**TECHNO-COMMERCIAL PROPOSAL FOR SOLAR EPC SERVICES**

**FOR AN AGRREGATE 45 MW (AC) – 65.25 MWp SOLAR PV PLANT BOP WITH FIXED TILT STRUCTURE SYSTEM AT DHARASHIV, MAHARASHTRA.**



**Enrich Energy Pvt. Ltd.**

ISO 9001 – 2015, ISO 14001-2015 & OHSAS 18001-2007 ORGANIZATION

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1. **COVERING LETTER**

**REF:** EEPL/Bright Night-R0/45MW/OFFER/017/MH/2025-26 **Date:** October 9, 2025

**To,**

**(Name of Customer)**

**(Customer Address)**

**Kind Attn.: (Kind Attn)**

**Subject: Techno-Commercial Proposal for Development of an aggregate (Project Capacity) Solar PV Plant BoP With (Structure Type) System At (Location) (State).**

Dear Sir,

We thank you for providing us an opportunity to submit our (Type of Project) solution for developing of an aggregate **(Project Capacity)**  Solar Photovoltaic (PV) Power Project in the state of Maharashtra.

We would like to introduce our company “Enrich Energy Pvt. Ltd.”, headquartered in Pune, as an **ISO 9001:2015, ISO 14001:2015 and OHSAS 18001:2007** certified company engaged in providing EPC services for solar PV power projects and a pioneer in turnkey development of solar parks. We have successfully commissioned **597 MW (791 MWp)** in the key Solar States of India, and are currently executing projects of **193 MWp** pan India.

We trust you will find our offer in line with your requirement & look forward for your continued support and patronage and in the event you require any further clarifications/information, kindly treat us at your disposal.

Thanking you again, we look forward to your prestigious order.

Thanking you.

Yours faithfully,

For Enrich Energy Pvt. Ltd.

**Ms. Prashanti Hole**

General Manager - Commercial

Email: [prashanti.hole@enrichenergy.com](mailto:prashanti.hole@enrichenergy.com)

Mobile: +91 7774097949

|  |  |
| --- | --- |
|  |  |
|  |  |

1. **PROJECT DETAILS**

|  |  |
| --- | --- |
| **GENERAL** | |
| **Contact Person at Client** | Mr. Manvendra Singh  Email: [manvendra@brightnightpower.com](mailto:manvendra@brightnightpower.com)  Contact: +91 78278-57291 |
| **Contact Person at Enrich** | Ms. Prashanti Hole  General Manager - Commercial  Email: [[prashanti.hole@enrichenergy.com](mailto:prashanti.hole@enrichenergy.com)](mailto:amruta.joshi@enrichenergy.com%20%20)  Contact: +91 7774097949 |
| **Offer Validity** | 30 days |
| **TECHNICAL** | |
| **Project Details** | |  |  |  |  | | --- | --- | --- | --- | | Project Location | Capacity | Evacuation level | Site coordinates | | Village: Kadora & Peth Sangavi, Dharashiv,  Maharashtra | 45 MW(AC) – 65.25 MWp | 33KV | LAT 17.935967’  LON 76.527622’ | |
| **Scope of Work** | **EPC for Solar PV Plant**  Design, Engineering, Supply, Installation, Erection, Testing & Commissioning of an 45 MWAC/65.25 MWp solar PV plant as per the scope mentioned in scope Matrix (Compliance of Scope Matrix, RFP and MOM on dated 11.07.2025 & 08.08.2025)  **Point of interconnection:** Scope of EEPL shall be terminating 33 KV cable at Existing DP at plant end. |
| **PV Module Technology** | N Type, Bifacial, Phase-1 b = 545 & 575Wp Phase-2a & 2b = 610wp (Free Issue by client) |
| **IDT & Inverter Technology** | Inverter Duty Transformer –Al winding Transformer String Inverter-300 kW, 800V |
| **MMS Technology** | Fixed Tilt MMS |
| **Scheduled Completion Date (SCoD) Timeline Conditions:** | The Scheduled Completion Date (SCoD) shall be **8 Months** from the date of release of NTP along with Advance and issuance of relevant documents (NTP Conditions) and fulfillment of SCoD Conditions by Client. |
| **NTP CONDITIONS** | 1. Release of Module Technical specification and Data sheet.  2. Handover of Land which is sufficient, clear title, encumbrance free, contagious, well connected to public roads, converted to non-agricultural use, without major undulations, suitable for project execution with clear boundary demarcation.  3. Release of Advance along with LOI/PO & NTP. |

