TN-DSM-101/LOA NO.

1803 4352 /D- Date

4/9/25

**JRHS INFOTECH PVT LTD**

C-245, Sector-3, Greater Noida, Uttar Pradesh (As per Format-2)

F.no.101, CSC-1, Kondali, Gharoli, Mayur Vihar, Phase-3, Delhi-110096

Email ID: [-ashish.anan@jrhsinfotech.com](mailto:-ashish.anan@jrhsinfotech.com)

Contact No: 8368251106

**Subject: Letter of Award (LoA) for the work of for design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years from COD of grid connected solar power plants through RESCO mode, its associated 11 KV line to connect the plant ANOOPGARH (Plant No.-1) with 33/11 kV sub-station ANOOPGARH and remote monitoring system (RMS) of solar power plants vide tender No. TN-DSM-101 under Component A of PM-KUSUM Scheme of JdVVNL.**

**Ref:**

- (1) Approval from Hon'ble RERC on finalized Pre-fixed Levelized Tariff vide Order Dated 12.03.2025
- (2) Eol No.: JDVVNL/IN-CHARGE(RE-DSM)/XEN(RE-DSM)/COMPONENT-A/TN-DSM-101 Dated 27.03.2025 and subsequent amendments issued thereof.
- (3) Eol opened on date 23.05.2025.
- (4) Your Eol Bid No. **3144055** and RFP Bid ID :**3289248**

With reference to your above cited offer and subsequent communications as referred above, **Letter of Award (LoA)** is hereby placed upon you 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 **2.00 MW (AC) grid connected solar power plant** through RESCO mode, its associated 11 KV line to connect the plant ANOOPGARH (Plant No.-1) with ANOOPGARH (Plant No.-1) and remote monitoring system (RMS) of solar power plants in JdVVNL under KUSUM Scheme – Component A against Eol No. **TN-DSM-101**. The terms and conditions of this LoA shall be governed by the terms and conditions incorporated in Eol document No. TN-DSM-101 dated 27.03.2025 with subsequent amendments issued thereof, whereas, for the clauses in this LoA which are different from Eol, the clauses of this LoA shall prevail.

LoA/KUSUM/A/JdVVNL/TN-101/Pg.: 1

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1. Definitions:

|                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Engineer-In-Charge                                     | Executive Engineer, JdVVNL of concern area                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Nodal Officer                                          | INCHARGE (RE-DSM Cell), JdVVNL, Jodhpur                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Solar Power Generator (SPG)                            | <b>JRHS INFOTECH PVT LTD</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Discoms                                                | Jaipur Vidyut Vitran Nigam Limited (JVVNL), Ajmer Vidyut Vitran Nigam Limited (AVVNL) and Jodhpur Vidyut Vitran Nigam Limited (JdVVNL)                                                                                                                                                                                                                                                                                                                                                                                |
| Discom                                                 | Jodhpur Vidyut Vitran Nigam Limited (JdVVNL)                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Power Procurer                                         | Rajasthan Urja Vikas & IT Services Limited (RUVITL) on behalf of JdVVNL                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Guaranteed / Minimum Capacity Utilization Factor (CUF) | The SPG shall be required to maintain annual CUF of 17% (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' clause of this LoA |

2. Scope of work:

2.1. The brief scope of work covers Design, Survey, Supply, Installation, Testing, Commissioning and Operation & Maintenance of Grid Connected **2.00 MW** (AC) Solar Power Plant, its associated 11 kV line and Remote Monitoring System (RMS) of Solar Power Plant for 25 Years through RESCO mode. The project shall be completed **within 09 months** from date of issuance of this Letter of Award (LoA).

2.2. Summary of scope of work of SPG is provided hereunder:

- Detailed site survey;
- 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.*

- Design, supply and installation of solar power plant near the concerned 33/11 kV Sub-station(s) of JdVVNL, in line with requirements under MNRE guidelines;

