

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**EMPLOYEES STATE INSURANCE  
CORPORATION**

**AND**

**RAJASTHAN ELECTRONICS & INSTRUMENTS  
LIMITED**

**FOR**

**DEVELOPMENT OF GRID CONNECTED AND  
OFF-GRID ROOF-TOP SOLAR PHOTOVOLTAIC  
AND SMALL SOLAR POWER PLANTS**

This Memorandum of Understanding (hereinafter called as 'MOU') is entered into on this 12<sup>th</sup> day of September 2024.

**BETWEEN**

**EMPLOYEES STATE INSURANCE CORPORATION** (herein after referred to as **ESIC**), having its head office at Panchdeep Bhawan, Comrade Inderjeet Gupta Marg, New Delhi-110002, which expression shall, unless the context otherwise specifies or requires, mean and include its successors and permitted assigns), of the **First Party**

**AND**

**M/s Rajasthan Electronics & Instruments Limited** a Government of India Enterprise under the administrative control of **Ministry of Heavy Industries (MHI)**, incorporated under the Companies Act, 1956, having its registered office at **2, Kanakpura Industrial Area, Sirsi Road, Jaipur-302012** (Hereinafter referred to as **REIL**), which expression shall, unless the context otherwise specifies or requires, mean and include its successors and permitted assigns of the **Second Party**.

**ESIC** and **REIL** are hereinafter referred to individually as "Party" or collectively as "Parties").

**WHEREAS**

**EMPLOYEES' STATE INSURANCE CORPORATION (ESIC)**, established by ESI Act, is an autonomous corporation under Ministry of Labour and Employment, Government of India. As it is a legal entity, the corporation can raise loans and take measures for discharging such loans with prior sanction of the central government and it can acquire both movable and immovable property and all incomes from the property shall vest with the corporation. The corporation can set up hospitals either independently or in

*[Handwritten signature]*

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collaboration with state government or other private entities, but most of the dispensaries and hospitals are run by concerned state governments.

REIL is a Government of India Enterprise under administrative control of MHI having the mandate to implement and promote Roof Top Solar PV Projects of MNRE which also includes development of both Grid Connected and Off Grid Solar Power Projects.

The parties thus agree to collaborate for rooftop solar PV power projects at identified ESIC buildings/locations and for this purpose agree to enter into an MoU:

**NOW therefore this MOU witnesses as follows:**

## 1. INTRODUCTION

India represents a fast growing economy and has ever increasing demand of energy. Recognising need to develop additional energy supply options, the Government has laid strong emphasis on renewable energy. Solar energy is regarded as one of the fastest growing clean technologies in recent years.

MNRE, Govt. of India has issued circular dated 03.07.2024 for "Saturation of Government Buildings with Rooftop Solar under PM Surya Ghar: Muft Bijli Yojana" for implementation of rooftop projects on Govt. buildings which now has a target of 500 GW of grid solar power by Dec 2025.

To achieve energy security and for having good optics, it is envisaged to develop solar rooftop projects on large scale by utilising vacant roofs of buildings and adjoining lands of the campus etc.,

ESIC requires to implementation of grid connected rooftop solar PV projects on the roofs of its buildings/offices as a part of its Renewable

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REIL (as per MNRE O.M No. 318/17/2024 – Grid connected Rooftop (part-2) dated 03.07.2024, to facilitate in the area of solar energy) desires to directly engage with ESIC for setting up solar PV systems and supply solar power at a tariff determined through competitive bidding process (mutually agreed between REIL and ESIC on long term basis mostly for internal consumption.

## 2. SCOPE & INTENT

- I. The parties are therefore willing to enter into MOU for collaborating and jointly undertaking the identification, and development of potential sites for execution of Solar Power Projects.
- II. **REIL** having expertise in the field of Solar Power Projects shall either directly or through an agency (ies) selected through a competitive bidding process will provide the RESCO (Renewable Energy Service Provider Company) services at different office locations ESIC.
- III. The commercial mechanism, pricing and other applicable terms shall be on the basis of mutual agreement on case to case basis.

## 3. **ESIC Responsibilities:** ESIC shall be responsible for carrying out following activities:

- I. **ESIC** shall identify the buildings/locations suitable for development of solar projects and provide basic information regarding energy consumption, tariff, consumer number, connected load and design drawing documents of the sites for proper design of the solar projects.
- II. **ESIC HQ** shall direct all its Regional/Field Offices to enter into

**PPA (Power Purchase Agreement)** with **REIL** or its authorized

agency (ies) at a mutually agreed tariff on zero lease rental basis

for a predefined period.

