TRIPARTITE AGREEMENT
(On Stamp paper of appropriate value)

AGREEMENT AMONGST

RURAL ELECTRIFICATION CORPORATION LIMITED on behalf of Ministry of Power,

GOVERNMENT OF __________* AND ______________**

This agreement is being entered into on this __ day of __ Two thousand ___ amongst

RURAL ELECTRIFICATION CORPORATION LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi 110003 for and on behalf of Ministry of power (herein after referred to as "REC" which expression shall unless repugnant to the context of meaning thereof include its successors and assignees) as part of the First Part.

AND

GOVERNOR OF __________* through DEPARTMENT OF POWER, Government of __________* (hereinafter referred to as "Government of __________*" which expression shall include his successors in office") having its office at __________* as part of the Second part.

AND

___________** a company / body, incorporated / constituted under the __________**(specify relevant Act) having its registered office at __________**(hereinafter referred to as "__________**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as part of the Third part.

(*)-Name of State
(**)-Name of State Power Utility/SREDA/State Energy Deptt.

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<th>Implementing Agency**</th>
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- A. K. Singh
The parties of First Part, Second Part & Third Part are collectively referred to as "Parties" and individually as a "Party"

A. WHEREAS GOVERNMENT OF _________ * AND _________ ** intend to implement project(s) for providing access to electricity to rural households (hereinafter referred to as project(s) in selected districts/areas of the state of _________ *) under the programme called "Decentralized Distributed Generation (DDG) under Rajiv Gandhi Grameen Vidyutikaran Yojana (RGGVY) - Scheme for Rural Electricity Infrastructure and Household Electrification" (hereinafter referred to as "Programme") as per the guidelines issued by Ministry of Power, Government of India vide Order no. 44/1/2007-RE dated 12.01.2009 and any amendments thereto (hereinafter referred to as the "said Office Order") and whereas REC is the Nodal Agency for implementation of the said Programme. The said guidelines are the integral part of this agreement,

B. AND WHEREAS the parties have agreed that the project(s) as proposed by GOVERNMENT OF _________ * AND _________ ** and sanctioned by Ministry of Power, Government of India under the said Programme shall be covered under this agreement.

C. AND WHEREAS as per the guidelines issued vide the said Office Order by Ministry of Power, Government of India, for implementation of the said Programme, Government of _________ * has entrusted the responsibility to _________ ** for formulation, and implementation of the projects in the identified areas involving system planning, design, engineering (in accordance with REC's guidelines, specifications and construction standards, wherever applicable) and procurement in accordance with agreed competitive bidding procedures and undertake to construct / implement / commission the DDG Sanctioned Projects on behalf of Government of _________ *

D. AND WHEREAS Government of _________ * has authorized REC to release financial assistance for implementation of the Project(s) directly to _________ ** on their behalf to meet the expenditure to be incurred for implementation of Project(s) by _________ ** covered under the Programme.

E. AND WHEREAS Government of _________ * has agreed that the entire sum released by REC directly to _________ ** for implementation of Project(s) under the Programme, shall be deemed to have been drawn by Government of _________ * as loan/subsidy,

(*)- Name of State
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A.K.Singh
and Government of ______* undertakes to repay the loan component of such funds, interest accrued thereon and other charges to REC as per the terms and conditions as detailed in the sanction letters issued by REC for these Project(s). The terms and conditions of sanction by REC for the Project, as contained in the sanction letter issued by REC, shall form part and parcel of this Agreement. The sanction letter shall include supplements and modifications issued by REC, if any, to sanction letter.

F. AND WHEREAS Project wise, separate accounts for development and implementation of such projects funded through REC shall be maintained by ______**. ______** will keep the funds in interest bearing deposits in Nationalised Banks only till payment are made to the contracting agencies. The interest earned has to be accounted for and used for the cost of the project(s) by way of adjustment in the last installment. The Implementing Agency shall open a dedicated Bank Account for operation of said Programme and all the receipts/ payments towards the implementation of the same shall be routed through this Account.

G. AND WHEREAS Government of ______* AND ______** commit that they shall adhere to and ensure compliance of all the guidelines issued under the said Office Order issued by Ministry of Power and subsequent amendments thereof from time to time. Government of ______* AND ______** also agree that in the event the sanctioned projects are not implemented satisfactorily in accordance with the conditionalities indicated in the said office order and/or as per the conditionalities agreed herein, the capital subsidy, sanctioned for the project could be converted into interest bearing loans.

H. AND WHEREAS Government of ______* shall be the owner of the assets created on implementation of the individual Project(s) as proposed by ______** and sanctioned by Ministry of Power under the Programme. Government of ______* AND ______** agree to reimburse the gap between O & M expenditure and revenue income from the service charges of ______** on annual basis as per said office order and shall authorized the project developer to collect the tariff in the project area.

NOW therefore, in consideration of the premises and mutual agreements, covenants and conditions set-forth herein which shall form an integral part of this Agreement, it is hereby agreed by and amongst the parties as follows:

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1.0 RELEASE OF FUNDS BY REC

1.1 (a) The **shall establish a dedicated organization within the ** and nominate a nodal officer of suitable rank, with the concurrence of Government of ** for speedy execution of the sanctioned Project(s) and shall be responsible for compliance of the guidelines issued vide the said Office Order. The nodal officer will also arrange to get the relevant clearance/orders from ** and the Government of ** expeditiously. The ** will assign utmost priority to the works to be executed and also help in the speedy execution of the Project(s) by issuing necessary orders to avoid delay.

(b) Expenditure details will also be submitted by ** to REC for release of funds against claims in the manner prescribed herein under, after obtaining necessary concurrence of the Government of ** for release of funds in accordance with the formats of REC.

