



Mansingh Director
Ajmer Vidyut Nigam Ltd
Director (Tech.)
JVVNL, JAIPUR

Director (Tech.)
JVVNL, Jodhpur

Note: The above list of Long Term Transmission Customers is subject to change. Any addition or deletion in this list after the award of Lot shall be duly notified to the Parties to the Agreement.
The new Long Term Transmission Customers shall become a Party to this Agreement after agreeing to the terms and conditions of this Agreement and signing a Supplemental Agreement as annexed in Schedule 12 to this Agreement.

S.No	Name of the Long Term Transmission Customer	Address of Registered Office	Law under which incorporated	Allocated Project Capacity (in MW)
1	Jajpur Vidyut Nigam Limited (Jaipur Discom)		Companies Act, 1956	38% 38 MW
2	Ajmer Vidyut Nigam Limited (Ajmer Discom)		Companies Act, 1956	31% 31 MW
3	Jodhpur Vidyut Nigam Limited (Jodhpur Discom)		Companies Act, 1956	28% 28 MW

[Note: As referred to in the recital of this Agreement and in the definition of "Long Term Transmission Customers" in this Agreement]

List of Long Term Transmission Customers

Schedule : I

SCHEDULES

Schedule : 2

Project Description and Scope of Project

[Note: Detail description of the Project, including all the Elements, along with corresponding Scheduled COD, as referred to in recital of this Agreement and in Article 4.1 of this Agreement]

Sr. No	Name of the Transmission Element/Project	Scheduled COD in months from Effective Date
I	Transmission Lines: 150 km 400 KV S/C Hindaun-Alwar line	24 months
II	Sub-Stations: i) 2x315 MVA, 400/220 KV transformer at Alwar ii) 1x50 MVAR, 400 KV Bus Type Shunt Reactor	
III	Feeder bays for RVPN connection in addition to standard GSS layout shall be 4 Nos. on 220 KV side (Single line diagram attached).	
IV	PLCC equipments at RVPN GSSs to which TSP's transmission line is connected shall be provided by TSP and these equipments be installed by RVPN.	



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Director (Genl.)
RSPCL, Jodhpur

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Managing Director
Alwar Vidyut Nigam Ltd.
AJMER

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Director (Genl.)
RSPCL, Jodhpur

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Managing Director
Ajmer Vidyut Vihan Nigam Ltd.
AJMER

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Director (Tech.)
JVVNL, Jodhpur

The payment of Transmission Charges for any Element irrespective of its successful commissioning on or before its Scheduled COD shall only be considered after successful commissioning of the Element(s) which are pre- required for declaring the commercial operation of such Element as mentioned in the above table. Scheduled COD for overall Project 18th January 2013.

Sr No	Name of the Transmission Element / Project	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element / Project
I	Transmission Lines: 150 km 400 KV S/C Hindaun-Alwar line	24 months	100%	Approval of State Govt under section 68 of Electricity Act 2003.
II	Sub-Stations: 2x15 MVA, 400/220 KV transformer at Alwar 1x50 MVAR, 400 KV Bus Type shunt Reactor			Transmission License from Rajasthan Electricity Regulatory Commission (RERC)
III	Feeder bays for 3VFN connection in addition to standard GSS lay-out shall be 4 Nos. on 220 KV side (Single line diagram attached).			Clearance from Electrical Inspector, Statutory Consents, Clearances and Permits (way leave, environment & forest, civil aviation, railway/ road/ river/ canal/ power crossing/ PTCC, etc.)
IV	PLCC equipments at RVPN GSSs to which TSP's transmission line is connected shall be provided by TSP and these equipments be installed by RVPN.			

