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Purchased by	: YOGESH KUMAR
Description of Document	: Article 5 General Agreement
Property Description	: MEMORANDUM OF UNERSTANDING AMONG SJVN AND REMCL
Consideration Price (Rs.)	: 100 (One Hundred only)
First Party	: SJVN LIMITED
Second Party	: BHEL AND REMCL
Stamp Duty Paid By	: SJVN LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

सत्यमेव जयते

₹100



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This stamp paper forms an integral part of the Memorandum of Understanding (MoU) signed among SJVN Limited, BHEL and REMCL for "Development of Renewable Energy Projects"

राजेश कुमार गुप्ता
मुख्य महाप्रबन्धक/प्रमुख
व्यापार विकास एवं विस्तार (सीर एवं पवन ऊर्जा)
संपर्क कार्यालय, एसजेवीएन लिमिटेड
नई दिल्ली-110023



REMC Limited
(JV of Ministry of Railways & RITES)
8th Floor, Building
7, 3rd Cross, Connaught Place,
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MEMORANDUM OF UNDERSTANDING

Among
SJVN Limited
and
BHEL
and
REMC Limited

for
Development of Renewable Energy Projects for Indian
Railways


राजेश कुमार गुप्ता
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8th Floor, 100 Building,
7, Connaught Place,
New Delhi-110066



THIS Memorandum of Understanding ("MOU") is made and executed on this Date on ^{11th} April 2022 ("Effective Date") at New Delhi by and among

SJVN Limited (A Joint Venture of Govt. of India and Govt. of HP), a Central PSU under Ministry of Power, Govt. of India a Company incorporated on 24th May 1988 under the Companies Act 1956 having its Registered Office at "Shakti Sadan" SJVN Limited Corporate Office Complex, Shanan Shimla -171006 (H.P.), India (hereinafter referred to as "SJVN" which expression shall unless repugnant or contrary to the context or be deemed to include its successor(s) and permitted Assign(s)) of the **FIRST PART**;

AND

Bharat Heavy Electrical Limited (BHEL), a Government of India Undertaking incorporated under the Indian Companies Act of 1956, having its registered office at BHEL House, Siri Fort, New Delhi – 110049, India (hereinafter referred as "BHEL" which expression shall unless repugnant or contrary to the context, be deemed to include its affiliates, subsidiaries, successors in interest and permitted assigns) of the **SECOND PART**;

AND


REMC Limited (A Joint Venture of Ministry of Railways and RITES), a company under Ministry of Railways, Govt. of India incorporated on 16th Aug 2013 under the Companies Act 1956 having its Registered Office at 12th Floor, Scope Minar, Laxmi Nagar, New Delhi-110092 and currently operating from 7, PNB Building, 8th Floor Bhikaji Cama Place, New Delhi-110022, India (hereinafter referred to as "REMC LIMITED" which expression shall unless repugnant or contrary to the context or be deemed to include its successor(s) and permitted Assign(s)) of the **THIRD PART**;

Each of **SJVN, BHEL and REMC LIMITED** also referred to herein as the "**Party**" and all three jointly also referred to herein as "**Parties**"

PREAMBLE

WHEREAS

- A. **SJVN**, is fast emerging as a major power player in the country. It has expanded its horizon and has drawn up ambitious plans to develop into fully – diversified trans-national power Sector Company having presence in various conventional and non-conventional forms of energy. It can render its core strength of Project development for harnessing the renewable energy based Power Projects mainly Solar PV.


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- B. **BHEL** is the largest engineering and manufacturing enterprise of its kind in India in energy and infrastructure sector. BHEL has also been in the field of design, engineering, manufacturing, installation and commissioning of Solar Power Plants for over three decades.
- C. **REMC LIMITED** is one of the primary agency for implementing Indian Railways vision of achieving Net Zero Carbon Emission target by 2030 by exploring the business opportunities for Green Energy, in the field of wind and solar for Indian Railways while synergizing the technical resource base of both organizations i.e. Ministry of Railways and RITES Limited.
- D. The Parties now propose to work together to leverage their core strengths in project/infrastructure development and engineering/manufacturing for establishment of Solar Power Plants for use by Indian Railways with a focus on Solar Photo Voltaic Power Plants at suitable locations on Railway land (or otherwise), identified by the Parties (hereinafter referred as "**Project/s**"). The Parties have agreed to enter into this Memorandum of Understanding to set forth their understanding and realize the intent stated above for development of Solar Power Plants.