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- III. **ESIC HQ** shall direct all its Offices to make available the roof of the buildings on right – to – use basis to the **REIL** and/or its authorized representatives for the predefined period of PPA/EPC AGREEMENT.
- IV. **ESIC** shall direct all its Offices to provide unhindered access to the building, roof and interconnection points to **REIL** and/or its authorized representatives for the predefined period of PPA/EPC AGREEMENT.
- V. **ESIC** will direct all its Offices to take necessary permission for trimming of trees etc., if necessary during the duration of PPA/EPC AGREEMENT.
4. **REIL Responsibilities:** **REIL** shall be responsible for carrying out following activities:
- I. **REIL** will undertake all the activities pertaining to communication with the **ESIC** for available solar potential locations, conducting the actual site survey for each individual building, discussion and approval for the estimated consolidated potential after the site surveys. **REIL will advise the ESIC** on the suitable business models such as RESCO.
- II. **REIL** will undertake all the activities pertaining to bidding process, planning, design, manufacture, supply, installation, testing, commissioning, operation and maintenance for 25 years in RESCO model of grid connected rooftop solar power plants either on its own or through its competitive selected associates on the basis of above estimated solar potential **REIL** will be responsible for supervising of quality control during the entire process.

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- III. **REIL** will also ascertain the suitability of the building based on the age of the structure, prevailing structural soundness particularly of roof infrastructure to withstand solar PV panels for another 25 years of life cycle period of the Roof Top Solar project as per the Power Purchase Agreements (PPAs) of RESCO model.
- IV. Based on the mutually agreed terms and conditions of PPA/EPC AGREEMENT, **REIL** or its authorized agency (ies) will provide solar energy to the identified locations of **ESIC** depending on the solar resource in the specified area.
- V. **REIL** and/or its associates will also coordinate with local DISCOMs in association with **ESIC** for net metering of generated solar power as per the prevailing regulation of the concerned States / UTs.
- VI. **REIL** or its authorized agency (ies) will collect the revenue from the rooftop owners of **ESIC** buildings as per the terms and conditions of PPA/EPC AGREEMENT.
- VII. Efficiency of the solar Energy production should be ascertained by the **REIL** or its authorized agency (ies) to achieve the targeted average monthly energy production barring any nature ambiguities such as fog, cloud etc.

#### 5. Procedures for Amendment, Cancellation and Non- exclusivity

- I. This Memorandum may be amended at any time during its term and shall not be amended except in writing.
- II. Pursuant to this MoU, separate agreements will be negotiated and entered into between the Parties that identify specific proposals for implementation while taking into consideration the overall objective of **REIL / ESIC**.

III. This Memorandum embodies the entire understanding of the parties

as to its subject matter.

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- IV. Either of the two parties can, at any time during the validity period of the Memorandum, rescind/cancel the same after giving a month's notice in writing quoting valid reasons for cancellation
- V. This Memorandum does not grant any exclusive right to any of the two Parties in the areas of cooperation that they mutually agree to and shall not create any legal binding obligations upon either Party.
- VI. In case, the MOU is cancelled / terminated, the REIL or its authorized agency (ies) will remove the installation from the ESIC premises within a period of one month from the date of cancellation/termination otherwise there will be no claim of the material/items and the REIL or its authorised agency (ies) will be liable to pay the demurrages.

## 6. Dispute Resolution

- I. In case of any dispute or difference arising between the parties arising out of or in relation to this Memorandum, the parties shall promptly and in good faith refer the same to the senior officials with a view to its amicable resolution and settlement. In case the parties are not able to resolve the dispute within 30 days of its being raised, the same shall be referred to arbitration as per the Administrative Mechanism for Resolution of Disputes (AMRD) issued vide Office Memorandum No. 334774/DoLA/AMRD/2019 dated 31st March 2020 by Department of Legal Affairs, Ministry of Law & Justice, Government of India, and its subsequent amendments / modifications. The venue of the Arbitration shall be at New-Delhi.

## 7. Confidentiality

- I. The Parties agree, to the extent of their respective obligations to do so, to exchange such technical, business and commercial information, and data as is reasonably required of each Party for

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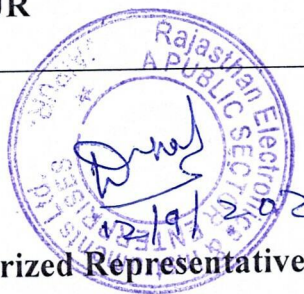
Purchase Agreement (s) and to perform its responsibilities under this MOU.


- II. All information and documents exchanged under this MOU shall be confidential.
- III. Neither of the parties shall, during this MOU and for a period of two (2) years after its expiration or cancellation, disclose to any third party, any information of the other party declared to be confidential or recognizable as such, without the prior written consent of the other party, however such consent shall not be unreasonably withheld.

#### 8. Term & Termination

This Memorandum will remain in force for a period of two years from the date of its execution from the date of sign. The Memorandum can be extended for such periods or further periods by the mutual consent of the Parties. All such extensions shall be in writing.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date first above mentioned.

Employees' State Insurance Corporation	Rajasthan Electronics & Instruments Limited
NEW DELHI	JAIPUR
 Authorized Representative of ESIC कर्मल एस.एस. मंडल / Lt. Col. S. S. Mandal मुख्य अभियंता / Chief Engineer क.रा.बी.नि.(मु.) / E.S.I.C. (H.Q.) श्रम एवं रोजगार मंत्रालय, भारत सरकार Ministry of Labour & Employment, Govt. of India पंचदीप भवन, सी.आई.जी. मार्ग, नई दिल्ली-110002 Panchdeep Bhawan, CIG Marg, New Delhi-110002	 Authorized Representative of REIL

Witness 1 -   
HIMANSHU SHARMA SREWS  
(REIL)