[Note: As referred to in the definition of "Element", "Scheduled COD", and in Articles 3.1.3 (c), 4.1 (b) and 4.3 (a) of this Agreement]

Scheduled COD

Schedule : 3

Schedule : 4

Safety Rules and Procedures

[Note: As referred to in Articles 5.6 and 7.1.6 of this Agreement]

- 1: **Site Regulations and Safety:** The TSP shall establish Site regulations within sixty (60) days from fulfillment of conditions subsequent, as per Prudent Utility Practices setting out the rules to be observed in the execution of the Agreement at the Site and shall comply therewith. Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Project, gate control, sanitation, medical care, and fire prevention, public health, environment protection, security of public life, etc. Copies of such Site regulations shall be provided to the Lead Long Term Transmission Customer and CEA for the purpose of monitoring of the Project.
- 2: **Emergency Work:** In cases of any emergency, the TSP shall carry out all necessary remedial work as may be necessary. If the work done or caused to be done by any Party other than the TSP, the TSP shall, reimburse the actual costs incurred, to the other Party carrying out such remedial works.
- 3: **Site Clearance:** In the course of execution of the Agreement, the TSP shall keep the Site reasonably free from all unnecessary obstruction, storage, remove any surplus materials, clear away any wreckage, rubbish and temporary works from the Site, and remove any equipment no longer required for execution of the Agreement. After completion of all Elements of the Project, the TSP shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site clean and safe.
- 4: **Watching and Lighting:** The TSP shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper construction, operation, maintenance/repair of any of the Elements of the Project, or for the safety of the owners and occupiers of adjacent property and for the safety of the public, during such maintenance/repair.



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DEPARTMENT OF TRANSPORTS
JVVNL, JODHPUR

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Managing Director
Ajmer Vidya Vitran Nigam Ltd.
AJMER

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Director, JVVNL, Jodhpur

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[Note: As referred to in the definitions of "Monthly Transmission Charges" and "Monthly Transmission Charges Invoice" and in Articles 10.1, 10.2, 10.3, and 11.7(c) of this Agreement]

1.1 General

a. The Monthly Transmission Charges to be paid by the Long Term Transmission Customers to the TSP for providing Transmission Service for any Contract Year during the term of the Agreement shall be in accordance with this Schedule.

b. The Transmission Charges to be paid to the TSP shall comprise of the Escalable Transmission Charges and the Non Escalable Transmission Charges, payable by each Long Term Transmission Customer, in proportion to their Allocated Project Capacity for the Contract Year, as determined by the Rajasthan Electricity Regulatory Commission (RERC), in the event of change by RERC in the methodology for the allocation of Transmission Charges between the Long Term Transmission Customers, such revised methodology shall apply.

c. For the purpose of payment, the Escalable Transmission Charges to be paid in any Contract Year shall be the Escalable Transmission Charge as per Schedule 6 duly escalated as provided in Schedule 7.

d. In case of any extension of time period for the Scheduled COD, the applicable Transmission Charges in relation to an Element shall be the Transmission Charges of the Contract Year in which the COD of such Element occurs or it has deemed to have occurred, and in relation to the Project, the Transmission Charges applicable will be for the Contract Year in which the COD occurs.

e. The Annual Transmission Charges shall be the sum of the Payable Annual Escalable Transmission Charges and the Payable Annual Non Escalable Transmission Charges for the Contract Year.

f. The Transmission Charges shall be payable based on the Allocated Project Capacity at Target Availability and incentive for Availability beyond the Target Availability as provided in this schedule shall be admissible for payment. In case of Availability being lower than the Target Availability, the Transmission Charges shall be payable on proportionate basis as provided in this Schedule. In case of the Availability being lower than the level as specified in Article 10.4, the TSP shall pay a penalty as per the provisions in this Schedule. This penalty shall be payable by the TSP shall be apportioned in favour of the Long Term Transmission Customer(s) in the ratio of the Transmission Charges paid or actually payable to the TSP then existing at the end of the relevant Contract Year.

g. The Availability shall be calculated as per as per Rajasthan Electricity Regulatory Commission (Terms & Conditions for Determination of Tariff) Regulations 2009 and related amendments from time to time.

h. All applicable Rebates and Surcharges will be computed and Invoices, as required, would be raised based on the provisions laid out in Articles 10.7 of this Agreement.

i. Reactive Power compensations and payments shall be as per the provisions of the Grid Code.