1. **SCOPE OF WORK FOR PROJECT**

Design, Engineering, Supply, Installation, Erection, Testing & Commissioning of an agreegate 45 MWac/65.25 MWp Solar PV project based on fixed Tilt module mounting as per the scope mentioned in separately attached scope matrix (Ref: Compliance on Scope Matrix, RFP ) , MOM dated on 11.07.2025 & 08.08.2025

1. **TECHNICAL BASE CONSIDERATION AND ASSUMPTIONS:**

**Annexure A- List of Technical Documents: Submitted during Technical Proposal Submission**

|  |  |  |  |
| --- | --- | --- | --- |
| **A** | **Document submitted and accepted by Enrich, as shared by Bright Night** | **Status** | **Remark** |
| 1 | Array Layout | Accepted | Acceptance Email sent by Enrich on dated 13.08.2025 |
| 2 | Typical Cable trench section | Accepted |
| 3 | Drain section drawing | Accepted |
| 4 | Fence & Gate drawing | Accepted |
| 5 | Compliance on PR Methodology with Enrich Comment | Accepted |
| 6 | DC SLD- R0 | Accepted |
| 7 | Make List | Accepted |
| 8 | Civil Design Basic Report | Accepted |
| 9 | Technical Spec(DC,AC Cable,33kV Cable, HT Panel, WMS,IDT) | Accepted |
| 10 | GENL-BN-NRNGWDI-MH-PV--CIV-FDN-024\_PLANT MAIN GATE DRAWING\_R0\_APPROVED\_CAT-A | Accepted |
| 11 | Access Road & Internal WBM Road Drawing\_Approved-CAT-A1 | Accepted |
| 12 | Murrum Compacted Peripheral Road-Section Drawing\_Approv-CAT-A 1 | Accepted |
| 13 | Prestressed Precast RCC Boundary Wall\_R0\_Approved\_CAT-A 3 | Accepted |
| 14 | Scope of Matrix | Accepted |
| 15 | ICR Plan layout for each variant | Accepted |
| 16 | Spare list \_ Solar- R0--09-05-25 | Accepted |
| 17 | AC -SLD -R7 with Enrich Comment | Accepted |
| 18 | ICR#1 Available material List-R0--24-07-25 | Accepted |
| 19 | Amendment Sheet | Accepted |
| 20 | RFP | Accepted |
| 21 | SVG TS | Submitted | Email by Enrich on dated 13.08.2025 and BN to be reviewed and revert |
| 22 | Deviation List | Submitted | Email by Enrich on dated 18.07.2025 |
| **B** | **Common documents /MOM discussed and finalized** | **Status** | **Remark** |
| 1 | Pre-Bid queries and Consideration | Submitted | Document share on dated 09.06.2025 |
| 2 | MOM\_Enrich-BN\_SPV projects at 45 MW, Dharashiv, Maharashtra on dated 11.07.2025 | Submitted | Document share on dated 11.07.2025 |
| 3 | MOM\_Enrich-BN\_SPV projects at 45 MW, Dharashiv, Maharashtra on dated 08.08.2025 | Submitted | Document share on dated 13.08.2025 |

**Annexure B- List of Project Phases and Capacity**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr. No.** | **Project Phases** | **AC (MW)** | **DC (MWp)** |
|
| 1 | Phase 1b | 10 | 14.50 |
| 2 | Phase 2a | 13 | 18.85 |
| 3 | Phase 2b | 22 | 31.90 |
| **Total** | | **45** | **65.25** |