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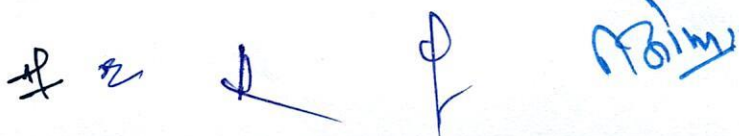
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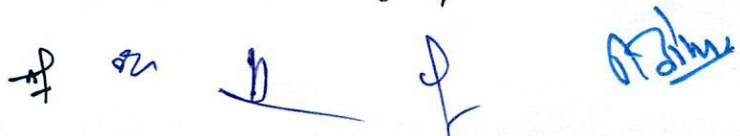
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- d) Supply and erection of associated 11 kV line connecting the solar power plant with 33/11 Sub-station(s) (including bay, breakers and metering system at substation) as per design and specifications of JDVVNL / MNRE / CEA;
  - e) Testing and commissioning of plant & associated 11 kV line 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 11 kV line 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) Remote Monitoring of installed solar power plant through Remote Monitoring System (RMS) for 25 years (unless extended by both the parties on mutual agreement).
  - j) It is clarified that SPG is solely responsible for land identification and further development of the project. If the SPG 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.
  - k) If required, pre-dispatch inspection shall be carried out by JDVVNL at the works of OEM where modules / panels are manufactured.
- 2.3. Applicability of Approved List of Models & Manufactures (ALMM):
- a) As per MNRE Guidelines, the ALMM [Approved List of Models & Manufactures] for Solar PV Modules, is being re-imposed with effect from 1st April, 2024, therefore ALMM shall be applicable for the installation & commissioning of the solar power plants under Component A of PM-KUSUM Scheme.
  - b) Domestic manufacturing of solar modules will also be ensured through inspection and verification of the modules by JDVVNL. If required, MNRE may conduct its independent inspection or verification to ensure domestic manufacturing requirement / ALMM.
- 2.4. SPG shall be responsible for all the works related to testing & commissioning of the project.
- 2.5. In no case, Procurer or JDVVNL shall be responsible to pay or increase in tariff for any work related to Project.
- 2.6. The project (solar power plant and associated 11 kV line / RoW) 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 the EoI document.
- 2.7. 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.



- 2.8. It shall be the responsibility of the SPG, entirely at its cost and expense, to install such number of solar panels and associated equipment as may be necessary to achieve the required **min. CUF of 17%**, and for this purpose selected SPG 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.
- 2.9. All components used for installation of solar power plants shall confirm to applicable BIS / MNRE specifications and follow quality control guidelines issued by MNRE.
- 2.10. The project does **NOT** include energy storage with solar power plant.
- 2.11. 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 11 kV line.
    - (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 11 kV line.
  - b) The above clearances, as applicable for the solar power plant and/or, associated 11 kV line, shall be required to be submitted to 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.
- 2.12. The scope of work shall also include submission of following by the SPG:
- a) A layout plan of the site to the Inspecting Authority clearly indicating the identified location for installation of solar power plant & control room, where control panels shall be installed.
  - b) Detailed planning of time bound smooth execution of Project;
  - c) Performance testing of the completion and successful commissioning of the Project;
  - d) O&M plan for the plant and 11 kV line for twenty-five (25) years from COD to assure faultless operation;
  - e) Inventory plan to ensure availability of spare parts for minimal / no downtime of the project and/or, 11 kV line, 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.
  - g) Part commission of the project shall '**NOT**' be allowed.

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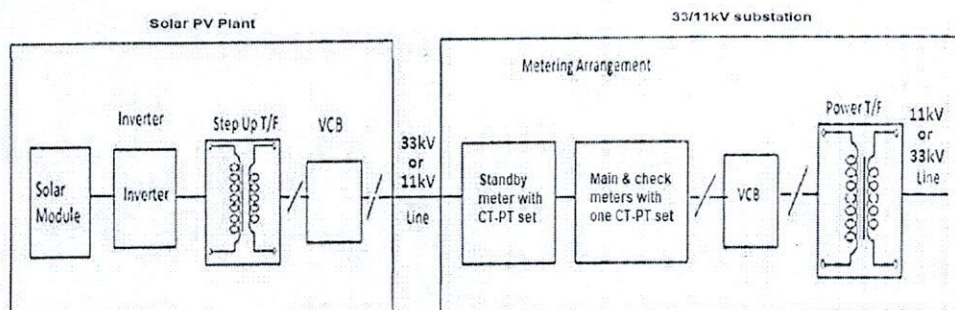


2.13. After award of contract, in case of any dispute / litigation on the originally proposed land, the bidder shall be bound to arrange alternative land for the solar project.