NOW THEREFORE, in consideration of the forgoing and all other related factors and mutual covenants contained in this MOU, the Parties do hereby agree as follows -


1.0 SCOPE

The parties agree that the scope of the MoU shall be as follows:

- Identification of suitable vacant Railway land parcels in 6 States where Railways is presently not a deemed distribution licensee viz. Chhattisgarh, Odisha, Telangana, Tamil Nadu, Kerala and West Bengal.
- Joint survey (incl. Geo tech investigation, topographical survey etc., if required) with support of local Zonal Railways
- Sharing of load, load pattern, land related details available with *Zonal Railway and exchange of information as required for implementation of Net Zero Carbon Emission Mission by Indian Railways.*
- Planning power evacuation scheme from the land parcel/*project site to nearest CTU/STU/TSS. (Central Transmission Utility/State Transmission Utility/ Traction Substation)*
Explore development of the *Renewable Energy* projects of suitable capacity on the identified land by the Parties.


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- e. The above shall also be worked out for the cases where land is not of Indian Railways (including reservoirs where floating solar power plants can be installed) and can be on equity sharing basis between Indian Railway and the Parties.
- f. Capacity Building by way of training/seminar/field visits.
- g. Proliferation of direct feeding of renewable power at 25 kV on Traction Sub Stations following 1.7 MW Bina solar power plant model successfully executed by BHEL.
- h. Exploring the Implementation for sourcing of renewable power by Railways through Energy Storage System with the provision of capacity addition in the future during the course of life of the plant
- i. Exploring the Implementation for sourcing of renewable power by Railways through Round the Clock (RTC) mode by utilizing strength and resources of SJVN, BHEL & REMC LIMITED.
- j. Implementing Renewable Energy projects as Captive Power Plants as per the provisions of the Indian Electricity Act 2003 and subsequent amendments thereof.
- k. Any other activity (ies) not listed above but required for successful completion of the Project and which is helpful in achieving Net Zero Carbon Emission Mission of Indian Railways may also be taken up with mutual consent.

Establishment and Operation & Maintenance (O&M) of the Projects shall comprise of any or all the activities as listed under the Responsibility Matrix in Clause 3.0 below.

2.0 OBLIGATION UNDERTAKEN BY THE PARTIES

3.1 BHEL agrees to be technology partner and to provide all information related to the Project/ products and act as an Engineering, Procurement and Construction (EPC) Contractor and provide O&M services, if applicable (based on project specific agreement as mentioned under Clause 3.6), for establishment of the Project as indicated in the Responsibility Matrix below –

Responsibility Matrix (Roles & Responsibilities)

Sl. No.	Activity	Responsibility
1.	Site assessment and site selection	SJVN, BHEL and REMC LIMITED
2.	All the activities related to identification of land/reservoir use/lease, etc.	SJVN, BHEL and REMC LIMITED


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3.	Site survey, soil testing, preliminary site survey, topographical survey etc.	BHEL
4.	Assessment of Solar radiation and annual generation followed by Preliminary Project Assessment	BHEL(in association with SJVN)
5.	Selection of technology for Solar Modules(*)	BHEL(in association with SJVN)
6.	Detailed Project Report – Technical Specification /Project Cost estimation including EPC and O&M cost	BHEL & SJVN
7.	Sharing of proposed project specific load, load pattern, land related details available with Railway	REMC LIMITED
8.	Planning power evacuation scheme (CTU/STU/TSS) from the land parcel	BHEL, SJVN and REMC LIMITED
9.	Financial Appraisal Study & <i>Tariff Calculation</i>	SJVN (with BHEL support)
10.	Registration of the Projects with concerned Authorities	SJVN and REMC LIMITED
11.	All financing activities	SJVN
12.	Statutory Approvals from Competent Authorities	As per Annexure-1
13.	Power Purchase Agreement/ <i>Power Take off Agreement</i>	REMC LIMITED (with SJVN & BHEL support)
14.	Site Development works including infrastructures facilities like Approach Road, Communication, Transmission etc.	BHEL
15.	Design, Manufacturing, Procurement, Supply of Equipment (*)	BHEL
16.	Civil Works within the plant boundary limit	BHEL
17.	Infrastructural facilities within the plant	BHEL
18.	Installation and Commissioning of plant	BHEL (with SJVN Support)
19.	Power evacuation facilities from switchyard of power plant as per state Electricity Board / Discom including transmission line and terminal equipment at sub-station.	BHEL (with SJVN support)
20.	Operation & Maintenance(if applicable) including providing generation data to SJVN and REMC LIMITED(*)	BHEL
21.	Bearing Deviation Settlement Mechanism (DSM) charges if applicable	SJVN