**Annexure C- CIVIL CONSIDERATION:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Project Site | Peripheral road | Internal Road | Approach Road | Drainage |
| **Murrum compacted 3 Meter width** | **WBM 3 Meter width** | **WBM 3.5 Meter width** | **RCC** |
| 45MW- 65.25 MWp | 10540 Mtr. | 2830 Mtr. | 2100 Mtr. | 7000 Mtr. |

**EEPL Considerations and Assumption**

* Module: N-Type, Bifacial, Mono-Perc, Phase-1b = 545 & 575Wp, Phase 2a & 2b = 610 Wp. (Free issued by Client).
* Block size: The plant consists of one block each of 10 MW, 8 MW, and 7 MW, along with four blocks of 5 MW each.
* Inverter Duty Transformer: All inverter duty transformers are with Al winding.
* For MMS-Fixed Tilt: MMS weight approximately considered as below.
* Phase 1b : 18.70 MT/Wp
* Phase 2a & 2 b : 18.97 MT/Wp
* Land BNIPL scope: Sufficient, Developed, clear title, encumbrance free, contagious, well connected to public roads, converted to non-agricultural use, suitable for project execution with clear boundary demarcation. Land is considered contagious, without major undulations and usable for project execution for each individual site with fenced boundary.
* Client shall provide developed land suitable for construction of project with Fixed Tilt Module mounting structures. We have considered Land levelling up to 200 mm.
* The construction of the approach road (Approximately 2.1 kM) has been considered in Enrich scope. The Right of Way (ROW) shall be under the scope of M/s Bright Night.
* Soil bearing capacity is considered min. 20MT/SQ.M for civil foundations. Any variation in SBC value will change the design of foundations accordingly and the variation shall be to the client account.
* Earth resistivity of soil considered is average 100 ohm Mtr for design consideration, any variation shall be to the client account.
* Thermal resistivity of soil considered is average 150-degree C cm/W for cable laying.
* 1 Set of WMS considered for Phase-2 (a & b)
* 25 KVA Auxiliary Transformer considered as per Single Line Diagram.
* Firewall not considered for IDT as we will maintain required clearance between transformer and other equipment.
* Integration with Existing SCADA and RTU considered for each phase capacity. Hybrid PPC not considered in Enrich scope.
* Peripheral and internal roads, Street Lighting Pole with Light shall be considered at an interval of 40m.
* Shadow area for the ESE LA shall not be considered & LA to be fixed as per coverage required.
* SCADA Studies: The PSSE/PSCAD file for the 115 MW plant—including the 132 kV substation—has been considered.
* 40 MVAR SVG is considered as per RFP.
* Our design is based on land coordinates provided by M/S Bright Night considering contagious plot 226 acre project site. Cables, earth flats are considered accordingly. Quantities of Roads and Drain are considered as per Annexure C - Civil Quantity mentioned above.
* FIM (Free Issue Material) considered as per Annexure D –FIM and Cost as mentioned below