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

2.15. Metering and grid connectivity:

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



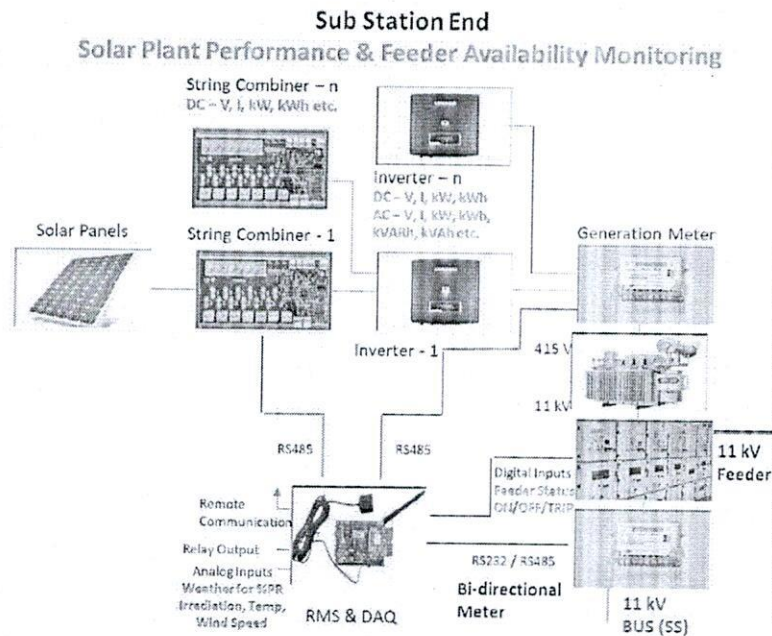
- e) Installation and timely replacement of meters (main, check and standby) as required to directly measure energy supplied by the Solar Power Plant shall be the responsibility of selected SPG.
- f) **The cost of all required meters (main, check, standby meter at substation end) and associated CT-PT sets shall be borne by the SPG.**

2.16. Remote Monitoring System (RMS):

- a) As per the MNRE guidelines, it is mandatory for Discoms to monitor solar power generation and performance of all solar power plants 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.

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



As shown in above diagram SPG needs to provide a Remote Monitoring System (RMS) for:

- i. **Solar Power Plant Remote Monitoring system (RMS):** To capture electrical parameters from multiple devices such as ABT Meter, Generation Meter, Inverters, String Combiner boxes or String inverters. Remote Monitoring System (RMS) 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.
- ii. **Communication Connectivity for Solar Plant RMS:**

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- a. Field Device Connectivity: Remote Monitoring System (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.
- b. Remote Connectivity: Remote Monitoring System (RMS) will connect to State Level SEDM Server using 2G/3G/4G or any other suitable cellular communication.
- c. Local Connectivity: Ethernet / Bluetooth / Wi-Fi connectivity to configure parameter, notifications, communication intervals, set points, operation mode configuration or to download locally stored data.
- e) Details of Communication Modes, Communication Protocols, Security and Message formats and equipment wise parameter details can be taken by SPG from JDVVNL.
- f) It is the responsibility of SPG to provide SIM card, recurring communication charges and maintain communication connectivity of more than 96% and data availability of 99% for the 25 years (unless extended by both the parties on mutual agreement) of operation & maintenance of solar power plant and its associated 11 kV line.
- g) It is the responsibility of SPG to keep the power project free from any obstructions during the period of contract and shall perform all obligations under the Contract.
- h) SPG shall be required to comply with applicable rules regarding registration of Solar Power Plant with the State Nodal Agency in accordance with the provisions of applicable policies / rules of the State of Rajasthan and it shall also be the responsibility of SPG to keep itself updated regarding the fees payable to RRECL under the respective State Solar Energy Policy.

**3. Project milestones and timeline:**

| S. No. | Milestone                                                                                                                                                                              | Timeline                                                |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| 1.     | Issuance of work order to the successful bidder                                                                                                                                        | T1                                                      |
| 2.     | Unconditional acceptance of work order by successful Bidder                                                                                                                            | T1 + 03 days                                            |
| 3.     | Submission of Performance Bank Guarantee (PBG), Team mobilization and Site survey                                                                                                      | T1 + 01 month                                           |
| 4.     | Signing of PPA between selected bidder (SPG) and RUVITL (on behalf of JDVVNL)                                                                                                          | T1 + 02 Months                                          |
| 5.     | Completion of design, supply, installation, testing and commissioning of the solar PV power plant and associated 11 kV line for connecting solar power plant with concerned substation | T1 + 09 months                                          |
| 6.     | Operation and maintenance of power plant and associated 11 kV line                                                                                                                     | 25 years from COD (unless extended by both the parties) |

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| S. No. | Milestone | Timeline             |
|--------|-----------|----------------------|
|        |           | on mutual agreement) |

#### 4. Special Purpose Vehicle:

- 4.1. SPG shall 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 Power Purchase Agreement (PPA).
- 4.2. If the selected SPG wishes to execute the project through SPV, the Memorandum of Association (MoA) / Article of Association (AoA) (*as applicable*) 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.