1.2 Components of Monthly Bill

The Monthly Bill for any month in a Contract Year shall consist of the following:

i. Monthly Transmission Charges in accordance with Article 1.2.1 below;

ii. Incentive Payment determined in accordance with Article 1.2.2 below (applicable on annual basis and included only in the Monthly Tariff Payment for the first month of the next Contract Year); and

iii. Penalty Payment determined in accordance with Article 1.2.3 below (applicable on annual basis and included in the Monthly Tariff Payment for the first month of the next Contract Year.

Director (Tech.)
Ajmer Vidya Vitran Nigam Ltd.
Managing Director
AJMER

Director (Tech.)
by



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Director (Tech.)
Aravaal Transmission Services Private Limited

[Handwritten initials]

Director (Tech.)
Managing Director
Aravaal Transmission Services Private Limited
Aravaal Transmission Services Private Limited

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• Monthly Non Escalable Transmission Charges (MNETC_m)

'q' is the escalation index as per Schedule 7 applicable as at the beginning of the first Contract Year mentioned in Schedule 6 (expressed as a number)
'p' is the escalation index as per Schedule 7 at the beginning of the month 'm' (expressed as a number)

Where,

METC_m = [Escalable Transmission Charge for the first Contract year (as provided in Schedule 6)/No. of days in the Contract Year 'n'] * No. of days in the month 'm' * p/q

shall be calculated by the following formula,

The Monthly Escalable Transmission Charges (METC_m) for month 'm' for the Contract Year 'n'

• Monthly Escalable Transmission Charges (METC_m)

Contract Year 'n'
• ΣMTC (m-1) is the Payable Monthly Transmission Charge upto the month (m-1) for the

• NA is the Target Availability;

(expressed in percentage);

• AA is the actual Availability for the month 'm' in the Contract Year 'n', as per REA/SLDC,

which month 'm' occurs upto and including upto the end of the month "m";

• CA is the Cumulative Availability, as per REA/SLDC, from the first day of the Contract Year "n" in

Charges (MNETC_m)

• T_m = Transmission Charges for the month 'm' in Contract Year 'n' and is equal to the sum of Monthly Escalable Transmission Charges (METC_m) and Monthly Non Escalable Transmission

• M-month considered for payment in the Contract Year 'n'

• m is the month in Contract Year 'n'

where:

m=1

Σ [T_m / No. of days in the month 'm' in Contract Year 'n' * AA/NA * No. of days in the month 'm' for which bill is raised] - Σ [MTC (m-1)]

M

Monthly Transmission Charge MTC (m) =

ELSE

m=1

Σ [T_m / No. of days in the month 'm' in Contract Year 'n' * AA/NA * No. of days in the month 'm' for which bill is raised] - Σ [MTC (m-1)]

M

Monthly Transmission Charge MTC (m) =

if CA > NA;

below:

The Monthly Transmission Charges for any month m in a Contract Year n shall be calculated as

1.2.1 Computation of Monthly Transmission Charges



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CERC

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Ajmer Vidyut Vitran Nigam Ltd.
AJMER

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Ajmer Vidyut Vitran Nigam Ltd.

1.4 Scheduling Charges
The payment of scheduling charges to the respective RLDC or SLDC, as the case may be, shall be the responsibility of the Long Term Transmission Customers.

The Transmission Charges to be paid by the Long Term Transmission Customers to the TSP shall stand reduced in proportion to their then existing Allocated Project Capacity at the end of the relevant month, to the extent of adjustable revenues from Short Term Transmission Customers. The charges payable by the Short Term Transmission Customers shall be calculated on the basis of the provisions of the Central Electricity Regulatory Commission (Open Access) in Inter-state Transmission) Regulations, 2004 or as amended from time to time.