**Annexure D- FIM and Cost**

| **Sl. No.** | **Item / Description** | **Unit** | **Balance for ICR 1** | **FIM COST/ Enrich Remarks** |
| --- | --- | --- | --- | --- |
| 1 | **Solar PV Module** | Mwp | 45 | FIM |
| 1 | **5.5 MVA, 33/0.8\*2 kV, ONAN, Al. winding, Z= 7% @ HV-LV1, HV-LV2, 3 Winding Inverter transformers(Yd11d11) with LV & MV cable box with OCTC ,  Termination : Cable for LV and cable box for HV** | Nos. | 2 | 1,03,80,000.00 |
| 2 | TBEA Inverter - 300kW | Nos. | 34 | 1,44,84,000.00 |
| 3 | TCMO Box | Nos. | 2 | 4,40,000.00 |
| 4 | Isolator Panel- 800V | Nos. | 34 | 24,40,248.00 |
| 5 | LT panel, details as per SLD | Nos. | 18 | 52,17,894.00 |
| 6 | 25KVA Aux trafo | Nos. | 1 | NA |
| 7 | RTU Panel | set | 1 | 2,85,000.00 |
| 8 | CCTV | set | **1** | Not considered |
| 9 | ESE LA excluding Earthpit | Nos. | 4 | 1,80,000.00 |
| 10 | ACDB PANEL | set | 1 | 4,30,000.00 |
| 11 | UPS cum UPSDB | set | 1 | 77,500.00 |
| 12 | Inverter Stand | Nos. | 31 | - |
| 13 | Isolator Stand | Nos. | 22 | - |
| 14 | 3Cx300 Sqmm Cable (3.3kV E grade) | Km | 17 | 1,72,43,100.00 |
| 15 | OFC Cable | Meter | 1000 | 70,920.00 |
| 16 | Earthing Rod | Nos | 0 | NA |
| 17 | Earthing champers | Nos | 0 | NA |
| 18 | Cable tray support | Lot | 0 | NA |
| 19 | ICR Fencing | Lot | 0 | NA |
| 20 | SHED Material from ICR 1 | Lot | 0 | NA |
| 21 | Inverter & Isolator Canopy | Nos | 0 | NA |
| 22 | 10C X 2.5 Sqmm CU Armd Cable | Mtr | 642 | Not considered |
| 23 | 12C X 2.5 Sqmm Cable | Mtr | 2009 | NA |
| 24 | 14C X 2.5 Sqmm CU Armd Cable | Mtr | 2002 | NA |
| 25 | 19C X 2.5 Sqmm CU Armd Cable | Mtr | 855 | 3,63,973.50 |
| 26 | 1C X 70 Sqmm Armd Cable | Mtr | 474 | 1,86,002.93 |
| 27 | 1C X 95 Sqmm Armd Cable | Mtr | 340 | NA |
| 29 | 4C X 10 sqmm Alu Armd Cable | Mtr | 250 | 32,298.75 |
| 30 | 4C X 6 sqmm Alu Armd Cable | Mtr | 616 | Not considered |
| 31 | 3Cx 2.5 Sq.mm Cu Cable | Mtr | 500 | 61,200.00 |
| 32 | 5C X 2.5 Sqmm CU Armd Cable | Mtr | 1210 | NA |
| 33 | 7C X 2.5 Sqmm CU Armd Cable | Mtr | 1800 | NA |
| 34 | 3x300 Sq.mm HT Cable | Mtr | 900 | 22,10,490.00 |
| 35 | Ladder Cable Tray 750x125x2mm | Nos | 112 | Not considered |
| 36 | Cable Tray Cover 760x20x2mm | Nos | 26 | NA |
| 37 | Perforated Cable Tray 150x50x2mm | Nos | 53 | NA |
| 38 | Coupler Plate 115mm | Nos | 97 | NA |
| 39 | Coupler Plate 40mm | Nos | 85 | NA |
| 40 | Copper falt 50x6mm | Meter | 35 | Not considered |
| 41 | GI Earth Strip 25x6 | Meter | 0 | NA |
| 42 | GI Earth Strip 65x8 | Meter | 100 | 29,203.20 |
| 43 | 33kV HT panel (ICOG ) | set | 2 | 21,52,000.00 |
| 44 | 33kV Subpooling panel (feeder as per SLD) | set | 1 | Not considered |
|  | **TOTAL AMOUNT OF FIM CONSIDERED** |  |  | **5,62,83,830.38** |

**Performance Ratio (PR)**

The PR shall be demonstrated one time during commissioning by Enrich for operational acceptance of the Solar plant. BrightNight (Yanara) will provide the transmission line loss values, which shall be included in the PR calculation.

The initial PR test will be conducted at the PSS feeder end. If the results meet the contractual requirements, the test will be considered concluded. In the event that the PR value does not meet

the required level under these conditions, Enrich will conduct the PR test at the ICOG level, and that result will be treated as final.

The PR testing period will be seven (7) days. Any downtime (Plant and grid downtime) occurring during the test will be excluded from the measurement and the test duration will be extended accordingly.

Losses considered in the PR calculation for Enrich shall be limited to those solely attributable to the Scope of Matrix.