21/07/21

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22.	Any other activity(ies) not listed above but required for successful completion of the Project, shall be mutually discussed and agreed	SJVN & BHEL & REMC LIMITED
23.	Approval of PPA and Tariff, Co-ordination with Railway Board	REMC LIMITED
24.	Facilitating signing of PPA/ other agreement (if any) with Zonal Railways	REMC LIMITED

(*) BHEL shall provide continuous updates and status report on these responsibilities.


3.2 SJVN will place order(s) on BHEL for EPC and O&M (if applicable) for the Projects *within 4 weeks* on receipt of the LoA (letter of award) or signing of the PPA for projects identified & jointly pursued under this MOU based on mutually agreed EPC, O&M cost and workable tariff corresponding to the viable financial parameters. However, Letter of Intent (LOI) may be issued to BHEL within 10 working days from the receipt of the LoA (Letter of award)

3.3 Scope of work may vary from Project to Project and in such circumstances, terms of payment, schedule of payment and other financial obligations between the Parties shall depend on specific terms of the agreement entered into among the Parties for the specific Project in Project Specific Definitive Agreement.

3.4 BHEL shall provide its Standard Guarantee / Warranty for the equipment(s) / performance, as applicable for other PSU(s) / Government Department(s) with suitable provision for compensation. In case O&M services are awarded to BHEL, the Guarantee / Warranty for the plant performance shall be applicable during the O&M period.

3.5 Cost(s) of the activities mentioned in the Responsibility Matrix shall be borne by the respective Parties (on non-shareable basis) till the completion of the project.

3.6 Each of the Parties hereto hereby represents and warrants to each other Party that (a) this MOU has been duly authorized, executed and delivered by such Party and constitutes its valid and binding obligation, enforceable against it in accordance with its terms; and (b) the execution and delivery of this MOU (i) does not require any consent, approval, authorization or order of, or filing with, any governmental agency or body, any court or any other Party, except such as have been obtained or made and are in full force and effect as of the date hereof, and (ii) will not violate any applicable law or regulation or the charter, bylaws or other organizational documents of the undersigned or any order of any governmental agency or body, or breach or conflict with any material agreement to which a Party or by which a Party is bound.


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3.0 RELATIONSHIP BETWEEN THE PARTIES

- 3.1 No Party shall incur any liability, financial or otherwise, on behalf of the other Party, without prior written consent of the other Party. Each Party shall be responsible to co-operate in good faith to fulfill the purpose of this MOU and to perform its extents of work.
- 3.2 Nothing contained in this MoU shall be deemed or construed to create any kind of partnership, trust, association or joint venture between the Parties and nothing in this MoU should obligate the Parties to enter into any such agreement, unless the same is approved by its respective management. The MoU shall not authorize, to be deemed or construed to authorize any Party to act as an agent, representative or servant for any other Party, unless so approved by the management of all the Parties

4.0 RESPONSIBILITIES

- 4.1 Each Party shall be responsible for their respective scope of work for the Project.
- 4.2 Each Party shall be responsible for obtaining and maintaining permits, licenses and other authorizations required as per their respective scope of work.
- 4.3 Each Party shall be responsible for the acts and omissions of its agents, suppliers, and subcontractors.

5.0 CONFIDENTIALITY

The Parties to the extent of their respective rights to do so, shall exchange such technical information and data as is reasonably required of by each Party to perform its responsibilities under this MOU. All these information, including without limitation all oral and written information about know-how, industrial secrets, methods, technical data and information, as well as commercial, financial and operational data and information related to this MOU shall be kept in strict confidence and treated as non-public, confidential and proprietary information ("**Information**"). Information which is - when disclosed in tangible form or via electronic communication, including internet based provision of Information – shall be marked "Confidential" by the Disclosing Party or which is - when disclosed orally or visually – shall be identified as such prior to disclosure and summarized in writing by the disclosing Party and said summary is given to the receiving Party marked "Confidential" within thirty (30) days after such disclosure.