1.3 Recovery from Short Term Transmission Customers

The penalty payable by the TSP shall be apportioned in favour of the Long Term Transmission Customer(s) in the ratio of the Transmission Charges paid or actually payable to the TSP by them existing at the end of the relevant Contract Year.

For AC system, the TSP shall be entitled for an annual penalty as per the formula given below:
If and to the extent that the Availability in a Contract Year falls below ninety five percent (95%)

1.2.3 Penalty

Provided that no Incentive shall be payable above the Availability of 99.75% for AC system. Incentive shall be shared by the Long Term Transmission Customer(s) in the ratio of the Transmission Charges paid or actually payable to the TSP by them existing at the end of the relevant Contract Year.

If and to the extent the Availability in a Contract Year exceeds ninety eight percent (98%) for AC system, the TSP shall be entitled for an annual Incentive as calculated below:
Incentive = $0.02 \times \text{Annual Transmission Charges} \times (\text{Actual annual Availability} - \text{Target Availability})$

1.2.2 Incentive Payment

Provided, no Transmission Charges shall be paid during the period for which the RLDC has not allowed the operation of the Element/Project; due to the failure of the TSP to operate it as per the provisions of the Grid Code.

For the last Contract Year, shall be divided by the no. of months starting from the start of the last Contract Year up to the end of the Agreement.

For the first Contract Year, shall be divided by the no. of months starting from the Scheduled COD of the Element/Project; and ending up to the end of the first Contract Year and

NETC_{mn} is the Payable Non Escalable Transmission Charges for the month 'm' in the Contract Year 'n', expressed in Rupees and is equal to the Non Escalable Transmission Charges for the Contract Year 'n' as provided in Schedule 6. Provided that the Non Escalable Transmission Charges

Payable Non Escalable Transmission Charges (NETC_{mn})

Provided, no Transmission Charges shall be paid during the period for which the RLDC/SLDC has not allowed the operation of the Element/Project due to the failure of the TSP to operate it as per the provisions of the Grid Code.

NETC_{mn} = [Non Escalable Transmission Charge for the Contract year 'n' (as provided in Schedule 6) / No. of days in the Contract Year 'n'] * No. of days in the month 'm'

The Monthly Non Escalable Transmission Charges (MNETC_{mn}) for month 'm' for the Contract Year 'n' shall be calculated as follows;



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Managing Director
Ajmer Vidyan Vigyan Nigam Ltd.

[Signature]

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JVVNL, Jodhpur

a. Charges for the first Contract Year are the Transmission Charges applicable for the twelve month period (from the immediately preceding 1 April from the Scheduled COD till the immediately succeeding 31 March) irrespective of the duration of the first Contract Year.

b. Charges for the second Contract Year are the Transmission Charges applicable for the full Contract Year.

Notes:

Year	(Term of License)	Date of Commencement	End Date of Contract Year	Quoted Non-Escalable Transmission Charges (in Rupees Millions)	Quoted Escalable Transmission Charges (in Rupees Millions)
1					
2					
3		1 March, 2012	31 March, 2012	181.34	5.79
4		1 April, 2012	31-March, 2013	196.81	Same as Above
5		1 April, 2013	31-March, 2014	240.68	Same as Above
6		1-April, 2014	31-March, 2015	235.63	Same as Above
7		1-April, 2015	31-March, 2016	230.83	Same as Above
8		1-April, 2016	31-March, 2017	226.10	Same as Above
9		1-April, 2017	31-March, 2018	221.23	Same as Above
10		1-April, 2018	31-March, 2019	216.44	Same as Above
11		1-April, 2019	31-March, 2020	211.52	Same as Above
12		1-April, 2020	31-March, 2021	207.48	Same as Above
13		1-April, 2021	31-March, 2022	202.91	Same as Above
14		1-April, 2022	31-March, 2023	206.08	Same as Above
15		1-April, 2023	31-March, 2024	216.70	Same as Above
16		1-April, 2024	31-March, 2025	228.18	Same as Above
17		1-April, 2025	31-March, 2026	226.52	Same as Above
18		1-April, 2026	31-March, 2027	216.53	Same as Above
19		1-April, 2027	31-March, 2028	213.83	Same as Above
20		1-April, 2028	31-March, 2029	211.45	Same as Above
21		1-April, 2029	31-March, 2030	208.79	Same as Above
22		1-April, 2030	31-March, 2031	206.60	Same as Above
23		1-April, 2031	31-March, 2032	203.67	Same as Above
24		1-April, 2032	31-March, 2033	180.15	Same as Above
25		1-April, 2033	31-March, 2034	160.11	Same as Above
26		1-April, 2034	31-March, 2035	159.06	Same as Above
27		1-April, 2035	31-August, 2035	158.27	Same as Above