1. **COMMERCIAL OFFER**

**Price for Phase 1B EPC Work: 10MW- 14.5MWp**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **SR. NO.** | **PARTICULARS** | **MW** | MWp | **Price/MWp (INR in Lakhs)** | **Total Price (INR in Lakhs)** |
| 1 | Design, Engineering, Supply, Installation, Testing & Commissioning of 10 MWAC-14.5 MW DC with Fixed Tilt solar PV plant as per scope matrix (Ref: Compliance on Scope Matrix, RFP ) , MOM dated on 11.07.2025 & 08.08.2025 | **10** | **14.5** | **1,23,50,000.00** | **17,90,75,000.00** |

**Price for Phase 2A EPC Work: 13MW- 18.85MWp**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **SR. NO.** | **PARTICULARS** | **MW** | MWp | **Price/MWp (INR in Lakhs)** | **Total Price (INR in Lakhs)** |
| 1 | Design, Engineering, Supply, Installation, Testing & Commissioning of 13 MWAC-18.85 MW DC with Fixed Tilt solar PV plant as per scope matrix (Ref: Compliance on Scope Matrix, RFP ) , MOM dated on 11.07.2025 & 08.08.2025 | **13** | **18.85** | **1,23,50,000.00** | **23,27,97,500.00** |

**Price for Phase 2B EPC Work: 22MW- 31.9MWp**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **SR. NO.** | **PARTICULARS** | **MW** | MWp | **Price/MWp (INR in Lakhs)** | **Total Price (INR in Lakhs)** |
| 1 | Design, Engineering, Supply, Installation, Testing & Commissioning of 22 MWAC-31.9 MW DC with Fixed Tilt solar PV plant as per scope matrix (Ref: Compliance on Scope Matrix, RFP ) , MOM dated on 11.07.2025 & 08.08.2025 | **22** | **31.9** | **1,22,50,000.00** | **39,07,75,000.00** |

**Price for Phase 2B EPC Work: 22MW- 31.9MWp**

|  |  |  |  |
| --- | --- | --- | --- |
| **SR. NO.** | **PARTICULARS** | **Against handover of material by client** | **Total Price (INR in Lakhs)** |
| 1 | FIM and cost as per **Annexure D- FIM and Cost** | to be reduced for FIM | **5,62,83,830.38** |

**PRICE BASIS**

* This offer is inclusive of following applicable services for EPC works for solar power projects, as on date of this offer:
* Packaging, forwarding, freight, transportation & transit insurance, for all equipment within our scope of supply on FOR basis except for Free Issue Items.
* This offer is exclusive of following applicable taxes & duties for EPC works for solar power projects, as on date of this offer:
* GST/TCS/BOCW/DUTIES.
* All statutory/government/official fees and other receipted charges.
* Royalty, if applicable.
* GST will be charged in accordance with the applicable rate based on the HSN/SAC classification.
* All additional cost/s due to statutory variation and/ or any increase of taxes and duties and in the event of introduction of any new taxes such as duties, cess and levies in the future, these will be payable extra to Enrich by the client.
* Payment for FIM shall be proportionately adjusted as per the agreed milestones against our invoice.
* Any additional impact due to variation in agreed scope, consideration and assumptions due to statutory requirement or clients demand or change in Land, drawings at the time of detailed design and engineering impacting any quantity variation and change in specifications shall be adhered to with suitable additional commercial impact.