(c) Periodic review and monitoring of the Physical and Financial progress of the Project(s) shall also be taken up by the Government of ** and reported to REC as may be prescribed by REC.

1.2 Mode of Release of Funds

Financial assistance for implementation of the DDG Project(s) shall be released for each of sanctioned project separately in accordance with the sanctioned project cost as indicated in sanction letter of the project by REC to ** on the request from the ** and in the manner as indicated below:

a) First Instalment – 30% of sanctioned project cost of the project(s) on signing of partite agreement and fulfillment of all requirements, including requisite legal formalities by the Government of ** and **.

Before release of 1st instalment, implementing agencies shall furnish a certificate to REC for the followings:

(i) that evaluation of bids for award of contracts has been finalized and approved by their competent authority and also that the contract for execution of the project would be awarded within one week from the date of release of 1st instalment.

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A. K. Singh
(ii) that the land required for the project has been acquired by the Government of _____ * and handed over to _____ ** for execution of project(s)

b) Second Instalment – 35% of the sanctioned project cost.

Before release of 2nd instalment, implementing agencies shall furnish a certificate to REC for the followings:

(i) Submission of the expenditure details to REC by _____ **, after obtaining necessary concurrence of the Government of _____ * for 80% expenditure of first instalment

(ii) that the work has been awarded and a copy of the work order has been submitted to concerned REC, Project Office/ Zonal Office.

(iii) That third party has been engaged for quality monitoring as per guidelines

c) Third Instalment - 7% of the sanctioned project cost.

Before release of 3rd instalment, implementing agencies shall furnish a certificate to REC regarding expenditure details after obtaining necessary concurrence of Government of ________ * for 80% expenditure of the first and second instalment and successful commissioning of the project(s) duly verified by the third party engaged for quality monitoring.

d) Fourth, Fifth and Sixth Instalment – Each instalment of 7% of the sanctioned project cost every year commencing after one year from date of commissioning.

Before release of Fourth, Fifth and Sixth Instalment, implementing agencies shall furnish a certificate to REC regarding expenditure details after obtaining necessary concurrence of the Government of _____ * for 80% expenditure of all the previous instalments and also submit a certificate that the project is running successfully as may be prescribed by Ministry of Power / REC.

e) Seventh Instalment (final instalment) – 7% of the sanctioned project cost after one year from date of release of sixth instalment.

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Before release of Seventh instalment, implementing agencies shall furnish certificate to REC regarding expenditure details after obtaining necessary concurrence of the Government of ______* for 100% expenditure of all the previous instalments and also submit a certificate the project is running successfully as may be prescribed by Ministry of Power / REC.

Each of the above instalments would consist of 90% capital subsidy and 10% Loan component, if loan availed from REC. In case, Government of _____* has not availed loan from REC, the Government of ______* shall ensure that 10% of the project cost is released to the ______** on pro-rata basis against each of the above instalments and submit an undertaking that they have made payment to the developer in this regard at the time of release of funds by REC.

1.3 The Government of _____________ * shall concur the expenditure as claimed by __________** at 1.2 above within two weeks from the receipt of the concerned claim documents.

1.4 Final project cost (based on award cost) shall be submitted by __________** to REC with the concurrence of Government of ______*, based on the audited account and the difference shall be paid/recovered by REC as the case might be, from __________ **

1.5 Additional funds for the project, if any, on account of variation in the project parameters, shall be payable to __________*** subject to approval by the Ministry of Power.

1.6 TAXES AND DUTIES

All statutory taxes/levies/duties or any kind of imposition(s) whatsoever imposed/charged by the State Government or its local authorities/bodies shall be borne by the concerned State/State Power Utility and shall not be eligible for subsidy under the Programme.

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(**)- Name of State Power Utility/SREDA/State Energy Deptt.

| Rural Electrification Corporation Ltd | Implementing Agency _____** | Government of _____* |

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A.K. Singh
2.0 UTILISATION CERTIFICATE

Government of _______ **" shall provide utilization certificate(s) for the funds released by REC for implementation of Project(s) in the manner prescribed by the Government of India/REC. Such certification will be based on the utilization certificate/details furnished by_______ **".

3.0 CONSTRUCTION /IMPLEMENTATION

3.1 _______ **" and the Government of _______ * shall ensure selection of suitable Project Developer in accordance with the stipulated guidelines under the Programme. The Project Developer shall meet all obligations relating to implementation of the project(s) including under this agreement such as planning, design & engineering, procurement of equipment/materials, execution of works, installation & commissioning, operations & maintenance etc.. _______ **"/Government of _______ * shall enter into a suitable agreement with Project Developer for the same.

3.2 _______ **" shall make all possible efforts to complete the Project(s) within the prescribed time frame as indicated in the concerned sanction letter starting from the date of release of the first instalment of funds by REC to_______ **"

3.3 _______ **" and the Government of _______ **" shall specify quarterly/monthly milestones, and progress shall be reviewed with reference to these milestones jointly by REC, authorized representative of Government of _______ * and _______ ** in Review Meetings.

3.4 _______ **" shall suitably incorporate the provisions towards levy of Liquidated Damages in their agreements with contractors for delay in completion of the Project(s) and also other relevant contractual provisions pertaining to the procurement of goods and works. All amount towards Liquidated Damages, if any, as may be recovered by _______ **" shall be suitably adjusted in the project cost.

3.5(a) The best cost and quality control measures shall be enforced by _______ ** during implementation through appropriate management and control systems.

(b) On behalf of the project authority (Government of_______ *), _______ ** shall ensure that the equipment and material specifications and construction practices and standard are in conformity with those approved/stipulated by REC.

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A. K. Singh
**TRANSMISSION REPORT**

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*** Correct : Manual communication ***