[To be incorporated from the Bid of the Selected Bidder] [In case of pre-signing of RFP Project Documents, this needs to be inserted after selection of the Selected Bidder]

[Note: As referred to in the definitions of "Element", "Escalable Monthly Charges", "Non Escalable Monthly Charges" and "Monthly Transmission Charges" and in Clauses 1.1 (c) of Schedule 5 of this Agreement]

Transmission Charges

c. Charges for the last Contract Year are the Transmission Charges applicable for the twelve month period (from immediately preceding 1 April to the date of 25 anniversary of the grant of the Transmission License till the immediately succeeding 31 March) irrespective of the duration of the last Contract Year.

d. However, in cases of both (a) and (c) above, total Transmission Charges payable to the TSP are computed proportionately for the total number of days in the first and last Contract Year respectively.

e. Charges for Short Term Open Access of the Project shall be as per the provisions of CERC/Rajasthan Electricity Regulatory Commission (Open Access in Intra-state Transmission) Regulations 2004 as notified by CERC/Rajasthan Electricity Regulatory Commission and as amended from time to time.

Proportionate Transmission Charges payable for each Element of the Project:

Sr.	Name of the Transmission Element / Project	Percentage of Total Transmission Charges payable to the TSP on Commissioning / COD of the Element / Project
I	Transmission Lines: 150 km 400 KV S/C Hindaun-Alwar line	100%
II	Sub-Stations: i) 2X315 MVA, 400/220 KV transformer at Alwar ii) 1X50 MVAR, 400 KV Bus Type Shunt Reactor	
III	Feeder bays for RVPN connection in addition to standard GSS lay-out shall be 4 Nos. on 220 KV side (Single line diagram attached).	
IV	PLCC equipments at RVPN GSSs to which TSP's transmission line is connected shall be provided by TSP and these equipments be installed by RVPN.	

[Note: BPC to fill in details for project-specific TSA based on information provided by the CEA / SLDC as applicable]

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Schedule : 7

Escalation Index

[Note: As referred to in Clause 1.1 of Schedule 5 of this Agreement]

The Index ("Escalation Index") to be applied for escalation of Escalable Transmission Charges shall be computed by assuming that as on the date of the Bid Deadline, the value of such Escalation Index is 100. Thereafter, for each month after the Bid Deadline, the value of the Escalation Index shall be computed by applying the per annum inflation rate specified by CEREC for payment of Escalable Transmission Charges, as per the provisions of the Competitive Bidding Guidelines.

For the avoidance of doubt, it is clarified that:

- If the prevailing inflation rate specified by CEREC is 4.7% per annum, then at the end of the first month after the Bid Deadline, the value of the Escalation Index shall be 100.3917 [i.e., $100 * (1 + 0.047/12)$ for Escalable Transmission Charges. Thereafter, at the end of the second month beyond such first month, the value of the Escalation Index shall be 100.7833 [i.e., $100 * (1 + 2 * 0.047/12)$ and so on. The value of the Escalation Index at the end of the N Month after the Bid Deadline shall be calculated as: $100 * (1 + N * 0.047/12)$ for Quoted Escalable Energy Charges.
- the per annum inflation rate specified by CEREC shall be revised only at the end of every six (6) months.