1. **PAYMENT TERMS**

| Sr.no. | Milestones | Amount to be paid |
| --- | --- | --- |
| 1 | Advance along with LOI against ABG of equivalent amount | 1. 15% of the Total Contract Price shall be paid within 15 days after submission of Advance Bank Guarantee (“ABG”) of equivalent amount valid till commissioning plus 3 months of claim period AND after issuance of Notice to Proceed (“NTP”). NTP shall be issued by the Owner to start the work as per agreed schedule. ABG shall be return after adjustment of full advance payment. |
| 2 | 85 % of Order Value through an irrevocable and transferable LC at sight | |
| I | Supply/Service of Solar Power plant components as per Billing Breakup agreed between the parties | 70% of the Total Contract Price shall be paid within 15 days on pro-rata basis after submission of RA bills on Delivery of material along with supporting documents viz. E-waybill, Lorry Receipt, Packing list, test reports, Warranty certificate and site GRN 'OR' on Delivery of services along with supporting documents viz. measurement sheet, site GRN, PF, ESI, attendance register and other applicable labor compliance documents certified by Project team. |
| II | Readiness of plant for commissioning of Solar PV Plant | 5% of the Total Contract Price shall be paid within 15 days against readiness of plant for commissioning of Solar PV Plant. |
| III | Commissioning of Solar PV Plant | 5% of the Total Contract Price shall be paid within 15 days against successful commissioning of Solar PV Plant. |
| IV | Handover & submission of warranty certificates, all O&M manuals, required trainings, all reports, spares as per agreed schedule | 2.5% of the Total Contract Price shall be paid within 15 days after successful handover & submission of warranty certificates, all O&M manuals, required trainings, all reports, spares as per agreed schedule along with Performance Bank Guarantee (PBG) of 5% of the Basic Contract Price valid for 1 years from the date of commissioning |
| V | Closure of Quality, Health, Safety and Environment (QHSE) observations, punch point. | 2.5% of the Total Contract Price shall be paid within 15 days on closure of Quality, Health, Safety and Environment (QHSE) observations, punch point |

* All payments shall be done within 15 working days from submission of invoices duly certified with milestone completion.
* GST will be charged as applicable.
* Any delay in payment may result in delay in execution of supplies under the order accordingly. Further, an interest @ 15% p.a. with monthly rests will be payable in case of delayed payments from the date of milestones as stated above till the date of actual payment.
* The ABG will be reduced progressively on monthly pro-rata basis as evidenced by the copy of invoice duly passed /approved by the Client for which the Enrich shall submit the request letters with necessary supporting calculations. Client shall return ABG to Enrich after full adjustment of advance amount.
* Note: RA bill shall be allowed in case of payments for lump sum contracts such as civil, mechanical, electrical erection works, etc.

1. **PAYMENT SECURITY**

* As payment security, Client shall open an irrevocable, unconditional and transferable LC at sight of value equivalent to 85% of the Order Value along with taxes within 10 days from issuance of LOA/NTP. LC if required will be transferred to the respective equipment suppliers/ Sub-contractor. LC shall be valid up to full and final realization of contractual payment and also proportionate payment against supply & works contract shall be withdrawn from the LC from time to time.
* In case of delay in opening of LC by client and any delay in acceptance of BoE against LC and its payment beyond 5 working days, in such each case, Enrich shall be entitled for an equitable extension of Schedule Completion Date on day to day basis. Further an interest @ 15% p.a. with monthly rests will be payable in case of delayed payments from the date of milestones as stated above till the date of actual payment. This shall be in addition to other remedies prescribed in this Offer elsewhere.
* All additional cost/s due to statutory variation and/ or any increase of taxes and duties and in the event of introduction of any new taxes such as duties, cess and levies in the future, these will be payable extra to Enrich by the client.

1. **SCHEDULED COMPLETION DATE (SCoD) TIMELINE CONDITION**

Enrich shall be entitled for an equitable extension of Schedule Completion Date on day to day basis for any delay in any of the below mentioned SCoD timeline conditions.

* Approval of all drawings, datasheets and project documents within 03 working days from its submission.
* Delivery of any free issue items (If applicable) at site from client as per scheduled date.
* Client scope of work completion / synchronization of power evacuation facilities as per schedule date for commissioning of Solar PV plant
* In case of delay in opening LC by client and in acceptance in BoE against LC and its payment beyond 5 working days,
* Release of Change Order on mutually agreed terms within 7 (Seven) working Days in case there is a change in scope or schedule.
* Torrential rains hampering site works

1. **LIQUIDATED DAMAGES**

* Delay LD: Liquidated damages on account of delay from the Scheduled Completion Date in case the project is not synchronized as per agreed timeframe, we agree to pay liquidated damages to the Client for such delay in commissioning @ the rate 0.5% of the total contract price per week for such delay on pro-rata basis (calculated for the non-completed work (unbilled portion) at site), up to a maximum of 5% of the total contract price.
* LD will apply separately to each project, with individual calculations

The LD shall not be applicable for delay in case the project is delayed on account of any reason attributable beyond Enrich scope of work and its control or due to occurrence of any event of Force Majeure condition as stated in this Offer and in such case, we shall be entitled to extension of time (“EOT”) along with price escalation for carrying out the execution of project without levy of liquidated damages.