The Parties agree to use the Information only for the purpose of this MOU and shall protect such Information from disclosure to others using the same degree of care used to protect their own

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confidential Information. The Information shall not be reproduced in any form, sold, traded, published or otherwise disclosed to anyone in any manner, whatsoever except as required by one Party to the other Party.

Notwithstanding the foregoing, the Parties may disclose the Information without the other Party's prior written consent only to the extent such Information:

- (i) is already known to the Party as of the date of disclosure;
- (ii) is already in possession of the public or becomes available to the public other than through the act or omission of the Party receiving the information;
- (iii) is independently developed by one of the Parties without reliance on the Information of the Party; or
- (iv) is required to be disclosed under applicable law or by a governmental order, decree, regulation or rule (provided that the requested Party shall give written notice to the other Party prior to such disclosure.)

Confidentiality obligations concerned herein shall be applicable for a period of three (3) years from the expiry/termination of MOU.

Either Party shall return on the request of other Parties any Information / data received by it upon expiration / termination of this MOU.

6.0 INTELLECTUAL PROPERTY

Intellectual Property rights in all documents, drawings, design, technology and other information whether in writing, graphic, electronic or magnetic media provided by one Party or any of its employees, affiliates, agents or consultants to the other Party or any of its employees, affiliates, agents or consultants under or in connection with this MOU shall remain at all times the property of the Party providing such information and material. Nothing in this MOU shall be deemed or in any way construed to grant, convey or otherwise transfer to the any Party any ownership interest, proprietary right license or any other similar right with respect to any part of the Information/technology, unless otherwise expressly agreed in a written document signed by duly authorized representative(s) of the parties.

7.0 LIMITATION OF LIABILITY

Any loss and/or liability arising as a result of submission of false information/documents, willful act, willful negligence or non-fulfillment of its obligations by any of the Parties shall be borne by such defaulting Party which shall indemnify and hold harmless the other Parties from and against any claims, proceedings, costs, charges and expenses in respect thereof or in relation thereto.


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Notwithstanding anything contained to the contrary elsewhere in this MOU, none of the Parties shall be liable for indirect or consequential damages resulting from or arising out of this MOU, including, without limitation, indirect loss of profit or business interruptions.

8.0 EFFECTIVE DATE AND DURATION

This MOU shall come into force for the purposes and intents stated above with effect from the date of signing and shall be valid for a period of three (3) years unless otherwise extended with mutual agreement for a further period in writing, or till the date definitive Agreement/s is entered between the parties as regards the Project.

9.0 TERMINATION

Any Party may terminate this MOU by giving Ninety (90) days' notice to other Party. Notwithstanding the expiration / termination of this MOU all assignments / jobs already undertaken by the Parties under this MOU by virtue of Project specific agreements shall continue to be performed in good faith and due diligence.

10.0 COST SHARING

All cost pertaining to operation of this MOU shall be borne by the respective Parties. Any cost towards the third Party / Party (ies), if any shall be mutually discussed and agreed.

11.0 SETTLEMENT OF DISPUTES AND ARBITRATION

(1) Dispute Resolution

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the Memorandum of Understanding), arise inter-se the parties, in that case parties shall try and resolve the dispute through amicable discussion and resolution at appropriate levels including top management of the Parties. In case the amicable discussion and resolution fails, the said Disputes shall be referred for resolution in terms of clause 12 (2)

(2) Arbitration

In the event of any dispute or difference relating to the interpretation and application of the provisions of this MOU between the parties, such dispute or difference shall be taken up by

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either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 and subsequent amendments thereof.