#### 5. Extensions of Time:

- 5.1. In the event that the SPG is prevented from performing its obligations under Clause 14 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 Clause 37, for a reasonable period but not less than 'day for day' basis, to permit the SPG or JDVVNL through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the SPG or RUVITL / JDVVNL, or till such time such Event of Default is rectified by RUVITL / JDVVNL.

- 5.2. In case of extension due to reasons specified in Clause 5.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of three (03) months, any of the Parties may choose to terminate the Agreement as per the provisions of Clause 23.5. 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.
- 5.3. 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 Clause 48 and 49 of this LoA.
- 5.4. 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.

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5.5. 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 Clause 37.

5.6. Delay in commissioning of the project beyond the scheduled commissioning date for reasons other than those specified in Clause 5.1 shall be an event of default on part of the SPG and shall be subject to the consequences specified in the Clause 5.1.

**6. Applicable Power Purchase Agreement (PPA) Tariff:**

6.1. 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 JDVNL) as reflected in the Energy Accounts / Joint Meter Reading Report (JMR):

| Circle        | Division               | Sub-division       | 33/11 kV Sub-station | Sub-station Code | SPV plant capacity (MW) | Plant Name              | Final Tariff (Rs. Per unit) |
|---------------|------------------------|--------------------|----------------------|------------------|-------------------------|-------------------------|-----------------------------|
| Sriganganagar | XEN(O&M),<br>Anoopgarh | AEN(O&M),Anoopgarh | ANOOPGARH            | 1048483          | 2.00                    | ANOOPGARH (Plant No.-1) | 3.030                       |

**7. Minimum Generation Guarantee:**

7.1. The SPG shall provide a minimum generation guarantee corresponding to a capacity utilization factor (CUF) of **17%** (the "Guaranteed CUF") with respect to the AC capacity of the PV system.

7.2. This Guaranteed CUF shall be calculated on an annual-basis and shall be verified by JDVNL at the end of each year during the 25 (twenty-five) years operation period or any extension thereof on mutual agreement.

7.3. There shall be no year-on-year reduction on the Guaranteed CUF during the 25 (twenty-five) year's period.

7.4. 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, harmonics feeding into the grid and failure to do so will entitle JDVNL to not pay for the additional energy over and above the contracted capacity.

**8. Right to Contracted Capacity & Energy:**

8.1. JDVNL, in any Contract Year shall not be obliged to purchase any additional energy from the SPG beyond the contract capacity.

8.2. 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 **2.978 Million Units (MU)** (corresponding to 17%











*minimum CUF*) during the term of the agreement, on account of reasons solely attributable to the SPG, the non-compliance by SPG shall make the SPG liable to pay the compensation. For the first year of operation, the above limits shall be considered on pro-rata basis. The lower limit will, however be relaxable by JDVVNL / RUVITL to the extent of grid non-availability for evacuation which is beyond the control of the SPG.

- 8.3. 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 the clause 16 and 17 of this LoA.
- 8.4. Any excess generation from the solar power plant, upto the contracted generation capacity of **2.00 MW**, will be purchased at the contracted levelized tariff for 25 years subjected to other terms and conditions of the EoI / PPA.
- 8.5. In case at any point of time, the peak of capacity reached is higher than the contracted capacity and causes disturbance/ harmonics 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.
- 8.6. **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.**
- 8.7. The SPG shall **NOT** sell any quantum of solar power from the installed solar power plant under this LoA to any other buyer except JDVVNL / RUVITL during tenure of PPA.
- 9. Solar PV Capacity and Land Requirement:**
- 9.1. The allowed solar power capacity shall be of 0.5 MW to maximum 2 MW.
- 9.2. With the technological intervention, land requirement for setting up a solar power plant will be around 1.5 - 2 hectares per MW.
- 9.3. In case the land is leased to the SPG and plant is developed by SPG, then the applicable annual lease rent (Rs. per hectare) under this LoA shall be applicable as mutually decided between the land-owner / farmer and SPG for initially 26 years *(including 25 years PPA duration)*.

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