1. **INSURANCE**

* Enrich will take suitable Transit Insurance Policy for transportation of goods as defined in the Enrich scope from our factory/ vendor’s ex-works to project site.
* Client shall take adequate transit insurance policy for the goods defined in the scope of developer for the coverage of goods in transit, handling, storage and theft (EAR) valid up till the completion and handover of the project.
* Enrich shall take necessary insurance pertaining its scope from mobilization till the project commissioning, After Commissioning of project Client shall take necessary insurance for solar PV project to cover various risks including, but not limited to, Fire & Allied Perils, Earthquake, Theft, Burglary, Damages, Third Party Risks, Terrorism, Riots, etc. as soon as the goods are commissioned at your Project site. Short settlement of insurance claim, if any, would be on client’s account.

1. **QHSE**

* Enrich will follow Environment, Health and Safety as per our internal EHS policy.

1. **FORCE MAJEURE**

The following clauses which substantially affect the performance of the Contract shall only be considered as Force Majeure conditions.

* Natural phenomena, including but not limited to act of god, floods, torrential rain, lightning, earthquakes, tornados, typhoons, hurricanes, landslides, volcanic eruptions, and objects striking the earth from space (such as meteorites), quarantine restrictions, epidemics, pandemic.
* Acts of any Government, domestic or foreign, including but not limited to war (whether or not war is declared), hostilities, invasion, revolution, and rebellion, insurrection against any authorities, military or usurped power, terrorism or foreign embargoes.
* Munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the use of such munitions, explosives, radiation or radioactivity.
* Any changes in country laws, trade restrictions, imposition of penal duties and levies adversely affecting continuation of contractual commitments.
* In case the completion of project delayed due to clearances, clearances from statutory authorities, or any reasons which can be attributed to such issues, this shall be deemed to be a Force Majeure Condition.
* Forced Shutdown, Forced Back down of Power Plant due to reasons not attributable to us.
* We have considered max period of 2 months for grid synchronization (considering any delay or unavailability of the grid S/s which are not under control of Enrich) after solar Plant within battery limits of Enrich is made available for synchronization. Insurance for the plant will be covered by Enrich for this period and beyond this period it will be on owner’s responsibility.

1. **WARRANTY**

* Equipment Warranties against all defects (excluding consumable like SPD, Fuses, Filters, Oil etc.) for will be as given mentioned below:
* Module: Free issue by client.
* Inverter: 5 years from the date of commissioning or 5.5 years from date of dispatch whichever is earlier.
* Inverter Duty Transformer – 2 years from the date of commissioning or 2.5 years from date of dispatch whichever is earlier.
* HT Panel –1 year from the date of commissioning or 1.5 Years from date of dispatch whichever is earlier
* UPS and Batteries– 1 year from the date of commissioning or 1.5 Years from date of dispatch whichever is earlier
* MMS – 2 years from the date of commissioning or 2.5 Years from date of dispatch whichever is earlier.
* All other project equipment shall be covered under defect liability period of 1 (One) year from the date of commissioning of the individual project.
* Any replacement/ repair of components covered under warranty of original equipment manufacturer/ supplier (OEM) will be undertaken by Enrich under the same warranty. However, Enrich shall be excluded from liabilities arising out of delay/ mislead/ non-compliance/ failure in the fulfilment of warranty obligations by the original equipment supplier.
* All free issue supplies by client, warranty shall be client’s responsibility.