12.0 NOTICES

Any notice to be given under this MOU shall be in writing and shall be deemed to have duly and properly served upon the Parties hereto, addressed to the Signatories or the Authorized Representatives of the Signatories at the address mentioned herein

If Served to SJVN:

SJVN Limited

NBCC TOWER –1, 6TH FLOOR

EAST KIDWAI NAGAR, NEW DELHI 110023

Authorized Representative: Shri. Rajesh Kumar Gupta, Chief General Manager (BDE)

If Served to BHEL:

Bharat Heavy Electricals Limited

BHEL House, Siri Fort,

New Delhi – 110049

Authorized Representative: Shri. Sutripto De, Additional General Manager

If Served to REMC LIMITED:

REMC Limited, 8th Floor,

7-PNB Building, Bhikaji Cama Place, New Delhi-110022

Authorized Representative: Shri. Rupesh Kmar, General Manager

13.0 MISCELLANEOUS

- Any other matter not included in this MOU but which is necessary for smooth functioning will be finalized by Parties on mutually agreed Terms & Conditions.
- This MOU may be executed in counterparts, each of which when taken together shall constitute one and the same instrument.
- This MOU contains the entire understanding, and supersedes any and all prior and contemporaneous understanding (oral or written), among the Parties regarding this MOU's subject matter. Except as otherwise provided herein, no addition, amendment to or

21/05/18
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modification to this MOU shall be effective unless it is in writing and signed by and on behalf of all the Parties by their respective authorized signatories.

- d. This MOU and the rights and liabilities hereunder shall bind and inure to the benefit of the respective successors of the Parties hereto. No Party shall assign or transfer any of their rights and liabilities hereunder to any other Person without the prior written permission of the other Parties. Any assignment or transfer without such consent of the other Party shall be deemed null and void.
- e. If any provision of this MOU is held to be invalid or unenforceable, that provision will (so far as it is invalid and unenforceable) be given no effect with effect from the date of such invalidation and will be deemed not to be included in this MOU, but without invalidating any of the remaining provisions.
- f. This Agreement has been executed in triplicate and each Party has received one (1) copy, and all originals shall be equally valid.

In witness whereof the Parties hereof has caused this MOU to be executed, by its duly Authorized Officers as of the date first written above.

For and on behalf of SJVN Limited

For and on behalf of BHEL Limited

For and on behalf of REMC LIMITED

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Sh. Rajesh Kumar Gupta
Chief General Manger

सुत्रिप्तो डे

Sh. Sutripto De
Additional General manager

Rupesh Kmar

Sh. Rupesh Kmar
General Manager

Witness

Witness

Witness

1. Sonia Dogra
11.04.22
DGM (RDE)

2. Sr. DGM (RDE)
11.04.22

1. DGM/BHEL
11.04.22

2. Sr. Eng./BHEL
11.04.22

1. Ashish K
11.04.2022
JGM/REMC

2. Engrs/REMC Ltd





Annexure-1

Statutory Approvals - Responsibility Matrix

Approvals	Responsibility
Land/ Reservoir Lease Agreement / Purchase Agreement/Land/Reservoir) use certificate	SJVN and REMC LIMITED
Sharing of proposed project specific load, load pattern, land related details available with Zonal Railway	REMC LIMITED
Grid Connectivity Approval / Technical Feasibility	SJVN & BHEL (With support from REMC LIMITED)
Open Access Approval	REMC LIMITED on behalf of Zonal Railway will get the application file for Open Access/LTA with State Authority and pay the Statutory Fee & charges as applicable. SJVN and BHEL will provide all the documentary support with concerned State Authority for granting Open Access/LTA
Right of Way (ROW) for transmission line, approach road or any other utility as required.	BHEL (with support of SJVN & REMC LIMITED wherever possible)
Fire NOC	BHEL
Approval/NOC for forest clearance from forest department on Railway Land.	REMC LIMITED
Approval/NOC for forest clearance from forest department other than Railway Land.	SJVN and BHEL
Pollution Board Clearance	SJVN
Labour License	BHEL through its subcontractor(Form-V by SJVN)
Electrical Safety Approval from CEIG	BHEL
Grid Synchronization Approval	SJVN and BHEL (With documentation support from REMC LIMITED)
Sand / Jelly royalty	BHEL
Water connection	SJVN (With documentation support from BHEL)
Ground water board approval/clearance	SJVN
Electricity connection for construction power	BHEL (With support from SJVN)
Project specific Financial Closure	SJVN (with BHEL support)
All Payment to Statutory Bodies	SJVN

Hitesh
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मुख्य महाप्रबन्धक/ प्रमुख
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