• The value of the Escalation Index shall be calculated upto the fourth decimal point. In case, due to any reason, CEREC discontinues the publication of the inflation rate mentioned above, then the Lead Long Term Transmission Customer and the TSP shall replace the above inflation rate with an inflation rate which shall be computed on the same basis as was being used by CEREC to estimate their notified inflation rate.

In case, due to any reason, CEREC discontinues the publication of the inflation rate mentioned above, then the Lead Long Term Transmission Customer and the TSP shall replace the above inflation rate with an inflation rate which shall be computed on the same basis as was being used by CEREC to estimate their notified inflation rate.

Director (Tech.)
Ajmer Vidyal, Jodhpur

Managing Director
Ajmer Vidyal Virga Nigam Ltd.
AJMER



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Last of Articles

List of Articles under which rights and obligations of the Long Term Transmission Customers (including all matters incidental hereto and related follow-up), which are required to be undertaken by the Lead Long Term Transmission Customer, or by Majority Long Term Transmission Customers or by the Long Term Transmission Customers jointly, respectively:

A) Rights and Obligations of the Long Term Transmission Customers required to be undertaken by the Lead Long Term Transmission Customer

1. Article 3.5 (approach the Appropriate Commission on termination of the Agreement on TSP's not able to meet conditions subsequent)

2. Article 5.5 (inspection of the Project during the construction phase);

3. Articles 6.1.1 and 6.1.2 (extension of Scheduled COD);

4. Article 6.4.1 (communication with the TSP on imposition of liquidated damages)

5. Articles 7.3.2 (notice for maintenance of interconnection facilities under the purview of the Long Term Transmission Customers);

6. Article 11.7(d) (inspection of Project during operation of Force Majeure);

7. Article 13.1 (a) (notice to TSP on abandonment of Project);

8. Article 13.3 (d) (to approach the Appropriate Commission for revocation of Transmission License on account of TSP's Event of Default);

9. Articles 14.2.1(b), 14.2.2(b) and 14.2.2(c) (notice for patent indemnity);

10. Article 14.2.1(d) (provide assistance to the TSP during the proceedings of patent indemnity);

11. Article 18.2.3 (written permission to TSP for divestment of equity holding and subsequent verification of equity structure, post-divestment); and

12. Schedule 7 (computation of alternative escalation index in the event of CERC discontinuing publishing of the inflation rate mentioned in this schedule).

B) Rights and Obligations of the Long Term Transmission Customers required to be undertaken by the Majority Long Term Transmission Customers

1. Article 2.3.1 (decision to continue the Project beyond the Expiry Date);
2. Article 3.1.3 (waiver of the TSP's obligations due to reasons attributable to the Long Term Transmission Customer(s));
3. Articles 3.3.2 and 3.3.4 (right to terminate the Agreement on non-fulfillment of conditions subsequent);
4. Articles 13.1 (b) and 13.1 (f) (invocation of termination of the Agreement due to the TSP's Event of Default);
5. Article 13.3 (notice to TSP for termination of Agreement on TSP's Event of Default);
6. Article 18.1.4 (in case of any difference of opinion on any decision among the Long Term Transmission Customers, decision in such cases to be taken by the Majority Long Term Transmission Customer(s)); and
7. Article 18.1.5 (Right to replace the Lead Long Term Transmission Customer), and any other Articles of this Agreement not specifically mentioned herein, which provide for a joint action by all the Long Term Transmission Customers.



Director (Tech.)
TSP

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Manager, Director
Amor Vidya Vikram (JV) Ltd.
AJMER

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Director (Tech.)
JVNL, Jodhpur

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