1. **DEFECT LIABILITY PERIOD**

* Defect Liability for complete plant shall be for one year from the date of completion of the each individual phase or from the date the SPV project is ready for commissioning if commissioning is delayed due to delays in facilities that are outside Erich’s scope.

***NOTE:*** *Our Warranties shall stand invalid for any mishandling, sabotage/force majeure conditions or outside OEM warranty terms.*

1. **CONFIDENTIALITY**

* Client shall acknowledge that certain Confidential Information including the information pertaining to the solar projects and working of our company may be disclosed to Client and therefore, Client shall hereby agree to keep all such information strictly confidential and shall not use the same for any purpose other than for evaluation of the Projects.

1. **OWNERSHIP OF INFORMATION**

* Client shall agree and acknowledge that our company is the sole and exclusive owner of all the rights, title and interest in any and all intellectual property and/or proprietary rights, in the information/ details provided by us pursuant to this Offer and Client shall not have or claim any right, title or interest in the same in any manner howsoever and shall not use the said information for any purpose other than for evaluation of the proposal.
* Any public/ media statement concerning this Offer or any information/ details provided therein or details of Order pursuant to this Offer shall be released with our prior consent and approval.

1. **ARBITRATION**

* If at any time any question, any dispute and/or differences whatsoever shall arise between the parties due to any conditions and failing amicable settlement the same shall be referred to an arbitrator under the Indian Arbitration & Conciliation Act 1996 or any statutory modifications of the same prevalent at the time. The venue of such arbitration will be Pune.

1. **JURISDICTION**

* Any dispute arising out of the Order against this Offer shall be subject to the jurisdiction of the court in the city of Pune.

1. **CANCELLATION**

* LOI/ Order once placed will not be cancelled except with our written consent and after compensating the loss, if any to us.

1. **INDEMNIFICATION**

Both Parties shall indemnify, defend and hold harmless the other Party against any and all proceedings, actions, third party claim for loss, damage and expenses of whatever kind and nature arising out of any act or omission caused by the gross negligence or willful misconduct or fraudulent behavior of the defaulting party or non-performance of its obligations under this proposal, including for any breach of Applicable Laws.

* Neither party shall be liable to each other for any consequential loss, nor other incidental loss except as expressly set out in the Proposal unless such loss or damages are solely caused by the fraud & misrepresentation of the defaulting party.
* In case the project lands are being arranged / organized by the contractor, shall have no effect of this clause after valid title transfer in pursuance to the conveyance deed except for the instances of fraud or mis-representation however, in any case the overall liability on the contractor shall not exceed limits provided in the clause LIQUIDATED DAMAGES.

1. **GOVERNING LAW**

* Technical proposal shall be governed by and construed in accordance with the laws applicable to Republic of India.

1. **EXCLUSIONS FROM EEPL’s SCOPE**
2. Supply, Custom Clearance, Transportation and Transit/storage Insurance of all free issue items. EAR insurance except Enrich scope of work.
3. Insurance for comprehensive risk coverage, property and liability coverage from and after the date of grid synchronization and commissioning of plant.
4. Any type of ROW, Local issues.
5. Any Bank Guarantee / Undertaking to Electricity Board/ CEIG etc. to obtain approval/permissions from Govt. Agencies, facilitation of Government officials
6. Forecasting, Scheduling and deviation settlement
7. All applicable taxes, duties and levies, BCD, safeguard duty, Custom duty/antidumping duty and all new duties & levies etc.
8. Common Facility including Car shed, Utility room and Pantry, Landscaping
9. Shifting and retrofitting of any pre-existing transmission line and its consequential expenses, removing of permanent structure
10. Any additional supply & works other than that mentioned in Scope of Work.
11. Internet connection
12. Rain Water Harvesting and discharge pit
13. Peripheral Boundary & Fencing
14. Operation & Maintenance.

**DISCLAIMER**

The present business proposal contains commercial information that must be considered as confidential and therefore cannot be transmitted nor made available to any person other than its recipient and the staff members directly involved, without the previous consent of M/s. Enrich Energy Pvt. Ltd.